



1           5.       The proportion of the share of each party to the unit is determined by the following  
2 formula:

3                   Proportion of share of first party equals

4  
5                   A-2 area plus 1.25 times A-1 area

6  
7                   A-2 plus B-2 area plus 1.25 times the sum of A-1 and B-1 area

8                   where area equals the surface area in acres rounded to the nearest one-tenth acre of the  
9                   property on the indicated exhibit.

10                  Proportion of share of second party equals

11                  B-2 area plus 1.25 times B-1 area

12  
13                  A-2 plus B-2 area plus 1.25 times the sum of A-1 and B-1 area

14                  where area equals the surface area in acres rounded to the nearest one-tenth acre of the  
15                  property on the indicated exhibit.

16  
17       The proportion of the share of each party shall be adjusted only when the property or property rights are  
18       released from this agreement because of a taking in an eminent domain proceeding or upon the mutual  
19       agreement of the parties prior to the entry of an agreement between the unit and a third party for  
20       exploration, development, or production, and as provided in exploration, development or production.

21  
22           6.       The parties hereto agree that except for the surface rights reserved from the properties  
23       listed on Exhibits A-2 and B-2 they will not sell, lease, mortgage or otherwise encumber any of the  
24       property interests listed on Exhibits A-1, A-2, B-1 and B-2 during the term of this agreement except by  
25       acting jointly for the purpose of having said property developed for the mutual benefit of the parties  
26       hereto. The first party reserves to itself the right to use for any lawful purpose, the surface of any of the  
27       properties listed in Exhibit A-2 and second party reserves to itself the right to use for any lawful purpose,  
28       the surface of the properties listed on Exhibit B-2. The parties' rights to use the surface of the lands listed  
29       on Exhibits A-2 and B-2 shall be subject to the exploration, development, extraction and other  
30       underground mining operations of the subsurface of such lands as contemplated by this agreement;  
31       provided, such exploration, development, extraction and other underground mining operations must be  
32       conducted in such a manner as to prevent subsidence of any lawful use of the surface either during or  
33       after such operations. Each party may sell, lease or otherwise dispose of its interest in the surface of the  
34       lands on Exhibits A-2 and B-2; sand, gravel and other unconsolidated material shall be considered part of  
35       the surface of said lands. Any such property which is taken in an eminent domain proceedings by a  
36       public authority prior to the time the parties hereto enter into an agreement with a third party concerning  
37       such taken property shall be released from the terms of this agreement. In the event the parties hereto do  
38       enter into an agreement by the terms of which a third party may commence production of minerals, as  
39       distinguished from exploration therefor, then any properties or property interests which are not included  
40       in such production agreement shall be released from this agreement upon the demand of the owner and  
41       the owner thereof may dispose of the same in any manner it desires. Until such an agreement for  
42       production by a third party is executed, the parties hereto shall retain their ownership of said property  
43       interests without any further development or structures being erected thereon, except such as is mutually

1 agreeable to the agents of the parties; provided, such further development or erection of structures may  
2 take place without prior agreement of the agents of the parties on those properties listed on Exhibit A-2  
3 and B-2.

4  
5 7. This agreement shall be for a term of three (3) years, commencing on the date hereof and  
6 shall be automatically renewed annually for additional one-year terms unless, sixty days prior to the end  
7 of a term, one party delivers to the other written notice of intent to terminate.

8  
9 8. The Alaska State Library is the owner of maps, reports and other records concerning  
10 exploration and mining of the properties described on the Exhibits, which are valuable records and which  
11 will be needed by any third-party entering into, or considering entering into, an exploration or mining  
12 agreement with the parties. The records described herein are being held by the State as confidential and  
13 restricted from public use until January 1, 2025, except as directed by the persons named in the letter of  
14 transfer. The first party agrees to take the steps necessary to modify the instructions given the State  
15 concerning access to the records, consistent with this paragraph. By mutual agreement, first and  
16 second parties will make said records available for examination and inspection by a third-party  
17 with a legitimate interest in leasing the properties, provided that the third-party enters into a  
18 confidentiality agreement that is satisfactory to first and second parties.

19  
20 9. In the performance of this agreement no act or thing shall be done by either of the agents  
21 without the consent of the other agent and without the same being within the scope of the authority  
22 granted by the governing bodies of the parties hereto all matters which would ordinarily be required to be  
23 submitted to the Board of Directors of a corporation by its executive officers for authority to act thereon.

24  
25 10. The purpose of this agreement is to provide assurance to third parties that any agreement  
26 which they enter into with the parties to this agreement for exploration, development or mining of the  
27 properties described on Exhibits A-1, A-2, B-1 and B-2 will grant said third parties the right to use all of  
28 the said properties on Exhibits A-1 and B-1 and such mineral interests as are listed on Exhibits A-2 and  
29 B-2 or whatever part they want to use as a single unit of property without reference to which party now  
30 owns the said properties. To further this purpose, the parties hereby agree to join in executing and  
31 delivering to a third party who has entered into a contract with the parties hereto for any exploration,  
32 development, or mining of any of the properties described on Exhibits A-1, A-2, B-1 and B-2, any of the  
33 following kinds of instruments as needed or required by the third party for such exploration, development  
34 or mining: deeds, leases, licenses, permits or easements. Provided, however, no such deed, lease,  
35 licenses, permit or easement shall contain any warranties as to title or condition of the property or  
36 property interest granted therein, unless such warranty is mutually agreeable to both the first party and the  
37 second party. Nor shall any such deed, lease, license, permit or easement permit the third party to use the  
38 property conveyed for any purpose other than for exploration for minerals, or development of the property  
39 for mining, or for mining, or for access for such purposes.

40  
41 11. All mine shafts, pits, haulage ways and other improvements, facilities, structures, fixtures  
42 and personal property left or remaining thirty days after the termination of a contract for the exploration,  
43 development or mining of the unitized properties shall belong to the party upon whose property such

1 improvement, facility, structure, fixture or personal property is located or found – unless some other  
2 disposition is specifically provided for in the contract with the third party.

3  
4 12. All consideration received from the sale, lease or other joint disposition of any interest in  
5 any of the property or property rights or interests described on Exhibits A-1, A-2, B-1 and B-2 shall be  
6 paid and accrue to the parties hereto in proportion to the proportionate share of each party as determined  
7 under paragraph 5.

8  
9 13. The parties hereto shall contribute in the same proportion as determined in paragraph 5 to  
10 all of the expenses incurred by the parties in the performance of this agreement, except that each party  
11 shall bear the salary expenses and/or fee and secretarial expenses of its own agent and attorney. Accurate  
12 records of all receipts and expenditures shall be kept by the agents. A special fund shall be established for  
13 the purpose of paying the expenses incurred in the performance of this agreement and the parties hereto  
14 will contribute in the same proportion as determined in paragraph 5 such amounts from time to time as the  
15 Board of Directors of first party and the Assembly of second party shall approve for payment into the  
16 fund from the funds appropriated. Any funds remaining upon the termination of this agreement in said  
17 special fund shall be divided in the same proportion as determined in paragraph 5 between the parties  
18 after all expenses and obligations have been paid. The proportion shall be determined as the date of the  
19 contribution or division is made. Withdrawals from such fund shall be made only on the signature of both  
20 agents.

21  
22 14. Each party hereto may remove its agent and by resolution of its governing body appoint a  
23 successor agent.

24  
25 15. In the event an agreement is made with a third party for the exploration, development or  
26 mining of any of said properties this agreement shall be automatically extended for the duration of such  
27 exploration, development or mining agreement beyond the three (3) year term or a one (1) year renewal  
28 term above stated. In such event all obligations under such agreements with third parties shall be  
29 administered by the parties hereto through their respective agents in the same manner as is herein  
30 provided for accomplishing the other purposes of this agreement.

31  
32 16. In the event of any dispute between the parties hereto concerning the interpretation,  
33 meaning or administration of this agreement or any part hereof and the same cannot be settled by the  
34 parties, such dispute shall be submitted to arbitration. Provided, however, the negotiations of the parties  
35 hereto with a third party for an exploration, development or mining contract are not subject to arbitration.  
36 Arbitration shall be by a Board composed of one member selected by the first party, one member selected  
37 by the second party and an impartial member mutually acceptable to the other two arbitrators. If a  
38 mutually acceptable impartial third member cannot be found within five (5) days of the designation of the  
39 second member, the two designated members jointly, or either agent individually, may certify the  
40 condition to the presiding judge of the District Court of the First Judicial District at Juneau, who is hereby  
41 authorized to designate a third member of the Board who, in the Judge's opinion, is an impartial person.  
42 The Board shall meet, hear all evidence and render a decision. The parties hereto agree to cooperate with  
43 the Board to determining a date for a hearing. The decision of the Board shall be final and binding on  
44 both parties. Each party shall pay its own expenses in connection with the arbitration and the expenses of

1 the Board, including the reasonable compensation of its members, shall be paid by the parties hereto in  
2 the same proportion as determined in paragraph 5.

3  
4 17. It is specifically agreed that any mining records of first party which do not pertain to  
5 properties in the Juneau Gold Belt or described in USGS Bulletin 287 are the sole property of first party  
6 and are not subject to any of the terms in this agreement.

7  
8 18. Property of the first party described in paragraph 1 of this agreement is subject to  
9 mortgage and deed of trust liens in favor of A.J. Industries, Inc. and first party's bond holders. First party  
10 will exercise its best efforts to obtain the consent of said lien holders to honor any exploration,  
11 development or mining agreement entered into between a third party and the first and second parties. In  
12 the event first party fails to secure said consent, first party shall not be required to enter into any  
13 agreement with a third party as provided in this agreement. If first party fails to secure said consent, and a  
14 third party requires such consent as a condition of an exploration, development or mining agreement, then  
15 second party may terminate this agreement upon 30 days' notice.

16  
17 19. Nothing contained in this agreement shall be deemed to have created a partnership of any  
18 form nor to otherwise appoint or authorize either party to act as an agent in any manner for the other.

19  
20 20. Upon the execution of this agreement, the agreement dated June 30, 1980, to unify  
21 certain properties of the parties hereto, which agreement is recorded in Book 168, Page 19, Juneau  
22 Recording District, First Judicial District, Juneau, Alaska, is rescinded and of no further force or effect.  
23 Unspent funds contributed by the parties under that agreement and all income to that unit shall be divided  
24 equally between the parties.

25  
26 21. There are no verbal agreements or understandings between the parties concerning the  
27 subject of this agreement which have not been reduced to writing and incorporated herein.

28  
29 IN WITNESS WHEREOF the parties hereto have executed this agreement by authority of their  
30 respective governing bodies contained in resolutions or ordinances duly adopted.

31  
32 AJT MINING PROPERTIES, INC.

33  
34  
35 By: \_\_\_\_\_  
36 Chairman

37  
38  
39 THE CITY AND BOROUGH OF JUNEAU,  
40 ALASKA

41  
42  
43 By: \_\_\_\_\_  
44 Manager

1 ATTEST:

2  
3 \_\_\_\_\_  
4 City-Borough Clerk  
5  
6

7  
8 ACKNOWLEDGMENTS  
9

10 State of Alaska )  
11 ) ss.  
12 First Judicial District )  
13

14 This certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary  
15 Public in and for the State of Alaska, personally appeared William A. Corbus, to me known and known to  
16 me to be the Board Chairman of AJT MINING PROPERTIES, INC., and individually acknowledged to  
17 me that he executed the foregoing agreement voluntarily for the uses and purpose therein mentioned.  
18

19 WITNESS my hand and official seal the day and year in this certificate first above written.  
20  
21

22 \_\_\_\_\_  
23 Notary Public for Alaska  
24 My commission expires:  
25  
26

27 State of Alaska )  
28 ) ss.  
29 First Judicial District )  
30

31 This certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary  
32 Public in and for the State of Alaska, personally appeared Kimberly A. Kiefer, to me known and known  
33 to me to be the Manager of the City and Borough of Juneau and who acknowledged to me that she  
34 executed the foregoing agreement voluntarily for the uses and purpose therein mentioned.  
35

36 WITNESS my hand and official seal the day and year in this certificate first above written.  
37  
38  
39

40 \_\_\_\_\_  
41 Notary Public for Alaska  
42 My commission expires:

DOUGLAS SIDE  
Exhibit A-1

PROPERTY TO BE MADE AVAILABLE FOR UNITIZATION BY  
AJT Mining Properties, Inc.

The AJT Mining Properties, Inc. makes available for unitization the minerals and mining rights to the following described real property in the Juneau Recording District, First Judicial District, State of Alaska:

1. Mineral Surveys 37A (Paris Lode Claim), 37B (Paris Millsite), 38A (Bean Lode Claim), 38B (Bean Millsite), 39A (Alaska Belle Lode Claim), 39B (Alaska Belle Millsite), 40A (Mathews Lode Claim), 40B (Mathews Millsite), 57 (Starr & Reed Lode Claims), 58 (Jumbo Lode Claim), 103 (Ready Bullion Lode Claim), 104 (Golden Chariot Lode Claim), 105A (Omega Lode Claim), 105B (Omega Millsite) 106A (Mexican Lode Claim), 106B (Mexican Millsite), 107A (Oro Fino Lode Claim), 107B (Oro Fino Millsite), 108A (Oro Fino No.2 Lode Claim), 108B (Oro Fino No. 2 Millsite), 164 (Alta Millsite), 342 (Mineral Queen Lode Claim), 650 (Rattler Lode Claim), 1458 (Chicago, Reno, Portland, Denver, Spokane, Mary B, Dub Lode Claims), and U.S. Mineral Survey 999 (Reynolds Lode Claim).
2. That part of U.S. Mineral Survey 101 (Alta Lode Claim) described as:

BEGIN at Post 3 of said survey, run thence S 70° 38' E 263.00 feet; thence S 45° 00' E 443.50 feet; thence S 39° 00' W 250.00 feet; thence S 45° 00' W 273.11 feet; thence N 51° 00' W 710.54 feet to Corner 8 of said survey; thence N 45° 00' E 482.30 feet to the point of beginning.

EXCEPTING THEREFROM:

1. A tract of land in U.S. Mineral Surveys 38B (Bean Millsite), 650 (Rattler Lode Claim), and parts of 39A (Alaska Belle Lode Claim), 37A (Paris Lode Claim), 40A (Mathews Lode Claim) and 38A (Bean Lode Claim), all described as:  
  
BEGINNING at the West corner of M.S. 650, run thence Northeasterly, on the Northwest lines of M.S. 650 and M.S. 37A, to the Southwest line of M.S. 39A; thence Southeasterly to Corner 6 of M.S. 37B; thence N 45° 00' E to Corner 5 of M.S. 37B; thence Southeasterly to the South corner of M.S. 37B; thence N 45° 00' E to the Meander line of M.S. 40B; thence Southeasterly on the Meander line of M.S. 40B and 38B to the East Corner of M.S. 38B; thence Southwesterly to the South corner of M.S. 38B; thence Southwesterly to Corner 4 of M.S. 650; thence Southwesterly to the South corner of M.S. 650; thence Northwesterly to the point of beginning.

EXCEPTING THEREFROM (cont):

2. A tract of land in U.S. Mineral Survey 37A (Paris Lode), U.S. Mineral Survey 39A (Alaska Belle Lode) and U.S. Mineral Survey 101 (Alta Lode), Juneau Recording District, First Judicial District, State of Alaska, described as:

BEGIN at the North corner of U.S. Mineral Survey 39A, run thence S 49° 58' W, on the Northwest line of U.S. Mineral Survey 39A, a distance of 549.60 feet to the West corner of Mineral Survey 39A; thence S 49° 02' E, on the Southwest line of U.S. Mineral Survey 39A, to an intersection with the Northwest line of U.S. Mineral Survey 37A; thence in an Easterly direction, on a line to Corner 6 of U.S. Mineral Survey 37B (Paris Millsite), 300.00 feet; thence N 55° 30' 14" E 1001.98 feet to the East corner (Corner 5) of U.S. Mineral Survey 101; thence N 42° 47' 04" W, on the Northeast line of U.S. Mineral Survey 101, a distance of 437.56 feet to Corner 1, Tract B, Alaska Tideland Survey 204; thence N 68° 40' 30" W 261.32 feet to Corner 3 of U.S. Mineral Survey 101; thence S 47° 58' W to the point of beginning.

ALL SUBJECT TO patent reservations and easements of record.

JUNEAU SIDE

Exhibit A-2

PROPERTY TO BE MADE AVAILABLE FOR UNITIZATION BY  
AJT MINING PROPERTIES, INC.

Mineral rights only to the following described parcels:

NO PROPERTY ON THIS EXHIBIT.

JUNEAU SIDE

Exhibit B-1

PROPERTY TO BE MADE AVAILABLE FOR UNITIZATION

BY THE CITY AND BOROUGH OF JUNEAU

The City and Borough of Juneau makes available for unitization the minerals and mining rights to the following described real property:

Real property in the Juneau Recording District, First Judicial District, State of Alaska, described as:

1. U.S. Mineral Surveys 38B (Bean Millsite), 650 (Rattler Lode Claim), and parts of 39A (Alaska Belle Lode Claim), 37A (Paris Lode Claim), 40A (Mathews Lode Claim) and 38A (Bean Lode Claim), all described as:

Beginning at the West corner of M.S. 650, run thence Northeasterly, on the Northwest lines of M.S. 650 and M.S. 37A, to the Southwest line of M.S. 39A; thence Southeasterly to corner 6 of M.S. 37B; thence N 45°00' E to corner 5 of M.S. 37B; thence Southeasterly to the South corner of M.S. 37B; thence N45°00' E to the Meander line of M.S. 40B; thence Southeasterly on the Meander line of M.S. 40B and 38B to the East corner of M.S. 38B; thence Southwesterly to the South corner of M.S. 38B; thence Southwesterly to corner 4 of M.S. 650; thence Southwesterly to the South corner of M.S. 650; thence Northwesterly to the point of beginning,

Reserving to the City and Borough of Juneau and the AJT MINING PROPERTIES, INC. an easement over, under, across and through a strip of land 100 feet in width (or the minimum width required for dedication for public use if that is more than 100 feet if and when offered for dedication) for road and utility purposes, together with the right to convey those easement rights to others, to be used in common by the City and Borough of Juneau and AJT MINING PROPERTIES, INC., their successors and assigns; said easement shall pass through U.S.M.S. 38B (Bean Millsite) and through a fraction of U.S.M.S. 40B (Mathews Millsite) and shall have a centerline described as follows:

Beginning at a point on line 4-3 of U.S.M.S. 38B (Bean Millsite) 255.00 ft. distant from corner No. 4 of said U.S.M.S. 38B, thence from the point of beginning N 56°30' W, 160.00 ft.; thence N 18°10' W, 215.00 ft.; thence N33°10' W, 300.00 ft. more or less to the Northwesterly boundary of the property conveyed herein.

2. U.S. Mineral Surveys 109 (Eagle Lode Claim); and 98 (Excelsior Lode Claim).

EXCEPTING THEREFROM THE FOLLOWING TRACTS OF LAND AND INTERESTS:

Interest of the United States of America in U.S. Mineral Survey 650 (Rattler Lode Claim); reservations in U.S. Patents; the rights of the public and governmental bodies in and to any portion of the above property lying below high water line; the rights of the public and

governmental bodies in and to that portion of the above property lying within the limits of roads, streets and highways, reservations in the State of Alaska Patent (affects Alaska Tidelands Surveys); EASEMENT, including the terms and provisions thereof, in favor of A.J. Industries for electrical transmission lines created by instrument recorded March 9, 1963 in Deed Book 67 at page 113 (affects part vested in A.J. Land Company – location not defined); EASEMENT, including the terms and provisions thereof, in favor of the State of Alaska for hiking trails created by instrument recorded May 15, 1970 in Deed Book 92 at page 407 (location not definite); EASEMENT including the terms and provisions thereof, in favor of Alaska Electrical Light and Power Company for roads and utilities created by instrument recorded June 18, 1974 in Book 112 at page 382 (affects U.S. MS 38B (Bean Millsite) U.S. MS 40B (Mathews Millsite) and ATS 204, Tract B); the right of the City and Borough of Juneau to prohibit those activities in and on the foregoing properties which would degrade the drinking water supply for the municipality.

JUNEAU SIDE

Exhibit B-2

PROPERTY TO BE MADE AVAILABLE FOR UNITIZATION  
BY THE CITY AND BOROUGH OF JUNEAU

Mineral rights only to the following described parcels:

1. U.S. Mineral Surveys 99 (Bear's Nest Lode Claim), 110 (Douglas Island Lode Claim), 111 (Extension of Douglas Island), and;

That part of Mineral Surveys 100. (Takou Chief Lode Claim), 112 (Bonanza King Lode Claim), 381 (Mayflower Lode Claim), which lies Southwest from the following:

Blocks 10, 11, 20, and 21, Douglas according to the Plat approved by the Council of the City of Douglas, May 27, 1936, recorded July 27, 1936, and filed in the front pocket of Deed Book 34; Blocks 38, 39 and 40, Tyee Addition according to the above plat; Block 37, Tyee Addition according to the plat approved by the Council of the City of Douglas, July 1, 1936, recorded July 27, 1936, and filed in the front pocket of Deed Book 34; lots 16 and 70 to 83, inclusive, Alaska Douglas Addition according to the last said plat;

All located on Douglas Island, in the Juneau Recording District, First Judicial District, State of Alaska.

2. Tract "B", Alaska Tidelands Survey 204.

Reserving to the City and Borough of Juneau and AJT MINING PROPERTIES, INC. an easement over, under, across and through a strip of land 100 feet in width (or the minimum width required for dedication for public use if that is more than 100 feet if and when offered for dedication) for road and utility purposes, together with the right to convey those easement rights to others, to be used in common by the City and Borough of Juneau and AJT MINING PROPERTIES, INC., their successors and assigns; said easement shall pass through Tract "B", Alaska Tidelands Survey 204 and shall have a centerline described as follows:

Beginning at a point on Line 11-12 at A.T.S. No. 204 Tract B, from whence Corner No. 12 of A.T.S. No. 204 Tract B bears N 72°18'45" W, 76.78 ft. distant; thence from the point of beginning N 34°40' W, 104.79 ft. to Corner No. 13 of A.T.S. No. 204 Tract B; thence N 35°49'35" W, 225.08 ft. to Corner No. 15 of A.T.S. No. 204 Tract B, and end of said easement.