

DOC # 0138572

06/16/2011

03:04 PM

Official Record

Recording requested By
WINSTON P. CROWDER

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$47.00

Page 1 of 9

RPTT:

Recorded By: AE

Book- 264 Page- 0542



0138572

**COVER SHEET FOR
BILL OF SALE OF PIOCHE ORE TAILINGS POND
IN LINCOLN COUNTY, NEVADA**

Which Bill of Sale was originally recorded in the Deed Records of the Harris County, Texas, County Clerk under Film Code Numbers 907-08-1608 through 907-08-1615.

180060

907-16-1608

BILL OF SALE

AGREEMENT FOR THE PURCHASE OF STOCK

1 08/14/89 NP 00179120 180050 \$ 9.

THIS AGREEMENT is made and entered into this 20th day of May, 1987, by and between WINNEMUCCA RESOURCES, INC., an Arizona corporation having its principal office and place of business located in Maricopa County, Arizona (hereinafter referred to as the "Seller") and 1ST NATIONAL COMPANIES, INC., a Nevada corporation having its principal office and place of business located in Harris County, Texas (hereinafter referred to as the "Company").

WHEREAS, the Seller is the owner of of that certain Pioche Ore Tailings Pond located in Pioche, Lincoln County, Nevada (hereinafter referred to as the "Pond"); and

WHEREAS, the Seller desires to sell and the Company desires to purchase 100,000 tons of gold ore tailings containing no less than 2.5 ounces of gold per ton produced from the Pond (hereinafter referred to as the "Product"); and

WHEREAS, in exchange for the Product, the Company shall issue to the Seller certain shares of the Company's common capital stock, par value \$0.001 per share (hereinafter referred to as the "Stock");

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the parties hereto do hereby agree as follows:

1. Purchase of the Product. The Company does hereby purchase 100,000 tons of the Product. By the execution of this Agreement, the Company does hereby acknowledge receipt of the Product.

2. Issuance of the Stock. In consideration for the sale and delivery of the Product, the Company does hereby issue to the Seller 3,333,333 shares of the Stock, fully paid and non-assessable, the receipt and sufficiency of which are hereby acknowledged by the Seller.

3. Obligations of the Purchaser. Notwithstanding anything herein contained to the contrary, before the Company shall have any further obligation to issue any additional shares of the Stock to the Seller hereunder, the Seller shall:

(a) Render to the Company whatever assistance is deemed to be reasonably necessary by the Company to refine the Product into dore' bars;

(b) Arrange for a purchaser of the dore' bars to be produced out of the Product by the Company on a contractual basis reasonably satisfactory to the Company; and

(c) Provide that the cost of processing the Product by the Company into dore' bars will not be more than \$200.00 per ton. In that regard, the Seller shall have the right to approve the refineries selected by the Company to process the Product into dore' bars.

4. Issuance of Additional Shares of the Stock. As part of the same consideration for the sale and purchase of the Product, in the event that the Seller performs its obligations as described in Paragraph 3 hereof, the Company shall issue to the Seller an additional 2,500,000 shares of the Stock, all fully paid and non-assessable, within

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Harris County, Texas

Anthony Wayne Bonfitto Deputy
Anthony Wayne Bonfitto



907-08-1609

30 days after the delivery to the Company of a number of dore' bars having a fair market value, in the aggregate, equal to \$3,750,000.00, until the total number of shares of the Stock to be received by the Seller hereunder equals 13,333,333. All shares of the Stock to be issued hereunder shall be subject to the restrictions set forth below.

5. Representations and Warranties of the Seller. The Seller represents and warrants as follows:

(a) The Seller has received information provided to it in writing by the Company, or information from books and records of the Company. The Seller understands that all documents, records and books pertaining to this investment have been made available for inspection by its attorney and/or its accountant and/or its Purchaser Representative and it. The Seller and/or its advisers have had a reasonable opportunity to ask questions of and receive answers from the Company, or a person or persons acting on its behalf, concerning the Stock, and all such questions have been answered to the full satisfaction of the Seller. No oral representations have been made or oral information furnished to the Seller or its advisers in connection with the Stock which were in any way inconsistent with the information furnished.

(b) The Seller (i) has adequate means of providing for its current needs and possible contingencies, (ii) has no need for liquidity in this investment, (iii) is able to bear the substantial economic risks of an investment in the Stock for an indefinite period, and (iv) at the present time, could afford a complete loss of such investment.

(c) The Seller recognizes that the Stock as an investment involves special risks, including those disclosed to the Seller by the Company.

(d) The Seller understands that the shares of the Stock have not been registered under the Securities Act of 1933, as amended (hereinafter referred to as the "1933 Act") or the securities laws of any state or foreign jurisdiction, in reliance upon an exemption therefrom for non-public offerings. The Seller understands that the shares of the Stock must be held indefinitely unless they are subsequently registered, or an exemption from such registration is available. The Seller further understands that the Company is under no obligation to register the shares of the Stock on its behalf or to assist it in complying with any exemption from registration.

(e) The Seller understands that neither the United States Securities and Exchange Commission nor the securities commission of any state or foreign jurisdiction has made any finding or determination relating to the fairness for public investment of the shares of the Stock and that the United States Securities and Exchange Commission as well as the securities commission of any state or foreign jurisdiction will not recommend or endorse any offering of securities.

(f) The shares of the Stock are being purchased solely for its own account for investment and not for the account of any other person and not for distribution, assignment, or resale to others and no other person has a direct or indirect beneficial interest in the Stock to be purchased by the Seller. The Seller or its advisers have such knowledge and experience in financial, tax, and business matters in order to enable it to utilize the information made available to it in connection with the purchase of the Stock and to evaluate the merits and risks of the prospective investment and to make an informed investment decision with respect thereto.

FILED

AUG 14 12 06 PM '09

Quinta Buchanan
COUNTY CLERK
HARRIS COUNTY, TEXAS

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JUN 07 2011

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Harris County, Texas

Anthony Wayne Bonfitto Deputy
Anthony Wayne Bonfitto



907-08-1610

(g) The Seller realizes that it may not be able to sell or dispose of the shares of the Stock as there will be no public market. In addition, the Seller understands that its right to transfer the Stock will be subject to the conditions set forth in this Agreement, which include restrictions against transfer unless the transfer is not in violation of the 1933 Act, and the securities laws of any state or foreign jurisdiction (including investor suitability standards). The Seller also acknowledges that it shall be responsible for compliance with all conditions on transfer imposed by the 1933 Act, or the securities law of any state or foreign jurisdiction and for any expenses incurred in connection with such a proposed transfer.

(h) All information which the Seller has provided to the Company concerning its financial position and the knowledge of financial and business matters of the person making the investment decision on behalf of the Seller, is correct and complete as of the effective date hereof.

(i) The Seller is authorized and otherwise duly qualified to purchase and hold Stock in the Company and has not been formed for the specific purpose of acquiring Stock in the Company.

(j) The Seller understands that:

(i) No assurances are or have been made regarding any economic advantages (including tax) which may inure to the benefit of the Seller; and

(ii) No assurances are or have been made concerning the distribution of dividends to the Company's shareholders.

(k) The Seller acknowledges and is aware that it never has been represented, guaranteed, or warranted to it by the Company, its directors, officers, agents or employees, or any other person, expressly or by implication, as to any of the following:

(i) The approximate or exact length of time that it will be required to remain as an owner of its shares of the Stock;

(ii) The percentage of profit and/or amount of or type of consideration, profit or loss to be realized, if any, as a result of this investment; or

(iii) That the limited past performance or experience on the part of the Company, or any future projections will in any way indicate the predictable results of the ownership of the shares of the Stock or of the overall financial performance of the Company.

(l) The Seller acknowledges that the Company has made available to it or its Purchaser Representative, if any, or other advisers the opportunity to obtain additional information to verify the accuracy of the information furnished to it and to evaluate the merits and risks of this investment.

(m) The Seller confirms that it has consulted with its Purchaser Representative, if any, or other advisers and that said Purchaser Representative or other advisers have analyzed the documents relating thereto on its behalf and have advised it of the business and financial aspects and consequences of and liabilities associated with its investment in the shares of the Stock. The Seller represents that it has made other risk

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Anthony Wayne Bonfitto Deputy
Anthony Wayne Bonfitto



907-08-1611

capital investments or other investments of a speculative nature, and by reason of its business and financial experience and of the business and financial experience of those persons it has retained to advise it with respect to investments of this nature. In reaching the conclusion that it desires to acquire shares of the Stock, the Seller has carefully evaluated its financial resources and investments and acknowledges that it is able to bear the economic risks of this investment.

(n) The Seller acknowledges that all information made available to it and/or its Purchaser Representative, if any, and/or advisers in connection with its investment in the shares of the Stock is and shall remain confidential in all respects and may not be reproduced, distributed or used for any other purpose without the prior written consent of the Company.

(o) Compliance with Regulation D. The Seller understands and agrees that the following restrictions and limitations are applicable to its purchase and its resales, hypothecations or other transfers of the Stock pursuant to Regulation D under the 1933 Act:

(i) The Seller agrees that the Stock shall not be sold, pledged, hypothecated or otherwise transferred unless the shares of the Stock are registered under the 1933 Act, and the securities laws of any state or foreign jurisdiction, or are exempt therefrom;

(ii) A legend in substantially the following form has been or will be placed on any certificate(s) or other document(s) evidencing the Stock: **THE SECURITIES REPRESENTED BY THIS INSTRUMENT OR DOCUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION, OR ANY RULE OR REGULATION PROMULGATED THEREUNDER;**

(iii) Stop transfer instructions to the transfer agent of the Company have been or will be placed with respect to the Stock so as to restrict the resale, pledge, hypothecation or other transfer thereof, subject to the further items hereof, including the provisions of the legend set forth in subparagraph (ii) above; and

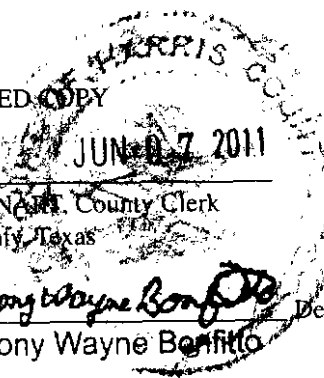
(iv) The legend and stop transfer instructions described in subparagraphs (ii) and (iii) above will be placed with respect to any new certificate(s) or other document(s) issued upon presentment by the Seller of certificate(s) or other document(s) for transfer.

(p) The Seller acknowledges that (i) it can bear the economic risk of this investment; (ii) it has relied upon the advice of its Purchaser Representative as to the merits of an investment in the Company and the suitability of such investment for the Seller; and (iii) such Purchaser Representative has confirmed to it, in writing, any past,

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STAN STANLEY, County Clerk
Harris County, Texas

Anthony Wayne Bonifito
Deputy
Anthony Wayne Bonifito



907-08-1612

present or future material relationship, actual or contemplated, between such Purchaser Representative or its affiliates and the Company, or its affiliates.

6. Attorney's Fees. In the event that it should become necessary for any party entitled hereunder to bring suit against the other party to this Agreement for enforcement of the covenants herein contained, the parties hereby covenant and agree that the party who is found to be in violation of said covenants shall also be liable for all reasonable attorney's fees and costs of court incurred by the other party.

7. Benefit. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

8. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and delivered personally or sent by registered or certified United States mail, return receipt requested with postage prepaid, if to the Seller, addressed to Mr. Stanley G. Golin at 3200 North Central Avenue, Suite 810, Phoenix, Arizona 85012; and if to the Company, addressed to Mr. C. A. Overfelt at 2656 South Loop West, Suite 580, Houston, Texas 77054. Any party hereto may change its address upon 10 days' written notice to any other party hereto.

9. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

10. Waiver. No course of dealing on the part of any party hereto or its agents, or any failure or delay by any such party with respect to exercising any right, power or privilege of such party under this Agreement or any instrument referred to herein shall operate as a waiver thereof, and any single or partial exercise of any such right, power or privilege shall not preclude any later exercise thereof or any exercise of any other right, power or privilege hereunder or thereunder.

11. Cumulative Rights. The rights and remedies of any party under this Agreement and the instruments executed or to be executed in connection herewith, or any of them, shall be cumulative and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

12. Invalidity. In the event any one or more of the provisions contained in this Agreement or in any instrument referred to herein or executed in connection herewith shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement or any such other instrument.


13. Time of the Essence. Time is of the essence of this Agreement.

14. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Law Governing. This Agreement shall be construed and governed by the laws of the State of Texas, and all obligations hereunder shall be deemed performable in Harris County, Texas.

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ATTEST: JUN 10 7 2011
STAN STANART, County Clerk
Harris County, Texas


Deputy
Anthony Wayne Bonfitto

907-08-1613

16. Perfection of Title. The parties hereto shall do all other acts and things that may be reasonably necessary or proper, fully or more fully, to evidence, complete or perfect this Agreement, and to carry out the intent of this Agreement.

17. Entire Agreement. This instrument contains the entire Agreement of the parties and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date above specified.

WINNEMUCCA RESOURCES, INC.

By Stanley G. Golin
Stanley G. Golin, President

1ST NATIONAL COMPANIES, INC.

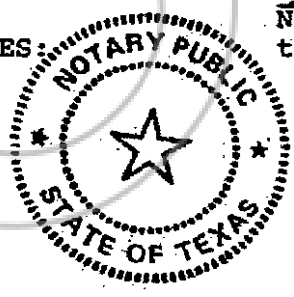
By C. A. Overfelt
C. A. Overfelt, President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day did personally appear the signatory parties above and being duly sworn hereby state they have affixed their signatures to the foregoing instrument for the sole purposes and intent herein contained.

GIVEN UNDER MY HAND A SEAL OF OFFICE this 20th day of May, 1987.

MY COMMISSION EXPIRES:
May, 2, 1989



Richard E. Smith
NOTARY PUBLIC in and for
the STATE OF TEXAS
Richard E. Smith

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A CERTIFIED COPY
ATTEST: Stanley G. Golin
Stanley G. Golin, County Clerk
Harris County, Texas
Anthony Wayne Bonfitto Deputy
Anthony Wayne Bonfitto

Winnemucca Resources Inc. 907-98-1614

October 22, 1987

1ST NATIONAL COMPANIES, INC.
2656 South Loop West - Suite #580
Houston, Texas 77054

Dear Mr. Overfelt:

WINNEMUCCA RESOURCES INC., hereby as an addendum to your present contract and under the same conditions as set out in our agreement for the purchase of stock dated May 20, 1987. WINNEMUCCA RESOURCES INC., hereby assigns, sells and conveys an additional Four Hundred Thousand (400,000) tons of the Pioche gold ore tailings containing not less than 2.5 troy ounces of gold per ton.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date above specified.

WINNEMUCCA RESOURCES INC.

BY: [Signature]
Stanley G. Colin, President

1ST NATIONAL COMPANIES, INC.

BY: [Signature]
C. A. Overfelt, President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 20th day of May, 1987, personally appeared the signatory parties above and being duly sworn hereby state that they have affixed their signatures to the fore going instrument for the sole purposes and intent therein contained.

GIVEN UNDER MY HAND AND SEAL of office this 20th day of May, 1987.

My Commission expires:
MAY 2, 1989



[Signature]
NOTARY PUBLIC in and for
the STATE OF TEXAS
Richard E. Smith

2656 South Loop West, Suite 580
Houston, Texas 77054

Tel. (713) 665-3883
Telex: 6974641

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ATTEST: [Signature]
STAN STANART, County Clerk
Harris County, Texas

[Signature] Deputy
Anthony Wayne Bonfitte

