

NORMAN BLITZ, E.J. SCHRADER,
 JAMES T. BOYD, M.J. HOUGH (also known
 as Michael J. Hough) MINNIE HOUGH,
 MILL CANYON CONSOLIDATED MINES COMPANY)
 AND)
 ROBERTS MINING AND MILLING CO.)
 AND)
 J.O. GREENAN.)

File No. 22590.

A G R E E M E N T

DATED: JULY 15, 1938.

THIS AGREEMENT, made and entered into this 15th day of July, 1938, by and between NORMAN BLITZ, E. J. SCHRADER, and JAMES T. BOYD, of Washoe County, Nevada, M. J. Hough, (also known as Michael J. Hough) and MINNIE J. HOUGH, his wife, both of Eureka County, Nevada, and MILL CANYON CONSOLIDATED MINES COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, parties of first part, and ROBERTS MINING AND MILLING CO., a corporation organized and existing under and by virtue of the laws of the State of Nevada, party of the second part, and J. O. GREENAN, of Washoe County, Nevada, party of the third part;

W I T N E S S E T H:

The parties hereto, for valuable considerations moving to each party, and the mutual covenants and agreements hereinafter set forth, do hereby agree as follows:

1. The parties of the first part, contemporaneously with the execution hereof, will, by good and sufficient mining deed, sell and convey to the party of the second part, its successors and assigns, the Sheila, Norman, Whitey, Esther B, Nora, Buddy, Blue Jay, Blue Bell and Eagle lode mining claims, together with appurtenances, water and water rights thereon, situate in the Cortez Mining District, Eureka County, Nevada.

2. The parties of the first part will, by good and sufficient mining deed, release, remise and forever quitclaim all and any interest, claim or demand that they, or either, or any of them, have or might or could assert in and to the Erma E patented lode mining claim, No. _____, situate in Cortez Mining District, Eureka County, Nevada. Said conveyance shall also release, remise and forever quitclaim unto the party of the second part, its successors and assigns, any and all other locations or properties which either or any of the parties of the first part have or claim in said District, County and State aforesaid, which in any wise conflict with or which might be deemed to be adverse to the title and/or property owned and/or claimed by the party of the second part in said District, County and State aforesaid. Said conveyance shall also specifically release, remise and forever quitclaim unto said party of the second part, its successors and assigns, the mining claims specifically described in a certain lease dated the 15th day of July, 1938, between Roberts Mining and Milling Co., as lessor, and J. O. Greenan, as lessee and/ or Tenant, executed or to be executed by said Roberts Mining and Milling Co. pursuant to an order of the United States District Court for the District of Nevada in the proceedings for reorganization of the lessor, Roberts Mining and Milling Co., entitled "In the Matter of Roberts Mining and Milling Co., Debtor, No. 561"; provided, however, that such conveyance shall not be deemed to include the Liberty Bell lode mining claim, situate in the District, County and State aforesaid, which is claimed by M. J. Hough and/or Minnie J. Hough, his wife, but shall include the pipeline by which water is presently carried to the mill of the party of the second part.

3. In and by said conveyance E. J. Schrader will assign, set over and transfer in general terms all and any personal property which he owns or claims to own in said District, County and State aforesaid, and will release any and all claims that he has for damages for and on account of the removal or destruction thereof, and said Schrader does hereby waive any and all claims that he has against Roberts Mining and Milling Co. and/or G. A. Smith for costs under and by virtue of the amended judgment and decree in the case of "Roberts Mining and Milling Co., a corporation, substituted for G. A. SMITH, Plaintiff, vs. E. J. SCHRADER, JOHN DOE, RICHARD ROE, JAMES DOE, MARY POE, THE BLACK COMPANY, a corporation, and THE WHITE COMPANY, a corporation, Defendants, No. H-109", made and entered on the 16th day of May, 1938, in the

United States District Court for the District of Nevada, pursuant to the mandate of the Circuit Court of Appeals for the Ninth Circuit in the case of "E. J. SCHRADER, Appellant, and Cross-Appellee, vs. ROBERTS MINING AND MILLING COMPANY, a corporation, Appellee, and Cross-Appellant, No. 8505".

4. The party of the first part, James T. Boyd, hereby releases and waives any claim or lien for attorney's fees that he has, claims or might assert against any of the property, mines or mining claims the subject of this agreement, or which are described and referred to in the lease between Roberts Mining and Milling Co. and J. O. Greenan hereinbefore described, and will release and/or recall any and all executions thereof levied upon any of said properties.

5. The Mill Canyon Consolidated Mines Company will immediately upon the execution hereof release its stop orders heretofore given to smelters and to the United States Mint, to the end that Roberts Mining and Milling Co., its successors and assigns and lessee, J. O. Greenan, may ship and sell any and all ores, bullion or concentrates or other product resulting from operations of Roberts Mining and Milling Co., its successors, assigns or lessees, in said Cortez Mining District, Eureka County, Nevada.

6. The parties hereto mutually agree that they will dismiss all suits and actions, claims and/or counterclaims, except as hereinafter specifically mentioned, pending between them as well as any appeals now pending in any suit or action between the parties hereto, or each or any of them, in the Supreme Court of the State of Nevada, which dismissals shall include a dismissal of a certain action now pending in the Third Judicial District Court of the State of Nevada, in and for the County of Eureka, No. 2346, entitled "ROBERTS MINING AND MILLING CO., a corporation, Plaintiff, vs. M. J. Hough, MINNINE J. HOUGH, JAMES T. BOYD, E. J. SCHRADER, NORMAN BILTZ, NEVADA MILL CANYON MINING COMPANY, a corporation, JAMES RATAZZI, as Sheriff of Eureka County, Nevada, JAMES D. FINCH, substituted for John Doe, RICHARD ROE, MARY POE, BLACK CORPORATION, A corporation, and MILL CANYON CONSOLIDATED MINES COMPANY, a corporation, Defendants", and the parties of the first part will further obtain like dismissals of any counterclaim asserted by any of the defendants in said action against Roberts Mining and Milling Co.

7. The parties of the first part, M. J. Hough and Minnie J. Hough, will dismiss their appeals, now pending in the Supreme Court of the State of Nevada in the case of ROBERTS MINING AND MILLING COMPANY, a corporation, Plaintiff and Respondent, v. M. J. HOUGH, MINNIE J. HOUGH, Defendants and Appellants, JAMES RATAZZI, individually and as Sheriff of the County of Eureka, State of Nevada, RESERVE GOLD MINING COMPANY, a corporation, FIRST DOE, SECOND DOE, THIRD DOE, FOURTH DOE, THE BLACK COMPANY, a corporation, THE WHITE COMPANY, a corporation, Defendants, No. 3210", and the case of "Roberts Mining and Milling Company, a corporation, Plaintiff and respondents, vs. M. J. Hough, Defendant and Appellant, John Doe, Richard Roe and Mary Poe, Defendants, No. 3211", it being understood and agreed in this connection that Roberts Mining and Milling Co. shall be entitled immediately upon such dismissal to have delivered to it a certain deed made, executed and delivered to the Clerk of the District Court of the Third Judicial District of the State of Nevada, in and for the County of Eureka, by which said Hough conveyed to Roberts Mining and Milling Company, pursuant to judgment and decree of said Court, the Emma E. patented lode mining claim, hereinbefore referred to; it being agreed and understood also in the connection that upon delivery of said deed, and upon the dismissal of said appeals that M. J. Hough shall be entitled to withdraw and take down from the Clerk of said Court the sum of approximately \$1,100.00 now on deposit for his use and benefit.

8. It is agreed as respects all of said actions that each party shall pay his, her, or its respective costs.

9. It is further agreed and understood that that certain action in the Third Judicial District Court of the State of Nevada, entitled "M. J. HOUGH, Plaintiff, v. ROBERTS MINING AND MILLING COMPANY, a corporation, Defendant, No. 2321", is not to be dismissed by reason of this

agreement, but there is reserved to each of the parties thereto to take any and all steps therein to which they may be entitled and advised, and that neither party waives any rights or claims by reason of this agreement arising in or out of said action.

In consideration of the foregoing, the party of the second part and the party of the third part covenant and agree as follows:

1. That within ninety (90) days from date hereof, and in accordance with the terms and conditions of that certain lease between Roberts Mining and Milling Co., party of the second part hereto, and J. O. Greenan, party of the third part hereto, hereinbefore referred to and described, said Greenan will rehabilitate the present mill and plant of the party of the second part so that there can be extracted from said mines and mining claims hereinbefore described and which are the subject of said lease, a minimum tonnage of thirty 30 tons per day.

2. That as and when ores extracted from the said Emma E. and Sheila lode claims are sold, milled, treated or the bullion or other product thereof sold and shipped, which mining and milling operations shall commence not later than 120 days from date hereof, the parties of the second part and third part will pay, or cause to be paid, into the First National Bank of Nevada, Main Office, Reno, Nevada, for the use of the parties of the first part, \$6.00 per ton on all ores mined from the Emma E and Sheila lode claims and sold or treated in the mill, and the product thereof sold, returning under \$22.00 per ton, and on all such ores sold or treated in the mill and the product thereof sold, returning ~~under \$22.00 per ton, and on all such ores sold or treated in the mill and the product thereof sold, return-~~ing \$22.00 or over per ton, \$7.00 per ton. Said \$6.00 or \$7.00 payment shall be determined by taking the tonnage milled during each month of operations and dividing the same into the net smelter returns or mint returns received from the sale of such ores or the bullion or concentrates or other product thereof; provided, however, that payments will be made within ten days after settlement is made by the smelter or mint, based upon the minimum of \$6.00 per ton, and proper adjustments shall be made on or before the 10th day of each calendar month. Said payments of \$6.00 or \$7.00 shall continue until such time as the full sum of \$50,000 shall have been paid to the parties of the first part as herein provided, and when said full sum of \$50,000 shall have been so paid, the party of the second part and the party of the third part shall be completely released from any further payments or obligations whatsoever; provided, however, that in no event is there any obligation except as to and/or upon ores produced from said Emma E and/or Sheila/^{group of} mining claims; and provided further, that this agreement between second and third parties as to the proportionate payment of said \$50,000. The several covenants in this paragraph contained on the part of the party of the second part and the party of the third part will attach to and run with the said Emma E. and said Sheila mining claims.

The parties of the first part, M. J. Hough and Minnie J. Hough, his wife, claim to be the owners of 150,000 shares of the capital stock of Majestic Mines Corporation, which company heretofore, and on March 21, 1930, made, executed, acknowledged and delivered to Roberts Mining and Milling Co. a deed of conveyance of certain mines and mining claims in the Cortez Mining District, Eureka County, Nevada, all of which appears from Liber 20 of Deeds, page 440, Records of Eureka County, Nevada, and on March 20, 1930, entered into a contract of sale for the same mining claims with said Roberts Mining and Milling Co.

Omit: (Said M. J. Hough and Minnie J. Hough, his wife, in consideration of certain benefits which they will receive under and by virtue hereof, and certain sums of money which will be paid to them, covenant and agree for themselves, their heirs, executors, administrators and assigns that they will not, directly or indirectly, or in conjunction with any other person or persons, corporation, or association, commence, prosecute or cause or permit to be prosecuted, any action at law or in equity which will in any wise seek to invalidate said contract and/or said deed of conveyance from Majestic Mines Corporation to Roberts Mining and

Milling Co.)

Said M. J. Hough and Minnie J. Hough, his wife, in consideration of certain benefits which they will receive under and by virtue thereof, and certain sums of money which will be paid to them; covenant and agree for themselves, their heirs, executors, administrators and assigns that they will not, directly or indirectly, or in conjunction with any other person or persons, corporation, or association, commence, prosecute or cause or permit to be prosecuted, any action at law or in equity which will in any wise seek to invalidate said contract and/or said deed of conveyance from Majestic Mines Corporation to Roberts Mining and Milling Co., and they, and each of them, hereby expressly ratify and confirm said transactions, and the whole thereof, and do further ratify and confirm all contracts and agreements between Roberts Mining and Milling Co. and Majestic Mines Corporation concerning said transaction or transactions; and further approve and ratify those certain resolutions passed by the Board of Directors of said Majestic Mines Corporation, of dates November 24, 1930, and November 24, 1937, respectively, releasing Roberts Mining and Milling Co. from necessity of doing work on said claims mentioned in said agreement of March 20, 1930, and extending time for the payment of the balance of the purchase price from March 30, 1940, to March 30, 1943.

10. This agreement is approved and authorized by an order duly made by the court "In the Matter of Roberts Mining and Milling Co., a corporation, Debtor, No. 561", in the United States District Court, for the District of Nevada.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and affixed the seals of the corporations, by their proper officers thereunto duly authorized, the day and year first above written.

Norman Biltz
E. J. Schrader
James T. Boyd
M. J. Hough
Minnie J. Hough

(Corporate Seal)

MILL CANYON CONSOLIDATED MINES COMPANY,
a corporation,
By Norman Biltz President.
By E. J. Seaborn Secretary
Parties of the First Part.

(Corporate Seal)

ROBERTS MINING AND MILLING CO.,
a corporation,
By Belle McCord Roberts President.
By G.A. Smith Secretary
Party of the Second Part

J.O. Greenan
Party of the Third Part.

STATE OF NEVADA,
ss.
County of Washoe.

On this 15th day of July, 1938, before me, a Notary Public in and for said county and state aforesaid, personally appeared NORMAN BILTZ, E. J. SCHRADER, JAMES T. BOYD, M. J. HOUGH (also known as Michael J. Hough), MINNIE J. HOUGH, his wife, AND J. O. GREENAN, known to me to be the persons whose names are subscribed to the within instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned; and NORMAN BILTZ, known to me to be the President of, and E. J. SEABORN, known to me to be the Secretary of, Mill Canyon Consolidated Mines Company, a corporation, that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation, and they acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

(Notarial Seal)

A. Coates
Notary Public in and for said
County and State aforesaid.

MY COMMISSION EXPIRES May 29, 1939.

STATE OF NEVADA,

ss.

County of Washoe.

On this 15th day of July, 1938, before me, a Notary Public in and for said County and State aforesaid, personally appeared BELLE McCORD ROBERTS, known to me to be the president of, and G. A. Smith, known to me to be the Secretary of, Roberts Mining and Milling Co., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

(Notarial Seal)

COMMISSION EXPIRES NOVEMBER 13, 1941.

Theresa Zunino

Notary Public in and for said
County and State aforesaid.

THERESA ZUNINO

NOTARY PUBLIC IN AND FOR THE COUNTY OF
WASHOE, STATE OF NEVADA.

Recorded at the request of Thatcher and Woodburn July 21, A.D. 1938 At 0 minutes past 4 P.M.

Peter Merialdo----Recorder.