

A. J. Snyder

No. 1535

To A. W. Geiger. Agreement entered into this 12<sup>th</sup> day of August, A.D. 1907 by and between A. J. Snyder of Lander, Lander County and State of Nevada, his heirs and assigns, party of the first part; and A. W. Geiger of said County of Lander and State of Nevada, his heirs and assigns, party of the second part, witnesseth:—That the said party of the first part for and in consideration of the sum of One (\$1.00) Dollar in hand received from the said party of the second part and in further consideration of certain other sums to be paid and of certain covenants and agreements hereinafter set forth to be kept and performed by the said party of the second part, does hereby covenant and agree to and with the said party of the second part, to sign, seal and deliver in escrow unto A. W. Geiger Trustee a sufficient deed conveying the right, title and interest of the party of the first part in and to those certain Lode Mining Claims situated in Four Mile Canon in an unnamed mining locality about six miles south of the house of the Dean Ranch so called and in the County of Eureka in the State of Nevada as follows: The Recompense No. 1 Lode Mining Claim; the Recompense No. 2 Lode Mining Claim; the Cosmopolitan Lode Mining Claim; the Delineator Lode Mining Claim; the Bullseye Lode Mining Claim; the Pegasus Lode Mining Claim; the Oxhorn Lode Mining Claim; the Elkhorn Lode Mining Claim; the Waterfront Lode Mining Claim; the Young American Lode Mining Claim; and the Parrott Lode Mining Claim known as the Snyder Group in trust, nevertheless, to and for the following uses and purposes; that the said trustee shall take and hold the said mining claims, until he shall cause to be

organized prior to the 19<sup>th</sup> day of August, 1909, at his expense, personally, under the Laws of the State of Nevada, a corporation capitalized at One Million (\$1,000,000) Dollars, divided into one Million (1,000,000) shares of the par value of One Dollar \$1.00 each; and thereupon and in consideration of the issuance to him as Trustee of nine hundred and ninety-nine thousand nine hundred and sixty (999,960) shares, fully paid and non-assessable, of the stock of the said proposed corporation, the said trustee, upon compliance with all the provisions herein contained, shall convey unto said proposed corporation the above-described Lode Mining Claims; provided, however, said proposed corporation shall first pass and adopt according to law irrevocable by-laws, prohibiting the bonding of its property represented by said mining claims, the issuance of preferred stock, and the contracting of any debt or obligation to pay money in any wise, or for any purpose, unless funds shall be in its Treasury of sufficient amount to pay such debt or obligation; and, further, prohibiting the mortgaging or selling any or all of said mining claims for the purpose of supplying Treasury funds; and, further, prohibiting said Trustee or his successor from voting at any time, or in any way, the stock or any part thereof held by him as Trustee; and, further providing for the removal and selection, at any time, of the acting Trustee by a vote of the majority of the Directors of the said proposed corporation. And the said Trustee or his successors shall have and hold, as Trustee, Two Hundred and Fifty Thousand (250,000) shares of the capital stock, fully paid and non-assessable, of said proposed corporation to be sold, if need be, upon the order of the Board of Directors of the said proposed corporation, at a sum not less than fifteen (15) cents per share, and the proceeds thereof to be applied exclusively to the acquisition of other property, the operation of the same, and for the general expenses of said proposed corporation, not including salaries of officers; and, further, said Trustee shall out of the residue of said stock assign and transfer free from all trusts, Two Hundred Thousand (200,000) shares fully paid and non-assessable of the stock of said proposed corporation unto the said party of the first part, or his order, for his use and benefit; and further, said trustee shall assign and transfer, free from all trusts, unto A. W. Geiger, or assigns, Two Hundred and eighty thousand four hundred and eighty (280,480) shares of said stock; and, further, shall assign and transfer, free from all trusts, unto John M. Flynn, one Hundred and Thirty-four Thousand Seven Hundred and Forty shares of said stock; and, further, shall assign and transfer, free from all trusts, unto D. L. Edwards, or assigns, One Hundred and Thirty-four Thousand Seven Hundred and Forty shares of said stock. And the said deed in escrow shall be deposited with the Henderson

Banking Company of Elko, in the County of Elko, in the State of Nevada to be delivered unto the said party of the second part upon compliance with the provisions hereof and and the payment by him of the sum of One Thousand (\$1,000) Dollars in said Bank to the order of the party of the First Part on or before the nineteenth<sup>(19)</sup> day of August, A.D. 1907; and, the further payment of the sum of One Thousand (\$1,000) Dollars on or before the 19<sup>th</sup> day of February, 1908; and, the further payment of Thirty Thousand (\$30,000) Dollars on or before the nineteenth (19) day of August, 1909; provided, however, that all of said payments may be made at any time not inconsistent with the foregoing, and prior to the said nineteenth (19) day of August, 1909; and, in case such payments shall be made in full, said deed shall be forthwith delivered unto the said party of the second part. The said deed conveying the foregoing premises shall be unto the said party of the second part as trustee subject to the foregoing trusts, uses, terms and conditions. And the said party of the first part upon the payment to him of the first mentioned sum of One Thousand (\$1,000) Dollars shall forthwith sign, seal, acknowledge and deliver unto A. W. Geiger, John M. Flynn and D. L. Edwards their respective heirs and assigns, a mining lease of the aforesaid mining claims according to the terms and conditions set forth in that certain paper hereto annexed as a part hereof and marked "Exhibit A" and all the provisions of said "Exhibit A" are hereby incorporated in this agreement as a part hereof. It is hereby stipulated that no royalties which may be paid under the terms of said lease shall be taken or deducted from the amounts to be paid for said property according to the terms hereof. It is further stipulated that the location work on each and all of said claims shall be done and performed by and at the expense of the party of the second part on or before the fifth (5) day of November, A.D. 1907 and Location certificates thereof, according to law, made out in the name of the party of the first part, and recorded according to and within the time prescribed by law, and that the annual assessment work shall be done by and at the expense of the party of the second part on each and all of the above described mining claims on or before the first (1st) day of September of each year during the life of this agreement. In case the said party of the second part shall fail or neglect to make any or all of the payments herein provided, for, or any of the terms or conditions herein or in said "Exhibit A" set forth be violated, then, and in that event, the said lessee shall forfeit unto the said party of the first part as liquidated damages all improvements, buildings,

and appurtenances at any time upon said premises, and the party of the second part shall forfeit any and all moneys paid according to the terms hereof; and upon such breach hereof and of "Exhibit A" these presents and said lease shall forthwith be and become null and void for all intents and purposes. In case of the death, resignation, refusal or inability to act, or removal from the State of Nevada of said Trustee, the said party of the first part does hereby authorize and empower the said A. W. Geiger Trustee to nominate and appoint irrevocably, as his successor in Trust, John M. Flynn or D. L. Edwards in the order named, provided nothing in this shall be taken to conflict with any powers heretofore granted to the Directors of the said proposed corporation; and, further, to authorize and empower the said John M. Flynn, or D. L. Edwards, in the order named, to do, perform and fulfill each and every matter and thing herein contained as fully and completely as said A. W. Geiger, Trustee might or could in his capacity as Trustee. And the said A. W. Geiger, in consideration of the premises does hereby accept said trusts as herein set forth, and, does hereby covenant and agree to and with the said party of the first part to do, perform and fulfill all of the duties and obligations in him imposed; And, further, in pursuance of any by virtue of the authority to him herein given, does hereby, in the event of his death, resignation, refusal or inability to act, or removal from this said state of Nevada, appoint, irrevocably, as his successor in trust to hold such position prior to the complete organization of said corporation and the election of a Board of Directors for the same, John M. Flynn, and does hereby confer upon said John M. Flynn, in the event of his succession all of the power and authority held by A. W. Geiger Trustee to do, fulfill and perform each and every matter and thing herein contained as fully and completely as this Trustee might or could in his capacity as Trustee. And in case of the death, resignation, refusal or inability to act, or the removal from the State of Nevada of John M. Flynn, this Trustee does hereby, in the place and stead of John M. Flynn, appoint irrevocably as the successor in trust of this trustee, D. L. Edwards, with all the powers and authority held by A. W. Geiger Trustee to do, fulfill and perform each and every matter and thing herein contained as fully and completely as this Trustee might or could do, fulfill and perform. It is hereby stipulated and agreed, by and between the parties hereto, that, the directors for the said proposed corporation herein provided for, who shall hold office for the first year of its existence or until their successors be elected, according to law, are, and shall be A. W. Geiger, John M. Flynn, D. L. Edwards, Arthur P. French, Albert Geiger, Jr., A. J. Snyder and E. J. Taber. In the event of the death, resignation, refusal to act, or inability to act from any cause of

either, Arthur P. French, Albert Geiger, Jr., or E. J. L. Taber, or all of them, the said A. W. Geiger may substitute the name or names of any person or persons to fill such vacancy or vacancies. This agreement hereby annuls and supercedes any and all verbal or written agreements or purported agreements relating to the matters and things herein expressly provided for, witness our hands and seals.

R. J. Snyder (seal)  
A. W. Geiger (seal)

Assented to,  
John M. Flynn.  
D. L. Edwards.

State of Nevada }  
County of Elko }<sup>ss.</sup> On this 19<sup>th</sup> day of August A.D. 1907 personally appeared before me, Charles B. Henderson a Notary Public, in and for said County A. J. Snyder and A. W. Geiger personally known to me to be the persons described in, whose names are subscribed to, and who executed the foregoing instrument, and who personally acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned. In witness whereof, I have hereunto set my hand and affixed my Official Seal the day and year last above written.

Charles B. Henderson.  
Notary Public.

"Exhibit A"

- Mining Lease -

This Indenture, made the nineteenth day of August, A. D. 1907, Between A. J. Snyder, of the County of Lander, State of Nevada, lessor, and A. W. Geiger, John M. Flynn and D. L. Edwards, all of said County of Lander and State of Nevada, lessees, witnesseth: That the said lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved, and by the said lessees to be paid, kept and performed, has granted, demised and let, and by these presents do demise and let, unto the said lessees all the following described mine and mining property, situated in Four Mile Canon in an unnamed mining district, County of Eureka, State of Nevada, to-wit: The Recompense no. 1; The Recompense no. 2; the Cosmopolitan; The Delineator; The Bullseye; The Pegasus; The Oxhorn; The Elkhorn; The Waterfront; The Young American and the Parrott Lode Mining claims, all located about six miles southerly from the house of the Dean Ranch so called. Together with the appurtenances. To Have and To Hold, unto the said lessees, for the term of two years from the date hereof, expiring at noon on the 19<sup>th</sup> day of August, 1909, unless sooner forfeited or determined through the violation of any covenant hereinafter against the said tenant hereby reserved.

And in consideration of the said demise, the said lessees do covenant and agree with said lessor as follows to-wit: To enter upon said mine or premises and work the same 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 the safety, development and preservation of the said premises as a workable mine. To work and mine said premises so that sixty shifts of work of one man each shall be done on said premises for each consecutive month during the term hereof; and actual operations shall be commenced on said property within thirty days from the date hereof. To work and mine said premises as aforesaid steadily and continuously from the date of this lease, and that any failure to work said premises with at least sixty shifts per month of one person employed for the space of thirty consecutive days may be considered a violation of this covenant. To well and sufficiently timber said mine at all points where proper, in accordance with good mining; and to repair all old timbering wherever it may become necessary. To allow said lessor and his agents to enter upon and into all parts of said mine for the purpose of inspection, with use of all passages, ropes, windlass, ladder-ways, and all other means of ingress and egress for such purpose, and to not allow any person or persons except the said lessees and their assigns and workmen to take or hold possession of said premises or any part thereof under any pretense whatever. To occupy and hold all cross or parallel lodes, dips, spurs, feeders, crevices or mineral deposits of any kind, which may be discovered in working under this lease, or in any tunnel run to intersect any lode, or by the said lessees or any person or persons under them in any manner at any point within any number of feet of the center line of said lode, as the property of said lessor; within said demised premises, during the term of this lease, and to not locate or record the same, or allow the same to be located or recorded, except in the name of the lessor. To keep at all times the drifts, shafts, tunnels, and other passages and workings of said demised premises, thoroughly drained and clear of loose rock and rubbish of all kinds. To pay the said lessor or assigns as royalty on all ore extracted and shipped from said property or any part thereof twenty per cent of net smelter returns including freight charges and excluding cartage, and to cause said royalty to be retained by the said lessor or assigns, and to extract with due diligence from the property any and all ores when discovered in pay quantities, and when weather conditions permit to ship ore expeditiously and speedily; that not more than One Hundred and Fifty (150) tons thereof shall

be on the dumps or ore house. Impassable roads caused by washouts shall be an excuse for not shipping ore. To deliver up to said lessor, the said premises, with the appurtenances and improvements, and buildings in good order and condition, with all shafts and tunnels and other passages thoroughly clear of rubbish and drained, and the mine in all points ready for immediate continued working (accidents not arising from negligence alone excusing), without demand or further notice, on said 19<sup>th</sup> day of August, A.D. 1909, at noon or at any time previous, upon demand for forfeiture. And finally, upon the violation by said lessees, or any other person under them of any covenant or covenants hereinbefore reserved, the terms of this lease shall, at the option of said lessor, expire and the same and said premises with the appurtenances shall become forfeited to said lessor, and said lessor or his agent 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 lessor the said tenant and all persons found in occupation may be proceeded against, as trespassers from the beginning of said term, both as to realty and the ore therefrom, or as guilty of unlawful detainer. Each and every clause and covenant of this Indenture shall extend to the heirs, executors and administrators of all parties hereto; and to the assigns of said lessor, and to the assigns of said lessees. This lease is entered into subject to the terms and conditions of a certain agreement between the parties hereto dated the 12<sup>th</sup> day of August 1907 relating to an option on said premises and the conveyance thereof to a trustee for the use of a proposed corporation in consideration of certain cash payments in addition to the royalties herein mentioned and a stock interest in said corporation and said agreement is hereby adopted as a part hereof. Any insurmountable cause which prevents actual shipping or work on said claims from being prosecuted, shall be sufficient excuse for not doing such work as is herein provided for, and shall prevent a forfeiture hereof. When such cause ceases, work shall be resumed hereunder. Strikes shall be considered an insurmountable cause and it is hereby agreed among said lessees for their purposes and as affecting their rights and liabilities and not affecting the rights of this lessor that the interest of A.W. Geiger in this lease is and shall be an undivided fifty-one one hundredths ( $51/100$ ) thereof; that the interest of John M. Flynn in this lease is and shall be

an undivided forty-nine two hundredths ( $49/200$ ), and that the interest of D. L. Edwards in this lease is and shall be an undivided forty-nine two hundredths ( $49/200$ ) thereof; and that all expenses shall be borne and contributions made by the lessees in proportion as the interest of each shall appear and all profits shall be divided in like proportion. In witness whereof, the said parties Lessor and Lessees have hereunto set their hands and seals. D. L. Edwards (Seal) A. J. Snyder (Seal)  
John M. Flynn (Seal) A. W. Geiger (Seal)

State of Nevada

County of Elko } ss. On the 19<sup>th</sup> day of August A. D. 1907 personally appeared before me, Charles B. Henderson, a Notary Public, in and for said County A. W. Geiger, A. J. Snyder, John M. Flynn, D. L. Edwards personally known to me to be the persons described in, whose names are subscribed to, and who executed the foregoing instrument, and who personally acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned. In witness whereof, I have hereunto set my hand and affixed my Official Seal the day and year last above written.

(Seal)

Charles B. Henderson  
Notary Public

Recorded at the request of H. Henderson, Aug 21st. 1907 at  
20 mins. past 6 P. M.  
Wm. Spenser Recorder