

A S S I G N M E N T

THIS ASSIGNMENT is executed on this 20TH day of MARCH, 1984, by and between PACIFIC SILVER CORPORATION, Assignor, and ZIONS FIRST NATIONAL BANK, a national banking association, Assignee.

WITNESSETH:

WHEREAS, Assignor desires to obtain a loan from Assignee, security for which Assignor desires to assign all its right, title and interest in a certain Agreement (hereinafter "Agreement"), a copy of which is attached hereto and made a part hereof, dated October 1, 1980, by and between James D. and Ruth T. Williams, dba LION HILL MINES, and PACIFIC SILVER CORPORATION, together with an Amendment to said Agreement (hereinafter "Amendment"), dated July 29, 1982, by and between the same James D. and Ruth T. Williams, dba LION HILL MINES and PACIFIC SILVER CORPORATION, which Agreement and Amendment provide for the sale and purchase of certain mining claims situated in the Buckskin Mining District of Douglas County, Nevada, as shown on Mineral Survey No. 3810, and as more particularly described on Exhibit "A" of the said Agreement; and,

WHEREAS, ZIONS FIRST NATIONAL BANK, Assignee herein, desires to accept the assignment of said Agreement as partial security for the loan referred to herein;

NOW, THEREFORE, for good and valuable considerations, PACIFIC SILVER CORPORATION hereby assigns and transfers to ZIONS FIRST NATIONAL BANK all its right, title and interest in the certain agreement and amendment described herein and referred to as Agreement and Amendment.

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PACIFIC SILVER CORPORATION

By *K. L. Stoker*  
Its: President, K. L. Stoker

ZIONS FIRST NATIONAL BANK

By *R. A. Weddington*  
Its: Vice President  
R. A. Weddington

By \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH )  
                  ) :ss.  
COUNTY OF SALT LAKE)

On the 20<sup>th</sup> day of March, 1984, personally appeared before me  
K. L. STOKER, who acknowledged to me that he is the  
PRESIDENT of Pacific Silver Corporation, and that  
he executed the foregoing Assignment on behalf of, and with authority of,  
the said Pacific Silver Corporation.

**SEAL**

*RL Bendig*  
NOTARY PUBLIC

EXHIBIT "B"

AGREEMENT

THIS AGREEMENT, made this <sup>15<sup>th</sup></sup> 10<sup>th</sup> day of October, 1980 by and between James D. and Ruth T. Williams dba Lion Hill Mines, hereinafter referred to as "Seller", and PACIFIC SILVER CORPORATION, a Hawaiian corporation, hereinafter referred to as "Buyer,"

*R.T.W.  
R.C.A.*

WITNESSETH:

The Seller in consideration of the mutual covenants, terms and conditions contained herein, hereby covenants and agrees to sell, release and forever quit-claim to the Buyer, all those certain patented lode mining claims situated in the Buckskin Mining District, Douglas County, Nevada, to-wit:

Red Top  
Red Top #1  
Red Top #2  
Red Top #3  
Red Top Fraction  
Eava  
Buckskin

As shown on mineral survey No. 3810 and as more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

Seller represents and warrants that the foregoing claims are all the mining claims, patented or unpatented, owned or in which the Seller has an interest in said mining district. The Seller further warrants and represents that it owns a 100% interest in

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said mining claims and that there are no outstanding royalties or other payments chargeable against the properties. Seller agrees to defend title against all persons claiming by or through Seller.

Included with the property are all fixed assets and mining equipment belonging to the property or located thereon included but not limited to the sixty-five foot head frame, dumping scrolls, and ore skip. The Buyer agrees to assume the storage obligation on the dumping scrolls, presently stored with John Etchert, Box 864, Winnemucca, Nevada 89445.

For and in consideration of the payment of One Hundred and Thirty Thousand Dollars (\$130,000.00), receipt of which is hereby acknowledged, the Sellers grant to the Buyers a one-year option to elect to purchase the property on the terms hereinafter specified. In the event the Buyer exercises its option to purchase, the purchase price for the property is Two Million, Five Hundred Thousand Dollars (\$2,500,000.00) to be paid as follows:

Year 1	\$ 50,000	To be paid Oct. 10, <del>1980</del>
Year 2	150,000	To be paid Oct. 10, 1982
Year 3	300,000	To be paid Oct. 10, 1983
Year 4	300,000	To be paid Oct. 10, 1984
Year 5	300,000	To be paid Oct. 10, 1985
Year 6	300,000	To be paid Oct. 10, 1986
Year 7	300,000	To be paid Oct. 10, 1987
Year 8	300,000	To be paid Oct. 10, 1988
Year 9	300,000	To be paid Oct. 10, 1989
Year 10	200,000	To be paid Oct. 10, 1990

1981  
*[Handwritten initials]*  
*[Handwritten signature]*

Seller agrees to execute and deposit in escrow in Zions First National Bank, Main and South Temple Street, Salt Lake City, Utah, a mining deed conveying all its right, title and interest in and to said mining claims to the Buyer or to its

successors or assigns, and said escrow holder shall be duly instructed and authorized to deliver said deed to Buyer or its successors or assigns, when the full purchase price has been paid to the Seller or his successors or assigns. Escrow instructions will specify the method of disbursing the funds as directed by the Sellers. The cost and expenses of the escrow agent shall be paid by the Buyer.

Providing the Buyer is current on all payments required herein, the Buyer may at its election at the end of any payment year, terminate the contract and the Buyer will be released from making any further payments by returning the property to the Seller and authorizing the escrow agent to return the documents to the Seller. Buyer, upon request, will execute a quit-claim or a release of any interest in the properties. Upon such termination the Buyer shall waive any claim to amounts paid. Buyer may, in the event that this Agreement becomes terminated, remove all equipment and machinery placed upon the premises by Buyer, or its successors or assigns, such removal to be accomplished within one year after termination of this Agreement. It is understood and agreed that the Seller will not remove installed timber, track, and piping systems or other fixed underground installations.

Once yearly payments have commenced, if the Buyer retains the property during any part of any payment year, it agrees to make the payment for that year period even though it returns the property to the Seller.

It is agreed that the Buyer shall have a ten day grace period after written notice with reference to the performance of any of the terms contained herein. If Buyer fails to make any unpaid payments within ten days after receipt of said notice or to correct any other deficiencies within a reasonable period of time, Seller shall then have the right to repossess the property and to have the escrow terminated and all documents and papers returned to the Sellers.

It is the intent of Pacific Silver to proceed in a workman-like manner to explore, develop and place the property into production. Pacific Silver agrees that during the first two years, it will gain access to the lowest mine level (approximately the 250 level) and to drive westerly on the structure to the west edge of the central ore block. Pacific Silver will keep complete books and records, which will be subject to inspection by Lion Hill or its agent. Pacific Silver agrees in case of termination to make available all geological, engineering, metallurgical, and production data upon request by Lion Hill.

Pacific Silver will have the right of immediate entry and possession of said property. Lion Hill reserves the right of inspection at all reasonable times.

Pacific Silver agrees to keep and maintain the property in good repair, and to pay any taxes due or file in lieu documenta-tion with the County Assessor. The Buyer further agrees to comply with all federal, state, county and other governmental rules and regulations. Pacific Silver will pay or cause to be

paid all bills and obligations incurred by it on the property, and will hold Lion Hill harmless with reference to such obligations.

The Buyer may sub-lease the property, subject to the terms of this contract and without releasing the Buyer from its responsibilities under the terms of said contract.

It is further agreed that Pacific Silver has the right to treat and process ores from other properties at treatment facilities located on the Lion Hill property. Should Pacific Silver elect not to complete the purchase of the Lion Hill property, but wishes to process such ores from other properties at the treatment facility located on the Lion Hill property, Lion Hill agrees to grant Pacific Silver a one year period during which the parties will endeavor to negotiate a mutually acceptable and agreeable ground rental fee or purchase price for the land. Providing, further, however, after payments for six years, has been made and the Buyer is not in default, it is then understood and agreed that if the parties cannot arrive at a reasonable ground rental fee for the space occupied by the mill, said reasonable fee shall be determined by two competent appraisers, one each appointed by the parties hereto. In the event the two appraisers so appointed cannot arrive at the reasonable rental fee, said two appraisers shall appoint a third appraiser. The rental fee determined by two out of the three appraisers shall be binding upon the parties.



All notices required hereby shall until further designated by the respective parties be sent to the parties at the following addresses:

James D. and Ruth T. Williams, 130 South Fifth<sup>East,</sup> Apt. #310,  
Salt Lake City, Utah 84102

Pacific Silver Corporation, 322 First Security Bank Bldg.  
Salt Lake City, Utah 84111

Dated this \_\_\_\_ day of October, 1980.

James D. Williams  
JAMES D. WILLIAMS dba Lion  
Hill Mines

Ruth T. Williams  
RUTH T. WILLIAMS dba Lion  
Hill Mines

PACIFIC SILVER CORPORATION

By K. L. Stoker  
President

Attest:

Attest  
Secretary

STATE OF UTAH )  
  : ss.  
COUNTY OF SALT LAKE )

On this 1<sup>st</sup> day of October, 1980, personally appeared  
before me James D. Williams, the signer of the instrument who,



after being duly sworn, acknowledged to me that he signed the same of his own free will for Lion Hill Mines.

Newell K Garff  
NOTARY PUBLIC  
Residing: Salt Lake City, Utah

My Commission Expires:

May 25, 1982

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 1<sup>st</sup> day of October, 1980, personally appeared before me Ruth T. Williams, the signer of the above instrument who, after being duly sworn, acknowledged to me that she signed the same of her own free will for Lion Hill Mines.

Newell K Garff  
NOTARY PUBLIC  
Residing: Salt Lake City, Utah

My Commission Expires:

May 25, 1982

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 1<sup>st</sup> day of October, 1980, personally appeared before me K. L. Stoker and Setsuko Schock known to be to be the president and secretary respectively of Pacific Silver Corporation and after being duly sworn acknowledged that they

signed the same pursuant to authority of a resolution of the board of directors of Pacific Silver Corporation.

*Diane H. Nash*  
NOTARY PUBLIC

Residing: Salt Lake City, Utah

My Commission Expires:

EXPIRATION DATE: 7-28-82

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COPY

EXHIBIT "A"

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA AND DESCRIBED AS FOLLOWS

All those certain patented mining claims, embracing a portion of Section thirteen in Township thirteen North of Range twenty-three East and Section Eighteen in Township thirteen North of Range twenty four East of the Mount Diablo Meridian, in the Pine Nut Mining District, Douglas County, Nevada and bounded described and platted as follows:

BUCKSKIN LODE CLAIM

BEGINNING for the description of the buckskin lode claim at corner no. 1, a fir post four feet long, four inches square, marked B. 1-3810, with mound of earth and stone, from which the corner to sections twelve and thirteen in Township thirteen North of Range twenty-three East and Sections seven and eighteen in Township North of Range twenty-four East of the Mount Diablo Meridian, bears North twenty-three degrees fifty six minutes West one thousand two hundred seventy-three feet distant; THENCE first course, North eight-one degrees fifty-six minutes West two hundred twenty-eight and fourteen-hundredths feet intersect line 3-4 of Survey No. 3660, the Iron Age Lode Claim; seven hundred twenty-five and two-hundredths feet intersect line 5-6 of said survey No. 3660 at North twenty-two degrees thirty-six minutes East three hundred seventy-nine and two hundredths feet from corner No. 5; One thousand four hundred twenty-seven and three-tenths feet to corner No. 2; a fir post four feet long, four inches square, marked B, 2-3810, and R. T. No. 31-3810, with mound of Earth and Stone, from which discovery bears South thirty-five degrees Sixteen minutes East four hundred and fourty-four hundredths feet distant; THENCE Second course, South eight degrees four minutes west five hundred twelve feet to corner No. 3, a fir post four feet long, four inches square, marked B. 3-4, R. T. No. 1-2, and R. T. 1-3810 with mound of Earth and Stone; THENCE, third course, South eighty-one degrees fifty-six minutes East nine hundred eighty-four and Eight-three hundredths feet intersect line 4-5 of said Survey No. 3660 at South sixty degrees fifty-five minutes East four hundred four and fifty-five hundredths feet from corner No. 5; One thousand one hundred seventy-one and eighty-seven hundredths feet intersect line 3-4 of said Survey No. 3660; one thousand four hundred twenty-seven and three-tenths feet to corner No. 4, a fir post four feet long, 4 inches square, marked B 4-3810 and R. T. No. 1-3810, with mound of Earth and Stone; THENCE fourth course North eight degrees four minutes East five hundred twelve feet to corner No. 1, the place of Beginning; the Survey of the Lode Claim as above described extending one thousand four hundred twenty-seven and three tenths feet in length along said Buckskin vein or lode;

RED TOP NO. 1 LODE CLAIM

BEGINNING for the description of the RED TOP NO. 1 LODE CLAIM at corner No. 1, identical with corner No. 4 of said Buckskin Lode Claim, from which said section corner bears North fourteen degrees fifty-four minutes West one thousand seven hundred twenty-eight and fifty six hundredths feet distant;

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(Red Top No. 1 Lode Claim continued)

THENCE, first course, North Eight one degrees Fifty-six minutes West two hundred fifty-five and forty-three-hundredths feet, intersects line 3-4 of said Survey No. 3660 at North eleven degrees Seven minutes East seventy and fifty two hundredths feet from corner No. 4; four hundred forty-two and forty-seven-hundredths feet intersect line 4-5 of said survey No. 3660 at North sixty degrees fifty-five minutes West one hundred ninety-six and thirty-five hundredths feet from corner No. 4; One thousand four hundred twenty-seven and three-tenths feet to corner No. 2, identical with corner No. 3 of said Buckskin Lode Claim, from which discovery bears South twenty-four degrees twenty-five seconds East three hundred fifty-four and four hundredths feet distant; THENCE, second course, South eight degrees four minutes west six hundred feet to corner No. 3, a fir post feet long, four inches square marked R.T. No. 1 3-3810, E-2-3810 and R. T. 4-3810, with mound of Earth and Stone; THENCE, third course, South eighty-one degrees fifty-six minutes East one thousand four hundred twenty-seven and three tenths feet to corner No. 4, a fir post four feet long, four inches square, marked B. T. No. 14-3810 and E. 1-3810, with mound of Earth and Stone; THENCE, fourth course, north eight degrees four minutes East six hundred feet to corner No. 1, the place of beginning; the survey of the Lode Claim as above described extending one thousand four hundred twenty-seven and three-tenths feet in length along said RED TOP NO. 1 Vein or Lode;

EAVA LODE CLAIM

BEGINNING for the description of the EAVA LODE Claim at corner No. 1, identical with corner No. 4 of said Red Top No. 1 lode claim from which said Section corner bears North nine degrees two minutes thirty seconds West two thousand two hundred ninety-two and ninety-three hundredths feet distant; THENCE first course, North eighty-one degrees fifty-six minutes West one thousand four hundred twenty-seven and three tenths feet to corner No. 2, identical with corner No. 3 of said Red Top No. 1, lode claim; THENCE, second course, South eight degrees four minutes West five hundred ninety-six feet to corner No. 3, a fir post four inches square, two and one-half feet above ground, marked E. 3-3810 and G. H. F. 3-3582, with mound of Earth and Stone, identical with corner No. 3 of the Gold Hill Fraction Lode Claim, Survey No. 3582, from which discovery bears North forty-seven degrees Eighteen Minutes East three hundred Eighty-seven and thirty-one hundredths feet distant; THENCE, third course, South eight-one degrees fifty-six minutes East one thousand four hundred twenty-seven and three tenths feet to corner No. 4, a fir post four inches Square, two and one-half feet above ground marked E-4-3810 and G. H. F. 4-3582, with mound of Earth and Stone, identical with corner No. 4 of said Gold Hill Fraction Lode claim; THENCE, fourth course, North eight degrees four minutes East five hundred ninety-six feet to corner No. 1, the place of beginning; the Survey of the lode claim as above described extending one thousand four hundred twenty-seven and three-tenths feet in length along said Eava vein or Lode;

RED TOP NO. 3 LODE CLAIM

BEGINNING for the description of the RED TOP NO. 3 Lode claim at corner No. 1, identical with corner No. 2 of said Buckskin Lode Claim from which said Section corner bears North forty-two degrees fifty-seven minutes East one thousand three hundred sixteen feet distance; and discovery bears South seventy-eight degrees thirty-eight minutes West nine hundred six and Sixty-five hundredths feet distant;

THENCE, first course, North eighty-two degrees three minutes west one thousand four hundred eighty-three and seventy-four hundredths feet to corner No. 2, a fir post four feet long, four inches square, marked R. T. 3 2-3810, with mound of Earth and Stone; THENCE, second course, South eight degrees four minutes West five hundred twelve feet to corner No. 3, a fir post four feet long, four inches square, marked R. T. No. 3 3-3810 and R. T. 2-3810, with mound of Earth and Stone, THENCE, third course, South Eighty-two degrees three minutes, East one thousand four hundred Eighty-three and Seventy-four hundredths feet to corner No. 4, identical with corner No. 2 of said Red Top No. 1 Lode Claim, THENCE, fourth course, North eight degrees four minutes East five hundred twelve feet to corner no. 1, the place of Beginning; The Survey of the lode claim as above described extending one thousand four hundred eighty-three and seventy four hundredths feet in length along said Red Top No. 3 vein lode;

RED TOP LODE CLAIM

BEGINNING for the description of the RED TOP LODE CLAIM at corner No. 1, identical with corner No. 3 of said Buckskin Lode Claim, from which said section corner bears North thirty-three degrees twenty-three minutes East one thousand seven hundred Sixty and Sixty-nine hundredths feet distant; and discovery shaft bears South seventy-five degrees fity-four minutes West seven hundred ninety-nine and Eight hundredths feet distant;

THENCE, first course, North eight-two degrees three minutes West one thousand four hundred eighty-three and Seventy-four hundredths feet to corner No. 2, identical with corner No. 3 of said Red Top No. 3 Lode Claim; THENCE, second course, south eight degrees four minutes West six hundred feet to corner No. 3, a fir post four feet long, four inches square, marked R. T. 3-3810 and R. T. F. 2-3810, with mound of Earth and Stone; THENCE, third course, South eighty-two degrees three minutes East one thousand four hundred eighty-three and seventy-four hundredths feet to corner No. 4, identical with corner No. 2 of said Eava Lode Claim;

THENCE, fourth course, North Eight degrees four minutes east six hundred feet to corner No. 1, the place of beginning, the Survey of the Lode Claim as above described extending one thousand four hundred eighty-three and seventy-four-hundredths feet in length along said Red Top Vain or Lode;



RED TOP FRACTION LODE CLAIM

BEGINNING for the description of the RED TOP FRACTION Lode Claim at corner No. 1, identical with corner No. 2 of said Eava Lode Claim, from which said Section corner bears North twenty-seven degrees one minute East two thousand three hundred seventeen and fourteen-hundredths feet distance; and discovery bears North Eighty-four degrees twenty-two minutes west seven hundred forty-one and seven tenths feet distant; THENCE first course, North eighty-two degrees three minutes West one thousand four hundred Eighty-three and Seventy-four-hundredths feet to corner No. 2, identical with corner No. 3 of said Red Top Lode Claim; THENCE second course, South eight degrees four minutes West Sixty-three and three tenths feet to corner No. 3, a fir post four feet long, four inches square, marked R. T. F. 3-3810 and R. T. 2-2-3810, with mound of Earth and Stone; THENCE, third course, South eighty-two degrees three minutes East one thousand four hundred Eighty-three and Seventy-four hundredths feet to corner No. 4, a fir post four feet long, four inches square, marked R. T. F. 4-3810 and R. T. 2-1-3810, with mound of Earth and Stone; THENCE fourth course, North eight degrees four minutes East sixty-three and three tenths feet to corner No. 1, the place of beginning; The survey of the Lode Claim as above described Extending one thousand four hundred eighty-three and Seventy-four-hundredths, feet in length along said Red Top Fraction Vein or Lode;

RED TOP NO. 2 LODE CLAIM

BEGINNING for the description of the RED TOP NO. 3, lode Claim at corner No. 1, identical with corner No. 4 of said Red Top Fraction Lode Claim from which said Section corner bears North twenty-six degrees thirty-one minutes east two thousand three hundred seventy-seven feet distant; THENCE, first course, North eighty-two degrees three minutes west one thousand four hundred eighty-three and seventy-four-hundredths feet to corner No. 2, identical with corner No. 3 of said Red Top Fraction Lode Claim; THENCE, second course, South Eight degrees four minutes West five hundred thirty nine and fifty-five hundredths feet intersect line 3-4 of the Gold Hill No. 3 Lode Claim, Survey 3582, at north eighty-one degrees fifty-five minutes West twenty-five and five tenths feet from corner No. 4; five hundred ninety-six feet to corner No. 3, a fir post four feet long, four inches square, marked R. T. No. 2-3-3810, with mound of Earth and Stone; THENCE, third course, south eighty-two degrees three minutes East twenty five and five tenths feet intersect line 4-1 of said Gold Hill No. 3 lode claim at South eight degrees four minutes West fifty six and four tenths feet from corner No. 4; one thousand four hundred Eighty-three and seventy four-hundredths feet to corner No. 4, a fir post four inches square, two and one-half feet above ground, marked R. T. No. 2 4-3810 and G. H. 3-3582, with mound of Earth and Stone, identical with corner No. 3 of the Gold Hill Lode Claim, Survey No. 3582, from which discovery bears North fifty-nine degrees fifteen minutes West seven hundred sixty four and one-tenth feet distant; THENCE, fourth course, North eight degrees and four minutes East five hundred ninety-six feet to corner No. 1, the place of beginning; The survey of the Lode Claim as above described extending one thousand four hundred eighty-three and seventy-four-hundredths feet in length along

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**JAMES D. WILLIAMS**  
CHEMICAL ENGINEER  
MINERALS EXPLORATION & DEVELOPMENT

405 South Main  
~~XXXXXXXXXXXXXX~~  
SALT LAKE CITY, UTAH 84111

TELEPHONE  
(801) 363-6566

P.O. BOX 1446  
SALT LAKE CITY, UTAH 84110

December 3, 1980

MEMO TO  
PACIFIC SILVER CORPORATION

Distribution of any and all funds which may be paid into the Escrow pursuant to the Agreement by and between Pacific Silver Corporation and James D. & Ruth T. Williams, dba. Lion Hill Mines, dated October 1, 1980:

Robert Adolf Schoepe 1800 Via Burton Anaheim, California 92805	23.75%
Sherrill Ann Schoepe 1800 Via Burton Anaheim, California	23.75%
James D. Williams 130 South 5th. East, #310 Salt Lake City, Utah 84102	21.25%
Ruth T. Williams 130 South 5th. East, #310 Salt Lake City, Utah 84102	21.25%
Lamar B. Cramer 1467 Browning Avenue Salt Lake City, Utah 84105	5.00%
Louis W. Cramer 109 Atlas Building Salt Lake City, Utah 84101	5.00%
	<u>100.00%</u>

There should be six copies of the signed escrow agreement signed by all parties thereto for distribution to the above beneficial participants in the Buckskin drilling venture.

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AGREEMENT

JAMES D. and RUTH T. WILLIAMS, dba LION HILL MINES, Seller, and PACIFIC SILVER CORPORATION, Buyer, are parties to an agreement dated October 10, 1980, whereby the Seller granted an option to the buyer to purchase certain patented mining claims located in the Buckskin Mining District, Douglas County, Nevada. The claims are shown on Mineral Survey No. 3810 and are described in Exhibit A attached to the contract.

The parties to the contract now desire to modify the contract as described below. Such modifications are to become part of the contract upon payment to the Seller by the Buyer of the Year 2 payment of \$150,000, due October 10, 1982.

Modification #1: The payment schedule shown on page 2 of the contract will be changed to the following:

Year 1	50,000	to be paid	October 10, 1981
2	150,000	to be paid	October 10, 1982
3	100,000	to be paid	October 10, 1983
4	150,000	to be paid	October 10, 1984
5	300,000	to be paid	October 10, 1985
6	350,000	to be paid	October 10, 1986
7	350,000	to be paid	October 10, 1987
8	350,000	to be paid	October 10, 1988
9	350,000	to be paid	October 10, 1989
10	350,000	to be paid	October 10, 1990

Modification #2: Paragraph 2, page 4, will be changed to the following:

It is the intent of Pacific Silver to proceed in a workmanlike manner to explore, develop, and place the property into production. Pacific Silver agrees that during the first two years, it will make best efforts to gain access to the lowest mine level (approximately the 230 level) and to drive westerly on the structure to the west edge of the central ore block. Pacific Silver will keep complete books and records, which will be subject to inspection by Lion Hill or its agent. Pacific Silver agrees in case of termination to make available all geological, engineering, metallurgical, and production data upon request by Lion Hill.

All other provisions of the Contract shall remain in effect.

Dated this 29<sup>th</sup> day of July, 1982.

James D. Williams  
JAMES D. WILLIAMS dba LION HILL MINES

Ruth T. Williams  
RUTH T. WILLIAMS dba LION HILL MINES

PACIFIC SILVER CORPORATION

BY K. L. Stoker  
K. L. STOKER, PRESIDENT

ATTEST: [Signature]

099380

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STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

On the 29<sup>th</sup> day of July, 1982, personally appeared before me  
JAMES D. WILLIAMS, the signer of the above instrument who, after being  
duly sworn, acknowledged to me that he signed the same of his own free  
will for LION HILL MINES.

My Commission Expires:  
April 5, 1986

Newell K Garff  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

On the 29<sup>th</sup> day of July, 1982, personally appeared before me  
RUTH T. WILLIAMS, the signer of the above instrument who, after being  
duly sworn, acknowledged to me that she signed the same of her own free  
will for LION HILL MINES.

My Commission Expires:  
April 5, 1986

Newell K Garff  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

On the 27th day of July, 1982, personally appeared before me  
K. L. STOKER, PRESIDENT OF PACIFIC SILVER CORPORATION and after being duly  
sworn acknowledged that he signed the same pursuant to authority of a  
resolution of the Board of Directors of Pacific Silver Corporation.

My Commission Expires:  
October 5, 1985

Antonia Wood  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah  
**099380**  
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COPY

REQUESTED BY  
*Bione First Natl. Bank*

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

*# 23.00 yd.*

1984 APR 10 AM 8:01

SUZANNE BEAUDREAU  
RECORDER

*Carol Stewart*  
*Dep*

**099380**

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