

55954

DISSOLUTION AGREEMENT

1  
2 THIS AGREEMENT, made and entered into this 22 day of  
3 December, 1971, by and between DIAMOND SILVER INC. of Las Vegas,  
4 Nevada, hereinafter designated as First Party, and EINAR C. ERICKSON  
5 of Las Vegas, Nevada, hereinafter designated as Second Party.

6 W I T N E S S E T H :

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

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

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

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

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

28 3. That from and after the date hereof, the sole and  
29 exclusive control, management and direction of said business shall  
30 be vested in First Party, and all profits accruing or losses  
31 suffered from and after the close of business on the 31st day of  
32 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.



20  
21 *William E. Gergen*  
22 DIAMOND SILVER INC.  
23 General Partner by William E. Gergen,  
24 Secretary  
25 FIRST PARTY

26 *Einar C. Erickson*  
27 EINAR C. ERICKSON  
28 Limited Partner  
29 SECOND PARTY

30 RECORDED AT THE REQUEST OF S. Mahlon Edwards  
31 on May 2 19 72 of 50 pages and 10 A. M. b  
32 Book 42 of OFFICIAL RECORDS, page 254-255 RECORDS OF  
33 EUREKA COUNTY, NEVADA 55954 Records  
34 File No. 55954 Fee \$ 4.00