

JOEL A. CIBENER  
5979 West Third Street, Suite 200  
Los Angeles, California 90036

59140

AGREEMENT

THIS AGREEMENT is made this 25<sup>th</sup> day of July, 1974, by and between EDGAR L. STEPHENSON and HELEN C. STEPHENSON, husband and wife ("Stephenson" herein), IDAHO MINING CORPORATION, a corporation ("Idaho" herein), H. EVAN ROBERTS and MILDRED E. ROBERTS, husband and wife ("Roberts" herein), and MARTEL MINING COMPANY, a limited partnership ("Martel" herein), with respect to the following facts:

A. Stephenson, Edmond F. Lawrence and Helen J. Lawrence, husband and wife ("Lawrence" herein) and Roberts, as Lessors, did enter into a certain Mining Lease dated May 28, 1963, in which ROBERTS-REDMOND CORP., a Nevada corporation, was named Lessee, which Lease was amended by that certain Amendment to Mining Lease dated October 12, 1965.

B. Martel, by various assignments, now owns all the right, title and interest of the Lessee under said Mining Lease.

C. By the Indenture dated February 27, 1967, Lawrence transferred their interest in the claims, set forth on Exhibit "A" attached hereto and made a part hereof by reference, to Idaho.

D. The parties hereto wish to terminate said Mining Lease and to abandon and relinquish said mining claims set forth on Exhibit "A" hereto and all their right, title and interest therein.

ACCORDINGLY, the parties hereto agree as follows:

1. That certain Mining Lease dated May 28, 1963, by and between Stephenson, Lawrence and Roberts, as Lessor, and Roberts-Redmond Corp., a Nevada corporation, as Lessee, as amended by that certain Amendment to Mining Lease dated October 12, 1965, is hereby terminated and cancelled, and the parties hereto shall have no further obligations there-

under. The parties, further, do hereby cancel and terminate any other agreements, understandings, or obligations existing between them with respect to the mining claims covered by said Mining Lease, or any lands in the vicinity thereof which may be included in any areas of interest, and none of the parties hereto shall have any further duties or restrictions with respect thereto.

2. The parties hereto hereby ratify and approve all acts performed on the part of the Lessee at any time under said Mining Lease, regardless of who the Lessee was. It is understood and agreed that certain of the claims covered by said Mining Lease (which were located within a three 3 mile radius from the location monument of the Falcon No. 22 claim described on Exhibit "A") were relinquished and abandoned by the various Lessees under said Lease, and the parties hereto hereby approve and ratify the relinquishment and abandonment of said claims.

3. Each of the parties hereto hereby acknowledges full and complete satisfaction of, and hereby releases and discharges each other, and each of the general and limited partners, officers, directors and employees, agents and servants thereof and their successors and assigns, and anyone who at any time owned all or any portion of the Lessee's interest under the aforesaid Mining Lease, from any and all claims and demands and causes of action of whatever kind or nature, either known or unknown, which any of them may now own or hold or at any time heretofore owned or held against any of the others or the general or limited partners, officers, directors, agents, servants or employees thereof, or their successors or assigns, or anyone who at any time owned all or any portion of the Lessee's interest under the aforesaid Mining Lease, arising out of or in connection with the aforesaid Mining Lease, or amendment thereof, or any of the

Mining Claims at any time subject to said Mining Lease and/or relinquished and abandoned or described on Exhibit "A".

It is the intention of each party in executing this instrument that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified and in furtherance of this intention, each party hereby waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California (to the extent, if any, that such section might be applicable), which provides as follows:

"Section 1542 (Certain claims not affected by general release)

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. The parties hereto hereby abandon and relinquish the claims described on Exhibit "A" attached hereto and made a part hereof by reference, and all of their right, title and interest therein.

5. The parties hereto shall execute such other documents and do such other things as may be necessary to effectuate the abandonment and relinquishment of said claims and the ownership thereof as set forth in the paragraph immediately above.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs and assigns.

7. This Agreement may be executed in any number of counterparts, no one of which need be executed by all of the parties signatory hereto, but shall be binding upon all parties signing such a counterpart to the same extent as if each of the parties had executed the same original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Edgar L. Stephenson  
Edgar L. Stephenson

Helen C. Stephenson  
Helen C. Stephenson

IDAHO MINING CORPORATION,  
a corporation

By W. L. Wilson  
President

By Jean Wilson  
Secretary

H. Evan Roberts  
H. Evan Roberts

Mildred E. Roberts  
Mildred E. Roberts

MARTEL MINING COMPANY,  
a limited partnership

By: ROBERTS-REDMOND CORP.,  
General Partner

By H. Evan Roberts  
H. Evan Roberts, President

By Raymond C. Miller  
Raymond C. Miller, Secretary

By Robert L. Redmond  
Robert L. Redmond, General Partner

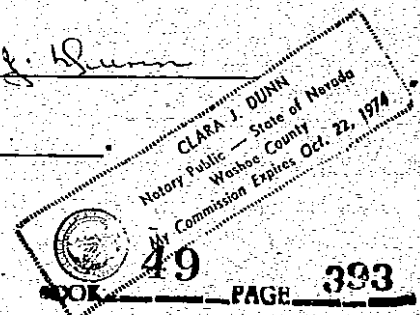
STATE OF Nevada )  
COUNTY OF Washoe ) ss.

On July 29th, 1974, before me, a Notary Public in and for said State, personally appeared EDGAR L. STEPHENSON and HELEN C. STEPHENSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.

Clara J. Dunn  
Notary Public

My commission expires: 10-22-74



STATE OF COLORADO

COUNTY OF MESA

) ss.

On August 15, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared W. L. WILSON, known to me to be the President, and JOAN B. WILSON, known to me to be the Secretary of IDAHO MINING CORPORATION, known to me to be the persons who executed the within instrument on behalf of Idaho Mining Corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its board of directors.

Witness my hand and official seal.

Jean S. Watson  
Notary Public

My commission expires: 4-12-77.

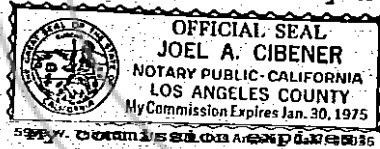
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

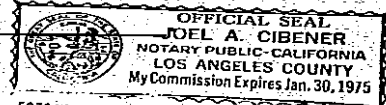
) ss.

On August 2, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared H. EVAN ROBERTS, known to me to be the President, and RAYMOND G. MILLER, known to me to be the Secretary of ROBERTS-REDMOND CORP., the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the General Partners of MARTEL MINING COMPANY, the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner, and that such partnership executed the same.

Witness my hand and official seal.



Joel A. Cibener  
Notary Public



5979 W. Third St., Ste. 200, Los Angeles, Calif. 90036

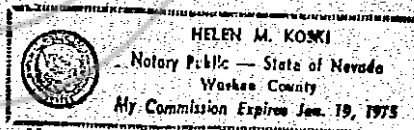
STATE OF NEVADA

COUNTY OF WASHOE

) ss.

On July 25, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT L. REDMOND, known to me to be one of the General Partners of MARTEL MINING COMPANY, the limited partnership that executed the within instrument, and acknowledged that such partnership executed the same.

Witness my hand and official seal.



Helen M. Koski  
Notary Public

My commission expires: \_\_\_\_\_.

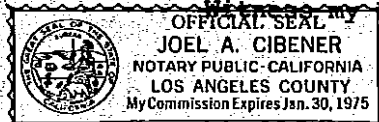
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

) ss.

On August 2, 1974, before me, a Notary Public in and for said State, personally appeared H. EVAN ROBERTS and MILDRED E. ROBERTS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.



5979 W. Third St., Ste. 200, Los Angeles, Calif. 90036

My commission expires: \_\_\_\_\_

Joel A. Cibener  
Notary Public

DESCRIPTION

The following mining claims, the Book and Page where the location notices of each respectively is of record in the Office of the County Recorder of Eureka County, Nevada, being shown next the name of each mining claim:

<u>CLAIM NAME &amp; NUMBER</u>	<u>BOOK</u>	<u>PAGE</u>
FALCON 10	M	231
20	M	276
21	M	277
22	M	286
25	M	287
26	M	280
33	M	282
35	M	288
36	M	284
39	M	290
PAT 50	P	201
74	6	151
75	6	152
76	6	153
77	6	154
78	2	318
79	6	155
TW 1	22	490
BOB 1	20	461
2	22	491-492
3	22	493-494
4	22	495-496

Any other claims located within a three (3) mile radius from the location monument of the Falcon No. 22 Claim described above.

RECORDED AT THE REQUEST OF Joel A. Cibener  
on Aug. 30 1974 at 00 min. past 11 A. M. in  
Book 49 of OFFICIAL RECORDS, pages 390-396 RECORDS OF  
EUREKA COUNTY, NEVADA. Julius G. DeTucker Recorder  
File No. 59140 Fee \$ 9.00  
FILE NO. 59140

EXHIBIT "A"

49  
BOOK PAGE 396