

MAE M DES MARIAS

and

A.C.GROSSMAN, and, SAMUEL KAPLAN.)

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)"
) AGREEMENT.
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THIS AGREEMENT made and entered into this 12th day of September, 1916, by and between MAE M. DES MARIAS, wife of PHILLIP MARTIN DES MARIAS, of the City and County of San Francisco, State of California, party of the first part, and A.C. GROSSMAN AND SAMUEL KAPLAN, of the same place, parties of the second part, W I T N E S S E T H:-

THAT WHEREAS the party of the first part does hereby represent that she is the sole and absolute owner, as her separate property, and free from all liens, claims and encumbrances of every kind and character, of that certain mine and mining claim situate and lying and being in the Eureka Mining District, EUREKA County, State of NEVADA, known and described as the "REPUBLIC", together with all the dips, spurs and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth, and all other mineral substances therein, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed, and all rights of every kind and character therein and thereto;

AND WHEREAS the said party of the first part has this day made and executed and delivered to the parties of the second part a Deed of an undivided one-half interest in and to the said lands and all property thereon and thereunder;

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS OF THE PARTIES HERETO,

the said parties have and do enter into the following agreement, viz:-

The party of the first part and the parties of the second part agree that the parties of the second part will, within the period of one month from date hereof, commence work upon the said mine, devoting their personal labors and such other labor as may be necessary for the purpose of properly, and for the best interest of all the parties, operating said mine and obtaining any gold, quartz and any other mineral that may be contained therein.

Said parties of the second part to have and pay out of their own funds the expenses of their own operation.

The parties of the second part are to continue to work and operate said mine and property so long as the same is or shall prove to be workable and successful in the sense of obtaining ores and minerals that will render a reasonable profit for the labor and expenses involved in the working of the same. Said parties of the second part are to have a free and untrammelled control in and to the conduct, management and working of said mine and are not to be interfered with, dictated to or instructed in any way, shape, form or manner by the party of the first part, or anyone under her control.

The parties of the second part are to send all ore and/or mineral that shall be obtained from said mine to the smelter for deduction purposes and to have full control of the funds that may be received for the said ore and/or mineral, ^{the Swede Company} paying over to the party of the first part, fifty per cent of the gross receipts of the said ore, less one-half of the actual costs and expenses of shipping the ore and/or mineral to the smelter and of the expenses at the smelter for the reducing of said ore to gold and/or silver.

The balance shall become the property of the parties of the second part and out of the same they shall bear and pay the expense of working and operating the mine; also the yearly taxes upon the property and shall hold the party of the first part free and clear of all expenses whatsoever.

The parties of the second part are to have the free, absolute and unconditional use of all the shaftings, tunnels, material, tools, work-houses, huts and other property of every kind and character that may be upon the land or adjacent thereto or belonging to said land for such use as they may desire to place the same to while engaged in the workings and operating of the mine;

IT IS AGREED between the parties hereto that neither the party of the first part nor the parties of the second part will sell or dispose of their or either of their interest in and to said mine without the mutual consent of all the parties hereto;

IT IS FURTHER AGREED that in the event of a reasonable offer shall be made for the sale of said mine that in such event the parties hereto agree that neither one will interfere with or refuse to consent to such sale. Should either of the parties refuse under such circumstances, the other party to this agreement shall have the right to sell the property and leave one-half thereof in a bank in escrow for the benefit of the other party and in which event either or both of said parties agree that they waive and shall have no defence whatsoever other than the question of the reasonableness of the price to an action to enforce a Deed of their particular share or interest in said property to the purchaser;

IT IS UNDERSTOOD AND AGREED that the Deed made this day shall remain binding and in force at all times, and that besides the nominal consideration provided for therein is the further consideration that the parties of the second part have agreed to work and operate said mine and to pay the expenses, all of which is considered by the party of the first part as a valuable consideration, and independent of any particular amount that may be necessary for them to expend in the premises;

IT IS UNDERSTOOD by the party of the first part that both the parties of the second part are in business in San Francisco, and that in addition to the investment of money and payment of labor for the working and operating of said mine, and their own labor and time, they are giving up their respective business to engage in this project, and that but for the Transfer of the undivided

interest in said land, and all property thereon and thereunder, they would not do so;
 IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the second part shall be the sole
 judges as to the length of time that they shall operate said mine during a particular year,
 having in mind that they will always do what they will consider to be for the best interest of
 all concerned.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year
 first above written.

Witness by

Harry K. Wolff.

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO) ss.

MAE M des MARAIS

SAMUEL KAPLAN.

A.C. GROSSMAN.

On this 13th day of September in the year one thousand nine hundred and
 sixteen, before me, W.H. PYBURN, a Notary Public, in and for the City and County of San Francisco,
 State of California, residing therein, duly commissioned and sworn, personally appeared Harry
 K. Wolff known to me to be the same person whose name is subscribed to the within instrument, as
 a subscribing witness thereto, who, being by me duly sworn, deposed and said, that he resides in
 the City and County of San Francisco, State of California, that he was present and saw MAE M. DES
 MARIAS, SAMUEL KAPLAN and A.C. GROSSMAN personally known to him to be the same persons described
 in and whose names are subscribed to the within instrument as parties thereto, sign and execute
 the same; and that he, the said affiant, subscribed his name to said instrument as a witness there-
 to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the
 City and County of San Francisco, State of California, the day and year in this Certificate first
 above written.

(Notary Seal)

W.H. PYBURN

NOTARY PUBLIC.

In and for the City and County of San Francisco, State of California.

229 Montgomery St.

Recorded at the request of Harry K. Wolff Oct. 4 A.D. 1916 at ... minutes past 9 A.M.

Edgar Eather, Recorder.