STATE OF COLORADO
)
)
CITY & COUNTY OF DENVER
)

THIS AGREEMENT, entered into this __ day of __________, A.D. 1908, between The S. & S. Mining Company, a Corporation, party of the first part, and O. Q. Beckworth, party of the second part, witnesseth:

THAT WHEREAS, the said party of the first part has this day executed a certain Bond and Lease to O. Q. Beckworth, of the property known and described as The Grand Union Lode and Mining Claim, M.E. #3535 Survey #5742, Pine Mining District Gilpin County, Colorado, and The Golden Slipper Lode and Mining Claim, M.E. 1070, Survey 14995 in the Union and South Boulder Mining Districts, Gilpin County, Colorado, it is agreed by and between the parties that the said party of the first part in consideration of the said party of the second part selling and disposing of said property above described and mentioned in said Bond and Lease, said party of the first part agrees to pay to the said party of the second part the sum of Five Thousand ($5,000) Dollars in the following manner, to wit: thirty-three and one-third (33 1/3) per cent of all the amounts received on said Bond and Lease above mentioned at the time said amounts are received until the full sum of Five Thousand ($5,000) Dollars is paid to the party of the second part.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties that the party of the second part may collect and receive a certain number of shares of stock from the parties to whom the property mentioned in the above Bond and Lease is sold, and that said shares of stock is not to be considered as payment or part payment of the Five Thousand ($5,000) Dollars above mentioned, it being understood between the parties that the transfer of this property to the said party of the second part under the above mentioned Bond and Lease, is for the purpose of enabling the said party of the second part to transfer the same to
other parties.

IT IS FURTHER AGREED in consideration of the premises above mentioned that in case of the failure of the Assignee of the Lessee under the Bond and Lease above referred to, or in case a forfeiture is declared on said Bond and Lease by the said party of the first part against the party or parties to whom the said O. Q. Beckworth assigns his right under said Bond and Lease, that the said party of the first part will grant and does by these presents grant to O. Q. Beckworth the said party of the second part herein, sixty (60) days time in which to procure new parties or Lessees under said Bond and Lease, and in case said O. Q. Beckworth does procure said parties during the said sixty (60) days, the said new party or parties so secured may step into the place of the original Lessee and go on and complete the contract under said Bond and Lease and be given credit for all payments made on said Bond and Lease up to that time. And in case the said party of the second part does procure a new Lessee, this contract is to remain in full force and effect as to commission and payment thereof above mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of April, A.D. 1908.

\[Signature\]

By \[Signature\]

[Title]

[Title]

C. E. Beckworth