

Gold Quarry Mines, Inc.,)
 to) Agreement.
 Elko Gold Quarry Mining Company.)

THIS AGREEMENT made and entered into this 3rd day of April, 1941, by and between GOLD QUARRY MINES, INC., a corporation incorporated under the laws of the State of Nevada, by and through its proper officials, hereinafter referred to as the party of the first part, and ELKO GOLD QUARRY MINING COMPANY, a corporation, incorporated under the laws of the State of Nevada, by and through its proper officials, hereinafter referred to as the party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of \$1.00 lawful money of the United States of America, each to the other in hand paid, the receipt whereof is hereby acknowledged, and for the covenants and acts hereinafter provided, the parties agree as follows, to-wit:

1. THE PARTY OF THE FIRST PART agrees by and through its proper officials to cancel, terminate and void that certain lease and option entered into by and through its officials, as Lessors, on October 28, 1940, with E.H. SEYMOUR, Lessee, purportedly acting as the representative of the party of the second part.

2. THE PARTY OF THE FIRST PART FURTHER AGREES to declare forfeited and to cancel and terminate that certain lease and option made and entered into on the 1st day of February, 1939, by and between the officials of the GOLD QUARRY MINES, INC., as Lessors, and E.H. SEYMOUR as Lessee, which said lease was subsequently, to-wit: on August 10, 1940, assigned to ELKO GOLD QUARRY MINING COMPANY, party of the second part herein.

3. AND IT IS FURTHER AGREED by the party of the first part to reconvey to the party of the second part herein all those certain mining claims situate, lying and being in the Maggie Creek Mining District, County of Eureka, State of Nevada, and particularly described as follows:

MAGGIE FRACTION MAGGIE NO.7 MAGGIE EXTENSION NO.1 GOLD CENTER CLAIM GOLD CENTER NO.2
 MAGGIE EXTENSION MAGGIE NO.2 MAGGIE NO.1 MINING CLAIM

As the same appear upon the official records of the County Recorder of the County of Eureka, State of Nevada.

Together with all water rights and appurtenances in connection therewith.

Together with all the dips, spurs, angles and variations, and also all the metals, ores, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also, all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said granto, of, in or to the premises, and every part and parcel thereof, with the appurtenances.

4. The party of the second part agrees to waive, forfeit and forever relinquish any and all rights that it may have had or now has or that it may hereafter acquire by reason of or under the terms of either of the agreements described and referred to in Paragraphs 1 and 2 herein.

5. And the parties hereto mutually agree that for and in consideration of the acts and covenants hereinabove set forth on the part of each to be performed, to release each other from all liability whatsoever arising out of or resulting from or under the terms and conditions of either or both of the leases and options hereinabove mentioned.

6. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED between the parties hereto that this agreement shall become binding upon the parties hereto for all intents and purposes, when and after the party of the first part shall have executed and delivered to the party of the second part a grant, bargain, and sale deed to the properties hereinabove described, and the second party shall have executed and delivered its receipt therefor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through their proper officials, the day and year in this instrument first above written.

GOLD QUARRY MINES, INC.,

ATTEST: (Corporate Seal)
Francis Platt
Secretary.

BY: Thos. S. Wilson
President

ATTEST: (Corporate Seal)
C.L. Kroll
Secretary.

ELKO GOLD QUARRY MINING COMPANY
a corporation
By: Edward W. Casey

STATE OF UTAH,)
) ss.
COUNTY OF WEBER.)

On this 26th day of April, A.D., 1941, before me a Notary Public in and for said county and state, at my office in the City of Ogden, State of Utah, personally came Thomas S. Wilson, President of the GOLD QUARRY MINES, INC, a corporation, and who is personally well known to me and he being by me duly sworn, did depose and say:

That he is and at the time of the execution of said agreement was the President and that Francis Platt is and then was the Secretary of the said company; that he knows the corporate seal of said company and the seal affixed to the foregoing agreement, as such, is such corporate seal; that the said agreement was subscribed to by him and the said seal affixed thereto by the said Secretary pursuant to and by authority of the Board of Directors of said corporation; and that he, as President aforesaid, signed, and the said Francis Platt, as Secretary, aforesaid attested the said instrument by like authority, and that the said Thomas S. Wilson, President as aforesaid, acknowledged the execution of said instrument as the act and deed of the said GOLD QUARRY MINES, INC., for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the said City of Ogden, County of Weber, State of Utah, the day and year aforesaid.

(Notarial Seal)
MY COMMISSION EXPIRES: July 27, 1943

L. J. Holther
NOTARY PUBLIC.

STATE OF NEVADA,)
) SS.
COUNTY OF ELKO.)

On this 3rd day of April, A.D., 1941, before me a notary public in and for said county and state, at my office in the City of Elko, State of Nevada, personally came EDWARD W. CASEY, President of the ELKO GOLD QUARRY MINING COMPANY, a corporation, and who is personally well known to me and he being by me duly sworn, did deposes and say:

That he is and at the time of the execution of said agreement was the President and that C.L.KROWL is and then was the Secretary of the said company; that he knows the corporate seal of said company and the seal affixed to the foregoing agreement, as such, is such corporate seal; that the said agreement was subscribed to by him and the said seal affixed thereto by the said Secretary pursuant to and by authority of the Board of Directors of said corporation; and that he, as President aforesaid signed, and the said C.L. KROWL, as Secretary, aforesaid attested the said instrument by like authority, and that the said EDWARD W. CASEY, President as aforesaid, acknowledged the execution of said instrument as the act and deed of the said ELKO GOLD QUARRY MINING COMPANY for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the said City of Elko, County of Elko, State of Nevada, the day and year aforesaid.

(Notarial Seal)
MY COMMISSION EXPIRES: Oct. 7, 1941.

C. B. Tapscott
NOTARY PUBLIC

Recorded at the request of C.B.Tapscott May 22, A.D. 1942 At 30 minutes past 10 A.M.

Peter Merialdo---Recorder.