

File 32342

Juneva Lanser Hutchinson,  
Nelson Towne Shaw,  
June Shaw Haseltine, and  
Julia A. Shaw,  
and  
The Green Investment Company,  
Lessors,  
to  
Eureka Corporation Limited,  
Lessee.

EXTENSION AGREEMENT

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THIS AGREEMENT, made this 18th day of April, 1956, by and between JUNEVA LANSER HUTCHINSON, NELSON TOWNE SHAW, JUNE SHAW HASELTINE, JULIA A. SHAW and THE GREEN INVESTMENT COMPANY, as first parties (hereinafter called "Lessors"), and EUREKA CORPORATION LIMITED, a corporation organized and existing under and pursuant to the laws of the Province of Nova Scotia, Dominion of Canada, as second party (hereinafter called "Lessee"),

W I T N E S S E T H:

WHEREAS,

1. NELSON TOWNE SHAW, PAUL PFLUEGER and ROBERT ALLAN, as Executors of the will of

EVELYN AMELIA TOWNE WORDEN, Deceased, W. R. REYNOLDS, the Ancillary Administrator with the Will Annexed of the Estate of EVELYN AMELIA TOWNE WORDEN, Deceased, in the State of Nevada, and THE GREEN INVESTMENT COMPANY, as first parties and Lessors, and EUREKA CORPORATION LIMITED, as second party and Lessee, did on June 15, 1945 make and enter into a lease covering certain mining ground in Eureka County, Nevada, known as the Jackson group of Mines, consisting of the "Jackson", "Wilson" and "Tinnie" claims.

2. By decree of distribution made on August 14, 1945 by the District Court in the Third Judicial District of the State of Nevada, in and for the County of Eureka, the interest of EVELYN AMELIA TOWNE WORDEN, Deceased, in said property was distributed to NELSON TOWNE SHAW (51%), JUNE SHAW HASELTINE (12½%), JULIA A. SHAW (12½%), and to NELSON TOWNE SHAW, ROBERT ALLAN and PAUL A. PFLUEGER (24½%) in trust for the benefit of JUNEVA LANSER. By decree of distribution and discharge made December 14, 1955, the 24½% interest held by NELSON TOWNE SHAW, ROBERT ALLAN and PAUL A. PFLUEGER as said trustees was distributed to JUNEVA LANSER HUTCHINSON, formerly JUNEVA LANSER.

3. The term of said lease expiring on June 14, 1948, was extended to June 15, 1950, by an agreement in writing between the parties hereto and dated January 5, 1948, and the semiannual payments of rent provided in said lease and extension agreement, amounting to \$1500.00 each, have been paid.

4. The term of said lease expiring on June 14, 1948, as extended to June 15, 1950, as aforesaid, was further extended to June 15, 1952, by an agreement in writing between the parties hereto and dated May 22, 1950, and to June 15, 1956, by an agreement in writing between the parties hereto dated April 8, 1952, and the semiannual payments of rent provided in said lease and extension agreements, amounting to \$1500.00 each, have been paid.

5. The said lease contains an option to purchase said property for \$75,000.00, less rent and royalties (amounting to \$33,000.00 as of June 14, 1956) upon termination of said lease, provided Lessee is not in default, said option to be exercised within the period, in the manner and upon the conditions set forth in said lease.

6. Lessee has requested a further extension of the term of said lease and of the time within which to exercise said option, and Lessors are willing to grant the same upon the conditions hereinafter expressed.

NOW, THEREFORE, in consideration of the premises and other valuable considerations to each of the parties hereto moving, the receipt whereof is hereby acknowledged, the parties agree as follows:

(a) Lessors hereby extend the term of said lease and the time within which the said option contained in paragraph 24 of said lease may be exercised until June 15, 1960, upon all of the terms, covenants and conditions set forth in said lease.

(b) Lessee will pay as rent therefor, in addition to the royalties in said lease reserved, the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) semiannually, commencing June 15, 1956, and continuing thereafter semiannually to and including June 15, 1960, or until the exercise of said option, whichever is first to occur. The payments made hereunder shall be applied and credited on the option purchase price in the event that said option is exercised and as provided in said lease.

(c) This extension is made subject to all the terms, covenants and conditions of said lease, except as expressly modified by this extension agreement.

IN WITNESS WHEREOF, the parties have executed these presents, the day and year first above written.

Juneva Lanser Hutchinson  
Juneva Lanser Hutchinson  
Nelson Towne Shaw by Julia A. Shaw  
Nelson Towne Shaw(attorney-in-fact)  
June Shaw Haseltine  
June Shaw Haseltine  
Julia A. Shaw  
Julia A. Shaw

STATE OF CALIFORNIA, )  
City and County of San Francisco ) ss.

On this 20th day of April, A.D. 1956, before me, HAZEL E. THOMPSON, a notary public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Juneva Lanser Hutchinson, June Shaw Haseltine and Julia A. Shaw, 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 the day and year in this Certificate first above written.  
(Notarial Seal) Hazel E. Thompson  
Notary Public, In and for the City and County of San Francisco, State of California  
My Commission expires Oct. 14, 1958.

STATE OF CALIFORNIA, )  
City and County of San Francisco ) ss.

On this 20 th day of April in the year one thousand nine hundred and fifty-six, before me, Hazel E. Thompson, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Julia A. Shaw known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Nelson Towne Shaw, and acknowledged to me that she subscribed the name of Nelson Towne Shaw thereto as principal, and her own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.  
(Notarial Seal) Hazel E. Thompson  
Notary Public in and for the City and County of San Francisco, State of California  
My Commission expires Oct. 14, 1958.

(CORPORATE SEAL)

THE GREEN INVESTMENT COMPANY  
By Rinaldo Sciaroni Jr.  
VICE PRESIDENT  
By Katherine M. Schuck  
SECRETARY  
LESSORS.

STATE OF CALIFORNIA, )  
CITY AND COUNTY OF SAN FRANCISCO ) ss.

On this 25th day of April in the year one thousand nine hundred and fifty-six before me, MAUDE W. NASH, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Rinaldo Sciaroni, Jr., and Katnerin M. Schuck, known to me to be the Vice-President and the Secretary of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.  
(Notarial Seal) Maude W. Nash  
Notary Public in and for the City and County of San Francisco, State of California.  
My Commission Expires Oct. 14, 1958.

EUREKA CORPORATION LIMITED  
BY W. B. Maxwell  
DIRECTOR  
BY A Callaway  
SECRETARY  
LESSEE.