

MEMORANDUM OF MINING AGREEMENT WITH OPTION TO PURCHASE

NOTICE IS HEREBY GIVEN that MAYNARD BISONI and MARY BISONI, husband and wife, and LESTER A. BISONI and GENEVE BISONI, husband and wife, (therein and hereinafter referred to as "Optionor"), and AMERICAN SELCO INCORPORATED, a New York corporation, (therein and hereinafter referred to as "Optionee"), have entered into a Mining Agreement with Option to Purchase ("Agreement") dated the 10th day of January 1981, with respect to the mining claims described in Exhibit A attached hereto and by this reference made a part hereof and which claims are therein and hereinafter referred to as the "Subject Premises".

Under the terms of the Agreement, Optionor has granted and does hereby grant to Optionee, for a period ending at midnight (Pacific Standard Time) on January 10, 1991 the exclusive possession of and right to enter upon the Subject Premises to explore for, develop, mine, remove and sell any or all minerals on or under the Subject Premises and to conduct such operations, including but not limited to, geological, geophysical, geochemical and metallurgical work; surveying; excavating; sampling; assaying; testing; drilling; conducting feasibility studies; developing; constructing and maintaining roads, lands and sites; and conducting and processing operations as Optionee in its sole discretion deems advisable for such purposes. Optionee shall have the right to use such resources of the Subject Premises, including but not limited to timber and water, as Optionee in its sole discretion deems advisable for such purposes.

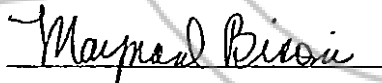
In addition, under the terms of the Agreement, Optionor has granted and hereby grants to Optionee for a period ending at midnight (Pacific Standard Time) on January 10, 1991 the sole,

exclusive and irrevocable option to purchase the Subject Premises, all upon the terms and conditions set forth in the Agreement.

Any assignment of interest under the Agreement and this Memorandum of Agreement shall be made expressly subject to the Agreement and shall require the assignee to assume and agree in writing to perform all the obligations of the assignor under the Agreement as relate to the interest assigned. In case of assignment by mortgage, however, such assumption of obligations shall not be required, but should such mortgage be foreclosed, the purchaser on foreclosure shall take subject to the Agreement. The provisions of the Agreement and this Memorandum of Agreement shall inure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, beneficiaries, successors and assigns. No assignment shall be effective as between the parties until the first day of the next month following the delivery to the non-assigning party of satisfactory evidence of such assignment.

The Agreement is incorporated herein by this reference and made a part hereof. Copies of the Agreement are in the possession of: MAYNARD BISONI and LESTER A. BISONI, P.O. Box 152, Eureka, Nevada 89316 and American Selco Incorporated, 90 West Grove Street, Suite 100, Reno, Nevada 89509.

OPTIONOR



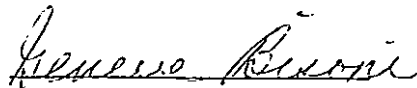
MAYNARD BISONI



MARY BISONI



LESTER A. BISONI



GENEVE BISONI

OPTIONEE

AMERICAN SELCO INCORPORATED

By: A. Taylor

A. P. Taylor, General Manager,
Exploration

Attest: H. M. Lane

H. M. Lane, Assistant Secretary

STATE OF NEVADA)

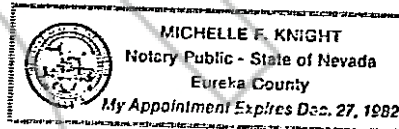
COUNTY OF Eureka) ss.

On this 22nd day of June, 19 81, personally appeared before me, a notary public, MAYNARD BISONI, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

My Commission Expires:

Dec. 27, 1982

Michelle F. Knight
Notary Public



STATE OF NEVADA)

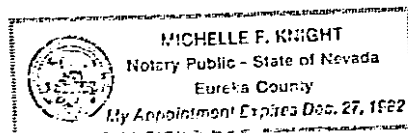
COUNTY OF Eureka) ss.

On this 22nd day of June, 19 81, personally appeared before me, a notary public, MARY BISONI, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

My Commission Expires:

Dec. 27, 1982

Michelle F. Knight
Notary Public



STATE OF NEVADA)
)ss.
COUNTY OF Eureka)

On this 22nd day of June, 1981, personally appeared before me, a notary public, LESTER A. BISONI, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

My Commission Expires:

Dec. 27, 1982

Michelle F. Knight
Notary Public



STATE OF NEVADA)
)ss.
COUNTY OF Eureka)

On this 22nd day of June, 1981, personally appeared before me, a notary public, GENEVE BISONI, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

My Commission Expires:

Dec. 27, 1982

Michelle F. Knight
Notary Public



STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

On this 1st day of July, 1981, personally appeared before me, a notary public, A. P. Taylor, the General Manager, Exploration of AMERICAN SELCO INCORPORATED, a New York corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

My Commission Expires:

5-14-85

Tamara L. Tramble
Notary Public

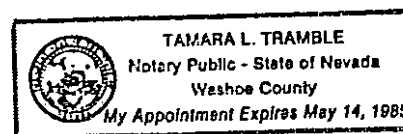


EXHIBIT A

Attached to and made a part of that certain Agreement dated the 10th day of January, 1981, between Maynard Bisoni and Mary Bisoni, and Lester A. Bisoni and Geneve Bisoni as Optionor and American Selco Incorporated, as Optionee, with respect to the following unpatented mining claims situated in unsurveyed Sections 1, 11, 12, 13, and 24, T19N R52E; and surveyed Sections 7, 8 and 19, T19N R53E, Mount Diablo Base and Meridian, Eureka County, Nevada, the location notices of which are of record in the office of the Recorder of Eureka County, Nevada, and are also recorded in the office of the Bureau of Land Management in Reno, Nevada, in the Books and at the Pages and the MC numbers set opposite the names of the respective mining claims as follows:

Name of Claim	Book	Page	BLM MC No.
Ril Number 1	92	182	186994
Ril Number 2	92	183	186995
Ril Number 3	92	184	186996
Ril Number 4	92	185	186997
Ril Number 5	92	186	186998
Ril Number 6	92	187	186999
Ril Number 7	92	188	187000
Ril Number 8	92	189	187001
Ril Number 9	92	190	187002
Ril Number 10	92	191	187003
Ril Number 11	92	192	187004
Ril Number 12	92	193	187005
Ril Number 13	92	194	187006
Ril Number 14	92	195	187007
Ril Number 15	92	196	187008
Ril Number 16	92	197	187009
Ril Number 17	92	198	187010
Ril Number 18	92	199	187011
Ril Number 19	92	200	187012
Ril Number 20	92	201	187013
Ril Number 21	92	202	187014
Ril Number 22	92	203	187015
Ril Number 23	92	204	187016
Ril Number 24	92	205	187017
Ril Number 25	92	206	187018
Ril Number 26	92	207	187019
Ril Number 27	92	208	187020
Ril Number 28	92	209	187021
Ril Number 29	92	210	187022
Ril Number 30	92	211	187023
Ril Number 31	92	212	187024
Ril Number 32	92	213	187025
Ril Number 33	92	214	187026
Ril Number 34	92	215	187027
Ril Number 35	92	216	187028
Ril Number 36	92	217	187029

Ril Number 37	92	218	187030
Ril Number 38	92	219	187031
Ril Number 39	92	220	187032
Ril Number 40	92	221	187033
Ril Number 41	92	222	187034
Ril Number 42	92	223	187035
Ril Number 43	92	224	187036
Ril Number 44	92	225	187037
Ril Number 45	92	226	187038
Ril Number 46	92	227	187039
Ril Number 47	92	228	187040

RECORDED AT REQUEST OF
American Safe, Inc.
 BOOK 97 PAGE 54

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OFFICIAL RECORDS
 EUREKA COUNTY, NEVADA
 WILLIS A. DETMOLD, RECORDER
 FILE NO. 81485
 FEE \$ 9.00