

Federal Bureau of Investigation

Washington, D.C. 20535

July 25, 2022

FOIPA Request No.: 1348152-000

Subject: BECKER, TROY

Dear

The FBI has completed its review of records subject to the Freedom of Information/Privacy Acts (FOIPA) that are responsive to your request. The enclosed documents were reviewed under the FOIPA, Title 5, United States Code, Section 552/552a. Below you will find check boxes under the appropriate statute headings which indicate the types of exemptions asserted to protect information which is exempt from disclosure. The appropriate exemptions are noted on the enclosed pages next to redacted information. In addition, a deleted page information sheet was inserted to indicate where pages were withheld entirely and identify which exemptions were applied. The checked exemption boxes used to withhold information are further explained in the enclosed Explanation of Exemptions.

	Section 552	Section 552a						
(b)(1)	(b)(7)(A)	(d)(5)						
(b)(2)	(b)(7)(B)	□ (j)(2)						
(b)(3)	✓ (b)(7)(C)	□ (k)(1)						
Fed. R. Crim.	P. 6(e) (b)(7)(D)	☐ (k)(2)						
	<b>✓</b> (b)(7)(E)	□ (k)(3)						
-	(b)(7)(F)	☐ (k)(4)						
(b)(4)	(b)(8)	☐ (k)(5)						
(b)(5)	(b)(9)	(k)(6)						
<b>(</b> b)(6)		☐ (k)(7)						
509 pages we	re reviewed and 289 pages are being rele	eased.						
	e paragraphs below for relevant informati for standard responses applicable to all r	on specific to your request as well as the enclosed equests.						
	Document(s) were located which originated with, or contained information concerning, other Government Agency (ies) [OGA].							
☐ We are	formation has been referred to the OGA(seconsulting with another agency. The Figure consultation is completed.	s) for review and direct response to you. BI will correspond with you regarding this informatior						

Please refer to the enclosed FBI FOIPA Addendum for additional standard responses applicable to your request. "Part 1" of the Addendum includes standard responses that apply to all requests. "Part 2" includes additional standard responses that apply to all requests for records about yourself or any third party individuals. "Part 3" includes general information about FBI records that you may find useful. Also enclosed is our Explanation of Exemptions.

For questions regarding our determinations, visit the <a href="www.fbi.gov/foia">www.fbi.gov/foia</a> website under "Contact Us."

The FOIPA Request Number listed above has been assigned to your request. Please use this number in all correspondence concerning your request.

If you are not satisfied with the Federal Bureau of Investigation's determination in response to this request, you may administratively appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, 441 G Street, NW, 6th Floor, Washington, D.C. 20530, or you may submit an appeal through OIP's FOIA STAR portal by creating an account following the instructions on OIP's website: <a href="https://www.justice.gov/oip/submit-and-track-request-or-appeal">https://www.justice.gov/oip/submit-and-track-request-or-appeal</a>. Your appeal must be postmarked or electronically transmitted within ninety (90) days of the date of my response to your request. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." Please cite the FOIPA Request Number assigned to your request so it may be easily identified.

You may seek dispute resolution services by contacting the Office of Government Information Services (OGIS). The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at <a href="mailto:ogis@nara.gov">ogis@nara.gov</a>; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769. Alternatively, you may contact the FBI's FOIA Public Liaison by emailing <a href="mailto:foipaquestions@fbi.gov">foipaquestions@fbi.gov</a>. If you submit your dispute resolution correspondence by email, the subject heading should clearly state "Dispute Resolution Services." Please also cite the FOIPA Request Number assigned to your request so it may be easily identified.

✓

See additional information which follows.

Sincerely,

Michael G. Seidel
Section Chief
Record/Information
Dissemination Section
Information Management Division

Enclosure(s)

In response to your negotiated Freedom of Information/Privacy Acts (FOIPA) request, enclosed are the processed documents.

This is the third interim release of information responsive to your FOIPA request. Accordingly, upon receipt of the enclosed CD, please go to www.pay.gov to make an electronic payment\* in the amount of \$40.00 or make a check or money order payable to the Federal Bureau of Investigation and mail it to the Initial Processing Operations Unit, Record Information/Dissemination Section, Information Management Division, Federal Bureau of Investigation, 200 Constitution Drive, Winchester, VA 22602. Please include the FOIPA Request Number with your payment. Failure to pay for this release within thirty (30) days from the date of this letter will close any pending FBI FOIPA requests from you. Nonpayment will also cause an automatic denial of any future FOIPA requests.

\*Pay.gov is a secure web-based application that accepts credit card and ACH payments online, and is hosted by the United States Department of the Treasury, Bureau of the Fiscal Service. For frequent FOIPA requesters, it is recommended to create a Pay.gov account to retain an online history of payments made through Pay.gov and to retain specific information for future payments. To make an electronic payment, complete the FBI Freedom of Information Act and Privacy Act Form located on Pay.gov. Please note: if a refund is necessary, there is less processing time to refund a credit card payment than an ACH payment.

Duplicate copies of the same document were not processed.

Records that may have been responsive to your request were destroyed. Since this material could not be reviewed, it is not known if it was responsive to your request. Record retention and disposal is carried out under supervision of the National Archives and Records Administration (NARA), Title 44, United States Code, Section 3301 as implemented by Title 36, Code of Federal Regulations, Part 1228; Title 44, United States Code, Section 3310 as implemented by Title 36, Code of Federal Regulations, Part 1229.10.

For your information, a search of the indices to our Central Records System reflected there were additional records potentially responsive to your Freedom of Information/Privacy Acts (FOIPA) request. We have attempted to obtain this material so it could be reviewed to determine whether it was responsive to your request. We were advised that the potentially responsive records were not in their expected location and could not be located after a reasonable search. Following a reasonable waiting period, another attempt was made to obtain this material. This search for the missing records also met with unsuccessful results.

#### FBI FOIPA Addendum

As referenced in our letter responding to your Freedom of Information/Privacy Acts (FOIPA) request, the FBI FOIPA Addendum provides information applicable to your request. Part 1 of the Addendum includes standard responses that apply to all requests. Part 2 includes standard responses that apply to requests for records about individuals to the extent your request seeks the listed information. Part 3 includes general information about FBI records, searches, and programs.

### Part 1: The standard responses below apply to all requests:

- (i) **5 U.S.C. § 552(c).** Congress excluded three categories of law enforcement and national security records from the requirements of the FOIPA [5 U.S.C. § 552(c)]. FBI responses are limited to those records subject to the requirements of the FOIPA. Additional information about the FBI and the FOIPA can be found on the www.fbi.gov/foia website.
- (ii) Intelligence Records. To the extent your request seeks records of intelligence sources, methods, or activities, the FBI can neither confirm nor deny the existence of records pursuant to FOIA exemptions (b)(1), (b)(3), and as applicable to requests for records about individuals, PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(1), (b)(3), and (j)(2)]. The mere acknowledgment of the existence or nonexistence of such records is itself a classified fact protected by FOIA exemption (b)(1) and/or would reveal intelligence sources, methods, or activities protected by exemption (b)(3) [50 USC § 3024(i)(1)]. This is a standard response and should not be read to indicate that any such records do or do not exist.

### Part 2: The standard responses below apply to all requests for records on individuals:

- (i) Requests for Records about any Individual—Watch Lists. The FBI can neither confirm nor deny the existence of any individual's name on a watch list pursuant to FOIA exemption (b)(7)(E) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (j)(2)]. This is a standard response and should not be read to indicate that watch list records do or do not exist.
- (ii) Requests for Records about any Individual—Witness Security Program Records. The FBI can neither confirm nor deny the existence of records which could identify any participant in the Witness Security Program pursuant to FOIA exemption (b)(3) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(3), 18 U.S.C. 3521, and (j)(2)]. This is a standard response and should not be read to indicate that such records do or do not exist.
- (iii) Requests for Records for Incarcerated Individuals. The FBI can neither confirm nor deny the existence of records which could reasonably be expected to endanger the life or physical safety of any incarcerated individual pursuant to FOIA exemptions (b)(7)(E), (b)(7)(F), and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (b)(7)(F), and (j)(2)]. This is a standard response and should not be read to indicate that such records do or do not exist.

### Part 3: General Information:

- (i) Record Searches and Standard Search Policy. The Record/Information Dissemination Section (RIDS) searches for reasonably described records by searching systems, such as the Central Records System (CRS), or locations where responsive records would reasonably be found. The CRS is an extensive system of records consisting of applicant, investigative, intelligence, personnel, administrative, and general files compiled by the FBI per its law enforcement, intelligence, and administrative functions. The CRS spans the entire FBI organization, comprising records of FBI Headquarters, FBI Field Offices, and FBI Legal Attaché Offices (Legats) worldwide; Electronic Surveillance (ELSUR) records are included in the CRS. The standard search policy is a search for main entity records in the CRS. Unless specifically requested, a standard search does <u>not</u> include a search for reference entity records, administrative records of previous FOIPA requests, or civil litigation files.
  - a. *Main Entity Records* created for individuals or non-individuals who are the subjects or the focus of an investigation
  - b. Reference Entity Records- created for individuals or non-individuals who are associated with a case but are not known subjects or the focus of an investigation
- (ii) **FBI Records.** Founded in 1908, the FBI carries out a dual law enforcement and national security mission. As part of this dual mission, the FBI creates and maintains records on various subjects; however, the FBI does not maintain records on every person, subject, or entity.
- (iii) Requests for Criminal History Records or Rap Sheets. The Criminal Justice Information Services (CJIS) Division provides Identity History Summary Checks often referred to as a criminal history record or rap sheet. These criminal history records are not the same as material in an investigative "FBI file." An Identity History Summary Check is a listing of information taken from fingerprint cards and documents submitted to the FBI in connection with arrests, federal employment, naturalization, or military service. For a fee, individuals can request a copy of their Identity History Summary Check. Forms and directions can be accessed at <a href="www.fbi.gov/about-us/cjis/identity-history-summary-checks">www.fbi.gov/about-us/cjis/identity-history-summary-checks</a>. Additionally, requests can be submitted electronically at <a href="www.edo.cjis.gov">www.edo.cjis.gov</a>. For additional information, please contact CJIS directly at (304) 625-5590.

This document is made available through the declassification efforts and research of John Greenewald, Jr., creator of:

# The Black Vault



The Black Vault is the largest online Freedom of Information Act (FOIA) document clearinghouse in the world. The research efforts here are responsible for the declassification of hundreds of thousands of pages released by the U.S. Government & Military.

**Discover the Truth at: http://www.theblackvault.com** 

#### EXPLANATION OF EXEMPTIONS

### SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

- (b)(1) (A) specifically authorized under criteria established by an Executive order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified to such Executive order;
- (b)(2) related solely to the internal personnel rules and practices of an agency;
- (b)(3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on issue, or (B) establishes particular criteria for withholding or refers to particular types of matters to be withheld;
- (b)(4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;
- (b)(5) inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency;
- (b)(6) personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- (b)(7) records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information (A) could reasonably be expected to interfere with enforcement proceedings, (B) would deprive a person of a right to a fair trial or an impartial adjudication, (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy, (D) could reasonably be expected to disclose the identity of confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source, (E) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or (F) could reasonably be expected to endanger the life or physical safety of any individual;
- (b)(8) contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions; or
- (b)(9) geological and geophysical information and data, including maps, concerning wells.

#### SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

- (d)(5) information compiled in reasonable anticipation of a civil action proceeding;
- (j)(2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals;
- (k)(1) information which is currently and properly classified pursuant to an Executive order in the interest of the national defense or foreign policy, for example, information involving intelligence sources or methods;
- (k)(2) investigatory material compiled for law enforcement purposes, other than criminal, which did not result in loss of a right, benefit or privilege under Federal programs, or which would identify a source who furnished information pursuant to a promise that his/her identity would be held in confidence:
- (k)(3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056;
- (k)(4) required by statute to be maintained and used solely as statistical records;
- (k)(5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(6) testing or examination material used to determine individual qualifications for appointment or promotion in Federal Government service the release of which would compromise the testing or examination process;
- (k)(7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his/her identity would be held in confidence.

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## FEDERAL BUREAU OF INVESTIGATION

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REFERENCES: Las Vegas report of SA 5/29/75.

Las Vegas teletype to Los Angeles, 6/18/75.

Columbia airtel to Las Vegas, 6/16/75.

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San Francisco airtel to Las Vegas, 6/10/75.

LEADS

LAS VEGAS

AT RENO, NEVADA. Will report when received results of investigation requested of the Los Angeles Division.

ACCOMPLISHMENTS CLAIMED NO					NE	ACQUIT-	CASE HAS BEEN:	
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### ADMINISTRATIVE:

U.S. Attorney \_\_\_\_\_\_\_ is in the process of drafting a search warrant for two of the barrels of ore currently stored in Bender Warehouse, Reno, Nevada, for the purpose of assay.

## UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

1 - USA, Las Vegas Copy to: (Attn: AUSA, Reno) Report of: Las Vegas, Nevada b6 Office: b7C 7/18/75 Date: Field Office File #: 87-10741 Bureau File #: 87-134110 b6 Title: b7C JOHN MC ALLASTER: TROY BECKER Doing Business As KIGGAX: U.S. PLATINUM REFINING, INC.; U. S. PLATINUM INC.; U. S. PLATINUM MILLING, INC.; Symbolik U. S. PLATINUM MANUFACTURING, INC.; U. S. PLATINUM SALES, INC.; CURTIS NEVADA MINES, INC.; MARMAC MINES, INC.; AERO ENGINEERING, INC.; SPARKS, NEVADA Character: INTERSTATE TRANSPORTATION OF STOLEN PROPERTY -FRAUD BY WIRE Synopsis: On 11/21/74, Great American Silver Company, b6 b7C Atlanta, Georgia, in the company of

U. S. Platinum, delivered to Bender Warehouse, Reno, Nevada, for storage, 66 barrels of ore. Barrels stored thereat for the account of Anglo-Carolina Corporation, Columbia, South Carolina. By letter dated 11/16/74, TROY BECKER reported that a nuclear affinity partial analysis conducted by him on seven of these barrels reflected they contained over 50 per cent gold. By letter dated 5/12/75, Bender Warehouse received a letter from Crocker National Bank, Los Angeles, California, indicating this bank held a negotiable warehouse receipt number G-1 which was for barrel number 11, stored in that warehouse

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

LV 87-10741

as collaterial for a loan on the books of the bank. Copy of complaint in contemplated stockholders action against captioned individuals set forth, as well as information in files of Office of Domestic Gold and Silver Operations, U.S. Treasury Department. ARMED AND DANGEROUS.

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### DETAILS:

## FEDERAL BUREAU OF INVESTIGA A

6/9/75

by	SA nent contains neither recommendations nor conclusions of the FBI. It	Date distated	D/\
On	6/2/75 of Reno, Nevada	File# I.V 87-107	41.
• ,			
	Also furnished to attached hereto is a certified Analysis, appearing on station Incorporated.	and d report Nuclear Affin nery of Aero Engineeri	ity b70
	Attached hereto is a Bender Warehouse to  of the 66 barrels; copies of warehouse receipts for the 66 Bender Warehouse from Great Al listing weight of each barrel	barrels, and letter t merican Silver Company	receipt b6 b70
	was given non-nego	he obtained forms for ved the original non-	- h//
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Great American Mining Co. 3862 Steward Road Atlanta, Georgia 30340	
Dear	
Confirming our conversations, the enclosed non-negacknowledge the fact that we have received the sta	gotiable warehouse receipts ated number of drums.
We have ordered blank negotiable receipts from Chinext week. At that time we will ask that you have returned and in their place we will issue negotial	e the non-negotiable receipts
As the original receipts are all make out to the the new negotiable receipts will be made out to the is a change in ownership they can make the transfer	he same company. If there
I am sorry for the delay, but this is the first renegotiable receipts we've had in over 25 years, so keep them on hand.  Sincerely,	equest we have received for o you can see why we do not
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BENDER WAR	EHOUSE COMPANY
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STATE OF	
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On personally appeared before	me a Notary
Public, who ack	nowledged .
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### INVOICE

### BENDE WAREHOUSE COMPANY.

- P.O. BOX 4300 • PHONE: AREA CUDE 107 - 323-2701 • 14X 910 - 395-7030-RENO, NEVADÁ 89505 рате мо. рау ур. — 302 11 21 74 GA-01-/

CAR INITIALS AND NUMBER

STORED IN WAREHOUSE KO.

DELIVERING CARRIER

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I	UNLOADING	TOTAL WEISHT	UNLOADING Charges	MISC. CHARGES	I		TOTAL STORAGE			TOT CHAH	LING		

ANGLO-CAROLINA CORPORATION
Jefferson Square Suite 900
Columbia, South Carolina 29201

PLEASE PAY

COPYRIGHT AMERICAN WAREHOUSEMEN'S ASSOCIATION

5

INVOICE DATE BENDE WAREHOUSE COMPANY .. MO, DAY YR. P. O. BOX 4300 . PHONE: AREA CODE 702 - 373-2704 . TWX 910 - 395-7030 RENO. NEVADA 89505 GA=02 STORED IN WAREHOUSE NO. CAR INITIALS AND NUMBER DELIVERING CARRIER STORAGE HANDLING IN ALD OU TOTAL MERT SAID TO BE OR CONTAIN NUMBER WEIGHT AMOUNT RATE RATE TAUGHA 13/15/14 1135 Sealed Drums of Ore -12 960 13 910 14 900 15 995 16 850 17 1070 18 1060 19 1115 20 1095 This warehouse receipt covers rental of space only on rock alleged to be mineral bearing. The Bender Warehouse Co. Shall maintain no insurance and accepts no responsibility what-soever for safe keeping or loss from any reason. The Bender Warehouse Co. does not warrant any weight of material stored. MISC. STORAGE

ANGLO-CAROLINA CORPORATION Jefferson Square Suite 900 Columbia, South Carolina 29201

COPYRIGHT AMERICAN WAREHOUSEMEN'S ASSOCIATION

BENDE WAREHOUSE COMPANY MO. DAY YR. AREA CODE 702 - 323-2704 - TWX 910 - 395-7 RENO, NEVADA 89505 CAR INITIALS AND NUMBER STORED IN WAREHOUSE NO. DELIVERING CARRIER STORAGE HANDLING IN AND OF ITEM TOTAL JANTITY SALO TO BE OR CONTAIN NUMBER WEIGHT RATE AMOUNT RATE AMOUNT 21 SEALED DRUMS OF ORE 1000 .22 1150 23 1055 24 1015 25 1075 26 1080 27 1110 28 1060 29 960 30 1015 This warehouse receipt covers rental of space only on rock alleged to be mineral bearing. The Bender Warehouse Co. shall maintain no insurance and accepts no responsibility whatsoever for safe keeping or loss from any reason. The Bender Warehouse Co. does not warrant any weight of material stored. MISC. · COPYRIGHT AMERICAN WAREHOUSEMEN'S ASSOCIATION

INVOICE

BENDER WAREHOUSE COMPANY
P.O. BOX 4300 • PHONE EA CODE 702 - 323-2704 • THE 910 - 305-703

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CAR INITIALS AND NUMBER

STORED IN WAREHOUSE HO.

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ANGLO-CAROLINA CORPORATION
Jefferson Square Suite 900
Columbia, South Carolina 29201

COPYRIGHT AMERICAN WAREHOUSEMEN'S ASSOCIATION

INVOICE DATE WAREHOUSE COMPANY . MO. DAY YR. P. D. BOX 4300 & PHONE: AREA CODE 102 - 323-2701 . TIX 910 - 395-70 RENO, NEVADÁ 69505 GA-05 STORED IN WAREHOUSE NO. CAR INITIALS AND NUMBER DELIVERING CARRIER HANDLING IN AND O STORAGE HIEM TOTAL UANTITY SAID TO BE OR CONTAIN NUMBER WEIGHT THUOMA RATE RATE AMOUNT Sealed Drums of Ore 41 1115 42 1000 43 895 44 1115 45 835 46 1030 47 1030 1130 48 49. 1130 50 1045 This warehouse receipt covers rental of space only on rock alleged to be mineral bearing. The Bender Warehouse Co. shall maintain no insurance and accepts no responsibility whatsoever for safe keeping or loss from any reason. The Bender Warehouse Co. does not warrant any weight of material stored.

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Columbia, South Carolina 29201

UNLOADING

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TOTAL HANDLING

9

INVOICE BENDE VAREHOUSE COMPANY . . MO. DAY YR. P. O. BOX 4300 + PHONE: AREA CODE 702 - 323-2701 + THX 910 - 305 - 7030 RENO. HEVADÁ 89505 E1-06 -6, STORED IN WAREHOUSE NO. CAR INITIALS AND NUMBER DELIVERING CARRIER STORAGE HANDLING IN AND OUT **ITEM** TOTAL SAID TO BE OR CONTAIN NUMBER WEIGHT RATE AMOUNT RATE AMOUNT 51 1065 SEALED DRUMS OF ORE 52 1055 53 825 54 1135 55 1020 56 1030 57 950 58 1040 1095 59 60 1045 This warehouse receipt covers rental of space only on rock alleged to be mineral bearing. The Bender Warehouse co. Shall

> maintain no insurance and accepts no responsibility whatsoever for safe keeping or loss from any

The Bender Warehouse Co. does not warrant any weight of

ANGLIO-CAROLINA CORPORATION
Jefferson Square - Suite 900
Columbia, South Carolina 29201

reason.

material stored.

TOTAL CHARGES

PLEASE PAY THIS AMOUNT

HANDLING HANDLING

COPYRIGHT AMERICAN WAREHOUSEMEN'S ASSOCIATION

STORAGE

ANVOICE

BENDER WAREHOUSE COMPANY

P.O. BOX 4300 • PHONE: AREA CODE 702 - 323-2704 • TWX 910 - 395-7030 RENO, NEVADA 7:9505

MO. DAY YR.

GA-07-7

CAR INITIALS AND NUMBER

STORED IN WAREHOUSE NO.

			DELIVERING CAR	RICR		٠	
ITEM TOTAL			S	ORAGE	HANDLIN	O IN AND OU	
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			The Bender Warehouse Co. does no warrant any weight of material stored.	Ċ			
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ANGLO-CAROLINA CORPORATION Jefferson Square Suite 900 Columbia, South Carolina 29201

UNLOADING CHAPGES

COPYRIGHT AMERICAN WAREHOUSEMEN'S ASSOCIATION

TOTAL STORAGE

. Silver company

### November 21,1974

Bender Warehouse Co. 520 Evans Avenue Reno, Nevada

### Gentlemen:

The following list indicates serialized and sealed drums of ore and their respective weights being warehoused by Great American Silver Co., for Anglo-Carolina Corporation, in your facility.

I hereby certify that these weights are minimum figures and are properly assigned to the numbered barrels. The sixty-six barrels yield a total weight of 67,100 pounds. The barrels average a weight of 90 pounds each empty and yield a total empty weight of 5940 pounds. This produces a total ore weight of 61,160 pounds minimum.

Barrel	Weight (1bs)	Barrel	. •	Weight (lbs)
2563-01	885	2563-26	#3	1080
-02	940	-27		1110
-03	865	-28		1060
-04	935	-29		960
-05	870	-30		1015
-06 #W	1050	-31		975
-07	1025	-32		840
-08	1000	-33		840
-09	945	-34		875
-10	1040	-35		<b>10</b> 45
-11 -12 -13 -14 -15	1135 960 910 900 995	-36 -37 -38 -39 -40	#(4) ·	1070 955 1050 1115 1140
-16 #2.	850	-41	v(E)	1115
-17	1070	-42		1000
-18	1060	-43		895
-19	1115	-44		1115
-20	1095 (	-45		835
-21	1000	-46	#(S)	1030
-22	1150	-47		1080
-23 #3	1055	-48		1130
-24	1015	\*-49		1130
-25	1075	-50		1045

/ silver company

<u>Barrel</u>	Weisht (lbs)	<u>Barrel</u>	Weight (lbs)
2563-51	1055	2563-59	1095
-52	1055	-60	1045
-53	825	-61	1075
-54	#6 1135	-62	1040
-55	1020	-63	1085
-56	1030	-64	1065
-57	950	-65	1025
-58	1040	-66	1105

Respectfully		 _ •

Great American Silver Co

3862 Stewart Road • Doraville, Georgia 30340 • 404-451-8201 • TWX # 810-757-3663 , Atlanta • Philadelphia • Monte Carlo

# ro Engineering, Inc.



11748 Sandpoint Way, Seattle, Washington 98125, 206-362-5360 720 E. Glendale, Sparks, Nevada 89431, 702-358 5515 November 16, 1974

Anglo-Carolina Corporation
Jefferson Square
Suite 900 .
Columbia
South Carolina 29201

Certified Report Nuclear Affinity Analysis

Subject:

Seven Samples taken by Walter P. Lucich and Troy E. Becker for AERO ENGINEERING, INC. from seven full barrels, each of approximately 1,000 pounds, in a lot of seventy barrels, identified to us as owned by Great American Silver by lease and from the Big Apple Mine, upper gold vein, owned by Curtis-Nevada Mines.

These samples were taken at Sparks, Nevada on November 15, 1974.

Each barrel was opened and resealed after a uniform sample was taken.

Results: Nuclear Affinity Partial Analysis as follows:

Barrel No.	Percent Gold	Barrel No.	Percent Gold
	•		•
#2563-01	55.1%	#2563-11	52.4%
#2563-21	54.5%	#2563-31	56.6%
#2563-41	51.2%	#2563-51	55.2%
#2563-61	50.3%	,	•

No attempt was made to identify the other elements present.

The above percentages reflect the spectrum of the isotopes present of any given element, (these being stable, metastable and unstable forms). the recoverable percentages in stable metallic form will vary widely according to the disparate methods applied. Any of these methods, however, must include a system of stabilization designed and programmed for the particular isotopic configuration of each nuterial. Delivery of this certificate shall not impose any obligation on behalf of AERO \* ENGINEERING, INC. to extract the metallic values, or to disclose any or all of its systems or procedures.

AERO ENGINEERING, INC.

Troy A. Becker, Analyst R. In. Washington State License #262-03-32338

## FEDERAL BUREAU OF INVESTIGATION

6/9/75 Date\_\_\_\_

ру <u></u>	SA Date dictated 6/6/75  The summent contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;	_b6 _b7
On	6/2/75 ot Reno, Nevada File# LV 87-10741	
•		<del></del>
	furnished a copy of a letter which is attached hereto, which was dated February 18,1975, directed to him and signed by	b6 b7
• .	He stated he has legally notified all interested parties; has received no reply, and can legally sell the 66 barrels on June 3, 1975.	-
	stated that none of the 66 barrels have ever left his warehouse, and that no storage charges have ever been paid.	be b7
	a communication from  Crocker National Bank, 453 South Spring Street, Los Angeles, California, wherein stated he holds negotiable warehouse receipt number G-1, which is for barrel number 11, stored in the Bender Warehouse, as collateral to a loan on the books of his bank. He asked for verification that the barrel is stored by and the status of the storage charges.	b <sup>o</sup>
	Evans Avenue, furnished the following information:  By letter dated May 12, 1975, he received	
	Bender Warehouse, 520	b(
•		•

ended a particular and the

INCORPORATED.

1001 GREG • SPARKS, NEV. 89431 • PHONE: (702) 359-4533 FATED COMPANIES - U.S. Platinum Milling, Inc., U.S. Platin elining, Inc. U.S. Platinum Manufacturing Inc., U.S. Plating ples Inc. Marmae Mines, Inc., & Curtis Nevada Mines. Inc.

b7C

b7C

February 18, 1975

Bender Warehouse

2800 Dickerson Road

Reno, Nevada

Dear

This is a formal demand letter upon you putting you on notice that Great American Silver Co. and/or Anglo Carolina Corporation have placed in your warehouse sixtysix (66) barrels numbered 2563-01 through 2563-65 containing ore for which no consideration has been made to United States Platinum, Inc. or Curtis Hevada Mines, Inc.

Our counsel is commencing legal action and will obtain a court injunction against you should those barrels be released from your oustody without the emmessed written approval of either United States Platinum, Inc. or Curtis Mevada Mines. Inc.

We are, today, sending registered, return receipt request, demands to Great American Silver Co. and Anglo Carolina Corporation demanding the return of all fraudulent documents which have been issued in connection with this storage.

Ar a

b7C

Bender Warehouse February 13, 1975 Page 2

Since the sixty-six (66) barrels are the property of Curtis Nevada Nines, Inc. we respectively request you supply us with a list of storage charges which we hereby assume the responsibility for.

Would you please advise us of your intent to honor this request or notify us if anyone attempts to transfer those barrels other than the authorized owners of the barrels previously stated.

Sincerely,

UNITED	STATES	PLATINUM.	INC.
 <del>.</del>			

### FEDERAL BUREAU OF INVESTIGATION

6/9/75

LV 87-10741

Dato	
	÷
Bender Warehouse, 520 Evans Avenue, furnished the following information:	b6 b7
On December 12, 1974, Crocker National Bank, Santa Ana Office, 1230 North Main Street, Santa Ana, California, telephonically contacted him and informed his bank was taking barrel number 11 as collateral for a two million dollar loan it was making.	b6 b7
Barrel number 11 was included in the group of barrels deposited in Bender Warehouse by on November 21, 1974.	b6 .b70
Later on December 12, 1974, appeared at Bender Warehouse and obtained a negotiable warehouse receipt for barrel number 11, transferring same from the Anglo-Carolina Corporation of Columbia, South Carolina, to the account of the Great American Silver Company, 3862 Stewart Road, Atlanta, Georgia.	b6 b70
Copies of these documents were furnished by and are attached.	b6 b70
	;
	•
	•

Reno, Nevada

6/2/75

FIVE

### BENDER WAREHOUSE CO.

520 EVANS AVE. • P.O. BOX 4300 • RENO, NEVADA 89592
PHONE 323-2704
No. 05035

12/12/74 Customer's Order No... Anglo-Caroline Corp. Jefferson Squere Suite GOO Columbia, South Caroline 29201 WAREHOUSEM. INVOICED BY WITH-DRAWN X EIVED WEIGH 2.135 Sealed Durn #11 Receipt W-02 To be transfered to the acquat of Great American Silver Cob6. 3862 Stewart Rd. ₽57C -Atlanta, Ga. 30540. INDOMA LOCAL CUSTOMER PICKUP

CUSTOMER

G-1

# BENDER WAREHOUSE COMPANY P. O. BOX 4300 RENO, NEVADA 89510

Consecutive No. December 12, 1974

#1

Reno, Nevada

Great American Silver Co., 3862 Stewart Rd., Atlanta, Ga. 30340

**77 77** 

 $\mathbf{x}\mathbf{x}$ 

2563-11 1 Sealed Drum of Ore

This warehouse receipt covers rental of space only on rock alleged to be mineral bearing. The Bender Warehouse Co. shall maintain no insurance and accepts nor responsibility whatsoever for safe keeping or loss from any reason. The Bender Warehouse Co. does not warrant any weight of material stored.

5



### CRECKE PRIVATE DESIG

SANTA ANA OFFICE / 1230 NONTH MAIN STREET, SANTA ANA, CALIFORNIA 92701

December 13, 1974

Bender Warehouse Company 520 Evans Ave. Reno, Nevada	
Attn:	b6 . b7C
Dear	
This is further to our recent conversation in regard to the Sealed Drum of Ore, stored you for the Great American Silver Company.	l by
We enclose your Negotiable Warehouse received No. G-l to Great American Silver Co. endorse by them to and transferred by his order to our order.	
On 12-16-74, it is our understanding a representaive of Great American Silver, and will request of you acess to this certain Sealed Drum, No 2563-11, for the pur of the necessary samples to run an assey.	s b6
A representative of and our bank, Mr and and converged and make respectively, will also be present. You have permission, to allow this access only, researched drum, and hold it for our further disposand only on the instructions of the underside the warehouse receipt will be delivered to the latter is under our Bank Seal, a same is not intact, do not proceed further.	al sition, gned. Mr
Thank you for your assistance, and do not he to contact me for further explanation.	esitat
Sincerely yours.	b6 b7C
	· 1

### LV 87-10741

By communication dated June 16, 1975, the Columbia Division of the FBI made available the following information:

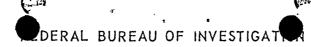
ь6 ь7с

b6 b7С

ь6 ь7С

On June 11, 1975, South Carolina Secretary of State's Office, advised that the Anglo-Carolina Corporation is a registered corporation in South Carolina, and the for that corporation is suite 1, 9th Floor, Jefferson Square, Columbia, South Carolina.
On June 13, 1975, a
in South Carolina, was interviewed
at his office at the above address.
stated that in June, 1974, his
daughter married a In August, 1974,
asked what was necessary in order
to set up a corporation in South Carolina.
stated that he explained the requirements to
and stated that he would handle the necessary paper
work for Anglo-
Carolina Corporation, and the corporation was chartered
in August, 1974. stated that the Anglo-
Carolina Corporation is a legal entity, with a charter,
bylaws, and naid-in canital stock

ζ.		
		٠
	until January 1975. stated that in January 1975, he and gave his share of the stocks to his grand-	
		•
	children.	
	stated that to his knowledge the purpose b6	
	stated that to his knowledge the purpose be the anglo-Carolina Corporation is "to advise and help produce by	
	financial support both from domestic and foreign lending institution further stated that he is actually very hazy as to the	12
•	operation of the Anglo-Carolina Corporation and does not know of	
	operation of the Anglo-Calollia Corporation and does not know of	9
	anything that it has ever actually done. He said that was knowledgeable in financial matters and it was his impression	
٠	that functioned as a for persons obtaining loans.	
•	stated that he was aware of barrels being be	٠.
-	stored in Nevada and it was his understanding that supposed 57	· ·
• .	had a claim on one or more due to the fact that the Great American	:
٠.	silver Company owed money to He stated that had	-
•	renounced any claims to any barrels because there were too many	
	claims and counterclaims re the barrels.  b6  b7  b7  b7  b7  b8  b8  b8  b8  b8  b8	
•	stated that to his knowledge has talked	
: •	with the FBI on numerous occasions and was possibly going to be a	٠ -:
	With a figure of the second control of the s	
		Ş
-	stated that   current address is   00	
•	Georgia, telephone	Ċ
ì		-



contacted concerning JOHN MC ALLASTER, and associates, doing business as Marmac Mines. Aero Engineering, Curtis Nevada Mines, and U.S. Platinum. advised as follows:  He lives in and had a and friend named Either wife is related to JOHN MC ALLASTER's daughter by some unknown relationship. had been speaking to about making an investment in a mining venture. was convinced about making money in this mining venture and quit his job, moving to Sparks, Nevada, to work in a mine by that is Marmac Mines.  Called up and advised that was attempting to raise money in a related mining venture and asked if he was interested. was advised that a get-together would be held at the home of mother-in-law, and went to the meeting and met and JOHN MC ALLASTER, as well as MC ALLASTER's son or son-in-law.  At this meeting, told everyone that he had advised everyone that he had a secret process with which to extract mineral from ore. advised everyone that he needed money to buy a computer-controlled furnace of some kind. showed a jar of what he called "platinum salts" or something like that, which advised was the ore before the final stages of becoming pure platinum.  Was very careful not to accept any money from anyone, but advised that if anyone at the meeting was interested in investing, contact should be made with a Reno attorney named LESLIE FRYE, and that FRYE would handle the investment.		Date of transcription $6/5/75$
contacted concerning associates, doing business as Marmac Mines. Aero Engineering, Curtis Nevada Mines, and U.S. Platinum. advised as follows:  He lives in and had a and friend named Either wife is related to JOHN MC ALLASTER's daughter by some unknown relationship. had been speaking to about making an investment in a mining venture. was convinced about making money in this mining venture and quit his job, moving to Sparks, Nevada, to work in a mine by that is Marmac Mines.  Called up and advised that was attempting to raise money in a related mining venture and asked if he was interested. was advised that a get-together would be held at the home of mother-in-law, and went to the meeting and JOHN MC ALLASTER, as well as MC ALLASTER's son or son-in-law.  At this meeting, told everyone that he had advised everyone that he had a secret process with which to extract mineral from ore. advised everyone that he needed money to buy a computer-controlled furnace of some kind. showed a jar of what he called "platinum salts" or something like that, which advised was the ore before the final stages of becoming pure platinum.  Was very careful not to accept any money from anyone, but advised that if anyone at the meeting was interested in investing, contact should be made with a Reno attorney named LESLIE FRYE, and that FRYE would handle the investment.		
friend named   Either   wife is related to JOHN MC ALLASTER's daughter by some unknown relationship.   had been speaking to   about making an investment in a mining venture.   was convinced about making money in this mining venture and quit his job, moving to Sparks, Nevada, to work in a mine   by   that is Marmac Mines.    called   up and advised   that   was attempting to raise money in a related mining venture and asked   if he was interested.   was advised that a get-together would be held at the home of   mother-in-law, and   went to the meeting and met   and JOHN MC ALLASTER, as well as   MC ALLASTER's son or son-in-law.    At this meeting,   told everyone that he had   that he wanted to extract platinum from.   advised everyone that he needed money to buy a computer-controlled furnace of some kind.   showed a jar of what he called "platinum salts" or something like that, which   advised was the ore before the final stages of becoming pure platinum.   was very careful not to accept any money from anyone, but advised that if anyone at the meeting was interested in investing, contact should be made with a Reno attorney named LESLIE FRYE, and that FRYE would handle the investment.	associ Curtis	ted concerning JOHN MC ALLASTER, and ates, doing business as Marmac Mines. Aero Engineering, Nevada Mines, and U.S. Platinum. advised
was attempting to raise money in a related mining venture and asked if he was interested.  was advised that a get-together would be held at the home of mother-in-law, and went to the meeting and met and JOHN MC ALLASTER, as well as MC ALLASTER's son or son-in-law.  At this meeting, told everyone that he had that he wanted to extract platinum from. advised everyone that he had a secret process with which to extract mineral from ore. advised everyone that he needed money to buy a computer-controlled furnace of some kind. showed a jar of what he called "platinum salts" or something like that, which advised was the ore before the final stages of becoming pure platinum.  was very careful not to accept any money from anyone, but advised that if anyone at the meeting was interested in investing, contact should be made with a Reno attorney named LESLIE FRYE, and that FRÆ would handle the investment.	is rel relati making vinced his jo	named Either wife ated to JOHN MC ALLASTER's daughter by some unknown onship. had been speaking to about an investment in a mining venture. was conabout making money in this mining venture and quit b, moving to Sparks, Nevada, to work in a mine
advised everyone that he had a secret process with which to extract mineral from ore. advised everyone that he needed money to buy a computer-controlled furnace of some kind. showed a jar of what he called "platinum salts" or something like that, which advised was the ore before the final stages of becoming pure platinum.  was very careful not to accept any money from anyone, but advised that if anyone at the meeting was interested in investing, contact should be made with a Reno attorney named LESLIE FRYE, and that FRYE would handle the investment.	was ac of and me	was attempting to raise money in a related mining re and asked if he was interested. I wised that a get-together would be held at the home mother-in-law, and went to the meeting and JOHN MC ALLASTER, as well as
from anyone, but advised that if anyone at the meeting was interested in investing, contact should be made with a Reno attorney named LESLIE FRYE, and that FRYE would handle the investment.	to ext he nee kind. salts'	that he wanted to extract platinum from.  ded everyone that he had a secret process with which exact mineral from ore.  advised everyone that edd money to buy a computer-controlled furnace of some showed a jar of what he called "platinum" or something like that, which advised was the
advised that he invested in the mining	was ir a Reno	nyone, but advised that if anyone at the meeting atterested in investing, contact should be made with attorney named LESLIE FRYE, and that FRYE would
		advised that he invested in the mining
wed on 5/30/75 of San Francisco, California File # SF 87-35977	wed on	

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is lonned to your agency; it and its contents are not to be distributed outside your agency.

2	
SF 87-35977/sjc	b6 b70
venture because of involvement in the mine.  assumed that if was in on it, the venture was legitimate. advised that he invested \$1,000 strictly as a gamble and did not think he would make any money out of it.	ъ6 ъ70
advised that was the of Marmac Mines, and that was the of Curtis Nevada Mines.	ъ6 ъ70
advised that there were approximately 20 people at the sales meeting mentioned above.	ъ6 ъ70
advised that he sent \$1.000 to LESLIE FRYE as his investment in Marmac Mines. advised that the second week in February. 1973. he received a stock certificate from FRYE, through	ь6 b70
went to a convention in May, 1974, in Sparks, Nevada. An individual at the opening meeting was named BILL NEWBERG. advised that NEWBERG told everyone he was a former vice president of Chrysler Motors. NEWBERG advised everyone at the meeting, approximately 7 or 8 investors and 20 other relatives, that his end of the operation was to find some way to invest "all this fabulous money we were going to make." NEWBERG talked of starting banks with the money made and "lended certain amount of credibility to the thing."	b6 ъ70
a meeting on June 17 in Sparks, Nevada, and planned to attend. has not received any money or divident from Marmac Mines, and has not contacted Marmac Mines in an effort to obtain his investment back.	ь6 ь70
advised that some individuals bought stocks from Eureka Trust, a group of individuals who got together and purchased stocks from Marmac and Curtis Nevada Mines through the trust.	ь6 ь70

87-35977 sjc b6 b7C advised that an individual at the State b6 Department of Corporations named \_\_\_\_\_\_ telephone had been in contact with him and questioned b7C him concerning Marmac Mines. produced a folder with all his corresb6 pondence with Marmac Mines and related matters, and made b7C the entire file available to the FBI to be duplicated by the FBI concerning the pending investigation. advised he would contact the FBI upon b6 returning from the investors convention if any information b7C comes to his attention.

LV 87=10741

made available miscellaneous papers reproduced from his files on captioned individuals which are attached hereto.

b6 b7C The Board of Directors of Curtis Nevada Mines, Inc., Marmac Mines, Inc., & U. S. Platinum, Inc.

# Gentlemen:

You and each of you, please take notice that the undersigned shareholders of Curtis Nevada Mines, Inc. and Marmac Mines, Inc., through their attorney, herewith bring demand upon you at your office, as directors of Curtis Nevada Mines, Inc., Marmac Mines, Inc., and U. S. Platinum, Inc., to make available to auditors and attorneys of the undersigned shareholders of Curtis Nevada Mines, Inc., and Marmac Mines, Inc., all books, records, correspondence, and contracts of said corporations and U. S. Platinum, Inc., and to institute immediately appropriate legal proceedings and John McAllaster for committing fraud, mismanagement, waste, ultra vires, breach of their fiduciary duty and negligence with respect to the above named corporations, and | Leslie <u>Frv, Esqui</u>re, requiring said John McAllaster, Marcella McAllaster, and to place their common stock of Marmac Mines, Inc., and Curtis Nevada Mines, inc., in a voting trust to be trusted by representatives designated by the plantiffs in the attached complaint.

of directors to exact restitution against the above responsible individuals, suite will be instituted by the undersigned shareholders on behalf Curtis Nevada Mines, Inc., and Marmac, Mines, Inc.

Mines, Inc. The shareholders of Curtis Nevada Mines, Inc. and Marmac

By

By

By

By

b6 b7C

LAW OFFICES

COUNSELOR AND ATTORNEY AT LAW

SAN FRANCISCO, CALIFORNIA 94104
TELEPHONE (415) 788-888

February 25, 1975.

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Leslie Fry, Esquire Fry and Fry P. O. Box 2756 Reno, Nevada 89505

Dear Mr. Fry:

You have requested that I set forth the Curtis Nevada Mines, Inc. and Marmac Mines, Inc. shareholders' demands, as an alternative to a lawsuit:

They require a ten-year voting trust be established
which would include all of the common stock of the above-named
corporations held by the defendants in the complaint that was
previously tendered to you. All dividends payable will accrue
to the true shareholders (Messrs. et al). My clients
will agree to give Messrs. 2 of 5 repre-
sentatives on each board of directors. Moreover,
will be granted five-year employment contracts at a
reasonable rate of compensation. The new boards of directors
will elect a manager-controller.

You must give me an answer on this matter by February 27 or I am compelled by the stockholders to file the lawsuit that day as I am leaving for the East on that date.

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1 COUNSELOR AND ATTORNEY AT LAW 2 235 MONTGOMERY STREET SAN FRANCISCO, CALIFORNIA 94104 TELEPHONE (418) 788.5888 3 Attorney for Plaintiffs 5 6 UNITED STATES DISTRICT COURT 9 NORTHERN DISTRICT OF CALIFORNIA 10 CASE NUMBER 11 12 13 ) SHAREHOLDERS ' 14 COMPLAINT FOR RECISSION AND 15 INJUNCTION FOR VIOLATIONS OF FED 16 ERAL SECURITIES LAWS, VIOLATIONS 17 OF CALIFORNIA )SECURITIES LAWS, 18 CORPORATE DERIVItive actions FOR 19 ) NEGLIGENCE, FRAUD, WASTE, 20 ) MISMANAGEMENT, )ULTRA VIRES, 21 BREACH OF FIDUCI-ARY DUTY, RULE 22 )10b-5 AND FOR AN ACCOUNTING. 23 24 Jury Trial Demanded 25 26 27 28 29 30 31 32

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PRIESS
DON LOVERSO,
Plaintiffs,
vs.
JOHN W. MCALLASTER,
LESLIE FRY, CURTIS NEVADA MINES, INC., MARMAC MINES, INC., and U.S. PLATINUM, INC.
Defendants,

For a complaint against defendants, and each of them, plaintiffs allege:

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#### COUNT ONE

<u>VIOLATIONS OF FEDERAL SECURITIES LAWS</u>-Section 12(1) of the Securities Act of 1933

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#### Jurisdiction and Venue

- 1. The court has jurisdiction of this action under Section 22(a) of the Securities Act of 1933, as amended, and Section 27 of the Securities Exchange Act of 1934.
- 2. The acts and transactions constituting the violations alleged herein have occurred within the jurisdiction of the United States District Court of the Northern District of California and elsewhere.
- 3. Defendants have engaged and are about to engage in acts and practices which constitute violations of Sections 5 and 17(a) of the Securities Act of 1933, as amended, and Section 10(b) of the Securities Exchange Act of 1934, as amended and Rule 10b-5 thereunder.

5. Plaintiffs bring this action to enjoin such acts and practices. The defendants will, unless restrained and enjoined, continue to engage in the acts and practices set forth in this complaint and in acts and practices of similar purport and object.

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# Parties

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# <u>Plainti£fs</u>

The following plaintiffs purchased the designated amount of the common stock of CURTIS NEVADA MINES, INC. on the designated dates, pursuant to a public offering:

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18 .	NAME •	NUMBER OF SHARES	• AMOUNT PAID
19	•		
20	. Mine Properties Investo	rs IV 500	\$ 10,000
20		7,500	75,000
21		<u> </u>	
. 22	Don and	6,000	• •
1	Conrad and	<del>-</del> .	• .
23		10,850	
. 24			•
. [		1,550	
25		· ·	•
26		. 100	
		50	1,000
27		}	•
28	] ]	675	13,500
29	<u>[</u>		*
		500	
30			•
31		25 :	500
32		50	1,000

3	NAME	NUMBER OF SHARES	AMOUNT PAID
2		150	\$ 3,000
3		90	1,800
4		250	5,000
5		250	5,000
6		300	6,000
7			
8		125	2,500
9		125	2,500
10		700	, 14,000
11		125	2,500
12		250	5,000
13		100	2,000
14		450	9,000
15		50,	1,000
16		150	3,000
17		50	1,000
18		650	13,000
19		300	6,000
20		500	10,000
21		75	1,500
22		175	3,500
2.3		50	1,000
24	i i	75	1,500
25		200	4,000
26	,		
23	,	500	10,000
2:	•	350	7,000
3	9	250	5,000
1	<b>14</b>	300	6,000
•	ts	150	3,000
	is	100	. 2,000
		150	3,000
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NAME	NUMBER OF SHARES	AMOUNT PAIL	
	.200	4,000	
	, 100	. 2,000	
	250	5,000	
	. 250	5,000	
	250	5,000	
	. 50	1,000	
	50	1,000	
	190	3,800	
	610	12,200	
	50	1,000	
	250	5,000	

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7. The following plaintiffs purchased the designated amounts of the common stock of MARMAC MINES, INC., on the designated dates, pursuant to a public offering commencing in November 1973:

NAME :	NUMBER OF SHARES	AMOUNT PAID
	50	1,000
	200	2,000
	1,000	10,000
	200	2,000
	50	500
	350	7,000
	50	1,000
	100	1,000
	200	2,000
	150	1,500
	400 ·	4,000

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NAME		NUMBER OF SHARES	-		AMOUNT PAID	
3	:	<u>1</u> 00	· i		1,000	
4		100	•		2,000	[-
5	'	100	•		2,000	ľ
6	; ;	760	!		7,600	
7	; `	500		i	5,000	
8	;	100	}	:	1,000	
9		50	į.	;	500	
10		250	•		2,500	
11		300			6,000	
12	: :		.,			
13		250			5,000	
14	[	100			1,000	
15		200		İ	2,000	
16		500	4		5,000	
17		300			3,000	
18		100			1,000	
19	j,		. , į			
20		550			5,500	
21		100	. !		1,000	
22		400			4,000	
23		1,000		ļ	10,000	
24		1,000	`. · `.	Ì	10,000	
25		250		į	5,000	.  -
26		250	,		5,000	
27	:	1,000			10,000	-
28 29	li	500			5,000	
10		400			4,000	
21	l)	300			3,000	1
33		50			1,000 7,000	
	<del></del> -  .	350			1 ,,000	
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in.	NAME		NUMBER OF	, WOONL BYID	
. 2	,		SHARES	-	
. 3			i.		
4	<u> </u>		300	3,000	
5			100	1 000	
6			100	1,000	
7			100	2,000	
8			150	1,500	
9			300	3,000	
10		.			;
.11			1,000	10,000	
12			50	500	
13			50	500	
. 14			100	1,000	
15 16		ŀ	200	2,000	
17			100	1,000	
18		<del></del> _	200	2,000	
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#### Defendants

MARMAC MINES, INC. ("MARMAC") 8. CURTIS NEVADA MINES, INC. ("CURTIS NEVADA") U.S. PLATINUM, INC. (" PLATINUM")

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JOHN W. MCALLASTER ("MCALLASTER")

LESLIE FRY, ESQUIRE "(FRY")

MARCELLA MCALLASTER

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The above defendants are herein collectively referred to as ("defendants") while the above defendant corporations are herein referred to as ("defendant corporations").

## Violations Charged

Defendants by making common stock offerings to the public without meeting the registration requirements of the Securities Act of 1933 ("the Act") have violated Section 12(1) of the Securities Act of 1933. From November, 1973 to April of 1974, within the Northern District of California, and elsewhere, defendants singly and in concert, offered for sale in a public offering common stock of MARMAC and CURTIS NEVADA by directly and indirectly making use of instruments of transportation and communication in interstate commerce, including the mails, and later delivered said securities through the mails. Said defendants attempted to circumvent the provisions of the Securities Act of 1933 by selling part of said common stock to two trusts, the Eureka Trust and the Liberty Trust. Said trusts had over one hundred (100) beneficial shareholders.

# Effect of Violations Charged

10. By reason of the foregoing defendants singly and in concert violated Section 12(1) of the Securities Act of 1933.

#### COUNT TWO

FURTHER VIOLATIONS OF FEDERAL SECURITIES LAWS-Section 17 of the Act, Section 10 of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder

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#### Jurisdiction and Venue

11. Plaintiffs' Count Two arises in part out of the same facts alleged in support of Count One above. Since this court has jurisdiction, as hereinabove alleged in Count One, it likewise has jurisdiction to hear and determine Count Two.

II

#### Parties

12. Plaintiffs reallege and incorporate by reference all the allegations of paragraph II of Count One.

III

# Violations Charged

herein all of the allegations contained in Count One. From
April, 1969 to a date presently unknown to plaintiffs, within
the Northern District of California and elsewhere, defendants,
and each of them, singly and in concert, directly and
indirectly, in the offer and sale of the securities described
in Count One, by use of the means and instruments of transportation
and communication in interstate commerce, and by use of the mails,
directly and indirectly violated Section 17 of the Act and
Section 10 and Rule 10b-5 of the Securities Exchange Act of
1934 in that they:

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Defendant then represented to plaintiffs that all that was needed to make metals in commercial quantities was a chemical refinery to bring concentrates to crystals. Said refinery was provided with shareholder funds in the amount of approximately \$450,000 but to date no precious metals in commercial quantities have been produced;

Defendant represented to plaintiffs that with his process he could produce platinum in commercial quantities at \$5 per ounce, while it cost his competitors \$70 per ounce. To date no platinum has been produced in commercial quantities.

Defendant represented that defendant corporations had exclusive rights to a process to extract precious metals from noncommercial ore.

#### Effect of Violations Charged

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By reason of the foregoing, defendants, singly and in concert, violated Section 17 of the Act, and Section 10 of the Securities and Exchange Act of 1934 and Rule 10b-5 thereunder, causing damage to the plaintiffs.

#### COUNT THREE

VIOLATIONS OF STATE SECURITIES LAWS-California Corporations Code Sections 25110 and 25401

#### Jurisdiction and Venue

15.

Plaintiffs' Count Three arises out of the same facts alleged in support of Counts One and Two herein and is pendent and ancillary thereto. Since this court has jurisdiction, as hereinabove alleged in Count One, it likewise has jurisdiction to hear and determine Count Three.

II

#### Parties

Plaintiffs reallege and incorporate herein by 16. reference the allegations of paragraph II of Count One.

III

# Violations Charged

17. Plaintiffs reallege and incorporate herein by reference the allegations of Counts One and Two herein.

#### Effect of Violations Charged

By reason of the foregoing defendants, singly 18. and in concert, violated Sections 25110 and 25401 of the California Corporations Code, 'causing damage to plaintiffs.

# DERIVITIVE ACTIONS

Plaintiffs were shareholders at the time of the transactions of which they complain, or their shares thereafter devolved on them by operation of law, and this action is not a collusive one to confer jurisdiction on a court of the United States which it would not otherwise have. Plaintiffs met with members of the Boards of Directors of defendant corporations and submitted to them the demand letter attached hereto and attempted to negotiate with respect to it, to no avail.

COUNT FOUR

#### CORPORATE MISMANAGEMENT

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#### Jurisdiction and Venue

19. Plaintiffs' Count Four arises out of the same facts alleged in support of Counts One.through Three herein, and is pendent and ancillary thereto. Since this court has jurisdiction as hereinabove alleged in paragraph I of Count One, it likewise has jurisdiction to hear and determine Count Four.

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20. Plaintiffs reallege and incorporate herein by reference the allegations of paragraph II of Count Onc.

III

# Violations Charged

experience was as a

21. Defendant has used defendant corporations'
Board of Directors as a rubber stamp to ratify and approve his actions.

The defendants have hired unexperienced persons. For example, they hired, at substantial corporate expense, one

as a man whose sole experience had been as a Defendants also hired as a woman whose sole.

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2	entered into an agreement with Anacardia,a gold brokerage firm
3 .	in Switzerland, to sell to it gold. The above mentioned
4	travelled to Europe, unauthorized
5	by the Board of Directors, a number of times and then without
6	authorization of the Board of Directors, shipped to Anacardia
7	iridium, platinum and paladium salts, and not gold. Plaintiffs
8	allege on information and belief that the iridium, platinum
9	and paladium have for some reason unknown, not been received by
10	Anacardia.
11	Defendant has established for defendant
12	corporations refineries at three separate locations to falsely
13	purport an image of grandioseness to shareholders and future
14	shareholders.
15	Defendant placed defendant corporations in
16	jeopardy by paying
17	their salaries in the form of a loan, so that no income tax
18	would have to be paid by said employees.
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20	Effect of Violations Charged
21	22. By reason of the foregoing defendants, singly
22	and in concert, caused damge to defendant corporations.
23	COUNT FIVE
24	CORPORATE WASTE
25	I
26	Jurisdiction and Venue
27	23. Plaintiffs' Count Five arises in part out of
28	the same facts alleged in support of Counts One through Four
29	herein, and is pendent and ancillary thereto. Since this court
30	has jurisdiction, as hereinabove alleged in Count One, it like-
31	wise has jurisdiction to hear and determine Count Five.

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reference the allegations of paragraph II of Count One.

24. Plaintiffs reallege and incorporate herein by

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Violations Charged 25. Plaintiffs reallege and incorporate by reference the allegations of Count Five. Defendants have comingled defendant corporations funds with each other and with their own funds. Defendant has pledged for cash, substantial assets of defendant corporations such as a refinery and iridium, without Board of Directors approval. Defendants acquired two new Chevrolet Blazer and two new Coot vehicles, that have not been used for any of defendant corporations but rather one of such automobiles was given by to a nephew for personal use. leased and/or acquired one new Defendants Cadillac and one new Mark IV Lincoln automobiles for personal

Defendant \_\_\_\_\_\_ established a multiplicity of corporations at a time when no revenues had been earned by any of defendant corporations and there was no need at the time for said corporations, and did so in an attempt to imply grandioseness to shareholders and future shareholders.

Based on information and belief, defendant \_\_\_\_\_\_

chartered a DC 8 airplane at a cost of approximately \$50,000 to fly iridium, platinum and paladium salts to Switzerland at a time when no revenues had been earned by the defendant corporations and commercial shipping was much less expensive.

Defendant has constructed an elaborate suite

1	of offices at a cost in excess of \$105,000 when no revenues
2	have been earned by deendant corporations and adequate fice
3	space exists and at a time when .U. S. Platinum's subsidiary was in
4	default on payments on its mill site, the life blood of the
5	corporate operations.
· 6	Based on information and belief, defendant
7	plans to acquire fish for an elaborate aquarium from corporate
8	funds at a cost of \$2,200.
9	Defendant at a cost in excess of \$3,000, had
10	a New Year's Eve party, for all corporate personnel, attended by
11	"Boob Tube Review" at a time when defendant corporations
12	were in such a poor cash position they were being forced to borrow
13	\$27,000 in short term funds to meet their payroll, were behind in
14	their mill payments and were soon to have their utilities shut
15	off.
16	Defendant has employed up to twenty-eight guards
17	to guard a substance that has no substantial value.
18	Defendant has expended over twenty thousand
19	dollars on lie detector tests, tapes, cameras and recording devices,
20	on corporate premises and in his home, as well.
21	Defendant hired a nephew as
22	His experience was in
23 /	Defendant has purchased with corporate funds
24	personal items such as cameras, subscriptions to book clubs, food
25	and has employed maids for his home.
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27	Effect of Violations Charged
28	26. By reason of the foregoing defendants singly and
29	in concert, caused damage to defendant corporations.
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# COUNT SIX

#### ULTRA VIRES

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#### Jurisdiction and Venue

27. Plaintiffs' Count Six arises in part out of the same facts alleged in support of Counts One through Five herein, and is pendent and ancillary thereto. Since this court has jurisdiction, as hereinabove alleged in Count One, it likewise has jurisdiction to hear and determine Count Six.

#### II

#### Parties

28. Plaintiffs reallege and incorporate herein by reference the allegations of paragraph II of Count One.

#### III

# Violations Charged

29. Plaintiffs reallege and incorporate herein by reference the allegations of Counts Four and Five.

In addition, defendant has acted ultra vires in his role as officer of the defendant corporations in usurping the function of the boards of directors, by carrying out corporate

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20 acts without approval of the boards of directors, or after-the 21 fact blanket ratification by the board of directors. Specifically,

key personnel were hired and salaries were set without board of

director approval. Directors who dissented were forced to resign.

Moreover, although the boards of directors agreed to have a meeting each month, only three meetings were called by defendant

in the last nine months.

# Effect of Violations Charged

30. By reason of the foregoing, defendants singly and in concert caused damage to defendant corporations.

#### COUNT SEVEN

# BREACH OF FIDUCIARY DUTY OF DIRECTORS AND OFFICERS

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#### Jurisdiction and Venue

31. Plaintiffs Count Seven arises out of the same facts alleged in support of Count One herein, and is pendent and ancillary thereto. Since this court has jurisdiction, as hereinabove alleged in Count One, it likewise has jurisdiction to hear and determine Count Seven.

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#### Parties

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32. Plaintiffs reallege and incorporate herein by reference the allegations of paragraph II, of Count One.

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Based on information and belief, defendants

#### Violations Charged

exercised their dominant influence on the board of directors of defendant corporations to have corporate funds used to purchase outstanding common stock for their own accounts to give them a more favorable control position for less than adequate consideration.

IV

#### Effect of Violations Charged

34. By reason of the foregoing, defendants singly and in concert, caused damage to defendant corporations.

#### COUNT EIGHT

SECTION 10 of THE SECURITIES EXCHANGE ACT OF 1934 AND RULE 10b-5

# THEREUNDER

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# Jurisdiction and Venue

35. Plaintiffs' Count Eight arises in part out of the same facts alleged in support of Count One above. Since this court has jurisdiction, as hereinabove alleged in Count

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One, it likewise has jurisdiction to hear and determine Count Eight.

II

#### Parties

 36. Plaintiffs reallage and incorporate by reference the allegations of paragraph II of Count One.

III

#### Violations Charged

37. Plaintiffs reallege and incorporate by reference herein all of the allegations contained in Counts One through Seven.

IV

## Effect of Violations Charged

38. By reason of the foregoing, defendants singly and in concert, violated Section 10 of the Securities and Exchange Act of 1934 and Rule 10b-5 thereunder, causing damage to defendant corporations.

COUNT NINE

#### NEGLIGENCE

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#### Jurisdiction and Venue

39. Plaintiffs' Count Nine arises out of the same facts alleged in support of Counts One through Eight herein and is pendent and ancillary thereto. Since this court has jurisdiction as hereinabove alleged in Count One, it likewise has jurisdiction to hear and determine Count Nine.

II

#### <u>Parties</u>

40. Plaintiffs reallage and incorporate by reference all of the allegations of Count One.

# Violations Charged

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41. Defendants breached their

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duty to defendants by failing to exercise reasonable care in managing the business of defendant corporations and their subsidiaries.

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#### Effect of Violations Charged

42. By reason of the foregoing defendants singly and in concert caused damage to defendant corporations.

WHEREFORE, plaintiffs pray judgment as hereinafter set forth:

1. A preliminary injunction and final judgment restraining and enjoining the defendants

Curtis Nevada Mines, Inc. and Marmac Mines, Inc., their officers, directors, subsidiaries, affiliates, agents, servants, employees, successors, attorneys and assigns, and all persons acting in concert or participation with them, and each of them, from directly or indirectly:

- A. making use of any means or instruments of transporation or communication in interstate commerce or of the mails to offer to sell, through the use or medium of any prospectus or otherwise, securities, unless or until a registration statement has been filed with the Securities and Exchange Commission as to such securities;
- B. engaging in any act, practice or course of business which operate or would operate as a fraud or deceit upon any person or employing any device, scheme or artifice to defraud including, but not limited to; (a) selling said securities to investors on the basis of false and misleading information, including false and materially misleading projections, physical descriptions of assets; (b) distributing to the holders

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of said securities false and materially misleading information, including information relating to the operations, profitability, equity value, and legal status of the assets represented by said securities, and (c) commingling and converting investors' monies;

C. from not keeping true, accurate and current books

- and records, such as: (a) journals or summary journals; (b) general and auxiliary ledgers reflecting (i) assets (ii) liabilities (iii) reserve (iv) capital, and (v) income and expense accounts; (vi)checkbooks, bank statements, cancelled checks and cash reconciliations, (vii) trial balances, financial state
  - pledging corporate assets
- For recission with respect to Count One and the return of
- For recission with respect to Count Two and the
- For recission with respect to Count Three and 4. the return of
  - For judgment on Count Four in the sum of
  - For judgment on Count Five in the sum of
  - For judgment on Count Six in the sum of 7.
  - For judgment on Count Seven in the sum of 8.
  - For judgment on Count Eight in the sum of
  - For judgment on Count Nine in the sum of 10.
- That plaintiffs be awarded interest at the legal 11. rate on all sums found to be due.

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12. For costs of suit including reasonable attorneys

13.	The court order that the stock of
	John McAllaster, Leslie Fry, Marcella McAllaster,
	in Curtis Novada Mines. Inc. and

fees.

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 Marmac Mines, Inc. be placed in a voting trust, the trustees of which to be the plaintiffs, to be represented by a committee approved by the Securities and Exchange Commission.

- 14. That the court order the defendants to divulge under a protective order the "process" owned by defendant corporations wherein precious metals are extracted from non-commercial ore.
- 15. That plaintiffs' representatives be permitted to inspect all books, records, contracts and correspondence of all defendants.
- jointly and severally liable for dissipation of defendant corporation's assets and be ordered to make restitution for all corporate losses sustained thereby.
- 17. That a meeting of shareholders of defendant corporations be ordered to vote new boards of directors of said corporations.
- 18. That the new boards of directors shall hold a meeting to elect new officers.
- custody, control and possession of all of the funds, property, premises and other assets of or in the possession or under the control of the defendant corporations with full power to sue for, collect, receive, and take into possession all goods, chattels, lands, rights, credits, monies, effects, books and records and any other papers of said defendants and of investors whose monies or other assets are now held or under the control

of the defendants; to conserve, hold and manage all such assets, pending further order of this court, in order to prevent irreparable loss, damage and injury to investors, to conserve and prevent further withdrawal and misapplication of funds entrusted to any of the defendants; to obtain an accounting thereof; to determine, adjust and protect the interests of the hundred public investors whose investments have been entrusted to the defendants; and to prevent further violations by the defendants.

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 20. To engage and employ accountants, investigators and other experts to audit and investigate the books, records and accounts of said defendants and to locate, evaluate the assets of the defendant corporations and to submit suitable reports of such audit and evaluation with the appointment of such accountants and experts and the nature of their compensation subject to the approval of the court;

21. To resist and defend all actions, claims and demands which may now be pending or which may be brought or asserted against the defendant corporations.

22. To undertake an independent inquiry and investigation into the financial condition of the defendant corporations.

23. That \_\_\_\_\_ be permanently enjoined as president and treasurer of defendant corporations.

24. For such other relief as may be just.

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Attorney for Plaintiffs

b6 b7C JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, plaintiffs hereby demand a trial by jury of all issues herein triable of right by a jury.

DATED:	
San Francisco,	California

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	Attorney	for	Pla	inti	££	

b6 b7C Plaintiffs have informed the Boards of Directors of the desired actions in writing pursuant to California Corporations Code, \$834 and the Boards of Directors have not responded.

# VERIFICATION

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2	· :
3	I,, am the Plaintiff in
4	the above-entitled action: I have read the foregoing complaint
5	and know the contents thereof. The same is true of my own
6	knowledge, except as to those matters which are therein alleged
7	on information and belief, and as to those matters, I believe to
8	be true.
9	. I declare under penalty of perjury that the foregoing is
10	true and correct and that this declaration was executed on
11	, 19, at
12	California.
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By communication dated November 25, 1974,

Attorney, United States Department of
Justice, Washington, D.C., furnished to United States
Attorney

the attached documents
received from the Office of Domestic Gold and Silver
Operations, U.S. Treasury Department, concerning this
matter.

Date: December 11, 1973

# OFFICE OF DOMESTIC GOLD AND SILVER OPERATIONS

Report: Field	Subject:			
Ву:	Curtis Nevada Mines 5690 Ambrose Drive Reno, Nevada 89502			
Approved:	Date Visited: 10/1/73			
Copies:	License No. Special Authorization (Expires 3/31/74)			
	Principals: Interviewed:			

Page 1 of 3

# Synopsis:

Examination made by No processing of ores being conducted nor does the company have the necessary equipment for the processing operation due to the lack of funds. Company does want to sell any of their high grade concentrates for needed funds. Gold content of high grade ores appear to be extremely exaggerated. Company appears to be a confidence scheme type operation. Recommend their authorization be allowed to expire.

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# Curtis Nevada Mines

A raview of our files shows that on May 16, 1972 Curtis Nevada Mines, Inc. was issued a temporary TGL-13 license in the amount of 1,500 ounces which was allowed to expire August 31, 1973. On August 21, 1973 the company was issued special authorization to melt and treat gold, etc. containing no restriction on the amount of gold that can be held at one time. As a condition of this authorization, it is required to submit monthly reports on their gold activities, which are being submitted.

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On October 1, 1973 a visit was made by Messrs. to  Curtis Nevada Mines, Inc. and we interviewed corporation.
The company's operations are conducted at 3046 Mill St., which is a ware- house garage type building attached to others located in a commercial area cutside the downtown area of Reno. One induction furnace used for ex- perimental work was observed on the premises. The company had no other equipment for processing gold.
stated that the company has four thousand pounds of gold concentrates which assays show a 69% gold content, based on assay reports received from Aero Engineering, Inc. and signed by Troy E. Becker. Mr. Becker is mentioned in our files in connection with numerous con operations, 17 barrals containing what appeared to be concentrates were observed on the premises. Due to the lack of funds the company is unable to purchase equipment for processing the concentrates. claims he has refused a \$5 million dollar offer from for the purchase for the company because he could make three times the amount shortly after operations commence. He stated they would not consider selling some of the concentrates to other refiners because other assay reports state a 15% gold content which would reflect a large loss to Within the next 90 days the company expects to be producing 5,000 ounces of gold a week.  Receipts of gold ores are from a mine claim owned by located in Sorthern California. The ores are said to be transported to a mill owned by the company which is located nearby.
Assay reports received from Enoch Metals and signed by stated a 5 to 17 percent gold content. stated that the analysis of the reports was far below the expected 60% gold content. He further stated that he had made a test the previous week which showed expected recoveries of over 5,000 ounces of gold per ton and over 1,000 ounces of platinum per ton.

Curtis Nevada Mines

In August, 1973 the company entered into an agreement with
Huntington Beach, California to mine, transport
and refine gold ores recovered from mine
who does not have a license is to process into retort sponge a minimum
of 30 tons of ore per month. will do the final refining
and sell the gold. Will receive forty percent of the net
proceeds.
On the June, 1973 gold report the company reported a disposition of 22 ounces of gold shipped to Delta Refining in Vancouver, B.C. for testing stated that Delta made no recovery of gold from the shipment.
Reported inventory (6/30/73) of 35 ounces is in the form of cupel buttonsstated that he keeps the inventory of gold locked in a safe in his home.

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From the examination made, it appears that Curtis Nevada Mines, Inc. is operating a confidence scheme type operations. The company has operated under a gold license and authorization for the past 18 months and has not had any recoveries of gold from their high grade concentrates which appear to be exaggerated. It is recommended that the special authorization issued to the company be allowed to expire 3/31/74.

# Unit States Platinum, Oc

5690 Ambrose Drive @ Reno, Nev. 89502 @ Phone: (702) 747-2147

# ADDENDUM TO APPLICATION FOR A GOLD LICENSE

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# EXHIBIT A

P	a	Ξ	e	3,	No.	9
_		æ.				

Sierra Chemical Corp. \* 1490 E. 2nd Street Chemical Supply Reno, Nevada

Lanca Electric Co. 140 Manuel Street ... Electricians.

Reno, Nevada

Paul's Plumbing 931 E. 2nd Street Plumbing Reno, Nevada

J. S. Machinery, Co. 305 Edison Way Mining and Milling Sparks, Nevada Equipment

Inductotherm Corp. 10 Indel Avenue Furnace Equipment

Rancocas, N.J.

Vacuum Endustries Inc. 34 Linden Street Furnace parts
Somerville, Mass.

Being transferred from Curtis Nevada Mines, Inc.

#### EXHIBIT B

Page 3, No. 10

(Tax information submitted with gold licenbe application for Curtis Nevada Mines, Inc. 67c License No. ODGSO-13-3968) 1972 Not filed as yet. lievada! Ogden Utah 1971 1970 Ogden Utah Nevada Ogden Utah 1969 Ogden Utah 1968 1967 Ogden Utah b7C Not filed yet 1972 Nevada 1971 Ogden, Utah 1970 Ogden, Utah Nevada Ögden, Utah 1969 1968 Ogden, Utah Nevada

4. Curtis Nevada Mines, Inc.\*

5693 Ambrose Drive
Reno, Nevada 89502

1972

Being prepared by
Pangborn, Douglass & Morga:
No return filed. Corporation
formed 12-7-71

1967

Ogden, Utah

Reno, Nevada 89502 1972 - Being prepared by accountar 1971 None. Corporation formed 12-8-72

\*Curtis Nevada Mines, Inc. and Marmac Mines, Inc. are sole swners of U.S. Platinum Refinery, Inc. (200,000 shares authorized, 100,000 is cwned by each corporation)

# EXHIBIT C

# Page 3, No. 14 (d) 8 (e)

States Platinum, Inc., has a the Treasury Department, No.	owner of 50% of the stock in United an active gold license issued by ODGSO-13-3968, which expires August,
stockholder, but is no longer	

XDC 11/4- Certes Nevada Mines, Inc.

#### EXHIBIT D

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#### Pages " Mr. 15

United States Platinum Refinery, Inc., is owned jointly by each of these Corporations, each owning 50% of the capital stock:

1. Curtis Nevada Mines, Inc., a Nevada Corporation

	·. (a)	(p)	(c)	(d)	(e)	(f)	
	Nev.				Yes		
ر ۱۱۱۹ مر مردر المردر	same			īŧ.	Yes	tŧ	
p P.C.	-Don LoVerso 4335 Ross Drive Reno, Nev. 89502	7-5-09 New York City	Treasurer	. 3%	Yes	6,000 shares	
Nøb.c.	Conrad Priess, Jr. 340 Country Club Dr. Reno, Nev. 89502	11-12-13 Conrad, Montana	Asst. Secty	5.4% •·	Yes	10,850 shares	
114	Leslie M. Fry 991 Whitaker Reno, Nev. 89503	3-13-13 Louisana, Mo.	Vice Pres Counsel	3.2%	Yes	· 6,500 shares	į

Continued on next page.

	.2. Marmae Mines, Inc. (a) John W. McAllaster 2301 Oddie Blvd. #123 Reno, Nevada	(b) 3-21-20	tion (c) Prosident	(a)	(a) . You	(f) 135,000 shares	ь6 ь7с
	Marcella McAllaster same	2-15-15 San Luis Obispo, Calif.	Vice Pres.	. #	Yes	Ħ	
P.C.					Yes	40,000 shares	∻, .'b6 b7C
				tt	Yes	11	·
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Marcella McAllaster	2301 Oddie Blvd. #123 Reno, Nevada 89503		Waitress Bill & Effices, Vordi, Nev. Miguel's, Reno, Nev. Saleslady	10/67 to 5/68 6/68 to 11/69	ž	
			Disco, Keno, Nev.	5/70 to 8/71	, ·	
			Asst. Manager Lanz, Reno, Nevada Housewife	10/71 to 10/72 since 10/72		
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	and the relative constitute about defining any appropriate parts.			THE ATTER SERVE MANAGEMENT AND AND ADDRESS.	,	

#### EXHIBIT F

#### Page 5, No. 17

United States Platinum, Inc. 5690 Ambrose Drive Reno, Nevada

100% of corporation owned jointly by Curtis Nevada Mines, Inc. and Marmac Mines, Inc.

United States Platinum Milling, Inc. P. O. Ecx 431
Bridgeport, California

#United States Platinum Manufacturing, Inc.
3046 Mill Street
Reno, Nevada

\*United States Platinum Sales, Inc. 5690 Ambrose Drive Reno, Nevada

10 9.3.

\*applicable applications for gold licenses to be filed.

#### EXHIBIT G

#### Page 5, No. 20, (a) & (b)

and

United States Platinum Refinery, Inc. is associated with:

-NO ( ....

United States Platinum, Inc., 5690 Ambrose Drive, Reno, Nevada, is an investment company which will not require a gold license since it is not refining or selling gold. It is owned jointly by Curtis Nevada Mines, Inc. and Marmac Mines, Inc., each owning 50% of its capital stock. The Vice President is John W. McAllaster and

United States Platinum Milling, Inc., P. 0. Box 481, Bridgeport, California. This is the milling corporation that crushes the cream and separates the gold and platinum through gravitational methods. It does no smelting of the concentrates, but turns them over to the Refinery for processing. This corporation therefore does not require

The President is John W. McAllaster,

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The stock is owned jointly by Curtis Nevada Mines, Inc. and Marmac Mines, Inc., each corporation owning 50% of the stock.

3. United States Platinum Manufacturing, Inc., 3046 Mill Street, Reno, Revaga. This corporation was formed to process the refined gold and platinum and produce ingot, sheet, foil, wire, pellet, honeycome or any other form of end product required by a purchaser. At the present time it is not in operation but will be activated soon. It will require a gold license and one will be applied for shortly. The stock is jointly owned by Curtis Nevada Mines, Inc. and Marmac Mines Inc. President if John W. McAllaster,

United States Platinum Sales, Inc., 5690 Ambrose Drive, Reno, Nevada This corporation was formed to be the sales organization of both mining companies and the other corporations. This corporation will establish our metal buyers and end users. At present it is inoperative, but will be activated soon. A gold license for this firm will be applied for shortly. This stock is also owned jointly by Curtis Nevada Mines. Inc. and Marmac Mines, Inc.,

The

Vice President is John W. McAllastarbe

No P.C.

#### EXHIBIT H

#### Page 6, No. 23

Statement of Equipment

Each corporation has its own equipment. The bulk of this is owned by Marmac Mines, Inc. and Curtis Nevada Mines, Inc. V

Marmac Mines, Inc. has predominantly extensive mining equipment as well as some milling equipment.

Curtis Nevada Mines, Inc. has a complete chemical laboratory, including a 5KW Induction Furnace and mining equipment. This corporation has recently purchased a Vacuum Industries, Inc. computerized Vacuum Induction Furnace. It will handle 58 lbs. of platinum and 52 lbs. of gold.

Until this license is issued, the other refining equipment will remain in the name of Curtis Nevada Mines, Inc. After it is issued, he bulk of the equipment will be sold to the Refinery corporation. he Vacuum furnace cost us \$39,850.00 installed. The Milling corporation has the capacity to crush and concentrate 100 ton of ore per day. The presently employs five people six days a week.

EXIIIBIT I	T
Pa:a 6, No. 25	
inited States Platinum Refinery, Inc. presently has four (4) employees.  Inis includes the President and Vice President. In addition there are two salaried employees. They are:	
I Nevada I	b6 b7C
Nevada	
The is:	i
Curtis Nevada Mines, Inc. presently has nine (9) salaried employees:	
California	b6 b7С
California	
California	,
California	
	İ
	b6
California	b7C
California	
California	
Officers and Board Members have not been drawing salaries and will not until the business is well founded.	,
Marmac Mines, Inc. presently has one (1) salaried employee:	: :
	b6
United States Platinum Milling, Inc. presently has four (4) salaried em loyees:	ь7c
California	
Nevada	
California	! i
California (part time)	
United States Platinum Sales, Inc. and United States Platinum Monufactur Inc. and United States Platinum, Inc. are not fully activated and at the present time there are no salaried employees. 86	

- (a) 'The mining is done by Curtis Nevada Mines, Inc. and Marmac Mines, Inc. The Refinery does no mining or milling.
- (b) The concentrates from the milling corporation are turned over to the refinery. These concentrates are carefully separated by gravitational means and are broken down into three distinct types of concentrates, based upon the specific gravity. These three types of concentrates are:
  - 1. Top table platinum concentrates (Heavies). The following elements are represented by these:

Heavy concentrates (specific gravity 20-22)

Group I. Platinum 72.5%, Osmium 4.3%, Sulfur 2.8%, Arsenic 16.5% and Tellurium 1.3%

- 2. Middle table concentrates (specific gravity 17-20)
  - Platinum comes off on the table above the gold.

    We divide the concentrates high on the table in order to eliminate gold in the Heavy concentrates. The following elements are represented by this group:

Gold 52.1%, Platinum 9.1%, Sulfur 9.4%, Arsenic 11.1%, S lenium 1.1% and Tellurium 7.1%

- 3. Light table concentrates (specific gravity 10-18)
  - Iroup III These concentrates are bottom table runs, they include some heavier "gravities" but these are compounds with silver and light platinum group metals in combination. The following elements are represented by this group:

Gold 8.2%, Silver 12.4%, Palladium 31.5%, Platinum 3.2%, Osmium 5.4%, Iridium 2.3%, Rhodium 1.3%, Ruthenium 2.2%, Sulfur 5.3%, Arsenic 9.3%, Selenium 4.3% and Tellurium 18.1%

Since gold is present only in Group II and III, these groups will be discussed. We have three processes for handling Group II.

(1) The easiest and best recovery is through electrolytic separation with the gold deposited on anodes and cathodes out of electrolyte solution. The scrapped metal is then removed and melted into ingot. The platinum is removed the same way but at different frequencies.

(2) The concentrates are fired in a furnace at approximately 2200 degrees for about 30 minutes. This drives off the sulfur and most of the arsenic. The remaining pulp is then digested in Aqua Regia which dissolves the gold and platinum and other base metals in solution. We then precipitate the gold with a modified International Nickel Chemical process, i.e., after nitric acid is driven off by evaporation and repeated addition of Hydrochloric acid, the pregnant solution is treated with ferrous sulfate. This precipitates impure gold. It is redigested again in Aqua Regia and reprecipitated, tris time coming down near purity. We use Wohwill Electrolytic method to collect the free gold. We then precipitate the platinum in the form of an ammonium chloroplatinate by adding ammonium chloride to the remaining pregnant solution.

(3) In this process the gold is amalgamated from the base metals and platinum. The mercury is condensed and the resultant amalgam is collected. The gold amalgam is then digested in Aqua Regia and the pregnant solution is treated similar to that described in No. 2 above.

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The process for handling Group III is as follows:

The reduction of this group is difficult, but can be handled by a total chemical reduction:

First the concentrates are boiled in nitric acid (cone). This treatment dissolves the silver, the palladium and some of the platinum. It drives off the osmium (turns it into a tetroxide which is condensed), takes most of the rhodium and other base metals. The gold, most of the platinum, all of the iridium and ruthenium remain in the rinsed residue. We now boil the undigested metals in Aqua Regia. This dissolves all of the gold and remaining platinums, but does not touch the iridium or ruthenium. The latter are separated due to their difference in specific gravity. Platinum is considerably heavier than ruthenium.

The gold and platinum pregnant solution is then treated similar to the method described in No. 2 above. The silver is removed from the first solution as a silver nitrate. The palladium is evaporated down and nitrates removed by repeated addition of HCl. This is then treated by adding aqua ammonium to excess and then concentrated HCl is added also to excess. This precipitates an ammonium Chloropalladiate salt which is then ignited into the pure metal.

There are several other methods we may use on different ore. Most processes however will involve the chemical approach. Actually, the gold is our bi-product. We are actually after the platinum metals. 'Gold is an impurity.

#### EXHIBIT J Continued

- (c) This will be reported by the Manufacturing corporation.
- (d) The only assays we will be making will be on our own ore. It is doubtful that we will ever process ore other than our own.
- (e) This is described above. The prefiring at 2200 degrees actually melts the gold even though it does not melt the platinum.

#### EXHIBIT K

#### Page 7, No. 29

As stated previously, our primary interest in our gold is removing it from the platinum group metals where it is an impurity. We are about to start making metal for the automobile industry for catalytic converters to meet the EPA rulings for 1975. It is essential to remove the gold from the platinum metals since it hinders the catalytic quality of the platinum.

We are presently trying to work out a contract with Aero Engineering Inc., 11748 Sandpoint Way, Seattle, Washington 98125, to extract the gold from our medium weight concentrates. They are running tests now. The two important things we want to know from the Aero tests are: (1) Their ability to recover all the gold present, and (2) If their process of recovering the gold binds up or impairs our later treatment to recover the platinum metals.

If their process works and is compatible with ours, then we may allow here to remove the gold. The details have not been worked out but they possess a gold license. It may be that we will only pay them a refinery fee or we might sell them the bullion extracted. Until the tests are completed we will not know what direction this might take.

De 11/4 - and Eng. drc.

#### EXHIBIT L

#### Page 7, No. 30

Please refer to our answer of No. 29. In addition to Aero's handling of our concentrates, we have discussed with several other refineries the possibility of turning our pregnant solutions over to them for processing.

We would first remove the platinum group metals. We have also discussed our retort sponge, but as yet have reached no decision. We are basically cautious about all of these possibilities, since we will never know whether we are getting a true count. Material will vary. The only advantage to considering any of these arrangements is that it frees our time, giving us more time to extract the platinum metals.

.tc. 25.

(a) We are presently in the process of determining the lest method of metallurgical treatment to use in the abstracting for metals from concentrates. Because of the complex nature of the ore and the fact that our material is both in Thlorides and Sulfides, we are contemplating a total chemical reduction. To accomplish this, the concentrates will be milled to 325 mesh. They are then totally digested in Agua Regia by bailing for 24 hours at 700°F. The gold and Platinums ores are then being precipitated to salts by use of reagents known to me. These salts then will be changed to quill by excessive heat while still in solution. The quill will be annealed and dried and baked 3 hours at 1600°F producing pure metallics.

We are engaged presently in experiments with amalgaration, ovanidation. We of course do separate our light and neavy platinums first, as well as the gold and silver by concentration, gravitation feed and vortex system. We have found this system the most effective and appears to give us about 36% recovery.

The platinums and other metals are handled from solution in the same manner after the gold has been removed.

- (b) I believe this has been answered in No. 23 (a). We are still working out our processes and will utilize the most effective, in terms of recovery and economics.
- (d) Various assays by fire and wet methods will be conjucted periodically on extracted metals especially gold, to assure fineness. There may be times when we will accumulate our gold to the point where we may have as much as 5,000 ounces gold on hand in our vault. At that point in time, we may request a change in license to allow us to fabricate gold wire, or sheet for direct sale to licensed manufacturers. At the moment, however, we contemplate only the sale of our gold, which will be in ingot form, retort sponge or amalgam.

.Jo. 31

At the present time we will be disposing of semi-processed gold in Thloride solution, sulfide solution, quills, amalgam and retort sponge.

Transi	nit the following in $\_$	FBI Date:	
Trumsi	int the following in	(Type in plaintext or code)	
Via	AIRTEL	AIRMAIL (Priority)	
	TO:	SAC, LAS VEGAS (87-10741)	_
	FROM:	SAC, COLUMBIA (87-4585) (RUC)	
	RE:	ET AL ITSP - FBW (OO: LAS VEGAS)	ъ6 ъ7
	Corporation is the registered	ReLVairtel to AT, 6/3/75.  On 6/11/75,  South Carolina State's Office, advised that the Anglo-Carolina s a registered corporation in South Carolina and d agent for that corporation is h Floor, Jefferson Square, Columbia, S. C.	b6 b70
	in Co	On 6/13/75, a clumbia, S. C., was interviewed at his office address.	b6 b7
	in South Caro requirements necessary pape Anglo-Carolina in August 197	and stated that he would handle the erwork for a Corporation and the corporation was chartered 4. stated that the Anglo-Carolina s a legal entity with a charter, bylaws, and paid-	b6 b70
	(2) - Las Vega 1 - Columbia (3)	\$ 7-/074/-45 JUN 2 3 1975	b6 b70

U.S.Government Printing Office: 1972 — 455-574

Special Agent in Charge

until January 1975. and gave his share of the stocks to his grand-children.    Stated that to his knowledge the purpose before the Anglo-Carolina Corporation is "to advise and help procure financial support both from domestic and foreign lending institutions" further stated that he is actually very hazy as to the operation of the Anglo-Carolina Corporation and does not know of anything that it has ever actually done. He said that was his impression that functioned as a for persons obtaining loans.    Stated that he was aware of barrels being stored in Newada and it was his understanding that supposedly had a claim on one or more due to the fact that the Great American Silver Company owed money to He stated that had renounced any claims to any barrels because there were too many claims and counterclaims re the barrels.    Stated that to his knowledge has talked be with the FBI on numerous occasions and was possibly going to be a by the fact that has supposedly been because there were too many claims and counterclaims and was possibly going to be a by the fact that has supposedly been because there were too many claims and counterclaims and was possibly going to be a by the fact that has supposedly been because there were too many claims and counterclaims and was possibly going to be a by the fact that has supposedly been because there were too many claims and counterclaims and was possibly going to be a by the fact that has supposedly been because there were too many claims and counterclaims and was possibly going to be a by the fact that has supposedly been because there were too many claims and counterclaims and was possibly going to be a by the fact that has supposedly been because there were too many claims and counterclaims and counterclaims and counterclaims and counterclaims and counterclaims are the barrels.			b6 b70
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#### FBI

Transm	e following in PLAINTEXT	
	(Type in plaintext or code)  ELETYPE NITEL  (Priority)	
	O: SAC, LOS ANGELES (87-40506)  ROM: SAC, LAS VEGAS (87-10741) (P)	_
	JOHN MC ADDIDIES,	ъ6 ъ7С
	EVADA MINES, INC., MARMAC MINES, INC., AERO ENGINEERING, INC., PARKS, NEVADA; ITSP - FBW; OO: LAS VEGAS. REFERENCE IS MADE TO LA FILE 29-9149 CAPTIONED,	ь6 ь7с
	F&E OO: LOS ANGELES". ON JUNE 18, 1975, USA LAS VEGAS,	ь3 ь6 ь7с
		b3 b6 b7C
Δ,	SENCOUTD SERVICES M P	b6 b7C

Approved: \_\_

Special Agent in Charge

#### FBI

b3

b3

		Date:			!
smit the following in					
		(Priorit	y)		
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LV 87-10741 PAG	E TWO				
2, 3, 20, 21					
	FOR	GRAND JURY	PURPOSE	S.	
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Per \_

U.S.Government Printing Office: 1972 — 455-574

FD-36 (Rev. 5-22-64)		
2 00 (1101. 0 22-04)		
	FBI	
	Date: 6/10/75	
Transmit the following	in	
AIRTEL	AIR MAIL	
Via AIRIEL	(Priority)	
	SAC, LAS VEGAS	- b6 b7С
	SAC, SAN FRANCISCO (87-35977)	
OECT:		
	John McAllaster;	
	Troy Becker; dba	
	U.S. Platinum Refining, Inc.;	
	U.S. Platinum, Inc.; U.S. Platinum Milling, Inc.;	
	U.S. Platinum Manufacturing, Inc.; U.S. Platinum Sales, Inc.;	
	Curtis, Nevada Mines, Inc; Marmac Mines, Inc.;	
	Aero Engineering, Inc.; Sparks, Nevada	
	ITSP - FBW	
	Re San Francisco airtels dated 5/21/75 and 5/28/75.	
interview		b6 b7C
AISO enci	losed are miscellaneous papers reproduced from file on captioned individuals.	
	Inasmuch as no further investigation is being	
conducted	d, this case is considered RUC.	
	87-10741-42	
2 - San F	rancisco   SERVALIZED   INDEXED   SERVALIZED	
(4) srs	JUN 1 3 1975	
	VELAS VELAS	b6
A	Sent	b7C
Approved:S	pecial Agent in Charge  U.S. Government Printing Office: 1972 - 455-574	

NRØ13 AT PLAIN
6:36 PN NITEL JUNE 11, 1975 SSP
TO: LAS VEGAS (87-10741)
FROM: ATLANTA (87-21950) (RUC)
JOHN MC. ALLISTER;
TROY BECKER; DBA U.S. PLATINUM REFINEVING, INC.; U.S.
PLATINUM, INC., U.S. PLATINUM MILLING, INC., U.S. PLATINUM MANU-
FACTURING, INC., U.S. PLATINUM SALES, INC., CURTIS NEVADA MINES,
ING., MARMAC MINES, INC., AERO ENGINEERING, INC., SPARKS, NEVADA
ITSP - FBW. OO: LAS VEGAS.
SAN FRANCISCO AIRTEL TO LAS VEGAS, MAY 21, 1975 AND LAS VEGAS
AIRTEL TO ATLAUTA, JUNE 3, 1975.
THE ATLANTA OFFICE INDICES AND THE ATLANTA POLICE DEPARTMENT,
ATLANTA, GA., AND THE DECATUR POLICE DEPARTMENT CHECK RE
AND THE GREAT AMERICAN SILVER COMPANY WERE NEGATIVE.
ON JUNE 10, 1975 SEC ATTORNEY, 1371
PEACHTREE STREET, N.E. ADVISED THE GREAT AMERICAN SILVER COMPANY
WAS INCORPORATED UNDER THE LAWS OF GEORGIA ON OCTOBER 2, 1972,
FOR THE PURPOSE OF ENGAGING IN THE PRECIOUS METALS BUSINESS.
BREAT AMERICAN SILVER COMPANY IS

87-10741-3P

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PAGE TVO AT 87-21950	
	EACH OF WHOM IS A
VAS UNTIL ABO	OUT JANUARY 22, 1975
WHEN HE	FROM THE COMPANY.
IS ITS	
IS	•
UPON INQUIRING AS TO HIS KNOW	LEDGE OF CAPTIONED
MATTER, DISPLAYED TO THE AGENT APPROXIMA	TELY 30 LARGE VOLUMES .
CONCERNING CAPTIONED MATTER. STA	TED HE IS FLYING TO RENO,
NEVADA ON SUNDAY, JUNE 15, 1975 TO CONFE	RR WITH U.S. ATTORNEY
ON CAPTIONED MATTER FOR	THE ENTIRE WEEK.
INASMUCH AS WILL BE IN RENO, N	EVADA, CONFERRING WITH
U.S. ATTORNEY AND HAS EXPRESSED	WILLINGNESS TO WAKE
HIMSELF AND FILES AVAILABLE TO A SPECIAL	AGENT OF THE FBI IN
RENO FOR INDEPTH INSIGHT INTO CAPTIONED	MATTER; AND AS HAS
BEEN PREVIOUSLY STATED HAS NUMERO	US VOLUMES CONCERNING
CAPTIONED MATTER, IT IS SUGGESTED LAS VE	GAS, WHO IS OFFICE OF
ORIGIN, CONTACT WHILÉ HE IS IN RE	NO, INTERVIEW THE SAME
AND THEN OBTAIN COMPLETE INFORMATION NEE	DED FOR THE INVESTIGATION
OF THIS CASE.	
LAS VEGAS AT RENO, NEVADA. WILL INTE	RVIEW
AS SET FORTH IN RE COMMUNICATION.	CAN BE CONTACTED
THROUGH U.S. ATTORNEY	

b6 b7C

b6 b7C

b6 b7C

b6 b7C PAGE THREE AT 87-21950

LAS VEGAS MAY WISH TO WITHOLD ANY ACTIVE INVESTIGATION IN CAPTIONED CASE AS USA, RENO IS CONSIDERING SUBJECTS FOR PROSECUTION IN INVESTIGATION CONDUCTED AND COMPLETED BY SEC.

E N D

CLS

FBI LAS VEGAS

CLR

## Memorandum

TO

SAC, LAS VEGAS

DATE: 5/28/75

b6 b7С

FROM

SEC, DENVER (87-18685)(RUC)

SUBJECT:

91-33 17 87-10741

87-8945

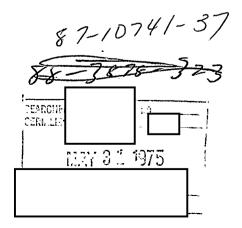
ITSP - FBW OO: LV

Re Denver letter to Las Vegas, dated 2/28/75, and San Francisco airtel to Las Vegas, dated 5/21/75.

 $\,$  This matter considered RUC by Denver as no leads outstanding.

#### ARMED AND DANGEROUS.

b6 b7C





Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

b6

b7C

AIMTEL

TO:

SAC, ATLANTA

FROM

SAC, LAS VEGAS (67-10741) (P)

SUBJECT:

JOHN MC ALLISTER.

TROY ESCRET:

dba

U. S. Platinum Befining. Inc.;

U. S. Platinum, Inc.,

U. S. Platinum Milling, Inc.,

U. S. Platinum Manufacturing, Inc.,

U. S. Platinum Sales, Inc., Curtis Novada Mines, Inc.,

Marmac Mixes, Inc.,

Aoro Engineering, Inc.,

Sparks, Nevada

ITSP - FEW

CO: Las Vegas

Cn 11/21/74. representing himself as of the Creat American Silver Company, 3502 Stewart Read, Atlanta, Georgia, deposited for storage at Bender Warehouse, 520 Evans Avenue, Reno, Newda, 66 barrols allegedly containing ore of high precious metal concentrate. The barrels were stored there for the account of Anglo-Carolina Corporation, Jefferson Square, Suite 200, Columbia, South Carolina.

2 - Atlanta

2 - Columbia

<u>2) –</u> Las Vegas

(6)

**b**6 b7C

**b6** 

b7C

LV 87-10741

A negotiable wavehouse receipt has been issued on one of the barrels and has been used as collateral for a large loan secured in California.

Investigation has determined the alleged percentage of precious metal concentrate contained in the barrels does not equal the cost of the barrels.

#### LEADS:

#### ATLANTA DIVISION

#### At Atlanta, Georgia

Conduct background investigation re and the Great American Silver Company.

Determine corporate structure and legitimacy of both.

#### COLUMBIA DIVISION

#### At Columbia, South Carolina

Identify officers, purpose, corporate structure, and legitimacy of Anglo-Carolina Corporation and whether they have been involved in similar type schemes.

#### ARMED AND DANGEROUS.

b6 b7C

#### FBI

	Date: 5/28/75	
Transmit the following	g in	
» T DEET	(Type in plaintext or code)	
ViaAIRTEL	AIR MAIL (Priority)	
	SAC, LAS VEGAS	Τ-
M:	SAC, SAN FRANCISCO (87-35977)	b6 b7C
SUBJECT:	JOHN MCALLASTER;	
	TROY BECKER;  dba  U.S. PLATINUM REFINING, INC.;  U.S. PLATINUM, INC.;  U.S. PLATINUM MILLING, INC.;  U.S. PLATINUM MANUFACTURING, INC.;  U.S. PLATINUM SALES, INC.;  CURTIS NEVADA MINES, INC.;  MARMACK MINES, INC.;  AERO ENGINEERING, INC.;  Sparks, Nevada  ITSP - FBW  OO: Las Vegas	
	Re San Francisco airtel to Las Vegas dated 5/21/75.	
to Las V	Enclosed for Atlanta is one copy of Denver nitel egas, Sacramento, and San Francisco, dated 5/14/75.	b7E
ADMINIST	RATIVE	
airtel.	Enclosures inadvertently omitted in referenced	
	Investigation continuing at San Francisco.	, ,
2 - Atla	Vegas (Encls. 1) nta (Encls. 1) Francisco (6)	

Approved: . Sent Special Agent in Charge

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# FRY AND FRY ATTORNEYS AND COUNSELORS AT LAW 105 NORTH SIERRA STREET, SUITE 201 POST OFFICE BOX 2756 RENO, NEVADA 89505

LESLIE M. FRY

TELEPHONE 329-8646

April 8, 1974

Complaint Specialist
Securities and Exchange Commission
Federal Building
450 Golden Gate Avenue
Box 36042
San Francisco, California 94102

Dear

b6 b7C

In reply to your recent letter concerning Marmac Mines, Inc., I wish to advise you that I have conferred with the officers of Marmac Mines, Inc. and wish to advise you that there has been to date no registration under the Securities Act of 1933, as amended, for the reason that Marmac Mines, Inc. has been operated strictly as a Nevada corporation and within the laws of the State of Nevada and no public offering of any kind is made to anyone outside the State of Nevada.

My inquiries further disclose that there has been no employment of any device, scheme or artifice to obtain money by means of any untrue statement of any facts whatsoever.

The corporation has not used any brochures, prospectus offering, circulars, form letters or any other materials in the State of Nevada or elsewhere.

Pursuant to your request I enclose a list of the stockholders and also a list disclosing dates of purchase and the number of shares and the amounts paid by the various stockholders. I also made inquiry as to the people whose addresses are outside the State of Nevada and was informed that these people have a knowledge of Mr. McAllister's efforts in the mining industry in this state, came to this state and made their own inquiries and their own investigation and either personally or through an agent in this state purchased the stock as indicated. I cannot find where anyone, either in the corporation as officers or otherwise, used the mails or any other communication system to correspond with any of the stockholders in any way and that the only contacts were made in the State of Nevada.

87-10741-34

1310

April 8, 1974

b6 b7C

I might further add, that Marmac Mines, Inc. has some very fine mining claims in this state and also in the State of California and are also aiding in the development of a refinery in this state.

In the event you have any further inquiries concerning the matter, do not hesitate to write and I will endeavor to find out whatever information you may desire further in regard to the matter.

Very truly yours,

FRY AND FRY, ESQS.

LMF:bj Enclosures

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#### DEPARTMENT OF CORPORATIONS



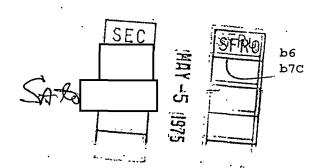
N REPLY REFER TO:

FILE No ALPHA - Enforcement

Sacramento, California May 2, 1975

Securities and Exchange Commission San Francisco Regional Office 450 Golden Gate Avenue San Francisco, California 94102

Re: AERO ENGINEERING, INC. NEWBERG & ASSOCIATES U. S. PLATINUM



#### Gentlemen:

This Department has pending before it a securities application submitted by NEWBERG & ASSOCIATES, a Limited Partnership.

Involved with NEWBERG in furnishing certain precious metal concentrate is AERO ENGINEERING, INC.

Another entity mentioned was U. S. PLATINUM, address unknown.

For your information, AERO lists addresses at 11748 Sandpoint Way, Seattle, Washington. Refining operations are to be, or are located, at 720 East Glendale, Sparks, Nevada.

NEWBERG lists 445 G Pine Meadow Drive, Sparks, Nevada, and names one WILLIAM C. NEWBERG as the General Partner of NEWBERG & ASSOCIATES.

It is requested that the foregoing entities be screened through your files for any information pertaining thereto.

It is further requested that the Regional Office located at Los Angeles, Seattle, Salt Lake City and Denver be contacted for any information they may have.

Your cooperation in this matter is appreciated.

Very truly yours,

Senior Special Investigator Enforcement Division

mht LOS ANGELES 90005

SACRAMENTO 95814 1025 P STREET SAN DIEGO 92101 1350 FRONT STREET SAN FRANCISCO 94108 600 CALIFORNIA STREET **h6** 

b7C

b6 b7C

600 S. COMMONWEALTH AVENUE

916-445-7205

	607 Lyon Building
	Attorney at Law Seattle, Washington 98104
	Telephone (206) 623-3602
	October 22, 1974
	5 572
	United States Securities and Exchange Commission Branch Office Federal Building 450 Golden Gate Avenue
	Box 36042 San Francisco, California 94102
	RE: Aero-Industries, Inc. Your letter dated October 16, 1974
	Attention: Mr. Attorney
	Dear Mr.
	Your letter of October 16, 1974 has been referred to this office by Mr. Troy E. Becker, President of AERO ENGINEERING, INC.
	Frankly, I am at a loss to understand your inquiry. AERO ENGINEERING, INC. has not, is not and is not contemplating the sale of any securities either on a private or public basis.
٠	Obviously you have some reason for your inquiry and if you have any specific questions, please direct them to this office and I will endeavor to secure the information you need.
	Very truly your

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CC: AERO ENGINEERING, INC.
Mr. Troy E. Becker

# Sparks gold

# relinery opening

By PHIL BARBER

A Reno-Sparks cor-poration with a unique method of refining precious metals plans to produce by May 5 \$1.7 million of gold a

day, a vice president said.
United States Platinum
Refining Inc. was scheduled

Retining Inc. was scheduled to start production today at its new plant on Glendale Road, Sparks.

William W. (Wes) Chapman, vice president in charge of engineering, said the plant, the company's third in this area, has a canability of production third in this area, has a capability of producing 10,000 troy ounces of pure gold a day.

GRADUAL START

It will work up to its capacity gradually as personnel are trained, he said.

The plant is in the Reno Industry Center.

Vice president in charge of bullion sales Ted Dawson, a former television sport-scaster, said the plant has about 50,000 square feet and represents an investment of \$750,000. Two additional plants are planned in the building.

Chapman credits the corporation's president, Robert Curtis, with the mique processing idea.

He described Curtis as a

self-taught chemist, once blew up part of his nouse when experimenting with chemicals as a young boy.

**OTHER OFFICERS** 

Other corporation officers John McAllaster, another vice president; and Bob Millard, secretarytreasurer.

Chapman said the parent companies are Curtis Nevada Mines and Marmac Mines.

Dawson said there are 116 employes at present, including those at the mines at Topaz, Bridgeport, Calif. and in Washington.

According to Chapman, the unique processing consists of refining with chemicals instead of the conventional electrolytic method.

He said that, where other refineries get about a half ounce of precious metals from each ton of ore, U.S. Platinum anticipates getting 6,000 ounces.

Chapman said ore is processed to a concentrate form at a mill near the mine. The sand-like con-

i centrate then is shipped in 875-pound barrels

Sparks plant. "Our process is very sophisticated. No one else is doing it because they haven't found an economical way to process and refine," he said. BIG CONTRACTS

He indicated the company has substantial contracts.

"I can't mention names. It's confidential. But, they surpass the capability of this facility," Chapman said.

Dawson said only one contract has been signed and that the others are verbal, pending investigation by Dawson of their financial standings.

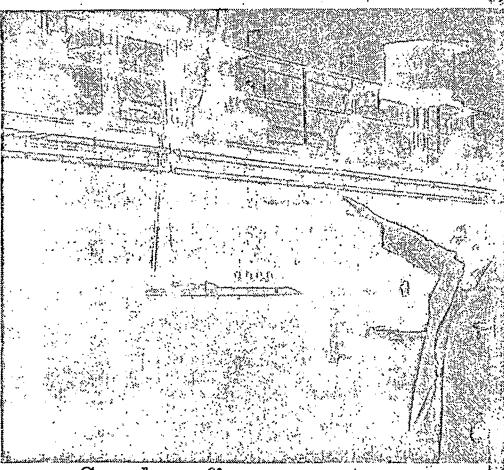
Chapman designed the six reactors, which he calls "cookers," and which are the heart of the refinery. They were made in Los Angeles, he said.

The company up to now as been conducting laboratory work and ex-perimentation at a nearby plant on Greg Street.



### Gold bar samples

Vice President John McAllaster, left, and President Robert Curtis of United States Platinum Refining Inc. of Reno hold semi-pure experimental gold bars, which they plan to process in pure form at their new Sparks plant. · (Gazette Photo)



### Sparks refinery reactors

Wes Chapman, vice president in the six reactors he designed to process charge of engineering, points to five of gold at the Glandale Road plant

RENO. EUENING. GAZZETT.

#### DEPARTMENT OF CORPORATIONS



SFR@

IN REPLY REFER TO:

TILE NO. 700 3749

Sacramento, California May 2, 1975

Securities and Exchange Commission 450 Golden Gate Avenue San Francisco, California 94102

Re: NEWBURG & ASSOCIATES

Gentlemen:

I am forwarding herewith a copy of an application filed with this office for a permit to sell limited partnership interests. The permit reflects that the interests have already been sold and in place of the application, the applicant has now filed a request for approval for a rescission offer which is still pending. This is only one of two limited partnerships, each involving the sale of interests to 20 individuals at \$25,000 each totaling \$1,000,000. The agreement for the purchase of ore concentrates submitted as part of this application reflects the guarantee of Aero Engineering that the ore concentrate will contain 3,200 ounces of gold per ton. We are concerned that this offer may have involved fraudulent misrepresentation. Your office may be interested in this matter. In any event, we would like to know if your agency has conducted any investigation of this matter.

Very truly yours.	
Senior Corporations Counsel	
benior corporations counsel	
:cjc	
Enclosures	

916-445-6179

LOS ANGELES 90005
600 S. COMMONWEALTH AVENUE

SACRAMENTO 95814 1025 P STREET SAN DIEGO 92101 1350 FRONT STREET SAN FRANCISCO 94108 600 CALIFORNIA STREET b6 b7C

ь7C

## Aero Engineering, Inc.



11748 Sandpoint Way, Seattle, Washington 98125, 206-362-5360 720 E. Glendale, Sparks, Nevada 89431, 702-358-5515

# AGREEVENT between AEPO ENGINEERING, INC. and NEVBERG AND ASSOCIATES, (Group II)

AERO ENGINEERING, INC. does hereby certify and declare as follows:

- I. That AERO MAGINEERING, INC. has available to market a minimum of 200,000 short tons of proven precious metal concentrates.
- II. That NEW PAULYERING, INC. will guarantee that said concentrates have a recoverable value of not less than 3200 Troy ounces of gold per scort ton.
- III. AEFO EXCINFERING, INC. states that said material is in situ near Cle Elum, Washington.
- IV. NEWBERC AND ASSOCIATES, (Group II), whose mailing address is 4310 Vermor Court, Bloomfield Hills, Michigan agrees to punchase 20 to 200 short tons of said precious motal concentrates in citu with payments to be made in United States Gollars. The current price is \$25,000.00 per short ton, FOB Clo Elum, Washington or AERO EXCHAERATION'S blending plant. This purchase is to be completed by October 15, 1974.
- V. ACMO ENGINEERING agrees that upon completion of its refinery facilities at Sparks, Nevada and the larger facility in the same general area that they will process by ACMO ENGINEERING, INC.'S procedures the tennage of one concentrates purchased by NEWLERG AND ASSOCIATES, (Group II). AERO ENGINEERING, INC.'S production will be so programed to allocate a minimum of 10% and a maximum of 25% of their plant capacity beginning within one year from date of this agreement to the reduction of MEWLERG AND ASSOCIATES, (Group II) purchased concentrates. Completion of the reduction of the 200 tons will be no longer than two and one-half years from date of this contract. This production schedule shall be subject to weather, strikes, acts of God and any and all interruptions not under AERO ENGINEERING, INC.'S control. AERO ENGINEERING, INC.'S fee for said reduction will be 45% of the precious metals recovered: (20% for smallting and 25% for refining).
- VI. AERO ENGINEERING, INC. agrees that upon completion of its 5 ton per day facilities in Nevada it will license NEWBERG AND ASSOCIATES, (Group II), (under separate document) to partially process blended ore concentrates using AERO ENGINEERING, INC.'S procedures at a flow-rate of up to 5 ton per day (depending on total quantity of

EXHIBIT A

# Aero Engineering, Inc.



11748 Sandpoint Way, Seattle, Washington 98125, 206-362-5360 720 E. Glendale, Sparks, Nevada 89431, 702-358-5515

(2)

ore purchased under this contract). This licensure is dependent upon the finalizing of the engineering, equipment selection, personnel training, etc. relative to NEWEERG AND ASSOCIATES (Group II) facility. This licensure cannot be granted until the purchase of at least 20 short tons of AERO INGENEERING, INC. ore concentrates has been completed. For each 20 tons purchased under this contract AERO ENGINEERING, INC. agrees to license MENUEERG AND ASSOCIATES, (Group II) for a one-half ton per day facility.

A. This licensure for use by NEWBERG AND ASSOCIATES, (Group II) and/or their assigns will be dependent upon the signitures of all persons connected with NEWBERG AND ASSOCIATES, (Group II) S licensed operations to the same non-disclosure and non-use agreement as required by AEFO EWERNEERING, INC. of all persons connected with their cwn operations.

AERO ENCINEERING, INC. recognizes that NEWHERG AND ASSOCIATES, (Group II) will make a substantial investment in the licensed extraction plant. Therefore, AERO ENGINEERING, INC. will agree to sell to NEW-BERG NAD ASSOCIATES, (Group II) of the above mentioned blended ora concentrates at the most favorable customer price in effect at the time of each sale up to 5 tons per day. The option to purchase the additional tonnage will be kept in effect by the annual purchase and processing at a rate equal to a minimum of 50% of NEWHERG AND-ASSOCIATES (Group II)'S plant capacity, designed for the processing of AERO ENGINEERING, INC.'S ore concentrates. Thus, the term of this purchase will be for a period of ten (10) years from the date of the completion of NEWHERG AND ASSOCIATES (Group II)'S extraction facility and will be renewable if mutually agreed upon by the parties boroto.

- The NEWBERG AND ASSOCIANTS, (Group II) facility will be so integrated with AERO ENGINEERING, IX.'S facility that NEWBERG AND ASSOCIATES, (Group II) responsibility will be for the investment for purchases and installation of depreciable assots of machinery and equipment to be installed in lessed portions of AERO ENGINEERING, IXC.'S chemical smalting and refineing plant facilities. The production operation of NEWBERG AND ASSOCIATES (Group II) extraction facility will be wholly operated by AERO ENGINEERING, IXC. personnel in production and management.
- B. NEWDERG AND ASSOCIATES, (Group II) agree that they will furnish the investment capital to AERO EXGINEERING, INC. for purchase of equipment and installation promotly upon notification by AERO EXGINEERING, INC. but in no case before 25% of the purchased tonnage of one concentrates under this contract have been processed by AERO EXGINEERING, INC.

ds.a.?



11748 Sandpoint Way, Seattle, Washington 98125, 206-362-5360 720 E. Glendale, Sparks, Nevada 89431, 702-358-5515

(3)

- VIII. This agreement shall be binding and inure to the benefit of the respective parties hereto, their heirs and successors, but may only be assigned to a corporation formed for this purpose without the written consent of AERO ENGINEERING, INC.
  - Therefore, should NEWERG AND ASSOCIATES, (Group II) fail to complete the above mentioned agreed upon arrangements in order to meet AERO EYG-INVERDING, INC.'S conditions as above stated by October 15, 1974 all of this agreement shall be rendered null and void, with the exception of the terms and conditions concerning any tonnage previously paid for by MEMERICAND ASSOCIATES, (Group II). Such tonnage, purchased prior to October 15, 1974 will be reduced by AERO EMGINEERING, INC. at the above mentioned price per ton. Thereafter, the parties hereto shall hold each other harmless as to the terms and conditions of this agreement.
  - K. NEWBERG AND ASSOCIATES, (Group II) has the right to check and examine all projected costs as submitted by AURO ENGINEERING, INC. for the facility licensed to insure that costs are fair and equitable (considering cost increases, etc.) to all parties concerned.

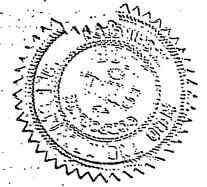
XI. Since NEWBERG AND ASSOCIATES, (Group II) do not have a gold license, AERO ENGINEERING, INC. will agree to market gold for NEWBERG AND ASSOCIATES, (Group II) if desired. The same applies to all other metals extracted. AERO ENGINEERING, INC. will remit net proceeds (after marketing costs) to NEWBERG AND ASSOCIATES, (Group II).

August 12, 1974

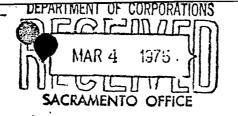
Zrov El Beckor, President

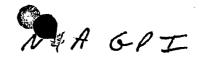
NEWSERG AND ASSOCIATES. (Group II)

ASRO ENGINEERING, INC.



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May 23, 1974

#### BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That AERO ENGINEERING, INC., County of King, State of Washington, the party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America and in hand paid by Semone R. Hirs, the party of the second part, the receipt whereof is hereby acknowledged, so by these presents grant, bargain, sell and deliver unto the said party of the second part, the following personal property now located in situ near the City of Cle Elum, County of Kittitas, State of Washington, to-wit:

One (1) short ton of metallic ore concentrates located in mitu near Cle Flum, Washington, as per certified analysis of June 14, 1972 with delivery to be made either at the above mentioned mine mite or at the one preparation mite after July 1, 1974. The location of maid delivery will be at the option of Semons R. Hirs with reduction in accordance with the MUAN agreement dated December 11, 1973. TO HAVE AND TO HAND the same to the said party of the second part, its heirs, executors, edministrators, coverants and agrees to and with the maid party of the first part is career of the maid property, goods and chattels and has good right and full authority to sall the same, and that they will warrant and defend the male hereby made unto the maid party of the second part, their executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully or to claim the same.

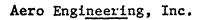
AERO ENGINEERING, INC.

Troy E. Becker, President

Notary Public in and for the State of residing at

the day and year first above written.

Exhibit C



#### Sources and Uses of Funds

Inception to November 30, 1974

Sources of funds: Deposits on ore purchases: Newberg and Associates - Group I Newberg and Associates - Group II 1,000,000

Loans and contracts: Financial Analysis \$ **535,2**50 267,693 38,718 Equipment contracts 841,661 Sundry income:

13,381 Interest 7,323 Miscellaneous 20,704 Tota1 1,862,365

Uses of funds: Research and development of pilot plant and expenses related thereto 854,082 Deposit on land to build permanent 152,000. facility

Purchase of trucks and mobile equipment · 54,650

150,000 Advance to U.S. Platinum 1,210,732

> 651 Cash and certificates-of-deposit

> > Exhibit D

STMENT OF COMPORATIONS

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500,000

500,000



# NEWBERG & ASSOCIATES, GRO

Balance Sheet

February 17, 1975

(Unaudited)

### <u>Asset</u>

Inventory of ore concentrates, at cost

\$ 600,000

DEPARTMENT OF CORPORATIONS

JOIN MAN

### Partners' Capital

Partners' capital:

Partners resident in California

287,500

Partners resident in states other than California

312,500

\$ 600,000

Newberg and Associates, Group II was organized as a Limited Partnership pursuant to the provisions of the statutes of Nevada known as the ... Uniform Limited Partnership Act. The partnership agreement is dated August 14, 1974. The purpose of the partnership is to purchase tonnage of ore concentrates from Aero Engineering, Inc. and thereafter to supply investment capital to Aero Engineering, Inc. for the purchasing and upkeep of machinery used to extract valuable ores from the tonnage of ore concentrates.

Exhibit D

COUNSELOR AND ATTORNEY AT LAW
235 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA 94104
TELEPHONE (415) 788-5885

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SFRO

SEC

April 2, 1975

Securities & Exchange Commission 450 Golden Gate Avenue Room 1405 San Francisco, California

Re: Curtis Nevada, et al

Dear

Enclosed are copies of the proposed complaint in the above mentioned matter as well as a response letter from the principal defendant to an earlier proposed complaint.

If you have any questions, please call

me.

Very truly yours,

cc: cc: cc: b6 b7C

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1 CONRAD PRIESS, DON LOVERSO, 6 Plaintiffs, 8 vs. JOHN W. MCALLASTER, MARCELLA MCALLASTER, 10 LESLIE FRY, CURTIS NEVADA MINES, INC., MARMAC MINES, INC., and U.S. PLATINUM, INC. 11 U.S. PLATINUM MILLING, INC. and U.S. 12 PLATINUM REFINING, INC., Defendants. 13 14 For a complaint against defendants, and each of them, 15 plaintiffs allege: 16 COUNT ONE . .17 VIOLATIONS OF FEDERAL SECURITIES LAWS-Section 12(1) of the 18 Securities Act of 1933 19 Ι 20 Jurisdiction and Venue .21 The court has jurisdiction of this action under 22 Section 22(a) of the Securities Act of 1933, as amended, and 23 Section 27 of the Securities Exchange Act of 1934. 24 The acts and transactions constituting the viola-25 tions alleged herein have occurred within the jurisdiction of 26 the United States District Court of the Northern District of .27 California and elsewhere. .28' 3. Defendants have engaged and are about to engage 29 in acts and practices which constitute violations of Sections 30 5 and 17(a) of the Securities Act of 1933, as amended, and 31 Section 10(b) of the Securities Exchange Act of 1934, as amended .32 and Rule 10b-5 thereunder.

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engage in acts which constitute fraud, mismanagement, waste, 2 3 ultra vires, breach of fiduciary duty and Rule 10b-5. Plaintiffs bring this action to enjoin such acts 4 The defendants will, unless restrained and en-5 joined, continue to engage in the acts and practices set forth 6 in this complaint and in acts and practices of similar purport 7 and object. 8 9 10 II 11 Parties 12-Plaintiffs 13 The following plaintiffs purchased the designated 14 amount of the common stock of CURTIS NEVADA MINES, INC. 15 pursuant to a public offering: 16 .17 NAME NUMBER OF AMOUNT PAID 18 SHARES 19 500 Mine Properties Investors IV \$ 10,000 20 7,500 75,000 21 LoVerso Don and 6,000 22 Conrad and 23 -Priess, Jr. 10,850 10,850. 24 1,550 15,500. 25 100 1,000 26 50 1,000 27 28 675 13,500 29 500 10,000 30 .500 ·25 . 31

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1,000

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Defendants also have engaged in and are about to

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1	NAME	NUMBER OF SHARES	. AMOUNT PAID
2	-		**************************************
3		150	\$ 3,000
4		90	1,800
-5		250	5,000
6		250	5,000
7 ·		300	6,000
8		125	2,500
9		125	<b>;</b>
10			2,500
11		700	14,000 3,000
12		150	
13		250	5,000
14		100 ===	-2,000
.15		450	9,000
16		50	1,000
17		100	2,000
18		50	1,000
19		650	13,000
20		300	6,000
=_21		500	10,000
22		75	1,500
23		175	3,500
24		50	1,000
25		75	1,500
26		200	4,000
		500	10,000
27		350	7,000
28		250	5,000
29		300	6,000
30 =			3,000
		_ 130	3,000

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	IAME	NUMBER OF SHARES	AMOUNT PAID
.2	**************************************		***************************************
3		200	4,000
4		100	2,000
5		250	5,000
6		250	5,000
7		250	5,000
8		. 50	1,000
9		50	1,000
10		190	3,800
11		610	12,200
12			1,000
13		50	
14		· :	

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7. The following plaintiffs purchased the designated amounts of the common stock of MARMAC MINES, INC., pursuant to a public offering commencing in November, 1973:

NAME	NUMBER OF SHARES	AMOUNT PAID
1700	50	1,000
	200	2,000 :
	1,000	10,000
	200	2,000
	50	500
	350	7,000
	50	1,000
	100	1,000
	200	2,000
	150	1,500
	400	4,000

-5-

NAME	NUMBER OF SHARES	AMOUNT PAID
	240	2,400
	50	500
	50	500
	100	1,000
	400	4,000
	100	. 1,000
	100	1,000
	900	9,000
	125	2,500
	125	2,500
	200	2,000
	50	1,000
	250	5,000
	100	1,000
	·	
	100	1,000
	500	5,000
	100	2,000
	150	3,000
	100	1,000
	250	5,000
	200	2,000
	500	5,000
	500	5,000
	300	3,000
	800	8,000
	i	

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NAME	NUMBER OF SHARES	AMOUNT PAID
	100	1,000
	100	2,000
	100	2,000
	760	7,600
	500	5,000
	100	1,000
	50	500
	250	2,500
	300	6,000
	350	7,000
	250	5,000
	100	1,000
	200	2,000
	500	5,000
	300	3,000
	100	1,000
	550	5,500
	100	1,000
	400	4,000
	1,000	10,000
	1,000	10,000
	250	5,000
	250	5,000
	1,000	10,000
	500	5,000
	400	4,000
	. 300	3,000

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1	•	
NAME	NUMBER OF SHARES	AMOUNT PAII
	400	2,000
	300	3,000
	100	1,000
	100	2,000
	150	1,500
	300	3,000
	1,000	10,000
	50	500
	50	500
	100	1,000
	200	2,000
	100	1,000
	200	2,000
		,
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		:
	•	:
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	•	
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#### Defendants

8. MARMAC MINES, INC. ("MARMAC")
CURTIS NEVADA MINES, INC. ("CURTIS NEVADA")
U.S. PLATINUM, INC. (" PLATINUM")

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JOHN W. MCALLASTER ("MCALLASTER")

LESLIE FRY, ESQUIRE "(FRY")

MARCELLA MCALLASTER

U.S. PLATINUM MILLING, INC.

U.S. PLATINUM REFINING, INC.

The above defendants are herein collectively referred to as ("defendants") while the above defendant corporations are herein referred to as ("defendant corporations").

III

## Violations Charged

9. Defendants by making common stock offerings to the public without meeting the registration requirements of the Securities Act of 1933 ("the Act") have violated Section 12(1) of the Securities Act of 1933. From November, 1973 to April of 1974, within the Northern District of California, and elsewhere, defendants singly and in concert, offered for sale in a public offering common stock of MARMAC and CURTIS NEVADA by directly and indirectly making use of instruments of transportation and communication in interstate commerce, including the mails, and later delivered said securities through the mails. Said defendants attempted to circumvent the provisions of the Securities Act of 1933 by selling part of said common stock to two trusts, the Eureka Trust and the Liberty Trust. Said trusts had over one hundred (100) beneficial shareholders.

1 Employed devices, schemes and artifices to defraud plaintiffs by obtaining money by means of untrue 2 3 statements of material facts, and by means of omissions to state material facts necessary to make the statements made, in the light of circumstances under which they were made, not mislead-Specifically, by failing to make full disclosure of 6 promissory notes payable by defendant corporations at \$10 for 7 each \$1 owed in violation of usury laws, and of a sales commis-8 9 sion arrangement with Moreover, defendants intended to pledge and did pledge defendant corporations' 10 assets for funds to use for purposes other than represented during 11 12 the public offering. Defendants represented that the funds were being 13 raised solely to make gold while they intended to use funds . 14 for the production of platinum and iridium. 15 Defendants have further violated Rule 10b-5 by the 16 following knowingly false and fraudulent material statements 17 and omissions to state material facts during the public offering, .18 made with the intent to induce plaintiffs to alter their positions -19 20 Defendant represented to plaintiffs that \_21 he could make gold and other precious metals in commercial 22 quantities, if only he had a mechanical refinery but failed 23 to mention the material fact that a scrubber system was .24 necessary to avoid lead gasses that violate environmental .25 laws. .26 Defendant then represented to plaintiffs that **-27** all that was finally needed to make precious metals in commer-28 cial quantities was a chemical refinery to bring concentrates to crystals. Said refinery was provided with shareholder 29 funds in the amount of approximately \$450,000 but to date 30 no precious metals in commercial quantities have been produced; 31

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1 Defendant represented to plaintiffs that with 2 his process he could produce platinum in commercial quantities 3 at a small sum per ounce, while it cost his competitors \$70 To date no platinum has been produced in commercial 5 quantities. 6 Defendant represented that defendant corpora-7 tions had exclusive rights to a process to extract precious 8 metals in commercial quantities from noncommercial ore, but to 9 date no ore in commercial quantities has been produced. 10 TV 11 Effect of Violations Charged By reason of the foregoing, defendants, singly 12 and in concert, violated Section 17 of the Act, and Section 10 .13 of the Securities and Exchange Act of 1934 and Rule 10b-5 there-14 under, causing damage to the plaintiffs. 15 COUNT THREE 16 VIOLATIONS OF STATE SECURITIES LAWS-California Corporations 17 Code Sections 25110 and 25401 18 I 19 Jurisdiction and Venue 20 Plaintiffs' Count Three arises out of the same 21 facts alleged in support of Counts One and Two herein and 22 is pendent and ancillary thereto. Since this court has juris-23 diction, as hereinabove alleged in Count One, it likewise has 24 jurisdiction to hear and determine Count Three. 25 II 26 Parties 27 Plaintiffs reallege and incorporate herein by 16. 28 reference the allegations of paragraph II of Count One. 29 III 30 Violations Charged 31 Plaintiffs reallege and incorporate herein by 17. 32 reference the allegations of Counts One and Two herein.

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Effect of Violations Charged

18. By reason of the foregoing defendants, singly and in concert, violated Sections 25110 and 25401 of the California Corporations Code, causing damage to plaintiffs.

#### DERIVITIVE ACTIONS

Plaintiffs were shareholders at the time of the transactions of which they complain, or their shares thereafter devolved on them by operation of law, and this action is not a collusive one to confer jurisdiction on a court of the United States which it would not otherwise have. Plaintiffs met with members of the Boards of Directors of defendant corporations and submitted to them the demand letter attached hereto and attempted to negotiate with respect to it, to no avail.

COUNT FOUR

## CORPORATE MISMANAGEMENT

I

## Jurisdiction and Venue

19. Plaintiffs' Count Four arises out of the same facts alleged in support of Counts One through Three herein, and is pendent and ancillary thereto. Since this court has jurisdiction as hereinabove alleged in paragraph I of Count One, it likewise has jurisdiction to hear and determine Count Four.

II

### Parties

20. Plaintiffs reallege and incorporate herein by reference the allegations of paragraph II of Count One.

III

### Violations Charged

21. Defendant has used defendant corporations'
Board of Directors as a rubber stamp to ratify and approve his actions.

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1	The defendants have hired inexperienced persons in	
2	the fields of precious metals. For example, they hired, at	
3	substantial corporate expense, one as	b6 b7С
4		-
5	Defendants hired as	,
6	a woman whose sole experience was as a	-
7	Defendants also hired as whose	
8	experience was not in precious metals.	, 1
9	The defendants entered into an agreement with Anacardia	,
10	a gold brokerage firm in Switzerland, to sell to it gold. The	
11	above mentioned and McAllaster travelled to	b6 b7C
12	Europe, unauthorized by the Board of Directors, a number of	
13	times and then without authorization of the Board of Directors	
14	shipped to Anacardia iridium, platinum and paladium salts, and	
15	not gold. Plaintiffs allege on information and belief that the	
16	iridium, platinum and paladium have for some reason unknown, not	
17	been received by Anacardia.	, , , , , , , , , , , , , , , , , , ,
18	Defendant has established for defendant	b6 b7C
19	corporations refineries at three separate locations to falsely	والتدورين
20	purport an image of grandioseness to shareholders and future	1
21	shareholders.	1
22	Defendant placed defendant corporations in '	ь6 ь7с
23	jeopardy by paying employees their salaries in the form of	10
24	loans so that no income tax would have to be paid by said em-	
25	ployees. Defendants failed to keep accurate books and records.	السائسومة
26.	IV	
27	Effect of Violations Charged	
<b>28</b>	22. By reason of the foregoing, defendants, singly	e de la companya de l
29	and in concert, caused damge to defendant corporations.	Kar
30		
31		
32	$oldsymbol{a}$	1 1

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CORPORATE WASTE I Jurisdiction and Venue 5 Plaintiffs' Count Five arises in part out of the same facts alleged in support of Counts One through Four 7 herein, and is pendent and ancillary thereto. Since this court .8 has jurisdiction, as hereinabove alleged in Count One, it like-' 9 wise has jurisdiction to hear and determine Count Five. 10 II 11 Parties 12 .24. Plaintiffs reallege and incorporate herein by 13 reference the allegations of paragraph II of Count One. 14 III 15 Violations Charged 16 25. Plaintiffs reallege and incorporate by reference . 17 the allegations of Count Five. 18 Defendants and McAllaster have comingled . 19 defendant corporations funds with each other and with their own 20 funds. 21 has pledged for cash, substantial Defendant 22 assets of defendant corporations such as a refinery and iridium, 23 without Board of Directors approval. 24 and McAllaster acquired two new Defendants 25 Chevrolet Blazer and two new Coot vehicles, that have not been 26 used for any of defendant corporations but rather one of such 27 authomobiles was given by to a for personal use. 28 and McAllaster leased and/or acquired one new Defendants 29 Cadillac and one new Mark IV Lincoln automobiles for personal 30 use. 31 32

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COUNT FIVE

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1 Defendant established a multiplicity of corpora-2 tions at a time when no revenues had been earned by any of 3 defendant corporations and there was no need at the time for 4 said corporations, and based on information be belief, did so 5 in an attempt to imply grandioseness to shareholders and 6 future shareholders. 7 Based on information and belief, defendant 8 spent approximately \$50,000 to fly iridium, platinum and paladium salts to Switzerland at a time when no revenues had 10 been earned by the defendant corporations and commercial 11 shipping was much less expensive. 12 Defendants have spent substantial sums on painting 13 signs on defendant corporate offices. 14. Defendant has constructed an elaborate suite 15 of offices at a substantial cost when no revenues had been 16 earned by defendant corporations and adequate office space 17 existed and at a time when U.S. Platinum's subsidiary was 18 in default on payments on its mill site, the life blood of the 19 corporate operations, and based on information and belief, in 20 default on payroll. 21 Based on information and belief, defendant 22 plans to acquire fish for an elaborate aquarium from corporate 23 funds at a cost of \$2,200. 24 Defendant at a cost in excess of \$2,200, had 25. a New Year's Eve party, for all corporate personnel, at a time 26 when defendant corporations were in such a poor cash position 27 they were being forced to borrow \$27,000 in short term funds 28 to meet their payroll, were beind in their mill payments and 29 were soon to have their utilities shut off. 30 Defendant has employed a substantial number of 31 guards to guard a substance that has no substantial value without 32 defendant's secret process.

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1	Defendant has expended substantial sums on b6
2	lie detector tests, tapes, camera and recording devices, on
3	corporate premises and in his home, as well.
4	Defendant has purchased with corporate funds b6 b7c
5	personal items such as cameras, subscriptions to book clubs,
, 6	food and has employed maids for his home.
7	
8	IV
9	Effect of Violations Charged
10	26. By reason of the foregoing defendants singly and
11	in concert, caused damage to defendant corporations.
12	COUNT SIX
13	<u>ULTRA VIRES</u>
14	I
15	Jurisdiction and Venue
16	27. Plaintiffs' Count Six arises in part out of the
17	same facts alleged in support of Counts One through Five herein,
18	and is pendent and ancillary thereto. Since this court has
19	jurisdiction, as hereinabove alleged in Count One, it likewise
20	has jurisdiction to hear and determine Count Six.
21	II
22	<u>Parties</u>
23	28. Plaintiffs reallege and incorporate herein by
24	reference the allegations of paragraph II of Count One.
25	Violations Charged
<b>26</b> .	Violations Charged
27	29. Plaintiffs reallege and incorporate herein by reference the allegations of Counts Four and Five.
28	In addition, defendant has acted ultra vires b6
29	in his role as officer of the defendant corporations in usurping
30	the function of the boards of directors, by carrying out corporate
31	acts without approval of the boards of directors, or after-the
22	1

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1 fact blanket ratification by the board of directors. Specifically 2 key personnel were hired and salaries were set without board of 3 director approval. Directors who dissented were forced to resign. Moreover, although the boards of directors agreed to have a meet-5 ing each month, only three meetings were called by defendant 6 in the last nine months. 7 ΙV . 8 Effect of Violations Charged 9 30. By reason of the foregoing, defendants singly and 10 in concert caused damage to defendant corporations. 11 COUNT SEVEN 12 BREACH OF FIDUCIARY DUTY OF DIRECTORS AND OFFICERS 13 14 Jurisdiction and Venue 15 31. Plaintiffs Count Seven arises out of the same 16 facts alleged in support of Count One herein, and is pendent 17 and ancillary thereto. Since this court has jurisdiction, as 18 hereinabove alleged in Count One, it likewise has jurisdiction 19 to hear and determine Count Seven. 20 II 21 Parties 32. Plaintiffs reallege and incorporate herein 22 by reference the allegations of paragraph II of Count One. 23 24 III 25 Violations Charged Based on information and belief, defendants 26 and McAllaster exercised their dominant influence on 27 the board of directors of defendant corporations to have cor-28 porate funds used to purchase outstanding common stock for 29 their own accounts to give them a more favorable control 30 position for less than adequate consideration. 31 32

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1 IV 2 Effect of Violations Charged By reason of the foregoing, defendants singly 3 and in concert, caused damage to defendant corporations. 4 COUNT EIGHT 5 SECTION 10 of THE SECURITIES EXCHANGE ACT OF 1934 AND RULE 10b-5 6 THEREUNDER 7 8 I Jurisdiction and Venue 9 Plaintiffs' Count Eight arises in part out of 35. 10 the same facts alleged in support of Count One above. 11 this court has jurisdiction, as hereinabove alleged in Count 12 One, it likewise has jurisdiction to hear and determine Count 13 Eight. 14 II 15 Parties 16 Plaintiffs reallage and incorporate by 36. 17 reference the allegations of paragraph II of Count One. 18 19 Violations Charged 20 37. Plaintiffs reallege and incorporate by reference 21 herein all of the allegations contained in Counts One through 22 Seven. 23 IV 24. Effect of Violations Charged 25 38. By reason of the foregoing, defendants singly 26 and in concert, violated Section 10 of the Securities and Ex-27 change Act of 1934 and Rule 10b-5 thereunder, causing damage 28 to defendant corporations. 29 30 31 32

1	COUNT NINE	
2	NEGLIGENCE	·
3	I	
4	Jurisdiction and Venue	
5	39. Plaintiffs' Count Nine arises out of the same	
6	facts alleged in support of Counts One through Eight herein and	
7	is pendent and ancillary thereto. Since this court has juris-	
. 8	diction as hereinabove alleged in Count One, it likewise has	
9	jurisdiction to hear and determine Count Nine.	
10	II	
11	Parties	
12	40. Plaintiffs reallage and incorporate by reference	
13	all of the allegations of Count One.	
14	III	
15	Violations Charged	
16	41. Defendants and McAllaster breached their	ь6 ь7с
17	duty to defendants by failing to exercise reasonable care in	
18	managing the business of defendant corporations and their	
1,9	subsidiaries.	
20	IV	
<b>2</b> İ	Effect of Violations Charged	
22	42. By reason of the foregoing defendants singly	
23	and in concert caused damage to defendant corporations.	
24	WHEREFORE, plaintiffs pray judgment as hereinafter	
25	set forth:	
26	1. A preliminary injunction and final judgment	
27	(	b6 b7C
28	Nevada Mines, Inc. and Marmac Mines, Inc., their officers,	
29	directors, subsidiaries, affiliates, agents, servants, employees,	
30 .	successors, attorneys and assigns, and all persons acting	
31	in concert or participation with them, and each of them, from	
32	directly or indirectly:	

making use of any means or instruments of trans-1 2 portation or communication in interstate commerce or of the mails to offer to sell, through the use or medium of any pros-3 pectus or otherwise, securities, unless or until a registration 4 statement has been filed with the Securities and Exchange 5 Commission as to such securities; 6 engaging in any act, practice or course of 7 business which operates or would operate as a fraud or deceit 8 upon any person or employing any device, scheme or artifice to 9 defraud including, but not limited to; (a) selling said securi-10 ties to investors on the basis of false and misleading informa-11 tion, including false and materially misleading projections; 12 and (b) distributing to the holders of said securities false 13 and materially misleading information, including information re-.14 lating to the operations, and comingling investors' monies; 15 C. from not keeping true, accurate and current books 16 and records, such as (a) journals or summary journals; 17 (b) general and auxiliary ledgers reflecting (i) assets (ii) lia-18 bilities (iii) reserve (iv) capital, and (v) income and expense 19 accounts (vi) checkbooks, bank statements, cancelled checks 20 and cash reconciliations, (vii) trial balances, financial state-21 ments and internal audit papers; 22 pleading corporate assets. D. 23 For recission with respect to Count One and 24 the return of \$550,650.00. 25 For recission with respect to Count Two and the 3. 26 return of \$550,650.00. 27 For recission with respect to Count Three and 28 the return of \$550,650.00. 29 For judgment on Count Four in the sum of 30 \$550,650.00. 31 For judgment on Count Five in the sum of 32

1 \$550,650.00. 2 7. For judgment on Count Six in the sum of 3 \$550,650.00. 4 For judgment on Count Seven in the sum of 5 \$550,650.00. 6 For judgment on Count Eight in the sum of 7 \$550,650.00. 8 For judgment on Count Nine in the sum of 9 \$550,650.00. 10 That plaintiffs be awarded interest at the legal 11 rate on all sums found to be due. 12 For costs of suit including reasonable attorneys 13 fees. 14 The court order that the stock of 13. 15 John McAllaster, Leslie Fry, Marcella McAllaster, 16 in Curtis Nevada Mines, Inc. and 17 Marmac Mines, Inc. be placed in a voting trust, the trustees of which to be the plaintiffs. 19 20 That the court order the defendants to divulge 21 under a protective order the "process" owned by defendant 22 corporations wherein precious metals are extracted from non-23 commercial ore. 24 That plaintiffs' representatives be permitted 25 to inspect all books, records, contracts and correspondence 26 of all defendants. 27 That defendants and McAllaster be held 28 jointly and severally liable for dissipation of defendant 29 corporation's assets and be ordered to make restitution for all. 30 corporate losses sustained thereby. 31 That a meeting of shareholders of defendant 32 corporations be ordered to vote new boards of directors of

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said corporations. 18. That the new boards of directors shall hold a meeting to elect new officers. 19. That a full accounting of all defendants and defendant corporations be made. 20. For such further relief as may be just. DATED:\_\_\_\_\_,1975. Attorney for plaintiffs 

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### FRY AND FRY ATTORNEYS AND COUNSELORS AT LAW 105 NORTH SIERRA STREET, SUITE 201 POST OFFICE BOX 2756

RENO, NEVADA 89505

TELEPHONE 329-8646 b6 b7C

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March 5, 1975

Attorney at Law 235 Montgomery Street San Francisco, California 94104
Dear
I enclose herewith a rather detailed statement that has been prepared by in reference to the many allegations contained in your proposed complaint, together with the Exhibits attached thereto has gone into some detail in regard to your various proposed allegations and has included in his exhibits the participation by and In the event you desire to see any of the documents or other documents, please advise and we will arrange so that you may review them.
I feel that the meeting you have endeavored to call by the notices you mailed under date of February 8, 1975, concerning the mill is not a proper meeting notice in that none of the parties, namely, are stockholders in any of the named corporations.
In keeping with your demands at the meeting of February 17, 1975, and various letters, please be advised that and and other board members are willing to discuss the matters raised by your clients and to give you the opportunity to examine the contracts and to examine the financial statement.
Very truly yours,
FRY AND FRY, ESOS.  Leslie M. Fry
LMF:bj Enclosures 00 MANII 30

LESLIE M. FRY

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# United States Platinum, inc.

1001 GREG + SPARKS, NEV. 89491 + PHORE. (702) 359-4533

ASSOCIATED COMPANIES U.S. Platinom Milling Tuc. U.S. Platinom Refining Inc. U.S. Platinom Manefacturing Tim., U.S. Platinom Soles, Inc., Marmuc Mines, Inc., & Curtis Nevada Mines, Inc.

February 26, 1975

Mr. Leslie M. Fry, Attorney at Law Fry & Fry 105 North Sierra Suite 201 Reno. Nevada 89505

Re:					,	1
					and	_
	Threat	of M	linori	ty	Stock	_
	holder	Suit	;		•	
÷	•				٠,	
Dear			•	•		

Pursuant to your request, I am providing you with a preliminary response to the letter of February 17, 1975 and
a copy of an intended complaint handed to us on this
same date at the meeting requested by Attorney to
discuss certain complaints. In the first place, we
have had several meetings including Curtis Nevada Mines,
Inc. Board Meetings where the asininity of these complaints
have been discussed. I would now like to categorically
present the true facts and put the nature of this complaint
in its true perspective.

To begin with, the original meeting scheduled on February 17, 1975 was designed to discuss the Mill Package and complaints of certain investors in that Package concerning a lease continuation. Since you were present at that meeting,

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you know the Mill Package was n	ot discussed at all and
the meeting was designed strict	
of presenting a series of other	
claims to represent a number of	disgruntled Stockholders.
This, by itself, is a misrepres	
mentioned on the complaint and	
mand letter in reality contain	only a very few actual.
Stockholders.	
are not Stockholders of Curtis	Nevada Mines, Inc. or
MarMac Mines, Inc., they are me	
either Eureka or Liberty. Sinc	e the Trust was not named
as a Plaintiff, the only names	
list of Plaintiffs that are Sto	
Mines, Inc. are:	
Commences and many that is not not any throughout the contract about 24.	
·	100 shares
Conrad and	10,850 shares
	7 550 change
Mine Properties Investors Trustee	IV
Trustee	8.000 shares
Don and	- 6,000 shares
	*
*Eureka Trust Totals	11.160 shares
The only names of Stockholders	listed for MarMac Mines
Inc. in this long list of names	
	The second section of the second section is a second section of the second section of the second section section section sections and the second section secti
	2,400 shares
	400 shares
. *Liberty Trust Totals	
TORINTO OF TRIBLE LEWISTHER OF	
*These are the total number of	

not actually represented as Stockholders perse.

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certificate was issued to Eureka Trust for 11,660 shares by Curtis Nevada Mines, Inc. and one stock certificate was issued by MarMac Mines, Inc. to Liberty Trust for 26,400 shares. We have to assume that the other names shown as Plaintiffs are Shareholders in these Trusts but we do not have copies of the names of those people and cannot verify this since all these records have been maintained by Messrs. Meyer and Meyer.

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As to the complaint itself, the first alleged complaint is violation of the Federal Security Laws referring specifically to S.E.C. violations. Paragraph 4, of Count 1, states that we are engaged in or about to be engaged in transactions that constitute fraud, mismanagement, waste, ultra vires, etc. This is a totally unfounded charge which will be answered individually. On the S.E.C. matter, we are alleged to have made public offerings of common stock in Curtis Nevada Mines, Inc. and MarMac Mines. Inc. We are also alleged to have used the mails to deliver said securities and that we are alleged to have attempted to circumvent the securities act by selling part of our common stock to two Trusts, namely Eureka and Liberty Trusts. truth of these charges is well known to you, since you in drawing up the Nevada assisted

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\ <i>[</i>	Corporation papers. developed the individual Trusts, in Curtis Nevada Mines, Inc. and MarMac Mines, Inc. and we assumed that they paid you
sh.	directly the legal cost of performing their function.
1 July	In many taped telephone conversations, these Trusts
Carl.	were discussed with in broad terms.
<b>3</b> 000	In the first place, we were informed on more than one
	occasion that a former S.E.C. attorney was advising them
First w.	in the preparation of the Trusts. Secondly, in several
File course to	conversations, we were told by that
DI. M. M.	they had gone to the S.E.C. personally to be sure that the
· Vap	Trust was legal and not in violation of any S.E.C. regu-
•	lations. Based upon these conversations with the former
	S.E.C. attorney and the S.E.C., several modifications to
	the Trust Agreement was made by their request to you.
	one liust agreement was made by their request to you.
	John Medlington and T home many areas as a second of the
	John McAllaster and I have never seen a copy of the Trust
	Agreement of either Eureka or Liberty Trust and, therefore,
	we cannot comment on its contents. This matter was en-
•	tirely handled by and if we were
	properly advised of their activities, then it was also ap-
٠	proved by a former S.E.C. attorney as well as the S.E.C. themselves. Since are shown as Plain-
	tiffs, and I might add at this point that
• •	and Mine Properties Investors IV, are shown, it would ap-
	pear to me they are responsible for any S.E.C. violations
•	if any violation exists and they should be called to task for it if that is the case.
	Tor it if that is the case.
	The attorney, has made the comment that they
	The attorney, has made the comment that they do not recognize that the Trust exist and are treating the
, X7	
6413	matter strictly from a public offering point of view. This is
٠ 0 ح	ridiculous and the facts will be borne out by numerous docu-
J. W.	ments not only from our files but from
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files as well. I have several documents that I am at-
taching which you might find interesting. One is a copy
of the minutes of the First Annual Trust Meeting of
Eureka and Liberty Trusts held at the Cabana Hotel, Palo
Alto, June 22, 1974, marked Exhibit A. The other docu-
ment is a letter dated September 23, 1974 addressed to
the Investors of Liberty and Eureka Trusts signed by
calling for a postponement of an
Investors Meeting originally scheduled for October 12,
1974 and resetting it for November 16, 1974, (Exhibit B).
Also attached is a copy of a letter from to
me dated October 7, 1974 referring to the Eureka and
Liberty Trusts Members Meeting and indicating that final
details of the Investors Meeting would be worked out
(Exhibit C). Finally, I am enclosing a copy of the min-
utes that were taken of the November 16, 1974 Meeting
during which better than 100 people attended the luncheon
to learn the present status of our operations. There are
actually two copies of these minutes; one prepared by
from of the Meeting and
one prepared by I might also add that one
of the Shareholders taped the entire conference and either
could provide us with the name of that indi-
vidual and we could obtain a copy of that tape if necessary
kept a signed register of all guests.
the state of the s
The purpose of sending you these documents is to apprise
you of the fact that the Shareholders in these two Trusts
were kept advised of the activities of the corporations on
these specific dates, but in addition to that, it must be
pointed out that was of
MarMac Mines, Inc. during the entire period from June 1974
and that was of Curtis

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Nevada Mines, Inc. In addition to these facts, it is also
true that either or or both were in contact with
us directly by telephone, or in person, at least once a
week from the beginning of last year until the development
of the problem which we now face. They were also here with
some of their Investors on many occasions.
In going through my files, I also found a copy of a letter
signed by for Liberty and Eureka Trusts
in which he addresses the Investors in those Trusts and states
in the first paragraph, "The Trust Agreements will be sent
to you this weekend. Please sign last two pages and return
only the carbon to me". (Exhibit D) I assume this form let-
ter was used to disburse the copies of the Trust Agreements
to the various Investors in their Trusts. The existance of
this document proves that we did not disburse anything at any
time to any of their Investors; that all communications were
handled directly by the Trustees in California, who we are
told were legally voted Trustees by the Investors themselves.
Their position, as it relates to the non-existance of
these Trusts is totally ridiculous. Your own file, I am
sure, contains considerable additional facts, as do our files
and tapes, even our Board and Stockholders Meeting minutes. The above comments relate to Count 2, Paragraph 13, Page 10.
The above comments relate to count 2, railagraph 1), rage 10.
Paragraph A of Paragraph 13 on Page 11 refers again to a
public offering, but goes into details concerning failure to
make full disclosure of promissory notes payable by Defendant
Corporations by \$10.00 for each \$1.00 owed in violation of
Usury Laws and/or a sales commission arrangement with
We are not really clear what allegations are
being attempted here, but money was borrowed through
which was made known to both who

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were actually a party to arranging some of it where a 10 to 1 pay back was agreed to. This is a matter or record and was discussed at the Board of Directors, following the date it occurred. If, in fact, this loan is usurious, then the position is exactly the same as \_\_\_\_\_\_ is maintaining in demanding double payment on the Mill in which case we should pursue charging the Investors of the Mill with usury, since that can be readily established. The sales commission arrangement and the violation charged with \_\_\_\_\_\_ is unclear.

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Garden Contractor

Further in that paragraph, it is stated that I personally represented to Plaintiffs that we could make gold and other precious metals in commercial quantities if only we had an electric induction furnace. It is further stated the furnace was acquired with \$75,000.00 of the Shareholders funds but no metals in commercial quantities have been None of the Plaintiff's money was used to acquire the electric induction furnace. That furnace was acquired at least a full year prior to the investments in their Trusts and never was it represented that that furnace alone could create purified gold or purified precious metals. The purpose of acquiring the electric induction furnace was to experiment with the necessary metal alloys which eventually did lead to a break-through in our developing our automotive catalyst. No vacuum electric induction furnace in the world could be utilized for refining. The metal we could make from this furnace was not saleable until such time as we had a chemical refinery. After building the chemical plants, we have succeeded in making iridium in near pure form by using this furnace, but have still not been able to sell our end product. You are aware of the status of our catalyst, which certainly has good potential, but has not yet developed any revenue.

Further in the same paragraph, it is stated we used \$450,000.00 of Shareholder's funds to purchase a chemical refinery but to date no commercial quantities have been produced. The \$450,000.00 figure is considerably low, since the chemical refinery has cost us in excess of \$1,000,000.00 to construct and is still not complete in that we need new filtration equipment and better refractories. Also we badly need scrubber facilities for both platinum and gold final production. We can make the salts and are still doing so.

Hunny L

The statement concerning our cost of producing platinum versus the cost of the competitors in probably correct; however, that product would have to be brought to saleable state before the platinum metals could be sold.

Under derivitive actions, I am amused by the following prelude, "Plaintiffs met with members of the Board of Directors of Defendant Corporation and submitted to them the demand letter attached hereto and attempted to negotiate with respect to it to no avail". Since you were at that meeting, you know the demand letter was presented to us along with the proposed complaint and that no discussions were held regarding any of the charges, and that after presentation of the document, the Plaintiffs present got up and walked out. In other words, they knew the presentation was not going to be acceptable even before they presented it to us.

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Under Count 4, Page 13, 1 am c	harged with having a rubber
stamp Board of Directors. The	facts will speak for them-
selves but it might be pointed	
were	of those corporations from

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	any objections or accusations of malfeasance brought up during the Board of Directors Meetings. In fact,
	as it relates to at the end of each Board
	of Directors Meeting, he generally first strove to
•	achieve his own personal gains, then also ended up giv-
	ing the Board and the officers their Shareholders
	vote of confidence (See Exhibit E).
	The Jam Demograph 21 Dame 17 4t age at stad are bired
	Under Paragraph 21, Page 13, it was stated we hired inexperienced persons such as and a
1 Duran	
1,	who were to This allegation is
	being made specifically because we refused to hire
•	in that capacity. It might be pointed out
	that requested a salary of \$2,000.00 per
	month, a corporate vehicle and moving expenses as well
	as a one year contract with us to work as Head of our
	Sales Department after departure. At the time these demands were made by and refused
	by us, became very bitter. It is strange
*	they would make the allegations of inexperienced per-
	sons in that capacity since had even less ex-
	perience than the two people in question. The
	probably refers to In her capacity,
	during her tenure of employment, the situation in Europe
	deteriorated and she never acted in a capacity of a
	in any manner, simply because there was nothing
	to sell. I find this allegation amusing and is a direct
	result of resentment on our refusing his offer,
	or more correctly, his demand to come to work for us in
	that capacity. a also wanted
	to come to work for us but was advised we did not have
	an opening for his talents now.
•	•

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Further in Paragraph 21, it is stated that travelled to Europe unauthorized

by the Board of Directors. Since the contracts with Europe were by and between United States Platinum, Inc., no authorization of Curtis Nevada Mines, Inc. or MarMac Mines, Inc. would have been necessary and in addition, there is nothing in the Bi-Laws or Articles of Incorporation that state that the Board of Directors would have to sit down and approve travel expenses. This is simply an internal operating procedure of any company and should have been approved by an officer or manager of the corporation and this was accomplished. The further reference to Anacardia is a matter of record and certainly does not indicate any mismanagement, instead it clearly indicates industrial espionage. We are about to solve our dead-lock here.

Continuing on Page 14. Count 4. it is stated that Defendant has established for the corporation three separate locations to falsely report and create an image of grandioseness to Shareholders and future Shareholders. The purpose of the four locations (not three) is clearly defined by the functions of each of those locations; i.e., Plant 1 is strictly a vacuum induction furnace and iridium reduction facility. It was the first plant we developed and because of its separate activities and the fumes generated as a by-product of its' production, it was deemed best to keep it separate from our other refractories, because of chemical decomposition of vital computer parts that are vital to its operation and extremely delicate to chemical activity such as acids, which would be utilized in our In other words, the furnace would standard refractories. be ruined in short order if exposed to the fumes of the other refractories.

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Our Plant 2 was purchased and has been the headquarters of the operation as well as its laboratory facilities. It contains all of our furnaces, scrubber systems and assay equipment.

Plant 3 was built and had to be totally separate because of the acid situation which would have destroyed all the equipment in Plant 2 and Plant 1 and has to be constantly maintained even in its operation. For example, electric typewriters have been eaten up by the fumes as well as our air conditioning system and other equipment in only several months of operation. Since Curtis Nevada Mines, Inc. and MarMac Mines, Inc. and since none of the United States Platinum, Inc. companies are selling any stock now, nor have been engaged in those activities for some time, the charge of grandioseness for future Shareholders is ridiculous.

Continuing with the same charge, we are accuse	or making
loans to	in
the form of a loan so that no income tax would	be paid by
said employees. We do not understand this cha	irge. It is
true such requests of the parties mentioned th	nat loans
were made instead of salary. These people wer	re on a more
or less consultant basis rather than on an emp	oloyee basis
We would certainly have no objection of withhou	olding taxes
and have with many other employees as the acco	ounting re-
cords show, but the people in question desired	i this basis
of payment and they remained so until our acco	ountant ad-
vised us to place them on a full employee stat	tus. It
might also be pointed out that	was on a
as well and he and	
are Plaintiffs.	•

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On Page 15, Count 5, Paragraph 3, Mr. McAllaster and I are charged with commingling Defendant Corporation: funds with each other and with their own funds. accounting records of the various corporations will reveal, especially in my case, that most of the funds in Curtis Nevada Mines, Inc. have come from personal loans made by me and my and if those loans represent commingling of funds, then we are guilty as charged. "Our accountant has advised that and I, jointly, are owed by Curtis Nevada Mines, Inc. \$46,629.29 as of November 30, 1974 and that I, personally, in addition to that joint investment, am owed \$52,056.00. In other words, the total amount of money owed and myself now represents, as of November 30, 1974, \$98,922.85. This is after all charges have been paid back against previous loans and this is without any salary for four years for either myself or and this is without any rentals charged to the corporation for the use of my personal home and other facilities when the entire business functioned exclusively out of my hone for a period of better than two and one-half years. If by commingling of funds the charge indicates that I have placed my personal funds at the corporation's disposal, then that is correct. I might add this matter is thoroughly covered by various Board of Director's Minutes and where, by advise of accountants, corporate notes are to be prepared by the corporation to cover these loans. (See various miscellaneous Exhibits) and the second control of the second of the It is further charged that substantial assets of the Defendant Corporations such as our refineries and iridium have been pledged for cash without Board of Director's approval. here again, the records speak for themselves. All of the refineries, including the refractories,

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are free and clear of any indebtedness and have never been pledged to anyone for any purpose. Commerical Code UCCI's have been filed to protect the Stockholders of Curtis Nevada Mines, Inc. and MarMac Mines, Inc. against the refineries and refractories to cover loans advanced by the mines to cover construction of those facilities and to protect against illegal attachments and to preserve those free and clear assets. Those UCCI's will remain in force until the refineries have become productive and profitable to a point where they can repay the loans to the mine corporations. It might also be pointed out that neither Curtis Nevada Mines, Inc. nor MarMac Mines, Inc. have pledged any of their free and clear assets for any loans for any purpose as of this date.

In the same charge, it is stated that Defendants McAllaster acquired two new Chevrolet Blazers and two new Coot vehicles that have not been used by the corporation. This charge is laughable as is the additional charge that I gave one of the vehicles to my for his personal use. It is true that I purchased, under the name of a 1974 Blazer trading in a vehicle which was also in my name which was a 1972 Blazer which vehicle had been used exclusively for the business even though it is my is presently personal vehicle. my It might also be using that vehicle for business purposes. pointed out that we have purchased a number of pickup trucks and other four wheel drive vehicles which are exclusively used in the business. Mr. McAllaster did not purchase a corporate vehicle in the form of a Blazer but rather a Dodge which was financed under his own name and his wife's. vehicle has been used exclusively for the business and is now being used by the security guard at the Chemung, since it is the only vehicle that can get up the hill through five and six feet of snow. The two new Coots referred to

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were purchased well over two years ago by corporate funds. One of those vehicles was sold shortly after purchase, during a time when we had no money to cover payroll at the mine. It was brand new and never had been used. The other vehicle has been at the mine for over two years and has been worked to death. All survey work has been done in that vehicle. It has been used for security by the guards, for staking out claims, exploration of vein structures and mapping of deposits. It has never been used for any personal use and has been used exclusively in business by various company employees.

It is further charged in that paragraph that we have leased a new Cadillac and Lincoln for our personal use. This charge is correct; however, \_\_\_\_\_\_ the vehicle use is 95 percent business and that these acquisitions were done at a time when we were expecting a \$9,000,000.00 payment from Europe, and the performance of Aero Engineering, Inc., and of Great American Silver Company, plus the sale of our gold through gold contracts in Germany. After the vehicles were ordered under our lease program, they had to be taken or we would have lost credibility with our financing sources. These vehicles, however, have been licensed to and are the property of United States Platinum, Inc.

The further charge that Defendants has established a multiplicity of corporations and its implied grandioseness to Shareholders and future Shareholders, is a blatant lie. The further comments regarding future Shareholders follows the same comments made previously. The purpose of the multiplicity of corporations, some of which are in existance, and some of which were planned to come into existance, was to preserve the income dollar and assure the best profits to the mine corporations. The refining, milling, manufacturing and sales are all expenses to a mine corporation. The multiple corporations were designed to turn these expenses into profits.

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It also enabled us to limit liability against the parent corporations in case of unjustifiable law suits. In the case of the disc corporation it was to give us the best return from an income tax point of view on our European shipments.

In the same charge, it was stated that Defendant chartered a DC8 airplane at a cost of \$50,000.00 to fly iridium, platinum and palladium salts to Switzerland and when no revenues had been earned by the corporations and commercial shipping would have been much less expensive. I do not know where they got this information since it is totally false. Our shipment was made by commercial airline.

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and the second of the second o In the same charge it is mentioned that Defendant -constructed an elaborate suite of offices at a cost in excess of \$105,000.00 when no revenues have been earned by the corporations, and that adequate office space existed at the time, and when United States Platinum subsidiary was in default on payments on its Mill site. This again is totally false. Under our agreement with Great American Silver Company dated September 6, 1974, we were to commence construction immediately of Plant 5. Monies expected under that contract were for the purpose of doing exactly that. -Our total cost to date of the construction of the executive reoffices in Plant 5 was approximately \$42,000.00 (not in excess of \$105.000.00). Had we not started construction of Plant 5 and the offices in question, we would have breached -the contract with Great American Silver Company. Are the Stockholders proposing we enter into contracts and breach them? When Great American Silver Company defaulted on their September 6, 1974 agreement, additional construction was ceased immediately. However, contracts entered into

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with construction firms could not be stopped, since bonds were put up, and the contractor had expended time and money directly and through sub-contractors. We could have been sued by the contractor had we tried to stop construction, which at the time was better than 50 percent completed.

Had Great American Silver Company complied with the contract, the default with the Mill Package, which was at the end of December 1974, would have been paid in full, since they were to provide funds for that purpose. This is a matter that is fully documented by recorded telephone conversations as well as various Telex's where Great American Silver Company was advised of the forthcoming default situation at the Mill and where they guaranteed the situation would be corrected before the default actually occurred. They defaulted in their guarantees and we defaulted on the Mill Package. (See attached Misc. Exh.)

It is further stated that Defendant \_\_\_\_\_\_ plans to acquire fish tanks for his office using corporation funds at a cost of \$2,200.00. The cost figure is close and the tanks were ordered, at the time when the other circumstances indicated above showed substantial revenues to the corporation. That order was cancelled by \_\_\_\_\_\_ at the time it was learned Great American Silver Company had defaulted in their contract.

It is further stated that Defendant \_\_\_\_\_\_ at a cost in excess of \$3,000.00 threw a New Year's Eve party for all corporate personnel attended by the Harrah's Club "Boob Tube Review" at a time when Defendant Corporations were in such a poor cash position that they were being forced to borrow \$27,000.00 in short term funds to meet their payroll and were behind in their Mill payments and were soon to have their utilities shut off. The \$3,000.00 cost figure is ridiculous. I personally paid a sum considerably less than that amount for a

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New Year's party for all corporate personnel which for morale purposes I felt essential. I do not know where they came up with the information that we borrowed \$27,000.00 in short term funds to meet payroll. Aero Engineering, Inc., under their agreement, provided \$25,000.00 worth of funds during that period and the record will speak for itself whether the Mill payments were in default or whether the utilities were shut off. If Defendant wanted to spend his own personal money for a New Year's party, it is no business of the Stockholders or anyone elses but his own. It might be pointed out that that money was borrowed from a personal friend and was subsequently repaid by Defendant to enable the New Year's party to be a reality.

It is further stated in that charge that Defendant has employeed up to 28 guards to guard a substance that Thas no value. This charge is so ambiguous that it is impossible for me to answer. We have, from the very first discovery of the mine, maintained tight security at all plants and refineries. If this is what they are referring to in their charges, then we agree we have hired guards. The values of those properties speak for themselves and are well documented. The security at the mine was to maintain and will continue to be maintained not only to preserve the many buildings and the substantial amount of equipment g and construction that has taken place there, but also to preserve the value of the claims themselves by preventing other - people, such as the cartel or other people, from filing on top of our claims and committing our corporations to lengthy -legal disputes. The second section of the second second section is the second section of the second section se

-It is further charged that Defendant has expended over \$20,000.00 in lie detector tests, tapes and recording devices

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It is further stated that Defendant

Mr.

his experience was in

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on corporate premises and at his home as well. I have no knowledge of the exact amount expended for these purposes, but it is true that lie detector tests are frequently used on corporate employees and that we record all telephone conversations. During the taking of these lie detector tests, we have uncovered many irregularities including one chemist that was on the cartel payroll whose presence could have destroyed the very essence of our corporations. The recording of all telephone conversations is essential and will be continued and I would think the Plaintiffs would be somewhat shaky by the knowledge they existed since they prove exactly what has been going on since the day of the forming of these companies. These very tapes will impeach their charges.

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itself as to his qualifications. He was hired for a spe	cific
purpose and is doing that job well and the hiring of a n	ewphew
or any employee is certainly the responsibility of the m	anaging
officers of the corporation which, incidentally, was Uni	ted
States Platinum Refining, Inc. Again, we can't understa	nd
the purpose of this challenge, except, as will be pointed	d out
later, it relates to the employment application requests	from
two of the Plaintiffs, and	d the
fact they were refused.	
<u> </u>	•
It is further stated Defendant has purchased, usi	ng
corporate funds, personal items such as cameras, subscri-	ptions,
book clubs, food and has employed a maid at his home. A	s pre-
viously stated, as of November 30, 1974, our accountant	has
audited our books and records and has shown that all load	
made by and myself to Curtis Nevada Mines, Inc.,	

after deducting all payments for maids or any other personal

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hired his nephew

The charge is correct

resume speaks for

It is stated

Lus jeld Correct Arskit use, the sum of \$98,922.85 is still owed us as of that date. It might also be pointed out that since November 30, 1974, I have personally advanced considerable additional money to Curtis Nevada Mines, Inc. The records will speak for themselves.

acted ultra vires in usurping the function of the Board

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Under Count 7, it is stated that Defendant

of Directors by carrying our corporate acts without approval of the Board of Directors or after the fact blanket ratifications by the Board of Directors, specifically key personnel were hired and salaries were set without Board of Director approval. Directors who dissenting were forced to resign and moreover, although the Board of Directors agreed to have a meeting each month, that only three meetings were called by Defendant in the last nine months. Here again, the records will. speak for themselves. Attached is a copy of an excerpt from the minutes of the Board of Directors held on the 4th day of January 1972 which states the following: .....FOURTH: That of this Corporation is authorized to sign and bind this Corporation for any amount, without the approval of this Board, any desirable transaction, with the understanding that he will report any said transaction to the Board at the next regularly scheduled Board Meeting." Also, excerpt from the minutes of Board of Directors Meeting-dated the First day of May 1972 following: A CONTROL OF THE PARTY OF THE P Board Members reaffirmed a certain corporate resolution authorizing

and to enter into any agreement or contract which he deems acceptable for the financing of, or capital acquisition of, monies to actually commence production."

And finally, after the election of \_\_\_\_\_\_\_ to the and upon his motion, as shown in the minutes of June 17, 1974, the following motion was approved:

"Upon motion duly made and seconded and carried, a resolution previously made authorizing

to enter into any agreement or contract which he deems acceptable for the financing of, or capital acquisition of, monies and any other desirable transactions, up to actual commencement of production, said resolution and authorization is hereby reissued".

Further, the hiring and firing of employees of United States Platinum, Inc. or any of United States Platinum, Inc. companies does not come under the authority of Curtis Nevada Mines, Inc. Board. Further no employees were hired for Curtis Nevada Mines, Inc. other than security guards, mine superintendent and several laborers during the entire formation of the company, where fantastic salaries were provided. Even if they were, there is nothing in the Bi-Laws or Articles of Incorporation of Curtis Nevada Mines, Inc. that would prohibit the managing officers of the corporation to have hired such people if they were considered necessary to the operation of the company. Curtis Nevada Mines, Inc. mine payroll information will speak for itself.

As it relates to holding only three Board Meetings during the last nine months, the record will show that that statement is

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incorrect. Board Meetings were held on June 17, 1974. July 1, 1974, August 15, 1974, January 8, 1975 and February 20, 1975. There is no nine month gap and there was no purpose for having a Board of Director's Meeting during any gaps that did occur. More important, it might be pointed out that after August 1974, Defendant and other Board Members learned that had become employed by Financial Analysis Inc. of San Francisco. was questioned on several occasions following the receipt of this knowledge regarding his conflict of interest in that employment, because of the fact the of the company, Mr. is also a senior creditor, investor and fund raiser not only for Aero Engineering, Inc. but also for Great Central Mines of Canada. Further information conveyed to Directors following the August Meeting and sensing the default of Aero Engineering, Inc. with their agreement, and following information of closed door meetings with Aero Engineering, Inc. and and because of the fact that Mr. was employed by a man whose interests were not those of Curtis Nevada Mines, Inc., that Board Meetings were not encouraged in order to assure that Mr. did not leak information that could be detrimental to the success of our operations. Several times during and after the August Board Meeting confidential information was so released. have made more than one trip and held several private conferences with Aero Engineering, Inc. within the last few months, attempting to arrange subversive deals and who knows what other mischief. A copy of a Dun & Bradstreet report obtained on Financial Analysis. Inc. is attached. Also a copy of resignation letter to the Board of Directors of Curtis Nevada Mines, Inc., dated February 18, 1975 is on the letterhead of Financial Analysis, Inc. and shows It is attached, and speaks for as a itself. (See Exhibit F and Exhibit G)

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Investor

and as it relates to charges of attempts to utilize the
corporation for personal gains, I would like to point out
that the Board Meeting of January 8, 1975 was called spe-
cifically, at the request of to ob-
tain an extension of an option to purchase stock in Curtis
Nevada Mines, Inc. at a figure one-fifth of the price of
the established stock sales value and that the entire pur-
pose of that Board Meeting was for their own personal
gain. (See Exhibit H) We might also point out that
Mr. was also involved in that request. In addition,
was responsible for obtaining the same
extension of an option issued by MarMac Mines, Inc. by de-
manding a Board of Director's Meeting held for the express
purpose of extending that option.
As it relates to signing contracts without the Board of
Director's approval, please read minutes of Curtis Nevada
Mines, Inc. Board Meeting cited above. Also, in the min-
Mines, Inc. Board Meeting cited above. Also, in the min- utes of MarMac Mines, Inc., dated June 16, 1974 of the
utes of MarMac Mines, Inc., dated June 16, 1974 of the Board of Directors, made a motion which
utes of MarMac Mines, Inc., dated June 16, 1974 of the
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utes of MarMac Mines, Inc., dated June 16, 1974 of the Board of Directors, made a motion which was unanimously approved giving Mr. authority to pay bills, disburse money and sign contracts as needed. seconded that motion and it was carried. (See Exhibit I)  Count 7, Paragraph 33, Page 18, stated Defendants and McAllaster exercised their dominating influences on Defendant Corporations to have corporate funds used to purchase outstanding common stock for their own account to give them a more favorable control position for less than

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1,000 shares of stock. Also Plaintiff,
did purchase from
Plaintiff 500 shares of
stock. Plaintiff did also purchase
7,500 shares of stock from a man by the name of
(no relation) which stock was made part of the
Mine Properties Investors IV Trust. As
of Curtis Nevada Mines, Inc., I did
purchase 7,500 shares of stock from a Mrs.
with money I personally loaned to the corporation for that
purpose. That stock, however, was put back into corporate
shares and not one share was made out in my personal name.
This fact was reported to the Board of Directors and is
in the minutes of December 13, 1973 to wit:

"The Chairman reported on a letter received from Attorney regarding 7,500 shares of stock sold to together with our agreement with Mrs. dated August 30, 1972. The letter requested the return of Mrs. \$10,000.00 for said stock. According to Paragraph five of said agreement, we agreed to purchase back said stock for the said \$10,000.00.

The Chairman reported that we are now in a position to repurchase any stock that anyone having same would care to sell back to the corporation. It was unanimously agreed Chairman was to proceed to buy back all stock available at the best possible prices.

The Chairman reported on a loan by Chairman of \$26,180.00 on December 10 to the Corporation, out of which \$10,000.00

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nad gone to purchase the said stock of		
and \$5,000.00 had gone	· '.	<b>b6</b> .
toward the drill bill still outstanding		b7C
to Ingersoll-Rand." (See Exhibit J)		
Also, in the Annual Stockholders Meeting Report of June 5,	•	
1974, the matter of repurchasing stock of		b6
and was discussed and the Stockholders were ad-		b7C
vised the stock was placed back into the total unissued	•	-
stocks of Curtis Nevada Mines, Inc. The minutes also show		
a discussion of the legality of taking into corporate un-	•	
issued stock the repurchased stock, which our counsel was		•
to research, and which was discussed in later Board Meet-	•	
ings, where counsel indicated that the stock so repurchased		
could be placed back into the corporate unissued stocks out-		
standing, and that in view of that legal ruling, it was		
accomplished. Here again, the records are clear and		
will speak for themselves. Only Messrs.		
are guilty of this charge and they are Plaintiffs making the	charge	<b>)</b> .
Under Count 9, Page 20, we are charged further with the vio-		
lation of breach of duty to Defendant Corporations by fail-	•	•
ing to exercise reasonable care of managing the business of		
Defendant Corporations and their Subsidiaries. As with all	_	b6 .
other charges, the records will speak for themselves.		b7C
It can be stated categorically that had we not been in a posi		. :
tion of authority during the many crises that we have experi-		
enced during the existance of these companies, that the com-		
panies would long ago have ceased to exist. If we leave the		-
companies now we can guarantee you that that will be the		
outcome. You are aware that an agreement exists from the		
forming of the Curtis Nevada Mines, Inc. and the United State	<b>\$</b>	
Platinum, Inc. companies, that the chemical processes are	•	1
owned by Under the agreements of Curtis		
Nevada Mines, Inc. and the United States Platinum, Inc. com-		
panies, including MarMac Mines, Inc., the Curtis processes		

is made available for a consideration of \$10.00 for so long as he remains in Curtis Nevada Mines. Inc., has controlling stock and is an officer of that corporation. If the Plaintiffs had one single charge that was true. and I might add at this point, the entire document, if it wasn't so serious, would win the Academy Award for comedy, then I would be concerned. But again, the records of the corporations are very much in tact and will speak for themselves in any court of law. If these misdirected investors, who I might add are motivated by the personal desires of a hand full of people, who obviously desire to take over control of these potentially lucrative companies for their own personal gains and/or other subversive reasons continue this action then, I would simply resign from Curtis Nevada Mines, Inc., take my processes with me, and being the only major creditor, proceed to bankrupt its corporations and move against all the subsidiaries as well. I might also state I am in a position to bankrupt MarMac Mines, Inc. and would do so if I felt my investment was jeopardized. I might also point out and this matter has been discussed at several Board of Director's Meetings, that during the four years of total commitment to these corporations, and prior to December 31, 1974. John McAllaster, myself and drawn one cent in wages and have existed at times on sheer At the last Board Meeting it was voted salary loans guts. should be signed.

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Now, let's look at the real motives that stand behind this proposed action. As stated previously went to work for a company that has direct association with Aero Engineering, Inc., who is now involved with alleged S.E.C. violations, by selling Aero Engineering, Inc.'s ore and has raised more than \$500,000.00 for Aero Engineering, Inc. subjecting them to the wrath of S.E.C. his employer, was also involved in a stock manipulation involving

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Great Central Mines and one who is associated with Aero Engineering, Inc. It can be further proven that at a point in time both sought employment with our corporations at fantastic salaries and in positions of authority for which they had no previous The first disgruntlement occurred when they were refused. Jealousy ensued when a secretary was hired in the place of this so called talent at a savings to the corporation by not having to pay moving expenses as well as not having to provide a personal car, etc. and at far less salary. Further animosity developed when |was questioned as to his conflict of interest situation involving Financial Analysis, Inc. During the Shareholders Meeting at the ElDorado Hotel on November 16, 1974, a review of the minutes of that Meeting shows where a vote of confidence was given to all the managing personnel of the corporations for a job well done against impossible odds. I am enclosing, as a matter of record, two letters by two of the Plaintiffs that were sent to us shortly following that Meeting. One of these letters is from dated November 18 and the other one is an undated letter from both of whom are shown as Plaintiffs. (See Exhibit K and Exhibit L) The contents of these letters, and I might add there were others that were sent to us, showed nothing but satisfaction. What happened between November and January to change these people's opinion? The answer is quite simple. That a considered effort to develop problems for us was put who were in direct communiforth by Messrs. cation with Aero Engineering, Inc. and probably were acting in cohorts with them or at least influenced by them, as well. as our refusal for their employment which caused them to proceed, as they threatened to do months ago, to take control of the companies away from the existing officers, for their own personal gains. We have several taped conversations where these threats were made, not only with the There are three witnesses presently employed who have been engaged in such conversations.

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The first indication of this desire manifested itself first
in June 1974 and then by a visit from and
on January 8, 1975 when they supplied us
with a document entitled, "Suppliers and Agents Agreement
Between MarMac Mines, Inc., Curtis Nevada Mines, Inc.,
United States Platinum, Inc. and F and G Distributors".
(See Exhibit M) In reading this document, and had we signed
it for the personal benefit of we
would virtually have given them control of all aspects of
our manufacturing and sales, for absolutely no consideration.
This document was refused and created a further lack of
confidence in their corporate integrity. Messrs. and
were advised of this improprietory approach and were
told at the time it was considered a breach of business
etiquette and a conflict of interest with their Board res-
ponsibilities. A second meeting with and
for the same purpose was refused on January 15, 1975.
Total and purpose and rorused on Canadary 19, 1979.
The third breach occurred on January 22, 1975 when Messrs.
The third breach occurred on January 22, 1975 when Messrs.  Esq. arrived and presented
The third breach occurred on January 22, 1975 when Messrs.  Esq. arrived and presented us with a document entitled, "Contract of Sale of Real Pro-
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conflict.	We knew ot	herwi	se for he,	through	Aero E	ngineer-
ing, Inc.,	had been in	n con	stant cont	act with	Stockh	older
Don LoVerso	and Stock	holde	er Conrad P	riess and	l throu	gh
		had	been in con	nstant co	ontact	with
Stockholder	7		and that the	hese cock	camamy	charges
have been d	leveloped th	hroug	h the effor	rts of th	nese no	tables.

You have previously noted, and it has been placed in the minutes of the Board of Directors, that Messrs. LoVerso and Priess have, from the very beginning, been more con--cerned with their personal gains through their ownership of stock in these corporations than to any desire to assist these corporations. Their present act. mctivated by the Meyers and/or Aero Engineering, Inc. and Stockholder who is angered because he was may succeed in stirring up a few Stockholders, but there are many Stockholders of these corporations who know the true situation, and I might add, they possess considerably more stock, many times over the few that are objecting. A law suit filed by minority stockholders is always possible but a law suit filed with malice and with no facts that will stand in court, will bring in response a counter law suit with sizeable personal damages. It may also trigger a series of events, such as my resignation and the removal of my chemical processes, my bankrupting the corporations by virtue of being the major creditor and by other actions designed to protect my interests. This action, I am certain, they are not prepared for.

When you have had the opportunity to review all of these facts and with your own personal knowledge of what has taken place before and now, I am certain you will reach the same conclusion. I will resist any act or any attempt to take over this company in any manner and, I would think, the majority Stockholders would be greatly concerned by the action of these self-serving minorities. If they knew that their action could

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cause the defuncting of these companies and directly motivate the loss of their investment, I would think they would have better intelligence. In addition to causing the loss to the investors they create damage liability which, I assure you, we will pursue. There are many more facts and countless documents that I could supply you with but the assininity of these charges, does not merit wasting additional time. I strongly recommend that you send this entire document and its attachments to Attorney and repeat his opening statement to me at our last meeting, "shoot your best shot".

I also recommend that copies be sent to all Stockholders of all corporations to apprise them of the situation and perhaps consider a meeting of the satisfied Stockholders and commencement of our own law suit, should they proceed with their misdirected suit. For every action, there is a reaction and in this instance, we can prove their suit and intent is fraudulent.

I have learned since receiving this assimine complaint that very few of the so called Plaintiffs even have knowledge of this action. Further that Attorney was not authorized to include their names in this action. Some are considering an action against through their own attornies because of this.

In addition, we recommend a copy of the charges and our answer be sent to the Federal Securities Exchange Commission so they are apprised of these violations caused by misrepresentation of

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As stated, Les, we could deluge you with additional information including copies of taped conversations, etc. but frankly these charges are so ridiculous they do not justify our time to go beyond what we have prepared for you here. Should you have any questions, please advise.

Sincerely yours,

UNITED STATES PLATINUM, INC.

UNITED STATES PLATINUM,

RHC:rs

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ENGINEERING. Washington Corporation FOR THE FILING PERIOD JULY 1, 1974, TO JULY 1, 1975 FILED (Date) July 15. 1974 (NAME AND ADDRESS OF RESIDENT AGENT) Troy E. Becker 641 Oakwood Dr. Nevada Sparks, Nevada Is the Corporation's duly appointed Resident Agent in Charge of The above must be filled out or said principal office in the State of Nevada upon whom process receipt will be sent to Address ar can be served. To the Honorable Secretary of State of the State of Nevada: As required by NRS 1957, Secs. 78.150-78.165 and 80.1.10-80 140, as amended <u>ை டிக</u>், do hereby certify, that I am \_thereof; that the following is a full, true and correct list of all the officers and directors of said corporation at the date of this certificate with their address, to wit: Post office box or street number and city OFFICERS AND DIRECTORS President **b6** Secretary Director Director Director IF THERE ARE ANY FURTHER OFFICERS OR DIRECTORS PLEASE LIST THEM ON A SEPARATE SHEET AND ATTACH

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT BY RESIDENT AGENT

hereby accept the appoint-

ment as Resident Agent of the above named corporation.

Date 7 /15/74

Resident Agent

Signature of Officer

Tidle bo

Title

WM. D SWACKHAMER Secretary of State

By Bollin Howard.

Deputy Secretary of .

State

74=75"PAID\$10.00

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THE FEE TO FILE THIS LIST OF OFFICERS IS \$10.00 THERE IS A \$2.50 PENALTY FOR LATE FILING (1)

AERO	ENGINEERING,	INC.

LIMIO LIMITAL CONTRACTOR CONTRACT	1/1212/LT1/ACL * T1/AC *	*************			1.86
	gton	1			
For the Filing	Period July 1, 1973, to	July 1, 1974		• •	
To the Honorable Secretary of State of the State of	Nevada:			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
To the Honorable Secretary of State of the State of As required by NRS 1957, Secs. 78.150-78.165 an	nd 80.110–80.140, as am	ended, I Troy	E. Beck	er	} ************************************
,			(Name of	Officer)	
do hereby certify under corporate seal of said corpor	ation, that I am the	President		thereof; th	hat the
	·	(Title of Office	r)		
following is a full, true and correct list of all the of with their addresses, to wit:	Meers and directors of	said corporation	at the date	of this cer	tificate
OFFICERS AND DIRECTORS	Post office box o	r street and number.	also city or t	nwn and state	

 OFFICERS AND DIRE	COTORS		Post office be	ox or street	and ni	ımber, also city	or town and sta	ite
Troy E. Becker	- President	604	Oakwood	Drive	#3,	Sparks,	Nevada	-
 Walter P. Lucich	Vice President	ļ						b(
 	Vice President		######################################	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	w a o the woll a o o oc			
	***************************************	***************************************		w 1-4 1-15 1-15 1-16 1-16 1-16 1-16 1-16 1-16				
 Troy E. Becker	Director			Ž. r		-	; 	····
Walter P. Lucich	Director			~~~~		***************************************	,	
 				,				***************************************
 	Director	***************************************						
	Director							
	OFFICERS	MHO A	RE NOT DIR	ECTORS				
 NAME		•	Post office bo	ox or street	and nu	mber, also city	or town and sta	ite

WAR 2 6 1974 (Name and address of resident agent) at the request of 8 1974 Nevada Aero Engineering, In.e. 11748 Sand Point Way NE Seattle, Washington

is the corporation's duly appointed resident agent in charge of said principal office in the State of Nevada upon whom process can be served

ident

JOHN KOONTZ

Post office box or street and number, also city or town and state

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT BY RESIDENT AGENT

as Resident Agent of the above-na	med corporation.
Date March 21, 1974	. Rouldant Aront

& Sixly Day LO

# State of Aevada



# Tepartment of State

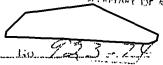
I, WM. D. SWACKHAMER, Secretary of State of the State of Nevada, do hereby certify that AERO ENGINEERING, INC. TWENTY-SIXTH day of MARCH, 19.74 file in this office did on the a certified copy of its Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada; and further, that said Corporation is at the date of this Certificate duly qualified to exercise therein all of the powers recited in its Charter or Articles of Incorporation, and to transact business in the State of Nevada in accordance with the laws governing Corporations in said State. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office in Carson City, Nevada, this TWENTY-SIXTH MARCH A. D. 19...74 SEAL Secretary of State

Form 2

FALL DE MENADA

MAR 26 1971

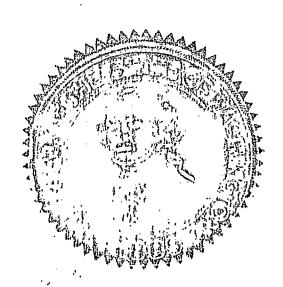
ANY MANAGERANTE SECRETARY OF STATE



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STATE OF WASHINGTON | DEPARTMENT OF STATE

a Washington corporation, was incorporated on February 25, 1965 ..., and is an existing corporation in good standing with all annual license fees paid to July 1, 19,74 ... and I further certify that the above named corporation is duly authorized to transact business in the State of Washington as of the date of this certificate...



In witness whereof I have signed and have affixed the seal of the State of Washington to this certificate at Olympia, the State Capitol,

March 7, 1974

2 Me Linder

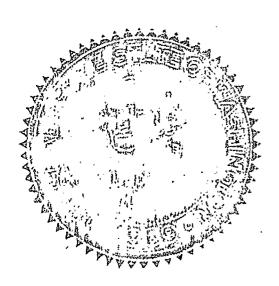
A, TUDIOW KRAMER SECRETARY OF STATE

#BL-- AO (20-84)



## STATE OF WASHINGTON | DEPARTMENT OF STATE

which have been duly filed and recorded in my office in accordance with law; I further certify that the above named corporation has not been dissolved and is in good standing as a subsisting corporation in the State of Washington with all of its license fees paid to July 1, 19\_74\_; and I further certify that I am the officer having the legal custody of the official record of the original Articles of Incorporation and all amendments to the Articles of said corporation,



In witness whereof I have signed and have affixed the seal of the State of Washington to this certificate at Olympia, the State Capitol,

March 7, 1974

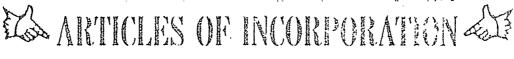
A HIDIOW KRAME

A. LUDLOW KRAMER SECRETARY OF STATE

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# UNITED SIMIES OF AMERICA THE STATE OF WASHINGTON Department Of State

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OF THE LOMEGUE CORPORATION

AERO ENGINEERING, INC.

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Of Seattle, Washington		(IO ,811W)	01067 ()	वाजव वर्ष
February 25, 1965 (1)11:090 (	HOOKA.	M, 1911 (C)()	BOR ROC	ORD IN
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filed at request of
Central Building Seattle, Washington 98104
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Filing and recording too \$ 50,00
License to June 30, 19 650, 30,00

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February 25, 1965

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BY STATE OF AREAST OF FRACE

ARTICIAS OF INCORPORATION

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KNOW ALL, MEN DY PRESE PRESENTS:

and (each of whom is a sitteen of the United States of America and a resident of the State of Washington), have associated themselves together for the purpose of forming a corporation under the laws of the State of Washington, and in pursuance thereof do hereby sign and acknowledge the following Articles of Incorporation, in triplicate originals, and state as fullows:

ARTICLES 1.

The name of the connection their it be

ASEO SNATTSERING, INC.

## ARCIOLS LL.

The general nature of the business of the corporation and the objects and purposes proposed to be transacted, promoted and carried on by it, are as follows:

- (1) To engage to the business of designing, constructing, leasing and in general dealing with the manufacturing of equipment used in the refining, smallng and processing of ores of all types and descriptions.
- (2) To purchase or otherwise acquire, so far as permitted by law, the whole or any part of the undertaking and business of any person, firm or corporation engaged to a business of the same general character as that for which this corporation is organized, and the property and tiabilities, including the good will, assets and stock in brade thereof, and to pay for the same either in cash or in sources, or partly in each and partly in shapes.
- (3) To the same extent as natural persons might or could do, to purchase or orderwise acquire, and to hold, maintain, work, develop, sell, lease, exchange, bire, convey, mortgage, or otherwise dispose of and deal to, lands and leaseholds, and any interest, estate and rights in real property and any personal or mixed property, and any franchises, rights, business or

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privileges necessary, convenient and appropriate for any of the purposes herein expressed.

- (4) To acquire by purchase, súbscription, or otherwise, and to hold for investment or otherwise, and to use, sell, assign, transfer, mortgage, pledge, or otherwise deal with or dispose of stocks, bonds, or any obligations or securities of any corporation or corporations; and to merge or consolidate with any corporation in such manner as may be provided by law.
- (5) To borrow money, and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise, without limit as to amount, except as may be prohibited by statute, and to secure the same by mortgage, pledge or otherwise, and generally to make and perform agreements and contracts of every kind and description.
- (6) To conduct and carry on its business, or any part thereof, and to have one or more offices, and to exercise all or any of its corporate powers and rights in the State of Washington, and in the various states, territories, colonies and dependencies of the United States, in the District of Columbia, and in all or any foreign countries or country.
- (7) To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers hereinabove set forth, either alone or in association with other corporations, firms or individuals, and to do every act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business or powers, or any part or parts thereof: Provided, the same be not inconsistent with the laws under which this corporation is organized.

## ARTICLE III.

The corporation is to have perpetual existence.

## ARTICLE IV.

The registered office of the corporation is to be located at 1211 - 20th Avenue East, Seattle, King County, Washington.

## ARTICLE V.

The authorized capital stock of the corporation shall be Fifty Thousand Dollars (\$50,000.00), consisting of Five Thousand (5,000) shares of common stock having a no par value.

## ARTICLE VI.

The amount of paid-in capital with which this corporation will begin business is the sum of Five Hundred Dollars (\$500.00).

## ARTICLE VII. ..

The management of this corporation shall be vested in a Board of Directors; the number of directors shall not be less than three (3) nor more than nine (9); and the number, qualifications, terms of office, manner of election, time and place of meeting, and powers and duties of the cirectors shall be such as are prescribed by the By-Laws of the corporation.

#### ARTICLE VIII.

The authority to make By-Laws for the corporation is hereby expressly vested in the Board of Directors of this corporation, subject to the power of the shareholders to change or repeal such By-Laws. The Board of Directors shall not make or alter any By-Laws fixing their qualifications, classifications, terms of office or compensation.

#### ARTICLE IX.

The corporation reserves the right to smend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred on the stockholders herein are granted subject to this reservation.

## ARTICLE X.

The names and post office addressed of the directors who

Statist manage	=, 196,5, are as follows:
	1211-20th East, Seattle, Washington 1211-20th East, Seattle, Washington 552 Central Bldg., Seattle, Washington

## ARTICLE XI.

The name and post office address of each of the incorporators of the corporation and the number of shares subscribed by each is as follows:

1211 - 20	th	East
Seattle,	Was	shington

Shares

\_ २.

552 Central Bldg.
Seattle, Washington

552 Central Bldg.
Seattle, Washington

Shares

IN WITNESS WHEREOF, the incorporation have hereunto set their hands this day of Freques, 1965.

STATE OF WASHINGTON )
: ss.
COUNTY OF K I N G )

THIS IS TO CERTIFY that on this /b day of Festivated

to me personally known to be the persons described in and who executed the foregoing Articles of Incorporation, and they and each of them did acknowledge and declare to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

-4-

## AFFIDAVIT

STATE OF WASHINGTON )
COUNTY OF KING
being first duly sworn
on oath deposes and says:
That he is (representative)
of Aero Engineering, Inc.,  (name of corporation)
·
and that to the best of his knowledge and belief the value
received and to be received by said corporation in return
for the issuance of its non-par-value stock does not ex-
ceed the sum of \$50,000.00 .
SUBSCRIBED and sworn to before me this 24th day of
February, 1965.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

D-19221

FILE NUMBER



DOMESTIC

# STATE OF WASHINGTON DEPARTMENT OF STATE

I, A. LUDLOW KRAMER, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

# ARTICLES OF INCORPORATION

of AERO ENGINE	ERING, INC.
a demestic corporation of Se	wattle,Washington,
(Amending purpos	es)
was filed for record in this office on this do	ate, and I further certify that such Articles remain
on file in this office.	•
	·
Filed at request of	•
Troy E. Becker	•
Scattle, Washington, 98125	, , , , , , , , , , , , , , , , , , ,
***************************************	In witness whereof I have signed and have
Filing and recording fee \$ ,10,00	affixed the seal of the State of Washington to
License to June 30, 19 \$	this certificate at Olympia, the State Capitol,
Excess pages @ 25¢ \$	July 3, 1968
Microfilmed, Roll No.	,
Page / Page	A LUDIOW KRAMER
Page . !	SECRETARY OF STATE

754 3 JUL 668

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JUL 3 - 1968

## CERTIFICATE OF CONSENT OF SHAREHOLDERS TO

AMENDMENT OF ARTICLES

A. LUDLOW KRAMER
BY. BECHETABLY OF STATE DE

It is hereby certified by the undersigned, the President and Secretary, respectively, of the AERO ENGINEERING, INC., corporation, that on the 21st of June, 1968, there was filed with the secretary of the said corporation a consent to the following amendments of the Articles of Incorporation of said corporation which consent was signed by shareholders owning all of the outstanding shares of stock in the corporation entitled to vote on such amendments:

ARTICLE II, subheading(I)of the Articles of Incorporation is hereby amended as follows:

To engage in the business of designing, constructing, leasing and in general dealing with the manufacturing of equipment used in the refining, smelting, mining and processing of ores of all types and descriptions.

To engage in mining and processing of all types of minerals; to buy, exchange, contract for lease, and in any and all other ways acquire, take, hold, and own, and to deal in, sell, mortgage, lease, or otherwise dispose of lands, mining claims, mineral rights, oil wells, gas wells, oil lands, gas lands, and other real property, and to manage, operate, maintain, improve and develop the properties, and each and all of them.

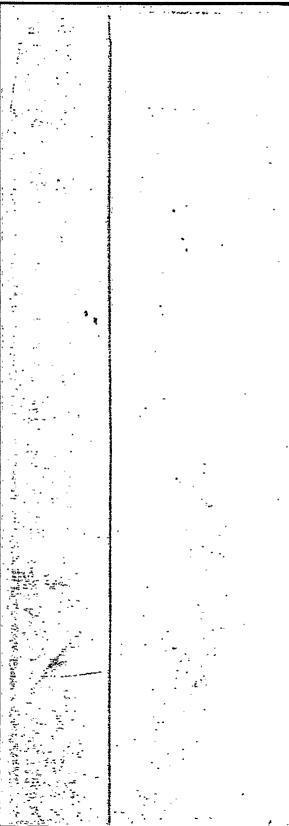
President President

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_\_\_

\_1968

Wotary Public in and for the State of Washington, residing

at Seattle



CERTIFIED COPY OF

ARTICLES OF INCORPORATION

OF

AERO ENGINEERING, INC.

FILED AT THE REQUEST OF

Aero Engineering, Inc.

11748 Sand Point Way N.E.

Seattle, Washington 98125

March 26, 1974

WM. D. SWACKHAMER, SECRETARY OF STATE

(BY) DEPUTY SECRETARY OF STATE

No. 923-74

FILING FEE \$ 40.00

File of minima to Control of the con	UNITED STATES FLAT	THE PRETITED TO	
Fry Street Committee	A Novada	Carporatio	
FOR THE F	ILING PERIOD JULY 1, 1974,		The first of the first
(NAME AND ADDRESS OF RESIDENT AGENT	)	FILED (Date)	TITO
Fry and Fry	and the state of t	Fry and Kry, Arry	. be
NAME		Post Office flox 2	2756
Repo	Nevada	, ricyuda - g	ya <b>v</b> a
CITY	, v	3	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
Is the Corporation's duly appointed Resaid principal office in the State of Notice can be served.		The above must I receipt will be ser left.	
Name of Officer	78.165 and 80.110-80.140, as by certify, that I am sereof; that the of all the officers and directo	ers of said	
OFFICERS AND DIRECTORS	Post office b	pox or street number and ci	ty .
		Nevada	b
John W. McAllaster Vice Pro	esident 2301 Oddie Blyd	d., Space 123, Ren	o, Nevada
Vice Pr	esident 2301 Oddie Blvd esident		no. Nevada
Vice Pr	esident  Director  Director	Nevada	o, Nevada
Vice Pr	Director Director	Nevada	
Vice Pr	Director Director	Nevada	ND ATTACH
Vice Pr	Director Director Oirector Oirector Oirector	Nevada	ND ATTACH
IF THERE ARE ANY FURTHER OFFICERS  CERTIFICATE OF ACCEPTANCE OF A RESIDENT AGENT  I, Leslie M. Fry	Director Director Orector OR DIRECTORS PLEASE LIST THEA PPOINTMENT BY	Nevada Nevada Nevada  Non A SEPARATE SHEET A	ND ATTACH
IF THERE ARE ANY FURTHER OFFICERS  CERTIFICATE OF ACCEPTANCE OF A  RESIDENT AGENT	Director Director Orector OR DIRECTORS PLEASE LIST THEA PPOINTMENT BY	Nevada Nevada Nevada Signature	ND ATTACH
IF THERE ARE ANY FURTHER OFFICERS  CERTIFICATE OF ACCEPTANCE OF A RESIDENT AGENT  I, Leslie M. Fry	Director Director Orector OR DIRECTORS PLEASE LIST THEA PPOINTMENT BY	Nevada Nevada Nevada Signature  Title  WM. D. SWACKI	ND ATTACH of Officer
Vice Pr  IF THERE ARE ANY FURTHER OFFICERS  CERTIFICATE OF ACCEPTANCE OF A RESIDENT AGENT  I, Leslie M. Fry  ment as Resident Agent of the abo  Date & 28-74	Director Director Orector OR DIRECTORS PLEASE LIST THEA PPOINTMENT BY	Nevada Nevada Nevada Non A SEPARATE SHEET AI  Title WM. D. SWACKI- Secretary of Sta	ND ATTACH  of Officer  AMER
Vice Pr  IF THERE ARE ANY FURTHER OFFICERS  CERTIFICATE OF ACCEPTANCE OF A RESIDENT AGENT  I, Leslie M. Fry  ment as Resident Agent of the abo  Date & 28-74	Director Director Director Oirector Oir	Nevada Nevada Nevada Nevada  Non A SEPARATE SHEET AI  Title  WM. D. SWACKI Secretary of Sta  By Bulli Deputy Se	ND ATTACH LE of Officer AMER te
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## LIST OF OFFICERS, DIRECTORS AND AGENT

Form &a.

OF

UNITED STATES PLATINUM REFINING, INC.

	A Neva	da	rporation	,
	For the Filing	Period July 1, 1972, to Ju	ly 1, 1973	•
To the Honorable Secretary of Stat	e of the State of	Nevada:		4,
As required by NRS 1957, Secs				, b6
				f Officer) b7C
do hereby certify under corporate s	eal of said corpor	ation, that I am the	(Title of Officer)	thereof; that the
following is a full, true and correct with their addresses, to wit:	t list of all the of	ncers and directors of sa	aid corporation at the dat	te of this certificate
OFFICERS AND DIRECTOR	:8	Post office box or s	street and number, also city or	town and state
			Nev	ada b6
J. W. McAllaster	Vice President	2301 Oddie Bl	lvd., Space 123,	•
	¥ 100 1 103 100 10			, , ,
	Vice President			
***************************************			Nevada	
***************************************	******************		Nevada	
• • •	Director			• •
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	Director			
	Director	*		
	Director		A	,
	Director			
Properties Court C	<del></del>	WHO ARE NOT DIRECTO		
NAME	, ,		treet and number, also city or	town and state
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			Filedat the request of	? 1973
LESLIE M. FR		•	4	# 1
105 North Si Reno, Nevada		•	- Fry T	V Col
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	•	. '	Ferro,	Vev. 89505
is the corporation's duly appointed office in the State of Nevada upon		n charge of said principa	ul '	b6 b70
The state of the s	\	7	JOHN KOONTZ	
	BI	Spature on Officer	Secretary of Stat	8 2
		To the or of the section of the sect	- By Doyuty Se	porotary of State
		Title		
GENTIFICATE OF ACCES		POINTMENT BY		·•
RESIL	ENT AGENT	•		

, hereby accept the appointment 1972 -

Linklia M. Fry........., herel

### LIST OF OFFICERS, DIRECTORS AND AGENT

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Form 26

UNIT	ED STATES PLATINUM	REFINING	inc i'm	
A.L.	Nevada Corpo	oration		
For the Filin	g Period July 1, 1973, to July 1	1, 1974		
To the Honorable Secretary of State of the State o	f Nevada;			
As required by NRS 1957, Secs. 78.150-78.165	and 80.110-80.140, as amended	ì, I		
do hereby certify under corporate seal of said corporate	oration that I am the		(Name of Officer)	
:	oration, that I am the	(Title of Officer)	there	oi; that the
following is a full, true and correct list of all the with their addresses, to wit:	officers and directors of said	corporation a	t the date of thi	s certificate
OFFICERS AND DIRECTORS	Post office box or stree	t and number, a	lso city or town and	·
	].		Nevada	66 50 <u>،                                     </u>
. W. McAllaster Vice Presiden	t 2301 Oddie Blvd	Space 12	3, Reno, N	evada
Vice Presiden	t	·····	athinistic and the state of the	
	1		Nevada. 89	503
	<u> </u>		Nevada 89	503
Directo	r	· · · · · · · · · · · · · · · · · · ·		
			•	
	r			
Directo	r	***************************************		
Directo	r	*****************************	*************************	
	r		***************************************	
OFFICERS	8 WHO ARE NOT DIRECTORS			
NAME	Post office box or street	t and number, al	so city or town and	state
		-		-
		*	.•	
		** *** *** *** *** *** *** *** *** ***	- 1	
		**************************************	***************************************	
(Name and address of resident ag	rent)		JUL 2 1973	
LESLIE M. FRY	7	Filed at the re		
105 N. Sierra St.		an bite 16	quest or	103
			ry, Attys.	
Reno, Nevada 89501	1		ce Box 2756 vada 8950	
			And the second s	
is the corporation's duly appointed resident agent office in the State of Nevada upon whom process car		Φ.	,	the state of the s
		) JOHN H		. b
	Signature of Officer	Decretary	y of State	
	Title	By	Deputy Secretary of	f State
		-		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
CERTIFICATE OF ACCEPTANCE OF A	PPOINTMENT BY	202 2 4 BAH	กักกับ	

Leslie M. Fry hereby hopept the appointment as Resident Agent of the above named corporation.

## State of Arnada

HOMENERS SENTENCE OF SENTENCES



## Bepartment of Sinie

174	D.	SHACTHALTA	
[, ]=3	Sarks J		Secretar

Secretary of State of the State of Nevada, do hereby certify:

lid on the TVENTY-THED day of FEDRUAY, 19.73 file in this offic
he original Articles of Incorporation; that said Articles are now on file and of record in the offic
of the Secretary of State of the State of Nevada, and further
that said Articles contain all the statements of facts require
by the law of said State of Nevada.
In Witness Whereof, I have hereunto set my hand and affixe
the Great Seal of State, at my office in Carson City, Nevada, th
TWENTY-THIRD doy of FEBRUARY , A. D. 1973
WM. D. SWACKHAMER
Secretary of State
By
326

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

### LETTER OF CONSENT

FEB 2.3 1973

John Hoontz - Bechetary of State

Hon. William Swackhamer Secretary of State Carson City, Nevada

Dear Sir:

as of United States Platinum, Inc. does hereby consent to the use of the name of UNITED STATES PLATINUM REFINING, INC. and waives any rights he or the corporation may have to the use of the other name.

DATED this 22nd day of February , 1973.

UNITED STATES PLATINUM, INC.

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GRATES OF NEVADOR

#### ARTICLES OF INCORPORATION

OF.

FEB 2,3 1975

UNITED STATES PLATINUM REFINING, INCOMPRESENTA BEGRETARY OF STATES

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KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation pursuant to the provisions of the corporation laws of the State of Nevada, and all Acts amendatory thereof, or additional thereto.

11 AND WE DO HEREBY CERTIFY:

12 FIRST: That the name of this corporation is and shall be:

14 UNITED STATES PLATINUM REFINING, INC.

SECOND: That the place where its principal office is to be located is 105 North Sierra Street, Reno, Nevada, but this corporation may maintain an office in such other place or places as may be from time to time fixed by its Board of Directors, or as may be fixed by the By-Laws of said corporation.

THIRD: That the objects and purposes for which said corporation is formed and the nature of the business proposed to be transacted, promoted or carried on by said corporation are:

- (a) To engage in, carry on and operate any lawful business or activity.
- (b) To subscribe for, purchase, invest in, hold, own, assign, pledge and otherwise dispose of shares of capital stock, bonds, mortgages, debentures, notes and other securities, obligations, contracts and evidences of indebtedness or corporations of the State of Nevada, or any other state, and to exercise in all respects to any such shares of stock, bonds or other securities of any corporations of the character hereinabove

described any and all rights, powers and privileges of
individual ownership, including the right to vote, issue bonds
and other obligations, and to secure property of the company
and to sell or pledge such bonds and other obligations for
proper corporation purposes, and to do any and all acts and
things tending to increase the value of the property at any
time held by the corporation.

The said corporation shall be and is hereby authorized to purchase; acquire, hold and dispose of the stock, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and issue an exchange therefor, its stock, bonds or other obligations, and,

- 1) To buy, sell or otherwise acquire, hold, own, use, manage, improve, maintain, develop, sell, rent, mortgage, transfer or exchange real estate; to trade in and deal with real property, improved or unimproved, in the State of Nevada and elsewhere.
- 2) To purchase real estate, make and purchase materials for the construction of buildings; to erect buildings; to own, ... manage, operate, lease and sell buildings.
- 3) To engage in any and all types and phases of managing and operating a refinery for the purpose of refining and processing precious metals and other ores, including location and construction of a refinery and all other processing apparatus used in connection therewith and to engage in any related business deemed in the corporate interest.

The corporation shall have, exercise and enjoy each and every power which a Nevada corporation may lawfully have or enjoy and may transact any lawful business which may be necessary, incidental or convenient in connection with the business of the corporation, whether or not such business is similar in character to the general nature of the business expressed above.

RY AND FRY
ITH 194919 AND
INDEXESSOR AT LAW

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1 FOURTH: The amount of the authorized capital stock 2 shall be TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, to consist of TWO HUNDRED THOUSAND (200,000) SHARES of common stock of the 3 par value of ONE (\$1.00) DOLLAR for each share. 4 5 FIFTH: The voting power of the stockholders shall 6 be determined upon the basis of One (1) vote for each share of 7 common stock held by any stockholder in the corporation. SIXTH: The stockholders of this corporation shall 8 9 not at any time be liable for the obligations or liabilities 10 of this corporation; that the private property of the stockholders 11 of this corporation shall not be subjected to the payment of the debts or liabilities of this corporation; that this paragraph 12 13 of these Articlos of Incorporation shall not be amended in any 14 particular. 15 The capital stock of this corporation, after the amount . 16 of the subscription price has been paid in, shall not be subject 17 to assessment to pay the debts or obligations of this corporation, 18 or otherwise, and no stock issued as fully paid stock shall ever 19 be assessed or be assessable for any meason or cause whatsoever, 20 and the Articles of Incorporation shall not be amended in this 21 particular. 22 SEVENTH: The members of the governing board of this 23 corporation shall be styled directors. The corporation shall 24 have not less than three (3) nor more than seven (7) directors. 25 EIGHTH: The names and addresses of each of the original 26 incorporators are as follows: 27 Name Address 28 Nevada 29 J. W. McAllaster 2301 Oddie Blvd., Space 123 30 Reno, Nevada 31

32

Novada

the person described in and who executed the foregoing instrument 2 and who duly acknowledged to me that he executed the same freely 3 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 in this certificate first above written. LOUIS M. 13Y 9 Notary Palita - the fel ferria 8 48 36 En 27 My Commission Leading Lat. 1. 1914 STATE OF NEVADA 10 announce state description and management COUNTY OF WASHOE 11 On this and day of The Many 12 1973, before me, 13 the undersigned, a Notary Public in and for said County and State, 14 personally appeared J. W. McALLASTER, known to me to be the 15 person described in and who executed the foregoing instrument 16 and who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. 17 18 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate 19 20 first above written. 21 manningananasahahannanasaha------22 LESLIE M. PRY Notary Public -- Teta of Mare 's 23 STATE OF NEVADA Washes County. My Commission Expires July 2, 1224 24 COUNTY OF WASHOE On this day of Thunday, 1973, before me, 25 26 the undersigned, a Notary Public in and for said County and State, 27 personally appeared known to me to be the person 28 described in and who executed the foregoing instrument and who 29 duly acknowledged to me that she executed the same freely and 30 voluntarily and for the uses and purposes therein mentioned. 31 IN WITNESS WHEREOF, I have hereunto set my hand and

affixed my of his certificate day and year in this certificate

boundance of the boundary of the color

My Commission Explica July 4. 1711

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in gitt - fifty where it matholism, we make my manage opening open may represent the both this work the both this work of the state of	C MINUS, INC.		· ·
FOR THE FILING F	PERIOD JULY 1, 1974,	Corporation TO JULY 1, 1975	
(NAME AND ADDRESS OF RESIDENT AGENT)		FILED (Date)	HW 5-4-1976-
Lealle M. Fry			
NAME	£ 3.256	D A	The second secon
Reno 3950	1 .		***
CITY	(1.000)	-	
_ts the Corporation's duly appointed Resident said principal office in the State of Nevada can be served.		The above must be receipt will be sent left.	
			3
	£ 61		
To the Honorable Secretary of State of the St As required by NRS 1957, Secs. 78.150-78.165		amended	
J. W. McAllaster , do hereby certi	fy, that I am		As a
the President thereof; (Title of Officer)	that the		
following is a full, true and correct list of all the corporation at the date of this certificate with		i	
corporation at the date of this certificate with	i illen adaress, 10 wir.		
OFFICERS AND DIRECTORS	· Post office b	ox or street number and city	- e
J. W. McALLASTER President	2301 Oddie Blv	d., Space 123, Reno	, Nevada
MARCELLA L. McALLASTER Vice President	2301 0111 Blv	ā., Opace 123, Reno	, Nevada b6
Vice President		~~~~	
			* * * * * * * * * * * * * * * * * * * *
	,	*	
*** . IF THERE ARE ANY FURTHER OFFICERS OR DIF	RECTORS PLEASE LIST THEA	A ON A SEPARATE SHEET AND	ATTACH
			b6 b70
CERTIFICATE OF ACCEPTANCE OF APPOIN	TMENT BY		
RESIDENT AGENT		Signature of	Officer
ment as Resident Agent of the above man	by accept the appoin	t- Title	
Mon do nosidon rigem of me doose hum	in self	WM. D. SWACKHA	MED
Date 6-17-74 Kish!	11/1/2	Secretary of State	WIEN
Reside	nt-fagortiz	By Boldie	Lowers
		. Deputy Sea	

## LIST OF OFFICERS, DIRECTORS AND AGENT

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	. Nevada	, b	Corporat	ion		; * * * * * * * * * * * * * * * * * * *
	For the Filing Peri		, "	4		
To the Honorable Secretary of State	of the State of Nev	ada:			<del></del>	, h <i>6</i>
As required by NRS 1957, Secs. 7	8.150-78.165 and 8	0.110 <b>–80.14</b> 0, a	s amended, I	(Name	of Officer)	b6 b7C
do hereby certify under corporate sea	l of said corporatio	n, that I am th		<del></del>	thereof; the	it the
following is a full, true and correct li with their addresses, to wit:	ist of all the officer	s and director	·	poration at the da	te of this certi	ficate
OFFICERS AND DIRECTORS		Post office	box or street an	d number, also city o	r town and state	
J. W. McALLASTER	President 230	)l Oddie E	31vd. Spa	ce 123, Rene	o, Nevada	
- 6					Nevada	ь6 b7C
1	Vice President		***************************************	Alv-maintiffication and an arms		
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· i					PROPERTY OF PERSONS ASSESSED.	,
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	Director		7 / 7 0 A 1 7 9 3 3 3 4 4 4 4 4 4 4 4 6 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	**************************************	***************************************	
	Director		*************************	*	***************************************	,
	OFFICERS WHO	እ ለውድ አንርም ከ11	ンプロザヘンス	2		
NAME	OZZIOLIUS WIIC			d number, also city or	town and state	
	, '					
		· ·				
(Name and addre	es of resident agent)			· /All a o	de Carrenter de Principal de la Carrente de la Carr	
LESLIE M. FRY			. Д .	Filed Filed 2 8 at the request of		
105 North Sierra St	reet				e e	
Reno, Nevada				Fry and Fry.	Atiýs.	
		•		Post Office E Reno, Iveratio	N 27/58 890 65	P P Para Area an Autoria
is the corporation's duly appointed re			rincipal .	केंग्रिके पूर्व के कि क्षा प्रतिकृति के कि कहा है कि स्वीत का सुरक्ष का ने नेता का के क्ष्मिक का का क	The state of the s	
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	(X) Signate	ere of Officer	$\rightarrow$	Secretary of Sta	to	. b7(
		Title		By Doputy :	ecrotary of Etato	
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as Resident Agent of the above-named	COSTOSTRACION. /			•		79 ay 1 4 a
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do hereby certify under corporate seed of anid every	ention, thus	I has thou	Preside	nt were the	grant that the
c following is a full, true and correct list of all the cuith their addresses, to with	ders and d	lic stors of se	d corporation	at the date of	this certificate
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J. W. MCALLASTER			La Contraction of		一致的原始的复数分别的一种
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. 1. the corporation's duly appointed resident agent is		rain hemoiles	<u></u>		<b>b</b> 6
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1 JUSTAIN 11. FRY		in the second	्रा क्षेत्रका <b>विकास है।</b> इस्तारी क्षेत्रकारी के स्टेस्ट्रिक		A State Control of th
as Replacet Agent of the above-named corporation	Standard L	urpaine.			
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## State of Aevada



## Bepartment of State

I, JOHN KOONTZ, Secretary of State of the State of Nevada, do hereby certify

that	MARMAC MINES, INC.
did on the SIXTH	day of
the original Articles of Incorporation	on; that said Articles are now on file and of record in the office
	of the Secretary of State of the State of Nevada, and further,
	that said Articles contain all the statements of facts required
	by the law of said State of Nevada.
	In Witness Whereof, I have hereunto set my hand and affixed
	the Great Seal of State, at my office in Carson City, Nevada, this
	SIXTH day of DECEMBER A D. 19 72
[SML]	Cartan and the second
	Secretary of State
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ARTICLES OF INCORPORATION DEC 6-1/2

OF JOHN KOONIZ. ECCAVIANY OF BTALE

MARMAC MINES, INC.

MARMAC MINES, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily

associated ourselves together for the purpose of forming a

corporation pursuant to the provisions of the corporation laws

of the State of Nevada, and all Acts amendatory thereof, or

11 AND WE DO HEREBY CERTIFY:

additional thereto.

FIRST: That the name of this corporation is and shall be:

MARMAC MINES, INC.

SECOND: That the place where its principal office is to be located is 105 North Sierra Street, Reno, Nevada, but this corporation may maintain an office in such other place or places as may be from time to time fixed by its Board of Directors, or as may be fixed by the By-Laws of said corporation.

THIRD: That the objects and purposes for which said corporation is formed and the nature of the business proposed to be transacted, promoted or carried on by said corporation are:

- (a) To engage in, carry on and operate any lawful business or activity.
- (b) To subscribe for, purchase, invest in, hold, own, assign, pledge and otherwise dispose of shares of capital stock, bonds, mortgages, debentures, notes and other securities, obligations, contracts and evidences of indebtedness or corporations of the State of Nevada, or any other State, and to exercise in all respects to any such shares of stock, bonds or other securities of any corporations of the character hereinabove

described any and all rights, powers and privileges of individual ownership, including the right to vote, issue bonds and other obligations, and to secure property of the company and to sell or pledge such bonds and other obligations for proper corporation purposes, and to do any and all acts and things tending to increase the value of the property at any time held by the corporation.

The said corporation shall be and is hereby authorized to purchase, acquire, hold and dispose of the stock, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and issue an exchange therefor, its stock, bonds or other obligations and,

- 1) To buy, sell or otherwise acquire, hold, own, use, manage, improve, maintain, develop, sell, rent, mortgage, transfer or exchange real estate; to trade in and deal with real property, improved or unimproved, in the State of Nevada and elsewhere.
- 2) To purchase real estate, make and purchase materials for the construction of buildings; to erect buildings; to own, manage, operate, lease and sell buildings.
- apparatus, and to engage in any and all types and phases of mining businesses including, but not limited to, any and all types of mining operations, including location and filing of mining claims, doing and performing assessment work, exploratory work, constructing and operating a mill or other processing apparatus, and to engage in any related business deemed in the corporate interest.

The corporation shall have, exercise and enjoy each and every power which a Nevada corporation may lawfully have or enjoy and may transact any lawful business which may be necessary, incidental or convenient in connection with the business of the corporation, whether or not such business is

similar in character to the general nature of the business expressed above. FOURTH: The amount of the authorized capital stock shall be TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, to consist of TWO HUNDRED THOUSAND (200,000) SHARES of common stock of the par value of ONE (\$1.00) DOLLAR for each share. FIFTH: The voting power of the stockholders shall 8 be determined upon the basis of One (1) vote for each share of 9 common stock held by any stockholder in the corporation. 10 SIXTH: The stockholders of this corporation shall 11 not at any time be liable for the obligations or liabilities 12 of this corporation; that the private property of the stockholders 13 of this corporation shall not be subjected to the payment of the 14 debts or liabilities of this corporation; that this paragraph 15 of these Articles of Incorporation shall not be amended in any 16 particular. 17 The capital stock of this corporation, after the amount 18 of the subscription price has been paid in, shall not be subject 19 to assessment to pay the debts or obligations of this corporation, 20 or otherwise, and no stock issued as fully paid stock shall ever . 21 be assessed or be assessable for any reason or cause whatsoever, 22 and the Articles of Incorporation shall not be amended in this 23 particular. 24 SEVENTH: The members of the governing board of this 25 corporation shall be styled directors. The corporation shall 26 have not less than three (3) nor more than five (5) directors. 27 . EIGHTH: The names and addresses of each of the original 28 incorporators are as follows: 29 Name 30 John W. McAllaster 2301 Oddie Boulevard, Space 123 Reno, Nevada 89503 31 Marcella L. McAllaster 2301 Oddie Boulevard, Space 123 Reno, Nevada 89503

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2	NITNIIII. III). II II II II II II II II II II II II II	danama of oach of the finat	
, 3 4	NINTH: The names and a Board of Directors are as follows	ddresses of each of the first	
5			
6	Name Name	Address Conce 12	2
7	John W. McAllaster	2301 Oddie Boulevard, Space 12 Reno, Nevada 89503	3
. <b>'</b> 8	Marcella L. McAllaster	2301 Oddie Boulevard, Space 12 Reno, Nevada 89503	3 b6 b70
9			
10		Nevada .	
11	·	he existence and the duration	
12	of life of this corporation shall		,
13	·	ing all of the original sub-	
14	scribers to the Articles of Incor	poration of this corporation,	
15	for the purpose of forming a corpo	oration to do business, both	
16	within and without the State of No	evada and in pursuance of the	
17	general corporation laws of the S	tate of Nevada, do make and	
18	file this certificate hereby declar	aring and certifying that	
19	the facts hereinabove stated are	true and accordingly have	
20	hereunto set our hands this	day of Allonher.	
21	1972.		`
22		1.10) Mila Mostin	
23	JOH JOH	N W. McALLASTER	• -
		100	ا 
24	1270	reella L. Mcallaster	/
25	MAR	CELLA L. MCALLASTER	ъ6
26			b7C
27			,
28			
29 /	STATE OF NEVADA ) ) ss.	•	
30	COUNTY OF WASHOE )		•
31	On this day of	Allinald, 1972, before	į
32 RY	me, the undersigned, a Notary Pub	lic in and for said County and	

RY AND FRY ATTORNEY AND UNCELOWS AT LAW NEELO, NEVADA

1 State, personally appeared JOHN W. McALLASTER and MARCELLA L. 2 McALLASTER, known to me to be the persons described in and who 3 executed the foregoing instrument and they duly acknowledged to 4 me that they executed the same freely and voluntarily and for 5 the uses and purposes therein mentioned. 6 IN WITNESS WHEREOF, I have herento set my hand and . 7 affixed my official seal the day and year in this certificate 8 first above written. 9 10 11 LEDDE M, 107 Richary 2 William of the of Horada 12 V 58 21 Garate My Constitution Explicated for 1000 જ્ઞાનનનનના ભાગમાં જાણાવાના તેના જ્યાના જાણી 13 STATE OF NEVADA 14 COUNTY OF WASHOE 15 day of Allender 16 me, the undersigned, a Notary Public in and for said County and 17 State, personally appeared known to me to be 18 the person described in and who executed the foregoing instrument 19 and who duly acknowledged to me that she executed the same freely 20 and voluntarily and for the uses and purposes therein mentioned. 21 IN WITNESS WHEREOF, I have hereunto set my hand and 22 affixed my official seal the day and year in this certificate 23 first above written. 24 25 26 LESLIE 14. 1.7 27 Hotory Public -- Listo of Hoveda Weshis County 28 My Commission Expires July 2, 1:73 29

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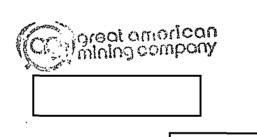
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# State of Arvada



# Bepartment of State

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lid on the <u>TWE</u> he original Articles o	NTIETH  of Incorporation	day of ; that said /	OCTOBER Articles are now or	· · · · · · · · · · · · · · · · · · ·	72_file in firecord in	
		of the S	Secretary of State o	f the State o	f Nevada, ar	nd further,
			id Articles contain a aw of said State of		ments of fact	s required
		1 ?	Witness Whereof, I	have hereunto	set my hand	and offixed -
		the Gred	at Seal of State, at 1	my office in (	Carson City, N	levada, this
[SEAL]		By	do do	y of CC	n Flor	-



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3862 STEWART ROAD ATLANTA, GEOPSIS 30340 TWX No. 810-757-3663

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Form 25

UNITED	STATES PLATINUM. INC.	e meninger
A	Navada Corporati	on
For the Filing	Period July 1, 1978, to July 1, 19	74
To the Honorable Secretary of State of the State of	Nevada:	
As required by NRS 1957, Secs. 78.150-78.165 a		(Name of Officer) b6
do haraby carrify under corporate goal of gold corpo	retion that I am the	
do hereby certify under corporate seal of said corpo		
following is a full, true and correct list of all the c with their addresses, to wit:	officers and directors of said corp	poration at the date of this certificate
OFFICERS AND DIRECTORS	Post office box or street and	1 number, also city or town and state
-		
		ь6 ъ70
·		
Vice President		
John W. McAllaster secretary	2301 Oddie Blvd. Spa	ce 123, Sparks, Nevada
John W. McAllaster Treasurer	<b>{</b>	
Director	-	
Director		
Director		· · · · · · · · · · · · · · · · · · ·
Director		
Director		
	WHO ARE NOT DIRECTORS	
NAME	Post office box or street and	i number, also city or town and state
		CASAN CL. MARIN
(Name and address of resident ag	ent)	Filed NICE
LESLIE M. FRY		at the request of
105 North Sierra Stree	t	Fry and Fry, Arrys
Reno, Nevada 89501	ı	Post Office Box 2755 Reno, Novada 8950.
		######################################
is the corporation's duly appointed resident agent office in the State of Nevada upon whom process can		
		JOHN KOONTZ b6 Secretary of State b7C
	agnature of Officer	- Only of 1. lawill process
	Title	Doputy Secretary of State
CERTIFICATE OF ACCEPTANCE OF ALL RESIDENT AGENT	CHOINTIMENT, BA	

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fliereby accept the appointment

L Loglie M. Fry

as Resident Agent of the above-named corporation.

## LIST OF OFFICERS, MREGTORS AND

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	and the second			
LIST OF OFFICE	ERS, DIRECTORS	AND west		
UNITED B	taris platinum.	INC		
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For the Piling P	oriod July 1, 1972, to 3:4	* 3, 1979		
to the Honorable Repretary of State of the State of Marcoured by NRS 1957, Bees, 78.150-78.165 a		mäed, i		1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1
and hereby certify under corporate seal of said corpo	ration, that I am the		(N. ceromo	reoff that the
following is a full, true and correct list of all the o	ficers and directors of	(Title of Oile	a <b>r)</b>	Mark the state of the state of
my Willi Undir, addresses, to wit:	The second secon	anneann a deireachta ann an ann an ann an an ann an an an a	mendaminin kapatan tahun m	
OFFICIES AND DISECTORS	Post office box or	BUIGOU HIC AUMOEE,	also cith or some	end store
			INovada_	b7C
Vice President		Nevaga	3 4 6 5	
John W. McAllaster Becretary		va de antico	123 Chanle	
John W. McAllaster Treasurer				Section of the sectio
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	many the state of		• • • • • • • • • • • • • • • • • • • •	
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Director	WHO ARE NOT DIRECTO	etreot and pur ber,		
Director OFFICERS  NAME  LESLIE M. FRY 105 North Sierra. Str	WHO ARE NOT DIRECTO	etreot and pur ber,		
Director OPFICERS  NAME  LESLIE M. FRY 105 North Sierra. Str Reno, Nevada 89501  the corporation's duly appointed resident event in	WHO ARE NOT DIRECTO  Post office box or  cet	etreot and pur ber,		
Director OFFICERS  NAWE  LESLIE M. FRY 105 North Sierra Str Reno, Nevada 89501	WHO ARE NOT DIRECTO  Post office box or  cet	etreet and purpose,	request of	
Director  OFFICERS  NAME  LESLIE M. FRY  105 North Sierra. Str  Reno, Nevada 89501  the corporation's duly appointed resident opent in the State of Nevada upon whom process can	WHO ARE NOT DIRECTO  Post office box or  cet	etreet and purpose,	ROOM TO STATE OF THE PARTY OF T	b6
Director  OFFICERS  NAME  LESLIE M. FRY  105 North Sierra. Str  Reno, Nevada 89501  the corporation's duly appointed resident opent in the State of Nevada upon whom process can	WHO ARE NOT DIRECTO  Post office box or  eet.	etreet and purpose,	request of	b6
LESLIE M. FRY 105 North Sierra Str Reno, Nevada 89501  the corporation's duly appointed resident event in the State of Nevada upon whom process can	POST OFFICE OF SAID Principles  FORTUP OF CALCET	etreet and pury box,	ROOM TO STATE OF THE PARTY OF T	b6
LESLIE M. ERY 105 North Sierra Str Reno, Nevada 89501 the corporations duly appointed resident event in the State of Nevada upon whom process can  CERTIFICATE OF ACCEPTANCE OF AP RESIDENT AGENT	Post office box or  Post office box or  a charge of said principle according to the control of t	etreet and pury box,	ROOM TO STATE OF THE PARTY OF T	b6
LESLIE M. ERY 105 North Sterra Str Reno, Nevada 89501  the corporation's duly appointed resident event is in the State of Nevada upon whom process can	Post office box or  Post office box or  a charge of said principle according to the control of t	etreet and pury box,	ROOM TO STATE OF THE PARTY OF T	b6

described any and all rights, powers and privileges of individual ownership, including the right to vote, issue bonds and other obligations, and to secure property of the company and to sell or pledge such bonds and other obligations for proper corporation purposes, and to do any and all acts and things tending to increase the value of the property at any time held by the corporation.

The said corporation shall be and is hereby authorized to purchase, acquire, hold and dispose of the stock, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and issue an exchange therefor, its stock, bonds or other obligations and,

- 1) To buy, sell or otherwise acquire, hold, own, use, manage, improve, maintain, develop, sell, rent, mortgage, transfer or exchange real estate; to trade in and deal with real property, improved or unimproved, in the State of Nevada and elsewhere.
- 2) To purchase real estate, make and purchase materials for the construction of buildings; to erect buildings; to own, manage, operate, lease and sell buildings.
- 3) To engage in any and all types and phases of mining business, including but not limited to any and all types of milling, milling process of precious metals and ore including location and construction and operation of a mill and other facilities for the processing or handling of ore or any byproducts, including the operation of any and all equipment and other apparatus used in the milling of ore and to engage in any related business deemed in the corporate interest.

The corporation shall have, exercise and enjoy each and every power which a Nevada corporation may lawfully have or enjoy and may transact any lawful business which may be necessary, incidental or convenient in connection with the

business of the corporation, whether or not such business is 2 similar in character to the general nature of the business 3 expressed above. The amount of the authorized capital stock FOURTH: shall be TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, to consist 6 of TWO HUNDRED THOUSAND (200,000) SHARES of common stock of the par value of ONE (\$1.00) DOLLAR for each share. 8 The voting power of the stockholders shall 9 be determined upon the basis of One (1) vote for each share of 10 common stock held by any stockholder in the corporation. 11 The stockholders of this corporation shall 12 . not at any time be liable for the obligations or liabilities 13 of this corporation; that the private property of the stockholders 14 of this corporation shall not be subjected to the payment of the 15 debts or liabilities of this corporation; that this paragraph 16 of these Articles of Incorporation shall not be amended in any 17 particular. 18 The capital stock of this corporation, after the amount 19 of the subscription price has been paid in, shall not be subject 20 to assessment to pay the debts or obligations of this corporation, 21 or otherwise, and no stock issued as fully paid stock shall ever 22 be assessed or be assessable for any reason or cause whatsoever, and the Articles of Incorporation shall not be amended in this 24 particular. 25 The members of the governing board of this 26 corporation shall be styled directors. The corporation shall 27 have not less than three (3) nor more than seven (7) directors. 28 The names and addresses of each of the original 29. incorporators are as follows: 30 Name Address

Nevada

_	Nevada 89431	
	Nevada	
	NINTH: The names and addresses of each of the first	
	Board of Directors are as follows:	
	Name Address	
[		
l	Nevada	
	Nevada 89431	
L	Nevada	
	TENTH: The period of the existence and duration	
	of life of this corporation shall be perpetual.	
	WE, THE UNDERSIGNED, being all of the original sub-	
	scribers to the Articles of Incorporation of this corporation,	
	for the purpose of forming a corporation to do business, both	
٦	within and without the State of Nevada and in pursuance of the	
•	general corporation laws of the State of Nevada, do make and	
	file this certificate hereby declaring and certifying that	
-	the facts hereinabove stated are true and accordingly have	
	hereunto set our hands this / day of October, 1972.	
		•
٤	STATE OF NEVADA	
ζ	COUNTY OF WASHOR ) ss.	
ı	On this day of October, 1972, before me, the	
U	undersigned, a Notary Public in and for said County and State,	
	personally appeared ROBERT H. CURTIS, known to me to be the person	a a

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Î described in and who executed the foregoing instrument and he 2 duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and 5 affixed my official seal the day and year in this certificate 6 first above written. LECLIE M. FRY 9 Notary Public -- State of Harada Windred County My Commission Expires July 2, 1973 10 STATE OF NEVADA 11 SS. COUNTY OF WASHOE 12 day of October, 1972, before me, the On this 13 undersigned, a Notary Public in and for said County and State, 14 personally appeared known to me to be the person 15 described in and who executed the foregoing instrument and who 16 duly acknowledged to me that he executed the same freely and 17 voluntarily and for the uses and purposes therein mentioned. 18 IN WITNESS WHEREOF, I have hereunto set my hand and 19 affixed my official seal the day and year in this certificate 20 first above written. 21 22 23 LESLIE M. FRY STATE OF NEVADA Notary Public -- State of Nevedo 24 SS Washed County COUNTY OF WASHOE My Commission Expires July 2, 1273 25 On this \_duy of October, 1972, before me, the 26 undersigned, a Notary Public in and for said County and State, 27 personally appeared known to me to be the 28 person described in and who executed the foregoing instrument 29 and who duly acknowledged to me that he executed the same freely 30 and voluntarily and for the uses and purposes therein mentioned. 31 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate First-rations writtinhu my AZO FRY

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# State of Nevada



## Bepartment of Siate

I, JOHN KOONTZ, Secretary of State of the State of Nevada, do hereby certify

that		<u> </u>	eriada minis	:_INCORPONATED	
did on the_	Section of the sectio	75-74	day of	The state of the s	, 19.71. file in this office
the original	Articles of I	ncorporation;	that said fin	ticlos are now cr	n file and of record in the office
			of the Sec	cretary of State o	of the State of Nevada, and further,
			that soid	Articles contain o	all the statements of facts required
			by the lev	w of said State of	Nevada:
		<u>, .</u>	In \	Witness Whereof, I	have hereunto set my hand and affixed
					my office in Carson City, Nevada, this by of <u>DECEMBER</u> , A.D. 19.71
Is	Paul		Ву		Secretary of Scrite  Deputy

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FOR THE FILING PE	ERIOD JULY 1, 1974,		1074
(NAME AND ADDRESS OF RESIDENT AGENT)	•	الله FILED (Date)	1 1974
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Is the Corporation's duly appointed Resident said principal office in the State of Nevada (can be served.	Agent in Charge of upon whom process		nust be filled out or e sent to Address at
	•	P	
To the Honorable Secretary of State of the Sta	: te of Nevada:	• , •	
As required by NRS 1957, Secs. 78.150-78.165 of	ind 80.110-80.140, as	amended '	
i, do hereby certif			b6
the thereof; t	hut the		b7
(Title of Officer)	*		
following is a full, true and correct list of all the corporation at the date of this certificate with	e officers and directo their address, to wit	ors of said :	
OFFICERS AND DIRECTORS	Post office	box or street number	and city , 📑
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	991 Whitakar I	 Orive. Reno. N	b7 evada
Leslie M. Fry Vice President	٠٠٠ - منظم المنظم ا 		
Vice President	and the second s		
		Ne	vada b6
<u></u>			. b70
			Nevada
			Calif. 94109
Director			
Director	derfolies — "Arthur augh ministrativespalahlers arthur program (a statistic program and a statistic pr		
FIF THERE ARE ANY FURTHER OFFICERS OR DIR	ECTORS PLEASE LIST THE	M ON A SEPARATE S	HEET AND ATTACH
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CERTIFICATE OF ACCEPTANCE OF APPOINT	TALEST BY		
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ment as Resident Agent of the above har		•	
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### LIST OF OFFICERS, DIRECTORS AND AGENT

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A MEYADA Gorperation  For the Filing Period July 1, 1973, to July 1, 1975  To the Honorable Secretary of State of the State of Newada:  As required by NRS 1997, Sees. 75,150-78,165 and 80,110-80,140, as amended, I have been continued thereof; that the decrease of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the correct list of all the officers and directors of said corporation at the date of this certificate with their addresses, to with  OFFICERS AND DIRECTORS  Pest office her or street and number, size city or town and state  Newada 1.77  Newada 1.7	CURTIS_1	NEVADA MINES, INCORPOR	MATED		
To the Honorable Secretary of State of the State of Nevada:  As required by MRS 1057, Secs. 78.185-78.185 and 80.110-80.140, as amended, I	ANE	VADA	n		
As required by NRS 1067, Secs. 78.165-78.165 and 80.110-80.140, as amonded, I					
do horeby certify under corporate seal of said corporation, that I am the third corporation at the date of this certificate with their addresses, to wit:  OFTICES AND DEROYDES  Peet office box or street and number, also city or town and state  Nevada 56  Nevada 56  Nevada 56  Nevada 56  Nevada 56  OFTICES M. Pry Director 340 Country Club Drive, Reno, Nevada  Leslie M. Pry Director Direct	To the Henerable Secretary of State of the State of	Nevada:			
do horeby cartify under corporate seal of said corporation, that I am the	As required by NRS 1957, Secs. 78.150-78.165 as	nd 80.110-80.140; as amended, I			
following is a full, true and correct list of all the officers and directors of said corporation at the date of this certificate with their addresses, to write the addresses of two with their addresses, to write the addresses of two and state.  OFFICERS AND DIRECTORS  Post office box or street and number, also city or town and state be never as a state of the addresses of two and state be never as a state of the address of two and state be never as a state of the request of the action in the State of Novada upon what process can be served.  OFFICERS WHO ARE NOT DIRECTORS  NAME  Post office box or street and number, also city or town and state be never as a time request of the action of the state of Novada upon what process can be served.  OFFICERS WHO ARE NOT DIRECTORS  NAME  Post office box or street and number, also city or town and state be not office to the state of Novada upon what process can be served.  OFFICERS WHO ARE NOT DIRECTORS  Fry and fry, Anys.  Post Office Box 2755  Reno, Nevada 57505  Reno, Nevada 57505  NEW KOOMTZ  Secretary of State  Deputy Secretary of State  Title  OFFICERS ADDRESTITIONED OF APPOINTMENT BY	do hereby certify under corporate seal of said corporate	ration, that I am the	thereof: that the		
Nevada b7  Nevada b7  Nevada b7  Nevada b6  Navada b6  Navada b6  Navada b6  Navada b7	following is a full, true and correct list of all the o with their addresses, to wit:				
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Don Loverso  Tressurer  A 3.35 Ross Drive, Reno, Nevada  Conrad Priess  Director  Dire			1		
Don Loverso Tressurer  ### A335 Ross Drive, Reno, Nevada  Conrad Priess Director  Director  Director  Director  OFFICERS WHO ARE NOT DIRECTORS  NAME    Post office box or street and number, also city or town and state    Reno, Nevada   Post office   Post			Nevada		
Dan Loverso Tressurer  4335 Ross Drive, Reno, Nevada Conrad Priess Director 340 Country Club Drive, Reno, Nevada Leslie M. Fry Director Di	Vice President				
Don Loverso  Contrad Priess  Director  June Leslie M. Fry  Director  Directo			I Nevada		
Conrad Priess  Director 349 Country Club Drive, Reno, Nevada  Director 991 Whitaker Drive, Reno, Nevada  Director Director  OFFICERS WHO ARE NOT DIRECTORS  NAME Post office box or street and number, also city or town and state  (Name and address of recident agent)  Filed at the request of be by the corporation's duly appointed resident-agent in charge of said principal office in the State of Nevada upon when process can be served.  JUL 2 0 1973  Filed at the request of be by the corporation's duly appointed resident-agent in charge of said principal office in the State of Nevada upon when process can be served.  JOHN KOONTZ be by the Corporation's duly appointed resident-agent in charge of said principal office in the State of Nevada upon when process can be served.  JOHN KOONTZ be by the Corporation's duly appointed resident-agent in charge of said principal office in the State of Nevada upon when process can be served.  JOHN KOONTZ be by the Corporation's duly appointed resident-agent in charge of said principal office in the State of Nevada upon when process can be served.  JOHN KOONTZ be by the Corporation's duly appointed resident-agent in charge of said principal office in the State of Nevada upon when process can be served.  JOHN KOONTZ be by the Corporation's duly appointed resident-agent in charge of said principal office in the State of Nevada upon when process can be served.  JOHN KOONTZ be by the Corporation's duly appointed resident-agent in charge of said principal office in the State of Nevada upon when process can be served.	Dan Loverso Transmer	4335 Ross Drive. Ren			
Director  Director  Director  OFFICERS WHO ARE NOT DIRECTORS  NAME  Post office box or street and number, also city or town and state  (Name and address of recident agent)  Filed  at the request of box  Fry and Fry, Arrys.  Post Office Sox 2755  Reno, Nevodo 89305  is the corporation's duly appointed resident agent in charge of said principal office in the State of Nevodo upon wham process can be served.  JOHN KOONTZ  Secretary of State  Dignature of Office Sox 2755  Reno, Nevodo 89305					
Director  Director  OFFICERS WHO ARE NOT DIRECTORS  NAME  Post office box or street and number, also city or town and state  (Name and address of recident agent)  Filed  at the request of box  Fry and Fry, Arrys. Post Office Box 2735  Rono, Nevada 89305  is the corporation's duly appointed resident agent in charge of said principal ofice in the State of Novada upon when process can be served.  JOHN KOONTZ  Secretary of State  JOHN KOONTZ  Secretary of State  Title  Deputy Escretary of Itale  OFERTIFICATE OF ACCEPTANCE OF APPOINTMENT BY			•		
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OFFICERS WHO ARE NOT DIRECTORS  NAME  Post office box or street and number, also city or town and state  (Name and address of recident agent)  Filed.  at the request of be by post Office Box 2756  Reno, Neverla 57305  in the corporation's duly appointed resident-agent in charge of said principal office in the State of Revada upon what process can be served.  JOHN KOONTZ  Secretary of State  Higherure of Office Box 2756  Recretary of State  Deputy Escretary of State  Title  Deputy Escretary of State  Title  Deputy Escretary of State					
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as Resident Agent of the above-named corporation.

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### CURTIS NEVADA MINES, INCORPOPATED

CURTIS NE	VADA MINES, I	NCORPOBYL	ED	•
A	Vevada	Oorporati	on.	•
For the Filing	Period July 1, 1971 t	to July 1, 1972		*
To the Honorable Secretary of State of the State of . As required by NRS 1957, Secs. 78.150-78.165		s amended, I	(Name of Ou'cer)	, b6 b70
to hereby certify under corporate seal of said corpolations of all the corporate seal of said corpolations of all the with their addresses, to wit:	·	(Title	thereof; that the oration at the date of this certificate	,
OFFICERS AND DIRECTORS	Post office	box or street and	number, also city or town and state	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
			.Ne.vada	b6 b70
	1		Nevada	
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is the corporation's duly appointed resident agent office in the State of Nevada upon whom process ex Impress corporate		principal	JOHN KOONTZ Secretary of State	b6 b70
	Signature of Opicer	1	By Deputy Formany of mario	شسسم
GERTIFICATE OF ACCEPTANCE OF A	• •		The state of the s	-

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FILED
IN THE OFFICE OF THE
STATE OF NEVADA

DEC 7 - 1971

1 ARTICLES OF INCORPORATION 2 OF CURTIS NEVADA MINES, INCORPORATED 3 KNOW ALL MEN BY THESE PRESENTS: 5 That we, the undersigned, have this day voluntarily 6 associated ourselves together for the purpose of forming a 8 corporation pursuant to the provisions of the corporation laws of the State of Nevada, and all Acts amendatory thereof, or 9 10 additional thereto. 11 AND WE DO HEREBY CERTIFY: 12 FIRST: That the name of this corporation is and 13 shall be: 14 CURTIS NEVADA MINES, INCORPORATED

15 SECOND: That the place where its principal office
16 is to be located is 105 North Sierra Street, Reno, Nevada, but
17 this corporation may maintain an office in such other place
18 or places as may be from time to time fixed by its Board of
19 Directors, or as may be fixed by the By-Laws of said corporation.

THIRD: That the objects and purposes for which said corporation is formed and the nature of the business proposed to be transacted, promoted or carried on by said corporation are:

- 24 (a) To engage in, carry on and operate any lawful 25, business or activity.
- 27 assign, pledge and otherwise dispose of shares of capital stock,
  28 bonds, mortgages, debentures, notes and other securities,
  29 obligations, contracts and evidences of indebtedness or cor30 porations of the State of Nevada, or any other State, and to
  31 exercise in all respects to any such shares of stock, bonds or
  32 other securities of any corporations of the character hereinabove

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similar in character to the general nature of the business 1 2 expréssed above. FOURTH: The amount of the authorized capital stock 3 shall be TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, to consist of TWO HUNDRED THOUSAND (200,000) SHARES of common stock of the 5 par value of ONE (\$1.00) DOLLAR for each share. 6 The voting power of the stockholders shall FIFTH: be determined upon the basis of One (1) vote for each share of 8 common stock held by any stockholder in the corporation. 9 SIXTH: The stockholders of this corporation shall 10 11 not at any time be liable for the obligations or liabilities 12 of this corporation; that the private property of the stockholders of this corporation shall not be subjected to the payment of the 13 debts or liabilities of this corporation; that this paragraph 14 of these Articles of Incorporation shall not be amended in any 15 particular. 16 17 The capital stock of this corporation, after the amount of the subscription price has been paid in, shall not be subject 18 to assessment to pay the debts or obligations of this corporation, 19 or otherwise, and no stock issued as fully paid stock shall ever 20 be assessed or be assessable for any reason or cause whatsoever, 21 and the Articles of Incorporation shall not be amended in this 22 particular. 23 The members of the governing board of this 24 corporation shall be styled directors. The corporation shall 25 26 have not less than three (3) nor more than five (5) directors. 27 EIGHTH: The names and addresses of each of the original 28 incorporators are as follows:

Address

Nevada

Nevada

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Name

Nevada  NINTH: The names and addresses of each of the first	b(
NINTH: The names and addresses of each of the first	
Board of Directors are as follows:	
Name Address	
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STATE OF NEVADA )	
COUNTY OF WASHOE ) for ()	
COUNTY OF MUDICION 1 1 / 1 / 2	
	Nevada  TENTH: The period of the existence and the duration of life of this corporation shall be perpetual.  WE, THE UNDERSIGNED, being all of the original subscribers to the Articles of Incorporation of this corporation, for the purpose of forming a corporation to do business, both within and without the State of Nevada and in pursuance of the general corporation laws of the State of Nevada, do make and file this certificate hereby declaring and certifying that the facts hereinabove stated are true and accordingly have, hereunto set our hands this  1971.

PETY AND FRY ATTORNETS AND THECKLONS AT LAW CLIMS, NEVADA

Ĺ	State, personally appeared and
2	known to me to be the persons described in and who executed the
3	foregoing instrument and they duly acknowledged to me that they
4	executed the same freely and voluntarily and for the uses and
5	purposes therein montioned.
6	IN WITNESS WHEREOF, I have hereunto set my hand and
7	affixed my official seal the day and year in this certificate
8	first above written.
9	LA A
10	All holl the
11	NOTARY PUBLIC
12	TOTAL MATERIAL STATES OF THE S
13	
14	STATE OF NEVADA ) ss.
15	COUNTY OF WASHOE )
16	On thisday of Alfall like , 1971, before
17	me, the undersigned, a Notary Public in and for said County and
18	State, personally appeared known to me to be
19	the person described in and who executed the foregoing instrument.
20	and who duly acknowledged to me that she executed the same freely
21	and voluntarily and for the uses and pruposes therein mentioned.
22	IN WITNESS WHEREOF, I have hereunto set my hand and
23	affixed my official seal the day and year in this certificate
24	first above written.
25	
26	NOTARY PUBLIC
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28	Mary Later Control of the Control of
29	My Co. 25 . 3 1.5 2, 1973
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RY AND FRY Attorneys and Hibbeldhe at law Send. Hevada

#### FBI

		Date: 5/21/75	
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F	ROM: S	AC, SAN FRANCISCO (87-35977) (P)	
4/01	UEJECT: [		b
	ਹ 	OEN MC ALLASTER;	b
	ф. 	PROY BECKER:	
		dba	
		.S. PLATUNUM REFINING, INC.; .S. PLATUNUM, INC.;	
	U	.S. PLATUNUM MILLING, INC.; .S. PLATUNUM MANUFACTURING, INC.;	
·	U	.S. PLATUNUM SALES, INC.;	
		URT'IS NEVADA MINES, INC.; ARMAC MINES, INC.;	
1	A	ERO ENGINEERING, INC.;	
	•	PARKS, NEV. TSP - FBW	
		O: LAS VEGAS	
Fi	Rancisco,	e Denver nitel to Las Vegas, Sacramento and San 5/14/75.	ياجور ودنا حسادة مسلسله ووده
	E	nclosed for Atlanta is a copy of referenced commu-	
ni ti	ication. E lons obtai	nclosed for Las Vegas are miscellaneous communica- ned from Securities and Exchange Commission (SEC),	
. Sa	n Francis	co, California.	
		n 5/16/75, contact was made with	l
SE	C, head o	f enforcement, and his subordinates, SEC attornies telephone	ŀ
7	Las Veg		
2	- Atlanta		
1 2	- Denver - Sacrame	(INFO) (87-18685)	l i
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		al Agent in Charge U.S. Government Printing Office: 1972 455-574	

SF 87-35977
/dlw
located at the San Francisco Federal Building, 450 Golden Gate Avenue, concerning captioned matter.  advised as follows:  investigation of captioned matter began on 5/14/75.  advised that captioned individuals are selling \$25,000 shares using Newberg and Associates, 445G Pine Meadow Drive, Sparks, Nevada, as franchise vendors. The individual at the California Corporations Department in Sacramento investigating captioned matter is  telephone
According to NEWBERG applied to for the legitimate sale of one millian dollars worth of shares and told about a 10% guarantee in the proportion of gold to rock that was to be extracted for share purchasers. NEWBERG advised that his attorney, of Reno, Nevada, telephone has been instructed to allow the SEC to inspect his records concerning captioned matters. advised the SEC that two limited partnerships had been organized and that over 1/2 million dollars has been sold in the Sacramento and Michigan areas.
advised that NEWBERG gets \$25,000 investments from various people, and in return, the investor received one ton of rock which is located in Cle Elum, Washington. NEWBERG in turn purchases ore from Aero Engineering which supposedly has a 10% gold content. Aero Engineering claims to have 200,000 tons of such ore.
With the \$25,000 Aero Engineering receives from each investor, the money is used to build a plant which will supposedly extract gold from the ore. Aero Engineering is to keep 45% of the extracted gold and is to distribute the remaining 55% to its investors.
of Curtis Nevada Mines, is the parent company of Marmac Mines. Curtis Nevada has contracts with U.S. Platinum Mines, Inc., and U.S. Platinum Mines is an "Associated Company" of Aero Engineering.  advised that he did not know what was meant by "Associated Company"

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SF 87-35977 /dlw	b6 b70
stated thatisof U.S.  Platinum and the only individual who supposedly knows about a secret extraction process which will be used to extract 10% of gold from the ore soldis a self-taught alchemist.	b6 b70
advised that also with the SEC, has been investigating captioned matter and had only recently discovered that they were working on the same case. advised that talks to potential investors and does so while carrying a gold bar. According to TROY BECKER uses the same selling technique.	ь6 ь70
advised that TROY BECKER is the President of Aero Engineering and an officer of Marmac Mines.	b6 b70
The Great American Silver Company is located in Sparks, Nevada and BECKER is an official of it. BECKER has sold securities for the Greant American Silver Company and the Great American Silver Company had sale activities in Atlanta, Georgia.	
advised that aan SEC attorney in Atlanta, had been investigating captioned matter and has a complete file on captioned matteradvised thatis attempting to haveBECKER andindictedinbehalf of SEC, Atlanta, has recommended to the AUSA in Reno, that	b6 b70
advised that told her that all the companies mentioned above are related and thinks that additional companies may be involved.	b6 b70
At attorney for Aero Engineering is  Washington, and advised the  SEC by letter on 10/22/74 that Aero Engineering "has not, is not and is not contemplating the sale of any securities either on a private or public basis". An attorney for Marmac Mines, Curtis Nevada, U.S. Platinum, Inc., as well as personal attorneyis LESLIF M. FRY, of Fry and Fry, 105 North Sierra Street, Suite 201, Reno, Nevada.	b6 b70

SF 87-35977 /dlw	ь6 b70
FRY advised the SEC that he has no knowledge of any investment sales promotion going on in California for Marmac,  Curtis Nevada and U.S. Platinum, Inc. An investor named  California, telephone employed at Alice of California,  60 Dorman Avenue, San Francisco, told the SEC that he sent money directly to FRY, who acted as a broker.  advised that on this basis, she has reason to believe that LESLIE FRY is in colusion with captioned individuals.	ъ6 ъ7С
advised that Aero Engineering has mentioned U.S. Platinum in its prospectus and Aero Engineering had loaned \$350,000 to U.S. Platinum, which subsequently defaulted on its loan. According to and BECKER are now fighting each other and believe each other to be taking more money than each other.	ъ6 ъ7с
advised that JOHN W. MC ALLASTER, the President of Marmac Mines, is not being named in any Government case because SEC, Atlanta, can not get enough evidence on him.	b6 b70
produced an SEC print-out that shows a TROY E. BECKER was sued by the SEC on 5/5/52 for selling non-registered securities and placed on probation. SEC computer shows an additional violation in 1959 through 1962 with a "relationship unknown".	b6 b70
advised that a telephone of Peat, Marwick, Mitchell and Company, did some for Aero Engineering.	b6 b70
Leads to interview captioned individuals and WILLIAM C. NEWBERG, LESLIE M. FRY and are left to the descretion of Office of Origin, as San Francisco is not aware of the extent of Las Vegas investigation.	
LEADS	
ATLANTA	
AT ATLANTA, GEORGIA. Will interview who is very knowledgeable about captioned matter.	ь6 ь70

SF 87~35977	
/dlw	b6 b7С
SACRAMENTO	
AT SACRAMENTO, CALIFORNIA. Will interview  California Corporations Department, telephone concerning captioned matter.	b6 b7С
2. Will interview of Peat, Marwick, Mitchell and Company, telephone concerning Aero Engineering.	b6 b7С
LAS VEGAS	b6
AT RENO, NEVADA. Contact AUSA	b7C
AT SPARKS, NEVADA. Contact NEWBERG's attorney telephone and review records concerning any investment sales.	b6 b7С
SAN FRANCISCO	
AT SAN FRANCISCO, CALIFORNIA. Will interview San Rafael,	b6
telephone at his place of employment, Alice of	b7C

FEDERAL BUREAU OF INVESTIGATION FOI/PA DELETED PAGE INFORMATION SHEET FOI/PA# 1348152-000

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Page 88 ~ b6; b7C; b7D; b7E;

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## Memorandum

SAC LAS VEGAS (87-10741) TO

DATE: 4/5/76

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FROM

LOS ANGELES (87-40506) (RUC)

SUBJECT: JOHN MC ALLISTER:

TROY BECKER;

dba

U.S. Platinum Billing,

Incorporated, U.S. Platinum Manufacturing,

Incorporated, U.S. Platinum Sales,

Incorporated, Curtis Nevada Mines,

Incorporated,

Marmac Mines, Incorporated,

Sparks, Nevada

ITSP-FBW

00: Las Vegas

Re Los Angeles airtel dated 12/15/75.

Enclosed for Las Vegas are the following:

- Copy of memo of SA Los Angeles dated 1/6/76.
- Copy of letter from Legat, Mexico City to Bureau dated 1/12/76.
- Atlanta letter to Los Angeles dated 1/28/76.

Las Vegas Los Angeles

196-44-1

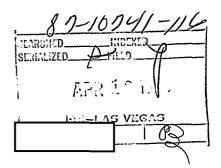


Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

- 4. Copy of Atlanta letter to United States Attorney (USA), Atlanta, dated 1/26/72.
- 5. Copy of Atlanta letterhead memorandum (LHM) dated 5/3/73.
- 6. Copy of Atlanta LHM dated 1/9/76.
- 7. Copy of New York airtel to Los Angeles dated 2/4/76.
- 8. Copy of FD-302 of
- 9. Copy of Legat, Mexico City letter to the Bureau dated 2/17/76.
- 10. Copy of three documents enclosed in letter from Legat, Mexico City to the Bureau.

In view of no outstanding leads, Los Angeles case is being RUCFd.

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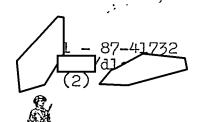
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# Memorandum

o:	SAC, LOS ANGELES (87-40506) DATE: 1/6/76
ROM:	SA
вивјест:	ET AL ITSP - FBW OO: Las Vegas
	At 3:30 PM. instant date.  Attorney-at-Law, California, telephone telephonically contacted this office to inquire as to the location of items pertaining to United States Platinum, as she is representing in an attempt to buy United States Platinum.  Was advised by writer that the
	Grand Jury subpoens issued at and that she should contact AUSA Reno, Nevada, for whatever information she wanted.

SEARCHED INDEXED SERIALIZED 1976 FBI-LOS ANGELES

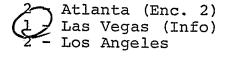


Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

ro <u>: s</u> ac	, ATLANTA (87-15085)		D	ATE:	4/5/76
FROM	C, LOS ANGELES (87-4050	6)		, i	
JOH	N MC ALLISTER;				
TRO dba	Y BECKER;		· .	-	
U.S	. Platinum Billing, orporated,	,		· ·.	-
U.S Inc	<ul> <li>Platinum Manufacturing orporated,</li> <li>Platinum Sales,</li> </ul>	g,	•	•	
Cur	orporated, tis Nevada Mines, orporated,				
Marı Spa	mac Mines, Incorporated rks, Nevada	r		•	
00:	Las Vegas		•	-	-

airtel to Las Vegas dated 12/15/75 and a copy of Los Angeles letter to Las Vegas dated 4/5/76.

For the information of Atlanta, Los Angeles' Et AI', has previous case entitled, been consolidated into Las Vegas case (instant caption).



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SAC, LAS VEGAS (87-10741) (P)

JOHN MC ALLASTER:
TROY BECKER;
doing business as
U. S. PLATINUM REFINING, INC.;
U. S. PLATINUM, INC.;
U. S. PLATINUM MILLING, INC.;
U. S. PLATINUM MANUFACTURING, INC.,
U. S. PLATINUM SALES, INC.;
CURTIS NEVADA MINES, INC.;
MARMAC MINES, INC.:
AERO ENGINEERING, INC.;
SPARKS, NEVADA
ITSP - FBW
OO: LV

Enclosed for San Francisco is one copy of a letter from the USA's Office, Las Vegas, Nevada, which sets forth investigation desired by his office in connection with this matter. During the examination requested hereafter, these guidelines should be followed.

requested hereafter, these guidelines should be followed.	
AUSA, Reno, Nevada, advised records of captioned firms, as well as those of Atlas Bank of Commerce, St. Vincent, West Indies, a non-existent bank operated by are located in garage of Palo Alto, California, telephone	b6 b70
LEAD SAN FRANCISCO 87-10741-10	— 151
at PALO ALTO, CALIFORNIA. Examine records in garage of bearing in mind guidelines of enclosed letter and furnish Las Vegas at Reno pertinent items of evidence maintained in the garage.	b6 b7С
2 - San Francisco (Enc. 1) 2 - Las Vogas (Total Contro	



#### FEDERAL BUREAU OF INVESTIGATION

Date	6/23/75	
V916		

II C	Distinum Defining Too	Consider North	5	ь6 ь7
the	. Platinum Refining, Inc., following information:	sparks, Nevada	, furnished	~
U.S. Mine Meta cont were USPI	In late 1974, or earl ver of Atlanta, Georgia, wh. Platinum Refining, Inc., e, sent a sample of platinuals Company (NMC), Newport, tacted Great American Silve e very interested in obtain R then contacted NMC, and a NMC to purchase certain of	ich company is (USPR), Curtis m salts to New Rhode Island. r, and stated ing platinum s rrangements we	leasing Nevada port NMC they alts.	
2004	eared in Reno, Nevada, on A		MC,	ь6 ь7
	arrived at USPR dr	iving a tracto		υ,
_	ling a semi-trailer.  sleeping, and that he woul	stated :		
	ts for transportation to Ne			
Rill	An agreement was draw l of Lading forms were prep	n up, and sign	ed, and	
13,0	000 pounds of metal in 17 c	artons was load	ded onto	
	truck, anddep ving the tractor trailer.	arted the prem	ises	b6 b7
	Some time passed, and			
ment	and the payments t drawn up between USPR and		e agree- ere not	b6 b7
fort	thcoming. USPR instituted	an investigation	on, and	
	ermined through Dun and Bra supposedly a multimillion			
	ration.		<b>-</b>	
				/
6/23/75	at Reno, Nevada	File#LV	37-10741-18	14
	<u> </u>			, .
SA	/den	Date dictated	6/23/75	b6

2 LV 87-	
/den	b6 b7C
While attempting to locate USPR contacted Ryder Truck Rentals in San Francisco, California, and determined that had rented a tractor trailer from Ryder headquarters near the airport in San Francisco, and told them the tractor trailer rig was en route to Philadelphia, Pennsylvania. The rig was picked up on April 12, 1975.	ъ6 ъ7с
In late April, or early May, USPR received a bill for shipping charges, incoive number 1570, dated April 28, 1975, requesting payment of \$1,894.	
By letter dated April 28, 1975, USPR received information concerning the value found in the salts sold to	b6 b7C
By letter dated May 12, 1975, advised USPR that the shipment of 17 cartons had arrived and stated that the consistency of three initial samples, taken from one container was "dissimilar" with the original sample, upon which the estimated value had been calculated stated there would be a target date of June 28, 1975, when the metals would be transferred to New York for disposal.	ь6 ь7с
According to  and  USPR,  travelled to Newport, Rhode Island, on June 17, 1975, and determined that the address for NMC at 128 Mill Street, Newport, was not a business, but instead was a residence.	b6 b7С
The company is listed in the telephone book, but was unable to locate any information indicating that this company was actually in the business of refining metals. was unable to contact in person, anyone at the residence, but was able to make contact with a female by telephone. He was told that	b6 b7С

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₩.\*

V 87-/den b6 b7C b6 was able to locate b7C in New York, and spoke with him by telephone and was told by that General Ash was testing the metal. said the metal was stored in a bonded warehouse in Philadelphia, Pennsylvania. was unable to locate any company named General Ash. On June 18, 1975, b6 again told b7C that the metal was stored in Philadelphia, Pennsylvania. b6 contacted who supposedly b7C was a for NMC, and is supposedly a Massachusetts Institute of Technology, telephone number was telephonically contacted by b6 on June 13, 1975, and he told if USPR paid \$2,000, would gua b7C would guarantee payment for the shipment, and material, by June 28, 1975. b6 estimated the value of the b7C platinum salts to be in excess to one million dollars however, he said lestimated the value to be \$5,000 to \$6,000. furnished copies of the following b6 b7C documents, copies of which are attached: Agreement between USPR and NMC, dated April 12, 1975; USPR letter to dated April b6 b7C 82, 1975; letter to USPR, dated May 12, 1975; Bill of Lading, dated April 12, 1975; Invoice Number 1570, dated April 28, 1975.



THE NEWPO METALS COMPANY
NEWPORT, RHODE ISLAND 02840
TEL. (401) 847-2554

ь6 ь7с

b6 b7C

b7C

May 12, 1975

U.S. Platinum Inc. 1001 Greg Street Sparks, Nevada 89431
Dear
Permit me to acknowledge the safe arrival of your seventeen cartons, which we believe to contain 10,786 lbs of platinum salts and 2,230 lbs. of palladium salts. As I mentioned on the telephone to your associate the consistency of the three initial samples, taken from one container shortly after arrival, are dissimilar with the original sample upon which the estimate of value contained in our letter of April 8th was calculated.
However, we should have the problem resolved by the original target date of June 28th, whereupon we will be in a position to transfer metal to New York for disposal.
I remain with renewed thanks for your kind order.
Yours sincerely,
dep:

CARLE ADDRESS INTRINCIO NEW YORK



## Quited states platin . inc.

1001 GREG • SPARKS, NEV. 89431 • PHONE: (702) 359-4533

ASSOCIATED COMPANIES: U.S. Platinum Milling, Inc., U.S. Platinum Refining, Inc., U.S. Platinum Manufacturing, Inc., U.S. Platinum Sales, Inc., Marmac Mines, Inc., & Curtis Nevada Mines

April 12, 1975

It has been agreed upon this date that United States. Platinum Refining, Inc. will be making a shipment of platinum and palladium salts to Newport Metal Co., Newport, Rhode Island. It is further agreed that Newport Metal Co. will guarantee to us that if it is not possible for any reason to extract this material, within a period of four (4) weeks, that Newport Metal Co. will share one-half (1/2) of the expense of us transporting these salts back to our plant in Reno, Nevada.

We also have been given the option of sending our chemist, \_\_\_\_\_\_\_ to Newport Metal Co.'s facility after a period of three (3) to four (4) weeks goes by and after we have received the assay reports on said material.

It is understood by both parties that all salts remain. The property of United States Platinum Refining, Inc. until extractions are made on the materials, and paid to United States Platinum Refining, Inc.

TATES PLATING. INC.	ML	NEWPO	RT METAL	co.
		By		

A G E N			VPORT METALS CO.  128 MILL STREET  RT, RHODE ISLAND 02840
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PAGE 2

This Memorandum is go redgment that a Bill of Lading has been issued and is not the Original Bill of Lading, not the uplicate, covering the property named herein, and is intended solely for filling or record. Shipper's No. Carrie PICKU Carrier's No. RECEIVED subject to the classifications and toriffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading, Highway have of Sparks, Nevada April 12, 197519 from UNITED STATES PLATINUM REFINING, INC. Consigned to The Newport metals Company Destination Newport bnibases of ubliffication aPAC State Rhode Island County Delivery Address\* (ato be filled in only when shipper desires and governing tariffs provide for delivery there April 12, 1975 Royle Pt and Pd salts picked up by 'b6 b7C Delivering Carrier Car or Vehicle Initials Kind of Package, Description of Articles, Special Marks, and Exceptions Pd salts 95 - 900the corrier shall not make delivery of this ship and without payment of freight and all other laying 19 95 - 900 A STATE OF S 1. 1. 1. 1. 95 - 430Total Tere-285 Total Net-2,230 Total Gross02,515 Total cartons-3 cartons of Pd salts (NH4)2PdCl6 Park to the state of the state of Pocested his charges an the property de If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whelber it is "carrier's or shipper's weight." of Caphier Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or red value place. ÇĞ, 14. egreed en electrically in will be entirely of the property is hereby specifically stated by the shipper to be signature here acknowledges enit the umount b6 Shipper, Per Agent, Per b7C ₩ Permanent pur office address of shipper, 65696 Rediform @ Poly Rak (50 sets) 6P696 Manufacture Control

April 28, 1975

Newport Metals Inc.
P. 0. Box 41
Newport, Rhode Island 92840

Dear

I would like to request a letter stating that you have received our shipment, bill of lading number, date and total weight of salts. In this letter, would you also state the approximate values found in our salts after your final results from testing and that your firm plans to purchase these salts after refining.

Please state the approximate monetary figure of the salts and an approximate refining time. These figures will be approximate and we will not hold you to these approximate values.

I would appreciate your sending this letter at your "earliest convenience.

Regards.

Sincerely yours,

UNITED STATES PLATINUM REFINING, INC.

rs

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G	_	_ 1	28 MILL STR石ET
E		/PORT	T, RHODE ISLAND 02840
T		· ·	•
Send	(\$ 1,894.00).	·	
s		C The U. S. Plat S N T A O M TOOL Greg Stre E E R Sparks, Nevada	inum, Inc.,
HT		O M TOOL Greg Stre	et,
Р		—	891;3I.
FOR THE ATTE	ENTION OF:	- 11	NVOICE NO. 1570,
			pril 28th, 175. b6
QUANTITY	METAL ORDERED	INGOT SIZE	TOTAL PRICE
	customer's miscel facility in Spark	onveyance of I3,0I6 lbs of aneous salts from customer's s, Nevada to Providence, R. I	
1894 2000 Aug	* 1500 Gauge Change 3391. Ins.	· ·	MOUNTOTAL U。S。 \$4,894。日
15.94, BANK ANI	HORIZED SIGNATURES	4894.00	Nett IO days.

CUSTOMERS SIGNATURE ACKNOWLEDGING RECEIPT

Once ingots have been delivered into a customer's possession, they may not be returned to the Newport Metals Company in any other fashion than that proscribed.

Proceeds are to be credited without any deductions to the Newport Metals Co., Account No.

CUSTOMER'S COPY

		F B I	
	<b>~</b>	Date 4/7/76	•
Transmit	the following in	(Type in plaintext or code)	
Via	AIRTEL		
		(Precedence)	
		· · · · · · · · · · · · · · · · · · ·	
	TO:	SAC, SEATTLE	
	FROM:	SAC, LAS VEGAS (87-10741) (P)	
	SUBJ:	JOHN MC ALLASTER:	b6
	telephone		ь6 ь7
	interview specifica communica	ly did receive or send any interstate wire	on, b6
	offered by furnished		ho  0/4/-/(b6 b7
App	provide) Total	ecial Agent in Charge	b7

LV 67-10741

The above should be submitted by FD-202.

ARULD AND DAKCEROUS

United States Bepartment of Justice

## UNITED STATES ATTORNEY DISTRICT OF NEVADA

FEDERAL BUILDING &
U. S. COURTHOUSE
300 BOOTH STREET
ROOM 5011
RENO, NEVADA 89502

April 5, 1976

Special Agent in Charge, Federal Bureau of Investigation Federal Bldg. 300 Las Vegas Blvd., So. Las Vegas, Nev. 89101

Re: Request for special assistance in investigation

	_
Dear	

The United States Attorney's Office for the District of Nevada has received numerous allegations from private individuals alleging massive fraud in connection with U. S. Platinum, Marmac Mines, their and John W. McAllaster. subsidiaries, Pursuant to a search warrant executed by the Federal Bureau of Investigation, certain barrels alleged by the above entities to contain in excess of 50% gold were assayed by the Nevada Bureau of Mines and found to contain traces of gold, at best. In effect, preliminary investigations show that the above entities have been inducing investors and purchasers to part with funds based on representations of vast quantities of gold, when, in fact, all that is being held or sold is nothing more than dirt. Numerous wire communications have been discovered and individuals have indicated they traveled in interstate commerce at the behest of the above entities.

There is an enormous amount of documents to be reviewed and individuals to be interviewed. This office would greatly appreciate assignment of at least six Agents to interview individuals and review these documents. In particular, this office would like the Agents to focus on the following questions:

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ь6 ь7с Page 2 April 5, 1976

- 1. Did individuals who purchased stock or made loans to, or purchased ore from the above entities, receive any interstate wire communications or send any interstate wire communications, or were they induced to travel in interstate commerce in connection with their particular transaction?
- 2. What representations, if any, regarding gold content of ore were made to individuals who invested or loaned money to, or purchased ore from the above entities?
- 3. In reviewing the records available, where did the money invested or borrowed by the above entities actually go?

I would also like the Agents to interview the present and former employees of the above entities and we would like the Agents to focus on the following questions:

- 1. What was the process used to assay the alleged ore?
- 2. Were individuals induced to visit the mills and refinery of the above entities?
- 3. Where did the money invested or loaned to the above entities go?
- 4. How large was the staff of the above entities?
- 5. What was the relationship between the above entities and a Troy Becker?

			Dic				01	mr.	McA.	Lles	ster	
ever	indi	Lcate	that	any	pa:	rtic	cular	emp	loyee	e sł	nould	
make	any	false	stat	emer	its	to	any	inve	stor	or	credit	or?

	Ι	have	e su	pplied	Spe	ecial	Agent	
with	а	list	of	investo	rs	who	should	be

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b6 b7C Page 3 April 5, 1976

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interviewed and indicated that a large number of	
documents presently in the possession of, a attorney, are available for	b6 b7С
F.B.I. perusal. These records should be reviewed as quickly as possible. Further, of	
, and Mr. of Washington State should be interviewed regarding their transactions with the	
above entities.	
Finally, it may well be that a second series of fraudulent activities occurred involving	
a and an individual by the name of	b6 b7C
In reviewing the records the Agents should focus on the following:	D/C
1. What, if any, representations were	
made in Nevada byacting as the Atlas Bank of Commerce; in particular, with respect to what	b6
apparently was a proposed purchase of the Tropicana Hotel?	ь7С
2. What was the nature of the Atlas Bank	
of Commerce, an alleged West Indies Bank?	
3. How did the alleged gold ore figure into any representations made?	
4. What, if any, knowledge didand	b6
have regarding the true nature of the supposed gold ore stored in the Reno area by the Curtis/McAllaster organizations?	<b>ь</b> 7С
Investigation into John	b6
McAllaster and the companies that they ran has been	ь7С
proceeding by the S.E.C. in Georgia and San Francisco, and by a variety of governmental agencies throughout	
the country. Completion of an investigation by this	
office at the earliest possible date seems to be in the best interests of justice to all concerned. Your	
assistance in the above matters is greatly appreciated.	
Very truly yours,	
	b6
<u>Inited States Attornev</u>	b7C
Bv:	

Asst. United States Attorney

AMTEL

TO:

SAC, DENVER

FROM:

SAC, LAS VEGAS (87-10741) (P)

SUBJECT:

ET AL

ITSP; FBW

00: Las Vegas

Assistant U. S. Attorney, Reno, Nevada, desires contact be made at following companies to determine where complete records of charges made on credit cards by named individuals are maintained and appropriate person to be subpoenced for production of same:

#### LEADS:

DENVER	DIVISIO	NC

At Denver, Colorado

Diner's Club, P. O. Box 5732, Denver, Colorado.

Card holders - -

U. S. Platinum.

Card No.

JOIN W. MC ALLASTER U. S. Platinum, Inc., Card No. 3337 060044 0021.

2 - Denver

2 - Chicago

2 - Los Angoles (87-40505)

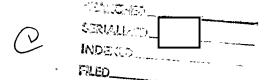
2 - Oklahoma City

The Las Vegas

cka.

(10) 600

£7-16741-101



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LV 87-10741

#### CHICAGO DIVISION

#### At Chicago, Illinois

Air Travel Card International, issued by United Airlines Executive Offices, P. O. Box 66100, Chicago, Illinois.

Card holders -- J. W. MC ALLASTER UAQW
U. S. Platinum Ref., Inc.,
Card No. 1016 05668 001021.

UAQW
U. S. Platinum Ref., Inc.,
Card No.

#### LOS ANGELES DIVISION

At Los Angeles, California

Carte Blanche, 3460 Wilshire Boulevard, Los Angeles,
California.

Card holders -- U. S. Plat Ref., Inc., J. W. MC ALLASTER, V.P., Card No. 949 063 629 8.

Card No.

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#### OKLAHOMA CITY DIVISION

At Oklahoma City, Oklahoma

Hertz Rent-A-Car, P. O. Box 25435, Oklahoma City,
Oklahoma.

Card holder -- U. S. Platinum, Inc., J. W. MC ALLASTER, Card No. 1878 755 0003 0 na

#### ARMED AND DANGEROUS.

## 3/25/76

AIRTEL

TO:	SAC, ALEXANDRIA (87-2202)	
FROM:	SAC, LAS VEGAS (87-10978) (RUC)	
SUBJECT:	ET AL; COMMONWEALTH BANK AND TRUST COMPANY OF VIRGINIA ROUTE 7 HERNDON JUNCTION, VIRGINIA ITSP; BF&E CO: AX	ъ6 ъ7
MC ALLAST Platinum,	Reurreport dated 2/10/76.  USA	b6 b7:
Nevada lii Inc.; Spa	lines, Inc.; Marmac Mines, Inc.; Aero Engineoring, onrics, Nevada (LV file 87-10741, Pu file 87-134110). stated that is on the fringe of the natter id probably be indicted. The case is assigned	
gold oro out by Th 2 - Aloxa 2 - Las V	nHoged to contain fifty percent gold assayed  THOY DECKER. purchased the ore from Great  sandria (Eng. 1)  Vegas (1 - 87-10978)  87-10741) (Info)	•
(4) (i)	Ministra Co	b7

### LV 87-10978

American Silver Co., and had title to barrels in storage in
Reno, on which a search warrant was served and assay made.
It was determined that only trace elements of gold were in
the ore, at best. apparently intended to make loans
with the barrels of ore as collateral. The matter is still
in the investigative stage and AUSA stated that the
possibility of indicting is remote at this time.
He does not know of any victims of fraudulent loans by
stated that his FTS number is
and since the matter is quite involved he would be glad to
furnish information direct. He stated that part of his
records contain testimony which gave to SEC to
which the Bureau may have access.
It is not known whether this
born New York, is identical with
subject in instant case. It is noted that
in the FD-302 interview in Alexandria with
on 2/28/75, it is noted he was born
Pasadena, California. Enclosed herewith from the
case file is a copy of Columbia airtel to Las Vegas
G/16/75, re the marriage of
and re formation of Anglo-Carolina
Corporation.
that he has the description of the latter of
It is noted in AT letter to Alexandria, 11/4/75,
enclosed with Alexandria airtel to las Vegas, 11/19/75, that
SEC Atlanta refers to the individual in-
volved with Great American Silver Co., and the case in Reno as

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## united States Platinum, inc.

1001 GREG + SPARKS, MEV. 89431 + PHONE: (702) 359-4533

ASSOCIATED COMPANIES: U.S. Platinum Milling, Inc., U.S. Platinum Refining, Inc., U.S. Platinum Manufacturing, Inc., U.S. Platinum Sales, Inc., Marmac Mines, Inc., & Curtis Nevada Mines, Inc.

August 9, 1975

9-22-35 Flan

Atlas	Bank	of	Commer	rce	Ltd.
Saint	Vince	ent,	West	Inc	lies

We the undersigned, a wholly owned subsidiary of Atlas Bank of Commerce, Ltd., owners and processors of noble metals, have on hand gold processed material which has a value of \$43,608,400.00, in a bonded warehouse at 15920 Mt. McClellan, Stead, Nevada,

These barrels each have the above assay and referee seals unbroken and in said warehouse at the above address. There are ninety (90) barrels, each weighing approximately 1000 lbs.

This part of the precious metals we hereby acknowledge are the property of Atlas Bank of Commerce, Ltd. and Atlas Bank of Commerce, Ltd. has full authority to dispose of, finance or hypothecate at their descretion.

The total estimated value of the entire shipment is in excess of \$90,000,000.00, but has been insured and bonded by Lloyds of London representative Bayly, Martin & Fay, Inc., 3200 Wilshire Boulevard, Los Angeles, California 90010, telephone Area Code 213 381-5371, for the amount of \$43,608,400.00.

111 Cd Code 217 701 75/128 101	0110 cmodite 02 0.12,000,400,000,
, 	UNITED STATES PLATINUM, INC.
,	
Approved managed ted	
in hands of the name. Ltd.	: Oslar mollecta
	Japan Jill Yusans
	John McAllaster, Vice President

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## united States Platinum, inc.

1001 GREG • SPARKS, NEV. 89431 • PHONE : (702) 359-4533

ASSOCIATED COMPANIES. U'S. Platinum Milling Inc. U.S. Platinum Refining, Inc. U.S. Platinum Monufacturing, Inc., U.S. Platinum Sales, Inc., Marmac Mines, Inc., & Curtis Navada Mines, Inc.,

August 9, 1975

Atlas Bank of Commerce Ltd. Saint Vincent, West Indies

We the undersigned, a wholly owned subsidiary of Atlas Eank of Commerce, Ltd., owners and processors of noble metals, have on hand concentrate processed material which has values as follows:

67.2% au value

81.1% pt value

and other values in accordance to the attached assay, in the United States Platinum, Inc. plants in storage, in warehouses at our mines. This material is in 121bs containers in 67 gallon drums and have gold and platinum and other precious metals in accordance to the attached assay.

These concentrate materials have been assayed by Troy Becker of Washington State, License No. 262-03-32339, and insured by Lloyds of London policy No. 92000.

This part of the precious metals we hereby acknowledge are the property of Atlas Bank of Commerce, Ltd., and Atlas Bank of Commerce, Ltd. has full authority to dispose of, finance or hypothecate at their descretion.

The total estimated value of the entire concentrate material is in excess of \$500,000,000.00.

Inventory of the precious metals is enclosed herewith as of 4/5/75.

UNITED STATES PLATINUM, INC.

Approved & Accepted in behalf of a

Atlas - Subk &f Comerce /Ltd.:

John W Mc Allustra
John W McAllaster
Vice President

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# FEDERAL BUREAU OF INVESTIGATION

LAS		OFFICE OF ORIGIN			<u> </u>			
			DATE		INVESTIGATIVE PERIOD			
TITLE OF CASE	VEGAS	LAS VEGAS	2/25	/76	10/3/75 - 2/16/76			
		<del>!</del>	REPORT	MADE BY		TYPED BY		
	· -			SA b6				
ET AL			CHARA	CTER OF CA	ASE	b70		
	•							
				ITSP -	FBW			
REF	ERENCES:							
	· 1.a	s Vegas report	of SA		dated	<b>b</b> 6		
		10/10/75.	°			b70		
	Lo	s Angeles airte	el to La	s Vegas	, dated			
		11/5/75.			•			
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¥ 10.7	ng.							
Litif	DS:							
	LAS VE	GAS DIVISION						
	A .	. D						
	A	Reno, Nevada						
	tw				stant U. S. Attorney			
			has adv	ised he	will present	ь6 ь7с		
CONVIC. F		HMENTS CLAIMED	NONE	ACQUIT	CASE HAS BEEN:	570		
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					PENDING PROSECUTION OVER SIX MONTHS YE	sN0		
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	USA, Las	Vegas				·····		
	(Attn:	AUSA, Reno)	_		HED	· .		
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Dissemination Record of Attached Report Agency			Nota	nons	81-10141-96			
Request Recd.					0 / - / - / / /			
Date I'wd.								
Now Fwd.								
By								

COVER PAGE

LV 87-10741

this matter to a Federal Grand Jury at the earliest possible moment.

Will conduct investigation requested by

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## UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

1 - USA, Las Vegas
(Attention: AUSA, Reno)

Report of:

Copy to:

 Office: Las Vegas, Nevada

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Field Office File #:

87-10741

Bureau File #: 87-134110

Title:

Date:

JOHN MC ALLASTER

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TROY BECKER,

Character:

Doing Business As

U. S. PLATINUM REFINING. INC.;

U. S. PLATINUM, INC.;

Synopsis:

U. S. PLATINUM MILLING, INC.;

U. S. PLATINUM MANUFACTURING, INC.;

U. S. PLATINUM SALES, INC.; CURTIS NEVADA MINES, INC.;

MARMAC MINES, INC.; AERO ENGINEERING, INC.;

SPARKS, NEVADA

Character:

INTERSTATE TRANSPORTATION OF STOLEN PROPERTY -

FRAUD BY WIRE

#### Synopsis:

- P -

#### DETAILS:

b6 b7C LV 87-10741

On October 1, 1975,	Washoe
County District Attorney's Office, Int	elligence Division,
Reno. Nevada, advised he had received	from
Senior Investigator, District	Attorney, Bureau of
Investigation, 501 Poli Street, Ventur	a, California, two
letters dated August 9, 1975, on lette	rhead stationery of
U. S. Platinum, Inc., directed to Mr.	
Atlas Bank of Commerce, Ltd., Saint Vi	ncent, West Indies.

Copies of these letters are attached hereto:

b6 b7C LV 87-10741

The following article, captioned "Reno mine firm's bank exists only on paper in West Indies," appeared in the October 10, 1975, issue of the "Reno Evening Gazette," a daily newspaper published in Reno, Nevada:

## Keno mine firm's bank exists West Indies only on paper in

By PHIL BAR<del>BUR</del>

Reno gold producer Bob Curtis said his financiallytroubled U.S. Platinum Co. has been bailed out by a bank in the West Indies.

But, a West Indies government spokesman said the bank - the Atlas Bank of Commerce - exists only on paper there.

According to Curtis and his vice president, John W. McAllaster, the Atlas Bank of Commerce has assets in excess of \$1 billion and worldwide offices.

They said Atlas has acquired as whole subsidiaries U.S. Platinum Inc., U.S. Platinum Refining Inc., U.S. Platinum Milling Inc., Curtis Nevada Mines Inc. and Marmac Mines Inc.

The corporations' stockholders unanimously approved the acquisition and resale to the bank of all the corporations' stock, Curtis said.

A U.S. Platinum press release says:

"Atlas Bank of Commerce is headquartered in St. Vincent, Grenadine Islands, Caribbean. They are the largest gold bank in the world.

"In addition to the stocks, the bank is acquiring all assets and liabilities of all corporations. All corporations are being adequately recapitalized and will be put into immediate full-time operation.

"This includes the mines at Topaz Lake and at the Masonic Mining District at Bridgeport, Calif., the mill near Bridgeport and the four gold and platinum refineries in Sparks and Reno.

"All of these companies will be restructured to provide for immediate expansions of all facilities decluding new international interests.

"The present officers will continue to manage the corporations under the bank's agreement.'

However, Edward Lugas. deputy British government representative at Kingstown, St. Vincent Island, West Indies, said Atlas Bank of Commerce "has no building, no staff and no address.

He said Atlas was registered in the West Indies by L. Mills Beam, its president.

Lucas said listed assets (\$10 million) of the bank were nominal.

According to Lucas, some 200 banks are registered in the West Indies. He referred to them as off-shore banks. Registration costs \$50.

"It's purely a tax device or a move by someone who wants to move international money around," he said.

Speaking of Atlas, Lucas said: "It exists on a piece of paper."

On Aug. 22, some 125 shareholders sued Curtis, McAllaster and the corporations, alleging waste," breach of fiduciary (trust), duty and negligence. The suit calls U.S. Platinum an illegal and fraudulent conspiracy.

Following two days of Washoe district court hearing on the suit, a settlement was offered by Atlas Bank of Commerce. Plaintiffs' attorney Michael Specchio estimated it would amount to \$500,000.

But, the payment deadline last Friday was not met. Further hearing is scheduled next Tuesday through Thursday.

According to Curtis, Atlas president Beam has so much gold he could buy Howard Hughes.

Beam appeared at the Aug. 9 stockholders' meeting in Sparks when he agreed to purchase the U.S. Platinum corporations.

Meeting minutes say Atlas was to deposit, in gold certificates, an amount equal to the original cost of all stock. The bank would pay interest at 7.5 per cent a year from the date it was

The money, however, could be paid to stockholders only after five years or at 20 per cent a year at a stockholders' option. The trustee to hold stock and gold certificates was to be Reno attorney Robert E. Berry.

Curtis built his mining enterprises on the basis that he has a secret method of extracting gold and other precious metals from ore.

In April 1974, he boasted he would produce \$1.7 million of gold a day by the following May 5.

But, the shareholders' suit says he has produced no commercial quantities.

U.S. Platinum was ordered closed last month by the Nevada Industrial Commission.

DERAL BUR AU OF INVESTIGATION

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10/21/7 Date of transcription\_

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and Bayly, Martin, and Fay, Incorporated, 3200 Wilshire Boulevard, Los Angeles, California, furnished the following items:

One copy of warehouse receipt for 23 drums of hard rock ore in Foregin Trade Zone Number 3, for the Port of San Francisco, San Francisco Port Commission, grantee, San Francisco, California, for account of dated September 23, 1974.

One copy of invoice of merchandise for shipment of 23 barrels of hard rock ore from Canada to the United States dated July 24, 1974.

One copy of Canadian commodity export form for 23 barrels of hard rock ore dated July 24, 1974.

One copy of Lloyd's of London policy number 514/A73/5505 showing policy drawn up but never consummated.

One copy of assay done by of the United States Mint, on 125 steel drum of precious metals concentrates stored in bonded warehouse.

	10/21/75	. Los	Angeles,	California	File #	Los Angeles 87-40506	
Interviewed on		o' and		•	FII0 # _	•	 b6
ь,		dw	•	Date dictated_		10/21/75	b70

# ZONE Mo. 3

# THE PORT OF AN FRANCISCO

San Francisco Port Commission, Grantee

	in and on the				terms and condition	s con-
		reverse hereof, such I storage, handling a			neir order	
NUMBER	PACKAGES		SAID TO BE	OR CONTAIN	MARKS	
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	27627			SAN FRANCISCO PORT COM OF FOREIGN TRAD		NTEE
Lot No	 _per	_per	· ·	claims a lien for all lawful charges of the goods, also for all lawful interest, insurance, transportation, and other charges and expenses, i	claims for money adv labor, weighing, coo	anced, pering,
				•	•	

FURING (A)



## Lloyd's Policy

The Assured is requested to read this Policy and, if it is incorrect, return immediately for alteration.

In all communications please quote the Policy Number appearing in the Schedule overleaf.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:—

Form approved by Lloyd's Underwriters' New Marine



Any person not an Underwriting Member of Lloyd's subscribing the Policy, or any person utter to the same if so subscribed, will be halfer to be proceeded against under Lloyd's Acts.

Printed at Libyda, London, England,

No Policy or other Contract dated on or after 1st 1m., as entitling the holder to the besets of the Pands calls of Contract as security for their liabilities unless in how

all be recognised by the Committee of Hord's trees indeed by the Underscrives of the Percy bot the Soal of Hord's Policy Signing Qifter

## LLOYD'S POLICY

(Subscribed only by Underwriting Members of Hoyd's all of whom have complied with the requirements of the Insurance Companies Act, 1958, as to security and otherwise.)

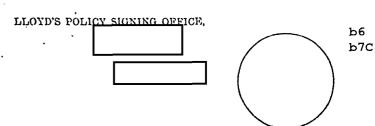
QUIDCUCAS the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Idoyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters"),

· How Utc the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false of fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

How know We that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder wilch is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Cultness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.



Form J (A) (8 8.50)

II 14

The Policy No. 514 / A { J/ 5505 The name and address of the Assured . Inconvenient Sylvation and Reflecte Coleany and MARK IV ASSOCIATES P.O. Box 40/, Santa Fe, New Mexico 8/501. The Premium US\$ 4,976.00 The Period of Insurance , 26th April, 19/3 to 26th, April, 1974 both days policize, and for such further period or periods as may be mutually agreed upon The risk and sum insured hereunder All Risks of Physical Loss or Damage excluding transit, as per wording attached. Sum Insured: US\$200,000 part of US\$150,000 part of US\$500,000 Spongecake (reporting form) on Situation: Rosewell

Dated in London, the 2nd November, 1973.

The lines signed hereunder are percentages of the indemnity expressed herein.

#### 1. INSURING AGPTMENT:

In consideration of the premium to be paid and conditioned upon the payment thereof as herein specified and in reliance upon the declarations of the Insured and subject to the limits of liability, exclusions, conditions and other terms of this Policy, the Company agrees to pay to or on behalf of the Insured the Assayed value of Spongecake (Precious matal amalgam), not including loss of use, councd by the Insured or which is the property of others for which the Insured is legally liable and which is lost, damage or destroyed during the term of coverage, caused by the perils insured against.

#### 2. LIMIT OF LIABILITY:

- \$250,000 each and every loss and in the aggregate flood and earthquake at the following locations.
  - A. Valley Agri Services
    Box 2104, Roswell, New Mexico
  - B. Lawrence Warehouse 421 1/2 Hickox, Santa Fe, New Mexico
  - C. Brooklyn Municipal Warehouse 130 3rd Street, Brooklyn, New York
- II. \$250,000 each and every loss and in the aggregate flood as respect the perils of transportation between
  - A. Roswell, New Mexico and Santa Fe, New Mexico
  - B. Santa Fe, New Mexico and anywhere in the United States of America

The Company shall be liable in event of loss for no greater proportion thereof than the amount horeby insured bears to 100% of the assayed value of the property insured hereunder at the time when such loss shall happen.

#### 3. DEDUCTIBLE CLAUSE: -

Each claim for loss or damage shall be adjusted separately and from the amount of each such adjusted claim or the applicable limit of liability, whichever is less, the sum of \$ 1,000.00 \_\_\_\_\_\_ shall be deducted.

#### 4. VALUATION:

The Company shall not be liable beyond the assayed value of the property at the time and place any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such assayed value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

#### 5. PERILS INSURED:

This Policy insures against ALL RISKS of direct physical loss or damage to the property insured from any external cause except as hereinafter excluded.

#### 6. PROPERTY NOT INSURED:

This Policy DCES NOT insure any of the following:

- (a) Gold, silver, platinum bullion or any other precious metal in bullion form.
- (b) Loss or damage to any property while waterborne except while being transported on any regular ferry and then only for loss or damage by stranding, sinking, fire or collision, including General Average and salvage charges;
- (c) Hi-jack or any attempt thereat, and exposive resulting therefrom. Hi-jack means the unlawful seizure or wrongful exercise of control of an aircraft or crew thereof in which the insured property is being conveyed.

This rolley FORS NOT insure against loss or damage caused directly or indirectly by, resulting from accasioned by:

- (a) Wear and tear, deterioration, depreciation, insects, vermin, inherent vice, latent a defect, mechanical or electrical or structural breakdown or failure, rust, corrosion, derpass of atmosphere, extremes in temperature, or actual work or process upon or installation of property covered; except with respect to ensuing loss caused by or resulting from a peril not otherwise excluded;
- (b) The weight of a load exceeding the lifting capacity of any machine under the operating conditions at the time of such loss or damage:
- (c) Rain, snow, sleet or hail, whether driven by wind or not, to property stored in the open;
- (d) Any unexplained or mysterious disappearance of property (except property in custody of carriers and other bailees for hire) or inventory shortages;
- (c) Damage to or destruction of property caused intentionally by or at the direction of or with the knowledge of the insured;
- (f) Any fraudulent, dishenest or criminal act done by or at the instruction of any Insured, partner or joint venture in or of any Insured, an officer, director or trustee of any Insured or any other party of interest; pilferage, misappropriation, secretion or conversion, or concealment of any property covered due to any fraudulent, dishenest or criminal act of any employee while working or otherwise, or agent of any Insured, or any person to whom the property covered may be entrusted, other than any carrier or other bailed for hire;
- (g) Theft from any automobile, motorcycle or other vehicle, occurring while such vehicles are unattended, unless at the time of such theft the windows, doors and compartments of the vehicles are securely closed and locked and such theft results from forcible entry evidenced by visible marks. This exclusion shall not apply to property in the custody of carriers for hire;
- (h) Loss or damage caused by short circuit or other electrical injury or disturbance, exclusive of lightning, to electrical appliances, devices, or wiring unless fire ensues and then only for the loss or damage caused by such ensuing fire;
- (i) Recommendation or nuclear radiation or radicactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or rumote, or be in whole or in part caused by contributed to, or aggravated by the peril (s) insured against in this Policy; however, subject to the foregoing and all provisions of the Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy.
  - (i) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending, or expected attack, (i) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

#### FOOM RESTRICTION:

This Policy does not insure against loss or damage to crane or derrick boom(s) while being operated unless directly caused by fire, lightning, explosion from any external cause, landslide or overturn of the unit of which it is a part.

#### EPECIAL EXCLUSION:

This Policy does not insure against loss, damage or expense caused by or resulting from interruption of business, delay, loss of market or other consequential loss extending beyond the direct physical loss of or damage to the insured property.

#### 1. OTHER THEURANCE:

In the event other valid and collectable insurance exists on any property insured hereunder, in the name of the Insured or any third party, whether prior, subsequent to or simultaneous with this insurance which, in the absence of this insurance would cover the loss or damage hereby covered, then this Company shall not be liable hereunder for any loss or damage to the property insured under this Policy.

If, however, under the terms of such other insurance (in the absence of this Policy) the liability would be for a lesser amount than would have been recoverable under this Policy (in the absence of such other policy) then this Policy attaches on the difference.

#### 2. NOTICE AND PROOF OF LOSS:

It is agreed that as soon as the Insured has knowledge of a loss insured by this Policy, a report thereof shall be given immediately to American National General Agencies, Inc., Los Angeles, California for transmittal to the Company.

A detailed sworn Proof of Loss shall be filled with the Company, care of American National General Agencies, Inc., Los Angeles, California within 90 days after the loss becomes known to the Named Insured or Insurance Manager or Corporate Official of the Insured.

#### PAYMENT OF LOSS;

All adjusted claims shall be paid or made good to the Insured within 60 days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.

#### 4. LOSS REINSTATEMENT CLAUSE:

Dvery claim paid hereunder reduces the amount of insurance by the sum so paid, but it is a condition of this Policy that in the event of loss, the Insured agrees to reinstate the full Limit of Liability of this Policy by payment to Company of pro-rata additional premium on the amount of such loss.

#### 5. PROPERTY OF OTHERS:

In the event of loss or damage to property of others (insured hereunder) held by the Insured for which claim is made upon this Company, the right to adjust such loss or damage with the owner or owners of such property is reserved to this Company and receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured as respects any such loss or damage, this Company reserves the right at its option, without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Company in such regard will increase the liability of the Company under this Policy.

#### 6. APPRAISAL CLAUSE:

If the Insured and the Company fail to agree as to the amount of loss, each shall, on the Written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire; then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

#### PEAR, SEL ON LINE

In the event loss, damage or destruction: (a) to a article or articles which are a part of a static measure of loss of or damage to a articles shall be a reasonable and fair proportion of the total value of the set, given consideration to the importance of said article or articles, but in no event shall such loss, damage or destruction, be a construed to mean total loss of the pair or set; or (b) any part of property covered consisting, when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.

#### 8. SUBROGATION CLAUSE:

If the Company becomes liable for any payment under this Policy in respect of loss, damage or liability the Company shall be subrogated, to the extent of such payment, to all the rights and remedies of the Insured against any party in respect of such loss, damage or liability and shall be entitled at its own expense to sue in the name of the Insured. The Insured shall give to the Company all such assistance in his power as the Company may require to secure its rights and remedies and, at Company's request, shall execute all documents necessary to enable Company effectively to bring suit in the name of the Insured including the execution and delivery of the customary form of loan receipt.

#### 9. SUE AND LABOR:

In case of activities immoment loss or damage it shall be lawful and necessary for the Insured, their factives, servants or assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to the insurance; nor shall the acts of the Insured or the Company in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or acceptance of an abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.

#### 10. DUE DILIGENCE CLAUSE:

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.

#### 11. MISREPRESENTATION AND FRAUD:

This Policy shall be void if the Insured knowingly or willfully concealed or mimepresented any material fact or circumstance concerning this insurance or the subject thereof, or in the case of any fraud or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss. Further, if the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void as respects the specific claim and the Company shall have the right to terminate this Policy prospectively and all future claims hereunder by the Insured shall be forfeited.

#### 12. BREACH OF WARPANTY:

If a breach of any warranty or condition contained in any rider attached to or made a part of this Policy shall occur, which breach, by the terms of such warranty or condition shall operate to suspend or void this insurance, it is agreed that such suspension or voidance due to such breach shall be effective only during the continuance of such breach, and then only as to the property or unit or fire division or contents therein to which such warranty or condition has reference and in respect of which such breach occurs.

#### 13. INADVERTENT ERROR CLAUSE:

The Insured hereunder is not to be prejudiced by any unintentional or inadvertent omission, error or incorrect description of the property insured hereunder, provided notice be given to the Company as soon as practicable on discovery of any such error or omission.

#### 14. ASSIGNMENT:

This Policy may not be assigned or transferred without the written consent of the Company, except as may be separately provided herein.

No suit or action on this Policy for the recovery of any claim shall be sustainable in any Court of Law or Equity unless the Insured shall have fully complied with all the requirements of this Policy, nor unless commenced within 12 months after the claim has been disallowed by the Company. Where any limitation of time for suit or for notices of any matter by the Insured is set forth in this Policy, but such limitation of time is prohibited by the laws of the State wherein this Policy is issued then and in that event, the time for suit or the time for notice shall be limited to the shortest period permitted under the laws of such State.

#### 16. ACCESS TO RECORDS AND EXAMINATION UNDER OATH:

This Company or its nominees shall at all times during the currency of this Policy or while a claim is pending have, at such reasonable time and place as may be designated by the Company or its representatives, access to all the accounts, book of accounts, contract and records of the Insured relating to all insured operations or productions. The "Insured as often as may be reasonably required shall submit and so far as within his or their power cause all other persons interested in such operation or production and their employees to submit, to examination under oath by any person named by the Company relative to any and all matters in connection with a claim, at such reasonable time and place as may be designated by the Company or its representatives. The Insured agrees to do everything within reason to comply with the foregoing.

#### 17. CARRIERS OR BAILEES:

This insurance shall not inure directly or indirectly to the benefit of any carrier, nor without the affirmative consent of the Insured, to the benefit of any other beilee, by stipulation in bill of lading or otherwise.

The Insured may, without projudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by common carriers containing a limitation as to the value of such goods or merchandise.

The Policy may be cancelled by Insured by mailing to Company, c/o American National
General Agencies, Inc., 3200 Wilshire Boulevard, Los Angeles, California 90010, written
notice stating when thereafter such cancellation shall be effective. The Policy may be
cancelled by Company by mailing to Insured at the address signain this Policy as a last
known address written notice stating when not less than American (30) days thereafter
such cancellation shall be effective, except that five (5) caysowritten notice will be
given by Company when cancellation is for non-payment of pramium. The mailing of notice
through deposit in the United States or Canadian mail shall be sufficient proof of
notice and the effective date of cancellation stated in the notice shall become the end
of the policy period. Delivery of such written notice either by Insured or by Company
shall be equivalent to mailing.

In the event this Policy is cancelled by Insured, Company shall retain the customary short rate earned premium hereunder for the period that this Policy has been in force or the full policy minimum premium whichever is greater. If this Policy is cancelled by Company, it shall retain the pro-rate earned premium hereunder for the period during which this Policy has been in force or the pro-rate minimum premium, whichever is greater. Fremium adjustment shall be made as soon as practicable after cancellation, but the failure of Company to tender premium refunds at the time notice of cancellation is given shall not affect the validity of such notice.

In any event, the Absolute Minimum Premium, if any, shall not be refundable in whole or in part.

#### 19. COMPORMITY TO STATUTE:

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Police or estop the Company from asserting any right un the terms of this Policy, nor shall except by end the terms of this Policy, nor shall except by end the terms of this Police terms be waived or changed except by end the terms of this Police terms be waived or changed.

#### 21. TERRITORIAL LIMITS:

The property insured hereunder is covered (except as otherwise excluded) while anywhere in and in transit within and between the 48 contiguous States of the Continental United States of America.

#### 22. SERVICE OF SUIT CLAUSE:

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured (or reassured), will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Cummins, White and Breidenbach, 1200 Hilton Center, 900 Wilshire Boulevard, Los Angeles, California 90017, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured (or reassured) to give a written undertaking to the Assured (or reassured) that they will enter a general appearance upon Underwriters behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured (or reassured) or any beneficiary hereunder arising out of this contract. Of insurance (or reinsurance), and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### 23. SUBSTITUTION OF TERMS:

It is understood and agreed that wherever the words "Company", "Underwriters", "Policy" or "Certificate" appear in the forms that constitute this Policy, they are used interchangeably with each other.

#### 24. ALL OTHER MATTERS:

The foregoing clauses shall be considered to supersede and annul any clauses in Company's printed Policy to which this form is attached and has been issued in conjunction therewith. All other wastern not provided for by the foregoing clauses or by endorse be hereon shall be govern hip the corms and conditions of the Company's printed Police 170

ATTACHED TO AND MADE PART OF FOLICY NO.: AN 5487

COMPANY: LLOYD'S, LONDON

NAME OF INSURED: INTERNATIONAL SMELTING AND REFINING COMPANY

AND MARK IV ASSOCIATES

EFFECTIVE DATE: APRIL 26, 1973

DATE ISSUED: AUGUST 15, 1973

ISSUED AT: LOS ANGELES, CALIFORNIA

AMERICAN NATIONAL GENERAL AGENCIES, 1:: C.

Dir.

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IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THAT THE EFFECTIVE DATES OF COVERAGE FOR THE FOLLOWING LOCATIONS AND/OR PERILS ARE EFFECTIVE AS FOLLOWS:

\* LAWRENCE WAREHOUSE EFFECTIVE JULY 7, 1973

\* BROOKLYN HUNICIPAL WAREHOUSE EFFECTIVE JULY 31, 1973

\* PERILS OF TRANSPORTATION EFFECTIVE JULY 6, 1973

FECTIVE DATE OF THIS ENDORSEMENT IS APRIL 26, 1973

AT 12:01 A.M.

ENDORSEMENT IS ATTACHED TO AND MADE A PART OF CERTIFICATE NO. AN 5437

TO: INTERNATIONAL SMELTING AND REFINING COMPANY AND MARK IV ASSOCIATES TRAGENT: AMERICAN NATIONAL GENERAL AGENCIES, INC.

ss: 3200 WILSHIPE BLVD. LOS ANGELES, CALIFORNIA

1255: 2200 WINGHILT DIVID: DOD SHOWING ACCOUNT.

SUE: 8/15/73 BY

The state of the s

#### indorsement No. 2.

#### MARRAUTIES

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THE FOLLOW IS SUBJECT TO THE FOLLOWING WARRANTIES.

- 1) THE LAMMRENCE MAREHOUSE LOCATION WILL BE USED FOR STORAGE CHLY AND A MATCHARN WILL BE ON THE PREMISES LURING ALL TIMES WHEN CLOSED FOR BUSINESS.
- 2) AN ARRED GUARD SHALL ROCKERMY MEE SHIP. ENTS TO AND FACE AIRLINES. THIS MARKATY SHALL CEASE TO MERLY FOR THE PERIOD COMMENCING WHEN THE PROJECT MAS BEEN DELIVERED TO AN ARRUNE AND FULL WAVE DECLARATIONARY MATTER WHEN THE PROPERTY IS TRANSFERRED FROM AIRLINE TO MARKET FOR DELIVERY TO ITS FIRML DESTINATION.
- 3) AN ARCOD GOARD WILL BE ON BUTY AT ALL TIMES WHEN THE PROPERTY IS LOCATED AT 130 3RD STREET, DROCKLYN, NEW YORK AND OTHER LOCATIONS APPROVED BY UNDERWATTERS.

W BUT JUALL AGAIN APPLY

THE EFFECTIVE DATE OF THIS EXECUSES EAT IS APAID 25, 1973 AT 12.01 A.A.

MAL OTHER TELESIANA CONDITIONS RESERVE CHEMICALIST.

THIS EMERSESSES IS ATTACHED TO ARE LALL A FAUT OF SLATIFICATE RO. AN 5437

1850LD TO: INTERMEDIATION OF MEDITARY AND ADVENUES OF WAY

BROLLEN/AGENTIA SERI LAW NOT ROUSE CESSEENE ROSHERES, 190,

ADDRESS: 3200 ALSOLINE BLUG, LOS ANGELES, CALIFORNIA

VALLEY AGRI-SERVICE LOCATION

\$5.00 PER HUNDRED OF ASSAYED CASH

VALUE OF PROPERTY

LAWRENCE WAREHOUSE LOCATION

\$3.50 PER HUNDRED OF ASSAYED CASH

VALUE OF PROPERTY

BROOKLYN HUNICIPAL WAREHOUSE

LOCATION

\$2.50 PER HUNDRED OF ASSAYED CASH VALUE OF PROPERTY

PERILS OF TRANSPORTATION

\$.15 PER HUNDRED OF ASSAYED CASH VALUE OF PROPERTY IN TRANSIT.

FECTIVE DATE OF THIS ENDORSEMENT IS

APRIL 26, 1973

THER TERMS AND CONDITIONS REMAIN UNCHANGED. INDORSEMENT IS ATTACHED TO AND MADE A PART OF CERTIFICATE NO. AM 5437

, To: - INTERNATIONAL SPELLING AND REFINING COMPANY AND MARK IV ASSOCIATES

RYAGENT: AMERICAN NATIONAL GENERAL AGENCIES, INC.

3200 WILSHIPE BLVD. LOS ANGELES, CALIFORNIA

OF ISSUE:

IN CONSIDERATION OF THE RETURN PREMIUM OF \$3,780.00 IT IS UNDERSTOOD AND AGREED THAT THE LIMITS OF LIABILITY ARE AMENDED AS FOLLOWS:

1. \$250,000 PART OF \$500,000 AND IN THE AGGREGATE FLOOD AND EARTHQUAKE.

II. \$250,000 PART OF \$500,000 AND IN THE AGGREGATE FLOOD AND EARTHQUAKE.

FFECTIVE DATE OF THIS ENDORSEMENT IS . JULY 19, 1973

AT 12:01 A.M

OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CHOORSEMENT IS ATTACHED TO AND MADE A PART OF CERTIFICATE NO. AN 5437

o to: INTERNATIONAL SMELTING AND REFINING CORPANY AND MARK IV ASSOCIATES

CR/AGENT: AMERICAN NATIONAL GENERAL AGENCIES, INC.

OF ISSUE:

8/15/73

3200 WILSHIRE BLVD. LOS ANGELES, CALIFORNIA

. See The Wildtill David and Andada Andada Conditionary

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23

THE INSURED AGREES,

- 1) TO KEEP ACCURATE PECORD OF THE VALUES AT EACH LOCATION AT RISK HERSUNDER AND TO SUBMIT TO THIS COMPANY, OR ITS DULY AUTHORIZED REPRESENTATIVE, NOT LATER THAN THE LAST DAY OF EACH MONTH A REPORT OF VALUES AT RISK AS OF THE LAST DAY OF THE PRECEDEDING MONTH.
- 2) TO KEEP ACCURATE RECORD OF THE VALUE OF EACH SHIPMENT MADE DURING THE MONTH AND TO SUBMIT TO THIS COMPANY, OR ITS DULY AUTHORIZED REPRESENTATIVE, NOT LATER THAN THE LAST DAY OF EVERY MONTH THE VALUE OF ALL SUCH SHIPMENTS.

AT 12:01 A.M. 5

MINISTIVE DATE OF THIS ENDORSEMENT IS APRIL, 26, 1973. "HER TERMS AND CONDITIONS REMAIN UNCHANGED."
LANGUAGEMENT IS ATTACHED TO AND MADE A PART OF CERTIFICATE NO.

AN 5437

5 to. INTERNATIONAL SMELTING AND REFINING COMPANY AND MARK IV ASSOCIATES

"" AGENT: AMERICAN NATIONAL GENERAL AGENCIES, INC.

3200 WILSHIRE BLVD.LOS ANGELES, CALIFORNIA

or tosue: 8/15/73 BY

IT IS UNDERSTOOD AND AGREED THAT THE LIMITS OF LIABILITY HEREUNDER ARE 80% OF 100% BEING \$200,000 PART OF \$250,000.



FFECTIVE DATE OF THIS ENDORSEMENT IS . APRIL 26, 1973 ITHER TERMS AND CONDITIONS REMAIN UNCHANCED. ENDORSEMENT IS ATTACHED TO AND MADE A PART OF CERTIFICATE NO.

AT 12:01 A.M.

TO INTERNATIONAL SMELTING AND REFINING COMPANY
AND MARK IV ASSOCIATES
AND MARK IN ASSOCIATES
AND MARKET AMERICAN NATIONAL GENERAL AGENCIES, INC.

3200 WILSHIRE BLVD.LOS ANGELES, CALIFORNIA

or issue: 8/15/73

BY

Bv

AN 5437

IT IS UNDERSTOOD AND AGREED THAT PARAGRAPH 5, PERILS INSURED OF THE INSCRELANEOUS PROPERTY FLOATER DATED AUGUST 15, 1973, IS DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED IN LIEU THEREOF:

#### 5. PERILS INSURED:

THIS POLICY INSURES AGAINST ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE TO THE PROPERTY INSURED FROM MAY EXTERNAL CAUSE, INCLUDING ANY UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OF PROPERTY WHILE IN CUSTODY OF CARRIERS AND OTHER BAILEES FOR HIRE, EXCEPT AS HEREINAFTER EXCLUDED.

FECTIVE DATE OF THIS ENDORSCHENT IS NPRIL 26,1973
THER TERMS AND CONDITIONS REMAIN UNCHANGED.

ADDRESSMENT IS ATTACHED TO AND MADE A PART OF CERTIFICATE NO.

12:01 A.H.

AN 5437

TO: INTERNATIONAL SHELTING AND FEFINING COMPANY AND MARK IV ASSOCIATES

R/AGENT:

AMERICAN NATIONAL GENERAL AGENCIES, INC.

3200 WILSHIRE DLVD.LOS ANGELES, CALIFORNIA

OF ISSUE:

8/31/73

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on ing attached.

Total Sum

5 11 73 2

5 MEMBERS 1973/11

C. H. W. & CO., L.TD

公司 中心人民 深 形 原 不 中 作 中

ENDORSEMENT FOR ATTACHMENT TO AND FORMING PART OF POLICY No. A73/5505

Effective date: Inception

It is understood and agreed that where required losses if any payable to

AMERICAN METALS MANAGEMENT ORGANIZATION LIMITED

r terms, clauses and conditions remain unaltered.

CUPOLA SMELTERS . CONDENS SE ENGINEERING . REVLADER/STORICE CYANIDE PLANTS . INSTALLATIONS MERCURY RETORES . ROTATIVE GENERAL MINING MILLING SETUP RAW MATERIALD FROM MINES MEYALLICE & NON-METALLICE SETUP.

Telephone
21.3 ORchord 7-5345

Palladium 700

Ozminum

## BEAM SMELTERS

10535 BUFORD AVENUE · INGLEWOOD, CALIFORNIA 90304
Mailing Address: P.O.Eoz 31.45 February 18,1975

\$ 84,000.00

\$ 40,880.00

Procious Notals Futures, Ltd. Grand Cayman, British West Indies. Attention: RE 125 steel drum of Precious Metals Concentrates Stored in Bonded Warehob7C The Following Assays were taken and run by: Mr of the United Staten MINT. COLD 750 ozs/ton \$186.50 / oz/ \$1.39.875.00 at ' 8170.00 7 oz/ \$ 47.600.00 Platinum 280 \$ 73,000.00 Iridium \$365.00 / 02/ \$ 80,000.00 \$320.00 /oz/ Rho di um

Total \$465,355.00

\$120.00 /oz/ \$511.00 /oz/

We can ship 50 tons upon completion of your Client depositing 60% cash upon delivery per ton ... to be 40% remitted after you have refined these Concentrate to Precious Metals Futures Ltd. George Town Grand Caynan your attention. If you prefer the Precious Metals Futures Corporation to do the refining of these Concentrates for your Clients as you have complete control over this part of the operation the Charges for this service to your clients and refining the above concentrates when our own refinery is completed some time about June 1975... these SURCHARGES \$90,400.00... if these concentrates are left in our keeping ... as you know once these concentrates leave our possession, we assume not responsibility for quality of naterials no longer under our control...

The total cash letter of credit placed to Your account in Barcley Bank. International George Town Grand Caymen to Precious Metals Futures . Itd

bу ....

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 11/13/75
<u>1</u>
Illinois, voluntarily furnished the following information:
advised that as a result of a business deal he had found it necessary to set up a hedging operation.
of Evers, Inc., Cincinnati, Ohio, a personal friend and business associate of approached and asked if could sell gold through his hedging operation. checked with his partner in the hedging operation, and determined that it was possible. then related that he had from 300 to 500 tons of gold stored at the Zurich, Switzerland airport in 12.5 kilo bars, and wanted to sell the gold in the United States. The size of the bars had to be changed from 12.5 kilo bars to one kilo bars before they could be sold in the U.S.
the made tentative arrangements for the gold to be smelted to one kilo bars in Canada and shipped to the U.S. to be stored at the First National City Bank, New York.
could furnish no further details other than he had not been requested to sell any of the gold, and that is currently in Europe, and has been since June of 1975 trying to sell the gold.
11/10/75 Chicago, Illinois CG 29-4745
SA jmp Date dictated 11/12/75

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## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 11/13/75	
1	
Illinois, voluntarily furnished the following information:	k k
as a result of conversations with TROY BECKER, Aero Engineering, Inc. (AEI), Sparks, Nevada, was aware that AEI was producing gold through a new refining process from ore mined in the State of Washington.	1
As a result of having set up a hedging operation, through which gold could be sold, contacted BECKER to determine if he could market the gold for AEI.	
BECKER advised that AEI was mining the ore near Cle Elum, Washington, shipping the ore to Sparks, Nevada, where it was refined to .50 fineness and then was shipped to the Canadian Mint where it was refined to .99995 fineness and then shipped to the Imperial Bank of Canada, who buys the gold.	· •
BECKER advised that the reason for refining the Washington ore in Nevada to .50 fineness and then shipping the ore to Canada was to avoid State of Washington and U.S. tax laws, and as a result, no taxes have to be paid on the gold until the money is brought into the U.S. from Canada.	
BECKER advised that a pilot plant for refining the ore at Sparks, Nevada was going into operation	
September 1, 1975, BECKER described the ore as being similar to are mined in Texas which allegedly had a high silver contect.	
September 1, 1975, BECKER described the ore as being similar to are mined in Texas which allegedly had a high silver	
September 1, 1975, BECKER described the ore as being similar to are mined in Texas which allegedly had a high silver contect.  As a result of BECKER's conversation and an article which appeared in "Barron's" September 30, 1974, regarding	

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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CG 29-4745

was aware that some individuals had invested a great deal of money in AEI, up to five million dollars, and that the proposed plant would cost 50 to 60 million dollars to erect. advised BECKER that he could come up with \$250,000 if BECKER would allow him to buy in.	b6 b7С
A tentative agreement was then worked out in which would provide a certain amount of cash and letters of credit to be utilized by AEI. The letters of credit were to be furnished to banks in Sparks, Nevada.	ь6 ь7с
advised he contacted  First National Bank of Nevada, Sparks, Nevada Branch, who advised that the bank had no adverse information relative to AEI, and indicated that AEI had been referred to the bank by a bank in the State of Washington. AEI maintains its corporate accounts at the bank and had only made one loan which was to finance a corporate vehicle.  Indicated that he had observed the AEI operation.	ь6 ь7С
also contacted  Nevada National Bank, Sparks, Nevada, who refused to furnish any information regarding AEI due to the bank's involvement in Civil Litigation with AEI.	ь6 ь7С
stated he had attempted to obtain financing for his investment at AEI at several banks, but had been unsuccessful. stated he has obtained finances from a private source, however, he refused to divulge the source.	ь6 ъ7С
in AEI. to date has not made any investment	b6 b7С
identified the following individuals as being officers of AEI:	b6 b7C
TROY BECKER	

<u>3</u> CG 29-4745

	WILLIAM CHARLES NEWBERG position unknown			
documents	furnished copies of the following relative to AEI:			
	Barron's clipping, dated 9/30/74, under byline of Clipping from The-Post Intelligence, dated 2/22/74.			
•	Biography of WILLIAM C. NEWBERG.			
	Letter of HERBERT F. BUCHHOLTZ to AEI, dated 8/27/74.			
	Letter of HERBERT F. BUCHHOLTZ to AEI, dated 10/14/72.			
	Resume of HERBERT F. BUCHHOLTZ.			
	AEI telegram to dated 7/27/75.			
	Agreement between AEI and World Foods International, Inc., dated 7/26/75.			
	AEI letter to World Foods Internation, Inc., dated 8/4/75.			
	Royal Canadian Mint, memorandum of out-turn of Gold Bullion, dated 4/15/75.			
	Royal Canadian Mint, memorandum of out-turn of Gold Bullion, dated 5/5/75.			
pertinent	was unable to furnish any further information.			

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OLDBUGS may have fresh cause for concern; with the price of the yellow metal down to around \$145 a troy ounce at week's end. American know-how could be on the point of increasing the supply. Within the next 10 days, if all goes well, a new plant will go on-stream outside Reno that reportedly can produce 400 times more gold and precious metals from low-grade ore than conventional extraction technology. The process, which involves sophisticated nuclear-affinity assay techniques, is expensive, roughly (40 times the cost of standard methods. But with precious metals quotes at their currently elevated levels, the game seems well worth the candle.

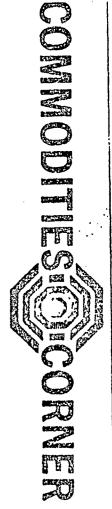
The latter-day corporate alchemist is privately held Aero Engineering Inc., héadquartered in Seattle. Troy Becker, the head man, has been experimenting complex ores for the better part of the past years. Eventually, he developed a way of detecting the presence of precious metals in through X-ray fluorescence - a sort of quantitative analysis in which the intensity of resonance is measured in relation to elements' atomic characteristics. The next step was to come up with a refining procedure that would permit economical recovery. The solution, a proprietary process, was devised around chemical precipitation with acids.

Your agent is no expert at these arcane arts. But their viability has been attested to by Herbert F. Buchholtz, an independent mining engineer. Summoned to Reno to conduct tests, Buchholtz was determined to prove Aero "a bunch of liars." After running an extraction analysis under stringent controls, however, he said in a notarized statement: "I witnessed the extraction of high-purity platinum equalling 3.453.1 ounces per short ton, 717.3 ounces of palladium and 1,-108.8 ounces of gold.'

The U.S. Treasury is a believer of sorts, too. After a nudge from Columnist Ralph de Toledano of the National News-Research Syndicate, it issued the company a license to own gold in unlimited amounts.

At present, the Reno facility, bankrolled to the tune of \$1 million by Charles Nolan, a mining entrepreneur based in Vancouver, B.C., is equipped to process about one ton of ore a day. The raw material comes from Aero's Cle Elum mine, in the Cascade Mountains of Washington. Plans are already afoot to build a 25ton-a-day complex at a nearby site in Nevada, plus an installation close to Nolan's properties in Canada. There's no way of telling yet. but it could be there is considerably more gold in them thar hills than anyone dreamed of.

By Eric Aikei



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The Post-Intelligencer

# BUSINESS

Fri. Fab. 22, 1974

## DAN COUGHLIN

# There's Gold in Them Hills

Troy Becker comes on like a modest man. Maybe he is at that. But stick around. First impressions sometimes mislead. Becker, you see, intends to refill Fort Knox.

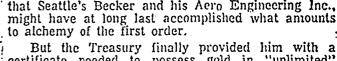
Take another look at that one. Becker plans to produce so much gold in the not-too-distant future that the dollar might once again be made fully convertible against the precious metal.

Indeed, he's leaving here today for Sparks, Nev., in another step along the long road to accomplish what either is the wildest kind of scheme or, with about the same degree of plausibility, the greatest feat since Moses crossed the Red Sea.

The prophet had a huge amount of backing, to be sure, and Becker has a bit less. He does have a few things going for him, however. And if he could produce as much gold as he thinks he can, the results might not be altogether dissimilar at that.

BECKER, YOU SEE, has developed a process by which ores can be forced to yield huge amounts more gold than conventional methods. Some among you met him back in October, 1972, when this column carried the first printed words on his system. Not being technically skilled in mining, chemistry or gold, we won't vouch for the method. But we can quote an assay or two which he's furnished which seems to bear out his assertion that his "nuclear affinity" technique can produce up to 3,000 ounces of gold from ores that conventional methods might yield 3 ounces.

At the time of our first article, the U.S. Treasury was about as skeptical as any including this editor,



But the Treasury finally provided him with a certificate needed to possess gold in "unlimited" amounts, a major step. Columnist Ralph de Toledano of the National News-Research Syndicate, wrote that the Becker process costs about 40 times that of traditional methods but yields almost 400 times what conventional miners are able to produce. De Toledano added:

"As it looks now he will cry all the way to the bank."

Whether that is too sanguine remains an open question.

Becker says his process spots the presence of precious metals that customarily are destroyed in normal assay methods.

BECKER SAYS THE new plant will be opened by July, processing from one to live tons a day of ores from Aero porperties near Cle Elum. Financing for the operation, a \$1 million line of credit, was advanced by Charles Nolan & Associates of Vancouver, B.C.

Nolan said he plans later to build a similar plant in Canada to process ores from the Great Central Mines Corp., Ltd., controlled by him and his Canadian associates.

If things develop properly, those five tons of Cle Elum ore would add up to about \$2.5 million a day in metal. The 40 tons a day Nolan hopes to refine skyrocket the numbers.

And if it can be carried off? Becker, Nolan and their partners like Pete Olwell of Seattle stand to come off very well indeed. The mind boggles with the potential international significance of it all. Hewberg, William Charles, business executive, born Seattle, Wash., Dec. 17, 1910, son of Charles John and Anna Elizabeth (Anderson) Newberg. His father came to the U.S. from Sweden in 1883, eventually settling in the northwestern part of the State of Washington where he engaged in farming.

William C. Newberg received his preliminary education in Sedro Wooley (Wash.) public schools and graduated from University of Washington in 1933 with a B. S. in mechanical engineering. Two years later he earned an M.M.E. at the Chrysler Institute of Engineering, Detroit,

While attending high school, Mr. Newberg earned income working on his father's and neighbors' farms and in logging camps. He earned his way through college by firing furnaces, doing menial chores for sororities and shipping out as an able seaman on Alaskan freighters during summer months.

While still in college, his first contact with the business world was in 1932-1933 as a retail salesman for the American Automobile Co., Seattle. Later in 1933 he joined the Chrysler Corp. at Detroit as a mechanic in that company's road-testing department. Shortly thereafter, Chrysler singled him out to become one of the 10 candidates to attend its engineering institute as a student engineer. Mr. Newberg served Chrysler from 1935 to 1942 as an experimental engineer.

During 1942-45 he was chief engineer of Chrysler's Dodge-Chicago plant, then engaged in manufacturing aircraft engines for the B-29 and B-32 bombers used against Japan in World War II. While carrying out that assignment, Mr. Newberg developed a unique power recovery system for the production testing of engines—a system that was also able to generate about 25 per cent of the Chicago plant's electrical power requirements. He also created several major refinements in aircraft engine fuel infection systems.

Chrysler named Mr. Newberg a member of its subsidiary operations staff in 1945. Two years later his growing reputation as a "problem solver" took him to Dayton, Ohio, as President of Chrysler's then loss-ridden Airtemp division. Within three years, Mr. Newberg had turned Airtemp around and it was doing triple its previous business volume. Recognition of that accomplishment took him to Chrysler's huge Dodge division at Detroit as Vice President and a Director in 1950.

The following year he was named president of Dodge Division, a position he held until 1956. At the time of Mr. Newberg's taking over, Dodge was responsible for about 50 per cent of Chrysler Corp.'s production manpower. Thus, in addition to responsibilition the manufacturing and marketing of Dodge cars and trucks, he was charged with directing a complex of allied plant operations—foundry, stamping, engine, transmissibody assembly and car-truck assemble plants.

Biography of William C. Newberg

Within the area of responsibility, Mr. Newberg was successful in reducing Dxdge's direct labor and overhead through installation of a new direct labor and budget control system.

Chrysler named Mr. Newberg a corporate Vice President in 1953 and a year later a member of it's Board of Directors. In the mid-1950's McKinsey & Co., New York Management Consultants, was employed to make a study of Chrysler's organizational structure. A basic recommendation was that a single executive be placed in charge of all the corporation's manufacturing and sales activities. In the light of the Dodge Division's outstanding operating record, McKinsey & Co. further recommended that Mr. Newberg be given the assignment. Accordingly, he served during 1956-58 as group Vice President in charge of all automotive divisions of Chrysler Corporation.

Subsequently, Mr. Newberg was, in turn, named Executive Vice President and President of Chrysler. He has been active as a Corporation consultant since leaving Chrysler in mid-1960.

He is presently. Vice President and General Manager of Aero Engineering, Inc. of Nevada, Sparks, Nevada and Director of Astro Automotive Parts Co., Director of Crystal Optics Research, Inc., Vice President and Treasurer of Set Theoreatic Information Systems, Inc. and Director of Great Central Mines, Ltd., a British Columbia Corporation.

Active in civic affairs, Mr. Newberg is a former member of the Executive Board of the Detroit Area Council, Boy Scouts of America, Michigan Chairman Boy Power 76 Compaign, 1972, 1968 Regional Volunteer Chairman of Earch of Dimes (Hichigan and Wisconsin). While a student at the University of Washington, he was a member of the Naval Reserve Officers Training Corps. From 1935-42 he held a commission as a 2nd Lieutenant and later, as a 1st Lieutenant in the U.S. Army Ordnance Reserve.

In 1956, he was named Alumnus Summa Laude Dignatus by the University of Washington. Parsons College conferred an honorary Doctor of Law degree upon him in 1959.

Mr Newberg is a member of the Society of Automotive Engineers, American Ordnance Assn: (life member), Automobile Old Timers (life member), Franklin Institute, the Newcomen Society of North America, Alpha Tau Omega, Detroit Athletic Club and the One Hundred Club of Detroit.

Mr. Newberg married Dorothy Beck in 1939. They have four children: Judith Ann (Mrs. John Bookwalter); Robert Charles, 25 yrs., James William, 23 yrs. and William Charles Newberg, Jr., age 10 yrs.. Nr. Newberg has two grandsons, ages 9 and 7. Mr. and Mrs. Newberg and family resided at 4310 Vernor Court, Blocmfield Hills, Michigan 48013. They now reside at 445-G, Pine Meadows, Sparks, Neveda 89431.

### Consulting Mining Engineer

P. O. Box 7074

Reno, Nevada 89503

August 27, 1974

AERO ENGINEERING, INC. 720 E. Glendale Sparks, Nevada 89431

Attention: Troy E. Becker, President

Dear Mr. Becker:

As per your instructions, I, an independant consulting mining engineer and geologist, have made an engineering and geological examination and evaluation of your company's (AERO ENGINEERING, INC., Leubec) mineral deposit.

The Leubec mineral deposit consists of 10 lode mining claims located in section 18, T 19 N, R 15 E, EWM, near Cle Elum, Washington. The area claimed is entirely within the Easton schist (the ore material). This schist has, during a pre-Mesazoic intrusion of ultra basic magmas, had a majority of its original material altered and subsequently replaced by ions of the platinum group. Later, during a Granodioritic intrusion, the schist was injected by heavy loadene gold bearing quartz stringers and veinlets. The sum total of these activities has produced this ore of a tremendous value.

In determining the tonnage available from this property due consideration was given to the limitations of open pit mining presented by the necessity of slope stability and prudent mining methods. The tonnage available is 1.7 million tons of probable ore and 83.3 million tons of possible ore.

The property was sampled and submitted to two independant consultants, United States Platinum, Inc. and to myself, to determine, not the assay value of the material in the ore, but the ounces per ton of commercially extractable metal which could be realized. The average results of the findings were: Gold, 2,204 oz/ton: Platinum, 1,222 oz/ton: Paladium, 4,114 oz/ton: Iridium, 796 oz/ton: and Silver, 1,166 oz/ton. Using these values and a conservative market

page two

value, the value of each ton of ore was determined to be one million, five hundred fifty-two thousand, six hundred forty dollars, (\$1,552,640.00).

It is again emphasized that this tonnage and grade can be reasonably expected to be obtained on a production basis.

Respectfully submitted,

Herbert F. Buchholtz, P.AE

HFB:apf

Herbert F. Buchholtz, P.E. Consulting Mining Engineer P. O. Box 7074
Reno, Nevada 89503

Troy E. Becker, President AERO ENGINEERING, INC. 720 East Glendale Sparks, Nevada 89431

#### Dear Mr. Becker:

Aero Engineering, Inc., having a portion of their pilot plant in successful operation, is in the process of planning for the expansion of their facilities to a permanent site and to the construction of a full scale (twenty-five tons per day) facility. To accomplish this they have procured, through purchase, approximately 4,200 acres located in both California and Nevada. Due to the tax advantage it is felt that the construction of the plant facility, as well as the housing complex for staff personnel should be constructed on the 1,000 acres of the property which is situated in Nevada, leaving the remaining acreage in California for recreation, possible ranching or possible expansion. In addition to the purchased acreage, there have been twenty lode mining claims staked. claims not only make available some twenty high grade veins, but also serve to connect some of the previously disconnected portions of the property.

To be specific, the portions of the property which are of priciple interest at this time consist of sections 30, 31, 32 in T 21 NR 18 E and sections 5, 6, 7, 8 T 20 NR 18 E in Sierra County, California and in Washoe County, Nevada. The proposed plant will be located in sections 31 and 32. The housing and community area will be located in sections 5, 6 and 8. The mining area will be located in sections 30, 31 and 6.

Listed below is a brief description of these veins.

Vein No.	Width	Length
14	12	2,438
15	15'	2,626'
16	60'	3,469
18	10'	3,923'
Bl	17'	6,589'(?)
B2	18'	. 5,565'
В3	18'	4,6751.
B4	14'	2,798'
В5	8'	2,760

These veins have the general appearance of replacement veins of alloys of the platinum group and gold, silver and iron. From past experience of these replacement alloy type veins, the precious metal content should be well in excess of 7,000 ounces per ton. This is born out by the high specific gravity of float material and outcrop from the veins. Much of the veins appear to be especially high in iridium content, and one vein, not here mentioned, appears to be predominately silver.

It is envisioned that the veins will be mined by underground means. Two shafts are proposed, one in section 6 and one in section 30. These shafts will be approximately 300 feet deep. From the shafts there will be cross cuts driven to cut the veins. Then drifting and normal stoping will be done along the veins. It will be important to be able to mine each vein as to allow blending of the ore for optimum quality control.

The ore from each shaft will be transported to the mill site where it will be milled utilizing a six ton per hour cully mill for grinding the ore. From there it will be concentrated by Wilfrey type tables.

There is adequate water in the area to support the type of precious metal reduction facility invisioned. In addition to the normal ground water in the area there is a water course, following a fault line, which has a more than ample supply for the plant facility and the housing area.

The source of ore for the refinery will initially be from the Cle Elum, Washington area where the Company's Leubec mining claims are located. A rail transportation rate has been established of \$24.20 per ton from Cle Elum to the Western Pacific Railroad siding at the plant site, to be built on the eastern side of the existing railroad in section 32. This ore, as my previous report of 29 August 1974 states, assays as follows:

Gold----2,204 oz/ton

Platinum----1,220

Palladium----4,114

Iridium-----796 "

Based upon current conservative values this gives this ore an approximate value per ton of \$1,552,640.00. It was also determined that there existed in that deposit a tonnage of probable ore, 1,700,00 tons and possible ore, 83,300,000 tons.

However in the very near future, to coincide with the completion of the proposed new refinery, the veins discovered on the property, in sections 6 and 30, will be developed and will be mined to supply the plant, thus eliminating or partially eliminating the freight cost of transporting the ore from Cle Elum, Washington.

A brief reconnaissance survey of the existing veins in sections 6 and 30 indicates that there are a minimum of 23 very high grade veins, very likely as high in value as the Cle Elum deposit. Of these veins, nine are of such magnitude so as to justify their exploitation.

From the mill the concentrates will be transported to the refinery site in section 31 where it will be processed chemically. The chemically precipitated salts of the precious metals will then be refined by smelting and electrolytic methods.

Respectfully submitte

Herbert F. Buchho

October 14, 1974 HFB:apf

## BUCHHOLTZ, Herbert Frederick

Consulting Engineer, Geologist, Educator.

Born in New York City, November 11th, 1921, son of Frederick C. and Ida (Loos) Buchholtz.

Student - Colorado School of Mines, 1940-42;

Bachelor of Science in Engineering - University of Kansas, 1950;

Master of Arts in Geology - Claremont Graduate School, 1960.

Married Ursula V. Grosvenor, Aug. 6th, 1946, one daughter,

Mining Engineer Anaconda Co., Tecopa and Darwin, Calif.
1951-53;

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Exploration and development engineer, assistant to Superintendent of Mining - Riverside Cement Co., Oro Grande and Crestmore, Calif., 1953-59;

General Manager Huntley Industrial Minerals Co.,
Bishop, 1959-60;

Exploration and development engineer Americal Cement Co., Los Angeles, 1960-63;

Consultant - Cartel Chemical Corp., Monterey Park, 1962 -;

Consultant - Granite Rock Co., Watsonville, 1963 -;

Associate Professor, Department of Geology - Ricker College, Houlton, Maine, 1964-66;

Assistant Professor, Engineering and Geology New England College, Henniker,
New Hampshire, 1966 - .

## BUCHHOLTZ, Herbert Frederick - continued

Served with A.U.S., World War II, now Major.

C.E. Res. Registered professional engineer, Nevada, Kansas.

Member of -

Society of Mining Engineers,
Canadian Institute of Mining and Metallurgy,
Geological Society of America,
National Society of Professional Engineers,
Scabbard and Blade,
Tau Beta Pi,
Sigma Tau,
Sigma Gamma Epsilon,
Kappa Sigma.

Home - Henniker, New Hampshire.

- extract from: Eastern Who's Who, 1968-1969

BUCHBOLTZ, Berbert Frederick, evis. eigr., gradecist, educator, is N.Y.C. Nov. 11, 1921; S. Frederick C. and Ida (Loos) B.; student Colo Sch. Mines, 1940-42; B.S. in Engring, B. Kan., 2050, B.A. in Grubert, Clareniust Grad. Sch., 1960; in. Braila V. Grossenor, Aug. G. 1916; I. dan., Elizabeth Anne, Mining ougr. Angeonda Co., Tecora and Darsin, Cal., 2801-53, evideration and devel engr., axid to singl. manning Riverside Cement Co., Gro Brayole and Crestmore, Cal., 1953-59; gen may Huntley high Minerals Co., Bishop, 1963-60; end-crestmore, Cal., 1963-59; gen may Huntley high Minerals Co., Bishop, 1963-60; end-crestmore, Cal., 1963-60; general Huntley Minerals Co., Lox Angeles, Bishop, 1963-60; Called Called Co., Lox Angeles, 1963-61; cons. Called Chem. Corp., Monterry Park, 1962---; cons., Grante Rock Co., Watsonside, 1963---, man, pool, skipt., archiec, Ricker Coll. Houtton, Me., 1964-66, axis ped engrine and geology Research and Mineral Sec. Coll., Hennisker, N.H., 1966. — Note May C.E., Res. Repoternt post engr., Nex, K.M. Mem. Not., Huntley, Lucis, Canadian Irst, Mining and Metalistery, Geol. Not. Am., Nat. Soc., Frod. Lucy., Natural and Miner, Leviller, Mining Boston, Research, N.H.

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6F-1201 (R5-68)

AGREEMENT
between
AERO ENGINEERING, INC.
and
WORLD FOODS INTERNATIONAL, INC.

- I. THIS AGREEMENT is entered into by and between AERO ENGINEERING, INC., 740 East Glendale, Sparks, Nevada, hereinafter referred to as "AERO," and WORLD FOODS INTERNATIONAL,
  INC., 3906 Tower Drive, 6C5, Richton Park, Illinois 60471,
  hereinafter referred to as "WORLD FOODS."
- II. AERO warrants that AERO has Two Hundred Thousand (200,000) short tons of Taneum ore in the Leubec Claims in Cle Elum, Washington, and that AERO has the right to extract the ore under an agreement with Leubec, a partnership which owns the claims.
  - III. AERO further warrants that by using AERO's process, 3200

    Troy ounces of gold (based on the standard of .9995 fineness) can be recovered from each ton of Taneum ore. AERO
    limits this warranty to the use of the AERO process and
    makes no warranty that the same amount of gold can be recovered by conventional methods of extraction. AERO further warrants that in the event AERO is unable to recover
    the guaranteed amount of 3200 Troy Ounces per ton of ore on
    a production basis, AERO will provide and process an additional amount of ore concentrates to make up the amount of

the quarantee at no additional cost to WORLD FOODS.

IV. WORLD FOODS agrees to obtain for AERO an International

Letter of Credit to be used by AERO to construct, equip,

maintain and operate an ore reduction facility and re
finery in Washoe County, Nevada.

The Letter of Credit shall be International in scope and shall be available at a bank or banks in Seattle, Washington or Sparks, Nevada or Toronto, Ontario, Canada, in the amount of Five Hundred Thousand (\$500,000) Dollars (Two Hundred Fifty Thousand (\$250,000) Dollars by September 1, 1975; Two Hundred Fifty Thousand (\$250,000) Dollars by October 1, 1975.)

- V. AERO shall execute a corporate promissory note to WUKLD FOODS in the amount of FIVE HUNDRED THOUSAND (\$500,000)

  Dollars at an annual simple interest rate which shall be Eight and one-half (8 1/2%) percent.
- VI. As security for the Letter of Credit, AERO will pledge Two
  Hundred (200) short tons of Taneum ore and will segregate
  the ore and allocate the ore to this obligation.
- VII. As additional consideration for WORLD FOODS obtaining the

  Letter of Credit, AERO hereby grants to WORLD FOODS an option to purchase Two Hundred (200) Tons of Taneum ore at the
  fixed price of Twenty-five Thousand (\$25,000) Dollars per . '

  ton. Said option can be exercised by WORLD FOODS during the
  period of the Letter of Credit by WORLD FOODS either paying
  the tonnage price or by crediting that price against the Letter

of not less thant Ten (10) Tons and not more than Two Hundred (200) Tons.

- VIII. AERO's production will be programmed to allocate a minimum of Ten (10%) percent and a maximum of Twenty-five (25%) percent of their Pilot Plant's capacity at Sparks, Nevada, beginning by September 1, 1975 for the reduction of WORLD FOODS concentrates.
- IX. Completion of the reduction of the Two Hundred (200) Tons will be no longer than Three (3) years from September 1, 1975. This production schedule shall be subject to weather, strikes, acts of God and any and all interruptions not under AERO's control. AERO's fee for said reduction will be Forty-five (45%) percent of the precious metals recovered; Fifty-five (55%) percent to the account of WORLD FOODS.
- Nevada, AERO will process WORLD FOODS ore on a flow schedule to be agreed upon by the parties. It is contemplated that WORLD FOODS will be allocated a pro-rata production flow with other persons who have purchased ore and executed reduction contracts. The major plant facility will be in operation no later than January 1, 1978.
- XI. AERO agrees that upon completion of its Fifty (50) Ton per day facility in Nevada, it will license WORLD FOODS

(under separate document) to partially process blended ore concentrates using AERO's procedures at a flow rate of up to Five (5) Tons per day, depending on total quantity of ore purchased under this contract by November 1, 1976 (200 Tons equal Five (5) Tons per day). This licensure is dependent upon the finalizing of the engineering, equipment selection, personnel training, etc., relative to WORLD FOODS' facility, or WORLD FOODS' pro rata license of a plant of smaller size than Fifty (50) Tons.

This licensure for use by WORLD FOODS and/or their assigns will be dependent upon the signatures of all persons connected with WORLD FOODS' licensed operations to the same non-disclosure and non-use agreement as required by AERO

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AERO recognizes that WORLD FOODS will make a substantial investment in the licensed extraction plant. Therefore,

AERO will agree to sell to WORLD FOODS the above-mentioned blended ore concentrates at the most favorable customer price in effect at the time of each sale up to Five (5)

Tons per day. The option to purchase the additional tonnage will be kept in effect by the annual purchase and processing at a rate equal to a minimum of Fifty (50%) percent of WORLD FOODS' plant capacity, designed for the processing of AERO's ore concentrates. Thus, the term

of all persons connected with their own operations.

- 4 -

from the date of the completion of WORLD FOODS' extraction facility and will be renewable if mutually agreed upon by the parties hereto. The most favorable customer price shall be defined as the current price of Twenty-five Thousand (\$25,000) Dollars per ton based on the price of Gold per oz. up to Two Hundred Fifty (\$250.00) Dollars per oz. As the value of Gold increases beyond this point, the Twenty-five Thousand (\$25,000) Dollars per ton will be escalated in the same ratio as the price of Gold above the Two Hundred Fifty (\$250.00) Dollars per oz. figure.

The WORLD FOODS' facility will be so integrated with AERO's facility that WORLD FOODS responsibility will be for the investment for purchases and installation of depreciable assets of machinery and equipment to be installed in licensed portions of AERO's chemical smelting and refining plant facilities. The production operation of WORLD FOODS' extraction facility will be wholly operated by AERO's personnel in production and management.

WORLD FOODS agrees that they will furnish the investment capital to AERO for purchase of equipment and installation promptly upon notification by AERO but in no case before

Twenty-five (25%) percent of the purchased tonnage of ore concentrates under this contract have been processed by AERO.

XIII. This agreement shall be binding and inure to the benefit of the respective parties hereto, their heirs and successors, but may only be assigned to a corporation formed for this purpose, with as the

without the written consent of AERO.

- XIV. Repayment of the moneys advanced under the letter of credit shall be made out of the fees charged by AERO for the processing of the ore purchased by WORLD FOODS under WORLD FOODS' option. AERO agrees to process the ore purchased by WORLD FOODS for a fee of Forty-five (45%) percent of the precious metals recovered from the ore. This Line of Credit shall be paid by the crediting of the Twentyfive Thousand (\$25,000) Dollars per ton to the outstanding balance of the moneys advanced.
- XV. WORLD FOODS agrees that they will not pledge the reduction contract or AERO's material as security for any loan to any third party without the express written consent of AERO.

Any abrogation of this condition will result in immediate

cancellation of this entire contract, and all moneys owing on the loan will be retired by reduction by AERO of sufficient ore for this purpose, but all other concessions agreed to by AERO will no longer be in force or effect.

- XVI. WORLD FOODS has the right to check and examine all projected costs as submitted by AERO for the facility licensee to insure that costs are fair and equitable (considering cost increases, etc.) to all parties concerned.
- XVII. Time is of the utmost importance to all parties concerned herewith. Therefore, should WORLD FOODS fail to complete the above-mentioned agreed upon arrangements in order to meet AERO's conditions as above stated by September 1, 1975, all of this agreement shall be rendered null and void.

Thereafter, the parties hereto shall hold each other harmless as to the terms and conditions of this agreement.

XVIII. The parties hereto agree and expressly stipulate that this contract supersedes all other contracts, agreements, and understandings, oral or written, express or implied, and that the contractual relationships among the parties as they exist as of the date of this agreement are correctly and accurately set out herein, and that all previous contracts, agreements, understandings, warranties, guarantees

and undertakings, are hereby rescinded, cancelled and declared null and void.

DATED: 1/26/75

WORLD FOODS I	NTERNATIONAL,	INC.	AERO ENGINEERIN	NG, INC.	1
			TROY E BECKER	PRESIDENT	b6 b70
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