

Richmond-Eureka Mining Company )  
   ) Agreement.  
   )  
 to )  
 William F. James )

AGREEMENT made this 30th day of June, 1937, between RICHMOND-EUREKA MINING COMPANY, a corporation of the State of Maine, party of the first part, and WILLIAM F. JAMES, of the city of Toronto, Province of Ontario, Dominion of Canada, party of the second part, WITNESSETH:

THAT WHEREAS under date of June 30, 1937, the Richmond-Eureka Mining Company leased to James certain property situated in the Eureka Mining District, Eureka County, State of Nevada, the said properties and the terms, conditions and purposes of said lease and the rentals thereunder being all set forth and described in said lease, to which reference is hereby made; and

WHEREAS to insure against any dispute as to ownership of ore which may be discovered within or beyond the limits of the leased property, also by way of addition to and extension of the property to be operated under the terms of the lease, James, the Lessee, has secured an option from Charles F. Wittenberg and M. W. Burdick, of Tonopah, Nevada, and Thomas F. Cole, of Reno, Nevada, on various patented and unpatented mining claims and other property situated in the Eureka Mining District, Eureka, Nevada, adjoining, on the northerly side thereof, the properties included under said lease; for description of said optioned property reference being hereby made to said option agreement; and

WHEREAS in accordance with the provisions of said option and in support thereof, a deed dated April 12, 1937 has been executed by the optionors above-mentioned, conveying said properties to James, Lessee under said lease, and said deed has been placed in escrow with the First National Bank in Reno at Tonopah, Nevada, to be delivered upon full payment of the purchase price of the property, as provided in said option agreement;

NOW THEREFORE it is agreed by and between the parties hereto as follows:

1. That the option granted by Wittenberg and others to James, hereintofore referred to, shall be held and used, as hereinafter provided, for the benefit and protection of the lease from Richmond-Eureka Mining Company to James, above-mentioned, and the property covered by said lease.
2. James agrees that at least thrity (30) days before the due date of each and every purchase price payment under said option, he will notify Richmond-Eureka Mining Company in writing as to whether or not he will make such option payment; and if he makes all payments, thereby

completing the purchase of the property, so as to entitle him to delivery of the escrow deed, he will forthwith upon acquiring title to said property convey the same to Richmond-Eureka Mining Company, and Richmond-Eureka Mining Company will place under its lease to James the property so acquired, subject to the terms and conditions thereof, and all rentals payable thereunder, the same to become part of the property leased thereunder; and in such case, the lease to James still continuing in full force and effect, James shall be entitled to reimbursement of the actual payments made by him on account of the purchase of said optioned property; such reimbursement to be made out of the first net proceeds of ore mined from any of the properties included under said lease; no royalties or rentals to be paid nor any other division of net proceeds to be made until reimbursement is fully accomplished as aforesaid.

3. Richmond-Eureka Mining Company does not in any way by this agreement bind itself or agree to make any payments or advances under said option, or assume any obligation or liability thereunder; but it is agreed by and between the parties hereto that if, the lease to James still continuing in force, James elects not to make any payment coming due under the option, Richmond-Eureka Mining Company may furnish the funds required, if it so elects, and James will cause the payment to be made with funds so furnished; and if the option payments are completed so that delivery of the deed to the optioned property is obtained, the property shall be conveyed to Richmond-Eureka Mining Company and be put under the lease from Richmond-Eureka Mining Company to James, and the parties, to the extent that they have severally made payments on account of the purchase price under said option, shall be reimbursed out of the first net proceeds from ore mined from any of the property under the lease, as hereinbefore provided.

4. If, the lease above-mentioned still continuing in force, neither James nor Richmond-Eureka Mining Company elects to make further payments under said option, then the option shall be surrendered and cancelled, and there shall be no reimbursement to either party out of the net proceeds of the ore for any payments theretofore made by either of them.

5. If James withdraws from and/or surrenders the lease from Richmond-Eureka Mining Company, or if said lease shall be cancelled or terminated for any reason whatsoever, then the Richmond-Eureka Mining Company shall have the right to take over the option and to continue the payments, but James shall not be entitled to any reimbursement for payments theretofore made by him under the option.

6. The option provides, in Paragraph Seventh thereof, that it shall not be assignable without the written consent of the optionors. James assures Richmond-Eureka Mining Company that he has obtained such written consent and hereby agrees and undertakes to procure from the optionors such further written consent as may be necessary to enable him to carry out this agreement and make it in all respects valid and binding.

7. Richmond-Eureka Mining Company has included under its lease to James all its right, title and interest in and to any claims in said Mining District, some of them not connected with the main body of the property. The property leased includes also town lots and mill sites. It may also be desirable to option or acquire other property for the protection of the Richmond-Eureka ore bodies, or for addition to, or extension of, the properties. In this connection the parties agree to take a circle having a radius of two (2) miles or a diameter of four (4) miles, with the centre at the Richmond-shaft, and it is agreed that if either party, before or during the life of said lease, shall have optioned or acquired, or shall option or acquire, any property within this circle, the other party shall forthwith be notified, and within sixty (60) days after notice shall elect whether the option or property is to be held for the benefit of, or included under said lease; and if it is agreed that the option or property shall be held for the benefit of, or included under the said lease, all necessary steps shall be taken

by assignment, conveyance or lease, to the end that the option shall be held for the benefit of, or the property placed under said lease, and the party acquiring and paying for the property shall be reimbursed out of the net proceeds of any ore mined from any of the properties included under said lease; no royalties to be paid, and no other division of net proceeds to be made, until reimbursement is made as aforesaid. If upon being notified of an option or purchase by one of the parties, the other party elects against its being included under said lease, then the party acquiring the property or holding the option may acquire or hold it independently for his own account.

8. All notices called for to be given under this agreement shall be in writing, and until otherwise designated by the respective parties, notice to Richmond-Eureka Mining Company shall be delivered to that company care of C. A. Hight, President, No. 75 Federal Street, Boston, Massachusetts, and notice to James shall be delivered addressed to him at the office of Ventures, Ltd., Bank of Commerce Building, King Street, City of Toronto, Province of Ontario, Canada.

WITNESS the signatures of the parties hereto on the day and year first herein-above written.

Attest: (Corporate Seal)

George Mixten  
Secretary

RICHMOND-EUREKA MINING COMPANY

By C. A. Hight Pres.

William F. James Seal

Recorded at the request of Geo. W. Mitchell Aug. 29 A. D. 1947 At 32 minutes past 10 A. M.

Peter Merialdo----Recorder.