

C. F. Wittenberg
To

No. 2301.

W. J. Harris

Tonopah, Nev. Dec. 27, '07.

C. F. Wittenberg of the town of Tonopah, County of Nye, the party of the first part, does hereby lease unto W. J. Harris of the town of Eureka, County of Eureka, the party of the second part. Witnesseth; That the party of the first part does hereby lease unto the party of the second part for a period of eighteen months (18 mos.) from the first day of January A.D. 1908 until the first day of July 1909 at noon, the one fourth ($\frac{1}{4}$) interest in the following mines - Aura, Cyanide, West Cyanide, and Western Union situated in Eureka Mining District, State of Nevada, on the following terms and conditions to-wit:- That the party of the second part, shall work the mines in a good and miner like manner. He shall remove all waste rock broken by him in the mines to the surface during the lease. The party of the second part shall pay as royalty the one-fifth ($\frac{1}{5}$) part of his share of all money realized from the sale of ore from each and every shipment. The party of the first part reserves the right to ship all ore and settle for the same, or will agree on some third party to do the same. He also reserves the right for him or his agent to examine the mines at all times. The party of the second part shall not contract any debts on the mines for labor, supplies, hauling or debts of any kind as the party of the first part will not be responsible for the same. The party of the second part shall have the right to hire one man only,

in the mines, provided there is enough ore coming out of the mines to pay the expenses of the mines. Failure to work in the mines by the party of the second part for 10 (ten) consecutive days without the written consent of the party of the first part shall render this lease null and void. It is hereby understood and agreed that the party of the first part retain a ($\frac{1}{4}$) one fourth interest in the above mines and shall pay the sum of \$1.50 (One Dollar and fifty cents) per day to the party of the second part for each and every day worked by him. The party of the first part reserving the right to lease his interest if he should desire not to be a partner. The party of the second part shall not let or sublet any part of the mines without the written consent of the party of the first part. It is also agreed that the party of the second part shall do his ($\frac{1}{4}$) one fourth part of the assessment work on each of the mines for the year 1908 and 1909.

C. F. Wittenberg.

Failure to comply with any of the above shall render this lease null and void.

C. F. Wittenberg

W. J. Harris.

Recorded at the request of W. J. Harris, Oct. 12th
A. D. 1908 at 30 mins. past 6 P. M.

Wm Spruins Recorder.