

Chas. Allen, and P. Paroni

To

No. 88.

H. H. Hunter

This Indenture, made this 20th day February, in the year of our Lord, one thousand nine hundred and five, Between Charles Allen and Phil Paroni, both of Eureka, Eureka Co., Nevada, lessors, and H. H. Hunter, of Juneau, Alaska, Lessee, witnesseth, that, whereas, the said lessors are the owners of, and are the possession of, a certain option of purchase, copy of which is here unto attached, and of record in the office of the County Recorder of Eureka County, state of Nevada, on page 166 of book, Liber C Miscellaneous for those certain mines and mining claims known and recorded as aforesaid as: Oneonton, Cavalier, London, Valley View, Glittering Galore, and Tom Gilliam, situated, lying and being in Mill Canon, Cortez Mining District, County and state as aforesaid, and more fully described in the records of said Mining District; and whereas, the said lessee is desirous of leasing the same with the right of purchase, therefore, The said lessors, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved, and by the said lessee to be paid, kept, and performed, have granted, demised, and let, and by these presents do grant, demise, and let, unto the said lessee, all their right, title, claim and interest in and to the aforesaid mines and mining property. Together with the appurtenances To have and to hold, unto the said lessee, until the 20th day of December, A. D. 1907, unless sooner forfeited or determined through the violation of any covenant hereinafter against the said tenants reserved. And in consideration of the said demise, the said lessee does covenant and agree with the said lessors as follows, to wit: To enter upon said mines and mining claims and work the same in mine fashion in manner necessary to good and economical mining, so as to take out the greatest amount of ore possible, with due regard to safety, development, and preservation of the said premises as a workable mine; To commence work upon said mines on or before the 1st. day of March, 1905, A. D., and to work the same continuously thereafter until the expiration of this lease, with a force of at least four (4) men, working not less than ninety-five (95) full days work in each month as a minimum amount of work; and that any failure to work said premises with the agreed number of persons employed as miners underground for a space of ten days consecutively after March

1st, 1905, A. D., except for unavoidable accident, may be considered a violation of this covenant; and that during said time all work done by him, the said lessor, shall be at his own cost and expense. To allow all ores taken from said mines to be shipped by and in the name of Frank Curieux, of Beowawe, Nevada, who shall, upon receiving the returns from the reduction thereof make division and payment thereof according to the terms of this lease. The said lessor shall have the privilege of directing said shipments to any smelter or reduction works where the best terms can be obtained. To allow the said lessee as royalty, twenty per cent, (20%), of the gross proceeds of the ores taken from said mines, without deducting any charge for hauling, railroad rates, smelting, or any charge whatever, and settlements to be made by said Curieux on that basis immediately after the return from each shipment is received. To well and sufficiently timber said mine at all points where proper and necessary, in accordance with good mining. To allow said lessors and their agents to enter upon and into all parts of said mine or mines for the purpose of inspection, with free use of all passages, ropes, windlass, ladder-ways, and all other means of ingress and egress for such purpose. To incur no lien or incumbrance of any kind or character whatever against said property, nor against said lessors, and to keep a notice to this effect posted in a conspicuous place on said property. To deliver up to said lessors, in case of forfeiture of this lease, the said premises with all appurtenances and improvements, apparatus, implements, and tools, in good order and condition, then and there being upon the premises; and in no case to remove improvements of any kind. And finally, upon the violation by the said lessee or any other person under him, of any covenant or covenants hereinbefore reserved, the terms of this lease shall, at the option of said lessors, expire, and the same and said premises with the appurtenances shall become forfeit to said lessors, and said lessors or their agents may thereupon, after demand of possession in writing, enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process of law, or at the option of said lessors, the said tenant,

and all persons found in occupancy may be proceeded against as trespassers from the beginning of said term, both as to realty and the ore severed therefrom, or as guilty of unlawful detainer. Each and every clause of this indenture shall extend to the heirs, executors, and administrators hereto, and to the assigns of said lessors and lessee. In witness whereof, the said parties, lessors and lessee, have hereunto set their hands and seals, and to two others of like import this day of the year first above written.

Chas. Allen (Seal.)

Phil. Paroni (Seal.)

Signed, sealed and delivered in the presence of Lew Rogers,

Recorded at the Request of Geo. S. Brown, Sept. 12, A.D. 1905 at 55 mins. past 1 P.M.

Wm. Skinner Recorder.