

File 10 221

Sugar Cane Grower.

John Rossi
with
David M. Steindler } Agreement.

An Agreement, made as of this Ninth (9) day of June, 1913, between John Rossi, of Cortez, County of Eureka, State of Nevada (hereinafter called the "Optionor") party of the first part, and David M. Steindler, of the Borough of Manhattan, City County and State of New York (hereinafter called the "Optionee") party of the second part.

The Optionee heretofore executed a bond in favor of Harry Colbath, conferring upon him the right to purchase certain mining claims, hereinafter referred to as the "Mining Properties," a copy of which is hereto attached marked Exhibit A.

The Optionee has acquired by various means assignments all of the interest of said Harry Colbath in and to the afore-mentioned option.

The Optionor and Optionee are desirous of extending the period of said option, and also of making certain

other modifications therein.

Now, Therefore, in consideration of the mutual covenants herein contained, and for other good and valuable considerations, it is agreed between the parties hereto as follows:

First.

The Optionor hereby extends the Option heretofore entered into between the Optionor and Harry Colbath being Exhibit A hereto annexed, so that there is conferred upon the Optionee the exclusive right and option to purchase and acquire the mining claims described in Exhibit A for a period of two (2) years from January 13, 1913, instead of the period of eighteen (18) months, as provided for in Exhibit A.

Second.

The Optionor hereby waives the stipulation contained in said option requiring, in order to keep said option in force, that there shall be performed at least one hundred and fifty (150) shifts of work per month upon the mining properties, commencing March 1st, 1913, it being understood and agreed that the performance of at least one hundred and fifty (150) shifts of work per month, commencing June, 1913 shall be deemed a full compliance with the terms of said option.

Third.

The time of payments provided for in Exhibit A are hereby changed and modified so that the first payment of Three Thousand dollars (\$3,000) shall be made January, 1914, and Seven thousand Dollars (\$7,000) to be paid July, 1914 and Twenty thousand dollars (\$20,000) to be paid as follows:

Ten thousand (\$10,000.00) January, 1915 and the balance of ten thousand (\$10,000.00) Dollars June 1915 Simultaneous with the execution of this modification of the option the Optionor will deposit with the Bank of Banking and Trust Co. at Reno County of Washoe, State of Nevada, a good and sufficient deed, accompanied by escrow instructions to said Bank upon the payments, as heretofore provided for, such deed shall be delivered to said Optionee with authority to said Bank to insert the name of the Grantee.

Fourth.

This agreement shall bind and enure to the benefit of the respective parties, their legal representatives and assigns.

Wm. C. ...
Wm. C. ...

In Witness Whereof, we have hereunto set our hands and seals the day and year first above written.

Witness -
Harry Colbath

John Rossi (L.S.)
W.M. Steindler (L.S.)
Mrs John Rossi (Seal)
Wife of John Rossi

State of Nevada }
County of Lander } ss.

On this 9th day of June A.D. one thousand nine hundred and Thirteen personally appeared before me, John C. Hamlyn, a Notary Public in and for the said County of Lander Mrs John Rossi known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same, freely and voluntarily, and for the uses and purpose therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the County of Lander, the day and year in this certificate first above written.



John C. Hamlyn
Notary Public in and for the County
of Lander, State of Nevada

State of Nevada }
County of Lander } ss.

On this 9th day of June A.D. 1913, personal appeared before me, a Notary public in and for the County of Lander, John Rossi, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



John C. Hamlyn
Notary Public
John Rossi

State of Nevada }
County of Lander } ss.

On this day of May A.D. 1913, personally appeared before me, a Notary Public in and for the county of Lander, David M. Steindler, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



John C. Hamlyn
Notary Public

Exhibit A.

Bond

For, and in consideration of the sum of one (\$1.00) Dollar to me in hand paid by Harry Colbath, receipt whereof is hereby acknowledged, I, John Rossi, by these presents do give and grant unto the said Harry Colbath, for a period of eighteen (18) months from January 13th, 1913, the exclusive right and option to purchase or not to purchase for the sum of Thirty Thousand (\$30,000.00) Dollars, upon the terms as hereinafter set forth and provided, the entire group of lode mining claims situated, lying and adjoining the Tenat of Mill and Mining Company's group at Cortez, County of Eureka, State of Nevada, to-wit:

The entire group belonging to John Rossi as named and signed by said John Rossi upon the attached paper said attached paper being duly witnessed.

It is understood and agreed that to hold this option in force the said Harry Colbath agrees that from March 1st, 1913, to perform or have performed at least one hundred fifty (150) shifts of work per month upon said mining claims.

It is further understood and agreed that said Harry Colbath will not be allowed to extract for market any ores during the life of the bond.

The first payment of Three thousand (\$3,000.00) dollars to be made August 10th, 1913; Seven thousand (7,000.00) dollars to be paid January 10, 1914, the remaining Twenty thousand (\$20,000.00) Dollars to be paid July 10, 1914.

The said John Rossi covenants and agrees to place a good and sufficient deed of conveyance to all of said property in escrow, in some responsible bank, pending the payments above provided for.

In Witness Whereof, we have hereunto set our hands and seals this 10th day of January, A.D. 1913.

(Sgd.) John Rossi (Seal)

Party of the first part.

Harry Colbath (Seal)

Party of the second part.

The undersigned do hereby approve of and consent to the modification of a certain option or bond heretofore executed by John Rossi to Harry Colbath, dated January 10th, 1913, and which option has heretofore been assigned by said Harry Colbath, one of the signers hereof, to William Duffet by

assignment dated January 10th, 1913, and thereafter transferred by said William Sweet, one of the signers hereof to David M. Steindler, by assignment dated April 3rd, 1913, subject, however, to all of the terms and stipulations as to the interest of William Sweet, Harry Colbath and M. M. Mays, as set forth in the agreement between William Sweet and David M. Steindler dated May 21, 1913.

WM. Sweet

Witness signature of
WM. Sweet

Eugene L. Steindler
M. M. Mays.

Witness signature of
M. M. Mays

H. M. Thompson

Harry Colbath

M. H. Bertrand

Witness for Colbath.

Recorded at the request of D. M. Steindler June 10th, 1913 at 25 min. past 9 A.M.

Edgar Eather
Recorder