

BE PAID FOR THEIR SERVICES RENDERED SHALL BE FIXED BY THE CO-TENANTS.

THAT SAID FIRST PARTY HEREBY AGREES, BINDING HIMSELF, HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS THERETO THAT IN CASE SAID THIRD PARTY, AS HIS ATTORNEY IN FACT, HAS NOT SOLD, ASSIGNED AND TRANSFERRES ALL OF SAID INTERESTS, TO-WIT: THREE MILLION NINE HUNDRED NINETY THOUSAND (3,990,000) SHARES WHEN HIS SUCCESSOR IS ELECTED AS PRESIDENT OF SAID CO-TENANCY, THEN SAID FIRST PARTY OR HIS ASSIGNS WILL CONSTITUTE AND APPOINT SUCH SUCCESSOR AND PRESIDENT AS HIS ATTORNEY IN FACT TO SELL, ASSIGN AND TRANSFER SAID SHARES WHICH ARE REMAINING UNSOLD AT SUCH TIME AND SO ON UNTIL ALL OF SAID SHARES SHALL HAVE BEEN SOLD.

4. INTERESTS AND SHARES- THAT THE UNDIVIDED INTERESTS IN SAID PROPERTY, TO-WIT: TEN MILLION (10,000,000) INTERESTS OR ANY OF THEM, MAY BE CALLED, DESCRIBED AND TRANSFERRED AS INTERESTS OR SHARES, AND THE HOLDERS OF SUCH INTERESTS OR SHARES MAY BE CALLED OR DESIGNATED AS CO-TENANTS OR SHARE-HOLDERS.

5. NO SUIT FOR PARTITION - IT IS HEREBY STIPULATED AND AGREED BY THE CO-TENANTS AND SHARE-HOLDERS, AND BY THEIR RESPECTIVE ASSIGNEES IN SUCCESSION, THAT NO SUIT SHALL BE COMMENCED IN ANY COURT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF EXECUTION OF THIS INSTRUMENT TO PARTITION SAID PROPERTY, AND THAT NO DEED GIVEN BY ANY OF THEM FOR THE TRANSFER OF ANY INTEREST OR SHARE IN SAID PROPERTY SHALL HAVE VALIDITY UNLESS THE SAME CONTAINS A STIPULATION REFERRING TO OR EMBRACING ALL OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, AND THEREBY MAKING SUCH DEED SUBJECT THERETO; AND IT IS FURTHER STIPULATED THAT THE COVENANTS HEREIN CONTAINED SHALL RUN WITH THE LAND, AND MINING CLAIMS.

6. RELATIONSHIP - THAT THERE SHALL BE NO RELATIONSHIP EXISTING AMONG THE SHARE-HOLDERS EXCEPT THAT OF TENANT IN COMMON, AND EVEN SUCH RELATIONSHIP SHALL EXIST ONLY AS TO THE MINING CLAIMS AND THE IMPROVEMENTS THEREON; THAT THE SHARE-HOLDERS SHALL HAVE NO RIGHT, TITLE OR INTEREST TO OR CONTROL OVER THE RECEIPTS FROM THE SALES OF INTERESTS OR SHARES OR TO OR OVER THE RECEIPTS OR PROFITS FROM THE SALE OF ANY OF THE MINERAL MINED OR PRODUCTION FROM SAID PROPERTY, AS HEREINAFTER PROVIDED FOR, BUT ONLY THE RIGHT TO ENFORCE THE TRUST, TO-WIT;

7. CREATION OF TRUST - THAT SAID FIRST PARTY AS OWNER THEREOF, HAS TURNED OVER TO SAID FOURTH PARTIES, AS TRUSTEES EIGHTY (80) PER CENT OF THE RECEIPTS, TO-WIT: \$800.00 FROM THE SALE OF TEN THOUSAND (10,000) SHARES TO SAID SECOND PARTY AS AFORESAID TO HOLD AND TO USE IN TRUST AS HEREINAFTER ENUMERATED; AND SAID FIRST PARTY HEREBY AGREES, BINDING HIMSELF, HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS TO SAID AGREEMENT, TO TURN OVER TO SAID TRUSTEES TO HOLD AND TO USE IN TRUST ALL THE RECEIPTS, SAVE TWENTY (20) PER CENT FOR COMMISSION ON SUCH SALES, OF ANY OTHER SHARES, PROVIDED THAT NOTHING NEED TO BE TURNED OVER TO SAID TRUSTEES ON ACCOUNT OF THE TRANSFER OF SAID SIX MILLION (6,000, 00) SHARES TO SAID SECOND PARTY AS AFORESAID, BUT IT IS UNDERSTOOD THAT SAID FIRST PARTY CONVEYS AND AGREES TO CONVEY AS AFORESAID TO SAID TRUSTEES BY THESE PRESENTS, ONLY THE RECEIPTS FROM THE SALE OF THE SHARES AFORESAID AND THAT THE TRUSTEES ACQUIRE NO INTEREST IN SAID PROPERTY OR IN SAID INTERESTS OR SHARES.

8. ACCEPTANCE OF TRUST - THAT THE TRUSTEES AGREE TO ACCEPT THE RECEIPTS FROM THE SALES OF SAID SHARES AND TO HOLD AND USE THE SAME IN TRUST FOR THE BENEFIT OF THE CO-TENANTS AND SHARE-HOLDERS AS HEREIN PROVIDED, TO-WIT:

(A) TO DO AND PERFORM THE ANNUAL LABOR REQUIRED UNDER THE MINING LAWS