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ITEM 43

STATE OF NEVADA §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MINERAL §

ASSIGNMENT OF UNDIVIDED INTEREST AND
OPERATING AGREEMENT

THAT, AZTEC ROYALTY, INC., a corporation organized and operating under the laws of the State of Texas, for and in consideration of , to us this date paid in hand by hereby grant, bargain, sell and convey to said his successors and assigns, certain undivided five percent (5%) interest in certain gold and silver dumps located in the regent mining district, County of Mineral, State of Nevada, described said dumps being located on the following claims:

Silver King Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31;

Lucky Jim Nos. 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20;

Casey Nos. 1, 2, 3 and 4.

In connection with the assignment of undivided interest in said dumps on said claims, AZTEC ROYALTY, INC., hereinafter referred to as "Operator", hereby covenants and agrees as follows:

In consideration of a processing fee of TWELVE DOLLARS AND 50/100 (\$12.50) per ton, Operator agrees to process a minimum of EIGHTY THOUSAND (80,000) tons of ore.

Operator shall be responsible for furnishing all equipment, vehicles, mills, supplies, labor, insurance and any other thing or object necessary for the processing of said ore. The processing fee shall be paid to Operator on a turn-key basis and and/or the dump shall not be assessed any additional costs even in the event the processing costs rise in excess of \$12.50 per ton.

Operator agrees to hold harmless and indemnify for any accidents, claims, suits, liens or any other legal process which may encumber or otherwise diminish or devalue the undivided interest of which arises out of the fault or negligence of Operator, its servants, agents or employees.

Operator intends to use a cyanide leaching process for extracting gold and silver from said ore and Operator shall be responsible for delivering to a smelter, the carbon plugs for the purpose of reducing the gold and silver to marketable form, at which time Operator shall seek the highest best price available at the time of delivery of said gold and silver or shall reduce same to United State currency and deliver to _____ upon receipt, an amount equal to five percent (5%) of the gross amount of the total sales of said gold and silver less the proportionate share of _____ processing expense.

Said operating expense shall be five percent (5%) of \$12.50 for each ton of ore processed. 11.625

After a minimum of 80,000 tons of ore have been processed, or until all of the ore on all of the dumps is processed, which may be in excess of 80,000 tons, this contract and assignment shall cease and be complete in its terms and intent and be null and void.

It is agreed between Operator and _____ that this is not a conveyance of the mining claims mentioned herein, but grants only an undivided interest in the dumps thereon and after processing of same as contemplated by the agreement, each party agrees to execute any document necessary to formally terminate this agreement of record so as not to cloud the title to the mining claims themselves.

Operator does hereby bind its heirs, executors, administrators and assigns, and does forever warrant and defend that he has the title to said dumps on said claims and to forever warrant and defend the titles to the said dumps to said _____ his heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming same or any part thereof.

WITNESS OUR HANDS this _____ day of _____, 1980
at _____, State of _____.

AZTEC ROYALTY, INC.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared _____ whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1980.

NOTARY PUBLIC in and for
_____, County
State of _____

My Commission Expires:

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared _____ known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of AZTEC ROYALTY, INC., and as the thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1980.

NOTARY PUBLIC in and for
_____ County, State of

My Commission Expires:
