

M3 Mining Corporation –subsidiary of Texas Wyoming Drilling Incorporated 9360 West Flamingo Rd Suite #110 Las Vegas, Nevada, 89147 702-889-1811 Toll Free 866-740-2310

Texas Wyoming Drilling Corporation Trading symbol (TWDL.PK)

Agency Agreement

This Agreement is entered into this <u>25th</u> day of January, 2011, by and between Kinara, an advertising and branding company located in Salt Lake City, Utah, and Texas Wyoming Drilling, Inc. a company located in Las Vegas, Nevada, that is primarily involved in mining of various element including gold, silver and platinum, as well as in the business of selling and bottling of undergraund spring water located on the same properties where they conduct its mining operations, as follows:

- Service to be provided: Kinaro shall be responsible to consult with, conduct and build branding to promote all of the products produced by Texas Wyoming Drilling, Inc.; to include its mining aperations, to promote all water products that will be sold through distributors or divisions incorporated within their distribution, and promoting the company stock that is currently traded under Pink Sheets with the symbol TWDL. Texas Wyoming Drilling, Inc. is in the process of registering its stock to be traded on the (OTC:QB), and the services shall continue once this stock of the corporation is thus trading.
- Duration of Contract: This Agreement shall commence on the date first above written and continue for a period of one year, after which the parties may agree to continue this agreement for a period and upon terms and conditions to be agreed upon.
- 3. Fees: Kinara shall receive from Texas Wyoming Drilling, Inc., as fees for the services it will render during this initial first year period, a total sum of 1,000,000 shares of the common stock of Texas Wyoming Drilling, Inc., which stock will be Restricted shares in accordance with Rule 144 of the Securities and Exchange Act of 1933, as amended. All Shares will be issued under the Agency's holding company, Aranik, LLC.
- 4. Obligations of Texas Wyoming, Inc.: During the term of this agreement and any extensions thereafter, the Officers and Directors of Texas Wyoming Drilling, Inc. shall cooperate and supply to Kinara all such information as may be required by Kinara to perform the duties required to be supplied by Kinara under this agreement, making sure that the information supplied shall be true and correct and in conformity with the Rules and Regulations of the Securities and Exchange Commission.
- Extensions of this Agreement: Extensions of this Agreement shall be conducted between the parties no later than 30 days prior to the expiration of this first agreement.

Executed on the day first above written at the place set forth in this agreement.

KINARA, Inc.

TEXAS WYOMING DRILLING, INC.

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Agreement of Purchase

This agreement is entered into this 13th day of August, 2010, by and between Texas Wyoming Drilling, Inc., a Delaware corporation, and Legacy Rock, Inc., a Nevada corporation, as follows:

- Legacy Rock is in the business of operating various mining operations in the State of Nevada.
- Texas Wyoming Drilling, Inc., (TWDL) is likewise in the business of operating several mining operations in the State of Nevada.
- Legacy Rock and TWDL are interested and desirous of uniting their operations in order to consolidate its operations and cut operating costs.

NOW THEREFORE, the parties agree as follows:

THE TRANSACTION:

- TWDL shall acquire all of the issued and outstanding stock of Legacy Rock and Legacy Rock shall operate as a subsidiary of TWDL.
- In exchange for the acquisition of all of the issued and outstanding stock of Legacy Rock, TWDL shall issue to the shareholder of Legacy Rock a total of 5,000,000 shares of the authorized but unissued stock of TWDL. The 5,000,000 shares shall be issued to Scott Whipple, the current shareholder of Legacy Rock.
- The effective date of this transaction shall be April 1, 2010, and the operations of the two companies shall be combined as of that date.
- 4. As part and parcel of this agreement, the operations of Legacy Rock shall be maintained in the same manner as it is currently being operated. The officers and directors of Legacy Rock now currently the officers and directors shall remain the same.
- As part and parcel of this transaction, Susan Whipple, President of Legacy Rock, shall be appointed a Director of TWDL, effective the date of the execution of this agreement.

THE OPERATION OF COMBINED COMPANIES:

- Effective as of April 1, 2010, Legacy Rock shall report its sales and expenses to TWDL in such manner as to allow the operations of Legacy Rock to be combined with the operations of TWDL.
- Effective thereafter, the operations of both companies shall be combined and the Legacy Rock shall continue to report income and expenses of the operations of Legacy Rock to the accountant of TWDL.
- If for any reason, Legacy Rock is unsatisfied with the operations of the combined, it may, within 18 months from the execution of this agreement terminate this agreement and all stock of Legacy Rock transferred to TWDL shall be returned to TWDL, and this agreement shall be reversed as if the transaction had never occurred.

Addendum to Agreement(s) dated 10/24/2008 & 2/2/2009 respectively, by and between M3 Mining Corp and Rocco/Pierce Group

This Addendum dated March 31, 2009 hereby adjusts, amends and supersedes the referenced agreements [attached as Exhibits] between M3 Mining Corp, a Nevada Corporation (hereafter referred to as M3) and Rocco Refining and Mining together with Pierce Mining, both of Nevada, its owners, agents or operators (hereafter referred to as RRM/PM), consisting of any or all of the following individuals on behalf of RRM/PM: David Pierce, John M. Rocco, Steve Rocco

WHEREAS: RRM/PM represents it controls and/or owns claims, more specifically known as the yellow jacker placer mining sites, and has full authority to sell, assign or transfer said claim ownership mineral rights to M3 for extraction purposes.

WHEREAS: The parties so mentioned unanimously agree and understand that through the efforts of both the original agreements and the terms, although entered into in good faith, are not conducive nor realistic to achieve the goals and objectives previously agreed to. In fact, the magnitude and complexity inherent in this project (mining program) is such that both parties freely and without coercion, recognize the importance on NOT putting time restraints of compliance on M3 other than is listed in the terms below. Thus the following terms in this Addendum are as follows:

M3 agrees to purchase from RRM/PM full mineral rights represented by RRM/PM as available for sale and approved to be mined, four (4) 160 acre yellow jacket placer sites [#105; 108; 109; and 110] for \$250,000 plus 10% of the gross profits generated from the mining efforts. To date, M3 has paid \$50,000 towards the purchase price of one of the 160 acre sites with future payments in the amount of \$25,000 per month payable on or about the 10th of each month. Should M3 fail to make payment in a timely manner, upon receipt of written notice of default from RRM/PM, M3 shall have 60 days to bring the payments back into current status. Thus, with the first of 38 monthly payments of \$25,000 due in April of 2009, M3 agrees to pay a total of \$1,000,000 for the (4) 160 acre yellow jacket placer sites so mentioned above. Upon successfully implementing a mining program for extracting all mineral rights, and gross profit revenues from the sale of precious metals exceed \$100,000 per month, M3 will be required to pay and additional \$25,000 in each of those months as a means of paying off remaining principal still owing in a more expedient manner.

 Regarding the Ten Percent (10%) of the gross profits, they shall be paid within 30 days of M3's receipt of related sales. This payment is due and payable as long as mining operations

exist on the above referenced sites.

In addition to the items and terms mentioned in number 1 & 2 above, RRM/PM agree to granting M3 the Right of First Refusal on another 13 yellow jacket placer sites. The purchase price for these 13 sites is the same as the first four; \$250,000 each plus 10% of the gross profits generated by M3's mining operations related to these sites. This equates to a total base price of \$3,250,000 [13x250,000=3,250,000]. Monthly Payments of \$25,000 for these is deferred until the principal is paid in full on the first four, thereby triggering payment to commence on these. As is termed above on payments increasing to \$50,000 in the event of monthly income exceeding \$100,000 - this effort to payoff principal due RRM/PM more rapidly applies with the 13 First Right of Refusal sites so referenced.

4. Furthermore, upon M3 reaching a threshold of \$250,000 of payments to RRM/PM, and each time thereafter, RRM/PM agrees to transfer legal ownership of mineral rights for one of the yellow jacket placer sites to M3 and continue to do so until all 17 are transferred.

STOCK PURCHASE AGREEMENT

This Agreement is made this 15th day of August, 2009, by and between Richard Kugelmann who is the sole stockholder of Nevada Strategic Metals, Inc. "Seller") and Texas Wyoming Drilling, Inc., a Delaware corporation; and,

Whereas Richard Kugelmann, the "Seller" is the owner of 1,000,000 shares of

the issued and outstanding stock of Nevada Strategic Metals, Inc. Whereas Seller is desirous and willing to sell all of the issued and outstanding stock of Nevada Strategic Metals Inc. in exchange for 1,000,000 shares of Texas Wyoming Drilling, Inc.

NOW THEREFORE, in consideration of the foregoing and the following mutual covenants

Article I

- 1. Shares to be issued to Richard Kugelmann: Texas Wyoming Drilling, Inc. shall transfer to Seller the total amount of 1,000,000 shares of the capital stock of Texas Wyoming Drilling, Inc., (hereinafter sometimes referred to as TWDL) .
- 2. In exchange Seller shall cause to be transferred to TWDL a total of 1,000,000 common shares of Nevada Strategic Metals, Inc.
- 3. Nevada Strategic Metals, Inc. will act as a wholly owned subsidiary of TWDL.

Article II

Representations and Warranties

Transfer of Title. Seller has absolute right to, and shall, transfer all right, title and interest in and to the Shares to the Purchaser free and clear of all liens, security interests, pledges, encumbrances, charges, restrictions, demands and claims, of any kind or nature whatsoever, whether direct or indirect or contingent.

- Due Execution. This Agreement has been duly executed and delivered by the Seller.
- Valid Agreement. This Agreement constitutes, and upon execution and delivery thereof by the Seller, will constitute, a valid and binding agreement of the Seller enforceable against the Seller in accordance with its terms.

Seller's Title to Shares; No Liens or Preemptive Rights; Valid Issuance. Seller has and at the Closing will have good and valid title and control of the Shares; there will be no existing impediment or encumbrance to the sale and transfer of such Shares to the Purchaser, and on delivery to the Purchaser of the Shares, good and valid title to all the Shares will pass to Purchaser and all of the Shares will be free and clear of all taxes, liens, security interests, pledges, rights of first refusal or other preference rights, encumbrances, charges, restrictions (other than resale restrictions under federal and state securities laws), demands, claims or assessments of any kind or any nature whatsoever whether direct, indirect or contingent and shall not be subject to preemptive rights, tag-along rights, or similar rights of any of the stockholders of the Company. The Shares have been legally and validly issued in compliance with all applicable U.S. federal and state securities laws, and are fully paid and non-assessable shares of the Company's Common Stock; and the Shares have all been issued under duly authorized resolutions of the Board of Directors of the Company. At the Closing, pursuant to Section 1.3. Seller shall deliver to the Purchaser Certificates representing the 1,000,000 Shares free and clear of all liens, security interests, pledges, encumbrances, charges, restrictions, demands or claims in any other party whatsoever with appropriate stock powers with medallion guarantees.

No Governmental Action Required. The execution and delivery by the Seller of this Agreement does not and will not, and the consummation of the transactions contemplated hereby will not, require any action by or in respect of, or filing with, any governmental body, agency or governmental official, other than disclosure reports required by the laws and rules of the SEC.

Compliance with Applicable Law and Corporate Documents. The execution and delivery by the Seller and the Company of this Agreement does not and will not, and the sale by the Seller of the Shares and the consummation of the other transactions contemplated by this Agreement does not and will not contravene or constitute a default under or violation of (i) any provision of applicable law or regulation, (ii) the articles of incorporation or by-laws of the Company or (iii) any agreement, judgment, injunction, order, decree or other instrument binding upon the Seller or any of his or the Company's assets, or result in the creation or imposition of any lien on any asset of the Seller.

Not a Voting Trust: No Proxies. None of the Shares is or will be subject to any voting trust or agreement. No person holds or has the right to receive any proxy or similar instrument with respect to the Shares. Neither the Seller nor the Company is a party to any agreement which offers or grants to any person the right to purchase or acquire any of the Shares. There is no applicable local, state or federal law, rule, regulation, or decree which would, as a result of the sale contemplated by this Agreement, impair, restrict or delay any voting rights with respect to the Shares.

<u>Survival of Representations</u>. The representations and warranties herein by the Seller will be true and correct in all material respects on and as of the Closing Date with the same force and effect as though said representations and warranties had been

made on and as of the Closing Date and will survive the Closing Date as provided in Section 7.1(c).

- (a) Organization, Standing and Corporate Power. Nevada Strategic Metals, Inc., is duly organized, validly existing Nevada corporation and in good standing under the laws of the state of Nevada and has the requisite corporate power and authority to carry on its business as now being conducted.
- (b) Capital Structure. The authorized capital stock of the Nevada Strategic Metals, Inc. consists of 100,000,000 shares of Nevada Strategic Metals, Inc. Common Stock at par value \$.001 per share. There are 1,000,000 shares of Common Stock outstanding. There are no shares of capital stock or other equity securities of the NEVADA STRATEGIC METALS, INC. that are issued, reserved for issuance or outstanding. All outstanding shares of capital stock of the NEVADA STRATEGIC METALS, INC. are duly authorized, validly issued, fully paid and no assessable and not subject to preemptive rights. There are no outstanding bonds, debentures, notes or other indebtedness or other securities of the NEVADA STRATEGIC METALS, INC. having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of the NEVADA STRATEGIC METALS, INC. There are no agreements or arrangements pursuant to which the NEVADA STRATEGIC METALS, INC.is or could be required to register shares of NEVADA STRATEGIC METALS, INC.

(c) Non-contravention; Consents

Neither the execution and delivery of this Agreement by the NEVADA STRATEGIC METALS, INC. or the SELLER, nor the consummation of the transactions contemplated hereby will: (i) violate or conflict with any provision of the authorizing documents of the NEVADA STRATEGIC METALS, INC. or SELLER; (ii) violate, accelerate or result in, a restriction, lien, charge, pledge, security interest or other encumbrance on the NEVADA STRATEGIC METALS, INC. (iii) conflict with or violate any governmental regulation, statute, judgment or proceeding of any kind. No consent of any kind is required by either the NEVADA STRATEGIC METALS, INC. or SELLER to consummate these transactions, including but not limited to any third party, any governmental agency or regulatory body, wherever located, except as set forth in Section 1 herein.

(e) Absence of Certain Changes or Events. Since August 11, 2009, NEVADA STRATEGIC METALS, INC. has conducted its business only in the ordinary course consistent with past practice, and there is not and has not been: (i) any material adverse change with respect to the NEVADA STRATEGIC METALS, INC.; (ii) any condition, event or occurrence which individually or in the aggregate could reasonably be expected to have a material adverse effect or give rise to a material adverse change with respect to NEVADA STRATEGIC METALS, INC.; (iii) any event which, if it had taken place following the execution of this Agreement, would not have been permitted by any provision of this Agreement without BUYER's prior consent; or (iv) any condition, event or occurrence which could reasonably be expected to prevent, hinder or materially delay the ability of the NEVADA STRATEGIC METALS, INC. to consummate the transactions contemplated by this Agreement.

(f) Tax Returns and Tax Payments. The NEVADA STRATEGIC METALS, INC. or its predecessor in interest has timely filed all Tax Returns required to be filed by it, has paid all or has made a determination with its accountant that no Tax Return filings or Tax payments are required. No material claim for unpaid Taxes has been made or become a lien against the property of the NEVADA STRATEGIC METALS, INC. or is being asserted against the NEVADA STRATEGIC METALS, INC., no audit of any Tax Return of the NEVADA STRATEGIC METALS, INC. is being conducted by a tax authority, and no extension of the statute of limitations on the assessment of any Taxes has been granted by the NEVADA STRATEGIC METALS, INC. and is currently in effect. As used herein, "taxes" shall mean all taxes of any kind, including, without limitation, those on or measured by or referred to as income, gross receipts, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium value added, property or windfall profits taxes, customs, duties or similar fees,, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any governmental authority, domestic or foreign. As used herein, "Tax Return" shall mean any return, report or statement required to be filed with any governmental authority with respect to Taxes.

(g) Absence of Undisclosed Liabilities

Absence of Undisclosed Liabilities. The NEVADA STRATEGIC METALS, INC. does not have any indebtedness, loss or liability of any nature whatsoever (other than those incurred in the ordinary course of business), whether accrued, absolute, contingent.

Article III

Closing

 <u>Date of Closing</u>: Closing of this transaction shall take place as soon as possible after the Execution of this Agreement, but no later than Shall be 15, 2009 (the "Closing."). instrument signed by the party or parties against whom enforcement of the

change, waiver, termination or discharge is sought.

9. Counterparts: This agreement Shall be be executed in two or more partially or fully executed counterparts, each of which shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same instrument, provided that Purchaser shall have no obligation hereunder until all Shareholders have become signatories hereto.

SIGNATURE PAGE

SELLER:

Dated: August 15, 2009 Richard Kugelmann

BUYER:

Texas Wyoming Drilling, Inc.

Alfred V. Navarro

Dated: August 15, 2009

Joint Venture Agreement

This Joint Venture Agreement is entered into this __12th____ day of May, 2010, by and between Texas Wyoming Drilling Inc., on the one hand (hereafter referred to as TWDL) and NWWW, Inc., a Nevada corporation, on the other hand (hereafter referred to as NWWW.

Recitals:

Whereas, TWDL is a Delaware corporation, primarily in the mining business at various places in the State of Nevada, as well as entering into Joint venture agreements for various other minerals including Calcium Carbonate in which it already has entered into a separate joint venture with NWWW; and,

Whereas, this Joint Venture Agreement is being set forth in this instrument to memorialize the various verbal agreement that have been discussed and agreed upon over a period of approximately one year to cover the venture commonly referred to as the Blue Jacket Venture that includes the water rights s located in Nelson, NV and owned by NWWW; and,

Whereas, NWWW has, in consideration for entering into this Joint Venture Agreement has been compensated with 3,000,000 shares of the issued and outstanding stock of TWDL, which shares have already been delivered to NWWW; and,

Whereas TWDL shall be responsible to develop these properties, to advance monies as and when required and to develop this property, with the understanding that the profits from this Joint Venture will be divided into equal shares between TWDL and NWWW, after TWDL has recovered any funds that it has advanced on behalf of the Joint Venture.

Now, therefore, the parties agree, as follows:

- TWDL and NWWW hereby agree to enter into a Joint Venture agreement whereas NWWW
 will contribute the asset of the Blue Jacket Mine consisting of the water rights located on this properties
 that currently produce 28,000,000 gallons of mineral waters with the capacity of pumping water at the
 rate of 50 gallons per minute.
- In addition to this Joint Venture TWDL shall be able to utilize equipment and manpower that will be supplied by NWWW.
 - 3. In consideration for the contribution that will be provided by NWWW, TWDL shall deliver to

NWWW a total of 3,000,000 shares of the issued and outstanding stock of TWDL. These shares have already been delivered to NWWW. The shares shall be Registered 144 stock and will contain the following language consistent with the Rules and Regulations of the Securities and Exchange Commission. The certificate(s) shall bear the following language:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TOWARD RESALE AND NAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES LAWS, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL WHICH IS SATISFACTORY TO THE COMPANY, TO THE EFFECT THAT SUCH REGISTRATION ARE NOT REQUIRED.

4. NWWW hereby warrants and represents that the property to which this agreement refers consists of a Patented Mine property and is surrounded by 600,000 Acres of Government BLM property, as well as an underground spring of water producing 28,000,000 gallons of water per year, pumping water at the rate of 50 gallons per minute.

Executed at Las Vegas, Nevada the day first above written.

Texas Wyoming Drilling, Inc.

NWWW, Inc., a corporation

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Its Authorized Representative

its Authorized Representative