

115264

ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT ("this Assignment") is made and entered into effective as of 12:01 a.m., November 1, 1987 (the "Effective Date"), by and between Precambrian Exploration, Inc., a Nevada corporation ("PEX"), whose address for purposes of notice under this Assignment is to the attention of Mr. George W. Holbrook, Jr., President, P.O. Box 352, 450 Post Road East, Westport, Connecticut 06881; and Tonkin Springs Gold Mining Company, a Colorado corporation ("TSGMC"), whose address for purposes of notice under this Assignment is to the attention of Mr. William W. Reid, President, 1600 Stout Street, Suite 1600, Denver, Colorado 80202. PEX and TSGMC are collectively described below as "the Parties".

RECITALS

A. TSGMC is the lessee of certain unpatented mining claims located in Eureka County, Nevada.

B. TSGMC has agreed to assign to PEX a royalty in minerals mined from the properties subject to that lease, subject to the reservations, terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of a certain payment from TSGMC to PEX, the receipt of which is hereby acknowledged by PEX, and of the terms and conditions of this Assignment, the parties agree as set forth herein.

1. Definitions. For purposes of this Assignment, the following terms shall have the following definitions:

A. "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise that directly or indirectly controls, is controlled by or is under common control with TSGMC or TSGMC's parent company, Silver State Mining Corporation. For purposes of the preceding sentence, "control" means the ability to determine or direct the actions, decisions, or policies of the entity or person in question.

B. "Gross Revenues" means the total consideration received from the arms-length sale or other disposition of gold and silver bullion produced from the Property, and received from the arms-length sale or other disposition of minerals other than gold and silver which are produced from the Property, under the Lease, or any extension or renewal of the Lease or any other contract or agreement between TSGMC and the owner or owners of interests in the Property, or any extension of renewal of such a contract or agreement, or

Please return to:

Randy L. Parcel, Esq.
Parcel, Mauro, Hultin & Spaanstra
1801 California, Suite 3600
Denver, CO 80202

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produced from the Property after TSGMC purchases the Property. If any such consideration is in a form other than United States dollars, then Gross Revenues shall be deemed to be equal to the fair market value, expressed in United States dollars, of that consideration at the time it is paid. If ores, concentrates, dore, slag, or other mineral commodity (other than bullion) produced from the Property are delivered in satisfaction of a loan or other obligation of TSGMC or an Affiliate, Gross Revenues shall be equal to the fair market value, at the time of delivery, expressed in United States dollars, of the commodity so delivered. If the commodity so delivered is bullion, Gross Revenues shall be measured by the London afternoon fixing price on the day of delivery or on the first business day thereafter if the day of delivery is not a business day. Gross Revenues shall not include any proceeds from any loans to TSGMC or an Affiliate.

C. "Lease" means that certain Mining Lease, dated January 1, 1986, between Lyle F. Campbell, Julian E. Simpson, and Jean C. Simpson, as Lessors, and TSGMC, as Lessee, as amended effective January 10, 1986.

D. "Net Smelter Returns" means Gross Revenues, less the following costs incurred by TSGMC with respect to the mineral commodity from which the Gross Revenues are derived:

(i) Costs of refining any concentrate, slag or dore, including but not limited to sampling, assaying, umpiring and assaying costs related to the refining stage of processing;

(ii) All costs of transportation of concentrate, dore and other beneficiated products from the Property to the point of sale;

(iii) Severance, production or sales taxes which are applicable to the royalty; and

(iv) Sales commissions paid on the share of production sold.

E. "Property" means the unpatented mining claims described on Exhibit A to this Assignment and subject to the Lease.

2. Assignment of Royalty. TSGMC hereby assigns to PEX a perpetual independent royalty of one percent (1%) of Net Smelter Returns; PROVIDED, HOWEVER, that said royalty shall not begin to accrue and shall not be payable and due until such time as total Gross Revenues received by TSGMC, its subsidiaries, Affiliates, successors and assigns has equaled Fifteen Million Dollars (\$15,000,000). TSGMC shall have and hold the Property subject to the reservations, terms and conditions of this Assignment.

3. Representations and Warranties of the Parties.

A. PEX's Representations and Warranties: PEX hereby represents and warrants to TSGMC as follows:

(1) PEX has received all necessary corporate and shareholder approvals of this Assignment. PEX agrees to provide TSGMC with appropriate evidence of such approvals; and

(2) PEX acknowledges that it has had full opportunity to ask questions of TSGMC regarding the Property and that TSGMC has answered those questions to the satisfaction of PEX. PEX further acknowledges that it has had access to the Property and to the personnel who have information and knowledge regarding the Property, including but not limited to Mr. Brian Hestor of Derry, Michener, Booth & Wall, regarding the ore reserves; and Messrs. Bob Coleman of Hazen Research and Tom Plouf and Laurence Marsland of Minproc (U.S.A.) Inc., regarding metallurgical testing.

B. TSGMC's Representations and Warranties. TSGMC hereby represents and warrants to PEX as follows:

(1) TSGMC has received all necessary corporate and shareholder approvals of this Assignment and all actions necessary to implement this Assignment. Upon request of PEX, TSGMC shall furnish PEX with copies of such approvals;

(2) The Lease is in good standing and in full force and effect, and TSGMC has received no notices of default from the lessor under the Lease;

(3) TSGMC has furnished or made available to PEX for PEX's examination all factual data in TSGMC's possession and control relating to the Property. TSGMC also has made available to PEX all of TSGMC's personnel and consultants who are knowledgeable about the Property;

(4) TSGMC is not aware of any losses, claims or demands relating to the Property; and

(5) The Lease and Property, together with the Property subject to that certain Assignment of even date between PEX and Silver State Mining Corporation, constitutes all lands owned, leased or otherwise controlled by TSGMC or an Affiliate within the Area of Interest under Article VIII of the Mining Lease dated January 5, 1985, between PEX and TSGMC.

4. Purchase of Property. If TSGMC has or obtains any right or option to purchase the Property under the Lease, or any extension or renewal of the Lease, or any other contract or agreement between TSGMC and the owner or owners of interests in

the Property, or any extension or renewal of such a contract or agreement, and if TSGMC exercises such a right or option to purchase the Property, TSGMC shall give PEX immediate notice thereof. Within thirty (30) days after TSGMC purchases the Property, TSGMC shall execute, acknowledge and deliver to PEX such conveyances as may be reasonably necessary or desirable (in the opinion of counsel for PEX) to confirm, preserve, or protect the royalty described in Section 2 above.

5. Statements and Payments. On or before February 28 and August 31 of each calendar year, TSGMC shall furnish PEX with a reasonably detailed, itemized statement clearly reflecting the Gross Revenues received during the preceding July 1 through December 31 and January 1 through June 30 periods, respectively. At such time as the royalty begins to become due and payable pursuant to the provisions of Section 2 above, TSGMC shall make royalty payments to PEX within 30 days after TSGMC's receipt of Net Smelter Returns. Each payment shall be accompanied by a reasonably detailed, itemized statement clearly reflecting the calculation of Net Smelter Returns upon which the royalty payment is based.

6. Right to Take in Kind. PEX shall have the right to take in kind its royalty with respect to gold and silver produced from minerals mined from the Property, subject to the following conditions and limitations:

A. Dore may not be taken in kind. The product taken must be gold or silver bullion in the final, refined state;

B. PEX must notify TSGMC on a quarterly basis, by no later than thirty (30) days prior to the beginning of each calendar quarter, if PEX elects to take in kind. A failure by PEX to so elect shall be deemed to be an election not to take in kind;

C. It shall be PEX's responsibility and expense to pick up the bullion at the final point of refining; and

D. PEX shall be entitled to take in kind only if it has paid TSGMC one percent (1%) of the costs described in Subsections 1.D(i) through 1.D(iv) above, plus any other costs incurred as a result of PEX's taking in kind.

7. Audit. PEX shall have a period of one hundred eighty (180) days after its receipt of each of the statements provided for in Section 5 of this Assignment to give TSGMC notice of any objection by PEX thereto. If PEX fails to object to a particular statement within one hundred eight (180) days after its receipt thereof, the accuracy of such statement and the amount of any Gross Revenues reported therein shall be

conclusive with respect to the Parties. If PEX objects to the accuracy of a particular statement or the amount of the payment transmitted therewith within one hundred eighty (180) days after the statement is received by PEX, PEX and PEX's authorized representatives shall have the right to audit the relevant books and records of TSGMC during TSGMC's normal business hours. Any such audit shall be made at the sole expense of PEX if the audit determines that the statement or payment in question is accurate within two percent (2%). Any such audit shall be made at the sole expense of TSGMC if the audit determines that the statement or payment in question is inaccurate by more than two percent (2%). In either case, the Gross Revenues figure or the royalty payment in question, as the case may be, shall be adjusted to reflect the results of the audit. If litigation or arbitration proceedings are commenced and the proceedings result in a payment adjustment, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in such proceeding if the adjustment is more than two percent (2%).

8. Indemnification. PEX shall have no responsibility or obligation whatsoever for direct payment of any part of the costs and expenses or any liabilities incurred in connection with the entry, exploration, development, or mining of the Property. TSGMC agrees to and hereby assumes all liability for and indemnifies, protects, saves, and holds PEX harmless from and against any and all losses, costs, expenses, attorneys' fees, claims, demands, liabilities, suits, and actions of every kind and character that may be imposed upon or incurred by PEX on account of, arising directly or indirectly from, or in any way connected with or related to such costs, expenses or liabilities.

9. Access to Books and Records. Subject to the requirements and limitations of the Lease and of Section 7 above, PEX and PEX's authorized representatives shall, at its and their sole risk and expense, have the right to inspect TSGMC's books and records to the extent reasonably necessary to verify the accuracy of the statements regarding Gross Revenues and Net Smelter Returns, described in Section 5 above. PEX understands and agrees that for so long as TSGMC owns any interest of any nature whatsoever in any of the Property, and except as may be required by law, PEX shall retain all technical information obtained by or provided to it pursuant to this Assignment as strictly confidential and will not disclose same to any third party without TSGMC's prior written consent, which consent shall not be withheld unreasonably.

10. Operating Decisions. The parties acknowledge that PEX's royalty under this Assignment is both an economic interest in minerals in place and a perpetual independent royalty interest in and running with the Lease. However, PEX shall have no right to enter, explore, develop, or mine the

Property. PEX also shall have no right to be a party to leases, assignments, farmouts, joint operating agreements, or similar instruments with respect to the Lease or Property unless such instruments provide for pooling or unitization of the Property with any other lands or for the commingling of minerals mined from the Property with minerals mined from any other lands. All such agreements or instruments shall recite specifically that the transactions reflected therein are subject to the royalty under this Assignment and all terms and conditions of this Assignment, and PEX shall be a necessary party to any agreement or instrument whatsoever that provides for or purports to authorize any pooling or unitization of the Lease or Property with any other lands or which provides for or purports to authorize commingling of minerals mined from the Property with minerals from any other lands. PEX agrees that it shall not withhold unreasonably its approval of any such instruments. TSGMC shall have no obligation to begin or prosecute mining, development, or processing operations on the Property, nor to mine and remove all or any portion of the minerals therein, thereon, or thereunder, and this Assignment does not contain any implied covenants to do so. If TSGMC conducts exploration, development, mining, extraction, processing, or other operations on the Property, such operations and activities shall be conducted only to the extent and at such times and locations, and by or with such methods as TSGMC, in its sole discretion, deems desirable.

11. Surrender. TSGMC shall give PEX at least ninety (90) days prior notice before terminating, surrendering, forfeiting, abandoning or relinquishing the Lease or the Property or any portion thereof or interest therein or before allowing TSGMC's interest in the Property or any portion thereof to lapse, to be terminated, or to expire. PEX shall have a period of sixty (60) days after PEX's receipt of any such notice to give TSGMC notice of PEX's decision to take an assignment of the interest in the Lease or in the Property described in TSGMC's notice to PEX. Within fifteen (15) days after TSGMC's receipt of such a notice from PEX, TSGMC shall execute and deliver an assignment of that interest in the Lease or in the Property to PEX, with covenants of warranty against all parties claiming by, through or under TSGMC except the United States of America and the State of Nevada, and without reservation or exception of any nature. Total consideration to be paid to TSGMC by PEX for such a conveyance shall be Ten Dollars (\$10.00). The provisions of this Section 11 shall not apply to any sale, transfer, assignment or conveyance by TSGMC of the Lease or the Property or any portion thereof or interest therein.

12. Binding Effect. All terms and conditions of this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

13. Notice. All notices, statements, payments, or other communications between the Parties required, permitted, or made necessary by the terms of this Assignment shall be written and shall be addressed to the Party to receive the communication at the address for that Party specified in the initial paragraph of this Assignment. Except as otherwise specifically provided to the contrary herein, communications mailed in the manner provided in this Section 13 shall be deemed made and given on the date of mailing. Either of the Parties may change its address or addressee or notice from time to time by giving notice of such change to the other Party in the manner specified in this Section 13.

TONKIN SPRINGS GOLD MINING COMPANY

(SEAL)

By: William W. Reid
William W. Reid, President

PRECAMBRIAN EXPLORATION, INC.

(SEAL)

By: George W. Holbrook, Jr.
President

STATE OF Colorado)
COUNTY OF Denver) ss.

On the 9th day of December, 1987, before me personally appeared William W. Reid, in his capacity as President of Tonkin Springs Gold Mining Company, who, being first duly sworn, acknowledged that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

Witness my hand and official seal.

My commission expires: My Commission Expires Nov. 18, 1991

SEAL
Affixed

Diane M. Hooper
Notary Public
6127 So. Jaywalk Way
Littleton, CO 80122
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STATE OF Connecticut)
) ss.
COUNTY OF Fairfield)

On the 8th day of December, 1987, before me personally appeared George W. Holbrook, Jr., in his capacity as President of Precambrian Exploration, Inc., who, being first duly sworn, acknowledged that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

Witness my hand and official seal.

My commission expires: 3-31-92
Barbara J. Holmes
Notary Public



TONKIN MINERAL LEASE-- JANUARY 1, 1966
EXHIBIT A

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
Pat- 1	06/25/66	42613	12	112-33					09/10/79	N MC-89478
Pat- 2	06/25/66	42614	12	134-35					09/10/79	N MC-89479
Pat- 3	06/25/66	42615	12	136-37					09/10/79	N MC-89480
Pat- 4	06/25/66	42616	12	138-39					09/10/79	N MC-89481
Pat- 5	06/25/66	42617	12	140-41					09/10/79	N MC-89482
Pat- 6	06/25/66	42618	12	142-43					09/10/79	N MC-89483
Pat- 7	06/25/66	42619	12	144-45					09/10/79	N MC-89484
Pat- 8	06/25/66	42620	12	146-47					09/10/79	N MC-89485
Pat- 9	06/25/66	42621	12	148-49					09/10/79	N MC-89486
Pat-10	06/25/66	42622	12	150-51					09/10/79	N MC-89487
Pat-11	07/25/66	42623	12	152-53					09/10/79	N MC-89488
Pat-12	07/25/66	42624	12	154-55					09/10/79	N MC-89489
Pat-13	07/25/66	42625	12	156-57					09/10/79	N MC-89490
Pat-14	07/25/66	42626	12	158-59					09/10/79	N MC-89491
Pat-15	07/25/66	42627	12	160-61					09/10/79	N MC-89492
Pat-16	07/25/66	42628	12	162-63					09/10/79	N MC-89493
Pat-16	07/25/66	42628	12	162-63					09/10/79	N MC-89494
N-39	09/19/69	51730	33	398					09/10/79	N MC-89495
N-40	09/19/69	51731	33	399					09/10/79	N MC-89496
N-41	09/19/69	51732	33	400					09/10/79	N MC-89497
N-50	10/12/66	43440	14	141			14	475	09/10/79	N MC-89498
N-51	10/12/66	43440	14	141			14	479	09/10/79	N MC-89499
N-52	10/12/66	43440	14	141			14	483	09/10/79	N MC-89500
N-53	10/12/66	43440	14	141			14	487	09/10/79	N MC-89501
O-27	10/11/69	51733	33	401					09/10/79	N MC-89502
O-28	10/11/69	51734	33	402					09/10/79	N MC-89503
O-29	10/11/69	51735	33	403					09/10/79	N MC-89504
O-30	10/11/69	51736	33	404					09/10/79	N MC-89505
O-31	10/11/69	51737	33	405					09/10/79	N MC-89506
O-32	10/11/69	51738	33	406					09/10/79	N MC-89507
O-33	10/11/69	51739	33	407					09/10/79	N MC-89508

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EXHIBIT A TONKIN MINERAL LEASE-- JANUARY 1, 1986

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
O-34	10/11/69	51740	33	408					09/10/79	N MC-89508
O-35	10/11/69	51741	33	409					09/10/79	N MC-89509
O-39	09/19/69	51742	33	410					09/10/79	N MC-89510
O-40	09/19/69	51743	33	411					09/10/79	N MC-89511
O-41	09/19/69	51744	33	412					09/10/79	N MC-89512
O-50	10/12/66	43440	14	141			14	535	09/10/79	N MC-89513
O-51	10/12/66	43440	14	141			14	539	09/10/79	N MC-89514
O-52	10/12/66	43440	14	141			14	543	09/10/79	N MC-89515
O-53	10/12/66	43440	14	141			14	547	09/10/79	N MC-89516
P-27	09/19/69	51745	33	413					09/10/79	N MC-89517
P-28	09/19/69	51746	33	414					09/10/79	N MC-89518
P-29	09/19/69	51747	33	415					09/10/79	N MC-89519
P-30	09/19/69	51748	33	416					09/10/79	N MC-89520
P-31	09/17/69	51749	33	417					09/10/79	N MC-89521
P-32	09/17/69	51750	33	418					09/10/79	N MC-89522
P-33	09/17/69	51751	33	419					09/10/79	N MC-89523
P-34	09/17/69	51752	33	420					09/10/79	N MC-89524
P-35	09/01/69	51753	33	421					09/10/79	N MC-89525
P-36	09/01/69	51754	33	422					09/10/79	N MC-89526
P-37	09/01/69	51755	33	423					09/10/79	N MC-89527
P-38	09/01/69	51756	33	424					09/10/79	N MC-89528
P-39	09/01/69	51757	33	425					09/10/79	N MC-89529
P-40	09/01/69	51758	33	426					09/10/79	N MC-89530
P-41	10/11/66	43438	14	137			14	595	09/10/79	N MC-89531
P-42	10/11/66	43438	14	137			14	598	09/10/79	N MC-89532
P-43	10/11/66	43438	14	137			15	001	09/10/79	N MC-89533
P-44	10/11/66	43438	14	137			15	004	09/10/79	N MC-89534
P-45	10/11/66	43438	14	137			15	009	09/10/79	N MC-89535
P-46	10/11/66	43438	14	137			15	013	09/10/79	N MC-89536
P-47	09/19/69	51759	33	427					09/10/79	N MC-89537

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EXHIBIT A
TONKIN MINERAL LEASE--JANUARY 1, 1966

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
P-48	09/19/69	51760	33	428					09/10/79	N MC-89538
P-49	09/19/69	51761	33	429					09/10/79	N MC-89539
O-27	09/19/69	51762	33	430					09/10/79	N MC-89540
O-34	09/17/69	51763	33	437					09/10/79	N MC-89541
O-35	09/01/69	51770	33	438					09/10/79	N MC-89542
O-36	09/01/69	51771	33	439					09/10/79	N MC-89543
O-37	09/01/69	51772	33	440					09/10/79	N MC-89544
O-38	09/01/69	51773	33	441					09/10/79	N MC-89545
O-39	09/01/69	51774	33	442					09/10/79	N MC-89546
O-40	09/01/69	51775	33	443					09/10/79	N MC-89547
O-41	10/11/66	43418	14	137			15	089	09/10/79	N MC-89548
O-42	10/11/66	43418	14	137			15	093	09/10/79	N MC-89549
O-43	10/11/66	43418	14	137			15	097	09/10/79	N MC-89550
O-44	10/11/66	43439	14	139			15	101	09/10/79	N MC-89551
O-45	10/11/66	43439	14	139			15	105	09/10/79	N MC-89552
O-46	10/11/66	43439	14	139			15	109	09/10/79	N MC-89553
O-47	09/19/69	51776	33	444					09/10/79	N MC-89554
O-48	09/19/69	51777	33	445					09/10/79	N MC-89555
O-49	09/19/69	51778	33	446					09/10/79	N MC-89556
R-41	09/01/69	51779	33	447					09/10/79	N MC-89557
R-42	09/01/69	51780	33	448					09/10/79	N MC-89558
R-43	09/01/69	51781	33	449					09/10/79	N MC-89559
R-44	09/01/69	51782	33	450					09/10/79	N MC-89560
R-45	09/01/69	51783	33	451					09/10/79	N MC-89561
R-46	09/01/69	51784	33	452					09/10/79	N MC-89562
R-47	09/01/69	51785	33	453					09/10/79	N MC-89563
R-48	09/01/69	51786	33	454					09/10/79	N MC-89564
R-49	09/01/69	51787	33	455					09/10/79	N MC-89565
S-41	09/01/69	51788	33	456					09/10/79	N MC-89566
S-42	09/01/69	51789	33	457					09/10/79	N MC-89567

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TONKIN MINERAL LEASE--JANUARY 1, 1986

EXHIBIT A

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
S-43	09/01/69	51790	33	458					09/10/79	N MC-89568
S-44	09/01/69	51791	33	459					09/10/79	N MC-89569
S-45	09/01/69	51792	33	460					09/10/79	N MC-89570
S-46	09/01/69	51793	33	461					09/10/79	N MC-89571
S-47	09/01/69	51794	33	462					09/10/79	N MC-89572
S-48	09/01/69	51795	33	463					09/10/79	N MC-89573
S-49	09/01/69	51796	33	464					09/10/79	N MC-89574
Summer # 1	09/02/78	66779	67	91					11/30/78	N MC-97115
Summer # 2	09/02/78	66780	67	92					11/30/78	N MC-97117
Summer # 3	09/02/78	66781	67	93					11/30/78	N MC-97119
Summer # 4	09/02/78	66782	67	94					11/30/78	N MC-97121
Summer # 5	09/02/78	66783	67	95					11/30/78	N MC-97123
Summer # 6	09/02/78	66784	67	96					11/30/78	N MC-97125
Summer # 7	09/02/78	66785	67	97					11/30/78	N MC-97127
Summer # 8	09/02/78	66786	67	98					11/30/78	N MC-97129
Summer # 9	09/02/78	66787	67	99					11/30/78	N MC-97131
Summer # 10	09/02/78	66788	67	100					11/30/78	N MC-97133
Summer # 11	09/02/78	66789	67	101					11/30/78	N MC-97135
Summer # 12	09/02/78	66790	67	102					11/30/78	N MC-97137
Summer # 13	09/02/78	66791	67	103					11/30/78	N MC-97139
Summer # 14	09/02/78	66792	67	104					11/30/78	N MC-97141
Summer # 15	09/02/78	66793	67	105					11/30/78	N MC-97143
Summer # 16	09/02/78	66794	67	106					11/30/78	N MC-97145
Summer # 17	09/02/78	66795	67	107					11/30/78	N MC-97147
Summer # 18	12/24/78	67772	69	91					03/02/79	N MC-51841
T-43	12/24/78	67773	69	92					03/02/79	N MC-51842
T-44	12/24/78	67774	69	93					03/02/79	N MC-51843
T-45	12/24/78	67775	69	94					03/02/79	N MC-51844
U-35	12/28/78	67776	69	95					03/02/79	N MC-51845
U-36	12/23/78	67777	69	96					03/02/79	N MC-51846

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EXHIBIT A
TONKIN MINERAL LEASE-- JANUARY 1, 1986

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
U-37	12/23/78	67778	69	97					03/02/79	N MC-51847
U-38	12/23/78	67779	69	98					03/02/79	N MC-51848
U-39	12/23/78	67780	69	99					03/02/79	N MC-51849
U-40	12/23/78	67781	69	100					03/02/79	N MC-51850
U-41	12/24/78	67782	69	101					03/02/79	N MC-51851
U-42	12/24/78	67783	69	102					03/02/79	N MC-51852
U-43	12/24/78	67784	69	103					03/02/79	N MC-51853
U-44	12/24/78	67785	69	104					03/02/79	N MC-51854
U-45	12/24/78	67786	69	105					03/02/79	N MC-51855
U-46	12/24/78	67787	69	106					03/02/79	N MC-51856
U-47	12/26/78	67788	69	107					03/02/79	N MC-51857
U-48	12/26/78	67789	69	108					03/02/79	N MC-51858
U-49	12/23/78	67790	69	109					03/02/79	N MC-51859
U-50	12/23/78	67791	69	110					03/02/79	N MC-51860
U-51	12/23/78	67792	69	111					03/02/79	N MC-51861
U-52	12/23/78	67793	69	112					03/02/79	N MC-51862
U-53	12/24/78	67794	69	113					03/02/79	N MC-51863
U-54	12/24/78	67795	69	114					03/02/79	N MC-51864
U-55	12/24/78	67796	69	115					03/02/79	N MC-51865
U-56	12/24/78	67797	69	116					03/02/79	N MC-51866
U-57	12/24/78	67798	69	117					03/02/79	N MC-51867
U-58	12/26/78	67799	69	118					03/02/79	N MC-51868
U-59	12/26/78	67800	69	119					03/02/79	N MC-51869
U-60	12/23/78	67801	69	120					03/02/79	N MC-51870
U-61	12/23/78	67802	69	121					03/02/79	N MC-51871
U-62	12/23/78	67803	69	122					03/02/79	N MC-51872
U-63	12/24/78	67804	69	123					03/02/79	N MC-51873
U-64	12/27/78	67805	69	124					03/02/79	N MC-51874
U-65	12/24/78	67806	69	125					03/02/79	N MC-51875
U-66	12/24/78	67807	69	126					03/02/79	N MC-51876

EXHIBIT A
TONKIN MINERAL LEASE-- JANUARY 1, 1986

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH RL#	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
W-45	12/24/78	67808	69	127					03/02/79	N MC-51877
W-46	12/24/78	67809	69	128					03/02/79	N MC-51878

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EXHIBIT A
TONKIN MINERAL LEASE-- JANUARY 1, 1986

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
X-70	11/12/78		68	404					01/30/79	N MC-48938
X-71	11/23/78		68	405					01/30/79	N MC-48939
X-72	11/12/78		68	406					01/30/79	N MC-48940
X-73	11/23/78		68	407					01/30/79	N MC-48941
X-74	11/23/78		68	408					01/30/79	N MC-48942
X-75	11/12/78		68	409					01/30/79	N MC-48943
X-76	11/23/78		68	410					01/30/79	N MC-48944
X-77	11/23/78		68	411					01/30/79	N MC-48945
X-78	11/12/78		68	412					01/30/79	N MC-48946
X-79	11/16/78		68	413					01/30/79	N MC-48947
X-80	11/16/78		68	414					01/30/79	N MC-48948
X-81	11/21/78		68	415					01/30/79	N MC-48949
X-82	11/21/78		68	416					01/30/79	N MC-48950
X-83	11/21/78		68	417					01/30/79	N MC-48951
X-84	11/16/78		68	418					01/30/79	N MC-48952
X-85	11/16/78		68	419					01/30/79	N MC-48953
X-86	11/16/78		68	420					01/30/79	N MC-48954
X-87	11/16/78		68	421					01/30/79	N MC-48955
X-88	11/16/78		68	422					01/30/79	N MC-48956
X-89	11/16/78		68	423					01/30/79	N MC-48957
X-90	11/16/78		68	424					01/30/79	N MC-48958
X-91	11/16/78		68	425					01/30/79	N MC-48959
X-94	11/14/78		68	426					01/30/79	N MC-48960
X-95	11/16/78		68	427					01/30/79	N MC-48961
X-96	11/16/78		68	428					01/30/79	N MC-48962
X-97	11/16/78		68	429					01/30/79	N MC-48963
X-98	11/12/78		68	430					01/30/79	N MC-48964
X-101	11/14/78		68	431					01/30/79	N MC-48965
X-102	11/14/78		68	432					01/30/79	N MC-48966
X-103	11/16/78		68	433					01/30/79	N MC-48967

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EXHIBIT A
TONKIN MINERAL LEASE-- JANUARY 1, 1986.

CLAIM	DOCUMENT NUMBER	DATE OF LOCATION	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
X-104		11/16/78	68	434					01/30/79	N MC-48968
X-105		11/12/78	68	435					01/30/79	N MC-48969
X-108		11/14/78	68	436					01/30/79	N MC-48970
X-109		11/14/78	68	437					01/30/79	N MC-48971
X-110		11/16/78	68	438					01/30/79	N MC-48972
X-111		11/16/78	68	439					01/30/79	N MC-48973
X-114		11/14/78	68	440					01/30/79	N MC-48974
X-115		11/16/78	68	441					01/30/79	N MC-48975
X-116		11/16/78	68	442					01/30/79	N MC-48976
X-117		11/16/78	68	443					01/30/79	N MC-48977
X-120		11/14/78	68	444					01/30/79	N MC-48978
X-121		11/14/78	68	445					01/30/79	N MC-48979
X-122		11/16/78	68	446					01/30/79	N MC-48980
X-123		11/16/78	68	447					01/30/79	N MC-48981
X-126		11/14/78	68	448					01/30/79	N MC-48982
X-127		11/16/78	68	449					01/30/79	N MC-48983
X-128		11/16/78	68	450					01/30/79	N MC-48984
X-129		11/16/78	68	451					01/30/79	N MC-48985
X-132		11/15/78	68	452					01/30/79	N MC-48986
X-133		11/15/78	68	453					01/30/79	N MC-48987
X-134		11/16/78	68	454					01/30/79	N MC-48988
X-135		11/16/78	68	455					01/30/79	N MC-48989
X-137		11/28/78	68	456					01/30/79	N MC-48990
X-138		11/28/78	68	457					01/30/79	N MC-48991
X-139		11/15/78	68	458					01/30/79	N MC-48992
X-140		11/15/78	68	459					01/30/79	N MC-48993
X-141		11/16/78	68	460					01/30/79	N MC-48994
X-143		11/28/78	68	461					01/30/79	N MC-48995
X-144		11/28/78	68	462					01/30/79	N MC-48996
X-145		11/15/78	68	463					01/30/79	N MC-48997

30 claims: X Nos. 104 thru 105; 108 thru 111, 114 thru 117, 120 thru 123, 126 thru 129, 132 thru 135;
137 thru 141; and 143 thru 145.

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EXHIBIT A
TONKIN MINERAL LEASE-JANUARY 1, 1986

DATE OF LOCATION	DOCUMENT		LOCATION		AMENDED LOCATION		FILED WITH BLM
	NUMBER	CERTIFICATE	NOTICE	CERTIFICATE	BOOK	PAGE	

CLAIM

X-146	11/15/78	68	464	01/30/79	N MC-48998	
X-147	11/16/78	68	465	01/30/79	N MC-48999	
X-149	11/28/78	68	466	01/30/79	N MC-49000	
X-150	11/15/78	68	467	01/30/79	N MC-49001	
X-151	11/15/78	68	468	01/30/79	N MC-49002	
X-152	11/15/78	68	469	01/30/79	N MC-49003	
X-153	11/16/78	68	470	01/30/79	N MC-49004	
X-155	11/27/78	68	471	01/30/79	N MC-49005	
X-156	11/27/78	68	472	01/30/79	N MC-49006	
X-157	11/15/78	68	473	01/30/79	N MC-49007	
X-158	11/15/78	68	474	01/30/79	N MC-49008	
X-161	11/27/78	68	475	01/30/79	N MC-49009	
X-162	11/27/78	68	476	01/30/79	N MC-49010	
X-163	11/15/78	68	477	01/30/79	N MC-49011	
X-164	11/15/78	68	478	01/30/79	N MC-49012	
X-167	11/27/78	68	479	01/30/79	N MC-49013	
X-168	11/27/78	68	480	01/30/79	N MC-49014	
X-169	11/15/78	68	481	01/30/79	N MC-49015	
X-170	11/15/78	68	482	01/30/79	N MC-49016	
X-173	11/27/78	68	483	01/30/79	N MC-49017	
X-174	11/27/78	68	484	01/30/79	N MC-49018	
X-175	11/27/78	68	485	01/30/79	N MC-49019	
X-178	11/27/78	68	486	01/30/79	N MC-49020	
X-179	11/27/78	68	487	01/30/79	N MC-49021	
X-180	11/27/78	68	488	01/30/79	N MC-49022	
X-183	11/27/78	68	489	01/30/79	N MC-49023	
X-184	11/27/78	68	490	01/30/79	N MC-49024	
X-185	11/21/78	68	491	01/30/79	N MC-49025	

28 Claims: X Nos. 146 thru 147; 149 thru 153; 155 thru 158; 161 thru 164; 167 thru 170; 173 thru 175; 178 thru 180; and 183 thru 185.

**EXHIBIT A
TOMKIN MINERAL LEASE - JANUARY 1, 1986**

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
X-8 92	05/01/79		71	178					07/09/79	N MC-72907
X-8 93	05/01/79		71	179					07/09/79	N MC-72908
X-8 99	05/01/79		71	180					07/09/79	N MC-72909
X-8100	05/01/79		71	181					07/09/79	N MC-72910
X-8106	05/01/79		71	182					07/09/79	N MC-72911
X-8107	05/01/79		71	183					07/09/79	N MC-72912
X-8112	05/01/79		71	184					07/09/79	N MC-72913
X-8113	05/01/79		71	185					07/09/79	N MC-72914
X-8118	05/01/79		71	186					07/09/79	N MC-72915
X-8119	05/01/79		71	187					07/09/79	N MC-72916
X-8124	05/01/79		71	188					07/09/79	N MC-72917
X-8125	05/01/79		71	189					07/09/79	N MC-72918
X-8130	05/01/79		71	190					07/09/79	N MC-72919
X-8131	05/01/79		71	191					07/09/79	N MC-72920

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14 Claims: X-492-93, 899-100, 8106-107, 8112-113, 8118-119, 8124-125, 8130-131.

EXHIBIT A
TONKIN MINERAL LEASE--JANUARY 1, 1986

CLAIM	DATE OF LOCATION	DOCUMENT NUMBER	LOCATION CERTIFICATE		AMENDED LOCATION NOTICE		AMENDED LOCATION CERTIFICATE		FILED WITH BLM	
			Book	Page	Book	Page	Book	Page	Date	Serial/Number
FET No. 1	07/14/80	74725	83	315					09/02/80	N MC-163995
FET No. 2	07/14/80	74726	83	316					09/02/80	N MC-163996
FET No. 3	07/14/80	74727	83	317					09/02/80	N MC-163997
S #101	03/15/81		94	353					05/04/81	N MC-193860
S #102	03/15/81		94	354					05/04/81	N MC-193861
S #103	03/15/81		94	355					05/04/81	N MC-193862
S #104	03/15/81		94	356					05/04/81	N MC-193863
S #105	03/15/81		94	357					05/04/81	N MC-193864
S #106	03/15/81		94	358					05/04/81	N MC-193865
S #107	03/15/81		94	359					05/04/81	N MC-193866
S #108	03/15/81		94	360					05/04/81	N MC-193867
S #109	03/15/81		94	361					05/04/81	N MC-193868

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RECORDED AT THE REQUEST OF
Sandy A. Farrell
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87 DEC 22 AM 1:43

OFFICIAL RECORD
EDWARD COUNTY, NEVADA
M.M. PERALTA, RECORDER
FILE NO. 115264
FEE \$ 23.00