

Christopher Cole with J. F. Colfelt and L. J. Lebecki.

This Agreement, Made this day by and between Christopher Cole Party of the first part, and J. F. Colfelt and L. J. Lebecki, parties of the second part, Witnesseth:

That Whereas, the said Christopher Cole on the 15th day of September, 1896, located two certain quartz mineral claims in Copper Creek District, Okanogan County, State of Washington, known as the "Yellow Bird" and "Big Elephant", and thereafter entered into a lease and bond for the operation and purchase of the said properties with the said parties of the second part.

And Whereas, thereafter on the 31st day of December, 1898, the said claims were relocated and jumped by one Samuel Spurgeon, and certain litigation has arisen concerning the same:

And Whereas, the parties of the second part have paid out large sums of money for the expenses in connection with said litigation, including attorney's fees, and in the development of said property.

And Whereas, a proposition has been received from the representatives of the said S. Spurgeon to compromise said litigation, and it is necessary to readjust the interests of the said parties on account of the said litigation and compromise.

And Whereas, the said representatives of said S. Spurgeon have made a proposition to said Cole and said parties of the second part to give them certain percentage of the shares of the capital stock of a mining corporation, provided the said properties be conveyed to the said corporation.

And Whereas, a counter proposition has been made by the said Cole and the said parties of the second part to the said representatives of the said S. Spurgeon to give a deed to the "Eldo Martin" quartz claim relocated by the said Colfelt under the name of the "Greenhorn" claim to the said representatives of said S. Spurgeon, in consideration for a deed or release to be delivered to the said Cole and Colfelt for the said "Big Elephant" and "Yellow Bird" claims;

And Whereas, such propositions are now under consideration; Now, therefore, in case of the acceptance of the propositions of the said representatives of the said Spurgeon for the adjustment of the said litigation upon a stock basis, that is, by the acceptance of stock from the representatives of said S.

Spurgeon in the said corporation, the said Cole covenants and agrees with the said parties of the second part to deliver 49% of such stock as may be received by virtue of such compromise and settlement, and that the said Cole should retain 51% of such stock received by virtue of such compromise and adjustment.

It is further understood that in the event of the settlement and adjustment of the said litigation upon the offer of compromise made by the parties hereto to the said representatives of the said D. Spurgeon, the said Cole shall convey an undivided one-half of the said "Big Elephant" and "Yellow Bird" claims to the said Colfelt and Sebecki.

And further, in the event of the acceptance of said last mentioned offer that the said Colfelt and Sebecki convey to the said Cole an undivided one-half in and to all adjoining quartz mining locations owned by them, known as the "Yellow Hammer" and the first Northerly extension of the "Big Elephant".

It is further understood that this contract shall be in force and effect in the event of a compromise of said litigation, and not otherwise.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 29th day of November, 1899.

Executed in the presence of
M. G. Munley

Christopher Cole (Seal)
J. A. Colfelt (Seal)
J. L. Sebecki
by J. A. C.

Filed for record by C. S. Bowles, 7th April 1900 at 9 a.m.

J. A. C.
C. Auditor