

Minutes for a Special Meeting of Board of Directors  
KOKOWEEF, INC  
A Nevada Corporation  
September 15<sup>th</sup>, 2011

A special meeting of the Board of Directors of KOKOWEEF, INC., a Nevada Corporation, was held on Thursday September 15<sup>th</sup>, 2011 at the hours of 6:35 P.M., at the Manor located at 8501 Del Webb Blvd., Las Vegas, Clark County, Nevada 89134, pursuant to notice thereof, which was directed to be placed in the minute book of the Corporation as part of the minutes of this meeting.

This meeting took place with a quorum. Present at the meeting were; Larry Hahn, President/Treasurer, James Serrill, Secretary/Director, Richard Renel, Director, Carolyn Chervenak, Assistant Secretary/Director, and Larry Voss, Director by phone conference.

The meeting was called to order by Larry Hahn.

Kokoweef, Inc.s' legal counsel, David M. Korrey, requested that Kokoweef's Board of Directors review a Plaintiff's Offer to compromise received from the Plaintiffs Attorney, Jennifer L. Taylor, dated September 8<sup>th</sup>, 2011. (A copy of said agreement has been attached to these minutes) Larry Hahn, due to his defendant status in this pending case was asked to step out of the room and recues himself from the Board's discussion concerning this matter.

After the Board reviewed said agreement and a discussion amongst the present Board members, it was decided that this settlement offer was not in the best interest of the Corporation or its Shareholders. The essence of this offer is to effectively **"transfer and give away"** all company assets to 17 individual Plaintiffs, and would result in the ultimate dissolution of Kokoweef, Inc. As such the Board **can not and will not** in good faith accept this offer. It is the Board of Directors fiduciary responsibility to the shareholders not to accept this agreement. Four Board members voted and passed **not** to accept the Plaintiffs' offer to compromise.

Larry Hahn was requested to rejoin the meeting and the Board discussed their decision not to accept the Plaintiffs' offer to Compromise.

The Board of Directors: 5 of 5, voted and passed to send a copy of the Minutes of this Special Meeting to all Shareholders and to allow Pat McGourins' request to add a letter from the KOKOWEEF, INC. Legal Defense Fund.

Pending counsel approval, The Board agreed and voted to send a News Letter to Shareholders via Email or postal service accordingly.

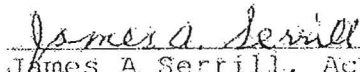
Pursuant to Section 9 of Article III of the By-Laws of Kokoweef Inc., a motion to adjourn was called by Larry Hahn and seconded by James Serrill at 7:15 pm

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Special Board of Directors Meeting

Respectfully submitted



James A. Serrill, Acting Secretary

Approved:



Larry L. Hahn, Chairman

Disclaimer: This document was received with low contrast and retyped to make document more readable. No change was made to text content and the signatures were scanned as images.

# Robertson & Associates, LLP

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September 8, 2011

### **VIA ELECTRONIC MAIL ONLY**

Nelson M. Segel, Esq.  
624 S. 9th Street  
Las Vegas, Nevada 89101

### **MEDIATION PRIVILEGED COMMUNICATION**

Re: Burke, et al. v. Hahn, et al.  
Clark County District Court Case No. A558629  
Our File No.: 5018.01

Dear Mr. Segel:

Pursuant to our discussion on August 30, 2011, following is Plaintiffs' offer to compromise their claims in order to reach a resolution of this matter. Plaintiffs make this offer to compromise to all Defendants. We understand that both Kokoweef and Mr. Clary are currently without counsel, but we hope that you, as counsel for the President of Kokoweef, and as professional colleague of Mr. Clary, will present this offer to all Defendants and bring any questions on behalf of all Defendants to us for further discussion.

This offer to compromise is subject to all mediation privileges contemplated under the Nevada Revised Rules and Statutes, including NRS 48.105, and the cases interpreting those applicable rules and statutes. Accordingly, the contents of Plaintiffs' Offer to Compromise are not admissible as evidence, are not appropriate for inclusion in pleadings or other filings before the Court, and do not constitute any type of admission or waiver of any arguments by Plaintiffs should settlement not be possible.

The Plaintiffs have authorized the resolution of this matter in consideration of the following, as well as mutual release of all claims:

LOS ANGELES

LAS VEGAS

1. The title, or other denomination of ownership, of all unpatented lode and placer claims be transferred to Plaintiffs by whatever means appropriate;
2. The title to 28,000 Shares of Crystal Cave Mining Co. be transferred to Plaintiffs;
3. The title to two (2) Shares of Crystal Cave Development Co. be transferred to Plaintiffs;
4. Reimbursement of attorney's fees and expert fees in the total of \$800,000.00;
5. Defendants stipulate to the release of the \$75,000.00 Bond posted by Plaintiffs and pay Plaintiffs interest on the date of posting to the present;
5. The title to either two (2) Longyear T34 Drill Rigs or 1 Longyear T44 Drill Rig be transferred to Plaintiffs;
6. The title to and possession of all drill steel and drill parts be transferred to Plaintiffs
7. The Lease with Crystal Cave be assigned and transferred to Plaintiffs; and
8. The Plaintiffs be refunded the cost of the price of the purchase of their shares, along with interest from the date of purchase forward.

The deadline for acceptance of this offer is September 13, 2011.

If you have any questions or need clarifications to the above, please let me know.

Sincerely,

ROBERTSON & ASSOCIATES, LLP

*Jennifer L. Taylor*

JENNIFER L. TAYLOR