

Percy Rogers

to

Phillipsburg Mining Corporation

ASSIGNMENT OF MINING LEASE

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THIS AGREEMENT, made and entered into this 29th day of May, 1957, by and between PERCY ROGERS, of Santa Monica, California, hereinafter called assignor, and the PHILLIPSBURG MINING CORPORATION, a duly organized corporation under the laws of the State of Nevada, hereinafter called assignee.

W I T N E S S E T H:

WHEREAS, the assignor received a reassignment of a certain mining lease dated the 1st day of November, 1955, by and between Otto Mehr, President and official representative of the Great American Mining Corporation of Nevada, it being a duly organized and existing corporation, lessor, to Percy Rogers, lessee, a copy of which is attached hereto and made a part hereof and incorporated herein; and

WHEREAS, assignee is desirous of securing an assignment of the lease to itself; and

WHEREAS, assignor is desirous of assigning said lease to assignee;

NOW, THEREFORE, in consideration of 2,000.00 shares of the Phillipsburg Mining Corporation, assignee herein, issued to the assignor, receipt of which is hereby acknowledged, and in further consideration of the covenants, conditions, agreements and royalties hereinafter contained, and for other good and valuable considerations, the parties hereto do mutually agree as follows:

1. The assignor does hereby assign, transfer and set over unto the assignee all of his right, title and interest in and to that certain lease agreement entered into by Otto Mehr, as President and official representative of the Great American Mining Corporation of Nevada, a duly organized and existing Nevada

Corporation, lessor, and Percy Rogers, lessee, encompassing thirty-seven plus unpatented lode mining claims in the Diamond Mining District, Eureka District of Nevada, being in Township 22 North, Range 54 East, and consisting of (but Not limited to) the following: 5 claims in the Frances Group; 7 claims in the Phillipsburg Group; 4 claims in the North Star Group; 12 claims in the Juniper Group, and 8 claims in the Valhalla Group.

2. Assignor agrees to execute a grant, bargain and sale deed of all his right, title and interest in and to all of the real property described in the lease agreement set forth above, and to deposit said deed in escrow with instructions to deliver it to the assignee, upon compliance by the assignee with all the terms and conditions of this agreement and of the lease.

3. The assignee agrees to execute a quitclaim deed of its right, title and interest in and to all of the real property described in the lease agreement and to deposit the quitclaim deed in escrow with instructions to deliver it to the assignor under the terms and conditions recited in this assignment and the lease agreement.

4. That both the aforesaid deeds are to be held by the escrow holder, subject to the terms and conditions of the lease agreement, as the lease agreement refers to grant deeds and quitclaim deeds between the original lessor and the assignee herein,

5. The assignee agrees to perform all of the terms and conditions, covenants and agreements in the lease agreement contained; that if the assignee should default in any of the terms and conditions thereof, and notice of such default is served as required in said lease agreement, and the assignee shall, within fifteen (15) days, correct the default or post a bond satisfactory to the assignor, the default will be cured prior to the expiration of the period for curing such default as provided in the lease agreement; and if any default is not so cured, or such bond is not posted within the fifteen day period, the assignee will surrender to the assignor the leased premises forthwith. In the event of such default remaining uncured for fifteen days after notice of default, without the posting of the bond as contemplated herein, this agreement shall forthwith terminate and be null and void, and the assignee shall have no more interest whatsoever in this assignment or the lease agreement or the property which is the subject of both.

6. As further consideration for this assignment, the assignee will pay to the assignor, in addition to all payments required by the terms of the lease agreement, and in addition to any other provisions of this assignment, 2% of the net smelter returns, as that term is defined in the lease agreement, payments to be made at the same time as required by the payments in the lease agreement.

7. All ore shipments shall be made in the joint names of the Great American Mining Corporation of Nevada, a Nevada corporation, Percy Rogers, assignor herein, and Phillipsburg Mining Corporation, assignee herein.

8. There shall be no further assignments or sublettings of this lease without the written consent of the assignor first had and obtained.

9. Upon the exercising of the option to purchase included in the lease agreement, then and in that event, all shipments of ore shall be made in the name of Percy Rogers and Phillipsburg Mining Corporation.

10. This agreement shall be executed in quadruplicate original with executed copies of this assignment being distributed to Percy Roger, Phillipsburg Mining Corporation, the escrow agent, and to the Great American Mining Corporation of Nevada.

11. The waiver of any of the terms and conditions on the part of the assignee to be performed shall not constitute a precedent or a continuing waiver of any of the terms and conditions set forth herein.

12. The lease which is the subject of this assignment, and this assignment, shall not become an asset of the assignee, if the assignee is bankrupt or insolvent, whether by operation of law or otherwise; nor shall this assignment nor the lease which is the subject hereof become an asset of any assignee of this assignee in the event of its bankruptcy or insolvency. In the event that a petition in bankruptcy is filed against any assignee hereunder, or by any assignee hereunder, then and in that event, this assignment shall immediately terminate, cease and determine, and assignor shall have the immediate right to enter upon the

premises which are the subject of this assignment, and to take over the premises under the terms of the original lease hereunder.

13. Time is the essence of this agreement.

14. This agreement shall bind the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Percy Rogers
Percy Rogers, Assignor

PHILLIPSBURG MINING CORPORATION

(Corporial Seal)

By C. Randal Finch
C. Randal Finch, Vice President

STATE OF NEVADA)
) SS
COUNTY OF WASHOE.)

On this 29th day of May, 1957, before me, the undersigned Notary Public in and for the said County and State, personally appeared PERCY ROGERS, known to me to be the person described in and who executed the above and foregoing instrument, and he acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal)

My commission Expires: September 21, 1957.

Irene H. Lausten
Notary Public in and for
said County and State

STATE OF NEVADA)
) SS
COUNTY OF WASHOE.)

On this 29th day of May, 1957, personally appeared before me, a Notary Public in and for the said County and State, C. RANDAL FINCH, known to me to be the Vice President of the corporation that executed the Vice President of the corporation that executed the foregoing instrument; and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

My commission expires: September 21, 1957.

Irene H. Lausten
Notary Public in and for
said County and State.

Recorded at the request of Richards and Swanson, June 7, A.D. 1957 At 10 minutes past 5 P.M.

Clara Crane, Recorder.

By Marian Herrera, Deputy.