

SUPPLEMENTAL ROYALTY DEED

THIS SUPPLEMENTAL ROYALTY DEED is made as of the 20th day of June, 1990, from WINDFALL VENTURE, a Colorado general partnership, with principal offices in Grand Junction, Colorado (the "Grantor") to W. L. WILSON and JOAN WILSON, each residing in Grand Junction, Colorado and to JoANN K. WILSON, residing in Reno, Nevada, (the "Grantees").

The Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby bargains, sells and conveys to the Grantees, their legal representatives, heirs and assigns, a perpetual overriding royalty interest, as specified below, in and to those certain unpatented lode mining claims (the "Mining Claims"), situated in the Eureka Mining District in Eureka County, Nevada, the names of which, together with the book and page of the location certificates thereof are, respectively, as follows:

<u>CLAIM NAME</u>	<u>BLM #</u>	<u>BOOK</u>	<u>PAGE</u>
H-75	NMC 37376	147 O. R.	350
H-76	NMC 37376	147 O. R.	351
H-77	NMC 37376	147 O. R.	352
H-78	NMC 37376	147 O. R.	353
H-79	NMC 37376	147 O. R.	354
H-80	NMC 37376	147 O. R.	355
H-81	NMC 37376	147 O. R.	356
H-82	NMC 37376	147 O. R.	357
HC-27	NOT YET RECORDED		
HC-28	NOT YET RECORDED		
HC-29	NOT YET RECORDED		
HC-30	NOT YET RECORDED		
HC-31	NOT YET RECORDED		
HC-32	NOT YET RECORDED		
HC-33	NOT YET RECORDED		
HC-34	NOT YET RECORDED		
HC-35	NOT YET RECORDED		
HC-36	NOT YET RECORDED		
HC-37	NOT YET RECORDED		
HC-38	NOT YET RECORDED		
IM-19	NOT YET RECORDED		

The overriding royalty interest hereby conveyed to Grantees is as follows:

(a) Gold and/or Silver. Two percent (2%) of any gold or silver derived from the Mining Claims whether produced by in situ or solution mining or by mining of ores and the extraction of gold and/or silver by means of heap or vat leaching, milling or other extraction methods. Grantees shall be entitled to receive two percent (2%) of the gold or silver produced from the Mining Claims and to receive such overriding royalty in kind. By "in kind" is meant the dore bullion containing gold and silver extracted from the Mining Claims or ores mined therefrom. Each of the individual Grantees shall have the election to receive his or her share of the gold and silver overriding royalty herein granted and conveyed either "in kind", as above defined, or to receive his or her share of the proceeds received from the sale of gold or silver by the purchaser. If the purchaser makes a charge or deduction for refining or for penalties, then Grantor may deduct two percent (2%) of such charges or deductions from the amounts to be paid grantees hereunder.

(b) Ores or Concentrates Sold to Smelter. In respect to ores produced from the Mining Claims sold to a smelter and/or concentrate derived from ores produced from the Mining Claims (other than ores principally valued for the uranium and/or vanadium content thereof) Grantees shall receive two percent (2) of the Net Smelter Returns received from ores or

concentrate derived therefrom. By the term "Net Smelter Returns" is meant the amount received from a smelter for ores (or concentrates derived therefrom) mined and sold from the Mining Claims less (i) the costs of surface transportation of the ores from the Mining Claims (in the case of ores sold in the crude state) or of the concentrates from the mill (in the case of the sale of concentrate derived from such ores) to the smelter, to the extent that such costs are paid by Grantor, (ii) the costs of smelting such ores or concentrates if paid by Grantor and (iii) any metallurgical penalties, surcharges or other charges made or imposed by the smelter to the extent the same are paid by Grantor.

(c) Uranium and/or Vanadium Ores. Two percent (2%) of the "Net Sales Price" received by Grantor from the sale of all ores principally valuable for uranium and/vanadium which are mined and sold from the Mining Claims, if ores are sold in the crude state in an arms-length sale. "Net Sales Price" shall mean the full amounts received from the sale of such ores less the costs of surface transportation of such ores from the Mining Claims to the point of sale. If such ores are concentrated by Grantor, either in its own facilities or by means of tolling arrangements, or if such ores are sold other than as a result of an arms-length transaction, then the term "Net Sales Price" shall mean the prevailing price paid at the time such ore is mined for ores of like grade and metallurgical characteristics f.o.b. the Mining Claims by other purchasers of uranium and/or vanadium ores.

(d) Other Mineral Substances and Ores. If Grantor should produce and sell any minerals, substances or ores from the Mining Claims, other than those encompassed within the provisions of sub-paragraphs (a) through (c) above, Grantees shall receive two percent (2%) of the proceeds received for such substances after deducting the costs of the transportation thereof from the Mining Claims to the point of sale.

Grantees shall have the right to be supplied with duplicate settlement sheets from any refinery, mill, smelter or other purchaser of ores, minerals or other substances produced or derived from the Mining Claims and sold. In addition, Grantees shall have the right to have the refiner or other buyer to which gold or silver produced from the Mining Claims is shipped divide the overriding royalty shares of the Grantees in kind and supply Grantees' shares thereof directly to the Grantees, or at Grantees' election, to sell Grantees' shares for the account of the Grantees and to settle directly with Grantees for such sales. Grantees shall have the right at any time or from time to time to have their share of overriding royalty, herein granted and conveyed, paid directly to them by any mill, smelter or other purchaser of ores, minerals or other substances produced and sold from the Mining Claims.

Nothing hereby contained shall create any implied covenant on the part of Grantor to explore, develop or mine the Mining Claims. If Grantor should elect to cease the performance of annual assessment work with respect to any of the Mining Claims, it shall

quit claim its title and interest in the Mining Claims with respect to which Grantor does not intend to perform assessment work to Grantees at least (60) days prior to the date that such assessment work is due.

The conveyance for the overriding royalty granted by this Deed shall attach to any right and title in the Mining Claims, which Grantor may presently possess and which Grantor may hereafter acquire. The said overriding royalty herein conveyed shall attach and pertain to the Mining Claims above described and/or any amended locations or relocations thereof. Grantor warrants its title to the Mining Claims as against, but only as against, any persons lawfully claiming any of said Mining Claims or any interests therein by, through or under Grantor.

The respective percentage interests of the individuals forming the Grantees in and to the overriding royalty herein conveyed are as follows:

<u>Name of Grantee</u>	<u>Share of Total Royalty Granted</u>	<u>Net Amount of Royalty Granted</u>
JoAnn K. Wilson	50%	1.0%
W. L. Wilson	25%	0.5%
Joan Wilson	25%	0.5%
TOTAL	100%	2.0%

This Supplemental Royalty Deed is made pursuant to the area of interest provision contained in that certain Royalty Deed dated September 15, 1979 and recorded in Book 75 of Official Records at Page 86 in the Office of the Recorder of Eureka County, Nevada.

This Deed shall be binding upon Grantor, its successors and assigns and shall inure to the benefit of Grantees, and their respective legal representatives, heirs and assigns.

EXECUTED the dated and year first above written.

WINDFALL VENTURE

By W.L. Wilson
W.L. Wilson, Managing Partner

STATE OF Colorado
COUNTY OF Mesa

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) ss.
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On the 20th day of June, 1990, personally appeared before me, William L. Wilson, being by me duly sworn, says that he is the managing partner of Windfall Venture, a Colorado general partnership, and the above instrument was signed on behalf of said partnership for the purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

9/26/93

Karen L. Smith
Notary Public

Address:

P.O. Box 2188

Grand Junction, CO 81502



OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 211 PAGE 421

Windfall Venture
90 JUL 11 A9 32

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEE \$ 10.00

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BOOK 211 PAGE 426