

ASSIGNMENT  
OF  
MINING LEASE AND PURCHASE AGREEMENT

THIS ASSIGNMENT is made and entered into this 15<sup>th</sup> day of May, 1984, by and between WILLIAM E. GERGEN and EFFIE M. GERGEN, husband and wife, Assignors, and RALPH ROONEY, Assignee.

RECITALS

1. WILLIAM E. GERGEN is the Lessee named in that certain Mining Lease and Purchase Agreement dated January 15, 1982, by and between Margaret C. Bay, Freda Louise Kay and Venla Jeffers (Lessors) and William E. Gergen (Lessee) involving Edith Ohlin Nos. 1, 2, 3 and 4; Sharer, Sharer #1; Black Point Silver, and the Black Point Silver #1 unpatented lode mining claims situate in the Diamond Mining District, Eureka County, Nevada. (Said Lease) A copy of said Lease is marked Exhibit "A", attached hereto and by this reference made a part hereof.

2. Assignors are willing to assign said Lease to Ralph Rooney and Ralph Rooney is willing to accept said assignment on the following terms and conditions:

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) lawful money of the United State of America, paid by Assignee to Assignors, receipt whereof hereby is acknowledged, Assignee's obligations to perform the terms and conditions of said Lease, the royalties reserved by Assignors and other good and valuable consideration, Assignors do hereby sell, transfer, convey and assign unto Assignee and his heirs, personal representatives and assigns, said Lease and all of their right, title and interest in and to said Lease and the mining claims described therein, together therewith all the mining rights and privileges appurtenant thereto.

The Assignee, by the acceptance of this assignment, covenants to and with the Assignors that he will perform all the covenants and conditions which are to be performed by the Assignor as Lessee under said Lease, and will indemnify and save harmless the Assignor from any and all liability arising out of nonperformance thereof. This Assignment may be reassigned by Assignee upon written notice to Assignor.

If Assignee shall fail to perform its obligations under this agreement and in particular shall fail to pay any royalties payable hereunder, Assignor may declare Assignee in default and shall in such event give Assignee thirty (30) days written notice of such default and if Assignee within the period of thirty (30) days from and after the receipt of written notice of default fails to remedy such default or if the default is one other than failure to pay royalties, fails to be diligently engaged in curing such default, at the Assignor's option, all future rights and privileges granted to Assignee hereunder may be terminated and Assignee will peaceably surrender possession of the assigned premises to Assignor and will execute any quitclaim deed that Assignor may require to clear the property or properties from the encumbrances of this Assignment Agreement. In the event of default and failure to cure as aforesaid and the return of the assigned premises to Assignor, any sums paid to Assignor by Assignee shall be retained by Assignor as liquidated damages, it being understood and agreed between the parties that it would be impossible or grossly impractical to determine actual damages as incurred by reason of any aforesaid default.

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

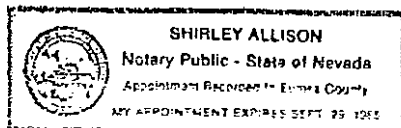
*This Assignment is subject to that certain Agreement for Lease and Option to Purchase Mining Claim and Assignment of Mining Claim dated May 15, 1984, by and between the parties hereto*

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STATE OF NEVADA     )  
                              SS.:  
COUNTY OF ELREKA    )

On this 15th day of May, 1984, before me, the undersigned, a Notary Public, personally appeared RALPH ROONEY, known to me to be the person described in the foregoing Assignment and who 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 hereinabove written.



*Shirley Allison*  
NOTARY PUBLIC

RECORDED AT REQUEST OF  
E. A. Hollingsworth  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 93348  
FEE \$ 8.00

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