

Eureka Prince Mining Company,

to

Mining Lease.

Charles E. Carter and George H. Carter.)

This agreement of lease made and entered into this thirteenth day of August, Nineteen Hundred and Twenty Three, by and between the Eureka Prince Mining Company, a corporation organized and existing under the laws of the State of Nevada, party of the first part and Charles E. Carter and George H. Carter of Eureka, Nevada, parties of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the rents, royalties and agreements herein set forth, has leased, let and remised unto the said parties of the second part, for the purpose of mining and the removal and sale of ores, all and singular, those pieces and parcels of mining ground situate, lying and being in the Eureka Mining District, Eureka County, Nevada and belonging to the party of the first part, to have and to hold unto the said parties of the second part, the said leased premises for the purpose of mining for the term beginning on the twentieth day of August, Nineteen Hundred and Twenty Three and ending on the twentieth day of August, Nineteen Hundred and Twenty Four and twelve o'clock noon, unless sooner terminated as hereinafter provided.

The parties of the second part hereby covenant and agree to enter upon said premises and to work the same in proper, skillful and workmanlike fashion, in a manner necessary to good and economical mining with due regard to the safety, preservation and development of said premises as a workable mine.

To well and sufficiently timber all the workings where good mining practice requires timbering and to keep said timbering in good, safe and serviceable condition during the continuance of this lease.

To keep the drifts, shafts and tunnels and other workings clear of loose rock and rubbish.

To occupy and hold as agent and representative of the party of the first part any and all cross or parallel lodes, spurs, veins or mineral deposits of any kind or nature whatsoever, which may be discovered by said leasees or any person or persons under them while working said leased premises, but with the privilege to the parties of the second part of working the same as a part of the leased premises subject to all the terms and reservations in this lease contained.

To permit the agent or agents of the party of the first part at any time to have access to any and all workings upon said premises for the purpose of sampling and testing the value of any and all ores that may be disclosed in any part of said workings or for the purpose of surveying or inspecting the condition of said premises and the workings thereon.

To promptly pay for all labor, materials and supplies used or employed in connection with such mining operations and on the last day of the term hereof, deliver to the party of the first part a full, true and correct statement in writing, showing all bills and accounts for labor, materials and supplies used or employed in such mining operations, and showing that all of them have been discharged.

To not allow any person or persons not in privity with the parties hereto to take or hold possession of said premises or any part thereof, provided nevertheless, that the parties of the second part shall have the right to assign this lease to another person or persons, upon obtaining the consent of the party of the first part.

To promptly report in writing to the lessor, any important strike of ore or any important increase in the value of ore already discovered on the premises.

To relinquish to the party of the first part all ore thrown on the dumps, which shall not have been shipped or sold before the termination of the period of this lease, but which shall then be remaining on the premises.

To notify the party of the first part of shipments of ore giving the name of the purchaser or reduction works.

To pay over, or cause to be paid over to the party of the first part, twenty per cent (20%) of the net amount received from smelters or other reduction works, for all ores extracted and shipped from the aforesaid leased premises by virtue of this lease.

Not to permit the removal from said premises of any ore or mineral bearing rock except for the purpose of shipment, treatment and sale as above provided.

All waste shall be removed by the parties of the second part out of the mine, which shall be piled separate from ore either to be shipped or left upon the premises as heretofore provided.

That the party of the first part may enter upon said premises during the continuance of this lease for the purpose of sinking a shaft or to do other work in connection with surface improvements.

That the party of the first part may terminate this lease before the expiration of one year upon giving three (3) month's notice to the parties of the second party in writing and paying to them the sum of Five Hundred Dollars (\$500) in cash.

That all shipments of ore above provided for shall be made through the Farmers & Merchants National Bank of Eureka and that upon receiving payment therefore, the twenty percent coming to the party of the first part as herein provided shall be credited to its account in said bank.

The parties of the second part further covenant and agree that they will during the continuance of this lease, perform at least fifty (50) days of labor upon the property during each and every month.

The parties of the second part further covenant and agree that they will post and keep posted upon the said property during the continuance of this lease, a notice that the party of the first part cannot be held in any way responsible for labor, supplies or any other indebtedness of the parties of the second part as required by the laws of the State of Nevada.

It is mutually agreed that if the parties of the second part shall fail to perform all or any of the covenants herein made that then the party of the first part may, upon five days notice in writing, served upon the parties of the second part or either of them, terminate this lease and all rights thereunder.

The parties of the second part hereby agree to surrender and deliver to the party of the first part at the expiration or termination of this lease, quiet and peaceable possession of the premises and all dumps, ores and material broken down in or from said premises and still remaining thereon, together with the appurtenances, except moveable machinery and buildings.

Executed in duplicate.

In witness whereof the said party of the first part has caused this instrument to be executed by its president under its seal and the parties of the second part have hereunto set their hands, the day and year first above written.

(Corporate Seal)

EUREKA PRINCE MINING COMPANY  
by Robt. B. Todd President.  
Charles E. Carter  
Geo. H. Carter.

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK.)

On this fifteenth day of August, A.D. Nineteen Hundred and Twenty Three, personally appeared before me, a Notary Public in and for the State and County aforesaid, Robert B. Todd, known to me to be the President of the Eureka Prince Mining Company, the corporation which executed the foregoing instrument and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation, that the signature to the said instrument was made by him as said officer as indicated after his signature and that said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Seal)

Louis C. Mand  
Notary Public Queens Count No.1625  
Certificate Filed in New York County No.145  
New York County Registers  
Commission Expires March 30, 1925.

Recorded at the request of Georg H. Carter August 22, A.D. 1923 At 10 minutes past 11 A.M.

Peter Merialdo--Recorder.