

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 ROBERT G. WILSON, Trustee, ROBERT G. WILSON (Individually), CHAN EDMONDS, MARGARET E. FOSTER, Personal Representative of the Estate of William E. Foster, deceased, WILLIAM BRENT WILSON, SUZANNE KELLY WILSON, JULIET ROSS WILSON and HOLLIS CAROLYN WILSON, (the "Grantees") whose addresses and percentage ownership in the royalty to be conveyed hereby are specified below.

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 and their assigns, a perpetual overriding royalty interest, as specified below, in and to the unpatented lode mining claims situated in the Eureka Mining District in Eureka County, Nevada (referred to below as the "Mining Claims") and described on Exhibit A hereto attached.

The percentage of the overriding royalty interest hereby conveyed shall be two percent (2%) until such time as an aggregate of 50,000 troy ounces of gold has been produced from the Mining Claims from and after September 8, 1983 and, thereafter such percentage shall be three percent (3%), which percentages are referred to below as the "Applicable Percentage." The Applicable Percentage shall be applied to, calculated and paid as follows:

(a) Gold and/or Silver. The Applicable Percentage of the Net Sales Price received from the sale of any gold or silver derived from the Mining Claims whether produced by in situ or solution mining, the mining of ores and extraction of gold and/or silver by means of heap or vat leaching, milling or other extraction methods. By the term "Net Sales Price" is meant the proceeds received from the sale of gold and/or silver less the costs of transportation thereof to the refinery or other point of sale and the costs of refining thereof to the extent paid by Grantor.

(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, Grantees shall receive the Applicable Percentage 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) 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 Subparagraphs (a) and (b) above, Grantees shall receive the Applicable Percentage of the proceeds received from 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. Grantees shall have the right at any time or from time to time to have its share of overriding royalty, herein granted and conveyed, paid directly to it by any mill, smelter or other purchaser of ores, minerals or other substances produced and sold from the Mining Claims.

Nothing herein shall create any implied covenant on the part of Grantor to explore, develop or mine the Mining Claims.

The conveyance for the overriding royalty hereby 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 and/or any amended locations or relocations thereof. In addition, the said overriding royalty herein conveyed shall attach to any other mining claims or other properties located by Grantor within the exterior boundaries of the Mining Claims. 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 interest therein by, through or under Grantor.

The names, addresses and percentage interests of Grantees in and to the royalty interests herein granted are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage Interest</u>
Robert G. Wilson, Trustee	P.O. Box 604 Grand Junction, CO 81502	26.667%
Robert G. Wilson	P. O. Box 604 Grand Junction, CO 81502	13.333%
Chan Edmonds	P. O. Box 604 Grand Junction, CO 81502	13.333%
William Brent Wilson	P. O. Box 2949 Carson City, NV 89702	6.818%
Suzanne Kelly Wilson	P. O. Box 2183 Grand Junction, CO 81502	6.818%
Juliet Ross Wilson	P. O. Box 2949 Carson City, NV 89702	6.818%
Hollis Carolyn Wilson	P. O. Box 2949 Carson City, NV 89702	6.818%
Margaret E. Foster, Personal Representative of the Estate of William E. Foster, deceased	2679 Homestead Court Grand Junction, CO 81506	19.385%

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

EFFECTIVE as of the 20th day of June, 1990.

WINDFALL VENTURE

By W.L. Wilson
W.L. Wilson, General 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 a general partner of Windfall Venture, a Colorado general partnership, and the above instrument was signed on behalf of said partnership by authority granted pursuant to the partnership agreement and its general partner, William L. Wilson, acknowledges that said partnership executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 9/26/93

Karen J. Smith
Notary Public

Address: P.O. Box 2188
Grand Junction, CO 81502



EXHIBIT A TO SUPPLEMENTAL ROYALTY DEED

CLAIM NAME	BLM #	BOOK	PAGE
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
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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 211 PAGE 427

Windfall Venture
90 JUL 11 A9 32

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

132783

BOOK 211 PAGE 432