

55954

DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of December, 1971, by and between DIAMOND SILVER INC. of Las Vegas, Nevada, hereinafter designated as First Party, and EINAR C. ERICKSON of Las Vegas, Nevada, hereinafter designated as Second Party.

W I T N E S S E T H :

THAT WHEREAS, a Limited Partnership has heretofore existed and now exists between the above-mentioned parties engaged in the business of mining exploration in the State of Nevada, under the firm name and style of DIAMOND SILVER EXPLORATION FUND,

WHEREAS, a further continuance of said partnership is no longer desired, and the parties by mutual consent have agreed to a dissolution thereof,

NOW, THEREFORE, in consideration of the premises and the performance of the agreements hereinafter contained, it is agreed between the parties hereto as follows, to-wit:

1. Second Party agrees to assign, and does hereby assign and set over to First Party all of his right, title and interest of every kind and nature in and to all of the assets of said partnership.

2. First Party does hereby agree to pay to Second Party the sum of TWO THOUSAND (\$2,000.00) DOLLARS, which shall constitute the return of his contribution to the partnership. First Party further agrees that in the event the death of the Second Party occurs prior to the time the entire TWO THOUSAND (\$2,000.00) DOLLARS has been paid to Second Party, First Party will pay to the heirs of Second Party said remaining sum.

3. That from and after the date hereof, the sole and exclusive control, management and direction of said business shall be vested in First Party, and all profits accruing or losses suffered from and after the close of business on the 31st day of December, 1971, shall be the sole responsibility of First Party

1 and First Party does hereby agree to indemnify Second Party against
2 all losses, if any, so accruing.

3 4. That this contract shall be binding upon and inure
4 to the benefit of the heirs, representatives and assigns of the
5 parties hereto.

6 5. That due notice shall be given, as required by law,
7 of the dissolution of said partnership.

8 6. That First Party be, and he is hereby authorized
9 to collect, receive and receipt for all money, goods and property
10 due or accruing to said Limited Partnership, and to discharge all
11 obligations and liabilities of said Limited Partnership not here-
12 tofore mentioned herein.

13 7. That the First Party is not obligated to pay any
14 personal obligation of the Second Party.

15 8. That all properties, contracts, leases, options and
16 claims assigned to or owned by the Partnership shall be the
17 property of the First Party, DIAMOND SILVER INC.

18 DATED at Las Vegas, Nevada, the day and year first
19 above written.

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SEAL
Affixed

William E. Gergen
DIAMOND SILVER INC.
General Partner by William E. Gergen,
Secretary
FIRST PARTY

Einar C. Erickson
EINAR C. ERICKSON
Limited Partner
SECOND PARTY

RECORDED AT THE REQUEST OF S. Mahlon Edwards
on May 2 19 72 of 50 min. 10 A. M. b
Book 42 of OFFICIAL RECORDS, page 254-255 RECORDS OF
CLARK COUNTY, NEVADA 4/11/72 Recorder
File No. 55954 Fee \$ 4.00