

File No. 32980

Patrick Primeaux)
 to) AGREEMENT
 American Colloid Company)

AGREEMENT

THIS AGREEMENT, made in duplicate, this 25th day of April, 1953, by and between PATRICK PRIMEAUX, of Winnemucca, Nevada (hereinafter called "Primeaux") and AMERICAN COLLOID COMPANY, a South Dakota Corporation authorized and existing under the laws of the State of South Dakota with its principal business office at Merchandise Mart Plaza, Chicago 54, Illinois (hereinafter called "Colloid");

W I T N E S S E T H:

WHEREAS, PATRICK PRIMEAUX, ANNA PRIMEAUX, ANTOINE PRIMEAUX, ELLEN E. PRIMEAUX, NEWMAN ROBEAR, GRACE ROBEAR, ROY L. PRIMEAUX, FRANCES L. PRIMEAUX, SALLY KNUDSON, ROBERT KNUDSON, DAVID ERNEST, AUDERY RATHMON, ROGER RATHMON, DORA LA MAR, ADELLE MEREDITH and JIMMY SPILLMAN made a valid discovery of perlite, and on July 13, 1952 located the following described placer mining claim situate in the County of Eureka, State of Nevada:

The northeast one-Quarter (NE $\frac{1}{4}$) of Section Twelve (12) Township Thirty-two (32) North, Range Fifty-one (51) East, containing one hundred sixty (160) acres, more or less, and known as Primeaux Placer Mining Claim.

and

WHEREAS, SALLY KNUDSON, PATRICK PRIMEAUX, ANNA PRIMEAUX, ELLEN E. PRIMEAUX, GRACE ROBEAR, NEWMAN ROBEAR, ELOISE MATTICE, ADELLE MEREDITH, AUDERY RATHMON, FLORENCE PERSONS, ANTOINE PRIMEAUX, DORA LA MAR, MUREIL LOPEZ, FRANCES L. PRIMEAUX, ROY L. PRIMEAUX and ROBERT KNUDSON made a valid discovery of perlite, and on July 13, 1952 located the following described placer mining claim situate in the County of Eureka, State of Nevada:

The Northwest One-Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Thirty-two (32) North, Range Fifty-one (51) East, containing one hundred sixty (160) acres, more or less, and known as Primeaux No. 1 Placer Mining Claim.

and

WHEREAS, Primeaux has now acquired by conveyances and assignments for valuable consideration, all right, title and interest of SALLY KNUDSON, ANNA PRIMEAUX, ELLEN E. PRIMEAUX, GRACE ROBEAR, NEWMAN ROBEAR, ELOISE MATTICE, ADELLE MEREDITH, AUDERY RATHMON, FLORENCE PERSONS, ANTOINE PRIMEAUX, DORA LA MAR, MUREIL LOPEZ, FRANCES L. PRIMEAUX, ROY L. PRIMEAUX, ROBERT KNUDSON, DAVID ERNEST, ROGER RATHMON and JIMMY SPILLMAN to said placer mining claims and said Primeaux represents that he is the sole owner thereof;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained the parties hereto agree as follows:

1. Primeaux does hereby demise, let and lease unto Colloid, its successors and assigns, those certain placer mining claims located and situated in the County of Eureka, State of Nevada, and more particularly described as follows:

Primeaux Placer Mining Claim, more particularly described in that certain location certificate recorded Aug. 12, 1952 in the office of the County Recorder of Eureka County, Nevada in Liber J of Outside Mining Locations at Page 198, and in that certain amended location notice recorded September 18, 1952 in Liber J of Outside Mining Locations, page 207. Pr

Primeaux No. 1 Place Mining Claim, more particularly described in that certain location certificate recorded Aug. 12, 1952 in the office of the County Recorder of Eureka County, Nevada in Liber J. of Outside Mining Locations at Page 199, and in that certain amended location certificate recorded September 18, 1952 in Liber J of Outside Mining Locations, page 209.

together with the exclusive right and privilege to prospect and explore for and to mine and remove from said premises all or any part of the perlite and other minerals found or existing therein.

TO HAVE AND TO HOLD the same for a term of one (1) year and from year to year thereafter until terminated by Colloid as hereinafter provided, subject to the covenants herein expressed to be kept and performed.

Primeaux covenants that he is the owner of the perlite placer mining claims hereinbefore described free and clear of all liens and encumbrances and that said placer mining claims have been properly located in conformance with the laws of the United States and of the State of Nevada and are in full force and effect.

2. Colloid agrees to pay Primeaux in the manner hereinafter provided a royalty on all perlite removed from said premises, said royalty to be at the rate of Sixteen Cents (16¢) per ton of Two Thousand (2,000) pounds for all perlite mined and removed from said premises. For the purpose of this agreement the tonnage of

perlite removed from said premises shall be based upon shipping weight. Said shipping weight shall be the weight of the crushed, graded, but unexpanded perlite as shipped from a crushing plant as determined by railroad weights when such perlite is shipped by rail. When shipped by other means the weights shall be determined by Colloid's records.

3. All royalties due hereunder for perlite mined and removed from said premises shall be paid to Primeaux on or before the 15th day of each month for shipments made during the preceding month. After the expiration of the first year of this lease Colloid shall pay a minimum royalty of One Hundred Dollars (\$100.00) to be payable within ten (10) day after the commencement of said second year and a minimum royalty of Two Hundred Dollars (\$200.00) per year during the third year and each succeeding year thereafter, all of such royalties to be payable with ten (10) days after the commencement of said year within which said royalties shall become due. All minimum royalty payments made hereunder shall apply and be credited against any royalty payments which may become due and owing under the terms hereof. Any and all payments becoming due hereunder to Primeaux by Colloid may be paid by Colloid by mailing its check payable to Primeaux at Winnemucca, Nevada, or such other place as Primeaux may from time to time in writing request.

4. Colloid may terminate this lease at the expiration of any lease year by giving written notice of its intention to terminate said lease not less than three (3) months prior to such termination date. In the event of such termination Colloid shall thereafter not be liable for any future minimum royalty payments but such termination shall in no way affect its liability to pay said royalty of Sixteen Cents (16¢) per ton of Two Thousand (2,000) pounds upon all perlite thereto fore mined and removed from said premises in the manner hereinbefore provided.

5. Colloid agrees to keep full and accurate records showing the exact weights of perlite mined and removed from said premises and shipped from a crushing plat. Duplicate copies thereof shall be made available for inspection by authorized representatives of Primeaux at all reasonable times during business hours.

6. Colloid shall perform all assessment work required by law to be performed on said claims for the year ending July 1, 1953 and subsequent years that least is in effect, and shall file appropriate proof thereof in the office of the County Recorder of Eureka County within the time required by law, or if assessment work is suspended or postponed by law shall file such notices or other documents as are required to hold said claims and shall furnish proof thereof to Primeaux not less than ten (10) days prior to the required filing date.

7. Either party to this lease shall have the right to cancel the same upon the occurrence or existence of default by the other in the performace of any of the terms or conditions thereof, by giving written notice to the other party of its election to so do, but in the event of the occurrence or existence of such breach, then, before the aggrieved party shall have the right to cancel this agreement, written notice shall be given, setting forth the matter complained of as constituting such breach, and thereafter the party to whom such notice is given shall have thirty (30) day s after the giving of such notice to cure any such default. In the event all defaults so specified are cured within said thirty (30) days, this lease shall remain in full force and effect the same as though any such defaults had not existed or occurred; otherwise the aggrieved party may declare the lease terminated.

8. Any and all notices required to be served on Primeaux by Colloid shall be served by mailing a copy of said notice in a postage prepaid envelope, registered mail, return receipt requested, addressed to Primeaux at Winnemucca, Nevada, and any and all notices required to be served on Colloid by Primeaux may be served on Colloid by Primeaux may be served by mailing a copy of said Notice in a postage prepaid envelope, registered mail, return receipt requested, addressed to Colloid at Merchandise Mart Plaza, Chicago 54, Illinois, and the mailing of such notice shall constitute service for all purposes of this agreement. Either party may from time to time change the withiñ address for service by giving notice of such change to the other party.

9. This agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF said PATRICK PRIMEAUX has affixed his hand and seal and said AMERICAN COLLOID COMPANY has caused these presents to be executed by its proper officer duly authorized, all as of the day and year first

above written.

Patrick Primeaux (Seal)

AMERICAN COLLOID COMPANY

BY Paul Bechtner, Pres.

(Seal)
ATTEST:

Jeanette Salmon
Asst. Secy.

STATE OF NEVADA)
) SS.
COUNTY OF ELKO.)

On this 25th day of April, A.D. 1953, personally appeared before me, Orville R. Wilson, a notary public in and for Elko County, PATRICK PRIMEAUX, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Elko the day and year in this certificate first above written.

My commission expires: Oct. 18, 1953

(Notarial Seal) Orville R. Wilson

Notary Public in and for the
County of Elko, State of Nevada.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 30th day of April, A.D. 1953, personally appeared before me, LeRoy H. Huebner, a notary public in and for Cook County, State of Illinois, known to me to be the President executing the same on behalf of the corporation that 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 signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Cook the day and year in this certificate first above written.

(Notarial Seal)

LeRoy H. Huebner

Notary Public in and for the
County of Cook, State of Illinois

My commission expires: April 12, 1955

Recorded at the Request of American Colloid Company, April 26, A.D. 1957 At 50 minutes past 10 A.M.

Clara Crane, Recorder.
By Marian Herrera, Deputy.