

161 calves, 167 cows, 56 heifers, 23 bulls, 3 steers, all
branded V on right ribs.

Dated at Casper, Wyoming, this 16th day of December, 1940.

B. H. McFowley
Witness.

James Jorgensen, Seller.

No. 27838

CONTRACT

Elmer Burch, et al

THE STATE OF WYOMING) This instrument was filed for record
To County of Sublette) ss. in my office at 11:00 o'clock A. M.
Albino Archuleta on the 30th day of April A. D. 1941
Fees, \$2.00 and duly recorded in Book 8 of Mis-
cellaneous, on page 457.

Faren C. Falter, County Clerk.

This contract entered into by and between Elmer Burch and Clyde Burch of Taos, New Mexico, parties of the first part, and Albino Archuleta of Taos, New Mexico, party of the second part, WITNESSETH:

WHEREAS second party has been instrumental in assisting first parties to locate six mining claims and properties, that are located, situate, lying and being in the County of Sublet and State of Wyoming, which said claims are designated, known, identified, described and named as follows, to-wit: Sublet Molleybdenum Mines all of which mining claims are to be filed in the office of and after such filing, a list of such claims showing the book and page where such claims are filed are to be attached hereto for further description of such claims, and

WHEREAS, it is mutually agreed and admitted that first parties are the sole and absolute owners of said mining claims and second party has no interest, right, title, equity or interest in or to any of them, and

WHEREAS, first parties are desirous of compensating second party for such assistance and cooperation, and for his efforts in helping first parties to locate and file on such claims;

NOW, THEREFORE, in consideration of the premises and the covenants, promises, terms, conditions and stipulations herein contained, it is agreed between the parties as follows:

First parties hereby covenant and promise to pay to second party the sum of \$25,000, to be paid to second party out of the net profits of operation, if, as and when and only when, said mining claims and properties are operated, and said payment from the net profits to be paid by applying 10% of the net profits if said mining claims are operated, and prove to be and actually are of commercial value, by first parties, or 10% of the royalties received by first parties from the mining operations on such claims if the mining of such properties are actually operated by a partnership, person, corporation or agents or associations, other than first parties under lease or other arrangements, and which royalty is net to first parties after deducting any and all expenses of mining, milling and marketing, or if first parties operate said mine on such claims, said net profits means the remainder of the proceeds of the sale of the products mined, after deducting any and all expenses of every kind and character of mining, milling and marketing and the development of the property on such mining claims.

Or, in the event that said claims should be sold outright, first parties agree to pay second party 10% of the sale price after deducting any and all expenses of developing the property advertising, negotiating for and closing such sale; or in the event that said mining claims should be operated for a period of time and then sold to pay to said second party 10% of the net proceeds of the royalty or profit during such period of operation, towards the total amount to be paid as hereinabove agreed, and complete the payment of said \$25,000, from the proceeds of sale, if there is any of said amount unpaid at such time; or in the event first parties decide to pay said sum of \$25,000, off in full at any time to second party, they may do so.

In consideration of the foregoing covenants, and promises, second party agrees to cooperate at all times and in all manner and respects with first parties at their request, and to do any and everything requested by first parties in collaboration with them in filing, locating, developing, mining milling marketing or negotiating for mining, milling and marketing, or negotiating for the sale of said mining claims and to assist first parties in all possible manner.

It is further mutually agreed that first parties are to have the absolute, full, complete control and management of every thing in locating, developing and handling of said properties and all matters relating thereto or any part thereof as between the parties hereto, and second party is not to in any manner interfere with, disturb, or molest any operation, negotiations or management or handling in any manner, of the property, by first parties. Second party is not to and hereby agrees not to divulge any information concerning said properties or claims to any person, and is not to discuss any matter relating to the locating, development, mining and operation of said claims to any person.

IT IS FURTHER MUTUALLY AGREED, that in the event that first parties make advances of any amount to second party during the locating, staking, surveying, filing and development of such claims and the mining, marketing of products therefrom, or any operation connected therewith and relating thereto, that such money so advanced will be deducted from the amount to be paid to second party upon the periodical accountings after mining operations begin, which accountings shall be once a year or more, at the option of first parties, or such advances so made to be deducted from any cash payments that may be made under any of the alternatives of payment hereinbefore designated, or that may hereinafter be agreed upon between the parties.

IN WITNESS WHEREOF the parties hereto have set their hands on this 27 day of May, 1940.