

Richmond-Eureka Mining Company )  
to )  
Eureka Corporation Limited ) AGREEMENT

A G R E E M E N T

THIS AGREEMENT made as of the first day of July, 1957, by and between RICHMOND-EUREKA MINING COMPANY, a corporation organized and existing under the laws of the State of Maine, Party of the First Part, and hereinafter called "Richmond-Eureka", and EUREKA CORPORATION LIMITED, a corporation organized and existing under the laws of the Province of Nova Scotia, Dominion of Canada, Party of the Second Part, and hereinafter called "Eureka";

W I T N E S S E T H:

WHEREAS, by an Agreement made as of the first day of April, 1956, the parties hereto amended certain agreements expressly described in a previous agreement made as of the first day of April, 1955 and now desire to change the character of the performance of Eureka's obligations under the Lease and the Agreement of June 30, 1937, respectively, only in the manner as hereinafter particularly set forth.

NOW, THEREFORE, it is mutually agreed as follows:

1. During the term of this Agreement only, Richmond-Eureka agrees to ~~accept~~ sixty (60) drill shifts per month of drilling that shall penetrate the faulted block of Eldorado dolomite in the Fad shaft area to develop the "faulted segment of ore", which is the primary objective of said Lease, in lieu of the six hundred thirty (630) eight hour shifts of mining labour per calendar month as now provided in said lease as amended. Drill shifts in excess of said sixty (60) shifts per calendar month shall be credited on the next succeeding month or months.
2. A "drill shift" as used herein means eight (8) hours of work with drilling rig and normal drilling crew in actively drilling a hole or holes. Such work shall include time spent in recovering lost circulation of drilling fluid or stuck or lost tools. It shall not include time spent in moving the rig, tools or other equipment from one hole to another, or time lost by drill crew because of repairs to drilling rig and equipment or lack of equipment, parts ~~an~~ supplies.

3. Eureka may use the \$130,000.00 derived from the sale of the General Motors Diesel Electric Units for the drilling described in paragraph 1. hereof. Until this sum has been restored to the special account set forth in letters of August 5, 1955 and May 25, 1956 or an equal amount has been spent on equipment affixed to the leased premises as provided in the Agreement of June 22,1949, Eureka Agrees that it will not remove any of the property now on the premises (together with all additions and replacements), nor sell, pledge, mortgage or in any way hypothecate it and it is to be held under the provisions of paragraph 2 of the Agreement between the parties of June 22,1949 and paragraph 15 of the Lease with W. F. James dated June 30, 1937. Eureka, may, of course, use and replace the warehouse stock and equipment in its ordinary operations in carrying on mining operations on the leased property.

4. The term of this Agreement is from July 1,1957 to and including October 31,1957.

5. Except as specifically provided herein, Richmond-Eureka waives no rights under said Lease or under said Agreement of June 30, 1937 with William F. James as each has been amended or modified, and the Lease and the Agreement, each as heretofore and hereby modified or amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

(SEAL)  
Francis Fikn  
Secretary

RICHMOND-EUREKA MINING COMPANY  
By F. S. Mulock  
F. S. Mulock, Vice President

(SEAL)  
A. C. Callow  
Secretary

EUREKA CORPORATION LIMITED  
By A. J. Anderson  
Vice President

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK ) SS.

On this 9th day of July, A.D. 1957, personally appeared before me, Lillian M. Young, a Notary Public in and for said Commonwealth of Massachusetts, F. S. Mulock known to me to be the Vice President of the Richmond-Eureka Mining Company, 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 Suffolk, the day and year in this certificate first above written.

(Notarial Seal) My commission expires: Aug. 30,1963 Lillian M. Young  
Notary Public in and for the Commonwealth of Massachusetts

Canada )  
Province of Ontario )  
County of York )

On this 4th day of July, 1957, personally appeared before me Ardagh Sidney Kingsmill, a Notary Public in and for said Province of Ontario, Canada Allan J. Anderson, known to me to be the Vice-President of Eureka Corporation Limited, one of the corporations 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 signature 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 York, Ontario, the day and year in this certificate first above written.

(Notarial Seal) A. S. Kingsmill  
Notary Public in and for Province of Ontario  
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ONTARIO  
MY COMMISSION IS HELD DURING THE PLEASURE OF THE  
LIEUT. GOVERNOR.