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WESTERN-WINDFALL, LTD.
CERTIFICATE AND
LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement ("Agreement") is entered into the 10th day of January, 1981, by and between WESTERN GAS, OIL AND MINING, LTD., a corporation organized under the laws of Nevada ("General Partner") and WINDFALL VENTURE, a general partnership composed of W.L. Wilson, William E. Foster, Kenneth E. Johnson, Chan Edmonds and Robert G. Wilson (the "Limited Partner").

The General Partner and the Limited Partner (hereinafter referred to, collectively, as the "Partners") agree as follows:

ARTICLE I

DEFINITIONS

1.1 Partnership: The limited partnership formed pursuant to this Agreement.

1.2 Payout: The point in time at which there shall have been credited to the capital account of the General Partner profits in an amount equal to the aggregate of the following:

(a) All amounts of the purchase price paid by the General Partner to acquire its seventy-five percent (75%) interest in the Windfall Property (defined in Section 1.5 below), inclusive of principal and interest paid therefor and paid for indebtedness specifically assumed under Section 8.3 below as a part of such purchase price;

(b) The aggregate of amounts contributed by the General Partner pursuant to Section 8.2 of this Agreement; and

(c) All amounts paid by the General Partner for additional properties which become a part of the Partnership property of the Partnership pursuant to Section 6.1(b) of this Agreement.

1.3 Prior to Payout: The period of time before Payout and all subsequent times beginning when the General Partner has contributed funds in excess of profits credited to its capital account and lasting until profits credited to the General Partner's capital account equal funds contributed to the Partnership.

1.4 After Payout: All periods of time subsequent to Payout and prior to the occurrence of the General Partner contributing funds in excess of profits credited to its capital account at a subsequent time.

1.5 Windfall Property: The "Windfall Property" consists of the following:

(a) Certain patented and unpatented lode mining claims and millsite claims situated in Eureka County, Nevada as more particularly described in the Special Warranty Deed attached as Exhibit A to the Sale Agreement;

(b) All improvements and appurtenances located upon or used in connection with the above described lode and millsite claims and together with all water and water rights, ditches and ditch rights, pipelines and pipeline easements utilized in connection therewith including application for water rights which are described by the Nevada permit number and source of the water rights as follows:

<u>Permit No.</u>	<u>Description</u>
27621	Murray Springs
28690	Mitchell Springs
29525	Hoosac Springs
29526	Gibellini Springs
29527	Beveridge Spring No. 2;
41965	Secret Canyon Well

and

(c) All machinery, equipment, supplies and personal property as described on the Bill of Sale hereto attached, designated as Exhibit N and incorporated herein.

The above described patented and unpatented lode mining claims, unpatented millsites, water rights and the improvements situated thereon together with the above designated machinery, equipment, supplies, and personal property is hereinafter referred to, collectively, as the "Windfall Property".

An undivided seventy-five percent (75%) interest in the Windfall Property is owned by the General Partner and an undivided twenty-five percent (25%) interest therein is owned by the Limited Partner.

1.6 Sale Agreement. The agreement executed January 10, 1981 between General Partner and Limited Partner, a copy of which is hereto attached, designated as Exhibit AA and incorporated into and made a part of this Agreement.

ARTICLE II

FORMATION

The Parties agree to form a Limited Partnership pursuant to the provisions of the Nevada Uniform Limited Partnership Act, in accordance with the terms and provisions of this Agreement. Upon the request of the General Partner, the parties shall immediately execute all certificates and other documents necessary for the General Partner to accomplish all filing, recording, publishing and other acts necessary or appropriate to comply with all the requirements for the formation of a limited partnership under the laws of the State of Nevada and operation of a limited partnership in all other places where the Partnership elects to do business.

ARTICLE III

NAME AND PRINCIPAL OFFICE

3.1 The name of the Partnership shall be WESTERN-WINDFALL, LTD. Subject to all applicable laws, the business of the Partnership may be conducted under any other name which the General Partner considers appropriate to comply with the laws of other jurisdictions in which the Partnership seeks to do business.

3.2 The principal office of the Partnership shall be 940 Matley Lane, Reno, Nevada. The General Partner may maintain such other offices as it considers necessary or advisable, provided the General Partner designates such other offices, in writing, to the Limited Partner.

ARTICLE IV

PURPOSES

The purposes of the Partnership are to own, operate, explore, mine, develop and exploit the Windfall Property and to conduct thereon a project for the extraction, marketing and sale of metals and minerals therein contained; to conduct all activities and endeavors incident or convenient to such purposes.

ARTICLE V

TERM

The Partnership shall be effective from and after the date of this Agreement and shall continue, unless sooner dissolved or terminated, through December 31, 2011.

ARTICLE VI

POWERS, RESTRICTIONS AND DUTIES OF GENERAL PARTNER

6.1 Management and control of the Partnership business shall rest exclusively with the General Partner, which shall have all the rights and powers which may be possessed by a General Partner pursuant to the Nevada Uniform Limited Partnership Act. The powers of the General Partner specifically include the following:

(a) To spend the funds of the Partnership in the exercise of powers possessed by the General Partner hereunder.

(b) To acquire mineral prospects, claims, mines and other properties situated within the exterior boundaries of the Windfall Property upon such terms and conditions as the General Partner may deem appropriate; provided, however, that the Partnership

shall not purchase, directly or indirectly, any properties or assets from the General Partner without the written consent of all Limited Partners.

(c) To enter into and execute such agreements as are customarily employed in the hard mineral and mining industry in the areas in which the Partnership conducts business under the terms of this Agreement.

(d) To enter into such agreements and contracts with such parties and to give such receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto as the General Partner may deem advisable or appropriate.

(e) To quit claim, surrender, release or abandon any Partnership property with or without consideration therefor.

6.2 Notwithstanding the foregoing powers, the General Partner shall not have the power to (1) sell, hypothecate or otherwise transfer all, or a substantial part of, the properties and assets at any time owned by the Partnership, in a single transaction or series of related transactions; (2) make, execute or deliver any assignment for the benefit of creditors; or (3) do any act prohibited by Section 88.100, Nevada Revised Statutes, without the prior written consent of Limited Partner.

6.3 The General Partner shall conduct and manage the business and affairs of the Partnership in a reasonable and prudent manner and shall, in addition, have the duties provided in the Nevada Uniform Limited Partnership Act. The General Partner shall cause the Partnership to carry public liability and property damage insurance in an amount not less than \$1,000,000.00.

ARTICLE VII

LIMITED LIABILITY

7.1 The Limited Partner shall take no part in the management of the business of the Partnership nor transact any business for the Partnership, nor shall the Limited

Partner have any power to sign for or to bind the Partnership. The liability of the Limited Partner shall be limited as set forth in Sections 88.010 through 88.310 Nevada Revised Statutes.

ARTICLE VIII

CONTRIBUTIONS

8.1 Each of the Partners shall contribute his or its undivided interest in the Windfall Property to the Limited Partnership. The agreed value of the General Partner's undivided seventy-five percent interest in the Windfall Property is \$4,000,000.00 and the value of the Limited Partner's undivided twenty-five percent (25%) therein is \$1,333,333.34.

8.2 In addition to the contribution specified in Section 8.1 above, to the extent required to place the Partnership's operation on a self-sustaining basis, the General Partner agrees to contribute funds required for exploration, development, mining and extraction, including the acquisition of additional machinery, supplies, services, improvements and for working capital of the Partnership in amounts not aggregating more than \$750,000.00. The General Partner may, but shall be under no obligation to contribute funds over and above said \$750,000.00 to the Partnership, from time to time, and in such amounts as the General Partner may determine, in its discretion to be reasonably necessary or advantageous to the operation and exploitation of the Windfall Property.

8.3 The interest of the General Partner in the Windfall Property contributed to the Partnership hereunder is subject to the following items of indebtedness (each of which is more fully identified and defined in the Sale Agreement):

(a) The Idaho Stockholders' Note as secured by the Idaho Stockholders' Mortgage; and

(b) The Western Note as secured by the Western Mortgage.

Pursuant to the Sale Agreement, the General Partner, in its separate and individual capacity, has agreed to pay the above items of indebtedness; each of such items shall remain the separate and individual obligation of the General Partner and shall not be an obligation of the Partnership. General Partner agrees to indemnify and hold the Partnership harmless with respect to said indebtedness.

8.4 Pursuant to the Sale Agreement, the seller, "Windfall" (the Limited Partner herein), has reserved a specified amount of gold and silver contained in the Carbon Precipitator, a share in the gold-silver dore production during the first two months following the closing and a share in the market value of the gold-silver production during the second two months following the closing, all as more fully specified in Section 7 of the Sale Agreement which has been incorporated into this Agreement. The interests in said gold and silver in the Carbon Precipitator, gold and silver dore production and the market value of said production as reserved to Windfall under the Sale Agreement, shall remain the separate and individual property of Windfall, its successors and assigns, and shall not become or constitute property of the Partnership, provided, however, that the interests of the Partnership in the Windfall Property is subject to the burden of said reserved rights and the Partnership shall comply with the obligations of the purchaser, "Western", with respect thereto as specified in the Sale Agreement. No production or proceeds from production realized by Windfall from such reserved interest shall be deemed to be a distribution of income from the Partnership and shall not be charged to the capital account of the Limited Partner.

8.5 As provided in the Sale Agreement, the Windfall Property is subject to the following burdens (each of which is more fully defined and specified in the Sale Agreement):

- (a) The royalty obligation arising from the Idaho Stockholders' Royalty Deeds described in Recital C(1) of the Sale Agreement;

(b) The royalty obligation of the St. James Royalty Deed described in Section C(3) of the Sale Agreement;

(c) Any indebtedness remaining with respect to the items listed as (1) through (3) of Section 6(k) of the Sale Agreement.

Each of the burdens listed as (a) through (c), inclusive, above shall be assumed by and become the obligation of the Partnership. The Partnership agrees to perform the obligations of the Grantor under the royalty deeds described in (a) and (b) above.

8.6 In accordance with the provisions of the Sale Agreement, Windfall is solely responsible for the discharge of any payments which may become due hereafter from the Paroni Further Production Royalty pursuant to the Paroni Option. Any such payments which hereafter become payable by virtue of production from the claims covered by the Paroni Option shall be paid by the Partnership but shall be chargeable solely against the capital account of the Limited Partner.

ARTICLE IX

CAPIAL ACCOUNTS AND ALLOCATION OF PROFITS AND LOSSES

9.1 The initial capital accounts of the General Partner shall be the agreed value of the contribution made pursuant to Section 8.1 and the amount of the contributions made pursuant to Section 8.2 of this Agreement; the initial capital account of the Limited Partner shall be the agreed value of the contributions made by it pursuant to Section 8.1 of this Agreement.

9.2 Prior to Payout, all gains, income, losses and expenses shall be charged or credited, as the case may be, to the capital account of the General Partner.

9.3 After Payout, all income, gains, losses and expenses of the Partnership shall be charged or credited, as the case may be, seventy-five percent (75%) to the capital account of the General Partner and the remaining twenty-five percent (25%) to the Limited Partner.

9.4 To the extent permitted by law, allocation of all deductions (inclusive of depletion and depreciation) and of all credits, for income tax purposes, shall be made between the General Partner and the Limited Partner in the same percentage as income, expenses, gains and losses are allocated to such Partner's capital accounts pursuant to Section 9.2 and 9.3 of this Section 9.

9.5 Limited Partner shall be entitled to receive a copy of each settlement sheet or similar document evidencing sale of all mineral commodities which have been produced and sold by the Partnership.

ARTICLE X

DISTRIBUTIONS

10.1 Subject to maintaining the Partnership in a sound financial and cash position, and establishing such reserve or reserves as the General Partner determines may be reasonably required for the operation of the Partnership business, the Partnership shall distribute, as soon after the close of each fiscal year as reasonably practicable, and more frequently if the General Partner deems it advisable, any profits of the Partnership. The General Partner shall determine the amounts to be distributed and the time or times when distribution of such amounts shall be made, in its sole discretion. Prior to Payout, all distributions shall be made to the General Partner. After payout, distribution shall be made seventy-five percent (75%) to the General Partner and twenty-five percent (25%) to the Limited Partners.

ARTICLE XI

CHARGES BY THE GENERAL PARTNER TO THE PARTNERSHIP

11.1 The General Partner shall be entitled to reimbursement of all reasonable costs and expenses incurred or paid in connection with the business of the Partnership. The General Partner shall not be entitled to any salary or other compensation from the Partnership.

ARTICLE XII

DISSOLUTION

12.1 The Partnership shall be dissolved upon the resignation, withdrawal, dissolution, bankruptcy or insolvency of the General Partner.

12.2 The dissolution of the General Partner as a consequence of a merger, consolidation or corporate reorganization shall not dissolve the Partnership if the entity which supersedes the General Partner assumes the role of General Partner pursuant to all the terms and conditions of this Agreement.

12.3 The Partnership shall also be dissolved for any of the reasons specified in the Nevada Uniform Partnership Act.

ARTICLE XII

WINDING UP AND LIQUIDATION
OF THE PARTNERSHIP

13.1 Upon the dissolution of the Partnership, its assets shall be distributed as provided in this article. Partnership properties may be sold if a reasonable price can be obtained therefor, and the proceeds thereof, as well as all other cash and properties of the Partnership, shall be distributed as follows:

(a) First, all of the Partnership's debts and liabilities to parties other than Partners shall be paid and discharged.

(b) Second, all of the Partnership's debts and liabilities to Partners shall be paid and discharged. Prior to Payout, the unrecovered contributions of the General Partner shall be considered a liability of the Partnership.

(c) Third, the balance, shall be distributed in accordance with the Nevada Uniform Limited Partnership Act.

13.2 All assets distributed in kind shall be valued upon a reasonable basis, and such value shall be taken into account for the purpose of determining payout.

ARTICLE XIV

ASSIGNMENT OF PARTNERSHIP INTERESTS

14.1 The General Partner shall have no power to assign its interest in the Partnership, or any portion of its interest, except in the event of a transfer due to the merger, consolidation or reorganization of the General Partner. An attempted assignment in violation of this article shall be void and constitute a resignation and withdrawal of the General Partner.

14.2 The Limited Partner, may assign all or any part of its interest in the Partnership; any such assignment shall not constitute the assignee a substituted limited partner unless and until the General Partner consents to such substitution; provided, however, that if Windfall Venture should be dissolved and its assets be distributed to its partners, the interest of the Limited Partner may be assigned to such partners and, in which event, such partners shall constitute the Limited Partners of this Partnership and be substituted for and in the place of Windfall Venture.

ARTICLE XV

BANKING

15.1 All funds of the Partnership shall be deposited in a separate bank account or accounts in the name of the Partnership. All withdrawals therefrom shall be made upon checks signed by the General Partner or a person authorized to do so by the General Partner in writing.

ARTICLE XVI

ACCOUNTING

16.1 The Partnership's books and records shall be maintained at the principal office of the Partnership.

Each Partner shall have access thereto at all reasonable times and the right, at the expense of such Partner, to make copies or extracts thereof.

16.2 The books and records of the Partnership shall be kept on the cash receipts and disbursements basis in accordance with generally accepted accounting practices and principles consistent therewith, applied in a consistent manner by the Partnership, and shall reflect all Partnership transactions and be appropriate and adequate for the Partnership's business.

16.3 Within ninety (90) days after the close of each calendar year, a copy of the Partnership Tax Return shall be transmitted to each Partner indicating the share of the Partnership profit or loss for such year for federal income tax purposes.

16.4 The Partnership shall adopt the fiscal year used by the General Partner as its tax year for federal income tax purposes.

16.5 The Partnership shall elect to expense all exploration and development costs to the fullest extent permitted by the Internal Revenue Code.

16.6 All elections required or permitted to be made by the Partnership under the Internal Revenue Code shall be made by the General Partner.

ARTICLE XVII

INDEPENDENT ACTIVITIES

17.1 Some of the individuals comprising the Windfall Venture (the "Windfall Partners") as well as the General Partner, separately own various mining properties, rights and interests therein, some of which are similar in certain respects to the Windfall Property. The General Partner in its individual capacity as well as the Windfall Partners, or some one or more of them, may acquire other mining interests in properties other than the Windfall Property in the future. None of the properties of the General Partner, or the Windfall Partners, other than any of the Windfall Property, whether now owned or hereafter acquired, shall be

partnership property of the Limited Partnership, nor shall the Limited Partnership have any interest in such other properties. The Limited Partnership shall relate solely and exclusively to the Windfall Property and the economic exploitation thereof. Nothing herein contained shall prohibit the Windfall Partners or the General Partner from pursuing other activities in its or their individual capacities free of any claims or interests of the Limited Partnership, whether such activities are of a similar nature to that of the Limited Partnership, deemed to be competitive with the activities of the Limited Partnership, or relate to properties of the same kind outside of the exterior (peripheral) boundaries of the Windfall Property or in the same vicinity thereof. There may be other situations in which the interests of the General Partner and the Limited Partnership may conflict. The General Partner, however, will at all times act in good faith to promote the best interests of the Limited Partnership.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

18.1 Controlling Law: This Agreement, and the application or interpretation thereof, shall be governed by the laws of the State of Nevada. The rights, privileges and obligations of the Partnership and the Partners thereto shall be governed by the Nevada Uniform Limited Partnership Act, provided that if there is a conflict between the provisions thereof and of this Agreement, the provisions of this Agreement shall control, except if the conflict is with respect to a provision which would cause the Partnership to be taxed as an association for federal income tax purposes, the then provisions of the Nevada Limited Partnership Act shall control.

18.2 Amendments: This Agreement may be amended only by a written document which has been approved by Limited Partner.

18.3 Binding Effect: The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, personal representatives and assigns of the Partners.

18.4 Entire Agreement: This Agreement shall constitute the entire contract between the Partners, and there are no other or further agreements outstanding not specifically mentioned herein.

18.5 Notice: All notices and payments required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the Limited Partner, or the executive officer of the General Partner, or if sent by registered or certified mail, postage prepaid, addressed as follows:

If to General Partner:

J. Newell Jackson, President
WESTERN GAS, OIL & MINING, LTD.
940 Matley Lane, Suite 10
Reno, Nevada 89510

With copy to: CENTRAL ENTERPRISES, LTD.
10th Floor Realty Building
71 Des Veoux Road, Central
Hong Kong

If to Limited Partner:

Windfall Venture
P.O. Box 2183
Grand Junction, CO 81502

With copy to: William E. Foster
601 Valley Federal Plaza
Grand Junction, CO 81501

The notice or payment shall be deemed made on the date of mailing if mailed in accordance with the above requirements, or date of personal delivery, if delivered personally. Any Partner may change its address, for purposes of this Paragraph, by giving notice of such change to all the other Partners.

18.6 Waiver of Partition: Each of the Partner irrevocably waive, during the term of the Partnership, any right such Partner may have to maintain an action for partition with respect to any Partnership property.

18.7 If any provision of this Agreement or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

18.8 By execution of this Agreement, a Partner represents and warrants that he is acquiring the Partnership interest for his own account for investment and not with a view to or for sale in connection with any distribution of such interest or any part thereof, nor with any present intention of distributing or selling the interest or any part thereof, and no other person has any beneficial interest in, or right to acquire, said interest or any part thereof.

18.9 This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

IN WITNESS WHEREOF, this instrument is executed as of the 10th day of January, 1981, by the General Partner and by the Limited Partner.

WESTERN GAS, OIL AND MINING, LTD.

By J. Newell Jackson
J. Newell Jackson, President
(GENERAL PARTNER)

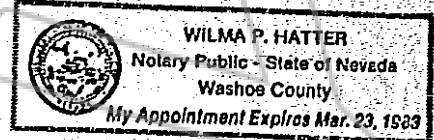
WINDFALL VENTURE

By W.L. Wilson
W.L. Wilson, a General Partner
of Windfall Venture, the Limited
Partner herein

STATE OF NEVADA)
)
COUNTY OF WASHOE) SS.

On March 2, 1981, personally appeared before me, a Notary Public, J. Newell Jackson, a duly qualified and acting officer of WESTERN GAS OIL & MINING, LTD., who acknowledged to me that he executed the above Limited Partnership Agreement.

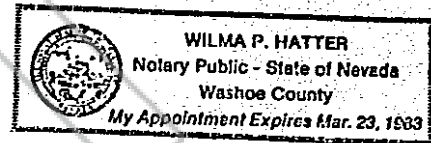
Wilma P. Hatter
NOTARY PUBLIC



STATE OF NEVADA)
)
COUNTY OF WASHOE) SS.

On March 2, 1981, personally appeared before me, a Notary Public, W. W. WILSON, a General Partner of WINDFALL VENTURE, who acknowledged to me that he executed the above Limited Partnership Agreement.

Wilma P. Hatter
NOTARY PUBLIC



SALE AGREEMENT

THIS SALE AGREEMENT (this "Agreement") is made and entered into as of the 10th day of January, 1981 between WINDFALL VENTURE, a general partnership composed of William L. Wilson, William E. Foster, Kenneth E. Johnson, Chan Edmonds and Robert G. Wilson ("Windfall") and WESTERN GAS, OIL AND MINING, LTD., a corporation organized under the laws of Nevada ("Western") with respect to the facts contained in the following recitals:

RECITALS

A. Windfall is the owner of (or is presently purchasing) certain patented and unpatented lode mining claims, millsite claims and water rights in the Eureka District of Eureka County, Nevada as more particularly described in that certain Special Warranty Deed designated as Exhibit A and incorporated herein by this reference, and in that certain Assignment affecting water rights applications designated as Exhibit B and incorporated herein by this reference. The said patented and unpatented lode mining claims and the millsites described in Exhibit A and the water rights described in Exhibit B are hereinafter referred to, collectively, as the "Property".

B. The following unpatented lode mining claims, forming part of the Property, are being purchased by Windfall:

- (1) Two claims, the Nellie and Pearl, are being purchased from Walter A. Paroni and Genevieve M. Paroni under Option Agreement (the "Paroni Option") dated September 11, 1978, recorded in Book 66 of Official Records, Page 406 of the Records of Eureka County, Nevada, as amended by letter agreement dated September 7, 1979, a copy of which is recorded in Book 78 at Page 511 and 512 in the Records of said County. Pursuant to the Paroni Option, the Optionor has reserved a right to receive a further production royalty (the "Paroni Further Production Royalty") in accordance with the terms and conditions of the Paroni Option, as amended;

(2) Two claims, the Doe Run No. 1 and No. 2, are being purchased from John Damele, Roberta Damele and Owen Rice under Agreement (the "Damele Agreement") dated April 21, 1970 as amended by Amendment Agreement dated May 25, 1972, by Second Amendment to Agreement dated May 18, 1973 and by Third Amendment to Agreement, copies of which Agreement and the amendments thereto are recorded in Book 78 at Pages 513 to 527, inclusive, of the Records of Eureka County, Nevada.

(3) Three claims, the New York Nos. 1, 2 and 3, are being purchased from Willis DePaoli and Arlene M. DePaoli pursuant to the Mining Lease with Option to Purchase (the "DePaoli Lease and Option"), a Memorandum of Agreement concerning which is recorded in Book 78 at Pages 471 to 474, inclusive, Official Records of Eureka County, Nevada.

C. The Property is subject to the obligations and burdens under the following:

(1) Royalty Deed dated September 15, 1979, recorded in Book 75 at Pages 86-91, inclusive, Supplemental Royalty Deed dated December 20, 1979, recorded in Book 77 at Pages 362-367, inclusive, and Supplemental Royalty Deed dated October 30, 1980, recorded in Book 79 at Pages 245-249, inclusive, all recorded in the Official Records of Eureka County, Nevada. The above royalty deeds are hereinafter referred to, collectively, as the "Idaho Stockholders' Royalty Deeds".

(2) Mortgage dated January 7, 1980 recorded in Book 78 at Pages 260-266 in the records of Eureka County, Nevada (hereinafter the "Idaho Stockholders' Mortgage") which secures a promissory note dated January 7, 1980 from Windfall, as maker to Idaho Mining Corporation, as payee (subsequently assigned to the stockholders of payee), being in the original principal amount of \$1,000,000.00 (hereinafter the "Idaho Stockholders' Note").

(3) Royalty Deed to St. James Holdings, Ltd., a corporation incorporated under the laws of the British Virgin Islands (hereinafter the "St. James Royalty Deed") recorded in Book 90 at Pages 311-317, inclusive, of the records of Eureka County, Nevada.

D. Windfall is the owner of certain motor vehicles, machinery, equipment, improvements and facilities situated on the Property and utilized in connection with the mining and extracting activities of Windfall upon and with respect to the Property (hereinafter referred to as the "Personal Property"). Windfall is presently engaged in the operation of an open pit mine or mines upon the Property, the heap leaching of ores derived therefrom by cyanide solutions and the recovery of gold and silver from such solutions by means of a carbon precipitation system, (the "Carbon Precipitator" herein).

E. Windfall and Western (the "Parties") have held discussions for the sale and purchase of an undivided seventy-five percent (75%) interest in the Property and the Personal Property. Having reached agreement as a result of such discussions, the Parties wish to execute this Agreement specifying the terms and conditions of such sale and purchase.

AGREEMENT

1. Purchase Price. The purchase price to be paid by Western for an undivided seventy-five percent (75%) interest in the Property and Personal Property shall be Four Million Dollars (\$4,000,000.00), United States funds, payable in the following manner:

(a) One Million Dollars (\$1,000,000.00) to be paid in bank guaranteed funds (certified or cashier's check) at the "Closing", specified below;

(b) An amount equal to the unpaid balance of principal and interest accrued to the date of Closing on the Idaho Stockholders' Note shall be paid by the assumption and agreement of Western to pay all amounts

which may come due under that Note, the principal balance of which at January 2, 1981 was \$900,000.00 with interest paid to December 31, 1980;

(c) The balance of the purchase price shall be represented by the promissory note of Western (the "Western Note") secured by a second real estate mortgage covering the Property (the "Western Mortgage" attached hereto as Exhibit M, *WSW NY*), being subordinate only to the Idaho Stockholders' Mortgage, and by a security interest in the Personal Property. The Western Note shall bear interest at ten percent (10%) per annum and shall be payable, principal and accrued interest, in equal monthly payments amortized over a period of sixty (60) months from and after the date of Closing. Western shall have the privilege of making larger payments upon the promissory note at any time without penalty for prepayment. The Western Note shall be irrevocably guaranteed by Central Enterprises, Ltd.; the said note and guarantee shall be in the form as contained in Exhibit C hereto attached.

2. Allocation of Purchase Price. The Parties agree that the total purchase price specified above, shall be allocated among the Property and Personal Property sold as follows:

<u>Property</u>	<u>Allocated Purchase Price</u>
Developed Ore Property*	\$2,980,000
Undeveloped Portion of Property*	264,978
Improvements) per Wind-	729,809
Machinery and Equipment) falls book value, depreciated to 1/10/81	
Inventory of Supplies	25,213

*The portion of the Property classified as the "Developed Ore Property" and the portion classified as the "Undeveloped Portion of Property" are described on Exhibit "D" hereto attached.

3. Responsibility for Certain Burdens and Obligations. The Property is subject to certain burdens and obligations as specified below; the responsibilities of the Parties with respect thereto shall be as follows:

(a) All remaining payments required, and obligations imposed under the Paroni Option shall be discharged by Windfall. At or prior to the Closing, Windfall shall pay all of the remaining amounts of the purchase price under the Paroni Option with the exception of the Paroni Further Production Royalty which might become payable hereafter. At the Closing, Windfall shall obtain a conveyance of title to the claims subject to the Paroni Option in the form attached as Exhibit E hereto. Any royalty payments required to be made as Paroni Further Production Royalty shall be solely the obligation of Windfall and chargeable exclusively to its retained twenty-five percent (25%) interest in the Property.

(b) All remaining payments required, and obligations imposed under the Damele Agreement and the DePaoli Lease and Option shall be discharged by Windfall at or prior to the Closing and Windfall shall obtain a conveyance of title to the mining claims covered thereby, in the respective forms attached as Exhibit F and G hereto.

(c) All indebtedness incurred in connection with the purchase of the Personal Property by Windfall shall be paid by Windfall at or by the Closing except for the indebtedness incurred in the acquisition of one Joy 1,000 c.f.m. air compressor and one Joy Air Track Drill, which items are subject to a lease-option agreement. Payment for those items shall be in accordance with the provisions of Section 6(j) below.

(d) The Windfall Property is subject to the following burdens:

(1) The terms and provisions of the Idaho Stockholders' Royalty Deeds;

(2) The terms and provisions of the St. James Royalty Deed;

(3) The Idaho Stockholders' Mortgage.

The sale contemplated hereunder and title to the Property covered thereby is specifically subject to the burdens specified in (1) through (3), inclusive, of this Section 3(d) and Western assumes and agrees to perform all obligations under the respective instruments, designated above, creating such burdens, provided, however, that royalty payments required under the Idaho Stockholders' Royalty Deed and the St. James Royalty Deed shall be chargeable in accordance with the respective interests of the Parties in the Property, i.e. seventy-five percent (75%) to the interest of Western and twenty-five percent (25%) to the interest of Windfall.

4. Evidence and Examination of Title.

(a) Windfall has heretofore supplied Western with all title evidence in Windfall's possession concerning its title to the Property without, however, representing or warranting the completeness or adequacy of such title information. Western will make such additional title investigations through record searches or otherwise as it deems necessary or appropriate and will rely upon its own title investigation and not upon any representations made by Windfall with respect thereto.

(b) Western has ordered a title insurance commitment for title insurance with respect to each of the patented mining claims forming a part of the Property (as specified in Exhibit A). Windfall's predecessor in title, Idaho Mining Corporation, previously obtained three separate title insurance policies covering the patented mining claims (excepting the Rambler and Little Rosa) being the following:

(1) Policy No. Nev. EU-20333 from First American Title Insurance Company dated August 5, 1971, a copy of which, designated as Exhibit H, is hereto attached and incorporated herein by this reference.

(2) Policy No. Nev. 68200-EJW from First American Title Insurance Company dated 1969, a copy of which, designated as Exhibit I, is hereto attached and incorporated herein by this reference.

(3) Policy No. 29-005-03-01255 from Chicago Title Insurance Company dated January 7, 1977, a copy of which, designated as Exhibit J, is hereto attached and incorporated herein by this reference.

(c) The title to the patented mining claims described in Subsection (b) of this Section 4 (and excepting the Rambler and Little Rosa patented claims), comprising a part of the Property, shall be accepted by Western provided that the title insurance commitment being obtained by Western, as aforesaid, does not reveal exceptions, reservations, or title defects which vary significantly from those listed in Exhibits H, I and J with respect to the patented claims covered thereby.

(d) The title to the Pearl and Nellie claims (being the two unpatented claims covered by the Paroni Option) shall be accepted by Western unless the title examination being conducted by Western reveals a material defect of a substantive nature affecting the title thereto giving due consideration to the uncertainties inherent in the title to unpatented mining locations.

(e) The title to the Rambler and Little Rosa patented claims and the title to the remainder of the unpatented claims (being all of the mining claims other than the patented claims and the Paroni claims) as described in Subsection (c) and (d) of this Section 4, comprising the Property shall be accepted by Western unless the title examination being conducted by Western reveals a material defect or material defects of a substantive nature affecting a substantial portion of such claims after giving due consideration to the uncertainties inherent in the title to unpatented mining locations and millsites.

(f) Windfall warrants its title to the Property against, but only as against, any persons lawfully claiming the whole or any part thereof by, through or under Windfall, excepting, however:

(1) The first mortgage securing the Idaho Stockholders' Note;

(2) The 5% overriding royalty created by the Idaho Stockholders' Royalty Deeds;

(3) The 10% overriding royalty created by the St. James Royalty Deed;

(4) The obligation with respect to the Air Track and Joy Compressor specified in Section 3 above, all as more particularly specified above.

(g) If Western should fail to accept title to the Property in accordance with the foregoing provisions of this Section 4 and shall notify Windfall thereof prior to the date of Closing, then Western shall have the election to waive the defects upon which such non-acceptance of title was based and proceed with the Closing, or to declare this Agreement terminated in which event this Agreement shall cease to be binding upon either party hereto.

5. Independent Investigation of Merits. Western has conducted its own independent evaluation of the geologic, metallurgical and mineral worth of the Property and the economic aspects of the extraction and leaching of metals from ores derived therefrom, and has relied thereon and Western has not relied upon any representation made, or information supplied to it by Windfall concerning any of such matters.

6. Closing. A Closing of the contemplated transaction will be held not later than March 9, 1981 at the offices of Western at 940 Matley Lane, Reno, Nevada, commencing at 10:00 o'clock A.M. At the closing the following will be accomplished:

(a) The initial \$1,000,000.00 purchase price payment shall be made by Western to Windfall.

(b) Windfall shall execute and deliver to Western a Special Warranty Deed in the form attached as Exhibit A, conveying an undivided seventy-five percent (75%) interest in the Property, subject, however, to the burdens and exceptions as enumerated in such Exhibit A.

(c) Western shall execute and deliver the Western Note, second mortgage, financing statement and security agreement securing the balance of the purchase price.

(d) The Closing shall constitute an agreement and undertaking by Western, without the need for the execution of separate documents, as follows:

(1) The assumption and agreement of Western to pay as due all payments of principal and interest under the Idaho Stockholders' Note;

(2) The performance of all of the obligations of the Mortgagor under the Idaho Stockholders' Mortgage;

(3) The performance of the obligations of the Grantor under the Idaho Stockholders' Royalty Deeds and the St. James Royalty Deed, provided, however, that royalty payments required thereunder shall be chargeable in accordance with the respective interests of the Parties in the Property, i.e. 75% thereof to the interest of Western and 25% thereof to the interest of Windfall; and

(4) To indemnify and save Windfall harmless from any damages, costs and expenses caused by the failure of Western to perform the obligations assumed under this Section 6(d) inclusive of any attorneys fees and costs reasonably expended or incurred in the enforcement of the provisions of such Section 6(d).

(e) Windfall shall execute and deliver to Western a bill of sale/for an undivided seventy-five percent (75%) of the Personal Property as well as endorsed title certificates with respect to all items thereof subject to motor vehicle title registration laws. Possession of the Personal proeprty shall be delivered to the Partnership to be formed under 6(h) below on the date of the Closing.

(f) Western shall deliver to Windfall the Warrant Evidencing Option to Purchase Common Stock of Trafalgar Housing Limited, duly executed on behalf of Central Enterprises, Ltd., in the form attached as Exhibit K hereto.

(g) Each of the Parties shall undertake to execute such further instruments and take such further steps as may be necessary to carry out the full intents and purposes of the transaction, which undertaking shall survive the Closing.

(h) Promptly following the Closing, the Parties shall form a limited partnership (the "Partnership") pursuant to the Uniform Limited Partnership Law as enacted in the State of Nevada. The Partnership shall be in the form, and shall contain, the terms and provisions as specified in the limited partnership agreement designated as Western-Windfall Limited Partnership Agreement hereto attached as Exhibit L. Western and Windfall Venture shall convey and assign their respective interests in the Property and Personal Property to the Partnership by Special Warranty Deed and assignments, as a contribution to the Partnership in accordance with the provisions of such Exhibit L.

(i) All real estate and personal property taxes pertaining to the Property and Personal Property shall be pro-rated between Windfall and the Partnership to January 10, 1981. Net proceeds of mine taxes in connection with operations of the Property shall be prorated between Windfall and the Partnership to January 10, 1981, however, Windfall will remain responsible for payment of Net Proceeds of Mines tax on gold and silver reserved to it under Section 7 herein.

(j) Windfall shall be entitled to all gold-silver dore (or payments therefor) which, as of the close of business on January 10, 1980, (1) had

been shipped to the refinery, (2) any dore in transit; (3) any dore on hand awaiting shipment, and (4) all gold and silver contained in carbon which had been removed from the carbon precipitator.

(k) All costs and expenses of operation for goods and services delivered to the premises (including payroll accrued and the taxes thereon) prior to January 10, 1981 shall be the responsibility of Windfall. All costs and expenses of the operation accruing from and after the beginning of business on January 10, 1981 shall be for the account of the Partnership. Payment for supplies, goods and services which have been delivered to the premises prior to January 10, 1981 shall be made by Windfall. Payment for goods and services received subsequently shall be made by the Partnership. The Partnership will be responsible for the payment of the additional expenditures, which represent purchases made or services rendered prior to the date of Closing as follows:

(1) The purchase of the Joy 1,000 c.f.m. compressor and air track drill, purchase price \$25,000.00;

(2) The purchase and installation of an additional pregnant solution tank (approximate price, \$9,400.00);

(3) All exploration and/or development drilling performed by contractors on the Property after November 24, 1980.

To the extent the items listed above have been paid by Windfall, the Partnership will reimburse Windfall upon Closing, and the Partnership will likewise reimburse Windfall for any payments made for supplies, goods or services delivered to the Property on or after January 10, 1981, including amounts paid as payroll and the payroll taxes thereon for wages and salaries accruing from January 10, 1981. Upon Closing, the Partnership will assume any remaining indebtedness not previously paid by Windfall for the goods or services described in Subparagraphs (1) through (3) of this Section 6(k).

(l) The Partnership shall have the option to require any insurance policies pertaining to the Property to be transferred and assigned to it or to cancel such insurance and obtain new policies providing such insurance coverage. If insurance policies are transferred which are presently held by Windfall, and if there are prepaid premiums thereon, then, at the Closing, the Partnership shall pay Windfall the amount of any such unearned premiums.

(m) Any bonds of Windfall posted and maintained in connection with operations on or with respect to the Property shall be replaced by appropriate bonds of the Partnership, and Windfall's bonds shall be cancelled. Windfall shall be entitled to retain refunds, if any, for unearned premiums from said cancelled bonds. If Windfall has made deposits with respect to utility services or for any other reasons in connection with operations of the Property, such deposits shall be returned to Windfall, and the Partnership shall make all requisite deposits in replacement thereof. Any return premium which may become payable in connection with Industrial Accident Insurance (workmen's compensation insurance) maintained by Windfall shall be payable to Windfall.

7. Reservation of Share of Production During Initial Four Month Term. Windfall hereby reserves, as a retained interest, a share of Production realized from the Property during the initial four months of operations beginning January 10, 1981, which share shall be calculated, determined and paid in accordance with the following provisions:

(a) A determination has been made that as of January 10, 1981, there were 29.16 troy ounces of gold and a like amount (29.16 troy ounces) of silver contained in the Carbon Precipitator. Windfall shall

be entitled to receive, in kind (i.e. in dore bullion), from the first production realized from the operation of the Windfall Property, bullion containing the said 29.16 troy ounces of gold and 29.16 troy ounces of silver.

(b) A determination of estimated amounts of gold and silver, in troy ounces, contained in the Carbon Precipitator shall be made from the records maintained by the chief assayer of Windfall's operations as of two months after January 10, 1981 and as of two additional months thereafter.

(c) In addition to the dore bullion to which Windfall is entitled pursuant to Section 7(a) above, Windfall shall be entitled to receive in kind (in dore bullion) one-half of the gold and silver produced during the first two months following January 10, 1981. The amount of such production shall be calculated by adding to the amount of gold and silver contained in the Carbon Precipitator (calculated as provided in (a) above) at two months after the Closing, the number of troy ounces of gold and silver extracted from the Carbon Precipitator during that two months' period, less, however, of the amounts thereof to which Windfall is entitled pursuant to Section 7(a) above.

(d) The gold and silver produced during the first three months of this Agreement shall be shipped to David H. Fell and Co., Inc. (the "Refiner"), 4195 Pacific Way, Los Angeles, California 90023, who shall be instructed to refine the dore bullion into gold and silver and return to Windfall the amount to which it is entitled pursuant to Sections 7(a) and 7(c) above. The remainder of such production shipped during the first three months shall be either refined and returned to the Partnership or sold for the Partnership's account, at the election of the

Partnership. Windfall will pay to the Refiner any charges for refining Windfall's portion of the dore bullion which it receives pursuant to Sections 7(a) and 7(c).

(e) In addition to Windfall's entitlement under Sections 7(a) and 7(c), Windfall shall receive one-half of the market value (payable as provided below) of the gold and silver produced during the second two months' period following the January 10, 1981. In order to determine the amounts of gold and silver produced during the second two months' period, there shall be subtracted from the amounts (in troy ounces) of gold and silver contained in the carbon precipitator at the end of the said period, the amounts of gold and silver contained in such carbon precipitator at the beginning of that period and added thereto the amounts of gold and silver extracted from the carbon precipitator during such second two months' period. The market value of gold and silver produced during this period shall be calculated on the basis of the average of the daily price for gold and silver quoted by Handy and Harmon as published in the Wall Street Journal which prevailed during such two months' period multiplied by the respective numbers of troy ounces of the gold and silver produced less the costs of refining the gold and silver bullion. The amounts required to be paid Windfall pursuant to this Section 7(e) shall be represented by the promissory note of the Partnership dated as of the end of the second two months' period and bearing interest at the rate of ten percent (10%) per annum. The said note shall be payable in sixty (60) equal monthly installments of principal and interest commencing one month following the end of the second two months' period, and such note shall be in the same form as the Western Note.

8. Notices. Any written notice provided or permitted herein shall be sent by certified mail, return receipt requested, addressed as follows:

If to Windfall:

W.L. Wilson
P.O. Box 2183
Grand Junction, CO 81502

Copy to:

William E. Foster
601 Valley Federal Plaza
Grand Junction, CO 81501

If to Western:

J. Newell Jackson, President
Western Gas, Oil and Mining, Ltd.
940 Matley Lane, Suite 10
Reno, Nevada 89510

Copy to:

Central Enterprises, Ltd.
10th Floor, Realty Building
71 Des Voeux Road, Central
Hong Kong

and any such notice shall be deemed to have been given forty-eight (48) hours after the deposit in the United States mail. Either Party may change the name or address to which notices shall or may be sent by giving notice as herein provided.

9. Miscellaneous

A. Benefit and Inurement. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

B. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

C. Entire Agreement. This instrument embodies the entire agreement between the Parties concerning the subject matter hereof.

D. Amendments. This Agreement may not be altered or amended, and no right hereunder may be waived, except by an instrument in writing signed by the party against whom such amendment or waiver is asserted.

E. Headings. The article, section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement or any portion thereof.

F. Survival. The provisions of this Agreement shall survive the Closing hereunder and shall not merge in the assignments, conveyances and transfers made pursuant to this Agreement.

G. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, United States of America.

EXECUTED as of the day and year first above written.

WINDFALL VENTURE

By W.L. Wilson
W.L. Wilson, General Partner

WESTERN GAS, OIL AND MINING,
LTD.

By Henry Jackson
President

Attest:

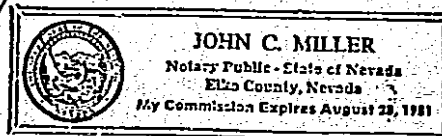
By _____
Secretary

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On the 22nd day of January, 1981, personally appeared before me W.L. Wilson, as General Partner of WINDFALL VENTURE, who, being by me duly sworn states that he executed this instrument on behalf of WINDFALL VENTURE, for the uses and purposes therein mentioned.

My commission expires: _____


John C. Miller
Notary Public

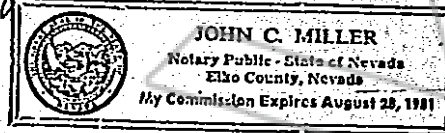


STATE OF NEVADA)
)
COUNTY OF WASHOE) ss.

On the 22nd day of January, 1981, personally appeared before me J. Newell Jackson as President of WESTERN GAS, OIL AND MINING, LTD., who, being by me duly sworn, executed this instrument on behalf of said corporation, and for the uses and purposes therein mentioned.

My commission expires: _____


Notary Public



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and effective this 15th day of January, 1981 between WINDFALL VENTURE, a Nevada general partnership composed of William E. Foster, Kenneth E. Johnson, Robert G. Wilson, Chan Edmonds and William L. Wilson, all of Grand Junction, Colorado (the "Grantor") and WESTERN GAS, OIL AND MINING, LTD., a corporation organized under the laws of the State of Nevada (the "Grantee").

1. For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, an undivided seventy-five percent (75%) of the right, title and interest in and to those certain patented mining claims, unpatented mining claims and millsite claims situated in Eureka County, Nevada, described as follows:

(a) Patented Mining Claims: Those certain patented mining claims the names of which together with the U.S. Mineral Survey Number of which are, respectively, as follows:

<u>Claim Name</u>	<u>U.S. Mineral Survey No.</u>
Jim Crow	3705
Jim Crow Fraction	3705
Southern Cross	3705
Elmer	3705
Elmer Fraction	3705
Windfall	3705
Windfall Fraction	3705
"2G"	3705
May	3705
May Fraction	3705
Windfall Extension Fraction	4537
Rustler No. 1	4537
Rustler No. 2	4537
Rambler	239
Little Rosa	301

(The above claims are referred to herein as the "Patented Claims").

(b) Unpatented Mining Claims: Those certain unpatented lode mining claims, the names of which, together with the book and page of the recording of the certificates of location thereof in the office of

Recorder of said county are, respectively, as follows: (The abbreviation "O.R." used below means "Official Records"; the abbreviation "O.D.M.L." used below means "Outside District Mining Locations"; and the abbreviation "M.L." used below means "Mining Locations.")

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>
F-1	34 O.R.	528
F-2	34 O.R.	508-509
F-3	34 O.R.	529
F-4	34 O.R.	510-511
F-5	34 O.R.	530
F-6	34 O.R.	512-513
F-7	34 O.R.	531
F-8	34 O.R.	514-515
F-9	34 O.R.	532
F-10	34 O.R.	516-517
F-11	34 O.R.	533
F-12	34 O.R.	518-519
F-13	34 O.R.	534
F-14	34 O.R.	520-521
F-15	34 O.R.	535
F-16	34 O.R.	522-523
F-17	34 O.R.	536
F-18	34 O.R.	524-525
F-19	34 O.R.	537
F-20	34 O.R.	526-527
F-21	34 O.R.	491
F-22	34 O.R.	501
F-23	34 O.R.	492
F-24	34 O.R.	502
F-25	34 O.R.	493
F-26	34 O.R.	503
F-27	34 O.R.	494
F-28	34 O.R.	504
F-29	34 O.R.	495
F-30	34 O.R.	496
F-31	34 O.R.	497
F-32	34 O.R.	498
F-33	34 O.R.	499
F-34	34 O.R.	500
F-91	71 O.R.	405
F-92	71 O.R.	406
F-93	71 O.R.	407
F-94	71 O.R.	408
F-95	71 O.R.	409
F-96	71 O.R.	410
F-97	35 O.R.	306
F-98	35 O.R.	307
F-102	35 O.R.	308
F-104	35 O.R.	309
F-106	35 O.R.	310
F-108	35 O.R.	311
F-110	35 O.R.	312
F-112	35 O.R.	313
F-118	35 O.R.	315
F-120	35 O.R.	316
F-122	35 O.R.	317
F-124	35 O.R.	318
F-126	35 O.R.	319
F-128	35 O.R.	320
F-130	34 O.R.	507
F-198	35 O.R.	314
W-3	26 O.R.	105-106
W-1	26 O.R.	101-102

W-2	26 O.R.	103-104
W-4	26 O.R.	107-108
W-5	26 O.R.	109-110
W-7	26 O.R.	111-112
W-8	26 O.R.	113-114
W-11	43 O.R.	077
W-12	26 O.R.	115-116
W-13	26 O.R.	117-118
W-17	26 O.R.	119-120
W-19	43 O.R.	078
W-20	33 O.R.	105
W-21	33 O.R.	106
W-22	33 O.R.	107
W-23	33 O.R.	108
W-24	33 O.R.	109
W-25	33 O.R.	110
W-26	33 O.R.	111
W-27	33 O.R.	112
W-30	43 O.R.	079
W-31	43 O.R.	080
W-32	43 O.R.	081
W-33	43 O.R.	082
W-34	43 O.R.	083
Gold	K-O.D.M.L.	100
Gold No. 1	K-O.D.M.L.	101
Summit	25 O.R.	300
Red Iron	25 O.R.	302
Johnnie	25 O.R.	301
Sadie Nos. 1 to 8	47 O.R.	78-85
H 1 to 7	71 O.R.	398-404
Rambler No. 1	H-O.D.M.L.	328
Rambler No. 2	H-O.D.M.L.	329
Gossan	J-O.D.M.L.	268
Doe Run No. 1	35 O.R.	322
Doe Run No. 2	35 O.R.	323
Pearl	H-M.L.	261
Nellie	H-M.L.	262
New York No. 1	75 O.R.	29
New York No. 2	75 O.R.	30
New York No. 3	75 O.R.	525

	<u>Book</u>	<u>Page</u>	<u>BLM No.</u>
HC 1-24	81 O.R.	223-256	NMC153780-153803
HC Fraction	81 O.R.	257	NMC153804
IM 1-18	81 O.R.	258-275	NMC153805-153822
F 55-90	81 O.R.	276-311	NMC153744-153749
J 1-4	81 O.R.	312-315	NMC153823-153826
J 5-14	81 O.R.	316-325	NMC153827-153836
J 15-16	81 O.R.	326-327	NMC153837-153838
J 17-19	81 O.R.	328-330	NMC153839-153841
J 10-23	81 O.R.	331-334	NMC153842-153845
J 30-31	81 O.R.	335-336	NMC153846-153847
HC 25, 26	88 O.R.	153-154	NMC172742-172743
W 101-104	88 O.R.	149-152	NMC169094-169097
J 24-28	84 O.R.	361-365	NMC160193-160197
J 29 Fraction	84 O.R.	366	NMC160198
J 33-51	84 O.R.	367-385	NMC160199-160217
J 52-54	84 O.R.	386-388	NMC160218-160220
J 71-76	84 O.R.	389-394	NMC160221-160226
J 81-84	84 O.R.	395-398	NMC160277-160230

(The above described claims are referred to herein as the "Unpatented Claims.")

(c) Millsite Claims. Those certain unpatented millsite claims, the names of which together with the book and page of the certificates of location thereof in the Office of the Recorder of said county are, respectively, as follows:

<u>Millsite Name</u>	<u>Book</u>	<u>Page</u>
MS 1 - 5, inclusive	47 O.R.	580-584
MS 6	50 O.R.	004
MS 7, 8	47 O.R.	585, 586
MS 9-12, inclusive	50 O.R.	005-008
MS 13	51 O.R.	572
MS 13A	74 O.R.	485

(The MS 13A Claim was originally located as MS 13 which was a duplication of a claim of the same name owned by Idaho originally recorded in Book 56 at Page 399 and amended on September 27, 1979 and recorded in Book 74 at Page 485.)

MS 14-21	56 O.R.	400-407
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(The above described claims are hereinafter referred to as the "Millsites". The Patented Claims, the Unpatented Claims and the Millsites are hereafter referred to as the "Property".)

2. This conveyance is specifically subject to the burdens, terms and provisions of four royalty deeds, and a mortgage heretofore made, as follows:

(a) Royalty Deed from Idaho Mining Corporation to A.K. Wilson, Jr. and others, dated September 28, 1979 and recorded in Book 75 of Official Records at Page 86 in the office of the Recorder of Eureka County, Nevada;

(b) "Supplemental Royalty Deed" from Idaho Mining Corporation to A.K. Wilson, Jr. and others, dated December 20, 1979 and recorded in Book 77 at Page 362 in the office of the Recorder of Eureka County, Nevada;

(c) "Supplemental Royalty Deed" from Idaho Mining Corporation to JoAnn K. Wilson, executrix and others, dated October 30, 1980 and recorded in Book 89 at Page 245 in the office of the Recorder of said Eureka County;

(d) "Royalty Deed" from Windfall Venture to St. James Holdings, Ltd., dated December 2, 1980, recorded in Book 90 at Page 311-317 in the office of the Recorder of said Eureka County;

(e) Real Estate Mortgage dated January 7, 1980 between Windfall Venture and Idaho Mining Corporation, recorded in Book 78 at Pages 260-266 in the office of the Recorder of said Eureka County, Nevada.

and by the acceptance of this Special Warranty Deed, Grantee agrees to assume responsibility for the obligations of Grantor specified in said royalty deeds and supplemental royalty deeds, to the extent of Grantee's interest, and of the Mortgagor in said Real Estate Mortgage.

3. Grantor warrants its title to the Property conveyed hereby as against, but only as against, any persons claiming the whole or any part of said Property by, through or under Grantor, except for the following:

(a) Obligations arising under the royalty deeds and mortgage specified in the foregoing paragraph hereof;

(b) Any real property taxes for years subsequent to 1980;

(c) The burdens specified in Sections 2(a) through 2(e), inclusive, of this Special Warranty Deed.

The conveyance of the undivided seventy-five percent (75%) interest in the Property under this Special Warranty Deed shall include not only such rights and interests as Grantor may have therein as of the date of this Deed, but also such after-acquired title which Grantor may hereafter acquire, pertaining to the undivided seventy-five percent (75%) interest conveyed herein, except for any title which Grantor may acquire from or through Grantee.

Executed and effective this 12th day of February, 1981.

WINDFALL VENTURE

By W. L. Wilson
W. L. Wilson, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

On the 18th day of February, 1981, personally appeared before me W. L. Wilson as general partner of WINDFALL VENTURE, who, being duly sworn, did acknowledge that he signed this instrument on behalf of Windfall Venture, for the uses and purposes therein mentioned.

My Commission Expires: 11-10-84

Margaret Kelly
Notary Public

RECORDED AT REQUEST OF
John C. Millex
BOOK 92 PAGE 133

81 MAR 11 A10:37

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI - RECORDER
FILE NO. 79122
FEE \$ 44.00