

File No. 21067.

J. L. Bay, and O. E. Vance,

to

M.L. Rogers, J.W. Glass, and C.P. Hughes.)

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} Agreement.
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MINING PARTNERSHIP AGREEMENT.

THIS AGREEMENT OF PARTNERSHIP, Made and entered into this first day of June, 1935, by and between, J.L. Bay, and O.E. Vance, both of Eureka, in the State of Nevada, as parties of the first part; and M.L. Rogers, of Centennial, State of Wyoming, and J.W. Glass, of Casper, State of Wyoming, and C.P. Hughes, of Denver, State of Colorado, as parties of the second part,

WITNESSETH:

THAT WHEREAS, the said parties hereto own and claim by virtue of location, and under bond and lease, certain mining claims, hereinafter described, in the Diamond Mining District, in Eureka County, in the State of Nevada, some of which are owned and claimed by the parties hereto individually, and some jointly, and there is reason to suppose that upon some or all the said claims there are valuable minerals; and WHEREAS, it is the wish and intention of the parties to explore said lands to ascertain the presence of such minerals, if they exist, and to work them if found in sufficient quantities and of sufficient richness.

NOW THEREFORE, In consideration of the premises and the mutual covenants in this agreement, the parties hereto do mutually convey each to the other such interests to all such minerals as may be found upon any or all of such claims lying in the Diamond Mining District, in Eureka County, in the State of Nevada, described as follows:

Silver Belle Lode Mining Claim, unpatented.
Silver Belle Lode Mining Claim, No. 1, unpatented.
Silver Belle Lode Mining Claim, No. 2, unpatented.
Silver Belle Lode Mining Claim, No. 3, unpatented.
Silver Belle Lode Mining Claim, No. 4, unpatented.
Spruce Lode Mining Claim, unpatented.

Spruce Lode Mining Claim, No. 1, unpatented.
 Spruce Lode Mining Claim, No. 2, unpatented.
 Spruce Lode Mining Claim, No. 3, unpatented.
 Spruce Lode Mining Claim, No. 4, unpatented.
 Spruce Lode Mining Claim, No. 5, unpatented.
 Silver Belle Lode Mining Claim, No. 5, unpatented.
 Silver Belle Lode Mining Claim, No. 6, unpatented.
 Silver Belle Lode Mining Claim, No. 7, unpatented.

Together with all mining equipment, machinery, tools, supplies and materials, now on or about the above extracting claims used in connection with the mining, milling, and extracting of ores from said claims; and together with all such privileges of access to and from said lands, the use of wood, timbers, water and other materials and privileges necessary to the proper working of minerals, should any be found, as will make each of the parties hereto own in fee-simple the following undivided interests in and to all the minerals and privileges above mentioned upon all of said claims, to-wit:

| | |
|---------------------|------------------------|
| <u>J. L. Bay</u> | <u>One fifth (1/5)</u> |
| <u>O. E. Vance</u> | <u>One fifth (1/5)</u> |
| <u>M. L. Rogers</u> | <u>One fifth (1/5)</u> |
| <u>J. W. Glass</u> | <u>One fifth (1/5)</u> |
| <u>C. P. Hughes</u> | <u>One fifth (1/5)</u> |

And the parties further covenant to proceed at their joint expense, according to the interests above set forth, to explore for minerals upon said lands, and to work said minerals upon their joint expense should valuable minerals be found in quantities sufficient to work; and all the profits arising therefrom are to be divided, and all the losses borne, according to the interests set forth above. And the said parties hereto, having mutual confidence in each other, make this partnership agreement on the following terms and conditions, viz:

1. The partnership shall be for the carrying on the business of mining; and to acquire mines and mining rights and other property, to own, work and lease gold, silver, copper, lead, zinc, and other mineral lands and claims; to treat, transport, and dispose of the ores and other products obtained therefrom or thereunder; to construct and operate such works as shall be necessary, and generally, to do and perform all or any of the matters aforesaid, and all other acts and things which in the judgment of this partnership may be requisite for its purposes or incidental thereto.

2. The partnership shall begin on the first day of June, 1935 and continue for a period of ten (10) years from that date; and may thereafter be renewed, or extended upon such terms and conditions as the parties hereto, or their successors in interest may then agree upon.

3. Said partnership shall be conducted and carried on under the partnership name, style, and firm name of "The Silver Belle Partnership."

4. The principal place of business of said partnership shall be in the Diamond Mining District, near the town of Eureka, in the County of Eureka, State of Nevada, or at such other place or places as the partners shall hereafter determine.

5. The capital of said partnership shall consist of the sum of \$5,500.00, to be contributed by said partners in the proportion of their respective interests heretofore shown herein, together with the bond and lease, lode claims, mining equipment, and machinery owned, leased or controlled by the respective parties hereto; together with all the income and profits arising from the employment thereof, with the exception of what each is entitled to draw out as wages, to become and constitute a permanent fund for partnership purposes.

6. That the parties of the first part hereto shall be known as the "working Partners," and will, at all times during the continuance of the said partnership, devote the whole of their time and skill, and to the best of their abilities carry on all the affairs of the said partnership, and shall not, nor will, at any time during the continuance of such partnership, either directly or indirectly, be concerned in any other trade, business or profession whatsoever which will interfere with the carrying out of this mining partnership agreement; and that their compensation for wages, expenses, and supplies, shall be fixed and determined by all of the

parties hereto; and such advances made for such purposes may be deducted from the respective shares of capital required to be paid in by said partners, or any partner hereto, and adjusted, charged or balanced accordingly in the division of any profits made by virtue of said partnership operations hereunder.

7. That C. P. Hughes, of Denver State of Colorado, shall have charge of the office, shall keep the books of the partnership, shall have exclusive charge of all the financial details of the partnership, including the receiving and collecting of all moneys due the partnership, and the payment of all moneys due from said partnership to others, whether in the general conduct of said business or otherwise. Said M. L. Rogers, of Centennial, State of Wyoming, shall have the actual outside working management of the business, but in no instance shall said party receive, collect, handle, or pay out any moneys due to said partnership.

8/ Books of account shall be kept by said partners, and entries made therein of all moneys, goods, effects, debts, sales, purchases, receipts, payments, and all other transactions of the said partnership. Said books of account, together with all bonds, notes, bills, letters, smelter returns, settlement sheets, assay reports, and other documents and rights belonging to the said partnership shall be carried on, or such other places as the partners, may agree upon, and shall be at all times open to the examination of any, or all partners.

9. Said books shall be kept in the exclusive custody of the said C. P. Hughes, regardless of his place residence; and all ore shipments, smelter returns, settlement sheets, assay reports, and other documents pertaining to the mining business to be conducted under this partnership agreement, shall be made, drawn, and handled in the name of "The Silver Belle Partnership, In care of C. P. Hughes, 738 U.S. Nat'l. Bank Building, Denver, State of Colorado," and not otherwise. And all partnership moneys received from any and all sources shall be deposited by the said C. P. Hughes, in said partnership name above described in the Wyoming National Bank of Casper, and shall be withdrawn therefrom only by check drawn and signed by said C. P. Hughes and J. W. Glass.

10. At the expiration of each and every month from the commencement of this partnership, or oftener upon request in writing by one partner to the others, an account of the supplies, stock, effects, credits, debts, and all partnership transactions shall be taken, and the true condition of the partnership, as far as possible, arrived at, and each partner agrees to lend his aid and services to effect this object.

11. That the relation of partnership hereunder shall arise from the ownership of shares, or interests, in the mines, lodes, claims, equipment, or property brought into this partnership and the working or using of the same for the purpose of extracting minerals and ores; and not otherwise.

12. That a partner to this agreement shall share in the profits and losses thereof in the proportion which the interest or share he owns in the property bears to the whole partnership capital or whole number of shares.

13. That each member of this partnership shall have a lien on the partnership property for the debts due the creditors thereof, and for money advanced by him for its use.

14. That the mining ground, or other necessary property owned or worked by the partners hereunder, in mining, whether purchased with partnership funds or not, shall be partnership property.

15. That any one or more of the partners hereto may convey his interest in the mine, lodes, claims, equipment or business, without dissolving the partnership; and that the purchaser from the date of his purchase shall become a member of the partnership.

16. That a purchaser of an interest in the mining ground of this partnership shall take it subject to the liens existing in favor of the partners for debts due all creditors thereof, or

advances made for the benefit of the partnership, unless he purchases in good fiath, for a valuable consideration, without notice of such liens.

17. That a purchaser of the interest of a partner in amine, when the partnership hereunder is engaged in working it, shall take with notice of all liens resulting from the relation of the partners to each other, and to the creditors of the partnership.

18. No member of this partnership, or other agent or manager thereof, can, by a contract in writing, or otherwise, bind the partnership, except by express authority derived from the members thereof in accordance with the terms and objects of this mining partnership agreement.

19. The decision of the members owning a majority of the shares or interests in this mining partnership herein provided for shall bind it in the conduct of its business.

20. Incase of any disputes or differences ariseing under the terms of this partnership agreement, or the rights of the partners hereunder, this agreement shall be deemed to have been made, executed and delivered within the State of Nevada; and the rules and regulations as laid down by the mining laws and decisions of that State shall be binding upon the parties hereto, and this agreement shall be construed as a mining partnership for the aims and objects herein set forth; and the rights of the parties hereto shall not be controlled or determined by the laws of general or limited partnership.

21. The making, execution, acknowledging, recording, and filing of this mining partnership agreement shall not be construed as an invitation to creditors, or otherwise, to extend credit to the partnership by virtue of anything herein contained.

22. The death of any partner shall not dissolve the partnership between the remaining partners; and the administrator, executor, heirs, legatees, or other personal representative shall be substituted hereunder, and the partnership business carried on the same as if such death had not occured, until the expiration of the term of partnership, and no part of the capital shall be withdrawn by any such legal representatives or successors; provided, that should such interest of the decedent be required to pay his debts, in course of lawful administration, then there shall be a withdrawal only, and upon such terms as the remaining members of the partnership and such legal representatives or successors may agree upon, of such capital, with profits already accrued, over and above ascertained and probable losses, but in no case shall there be a sale of such deceased partner's share or interest.

IN WITNESS WHEREOF, The parties hereto have affixed their signatures hereunto the day and date first above written.

J. L. Bay
O. E. Vance _____ Parties of the First Part.
M. L. Rogers _____
J. W. Glass _____
C. P. Hughes _____ Parties of the Second part.

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

On this 8 day of June, A.D. 1935, personally appeared before me, a Notary Public, in and for Eureka County, O. E. Vance, 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.

My Commission Expires June 28, 1938.

(Notarial Seal)

W. R. Reynolds

Notary Public.

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

On this 8 day of June, A.D. 1935, personally appeared before me, a Notary Public, in and for Eureka County, J. L. Bay, 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 use and purposes therein mentioned.

My Commission Expires June 28, 1938.

{Notarial Seal)

W. R. Reynolds
Notary Public.

STATE OF WYOMING)
) ss.
COUNTY OF NATIONA)

On this 1st day of June, A.D. 1935, personally appeared before me, a Notary Public, in and for Natona County, M. L. Rogers, 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.

My Commission Expires July 18, 1937

(Notarial Seal)

Geo. M. Rafferty
Notary Public.

STATE OF WYOMING)
) ss.
COUNTY OF NATIONA)

On this 1st day of June, A.D. 1935, personally appeared before me, a Notary Public, in and for Natona County, J. W. Glass, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the foregoing instrument, freely and voluntarily and for the uses and purposes therein mentioned.

My Commission Expires July 18, 1937

(Notarial Seal)

Geo. M. Rafferty
Notary Public.

STATE OF WYOMING)
) ss.
COUNTY OF NATIONA)

On this 1st day of June, A.D. 1935, personall appeared before me, a Notary Public, in and for Natona County, C. P. Hughes, 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.

My Commission Expires July 18, 1937.

(Notarial Seal)

Geo. M. Rafferty
Notary Public.

Recorded at the request of C.E. Vance June 8, A.D. 1935 At 55 minutes past 11 A.M.

Peter Merialdo--- Recorder.