THIS AGREEMENT, made and entered into by and between THE CAPITOL MOUNTAIN TUNNEL & MILLING COMPANY, hereinafter called the lessor, and Phillip R. Stanhope, hereinafter called the lessee, on the 1st day of December, 1905, W I T N E S S E T H:

That the said lessor does hereby demesne, lease and mine-latif unto the said lessee the following described mines and mining property, to-wit:

The SENATOR and CAPITOL lode mining claims, and all other mining property and premises, and rights and interests thereto or therein, belonging to and held by the said lessor, situated on Capitol Mountain, in the Montana mining district, county of Clear Creek and state of Colorado.

TO HAVE AND TO HOLD the same, together with the appurtenances, improvements, mining machinery and tools thereon, unto the said lessee, from this date to and until the 30th day of November, 1910, unless this lease is sooner forfeited or determined, through the violation of any covenant or covenants herein against the said lessee reserved.

In consideration of the lease and demise aforesaid, said lessee agrees with the said lessor as follows, to-wit: said lessee shall commence work upon said leased premises within thirty (30) days from this date, and shall thereafter proceed with and continue systematic working, improvement and development of said leased property, and the mines of said lessor thereon, during the term of this lease, with due regard to the protection, development and preservation of the same as a workable mine, as well as to any special agreements and covenants with respect to such working and development herein set forth; and shall so work and mine the same continuously and diligently, and in a good and miner-like fashion, and keep at all times not less than two (2) miners at work in said premises under ground. Said lessee shall properly and securely timber all shafts, drifts, winzes, and other mine workings, made or exoava-
ted by him upon said leased premises, all drifts to be timbered with double square sets, set side and side, not more than five (5) feet apart; and he shall properly secure and support all stopes, and shall repair and renew old timbers, so as to prevent any caving in any and all workings or excavations and parts of said leased premises wherein any work shall be done by the lessee; and the said lessee shall at all times keep such openings and workings clear of loose rock, rubbish and debris; and shall permit the authorized agent or agents, at any and all times, to enter into and upon all parts of said mining premises and workings and excavations thereon, for purposes of inspections, surveying, sampling, or other purposes consistent with the terms of this lease.

Said lessee further in consideration of such lease and demise, as aforesaid, agrees that he will pay, within thirty (30) days from the date of this lease, all taxes upon or against any of the said mining property or premises of said lessor, hereby leased, which are now delinquent, due or payable, and remain unpaid, and will redeem the same from any prior sale or sales for taxes.

Said lessee further agrees to pay to said lessor the following royalties upon all ores mined from said leased premises, which shall be removed, sold or otherwise disposed or after the 30th day of November, 1907, to-wit: ten (10%) per cent. of the gross proceeds of all ores sold to smelters, mills, reduction works, samplers or ore buyers in a crude state, whether assorted for shipment or not, and five (5%) per cent. of the gross proceeds of all ores, which cannot be profitably shipped and sold in a crude state, and which shall be milled and concentrated by said lessee; and said lessee shall sell and dispose of all ores mined from said premises, so far as it may be practicable so to do, in such manner as to realize and secure the highest value and price obtainable for the same; (the lessee shall not be required to pay royalty upon ores shipped and sold prior to December 1st, 1907); and shall pay the lessor, or its agent, on the first day of each month, after the month of December, 1907, all royalties due to the
lessor, under the terms hereof, on account of ores and concentrates sold or disposed of during the preceding month, and shall, at the time that each such monthly settlement of royalties is made, deliver to the authorized agent of the lessee, an accurate and full statement of the quality, quantity and value of all ores removed, sold or milled by said lessee during the month immediately preceding, together with duplicate statements and returns from mills, smelters, samplers or ore buyers, receiving or purchasing such ores, or any thereof; and said lessee, by its duly authorized agent or agents, shall have the right at all times to see that all ores are properly assorted, sampled, assayed and classified as smelting ore or concentrating ore.

Said lessee further agrees that he will promptly pay all indebtedness, claims and demands of any kind whatsoever for labor or materials or other expenses incurred or in any manner arising from or on account of the mining operations of said lessee during the continuance of this lease, and that said lessee of said premises shall be at no expense, cost or liability for or on account of the same or any thereof, and further that said lessee shall at his own cost and expense, on demand of the lessor, pay and satisfy or otherwise cause to be released, removed or discharged, any claim or claims of lien or otherwise that may at any time be claimed, made or asserted against said lessee or its said mining property or any part thereof by reason of such indebtedness, claim or demand arising out of or on account of the working and mining of said leased premises during the term of this lease.

Said lessee further agrees to deliver to said lessee said leased premises with all appurtenances, machinery, tools and mining implements now thereon in good order and condition (ordinary and reasonable use and wear excepted) and with all drifts, shafts, tunnels and other passages, which shall be at any time used by the lessee in connection with his mining operations, clear of loose rock, rubbish or debris, and the mines ready for immediate continu-
ued working on said first day of December, 1910, or at any time
previous in the event of forfeiture by reason of the violation of
any covenant or covenants herein reserved; and further that upon
the violation of any of the covenants or agreements herein con-
tained, the term of this lease may, at the option of the lessor,
expire, and the same and said premises, with the appurtenances,
machinery, tools, and mining implements thereon, may become for-
feited to said lessor, and the said lessor, or its agent or agents,
may thereupon, either with or without demand for possession, re-
erter upon said premises and every part thereof and dispossess all
persons occupying the same, without process of law, or at the op-
tion of said lessor, the lessee, or any or all persons found in
possession may be proceeded against as guilty of unlawful detainer.
Said lessee may at any time after thirty days notice in writing to
said lessor surrender possession of said premises and all machinery,
tools and appliances now therein in good order and condition, rea-
sonable deterioration from ordinary and proper use excepted, to the
lesser, and thereupon said lease shall cease and terminate; but
such surrender shall not operate to release or discharge the lessee
from liability for damages resulting from or in consequence of pri-
or violations or breaches of any of the covenants, terms and con-
ditions hereof.

Said lessor further agrees that it will sell and convey to
said lessee the mines and premises above described upon the pay-
ment to said lessor or deposit to its credit in The Colorado Nation-
al Bank of Denver, by said lessee as purchase price therefor of
the full sum of Seventy-five thousand (75,000) dollars, at any time
during the continuance of this lease, and before November, 30, 1910.
Upon the full payment of said sum of Seventy-five thousand (75,000)
dollars before the date aforesaid, said lessor agrees to execute
and deliver to said lessee a good and sufficient deed of conveyance
for all the above described mining claims held by the lessor by patent from the United States, and a deed of conveyance of all right, title and interest now held or hereafter acquired by the lessor in and to any and all unpatented mining claims and locations hereby leased. PROVIDED, that in case said lessee shall fail to pay said purchase money within the time above provided for the payment of the same, or shall at any time fail to carry out or perform any of the terms and conditions of leasing herein contained, or shall at any time forfeit, abandon or surrender this lease, then and in any such case this agreement and option of purchase shall be void and of no effect, and said lessor shall and may retain and keep any partial payments that may have been made by the lessee on such purchase price prior to any such default or forfeiture. The purchase of said premises under the terms aforesaid is optional with the lessee.

Each and every covenant, agreement and condition and stipulation herein contained shall extend to the successors and assigns of the parties hereto.

WITNESS our hands and seals the day and year first above written.

THE CAPITOL MOUNTAIN TUNNEL & MILLING CO.

By

[Signature]

Attest:

[Signature]
THIS AGREEMENT made and entered into this ______ day of October, A. D. 1906, by and between THE CAPITOL MOUNTAIN TUNNEL & MILLING COMPANY, a Colorado corporation, party of the first part, and Philip R. Stanhope, of the City and County of Denver, state of Colorado, party of the second part, W I T N E S S E T H:

WHEREAS, the said party of the first part heretofore and on the first day of December, 1905, entered into a certain agreement with the said party of the second part, whereby the said party of the first part leased, let and demised unto the said party of the second part the Senator and Capitol lode mining claims, and all other mining property and premises, and rights and interests thereto, or therein, belonging to and held by the said party of the first part, situated on Capitol Mountain, in the Montana mining district, county of Clear Creek, and state of Colorado, together with the appurtenances, improvements, mining machinery and tools thereon, from the date of said agreement to and until the 30th day of November, 1910; and

WHEREAS, it is provided in and by the terms of said agreement that the said lessee named therein shall pay to the said lessor or certain royalties upon all ores mined from said leased premises, which shall be removed or sold or otherwise disposed of after the 30th day of November, 1907; and

WHEREAS, the said party of the second part desires to obtain an extension of the term of said lease, and also an extension of the time after which royalty shall be paid, for the period of one year from and after the dates specified in said lease, respectively, and desires permission to assign and transfer all of his right, title and interest in and to said lease to The S & S Mining Company, and the said party of the first part is ready and willing to grant said extensions, and also to grant permission to assign said lease;
NOW THEREFORE, the said party of the first part, in consideration of the sum of one (1) dollar to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and also each in consideration of the agreements of the other, and of the covenants by the said party of the second part in said lease and hereinafter contained, hereby covenants and agrees to and with the said party of the second part, as follows, to-wit:

I. That the term of said demise in said lease hereinbefore mentioned shall be and the same is hereby extended for the period of until twelve o'clock noon, on the 30th day of November, A. D. 1911, unless said term shall be sooner forfeited or determined through the violation of any covenant or covenants contained in the said lease.

II. That the Lessee shall pay to the said party of the first part the royalties, as provided in said lease, upon all ores mined from said leased premises, and which shall be removed, sold or otherwise disposed of, from and after the 30th day of November, A. D. 1908.

III. That permission is hereby granted to said Philip R. Stanhope to assign and transfer, or sublease and sublet, to the said The S & S Mining Company, all of his right, title and interest in and to the said lease hereinbefore mentioned.

IV. It is further agreed by and between the parties hereto, that except as to the extension of time and the permission to assign said lease as herein granted to the said Philip R. Stanhope
nothing herein contained shall be construed as altering, modifying or in any wise amending the terms of conditions of the said lease.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its corporate name by its president, attested by its secretary, under its corporate seal, pursuant to a resolution of its board of directors, and the said party of the second part has hereunto set his hand and seal the day and year first herein above written.

THE CAPITOL MOUNTAIN TUNNEL & MILLING COMPANY,
By,
ATTEST:

______________________________ President.

______________________________ Secretary.

______________________________ (SEAL).
For and in consideration of the sum of one (1) dollar and other good and valuable considerations to me in hand paid by The S & S Mining Company, a Colorado corporation, I hereby assign, transfer and set over unto said The S & S Mining Company all of my right, title and interest in and to the within lease, dated December 1st, 1906, and also all of my right, title and interest in and to the amendments thereto this day made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ______________ day of October, A. D. 1906.

(SEAL).

Signed, sealed and delivered in the presence of: