

Coe to Ostbern

This Agreement made this 4th day of September 1908 by Henry W.Coe of Portland, Oregon to and for the benefit of F.E.Ostbern of 1221 Chestnut street Oakland, Cal. Witnesseth: Whereas said F.E.Ostbern was formerly the owner of the Lilbia No.1, Lilbia No.2, Lilbia No.3, the Jack pot No.1 and Jack Pot No.2, the Mary, Marietta and Bellview quartz claims in the St.Helens Mining District Skamania County Wash. and these parties entered into a certain contract with reference thereto on March 27, 1903 and a further contract with reference thereto on March 31, 1903, each of said contracts being in writing and a copy thereof being hereto annexed and made a part of this agreement, and: Whereas a company known as the United Mines company was incorporated for the purposes of holding said mining property and developing and operating the same, and 250,000 shares of stock thereof have been issued to F.E.Ostbern, 500,000 shares thereof have been issued to Henry W.Coe, 25,000 shares thereof have been issued to H.A.Foster, 10,000 shares have been issued to A.A.Latham 100,000 shares thereof have been issued to St.Helens Consolidated Mining Company and the 500,000 shares belonging to Henry W.Coe are held by the said St.Helens Consolidated mining Company; in all 885,000 shares of stock have been issued and are now outstanding, of said United mining Company, and: Whereas said Mining claims have been patented in the name of Henry W.Coe under the name of Mary No.1, Mary No.2, Mary No.3, Mary No.4, Mary No.5 and Mary No.6 lode claims, except that a strip of about fifty feet wide along the southerly side of Mary No.1 and Mary No.2 belongs to the Mt.Fairy Mining Company under a compromise settlement by reason of a conflict between said two properties and upon request will be deeded to said Mt.Fairy Mining Company. That said patenting was done under and by the terms of said agreements between F.E.Ostbern and Henry W.Coe above mentioned but said property has never been transferred to the United mining Company or its organization for some years and a large amount of money is now due the State of Oregon for want of said payment of said license fee, and the said Henry W.Coe, desiring to make a proper acknowledgment of the ownership of said F.E.Ostbern in and to said property. Now Therefore I, Henry W.Coe in consideration of the premises hereby acknowledged to the said F.E.Ostbern, his heirs, successors and assigns that I hold title to said mining claims above mentioned in trust for the several parties above mentioned, and particularly that I hold the same in trust for the said F.E.Ostbern and that his beneficial interest therein is in proportion to the shares of stock issued to him in the United Mines Company, to-wit: in the proportion of 250,000 shares to 885,000 shares, and I further hereby agree that I will carry out the terms and conditions of said agreements of March 27 and March 31 1903 in respect to said property, and the rights and interest of said F.E.Ostbern thereto. That I will upon demand from said F.E.Ostbern his heirs, successors or assigns make proper deed of conveyance of his said interest. It is expressly provided however, and I reserve the right to revive said United Mines Company by complying with the laws of Oregon and paying the arrears of fees due thereon or by organizing another company of equal capitalization and issue to the said F.E.Ostbern, his successors or assigns 250,000 shares

out of a total of 250,000 shares, leaving in the treasury of said United Mines Company or said other mining company, if one is organized, 365,000 shares in the treasury. In Witness Whereof I have hereunto set my hand and seal this the day and year first above written.

Witness: F.H. Whitfield

B. Ratelle

Henry W. Coe (Seal)

The above agreement is hereby accepted by me, Sept. 4. 1908

F.E. Ostern

by F.H. Whitfield, his attorney in fact.

State of Oregon

County of Multnomah, ss. This certifies that on this 4th day of September 1908 before me, the undersigned, a Notary Public in and for said county and State personally appeared the within named Henry W. Coe who is known to me to be the identical individual described in and who executed the within instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and notarial seal the day and year last above written.

F.H. Whitfield

(Notarial Seal)

Notary Public for Oregon.

Exhibit "A"

This Agreement made and entered into by and between F.E. Ostern and Henry W. Coe, witnesses: That said Ostern has this day bargained and sold to said Coe the Lilbia No. 1 No. 2 and No. 3, the Jack Pot No. 1 and No. 2, the Mary, the Marietta and Bellevue quartz claims in the St. Helens Mining District Skamania Co. Wash., excepting only a half interest held by Epham & Westall in the Lilbia No. 1 and one fourth interest in the Mary claim owned by O.E. Withy.

Said Coe is to incorporate a company with one and a quarter million shares ($1\frac{1}{4}$) of stock par value one dollar per share. Five hundred thousand shares to go into the treasury, 250,000 shares to go to me, and 500,000 shares to go to said Coe. Out of the treasury stock is to be paid either in cash or treasury stock, payment for the holdings of the other partners mentioned herein. \$200.00 is also to be paid to me in cash. Also my railroad fare to and from Portland to San Francisco on the present trip. I am to be no expense for the organization of the company, said Coe to purchase or secure the sale of 100,000 shares of the treasury stock of the company at 3 cents per share in addition when this money is exhausted at 5 cents per share if development work at such time shall warrant the same in his opinion. All expenses are to be paid out of the sale of treasury stock. We are to pool the total of \$750,000 shares mentioned herein until we shall have expended the income from the sale of the said two blocks of 100,000 shares each of stock, being for two years or thereabouts as may be mutually agreed, but in no case will this pooling agreement extend beyond three years.

In Witness our hand and seals this 27th day of March 1903

signed: F.E. Ostern

signed Henry W. Coe

Exhibit "B"

Portland, Oregon, March 31st 1903

To whom this may concern: This pooling agreement witnesses: That Henry W. Coe of Portland Oregon Owns 500,000 shares in the United Mines Company. That F.E. Ostberr owns 250,00 shares in said company. Said company being an Oregon corporation.

Said stock is of record of agreement between said parties. No certificates have been issued to us for said stock and the said corporation and its officers are directed, not to issue the same to us within three years from this date unless by consent of both of us or if a majority of stock of the said corporation said pool is dissolved before the expiration of said three years from this date. We have agreed and do agree and the corporation is given notice and direction that if either of us shall, for all or any portion of our holdings as above mentioned, make any attempt to transfer the same, that said transfer shall of its own force become null and void. That if any attempt or assumed contract of assignment shall be filed with the company before the said pool shall be dissolved as herein described, or shall be attempted to be filed, the said company shall take no notice thereof, for it shall be taken and understood that the same must have been secured by unlawful or fraudulent methods, and in any event, is to be of no force or effect. At the termination of the pool, we shall be entitled to have certificates issued to us for the stock referred to herein. We may also assign the same after such date but no assignment made before such date shall even then be considered as of any value or force.

Made in triplicate.

Henry W. Coe

Witness: C.H. Marsh

F.E. Ostberr.

Filed for record by F.H. Whitfield on April 23rd 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Felts to Walters

This Agreement made the 18 day of May 1909 between Isaac T. Felts of the first part and Peter Walters of the county of Multnomah, and state of Oregon, of the second part, Witnesseth, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell and the second party agrees to purchase the following described real estate situate in the County of Skamania State of Washington to-wit:

The Southwest quarter of Northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section seventeen (Sec. 17) in Township one (1) North in Range five East (R 5 E.) of the Willamette Meridian for the sum of two thousand one hundred and no/100 dollars on account of which six hundred and no/100 dollars is paid on the execution hereof (the receipt of which is hereby acknowledged) and the remainder to be paid at Portland, Oregon on December second nineteen hundred twelve to be with six per cent interest from date payable annually. And the said party of the second part in consideration of the premises