

File No. 23513.

Richmond-Eureka Mining Company,  
 First Party,  
 Charles F. Wittenberg, M.W. Burdick,  
 and Thomas F. Cole, second parties,  
 to  
 Eureka Corporation, Limited, Third Party.)

### A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 26th day of April, 1940, by and between RICHMOND-EUREKA MINING COMPANY, a corporation of the State of Maine, First Party, CHARLES F. WITTENBERG, M.W. BURDICK and THOMAS F. COLE, residents of the State of Nevada, Second Parties, and EUREKA CORPORATION, LIMITED, a corporation of the Province of Nova Scotia, Dominion of Canada, Third Party:

#### W I T N E S S E T H:

First Party is the owner of certain patented mining claims and of the following described unpatented lode mining claims, to iwt:

R.E. No.2, R. E. No.3 Amended, R.E. No.4, and R.E. Nos. 6 to 25 inclusive; all situate in Eureka Mining District, County of Eureka, State of Nevada.

Second Parties are the owners of certain patented lode mining claims and of the following unpatented Lode mining claims, to wit:

Cyanide Extension, Cyanide Extension Nos.1, 3, 4, 5, 6, 7, 8, 13, 14, 16, 17, 24, 25, 26 and 27; Adams Hill Extension, Adams Hill Extension Nos.1,2,3,4,5,6,7,8,9, and 10; December Nos. 2,3,4,5 and 6; January, Sage Brush, Sage Brush No.1, Windy Fraction, March Fraction, Cyanide Fraction, Auro Fraction, Sunday Fraction, Little Addie Fraction, Little Addie, Stormy Fraction, New Years, East Cyanide, Adams Hill Fraction, Mohawk, Fraser & Molino, Adams Hill Apex, Pine Fraction, Helen (1/2 interest), Altoona, Red Seal, May Fraction, Lucky Dick Fraction, Lucky Dick, Monarch Fraction, Last Fraction, Democrat Fraction, Elsie and/or Elsie No.1, December Fraction, Cedar Tree, Cedar Fraction, Helen No.2, B.B., Dodge Fraction, Badger Extension, Elsie Fraction, July, July No.1, July No.2, July Fraction, Cub, Cub No.1, Alpha Extension, Alpha Extension Nos. 2, 3,4,5,6 and 7; Fox, Fox No.1 and Fox No.2; all situate in said Eureka Mining District, County

of Eureka, State of Nevada.

Third Party has a lease on the lode mining claims owned by First Party, both patented and unpatented, and has an option to purchase the lode mining claims owned by Second Parties, both patented and unpatented, and under the terms and provisions of said lease and of said option, Third Party is required to do the annual assessment work upon or for the benefit of the unpatented claims covered by said lease and by said option in order to maintain the title thereto.

The lode mining claims covered by said lease and the lode mining claims covered by said option are contiguous and mining experience in these properties and the geological data tend to indicate that ore zones are most likely to be found at depth; and the parties believe and agree that the development of the unpatented claims covered by said lease and the unpatented claims covered by said option can be most effectively accomplished by work performed at depth by the reopening of a drift or drifts from the 900 level of the Locan Shaft, the driving of workings therefrom, and by drilling to depth from a point or points in such workings, all within the property of First Party, and that the work so done and performed will jointly benefit the respective groups of unpatented claims and constitute the best general plan for the development of such claims.

NOW, THEREFORE, in consideration of the premises and of the benefits to accrue to the respective parties, it is AGREED by and between the parties hereto as follows, to wit:

1. First Party and Second Parties hereby consent and agree that for the year ending July 1, 1940, annual assessment work upon the unpatented mining claims covered by the lease hereinabove referred to, and annual assessment work upon the unpatented mining claims covered by the option hereinabove referred to, may be done by the Third Party through the Locan Shaft, and drifts and cross-cuts extending therefrom, and by drilling at one or more points in said drifts or cross-cuts, all upon the property of First Party.

2. Third Party agrees that it will do and perform work at the point or points and of the character above referred to, sufficient in amount to represent not less than One Hundred (\$100.00) Dollars worth of labor and improvements for each and all of the above described unpatented lode mining claims.

3. It is further expressly understood and agreed that the work and labor so performed shall be applied first to satisfaction of the requirement for annual assessment work to maintain the title to the unpatented mining claims covered by the lease given by First Party and above referred to, and second, to satisfaction of the requirement for the annual assessment work to maintain the title to the unpatented mining claims covered by the option given by Second Parties and above referred to; the First Party agrees that the performance by the Third Party of such work to such value and amount shall be deemed a compliance by the Third Party with the obligations assumed by it under said lease with respect to the performance of assessment work for the year ending July 1, 1940, upon the unpatented mining claims covered by said lease; and the Second Parties agree that the performance by the Third Party of such work to such value and amount shall be deemed a compliance by the Third Party with the obligations assumed by it under said option with respect to the performance of assessment work for the year ending July 1, 1940 upon the unpatented mining claims covered by said option.

4. It is further expressly understood and agreed by and between the parties hereto that neither by the performance of such work nor by the consent of First Party to the performance of such work, nor otherwise, shall Second Parties (or Third Party, except as said Third Party may have such right under its lease from First Party) be deemed to have acquired any right to the further use in any way whatsoever of the Locan Shaft or the drifts and crosscuts extending therefrom, or any drill holes driven from such drifts or crosscuts, but Second Parties shall be entitled to receive and have the benefit of all information acquired in the course of the perfor-

mance of such assessment work, it being recognized by the parties that the benefit to result to the claims of Second Parties from the performance of such work lies in the geological data which will so be acquired, and not in any right to the further use of said shaft, drifts, crosscuts or drill holes after the said assessment work shall have been completed.

IN WITNESS WHEREOF, First Party and Third Party have caused this instrument to be executed by their proper officers thereunto duly authorized, and Second Parties have hereunto set their hands, all in triplicate, as of the day and year first hereinabove written.

ATTEST: (SEAL)  
George Mixter  
 Secretary

RICHMOND-EUREKA MINING COMPANY  
 By C.A. Hight  
 Its FIRST PARTY

Charles F. Wittenberg (Seal)  
 (Charles F. Wittenberg)

M. W. Burdick (Seal)  
 (M.W. Burdick)

(Seal)  
 (Thomas F. Cole)

ATTEST:  
W. B. Malone  
 Secretary

EUREKA CORPORATION, LIMITED (CORPORATE SEAL)  
 By T. Lindsley  
 Its President.  
 THIRD PARTY

Fred L. Cole and W. W. Morin, as Executors of the Last Will and Testament of Thomas F. Cole deceased, duly appointed, acting and qualified by the Superior Court of the State of California in and for the County of Los Angeles, Probate No. 186629, hereby join in and approve of this agreement in their official capacity, upon the understanding that said approval may hereafter require confirmation by some probate court of competent jurisdiction, either in California or Nevada.

Fred L. Cole (Seal)

J.W. Morin (Seal)

Recorded at the request of Wm. Sharp July 5, A.D. 1940 At 30 minutes past 11 A.M.

Peter Merialdo---Recorder.