

MAE DE MARIAS

and

A.C.GROSSMAN and SAMUEL KAPLAN.)

AGREEMENT.

THIS AGREEMENT made and entered in to this 18th day of October, 1916 by and between MAE 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, Eureka County, State of Nevada, known and described as the "REPUBLIC", together with all the dips, spurs and aggles, 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 right 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-sixth interest (which is in addition to the undivided one-half interest heretofore conveyed, and which makes the said parties of the second part the owners of an undivided two-thirds interest) in and to the said lands and all property thereon and thereunder;

AND WHEREAS IT IS THEREFORE PROPER that the contract made by and between the above named parties dated Sept. 13, 1916, in respect to the workings of said property and interest therein be modified so as to conform to the additional interest this day acquired by the parties of the second part;

NOW THEREFORE the said contract is hereby modified as follows:-

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 week from date hereof, commence work upon the said mine, devoting their personal labors and such labor as may be necessary for the purpose of properly, and for the best interest of all of 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 ore 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 free and untrammelled control in and to the conduct, management and working of said mine and 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 reduction purposes and to have full control of the funds that may be received for the said ore and or mineral, Smelting Company paying over to the party of the first part, thirty-three and one-third per cent of the gross receipts of the said ore, less thirty-three and one-third per cent 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, and or minerals.

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 mining property not to exceed \$32.00 a year, and shall hold the party of the first part free and clear of all expenses whatsoever, provided, however, all over \$32.00 a year taxes shall be boren and paid by the party of the first part; 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 while engaged in the working 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 FUTHER 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 refues under such circumstances, the other party to this agreement shall have the right to sell the property and leave the one-third 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 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 businesses 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 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 seal the day and year first above written.

Mae M. Des Marais.

A. C. Grossman

Samuel Kaplan.

Witnessed by :-
Harry K. Wolff.

State of California)
City and County of San Francisco) ss.

On this 18th day of October 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 Mae Des Marias, wife of Phillip Martin des Marias; A. C. Grossman and Samuel Kaplan known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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 Grossman and Kaplan Oct. 21 A.D. 1916 at 45 minutes past 10 A.M.

Edgar Eather, Recorder.