

A. B. Thomas and
Combined Production Associates
and Sierra Nevada Company

and

R. D. Morris and M. M. & S.
Exploration Company

A G R E E M E N T

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THIS AGREEMENT between A. B. THOMAS and COMBINED PRODUCTION ASSOCIATES, a Corporation, and SIERRA NEVADA COMPANY, a Corporation, herein called "First Parties", and R. D. MORRIS and M. M. & S. EXPLORATION COMPANY, a Corporation, herein called "Second Parties",

W I T N E S S E T H:

WHEREAS disputes have arisen between the parties in reference to the ownership and location of certain mining claims in the LYNN MINING DISTRICT of the County of Eureka, State of Nevada; and

WHEREAS it is the desire of the parties to settle these disputes and to specifically

set forth the rights, duties and responsibilities of the parties in relation to one another;
 NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, it is hereby agreed as follows:

1. The parties of the Second Part hereby release, assign and transfer to the parties of the First Part an undivided one-half (1/2) interest in and to all their right, title and interest in those certain Lode Mining Claims situate in Section 2, 10 and 11, T. 35 N., R. 50 E., M.D.B. &M., Lynn Mining District, Eureka County, Nevada, as follows:

YELLOW ROSE Nos.: 6, 7, 8, 9, 10, 11, 12,
 13, 14, 15, 16, 17, 18, 19, 20 and 21

and

CRACKER JACK and CRACKER JACK Nos.: 1, 2,
 3, 4 and 5

and

BIG JIM and BIG JIM NOS.: 1, 2, 3, 4, 5, 6,
 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,
 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29,
 30 and 31.

2. The parties of the First Part hereby release, assign and transfer to the parties of the Second Part, an undivided one-half (1/2) interest in and to all their right, title and interest in any and all locations and mining claims now existing in T. 35 N., R. 50 E., M. D.B.&M. & in T36N, Range 49 E, M.D.B&M, excluding Section 4 in T35N. R.50E. M.D.B&M., as per certified list attached hereto & made a part hereof.

C.P.A.
 S.N. Co.
 A.B.Thomas
 Arthur Blake
 Thomas

3. The parties of the First Part shall pay to the parties of the Second Part the sum of \$2,100.00 for services performed by R. D. MORRIS for the months of December 1962, and January and February 1963, said sum to be paid in cash immediately upon the execution of this agreement.

It is further agreed that the First Parties shall perform all necessary work and labor and pay all expenses necessary to perfect the locations of any and all of the above-mentioned mining claims, and within the time required by law shall file and record the necessary Certificates of Location, which Certificates shall be in accordance with the Mining Laws of the State of Nevada and United States of America, and NAME the parties hereto as EQUAL OWNERS of said claims. The First Parties shall hold the Second Parties free and harmless from any expense in connection with said location work and the Second Parties shall not be required to make any contribution thereto.

4. It is understood and agreed that the rights of the parties in connection with the above claims are individual, and that their joint ownership thereof shall not be construed in any way to be a partnership or joint venture limited or otherwise, and that the respective interests of the First Parties and Second Parties are separate and individual.

Neither party shall be responsible for any debts, obligations or liabilities of the other party, and neither party shall be responsible for any expenses for work, supplies or exploration performed on said claims by the other parties, except by the written consent and agreement of both parties.

5. It is mutually agreed that this Agreement cancels and terminates any previous employment of R. D. MORRIS by the parties of the First Part, or any of them, and the said R. D. MORRIS from this day forward has no obligation to any of the said First Parties, and said First Parties have no claim upon his services in any manner whatsoever.

In consideration of this Agreement, and except for the specific Mining Claims mentioned herein, First Parties hereby release and waive any claim, right, title or interest, express or implied, which they may have to any locations, discoveries or mining claims made by the parties of the ^{Second} Part, or either of them, whether the said claims, discoveries or locations have been heretofore made, or whether the same may be made in the future.

R.D.M.

It is fully understood that any rights arising in favor of the First Parties by reason of the previous employment of R. D. MORRIS by the First Parties, or any of them, have been fully and completely satisfied by this Agreement. The First Parties shall make no further claim of any kind against the said R. D. MORRIS, or his successors or assigns, for any right or interest in any mining claims, locations or any discoveries now, heretofore or hereafter made by the said R. D. MORRIS, his heirs, assigns or successors.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF this Agreement has been subscribed and executed by the parties hereto this 26th day of MARCH, 1963.

ATTEST:

Tom P. Costas
Vice President

COMBINED PRODUCTION ASSOCIATES,
a Corporation

By Arthur Blake Thomas
Its Pres.

ATTEST:

Tom P. Costas
Vice President

SIERRA NEVADA COMPANY,
a Corporation

By Arthur Blake Thomas
Its Pres.

A. B. Thomas
A. B. Thomas

- FIRST PARTIES -

ATTEST:

Velma McKnight (CORPORATE SEAL)
Secretary

M.M. & S. EXPLORATION CO.
a Corporation

By Sterling G. McKnight
Its Pres.

R. D. Morris
R. D. Morris

- SECOND PARTIES -

STATE OF NEVADA)
: SS.
COUNTY OF ELKO)

On this 6th day of April, 1963, personally appeared before me, a Notary Public in and for said County and State, Arthur Blake Thomas and Tom P. Costas known to me to be the President and V.P., respectively, of COMBINED PRODUCTION ASSOCIATES, 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 the Corporation as indicated after said signatures; and that the Corporation executed the 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)

Ross P. Eardley
NOTARY PUBLIC
My commission expires: 1/5/65

STATE OF NEVADA)
: SS.
COUNTY OF ELKO)

On this 26th day of March, 1963, personally appeared before me, a Notary Public in and for said County and State, A. B. THOMAS, known to me to be the person described in and who executed the foregoing instrument; who 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)

Joseph A. King
NOTARY PUBLIC
My commission expires: July 16, 1964.

STATE OF NEVADA)
: SS.
COUNTY OF ELKO)

On this 6th day of April, 1963, personally appeared before me, a Notary Public in and for said County and State, Arthur Blake Thomas and Tom P. Costas known to me to be the President and V.P., respectively, of SIERRA NEVADA COMPANY, 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 the Corporation as indicated after said signatures; and that the Corporation executed the 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)

Ross P. Eardley
NOTARY PUBLIC
My Commission Expires: 1/5/65

STATE OF NEVADA)
 : SS.
COUNTY OF Ormsby)

On this 28 day of March, 1963, personally appeared before me, a Notary Public in and for said County and State, Velma McKnight and Sterling G. McKnight known to me to be the President and Secretary, respectively of M. M. & S. EXPLORATION CO., 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 the Corporation as indicated after said signatures; and that the Corporation executed the 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)

Jeanne M. Smith
NOTARY PUBLIC

My commission expires: Oct 15, 1964.

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

On this 26th day of March, 1963, personally appeared before me, a Notary Public in and for said County and State, R. D. MORRIS, known to me to be the person described in and who executed the foregoing instrument; who 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)

Joseph A. King
NOTARY PUBLIC

My commission expires: July 16, 1964.

Recorded at the request of R. D. Morris April 18, A.D., 1963 At 30 minutes past 1 P. M.

Willis A. DePaoli - Recorder.