

File No. 38273

Gitl Bialer, Norman A. Samuels and  
 Marjorie Samuels, Alex Intrator and  
 Mira Intrator, Armand V. Carnevale and  
 Esther Shepard Carnevale, Arnbleich Co.,  
 Kurt L. Maier and Lilo Ackerman, William  
 Levine and Mildred Levine, Julius Maier, Margot  
 Maier, Peter Alsberg and Hilde Alsberg, Julius  
 Maier & Co., Dr. Vernon A. Weinstein, Marjorie  
 Weinstein, Jerome Winston, Jules L. Kamsley,  
 Curtis M. Oberlander and Fritzi Oberlander, Susan  
 Komarow, Morris Rotkel and Michael Landy, Joseph  
 J. Dellaripa and Lucille Dellaripa, Henrik  
 Kauffmann, Cooper & Brase Co., and M.M. & S.  
 Exploration Company, Jointly and severally

ASSIGNMENT

TO

Hal T. Hall

ASSIGNMENT

THIS AGREEMENT, made and entered into this 30 day of March, 1963, by and between GITL BIALER, NORMAN A. SAMUELS and MARJORIE SAMUELS, ALEX INTRATOR and MIRA INTRATOR, ARMAND V, CARNEVALE and ESTHER SHEPARD CARNEVALE, ARNBLEICH CO., KURT L. MAIER and LILO ACKERMAN, WILLIAM LEVINE and MILDRED LEVINE, JULIUS MAIER, MARGOT MAIER, PETER ALSBERG and HILDE ALSBERG, JULIUS MAIER & CO., DR. VERNON A. WEINSTEIN, MARJORIE WEINSTEIN, JEROME WINSTON, JULES L. KAMSLEY, CURTIS M. OBERLANDER and FRITZI OBERLANDER, SUSAN KOMAROW, MORRIS ROTKEL AND MICHAEL LANDY, JOSEPH J. DELLARIPA and LUCILLE DELLARIPA, HENRIK KAUFFMANN, COOPER & BRASE CO., and M.M. & S. EXPLORATION COMPANY, jointly and severally, hereinafter sometimes referred to as First Parties and HAL T. HALL, hereinafter sometimes referred to as Second Party,

W I T N E S S E T H

WHEREAS, WILLIS L. EDGAR, W. E. EDGAR, J. W. EDGAR, EVELYN EDGAR and J. M. EDGAR, as First Parties, and M.M. & S. EXPLORATION COMPANY, a Nevada corporation, as Second Party, did enter into a Lease Option Agreement under date of June 23, 1959, concerning certain mining claims commonly known as Blue Star, Blue Star #1, Blue Star #2 and Blue Star #3, which claims are situate in the Boulder Ridge Mining District, Eureka County, Nevada; and

WHEREAS, WILLIS L. EDGAR, T. E. EDGAR and J. M. EDGAR, as First Parties, and the said M.M. & S. EXPLORATION COMPANY, as Second Party, did enter into a Lease and Option Agreement under date of October 7, 1959, concerning a certain group of 32 mining claims commonly known as Blue Star #4 through #35 inclusive, and a certain group of 18 mining claims commonly known as Copper Ridge #1 through #18 inclusive, situate in said Boulder Ridge Mining District, Eureka County, Nevada; and

WHEREAS, by various assignments, the said M.M. & S. EXPLORATION Company assigned its interest in the above described Agreements unto The Sierra Nevada Company; and

WHEREAS, the Sierra Nevada Company did assign unto Combined Production Associates, Ltd., a Utah corporation, an undivided 75% interest in the said Agreements; and

WHEREAS, the said Combined Production Associates, Ltd., has assigned portions of the said undivided 75% interest as follows:

|                                                  |       |        |
|--------------------------------------------------|-------|--------|
| Julius Maier                                     |       | 12.50% |
| Kurt Maier & Lilo Ackerman ("A" Production Note) |       | .25%   |
| Arnbleich Co.                                    | " " " | 6.00%  |
| Gitl Bialer                                      | " " " | .75%   |
| Armand V. Carnevale & Esther Shepard Carnevale   | " " " | .75%   |
| William Deohler & Bess Doehler                   | " " " | .25%   |
| Alex Intrator & Mira Intrator                    | " " " | 2.00%  |
| Robert F. Koetsch                                | " " " | .25%   |
| William Levine & Mildred Levine                  | " " " | .75%   |
| Tilda Redway                                     | " " " | .25%   |
| Elizabeth Walker                                 | " " " | .25%   |
| Arnbleich Co. ("B" Production Note)              |       | 6.25%  |
| Lilo Ackerman (Property Assignment Contract)     |       | .25%   |
| Peter Alsberg & Hilde Alsberg                    | " " " | .50%   |
| Armand V. Carnevale & Esther Shepard Carnevale   | " " " | .75%   |
| Arnbleich Co.                                    | " " " | 5.25%  |
| William Levine & Mildred Levine                  | " " " | .75%   |
| Julius Maier                                     | " " " | .25%   |

|                                          |                                |       |
|------------------------------------------|--------------------------------|-------|
| Julius Maier & Co.                       | (Property Assignment Contract) | 1.75% |
| Dr. Vernon A. Weinstein                  | " " "                          | .25%  |
| Marjorie Weinstein                       | " " "                          | .25%  |
| Cooper & Brase Co.                       | (Royalty Contract)             | .20%  |
| Joseph J. Dellaripa & Lucille Dellaripa  | " "                            | .20%  |
| Susan Komarow                            | " "                            | .20%  |
| Jules L. Kamsley                         | " "                            | .20%  |
| Henrik Kauffmann                         | " "                            | .40%  |
| Curtis M. Oberlander & Fritzi Oberlander | " "                            | .20%  |
| Morris Rotkel & Michael Landy            | " "                            | .20%  |
| Jerome Winston                           | " "                            | .20%  |
| M.M. & S. Exploration Company            | (Royalty Interest)             | 4.00% |
| and                                      |                                |       |

WHEREAS, J. W. Edgar, Evelyn Edgar, J. M. Edgar, Leola Edgar, W. E. Edgar, Willis L. Edgar, Jessie M. Edgar, and Leon Balastegui, as First Parties, and Willis Edgar, Jessie Edgar, T. G. Edgar, R. D. Morris, J. W. Edgar, Evelyn Edgar, J. M. Edgar, and Leola Edgar, as Second Parties, and Julius Maier, Julius Maier Co., Margo Maier, Arnbleich Co., Alex Intra-tor, A. Carnevale, Gitl Bialer, Norman Samuels, Kurt Maier, E. Walker, T. Redway, William Doehler, P. Alsberg, R. Koetsch; Dr. Weinstein, M. Weinstein, The Sierra Nevada Company and Combined Production Associates, Ltd., as Third Parties, being all of the persons having an interest in the above described Lease Option Agreement and Lease and Option Agreement, did execute an Amendment to Mining Lease and Options, which Amendment bears the date of November 29, 1962; and

WHEREAS, the aforesaid Robert Koetsch and Elizabeth Walker and Tidle Redway have transferred their interests, above described, unto Julius Maier; and

WHEREAS, William Doehler and Bess Doehler held the hereinabove described interest as joint tenants with right of survivorship, and William Doehler is now deceased, and Bess Doehler has transferred the said Doehler interest unto Arnbleich Co; and

WHEREAS, First Parties severally represent that the recitations hereinabove set forth are true and correct and Combined Productions, Ltd., and The Sierra Nevada Company, jointly and severally, represent that the foregoing accurately represents all assignments or transfers of interest in the said Lease Option Agreement, Lease and Option Agreement, and Amendment to Lease and Options; and

WHEREAS, Second Party in reliance on the foregoing, desires to acquire an undivided 50% interest in and to the above described mining claims and Lease Option Agreement, Lease and Option Agreement and Amendment to Mining Lease and Options, and the rights reflected thereby;

NOW THEREFORE, the Parties hereto agree as follows:

1. Each of First Parties do herein and hereby grant, bargain and sell unto HAL T. HALL, an undivided one-half interest in and to the interest that each of them have, as hereinabove recited, in and to the following:

(a) Those certain mining claims situate in the Boulder Ridge Mining District, Eureka County, Nevada, commonly known as Blue Star, Blue Star #1, Blue Star #2, and Blue Star #3; Blue Star #4 through #35 inclusive, and a certain group of 18 mining claims commonly known as Copper Ridge #1 through #18 inclusive.

(b) That certain Lease Option Agreement between Willis L. Edgar, W. E. Edgar, J. W. Edgar, Evelyn Edgar and J. M. Edgar as First Parties, and M.M. & S. Exploration Company as Second Party, dated June 23, 1959.

(c) That certain Lease and Option Agreement between Willis L. Edgar, T. E. Edgar, and J. M. Edgar as First Parties and M.M. & S. Exploration Company as Second Party, dated October 7, 1959.

(d) A certain Amendment to Mining Lease and Options, dated November 29, 1962, by and between J. W. Edgar and Evelyn Edgar et al, as First Parties, W. L. Edgar and Jessie Edgar et al, as Second Parties, and Julius Maier, Julius Maier & Co., and Arnbleich Co., et al, as Third Parties,

in consideration of the payment unto A. B. Thomas for the benefit of Combined Productions Associates, Ltd., and the Sierra Nevada Company of the sum of \$17,500.00, paid and payable as follows:

(a) The sum of \$5,500.00 cash lawful money of the United States heretofore paid to said A. B. Thomas, the receipt of which is hereby specifically acknowledged.

(b) The sum of \$12,000.00 on or before May 15, 1963, or as hereinafter provided.

2. Second Party may forthwith enter upon the subject mining claims for the purpose of conducting a further examination of same, including such test drilling as to Second Party may seem desirable. The said examination and drilling by Second Party shall be completed on or before May 1, 1963.

3. Second Party shall have the right to cancel this Agreement at any time prior to May 15, 1963. Cancellation may be effected by the recordation of an Assignment to First Parties of the interest of First Parties conveyed to Second Party hereunder. Cancellation of this Agreement by Second Party prior to May 15, 1963, shall excuse Second Party from any performance hereunder.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures the day and year in this certificate first above written, and in the case of Corporate Parties, have caused their signatures to be affixed by their officers duly authorized.

Gitl Bialer ) By  
GITL BIALER )  
Alex Intrator ) Julius Maier  
ALEX INTRATOR )  
Mira Intrator ) Attorney in Fact  
MIRA INTRATOR )  
Kurt L. Maier )  
KURT L. MAIER )  
Lilo Ackerman )  
LILO ACKERMAN )  
William Levine ) BY  
WILLIAM LEVINE ) Armand V. Carnevale  
Mildred Levine ) Atty. in fact  
MILDRED LEVINE )  
Peter Alsberg ) BY  
PETER ALSBERG ) Julius Maier  
Hilde Alsberg ) Attorney in fact  
HILDE ALSBERG )

(CORPORATE SEAL)

Dr. Vernon A. Weinstein ) BY  
DR. VERNON A. WEINSTEIN ) Julius Maier  
Marjorie Weinstein ) Attorney in fact  
MARJORIE WEINSTEIN )

Page 1 of Signatures to ASSIGNMENT, dated March \_\_\_\_\_, 1963

Curtis M. Oberlander )  
CURTIS M. OBERLANDER ) BY  
Fritzi Oberlander ) Armand V. Carnevale  
FRITZI OBERLANDER ) Atty. in fact  
Assigned to Armand V. Carnevale on 4/22/63  
guaranteed by the County Trust Co. White Plains  
JOSEPH J. DELLARIPA ) N.Y.  
Joseph J. Dellaripa ) By Armand V. Carnevale  
Lucille Dellaripa )  
LUCILLE DELLARIPA )

COOPER & BRASE CO.

By Armand V. Carnevale Atty. in fact

(CORPORATE SEAL)

FIRST PARTIES

Norman A. Samuels ) By  
NORMAN A. SAMUELS ) Julius Maier  
Marjorie Samuels ) Attorney in Fact  
MARJORIE SAMUELS )  
Armand V. Carnevale )  
ARMAND V. CARNEVALE )  
Esther Shepard Carnevale )  
ESTHER SHEPARD CARNEVALE )  
ARNBLEICH CO.  
By F. Brunner

Julius Maier  
JULIUS MAIER

Margot Maier  
MARGOT MAIER

JULIUS MAIER & CO. Partnership

By Julius Maier  
President

ATTEST:  
Secretary

Jerome Winston )  
JEROME WINSTON ) BY  
Jules L. Kamsley ) Armand V. Carnevale  
JULES L. KAMSLEY ) Atty. in fact

Susan Komarow )  
SUSAN KOMAROW ) BY  
Morris Rotkel ) Armand V. Carnevale  
MORRIS ROTKEL ) Atty. in fact

Michael Landy )  
MICHAEL LANDY )

HENRIK KAUFFMANN

M.M. & S. EXPLORATION COMPANY

By Sterling G. McKnight  
President

ATTEST:  
Velma McKnight  
Secretary

SECOND PARTY

Hal T. Hall  
HAL T. HALL  
By Ralph M. Tucker, Atty. in fact

STATE OF New Jersey )  
COUNTY OF Hudson )

SS.

Changes noted by my initials MC

Michael A. Cocca

April

On this 17th day of March, 1963, before me, the undersigned, a Notary Public in ad for the County of Hudson, State of New Jersey, personally appeared JULIUS MAIER known to me to be the A PARTNER of the partnership that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation-as above designated; that-he-is-acq- uainted-with-the-seal-of-said-corporation-and-that-the-seal-affixed-to-said-instrument-is-the corporate-seal-of-the-said-corporation; that the signatures to said instrument were made by partners 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 seal

Michael A. Cocca

MICHAEL A. COCCA

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires May 28, 1964

Page 2 of Signatures to ASSIGNMENT, dated March, 1963.

affixed my official seal at my office the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public in and for the  
County of  
State of

My Commission Expires:

STATE OF New York )  
COUNTY OF New York )

SS.

April Az

On this 17 day of March, 1963, before me, the undersigned, a Notary Public in and for the County of New York, State of New York, personally appeared FREDERICK H. BRUNNER, known to me to be the a partner of the partnership that executed the foregoing instrument, and upon oath did depose that he is the officer of said partnership 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 partner officers of said partnership as indicated under said signatures; and that the said partnership executed the said instrument freely and voluntarily and for the uses and purposes there- in mentioned.

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

Alvin Marvin Zubasky

Notary Public in and for the  
County of New York  
State of New York

My Commission Expires:

(NOTARIAL SEAL)

ALVIN M. ZUBASKY  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 24-9811670  
Qualified in Kings County  
Certified in N. Y. County  
Commission Expires March 30, 1964.

STATE OF )  
COUNTY OF )

SS.

On this \_\_\_ day of March, 1963, before me, the undersigned, a Notary Public in and for the County of \_\_\_ State of \_\_\_, personally appeared \_\_\_ known to me to be the \_\_\_ 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 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 at my office the day and year in this certificate first above written.

Notary Public in and for the  
County of  
State of

My Commission Expires:

STATE OF )  
COUNTY OF )

On this \_\_\_ day of March, 1963, before me, the undersigned, a Notary Public in and for

the County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared JULIUS MAIER, known to me to be a 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 at my office the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the  
County of \_\_\_\_\_  
State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                          ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 1963, before me, the undersigned, a Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared HENRIK KAUFFMANN, known to me to be a persons 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 at my office the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the  
County of \_\_\_\_\_  
State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

RECORDED AT THE REQUEST OF Ralph M. Tucker May 31 A.D. 1963 At 01 minutes past 8 A.M.

Willis A. DePaoli - Recorder  
By Helen E. Halstead - Deputy