5971/88-0127

## MEMORANDUM OF PURCHASE AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

THAT, pursuant to the terms of that certain Purchase Agreement dated [PLAGALY 8], 1996, (the "Purchase Agreement"), by and between KERR-McGEE CORPORATION, a Delaware corporation with offices at Kerr-McGee Center, P.O. Box 25681, Oklahoma City, Oklahoma 73125 ("Kerr-McGee") and GOLD BUTTE MINING & MILLING, INC., a Nevada corporation with offices at 931 South Third Street, Las Vegas, Nevada 89101-6801, and whose mailing address is P.O. Box 430, Las Vegas, Nevada 89125-0430 ("Gold Butte"), Kerr-McGee granted to Gold Butte all of Kerr-McGee's right, title and interest in and to certain mine dumps and surface materials, described on the Exhibit A attached to the Purchase Agreement, a copy of which Exhibit is attached hereto and made a part hereof, located on the patented mining claims also described on Exhibit "A", but not included in the conveyance, subject to Gold Butte removing the dumps and materials from the mining claims within two (2) years from the date of the Purchase Agreement, with the option to extend said period for an additional year, and Gold Butte making certain payments to Kerr-McGee and performing other obligations relative to the dumps, the other materials and the mining claims in accordance with the terms and conditions of the Purchase Agreement.

The Purchase Agreement and all terms and conditions set forth therein are by this reference made a part hereof as fully and completely as if set forth in this Memorandum.

A copy of the Purchase Agreement is in the possession of Kerr-McGee and Gold Butte at the address for each first set forth above.

Notwithstanding anything herein which might appear to the contrary, it is specifically understood and agreed that nothing contained in this Memorandum shall alter, enlarge or change the rights or obligations of the parties as they are set out in the above referenced Purchase Agreement, and nothing contained herein is to be used in any way in construing or interpreting

the Purchase Agreement, the only purpose of this Memorandum being to give notice of the existence of such agreement. IN WITNESS WHEREOF, this instrument is executed by the parties this <u>9</u> day of <u>FERRUARY</u>, 19<u>87</u>. WITNESS: AUSST KERR-MCGEE CORPORATION Barry N. Hill, Its Attorney-in-Fact ATTEST: GOLD BUTTE MINING L. MILLING, INC. Mes President STATE OF OKLAHOMA COUNTY OF OKLAHOMA On this to day of Jehra appeared before me, a notary public, Attorney in Fact of Kerrblic,/ Rarry N Hill Kerr-McGee Corpor Corporation, Delaware corporation, who acknowledged that he executed the above instrument, on behalf of said corporation. Witness my hand and official seal. Steenty of Sheatment mission Expires: STATE OF NEVADA COUNTY OF CLARK On this graph day of FERNARY, 1987, personally appeared before me, a notary public, Fry ARS, a PRESIDENT of Gold Butte Mining & Milling, Inc., a Nevada corporation, who acknowledged that he executed the said corporation. the above instrument, on behalf of said corporation. Witness my hand and official seal. My Commission Expires:

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## EXHIBIT 'A'

ATTACHED TO AND MADE A PART OF THAT CERTAIN

PURCHASE AGREEMENT

DATED

SE DAY OF FERCIALY, 1983

BY AN BETWEEN

KERR-MCGEE CORPORATION

AND

GOLD BUTTE MINING & MILLING, INC.

NAME	OF DUMP(S)	LOCATION OF DUMPS(S)	$\vee$		
1.	Yuba	Burke and Washington Oueen	Patented Patented		
		King Juno	Patented Patented	Eining	Claim
2.	Raymond and Ely	Panaca AKA Panacker	Patented	Mining	Claim
3.	Pacific Tunnel	Silex	Patented	Mining	Claim
7	Meadow Valley #	3 Pioche	Patented	Mining	Claim
5.	Mezzepah	Silver Williams & Goodspeed	Patented Patented		
6.	Swansea	Swansea No. 6 & 7	Patented	Mining	Claims

All of the above described dumps are located on all or portions of the above described patented mining claims located in Sections 22, 23 and 28, Township 1 North, Range 67 East, Hount Diablo Meridian, Lincoln County, Nevada.

PILED AND RECORDED AT PEGERST OF
ETY J. Ades
Feb. 19, 1988
AT 45 LIBRATES / ACT 10, O'CLOCK
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ELECTICS, FAGE 522 LIBRODIS
CLICITY, NEWARA.

By RANK C. HITSE
COLLEGY BECKERS

By Deputy 5601

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