

DEED OF TRUST
(WITH SECURITY AGREEMENT)

THIS DEED OF TRUST (WITH SECURITY AGREEMENT), dated as of October 2, 1990, is made by and among Atlas Gold Mining Inc., a Nevada corporation (the "company"), whose address is 370 17th Street, Suite 3150, Denver, Colorado 80202, and Frontier Title Company, a Nevada corporation whose address is P.O. Box 228, Elko, Nevada 89801 (the "Trustee") for the benefit of Bank of America National Trust and Savings Association (the "Bank"), whose address is c/o Corporate Service Center #5693, 1850 Gateway Boulevard, Concord, California 94520.

W I T N E S S E I H :

Recitals

The company, Atlas Corporation, a Delaware corporation ("Atlas"), Atlas Precious Metals, Inc., a Nevada corporation ("APM") (collectively the "Borrowers") and the Bank entered into a revolving credit agreement of even date herewith ("credit Agreement") whereunder the Bank committed to extend credit, make loans and extend standby letters of credit to the Borrowers, subject to the terms and conditions stated in that credit Agreement, up to an aggregate principal and face amount of \$22,500,000. All capitalized terms not defined herein shall have the same meaning as in the credit Agreement.

Pursuant to the credit Agreement, the Borrowers have executed a promissory note for which the aggregate principal amount and the interest thereon are due and payable in no event later than September 30, 1991 (the "Note").

It is a condition precedent to the making of loans under the credit Agreement and to the Bank's issuance of the Letters of Credit that the company shall have granted the liens and security interests contemplated by this Deed of Trust.

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to disburse funds and issue letters of Credit pursuant to the credit Agreement, the company hereby agrees with the Trustee and the Bank as follows:

SECTION 1: GRANT OF SECURITY

In order to secure repayment of the indebtedness as defined herein, the company hereby grants, bargains, sells, assigns, transfers, pledges, conveys and mortgages to the Trustee, in trust, with power of sale, for the benefit of the Bank, and for the same consideration grants a security interest to the Bank in, the following (the "collateral"):

(a) All of the Company's present or hereafter acquired right, title and interest in and to the patented and unpatented mining claims and millsite claims located in Eureka County, Nevada (referred to herein as the "Claims" or the "Lands"), all as described in Schedule A hereto;

(b) All buildings, structures and improvements now or hereafter located or erected on the Lands (the "Improvements") and any and all easements, licenses and rights-of-way used in connection therewith;

(c) All of the Company's present or hereafter acquired water and water rights, ditch and ditch rights, reservoir and reservoir rights, stock or interest in irrigation or ditch companies used in relation to the Lands, including, but not limited to, the water rights described in Schedule A hereto;

(d) All of the gold and all other minerals to which the Company is presently or hereafter entitled in, on or under the Lands (herein called the "Minerals");

(e) All of the Company's present or hereafter acquired right, title and interest in and to the surface or subsurface machinery, equipment, facilities, supplies and other personal property, structures and fixtures, as defined under applicable law, now or hereafter located in, on, under or affixed to the Lands or the Improvements which are used or purchased for the production, treatment, storage, transportation, manufacture or sale of the Minerals and any replacements thereof, substitutions therefor or accessions thereto (the "Operating Equipment") including, but not limited to, the property listed in Schedule B attached hereto;

(f) All of the accounts, contract rights and general intangibles now or hereafter arising in connection with the production, treatment, storage, transportation, manufacture or sale of the Minerals;

(g) All of the severed and extracted Minerals produced from the Lands to which the Company is presently or hereafter entitled; and

(h) All of the proceeds and products of the property described under (a) through (g) above.

TO HAVE AND TO HOLD all of the collateral, together with all of the rights, privileges, benefits, hereditaments and appurtenances in anywise belonging, incidental or appertaining thereto, to the Trustee IN TRUST, NEVERTHELESS, for the security and benefit of the Bank and its successors and assigns, subject to all of the terms, conditions, covenants, agreements and trusts herein set forth.

This instrument is executed and delivered by the Company to secure and enforce the payment and satisfaction of the Borrowers' indebtedness under the Credit Agreement and as described below (herein called the "Indebtedness"):

(a) All sums advanced to the Borrowers pursuant to the Credit Agreement and evidenced by the Note and all interest and penalties on the sums so advanced;

(b) All reimbursement obligations of the Borrowers for sums disbursed by the Bank pursuant to the Letters of Credit and all interest and penalties thereon;

(c) All facilities fees, arrangement fees, commissions and commitment fees charged by the Bank to the Borrowers pursuant to the Credit Agreement;

(d) All sums advanced and costs and expenses incurred by the Bank (directly or on its behalf by the Trustee), including all reasonable legal and engineering fees and expenses (including fees of paralegals and allocated costs of staff counsel to the Bank) when supported by appropriate documentation, made and incurred in connection with the Indebtedness or any part thereof, any renewal, extension or change of or substitution for the Indebtedness or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made and incurred at the request of the Borrowers, the Trustee or the Bank; and

(e) All renewals, extensions, amendments and changes of, or substitutions for, all or any part of the items described under (a), (b) and (c) above.

This interest rate, payment terms and balance due with respect to the Indebtedness may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the Credit Agreement, the Note and/or the Letters of Credit and/or on account of any extensions or renewals of the Indebtedness.

SECTION 3: WARRANTIES, REPRESENTATIONS AND COVENANTS

Paragraph 3.1. The Company covenants, represents and warrants to and with the Trustee and the Bank that:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;

(b) The Company has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and is qualified to do business in every jurisdiction wherein such qualification is required by the laws of such jurisdiction, other than jurisdictions where the failure to so qualify would not have a material adverse effect on its financial condition;

(c) The Company has the corporate power to execute this Deed of Trust;

(d) The Company is, either directly or indirectly, one hundred percent (100%) owned by Atlas;

(e) The execution, delivery and performance of this Deed of Trust has been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, the certificate of incorporation or by-laws of the Company, any provision of any indenture, agreement or other instrument to which the Company is a party, or by which it or any of its properties or assets are bound, or be in conflict with, result in a breach of or constitute (with due notice and lapse of time) a default under any such indenture, agreement or other instrument. There is no law, rule or regulation, nor is there any judgment, decree or order of any court or governmental authority binding on the Company which would be contravened by the execution, delivery, performance or enforcement of this Deed of Trust or any instrument or agreement required hereunder. This Deed of Trust is a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to applicable equitable remedies and operation of any bankruptcy laws, insolvency, reorganization and similar laws affecting the rights of creditors generally;

(f) All financial statements of the Company delivered to the Bank, including its balance sheets and statements of income and surplus and any notes thereto, are correct and complete and accurately and fairly present the financial condition of the Company on the dates thereof and the results of its operations for the periods then ended, subject, however, to year-end adjustments in the case of unaudited statements (which shall consist only of normal recurring accruals), and each such balance sheet and the notes thereto show all known material liabilities, direct or contingent, of the Company as of the date thereof, and each financial statement referred to herein was prepared in accordance with generally accepted accounting principles;

(g) There has been no material adverse change in the business, properties or condition (financial or otherwise) of the Company since the date of the most recent financial statements

delivered to the Bank pursuant to Section 3.1(f), except as disclosed to the Bank in writing!

(h) Except as set forth in the title opinions delivered to and accepted by the Bank pursuant to Section 4.01(b) of the Credit Agreement, the Company has title to the Lands which is superior and paramount to any adverse claim or right of title which may be asserted, subject to the paramount title of the United States and the rights of third parties to the Lands pursuant to the Multiple Mineral Development Act of 1954 and the Surface Resources and Multiple Use Act of 1955. The Company has good and marketable title to the Personal Property and Fixtures located on or used in connection with the property described in Schedule A attached hereto. The assets described above constitute all of the properties and assets, tangible or intangible, real or personal, which are used in the conduct of the business of the Company, as such business is presently being conducted. No other material properties or assets, whether or not owned by the Company, are required for the operation of such business as presently being operated. All such properties and assets are owned free and clear of all clouds to title and of all Liens, except such as are Permitted Liens pursuant to the Credit Agreement or as set forth in the title opinions delivered to and accepted by the Bank pursuant to Section 4.01(b) of the Credit Agreement. All machinery and equipment used by the Company in connection with the Lands is in a state of repair adequate for normal operations and is in all material respects in good working order;

(i) The Company is the owner of the Claims. Each of the Claims may be freely transferred or assigned to a qualified transferee or assignor without the consent of any person or entity. Without covenanting, representing or warranting as to the discovery of valuable minerals or the use or occupancy of the Claims, all Claims have been properly located and maintained and the Company has not been advised of any present defect with regard thereto;

(j) The Company has filed or caused to be filed all federal, state and local tax returns which, to the knowledge of the Company, are required to be filed and has paid or caused to be paid all taxes as shown on such returns or any assessment received by it to the extent that such taxes or assessments have become due, except as to which may be diligently contested in good faith and by appropriate proceedings or to which a bona fide dispute may exist and for which adequate reserves are being maintained, or as otherwise permitted by the provisions hereof. The Company has established reserves which are reasonably believed by the officers of the Company to be adequate for the payment of such taxes;

(a) The Borrowers will pay when due, or within any applicable grace periods with respect thereto, the indebtedness in accordance with the terms of the Credit Agreement and this Deed of Trust and will comply with all of the terms and provisions thereof and hereof, except as to which may be diligently contested in good faith and by appropriate proceedings, or as to which a bona fide dispute may exist and for

Indebtedness secured hereby remains unpaid (unless the Bank shall have otherwise consented in writing):

Paragraph 3.2. The Company covenants and agrees with the Trustee and the Bank, that so long as any part of the

and commercial purposes.

(o) The Indebtedness has been incurred for business and commercial purposes.

(n) No event has occurred and is continuing or would result from the incurring of obligations by the Company under this Deed of Trust which is a Default or an Event of Default; and

(m) Except for the due and timely filing or recording of this Deed of Trust and any other collateral agreement (and except for the delivery to the Bank of any collateral as to which possession is the only method of perfecting a security interest in or lien on such collateral), no further action is necessary in order to establish and perfect the Bank's prior security interest in or first lien on all collateral other than collateral subject to Permitted Liens;

(l) With respect to the Lands and operations thereon, the Company has complied in all material respects with all applicable local, tribal, state and federal laws and regulations relating to the operation of the portion of the project located on the Lands, and the Company is not aware of any investigation (other than a routine inspection) of the Company underway by any local, state or federal agency with respect to enforcement of such laws and regulations;

(k) The Company is not presently obligated under any purchase or sale agreements, production payment agreements, operating agreements, participation agreements, security agreements or any other agreements to make future deliveries of production attributable to the Lands without receiving full payment of such production at prevailing market prices, except for the net profits interest granted to the Bank pursuant to Section 2.07(d) of the Credit Agreement and except for forward sales contracts in compliance with Section 6.18 of the Credit Agreement (at prevailing market prices on the date of entering into such contracts) or to the extent incurred in the ordinary course of business as presently conducted by the Company. No payments for production attributable to the Lands are presently being held in suspense or escrow accounts;

which adequate reserves are being maintained, or as otherwise permitted by the provisions thereof and hereof;

(b) The company shall promptly, at the company's own expense and insofar as not contrary to applicable law, file and refile in such offices, at such times and as often as may be necessary, any instrument as may be necessary to create, perfect, maintain and preserve the lien and security interest intended to be created hereby and the rights and remedies hereunder; shall promptly furnish to the Bank evidence satisfactory to the Bank of all such filings and refilings; and otherwise shall do all things necessary or expedient to be done to effectually create, perfect, maintain and preserve the liens and security interests intended to be created hereby as a valid lien of first priority on real property and fixtures and a perfected security interest in personal property and fixtures, and hereby authorizes the Trustee and the Bank to file one or more financing or continuation statements, and amendments thereto, relative to any or all of the collateral without the signature of the company where permitted by law;

(c) The company will use its best efforts to (1) cause each of the claims, and any water rights, right of ways, easements or privileges owned or hereafter acquired by the company and necessary or appropriate to the operation of a mine upon the lands, except for claims which are abandoned and relocated by the company as millsite claims, to be kept in full force and effect by the payment of whatever sums may become payable and by the fulfillment of whatever other obligations, and by the performance of whatever other acts, may be required to the end that forfeiture or termination of each such claim shall be prevented unless the termination, forfeiture or other relinquishing of the claim is authorized by the operating plan then in effect, (2) cause to be done all mining and milling operations in accordance with good and minerlike practice, (3) permit the Bank, through its employees and agents, (1) at the Borrowers' expense, annually, before an event of default, and at any time and from time to time after an event of default, and at (ii) at the Bank's expense, at any reasonable time, to enter upon the lands, for the purpose of investigating and inspecting the condition and operation of the collateral, and do all other things necessary or proper to enable the Bank to exercise this right at such times as the Bank may reasonably request, provided, however, that if any such agent or employee should suffer any injury during any such visit or inspection and such injury shall be directly caused by negligence of such agent or employee, then the company shall not be liable to the Bank for any expenses or damages relating to such injury, and (4) do all other things necessary to preserve the Trustee's and the Bank's interests in the collateral;

(d) The Company will use its best efforts to keep all Improvements, operating Equipment, inventory and fixtures of every kind now or hereafter included in the collateral in good working order, and, except for Personal Property disposed of in the Company's ordinary course of business, all repairs, renewals, replacements, additions, substitutions and improvements needful to such end shall be promptly made;

(e) The Company will use its best efforts to comply with all lawful rulings and regulations of each regulatory authority having jurisdiction in the premises;

(f) The Company will pay when due all liabilities of any nature, including all liabilities for labor and material and equipment, incurred in or arising from the administration or operation of the Lands, provided same is not disputed in accordance with Section 6.07 of the Credit Agreement;

(g) The Company will carry workmen's compensation insurance in compliance with applicable laws;

(h) The Company will carry insurance as required by the Credit Agreement;

(i) The Company will protect every part of the collateral from removal, destruction and damage, and will protect same from the doing or suffering to be done of any act, other than the use of the collateral as hereby contemplated, whereby the value of the collateral may be lessened;

(j) The Company shall execute, acknowledge and deliver to the Bank such other and further instruments, and do such other acts, as in the opinion of the Bank may be necessary or desirable to effect the intent of this Deed of Trust, upon the reasonable request of the Bank and at the Company's expense;

(k) The Company shall promptly furnish to the Bank such information concerning the Company, the collateral as the Bank may reasonably request in accordance with the Credit Agreement;

(l) The Company shall keep proper books, records and accounts in which complete and correct entries shall be made of the Company's transactions in accordance with generally accepted accounting principles, and shall keep the records concerning the accounts and contract rights included in the collateral at the Company's principal place of business, or at such other location designated in writing by the Company, and the Bank shall have the right to inspect such records, at its expense, and the Company shall furnish copies upon reasonable request in accordance with the Credit Agreement;

(m) If the title or the right of the company, the Trustee or the Bank to the collateral or any part thereof shall be attacked, either directly or indirectly, or if any legal proceedings are commenced against the company, the company shall promptly give written notice thereof to the Trustee and the Bank and, at the company's own expense, shall proceed diligently to defend against any such attack or proceedings, and the Trustee and the Bank may take such independent action in connection therewith as they may, in their reasonable discretion, deem advisable to protect the Trustee's and the Bank's interests in the collateral, and all costs, expenses and reasonable attorneys' fees (including allocated costs of staff counsel to the Bank), incurred by the Trustee or the Bank in connection therewith, shall be a demand obligation owing by the company to the Bank and shall bear interest at the Reference Rate from the date such expenses are incurred, until paid and shall be part of the indebtedness;

(n) The company shall pay when due all taxes and assessments levied, assessed or charged against or with respect to the collateral, except for those which are being contested in good faith and for which adequate bonds or reserves have been established; and

(o) The company shall pay when due all utility charges and assessments furnished to the lands.

Paragraph 3.3. The company covenants and agrees with the Trustee and the Bank that, so long as any part of the indebtedness secured hereby remains unpaid, the company or its subsidiaries, if any, shall not, either directly or indirectly, without the prior written consent of the Bank, which consent shall not be unreasonably withheld:

(a) Except as provided in the Credit Agreement, dispose of any fixed or capital assets except for full, fair and reasonable consideration and except as provided in Section 6.11 of the Credit Agreement, enter into any sale and leaseback agreement covering any of its fixed or capital assets;

(b) Except as provided in the Credit Agreement, incur, create, assume or permit to exist any Debt in excess of \$100,000 in the aggregate at any one time outstanding, other than in the ordinary course of the company's business, or incur, create or enter into any guaranty of any obligation of any other person;

(c) Create, assume or suffer to exist any Lien on any of its property, real or personal or mixed, whether now owned or hereinafter acquired, except Permitted Liens pursuant to the Credit Agreement, and except for Liens which, within sixty (60) days after the date of attachment, are discharged or bonded pending proceedings to release such Liens;

(d) Except for the leases identified in Exhibit to the Credit Agreement, enter into, assume or otherwise become liable as lessee with respect to any noncancelable operating leases having terms in excess of one (1) year from the date of any calculation with respect thereto if the aggregate minimum required payments (other than net payments from production of ore) over the remaining life of any such leases exceeds one million (\$1,000,000) for all such leases of the company, Atlas, APM and their subsidiaries;

(e) Liquidate or dissolve, or enter into any consolidation, merger, partnership, joint venture or other combination, or sell, lease or dispose of its business or assets as a whole or in an amount which constitutes a substantial portion thereof other than (i) any merger of the company or APM into Atlas or into each other, (ii) any transaction in which the company and APM become direct or indirect wholly owned subsidiaries of Atlas, or (iii) in the case of APM, any partnership or joint venture with respect to mining operations, provided that in any such case the shares of the company are pledged by the owner thereof to the Bank pursuant to an agreement substantially in the form of the Pledge Agreement; or

(f) Carry on any business or engage in any activity other than in respect of the Project or purchase or otherwise acquire any assets or business of any Person other than collateral or lend money or extend credit to any Person.

Paragraph 3.4. The company covenants and agrees with the Bank that if it fails to perform any act which it is required to perform hereunder, or if the company fails to pay any money which it is required to pay hereunder, the Bank may, but shall not be obligated to, perform or cause to be performed such act and may pay such money, and any expenses so incurred by the Bank, and any money so paid by the Bank shall be a demand obligation owing by the company to the Bank and shall bear interest at the Default Rate from the date of making such payment until paid and shall be a part of the indebtedness hereby secured. No such advancement or expenditure thereof shall relieve the company of any default under the terms of this Deed of Trust.

SECTION 4: TERMINATION

Upon payment in full of the indebtedness pursuant to the terms and conditions of this Deed of Trust and the instruments evidencing the indebtedness, this Deed of Trust shall become null and void. In such event, the within conveyance of the collateral shall become of no further force and effect, all right, title and interest of the Trustee and the Bank shall terminate. The Trustee and the Bank shall, promptly after the

request of the Company, and at the Company's cost and expense, execute, acknowledge and deliver to the Company proper instruments evidencing the termination of this Deed of Trust, and the relinquishment of any right, interest, claim or demand in or to all or any portion of the collateral. Otherwise, this Deed of Trust shall remain and continue in full force and effect.

SECTION 5: DEFAULT

Paragraph 5.1. If any of the following events (hereinafter called "Events of Default") shall occur and be continuing:

(a) The Borrowers shall fail to pay when due the final installment of principal of the loans or within five (5) Banking Days of its due date any other installment of principal or interest on the loans or any other sum, including sums payable in respect of the Letters of Credit, or sums due in accordance with the terms of the Credit Agreement or of the Note;

(b) Any representation or warranty herein or in any agreement, instrument or certificate executed pursuant hereto or in connection with any transaction contemplated hereby shall prove to have been false or misleading in any material respect when made or when deemed to have been made;

(c) The Bank shall fail to have a valid and enforceable first perfected security interest in or lien on any collateral for any reason other than any such failure directly caused by the Bank;

(d) Any involuntary lien or liens in the aggregate sum of Two Hundred Thousand Dollars (\$200,000) or more, of any kind or character, except for permitted liens pursuant to the Credit Agreement, shall attach to any assets or property of the Company, if such lien is not discharged or bonded pending proceedings to release such lien within sixty (60) days after the date of attachment;

(e) A final judgment or judgments shall be entered against any of the Borrowers in the aggregate amount of Two Hundred Thousand Dollars (\$200,000) or more on a claim or claims not covered by insurance and such judgment or judgments remain undischarged or unstayed or not bonded pending appeal for sixty (60) days;

(f) Any of the Borrowers shall fail to pay its debts generally as they come due, or shall file any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors or any of the Borrowers shall take any

(1) An Event of Default not directly caused by the Bank shall occur under the Credit Agreement or under any other Collateral Agreement (and shall remain uncured beyond any applicable grace period); or

(k) Any breach or default shall occur under any agreement (other than the Credit Agreement) involving the borrowing of money or the extension of credit under which any of the Borrowers may be obligated as borrower or guarantor, if such default consists of the failure to pay any debt when due whether by acceleration or otherwise (and remains uncured or continues beyond any applicable grace period) or if such default results in or permits the acceleration of any debt or the termination of any commitment to lend to any of the Borrowers;

(j) Any approval, consent, exemption or other action of any governmental authority required under the Credit Agreement shall be withdrawn or become ineffective for a period of thirty (30) days and the absence thereof would materially and adversely affect the financial condition, operations or ability to repay the loans of any of the Borrowers, unless such action is being contested in good faith and its effect is stayed during such contest;

(i) Any governmental regulatory authority shall take any action which would materially and adversely affect any of the Borrowers' financial condition, operations or ability to repay the loans unless such action is set aside, dismissed or withdrawn within sixty (60) days of its institution or such action is being contested in good faith and its effect is stayed during such contest;

(h) Any governmental authority shall condemn, seize or appropriate any property of any of the Borrowers that is material to the financial condition, business or operations of any of the Borrowers if such governmental authority fails to compensate such Borrower for such taking within one year after such power is exercised in an amount at least equal to the fair market value as a going concern of the property taken;

(g) An involuntary petition shall be filed under any bankruptcy statute against any of the Borrowers or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) shall be appointed to take possession, custody or control of the properties of any of the Borrowers or unless such petition or appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days from the date of said filing or appointment;

corporate action to authorize, or in furtherance of, any of the foregoing;

(m) The Company shall breach, or default under, any term, condition, provision, representation or warranty contained in this Deed of Trust not specifically referred to in this Article, if such breach or default shall continue for thirty (30) days after notice from Bank, and if such breach would materially and adversely affect the Company's financial condition, operations or ability to repay the Loans.

Paragraph 5.2. In the case of an Event of Default other than one referred to in Paragraph 5.1(f) or (g) herein, any obligation on the part of the Bank to make or continue the Loans shall terminate and the Bank may declare all sums of principal and interest outstanding on the Loans and all other sums outstanding under or in respect of the Credit Agreement and the Note immediately due and payable, without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character (other than as stated in any of the foregoing sections of this Section), all of which are hereby expressly waived by the Company; and (b) in the case of an Event of Default referred to in Paragraph 5.1(f) or (g) herein, the Bank's obligations to make or continue the Loans shall be automatically cancelled and all sums of principal and interest on the Loans and all other sums outstanding under or in respect of the Credit Agreement and the Note shall automatically become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, all of which are hereby expressly waived by the Company.

Paragraph 5.3. Upon the occurrence of any of the Events of Default, or at any time thereafter during which such Event of Default is continuing, the Bank may elect to treat the fixtures included in the collateral either as real property or as personal property, but not as both, and proceed to exercise such rights as apply to the type of property selected. The Bank may resort to any security given by this Deed of Trust, or to any other security now existing or hereafter given to secure the payment of any of the indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to the Bank, in its sole discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits or liens created by this Deed of Trust or granted by applicable law. In any foreclosure proceeding or private sale, the collateral may be sold in its entirety, and shall not be required hereunder to be sold parcel by parcel.

Paragraph 5.4. All costs, expenses and reasonable attorneys' fees (including fees of paralegals and allocated costs of staff counsel to the Bank) incurred by the Trustee or the Bank in protecting and enforcing their rights hereunder and in connection with any refinancing or restructuring of the Loans in the nature of a "work out", when supported by adequate

documentation shall constitute a demand obligation owing by the borrowers to the Bank and shall draw interest at the Default Rate from the date such expenses are incurred until paid, all of which shall constitute a portion of the indebtedness secured by this instrument.

Paragraph 5.5. Upon the occurrence of any of the Events of Default, and at all times thereafter during which such Event of Default is continuing, in addition to all other rights and remedies herein conferred, the Bank shall have all of the rights and remedies of a beneficiary under a deed of trust granted by applicable law, and the Bank shall have all the rights and remedies of an assignee and secured party granted by applicable law, including the Uniform Commercial Code, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the collateral or any part thereof, to exclude the Company therefrom, to take possession of the mining and milling operation thereon and the production from such operation, to remove any personal property included in the collateral, to hold, use, operate, manage and control the collateral, to make all such repairs, replacements, alterations, additions and improvements to the same as it may deem proper, to sell all of the severed and extracted minerals included in the same, to demand, collect and retain all earnings, proceeds and other sums due or to become due with respect to the collateral, accounting for and applying to the payment of the indebtedness only the net earnings arising therefrom after charging against the receipts therefrom all costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at the Default Rate, as fully and effectually as if the Bank was the absolute owner of the collateral and without any liability to the Company in connection therewith.

Paragraph 5.6. Upon the occurrence of any Event of Default, or at any time thereafter during which such Event of Default is continuing, the Bank, in lieu of or in addition to exercising any other power hereby granted, may, without notice, demand, or declaration of default, which are hereby waived by the Company except as expressly provided herein or in the credit Agreement, proceed by an action or actions in equity or at law for the seizure and sale of the collateral or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the foreclosure or sale of the collateral or any part thereof under the judgment or decree of any court of competent jurisdiction, for the appointment of a receiver pending any foreclosure hereunder or the sale of the collateral or any part thereof, or for the enforcement of any other appropriate equitable or legal remedy.

Paragraph 5.7. Upon the occurrence of any Event of Default, or at any time thereafter during which such Event of Default is continuing, the Bank may require the Company to assemble the personal property included in the collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably covenant to all parties. If notice is required by applicable law, thirty (30) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to the Company. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market. If the Bank reasonably believes that the Securities Act of 1933, or any other State or Federal law, prohibits or restricts the customary manner of sale or distribution of any of such property, the Bank may sell such property privately, or in any other manner reasonably deemed advisable by the Bank, at such price or prices as the Bank determines in its reasonable discretion. The Company recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by the Bank may result in a lower sales price than if the sale were otherwise held.

Paragraph 5.8. Upon the occurrence of any Event of Default, or at any time thereafter during which such Event of Default is continuing, the Bank, with or without entry, personally or by its agents or attorneys, insofar as applicable, shall have the power and authority to invoke the power of sale, which is hereby granted to the Trustee. The Bank shall give written notice to the Trustee of its election to invoke the power of sale. The Trustee shall give such notice to the Company of the Company's rights as is provided by law. The Trustee shall advertise the time and place of the sale of the real property included in the collateral in such manner as is required by law and shall mail copies of such notice of sale to the Company and other persons as prescribed by law. After the lapse of such time as may be required by law, the Trustee, without demand on the Company, shall sell the real property included in the collateral at public auction to the highest bidder for cash at the time and place and in one or more parcels as the Trustee may think best and in such order as the Trustee may determine. The Company may become a purchaser at such sale. The Bank may become a purchaser at any such sale and shall have the right to credit the amount of its bid to the amount due to it. It shall not be obligatory upon any purchaser at any such sale to see to the proper application of the purchase money. The Bank shall be entitled to a receiver for the real property included in the collateral upon or at any time after the election to invoke the power of sale, and shall be entitled to such receiver without notice and without regard to the solvency of the Company at the time of the application for

the appointment of such receiver, and without regard to the then value of the real property included in the collateral.

Paragraph 5.9. Subject to any right of redemption by the Company, any sale of the collateral, or any part thereof, pursuant to the provisions of this Section 5 will operate to divest all right, title, interest, claim and demand of the Company in and to the property sold. Nevertheless, if requested by the Trustee or the Bank so to do, the Company shall join in the execution, acknowledgment and delivery of all proper instruments necessary for the conveyance, assignment and transfer of the property so sold. Any purchaser at a foreclosure sale will receive immediate possession of the property purchased, and the Company agrees that if the Company retains possession of the property or any part thereof subsequent to such sale, the Company will be considered a tenant at sufferance of the purchaser, and will, if the Company remains in possession after demand to remove, be guilty of unlawful detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

Paragraph 5.10. The liens and rights created and granted hereby shall not affect or be affected by any other security taken by the Bank for the same debts or any part thereof. The Company shall have and assert no rights, under any statute or rule of law pertaining to the marshalling of assets, the exemption of homestead, the administration of estates of decedents, or other matters whatever, to defeat, reduce or affect the rights of the Bank under the terms of this Deed of Trust, to a sale of the collateral for the collection of the indebtedness or the right of the Bank, under the terms of this Deed of Trust, to the payment of the indebtedness out of the proceeds of the sale of the collateral in preference to every other person and claimant whatever.

Paragraph 5.11. The proceeds of any sale of the collateral or any part thereof made pursuant to this Section shall be applied as follows:

(a) First, to the payment of all out-of-pocket costs and expenses incident to the enforcement of this instrument, including, but not limited to, a reasonable compensation to the attorneys for the Bank;

(b) Second, to the payment of the indebtedness; and

(c) Third, the remainder, if any, to be paid to the

Company.

Paragraph 5.12. If an Event of Default shall occur hereunder, the Company will, upon request of the Bank, execute and deliver to such person or persons as may be designated by the Bank appropriate powers of attorney to act for and on behalf of the Company in all transactions with the Bureau of Indian Affairs, Bureau of Land Management of the Department of the Interior, or any other agency or department of the United States of America and the State of Nevada relating to any of the Collateral.

Paragraph 5.13. Should a conflict arise between the provisions of this Agreement and applicable Nevada law, Nevada law shall prevail.

SECTION 6: MISCELLANEOUS PROVISIONS

Paragraph 6.1. All options, powers, remedies and rights herein granted to the Bank are continuing, cumulative and not exclusive, and the failure to exercise any such option, power, remedy or right upon a particular default or breach, or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option, power, remedy or right with respect to the indebtedness secured hereby after its due date. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time. Any and all covenants in this Deed of Trust may, from time to time, by instrument in writing signed by the Bank, be waived to such extent and in such manner as the Bank may desire, but no such waiver shall ever affect or impair the Bank's rights hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this Deed of Trust must be in writing and signed by the Bank.

Paragraph 6.2. No release from the lien of this Deed of Trust on any part of the Collateral shall in any way alter, vary or diminish the force, effect or lien of this Deed of Trust on the balance of the Collateral.

Paragraph 6.3. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Bank in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provisions hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to the statutes or laws of a state in which no part of the collateral is situated shall be deemed to be inapplicable to, and not used in, the interpretation hereof.

Paragraph 6.4. This Deed of Trust is made with full substitution and subrogation of the Trustee or the Bank in and to all covenants and warranties by others heretofore given or made in respect of the collateral or any part thereof.

Paragraph 6.5. No provision of this Deed of Trust shall be construed to impose upon the Trustee or the Bank a duty to perform any of the covenants and obligations of the borrowers.

Paragraph 6.6. This Deed of Trust will be deemed to be, and may be enforced from time to time as, an assignment, chattel mortgage, contract or security agreement, and from time to time as any one or more thereof as is appropriate under applicable state law.

Paragraph 6.7. All recording references in Schedule A are to the real property records of the county in which the Lands are located. The property described in Schedule A covers all Minerals in and under the Lands described in Schedule A.

Paragraph 6.8. This Deed of Trust may be executed in several original counterparts and each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Paragraph 6.9. All deliveries hereunder shall be deemed to have been duly made if actually delivered, or if mailed by registered or certified mail, postage prepaid, to the addresses set forth in the Credit Agreement. Each party may, by written notice so delivered to the other, change the address to which delivery shall thereafter be made.

Paragraph 6.10. The Bank may appoint a successor trustee at any time to execute the trust created by this Deed of Trust by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee in conformance with applicable state law. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

Paragraph 6.11. The terms, provisions, covenants and conditions hereof shall bind and inure to the benefit of the respective successors and assigns of the Company, of the Trustee and of the Bank.

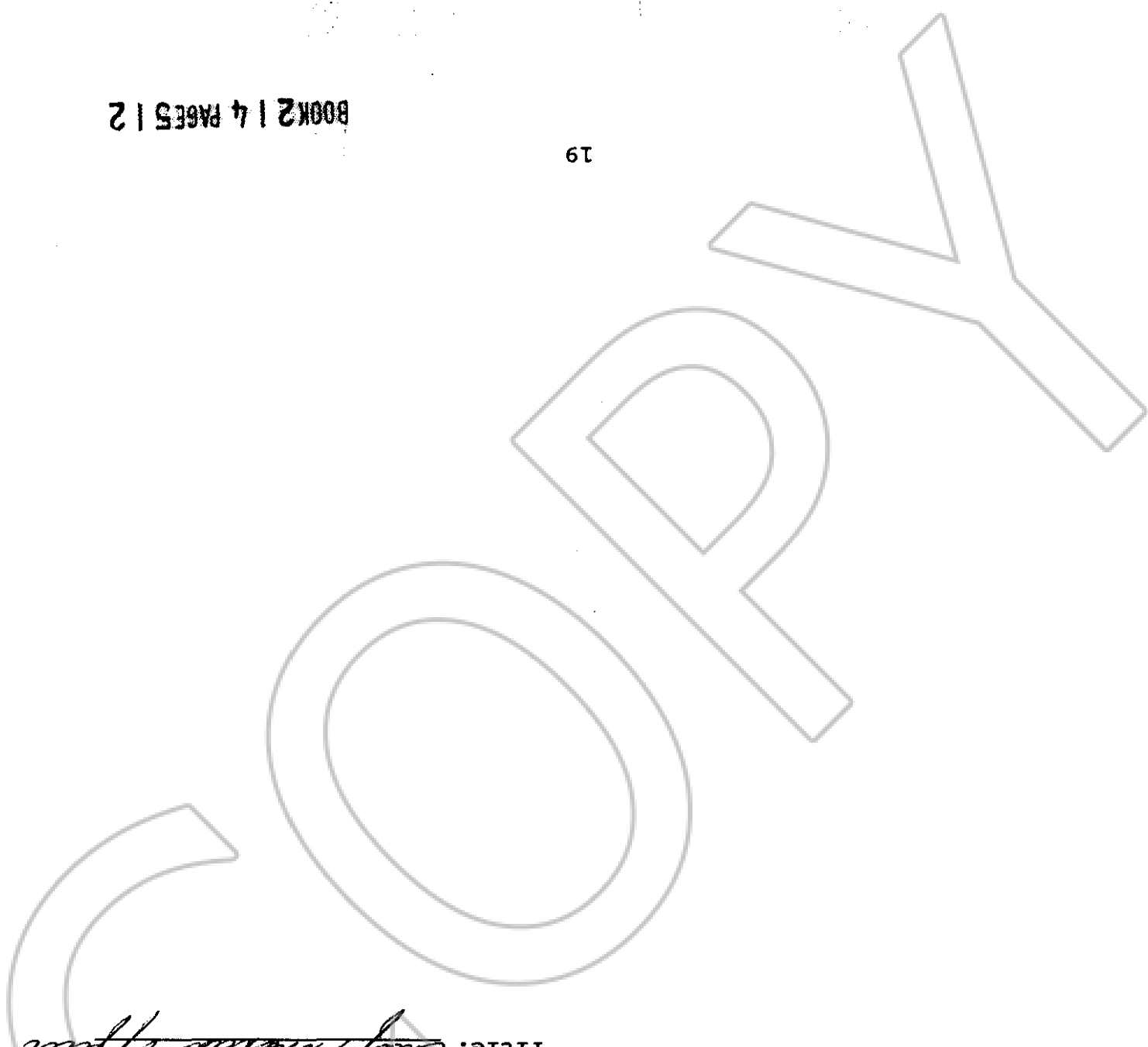
Paragraph 6.12. Time is of the essence of this Deed of Trust.

Paragraph 6.13. If suit or action is instituted, or if nonjudicial action is taken, to enforce or interpret any provision of this Deed of Trust, the prevailing party shall be entitled to recover from the other party its expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and expenses (including fees of paralegals and allocated costs of staff counsel) whether incurred at trial, on appeal or review or in connection with nonjudicial action. IN WITNESS WHEREOF, the Company has caused this Deed of Trust to be duly executed by its duly authorized officers, all as of the day and year first above-written.

ATLAS GOLD MINING INC.,
a Nevada Corporation

By: *[Signature]*

Title: *Chief Financial Officer*



ACKNOWLEDGMENT

STATE OF COLORADO

CITY AND COUNTY OF DENVER

ss.

on this 2nd day of October, 1989, Robert A. Sherman

, personally appeared before me, a notary public, who acknowledged that he executed the above instrument as Chief Financial Officer of Atlas Gold Mining Inc.

WITNESS my hand and official seal.

My commission expires: 1/18/94.



H:\PAR\AGMT\1037

Notary Public

Engrid E. Tronsrue

SCHEDULE A

The following patented and unpatented lode and millsite claims located in Eureka County, Nevada:

Claim Name	Section	Typ	Rge	Date of Location	Book	Page	Serial No.
Jasper 282A	22, 23	22N	49E	6/7/84	125	074	NMC 314799
First Amendment				135			
Jasper 283	23, 26	22N	49E	12/5/83	120	076	NMC 296401
First Amendment				135			
Jasper 283A	23	22N	49E	3/21/85	135		NMC 339282
Jasper 284	23	22N	49E	12/5/83	120	588	NMC 296402
First Amendment				141			
Jasper 285	23, 26	22N	49E	12/5/83	120	080	NMC 296403
First Amendment				135			
Jasper 286	23	22N	49E	12/5/83	120	589	NMC 296404
First Amendment				141			
Jasper 287	23, 26	22N	49E	12/5/83	120	082	NMC 296405
First Amendment				135			
Jasper 289	23, 26	22N	49E	12/5/83	120	084	NMC 296407
First Amendment				135			
Jasper 289A	23, 26	22N	49E	3/24/85	135		NMC 339283
Jasper 291	23, 26	22N	49E	12/5/83	120		NMC 296409
Jasper 293	23, 26	22N	49E	12/5/83	120		NMC 296411
Jasper 322	26	22N	49E	12/11/83	120	110	NMC 296439
First Amendment				135			
Jasper 323	26	22N	49E	12/11/83	120	112	NMC 296440
First Amendment				135			
Jasper 323A	27	22N	49E	3/24/85	135		NMC 339285
Jasper 324	26	22N	49E	12/4/83	120		NMC 296441
Jasper 326	26	22N	49E	12/4/83	120		NMC 296443

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Claim Name	Date of Location	Section	Typ	R&E	BLM Serial No.	Recording Book/Page
WI47	6/26/86	33,34	23N	50E	NMC 375663	147 399
WI47 Amended	6/19/87	33,34	23N	50E	NMC 423631	160 460
WI48	6/26/86	33	23N	50E	NMC 375664	147 400
WI48	6/26/86	33,34	23N	50E	NMC 375665	147 401
WI49 Amended	6/26/86	33	23N	50E	NMC 375666	147 402
WI50 Amended	6/26/86	33,34	23N	50E	NMC 375667	147 403
WI51 Amended	6/26/86	33	23N	50E	NMC 375668	147 404
WI52 Amended	6/26/86	33	23N	50E	NMC 375669	147 405
WI53 Amended	6/26/86	33,34	23N	50E	NMC 375670	147 406
WI54 Amended	6/26/86	33	23N	50E	NMC 375671	147 407
WI55	6/26/86	3,4	22,23N	50E	NMC 375672	147 408
WI55 Amended	6/26/86	4,33	22,23N	50E	NMC 375673	147 409
WI56 Amended	6/26/86	33,34	22,23N	50E	NMC 375674	147 410
WI57 Amended	6/26/86	3,4	22N	50E	NMC 375675	147 411
WI58	6/26/86	4	22N	50E	NMC 375676	147 412
WI58 Amended	6/26/86	3,4	22N	50E	NMC 375677	147 413
WI59 Amended	6/26/86	4	22N	50E	NMC 423632	160 461
WI59	6/26/86	4	22N	50E	NMC 375678	147 414
WI60 Amended	6/26/86	4	22N	50E	NMC 423633	160 462
WI61 Amended	6/26/86	3,4	22N	50E	NMC 375679	147 415
WI61A Amended	6/20/87	3,4	22N	50E		169 132
WI61A	6/20/87	4	22N	50E		169 133
WI62 Amended	6/20/87	4	22N	50E		169 134
WI62A Amended	6/26/86	3,4	22N	50E		169 135
WI63 Amended	6/26/86	4	22N	50E		169 136

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Claim Name	Date of Location	Section	Typ	Rge	BLM Serial No.	Recording Book/Page
WI64 Amended	6/26/86	4		22N	NMC 375680	147 416
WI65 Amended	6/26/86	3,4		22N	NMC 375681	147 417
WI66 Amended	6/26/86	4		22N	NMC 375682	147 418
WI67 Amended	6/26/86	3,4		22N	NMC 375683	147 419
WI68 Amended	6/26/86	4		22N	NMC 375684	147 420
WI69 Amended	6/26/86	3,4		22N	NMC 375685	147 421
WI70 Amended	6/26/86	4		22N	NMC 375686	147 422
WI71 Amended	6/26/86	4		22N	NMC 375688	147 424
WI72 Amended	6/26/86	4		22N	NMC 423637	160 466
WI73 Amended	6/26/86	9,10		22N	NMC 375690	147 426
WI74 Amended	6/21/87	4		22N	NMC 423638	160 467
WI75 Amended	6/26/86	4,9		22N	NMC 375705	147 441
WI76 Amended	6/26/86	3,4		23N	NMC 375706	147 442
WI77 Amended	6/26/86	3,4		23N	NMC 423639	160 468
WI78 Amended	6/26/86	3,4		23N	NMC 375707	147 443
WI79 Amended	6/26/86	3,4		23N	NMC 375708	147 444
WI80 Amended	6/26/86	3,4		23N	NMC 375709	147 445
WI81 Amended	6/26/86	3,4		23N	NMC 375710	147 446
WI82 Amended	6/26/86	3,4		23N	NMC 375711	147 447
WI83 Amended	6/26/86	3,4		23N	NMC 375712	147 448
WI84 Amended	6/26/86	3,4		23N	NMC 375712	160 441
WI85 Amended	6/26/86	3,4		23N	NMC 375711	160 440
WI86 Amended	6/26/86	3,4		23N	NMC 375712	160 439
WI87 Amended	6/26/86	3,4		23N	NMC 375710	160 438
WI88 Amended	6/26/86	3,4		23N	NMC 375709	160 437
WI89 Amended	6/26/86	3,4		23N	NMC 375708	160 436
WI90 Amended	6/26/86	3,4		23N	NMC 375707	160 435
WI91 Amended	6/19/87	3,4		23N	NMC 423639	160 434
WI92 Amended	6/26/86	3,4		23N	NMC 375708	160 433
WI93 Amended	6/26/86	3,4		23N	NMC 375709	160 432
WI94 Amended	6/26/86	3,4		23N	NMC 375710	160 431
WI95 Amended	6/26/86	3,4		23N	NMC 375711	160 430
WI96 Amended	6/26/86	3,4		23N	NMC 375712	160 429

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VI197	6/26/86	3,34	22,23N	50E	NMC 375713	147 449
VI197 Amended	6/26/86	3,34	22,23N	50E	NMC 375714	147 450
VI198	6/26/86	3	22N	50E	NMC 375715	147 451
VI198 Amended	6/26/86	3	22N	50E	NMC 375716	147 452
VI199	6/26/86	3	22N	50E	NMC 375717	147 453
VI199 Amended	6/26/86	3	22N	50E	NMC 375718	147 454
VI100	6/26/86	3	22N	50E	NMC 423640	160 469
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VI101	6/26/86	3	22N	50E	NMC 423641	160 471
VI101 Amended	6/26/86	3	22N	50E	NMC 375720	147 472
VI102	6/26/86	3	22N	50E	NMC 375721	147 473
VI102 Amended	6/26/86	3	22N	50E	NMC 375722	147 474
VI103	6/26/86	3	22N	50E	NMC 375723	147 475
VI103 Amended	6/26/86	3	22N	50E	NMC 375724	147 476
VI104	6/26/86	3	22N	50E	NMC 375725	147 477
VI104 Amended	6/26/86	3	22N	50E	NMC 375726	147 478
VI105	6/26/86	3	22N	50E	NMC 375727	147 479
VI105 Amended	6/26/86	3	22N	50E	NMC 375728	147 480
VI106	6/26/86	3	22N	50E	NMC 444541	167 481
VI106 Amended	6/26/86	3	22N	50E	NMC 375729	147 482
VI107	6/26/86	3	22N	50E	NMC 375730	147 483
VI107 Amended	6/26/86	3	22N	50E	NMC 444542	167 484
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VI112	6/26/86	3	22N	50E	NMC 375738	147 493
VI112 Amended	6/26/86	3	22N	50E	NMC 375739	147 494
VI113	6/26/86	3	22N	50E	NMC 375740	147 495
VI113 Amended	6/26/86	3	22N	50E	NMC 375741	147 496
VI114	6/26/86	3	22N	50E	NMC 375742	147 497
VI114 Amended	6/26/86	3	22N	50E	NMC 375743	147 498
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VI117	6/26/86	10	22N	50E	NMC 375748	147 503
VI117 Amended	6/26/86	10	22N	50E	NMC 375749	147 504
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VI145	6/26/86	10	22N	50E	NMC 375804	147 559
VI145 Amended	6/26/86	10	22N	50E	NMC 375805	147 560
VI146	6/26/86	10	22N	50E	NMC 375806	147 561
VI146 Amended	6/26/86	10	22N	50E	NMC 375807	147 562
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VI148	6/26/86	10	22N	50E	NMC 375810	147 565
VI148 Amended	6/26/86	10	22N	50E	NMC 375811	147 566
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VI160 Amended	6/26/86	10	22N	50E	NMC 375835	147 590
VI161	6/26/86	10	22N	50E	NMC 375836	147 591
VI161 Amended	6/26/86	10	22N	50E	NMC 375837	147 592
VI162	6/26/86	10	22N	50E	NMC 375838	147 593
VI162 Amended	6/26/86	10	22N	50E	NMC 375839	147 594
VI163	6/26/86	10	22N	50E	NMC 375840	147 595
VI163 Amended	6/26/86	10	22N	50E	NMC 375841	147 596
VI164	6/26/86	10	22N	50E	NMC 375842	147 597
VI164 Amended	6/26/86	10	22N	50E	NMC 375843	147 598
VI165	6/26/86	10	22N	50E	NMC 375844	147 599
VI165 Amended	6/26/86	10	22N	50E	NMC 375845	147 600
VI166	6/26/86	10	22N	50E	NMC 375846	147 601
VI166 Amended	6/26/86	10	22N	50E	NMC 375847	147 602
VI167	6/26/86	10	22N	50E	NMC 375848	147 603
VI167 Amended	6/26/86	10	22N	50E	NMC 375849	147 604
VI168	6/26/86	10	22N	50E	NMC 375850	147 605
VI168 Amended	6/26/86	10	22N	50E	NMC 375851	147 606
VI169	6/26/86	10	22N	50E	NMC 375852	147 607
VI169 Amended	6/26/86	10	22N	50E	NMC 37	

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VAH 31
VAH 33
VAH 35
VAH 37
VAH 39

Claim Name
Mineral Survey No. 5004
Patent No. 27-89-0038
Eureka County Recording Book Page 202 001

Claim Name	Date of Location	Section	Typ	Fee	Serial No.	BLM	Eureka County Recording Book/Page
WI158 Amended	7/1/86	3	22N	SOE	NMC 375774		147 510
WI159	7/1/86	2,3	22N	SOE	NMC 375775		147 511
WI159 Amended	7/1/86						176 490
WI160	7/1/86	3	22N	SOE	NMC 375776		147 512
WI160 Amended	7/1/86						176 491
WI160A	10/29/87	3	22N	SOE	NMC 451904		176 492
WI160A Amended	10/29/87						169 539
WI161	7/1/86	2,3	22N	SOE	NMC 375777		147 513
WI161 Amended	7/1/86						176 493
WI162	7/1/86	3	22N	SOE	NMC 375778		147 514
WI162 Amended	7/1/86						176 494
WI163	7/1/86	2,3,10,11	22N	SOE	NMC 375779		147 515
WI163 Amended	7/1/86						176 495
WI164	7/1/86	3,10	22N	SOE	NMC 375780		147 516
WI164 Amended	7/1/86						176 496
WI164A	10/29/87	3	22N	SOE	NMC 451905		169 540
WI164A Amended	10/29/87						176 482
WI165	7/1/86	10,11	22N	SOE	NMC 375781		147 517
WI165 Amended	7/1/86						176 497
WI166	7/1/86	10	22N	SOE	NMC 375782		147 518
WI166 Amended	7/1/86						176 498
WI167	7/1/86	10,11	22N	SOE	NMC 375783		147 519
WI167 Amended	7/1/86						176 499
WI168	7/1/86	10	22N	SOE	NMC 375784		147 520
WI168 Amended	7/1/86						176 500
WI169	7/1/86	10,11	22N	SOE	NMC 375785		147 521
WI169 Amended	7/1/86						176 501
WI170	7/1/86	10	22N	SOE	NMC 375786		147 522
WI170 Amended	7/1/86						176 502

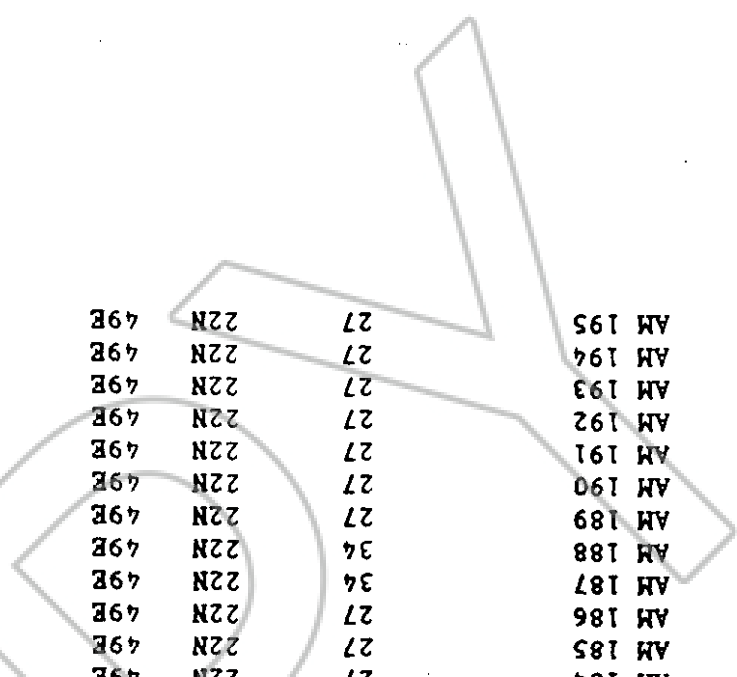
Claim Name	Section	Typ	Rge	Date of Location	Book	Page	Serial No.
AM 65	27	22N	49E	4/6/85	134	480	338635
AM 66	27	22N	49E	4/6/85	134	481	338636
AM 67	27	22N	49E	4/6/85	134	482	338637
AM 68	27	22N	49E	4/6/85	134	483	338638
AM 69	27	22N	49E	4/6/85	134	484	338639
AM 70	27	22N	49E	4/6/85	134	485	338640
AM 71	27	22N	49E	4/6/85	134	486	338641
AM 72	27	22N	49E	4/6/85	134	487	338642
AM 73	27	22N	49E	4/6/85	134	488	338643
AM 74	27	22N	49E	4/6/85	134	489	338644
AM 75	27	22N	49E	4/6/85	134	490	338645
AM 76	27	22N	49E	4/6/85	134	491	338646
AM 77	27	22N	49E	4/6/85	134	492	338647
AM 78	27	22N	49E	4/6/85	134	493	338648
AM 79	27	22N	49E	4/6/85	134	494	338649
AM 80	27	22N	49E	4/6/85	134	495	338650
AM 81	27	22N	49E	4/6/85	134	496	338651
AM 82	27	22N	49E	4/6/85	134	497	338652
AM 83	27	22N	49E	4/6/85	134	498	338653
AM 84	27	22N	49E	4/6/85	134	499	338654
AM 85	27	22N	49E	4/6/85	134	500	338655
AM 86	27	22N	49E	4/6/85	134	501	338656
AM 87	27	22N	49E	4/6/85	134	502	338657
AM 88	27	22N	49E	4/6/85	134	503	338658
AM 89	27	22N	49E	4/6/85	134	504	338659
AM 90	27	22N	49E	4/6/85	134	505	338660
AM 91	27	22N	49E	4/6/85	134	506	338661
AM 92	27	22N	49E	4/6/85	134	507	338662
AM 93	27	22N	49E	4/6/85	134	508	338663
AM 94	27	22N	49E	4/6/85	134	509	338664
AM 95	27	22N	49E	4/6/85	134	510	338665
First Amendment							
AM 96	27	22N	49E	4/6/85	134	511	338666
AM 97	27	22N	49E	4/6/85	134	512	338667
AM 98	27	22N	49E	4/6/85	134	513	338668
AM 99	27	22N	49E	4/6/85	134	514	338669
First Amendment							
AM 100	27	22N	49E	4/6/85	134	515	338670
AM 101	27	22N	49E	4/6/85	134	516	338671
AM 102	27	22N	49E	4/6/85	134	517	338672

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Claim Name	Section	Typ	Rate	Date of Location	Book	Page	Serial No.
AM 103	27	22N	49E	4/6/85	134	518	338673
AM 104	27	22N	49E	4/6/85	134	519	338674
AM 105	27	22N	49E	4/6/85	134	520	338675
AM 106	27	22N	49E	4/6/85	134	521	338676
AM 110	27	22N	49E	4/6/85	134	525	338680
AM 111	27	22N	49E	4/6/85	134	526	338681
AM 112	27	22N	49E	4/6/85	134	527	338682
AM 113	27	22N	49E	4/6/85	134	528	338683
AM 114	27	22N	49E	4/6/85	134	529	338684
AM 118	27	22N	49E	4/6/85	134	533	338688
AM 119	27	22N	49E	4/6/85	134	534	338689
AM 120	27	22N	49E	4/6/85	134	535	338690
AM 121	27	22N	49E	4/6/85	134	536	338691
AM 122	27	22N	49E	4/6/85	134	537	338692
AM 123	27	22N	49E	4/6/85	134	538	338693
AM 124	27	22N	49E	4/6/85	134	539	338694
AM 125	27	22N	49E	4/6/85	134	540	338695
AM 126	27	22N	49E	4/6/85	134	541	338696
AM 127	27	22N	49E	4/6/85	134	542	338697
AM 128	27	22N	49E	4/6/85	134	543	338698
AM 129	27	22N	49E	4/6/85	134	544	338699
AM 130	27	22N	49E	4/6/85	134	545	338700
AM 131	27	22N	49E	4/6/85	134	546	338701
AM 132	27	22N	49E	4/6/85	134	547	338702
AM 133	27	22N	49E	4/6/85	134	548	338703
AM 134	27	22N	49E	4/6/85	134	549	338704
AM 135	27	22N	49E	4/6/85	134	550	338705
AM 136	27	22N	49E	4/6/85	134	551	338706
AM 137	27	22N	49E	4/6/85	134	552	338707
AM 138	27	22N	49E	4/6/85	134	553	338708
AM 139	27	22N	49E	4/6/85	134	554	338709
AM 140	27	22N	49E	4/6/85	134	555	338710
AM 141	27	22N	49E	4/6/85	134	556	338711
AM 142	27	22N	49E	4/6/85	134	557	338712
AM 143	27	22N	49E	4/6/85	134	558	338713
AM 144	27	22N	49E	4/6/85	134	559	338714
AM 145	27	22N	49E	4/6/85	134	560	338715
AM 146	27	22N	49E	4/6/85	134	561	338716
AM 147	27	22N	49E	4/6/85	134	562	338717
AM 148	27	22N	49E	4/6/85	134	563	338718
AM 149	27	22N	49E	4/6/85	134	564	338719
AM 150	27	22N	49E	4/6/85	134	565	338720
AM 151	27	22N	49E	4/6/85	134	566	338621

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Claim Name	Section	Typ	Rge	Date of Location	Book	Page	Serial No.
AM 152	27	22N	49E	4/6/85	136	567	338722
AM 153	27	22N	49E	4/6/85	134	568	338723
AM 154	27	22N	49E	4/6/85	134	569	338724
AM 155	28	22N	49E	5/8/85	136	037	340362
AM 156	28	22N	49E	5/8/85	136	038	340363
AM 157	28	22N	49E	5/8/85	136	039	340364
AM 158	28	22N	49E	5/8/85	136	040	340365
AM 159	28	22N	49E	5/8/85	136	041	340366
AM 160	28	22N	49E	5/8/85	136	042	340367
AM 161	27	22N	49E	5/8/85	136	043	340368
AM 163	27	22N	49E	5/8/85	136	045	340370
AM 164	27	22N	49E	5/8/85	136	046	340371
AM 165	27	22N	49E	5/8/85	136	047	340372
AM 166	28	22N	49E	5/8/85	136	048	340373
AM 167	28	22N	49E	5/8/85	136	049	340374
AM 168	28	22N	49E	5/8/85	136	050	340375
AM 169	27	22N	49E	5/8/85	136	051	340376
AM 170	27	22N	49E	5/8/85	136	052	340377
AM 171	27	22N	49E	5/8/85	136	053	340378
AM 172	27	22N	49E	5/8/85	136	054	340379
AM 173	27	22N	49E	5/8/85	136	055	340380
AM 174	27	22N	49E	5/8/85	136	056	340381
AM 175	27	22N	49E	5/8/85	136	057	340382
AM 176	27	22N	49E	5/8/85	136	058	340383
AM 177	28	22N	49E	5/8/85	136	059	340384
AM 178	28	22N	49E	5/8/85	136	060	340385
AM 179	27	22N	49E	5/8/85	136	061	340386
AM 180	27	22N	49E	5/8/85	136	062	340387
AM 181	27	22N	49E	5/8/85	136	063	340388
AM 182	27	22N	49E	5/8/85	136	064	340389
AM 183	27	22N	49E	5/8/85	136	065	340390
AM 184	27	22N	49E	5/8/85	136	066	340391
AM 185	27	22N	49E	5/8/85	136	067	340392
AM 186	27	22N	49E	5/8/85	136	068	340393
AM 187	34	22N	49E	5/8/85	136	069	340394
AM 188	34	22N	49E	5/8/85	136	070	340395
AM 189	27	22N	49E	5/8/85	136	071	340396
AM 190	27	22N	49E	5/8/85	136	072	340397
AM 191	27	22N	49E	5/8/85	136	073	340398
AM 192	27	22N	49E	5/8/85	136	074	340399
AM 193	27	22N	49E	5/8/85	136	075	340400
AM 194	27	22N	49E	5/8/85	136	076	340401
AM 195	27	22N	49E	5/8/85	136	077	340402



Claim Name	Section	Typ	Fee	Date of Location	Book	Page	BLM Serial No.
AM 196	27	22N	49E	5/8/85	136	078	340403
AM 197	34	22N	49E	5/8/85	136	079	340404
AM 198	34	22N	49E	5/8/85	136	080	340405
AM 199	34	22N	49E	5/8/85	136	081	340406
AM 200	27	22N	49E	5/8/85	136	082	340407
AM 201	27	22N	49E	5/8/85	136	083	340408
AM 202	27	22N	49E	5/8/85	136	084	340409
AM 203	27	22N	49E	5/8/85	136	085	340410
AM 204	27	22N	49E	5/8/85	136	086	340411
AM 205	34	22N	49E	5/8/85	136	087	340412
AM 206	34	22N	49E	5/8/85	136	088	340413
AM 207	34	22N	49E	5/8/85	136	089	340414
AM 208	34	22N	49E	5/8/85	136	090	340415
AM 210	22	22N	49E	8/23/85	139	006	348562
AM 211	27	22N	49E	8/23/85	139	007	348563
AM 212	26	22N	49E	8/23/85	139	008	348564
AM 213	26	22N	49E	8/23/85	139	009	348565
AM 214	26	22N	49E	8/23/85	139	010	348566
AM 215	27	22N	49E	3/26/86	143	157	363945
AM 216	27	22N	49E	3/26/86	143	199	363946
AM 217	27	22N	49E	3/26/86	143	201	363947
AM 218	27	22N	49E	3/26/86	143	202	363948
AM 219	27	22N	49E	3/26/86	143	203	363949
AM 220	27	22N	49E	3/26/86	143	204	363950
AM 221	27	22N	49E	3/26/86	143	205	363951

2. Patented Minerals

Claim Name	Mineral Survey No.	Patent No.	Book	Page
AM 107	5005	27-89-0038	202	001
AM 108	5005			
AM 109	5005			
AM 115	5005			
AM 116	5005			
AM 117	5005			
AM 162	5006			
AM 209	5007			

Claim Name	Date of Location	Section	Typ	Rse	BLM Serial No.	Book	Page
PM 1	09/30/89	33,34	23 N	50 E	NMC 579995	205	590
PM 2	09/30/89	34	23 N	50 E	NMC 579996	205	591
PM 3	09/30/89	33	23 N	50 E	NMC 579997	205	592
PM 4	09/30/89	33	23 N	50 E	NMC 579998	205	593
PM 5	09/30/89	33	23 N	50 E	NMC 579999	205	594
PM 6	09/30/89	33,34	23 N	50 E	NMC 580000	205	595
PM 7	09/30/89	34	23 N	50 E	NMC 580001	205	596
PM 8	09/30/89	34	23 N	50 E	NMC 580002	205	597
PM 9	09/30/89	34	23 N	50 E	NMC 580003	205	598
PM 10	09/30/89	34	23 N	50 E	NMC 580004	205	599
PM 11	09/30/89	33	23 N	50 E	NMC 580005	205	600
PM 12	09/27/89	4	22 N	50 E	NMC 580006	206	001
PM 13	09/27/89	4	22 N	50 E	NMC 580007	206	002
PM 14	09/27/89	4	22 N	50 E	NMC 580008	206	003
PM 15	09/27/89	4	22 N	50 E	NMC 580009	206	004
PM 16	09/30/89	3,34	22 N	50 E	NMC 580010	206	005
PM 17	09/30/89	3,34	22 E	50 E	NMC 580011	206	006
PM 18	09/30/89	3	22 N	50 E	NMC 580012	206	007
PM 19	09/30/89	3	22 N	50 E	NMC 580013	206	008
PM 20	09/25/89	4	22 N	50 E	NMC 580014	206	009
PM 21	09/25/89	4	22 N	50 E	NMC 580015	206	010
PM 22	09/25/89	4	22 N	50 E	NMC 580016	206	011
PM 23	09/25/89	4	22 N	50 E	NMC 580017	206	012
PM 24	09/27/89	4	22 N	50 E	NMC 580018	206	013
PM 25	09/27/89	4	22 N	50 E	NMC 580019	206	014
PM 26	09/27/89	4	22 N	50 E	NMC 580020	206	015
PM 27	09/27/89	4	22 N	50 E	NMC 580021	206	016
PM 28	09/27/89	4,9	22 N	50 E	NMC 580022	206	017
PM 29	09/28/90	4	22 N	50 E	NMC 580023	206	018
PM 30	09/28/90	4	22 N	50 E	NMC 580024	206	019
PM 31	09/28/90	4	22 N	50 E	NMC 580025	206	020
PM 32	09/28/90	4	22 N	50 E	NMC 580026	206	021
PM 33	09/27/89	4	22 N	50 E	NMC 580027	206	022
PM 34	09/27/89	4	22 N	50 E	NMC 580028	206	023
PM 35	09/27/89	4,9	22 N	50 E	NMC 580029	206	024
PM 36	09/26/89	4,9	22 N	50 E	NMC 580030	206	025
PM 37	09/27/89	9	22 N	50 E	NMC 580031	206	026
PM 38	09/26/89	9	22 N	50 E	NMC 580032	206	027

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Claim Name Date of Location Section Typ Reg BLM Serial No. Book Recording Page

PM 39	10/01/89	3	22 N	50 E	NMC 580033	206	028
PM 40	10/01/89	3	22 N	50 E	NMC 580034	206	029
PM 41	10/01/89	3	22 N	50 E	NMC 580035	206	030
PM 42	10/01/89	3	22 N	50 E	NMC 580036	206	031
PM 43	10/02/89	3	22 N	50 E	NMC 580037	206	032
PM 44	10/01/89	3	22 N	50 E	NMC 580038	206	033
PM 45	10/01/89	3	22 N	50 E	NMC 580039	206	034
PM 46	10/01/89	3	22 N	50 E	NMC 580040	206	035
PM 47	10/01/89	3	22 N	50 E	NMC 580041	206	036
PM 48	10/02/89	3	22 N	50 E	NMC 580042	206	037
PM 49	10/01/89	3	22 N	50 E	NMC 580043	206	038
PM 73	09/22/89	10	22 N	50 E	NMC 580044	206	039
PM 74	09/22/89	10	22 N	50 E	NMC 580045	206	040
PM 75	09/23/89	10	22 N	50 E	NMC 580046	206	041
PM 76	09/22/89	10	22 N	50 E	NMC 580047	206	042
PM 77	09/22/89	10	22 N	50 E	NMC 580048	206	043
PM 78	09/23/89	10	22 N	50 E	NMC 580049	206	044
PM 79	09/21/89	10	22 N	50 E	NMC 580050	206	045
PM 80	09/22/89	10	22 N	50 E	NMC 580051	206	046
PM 81	09/22/89	10	22 N	50 E	NMC 580052	206	047
PM 82	09/23/89	10	22 N	50 E	NMC 580053	206	048
PM 83	09/21/89	10	22 N	50 E	NMC 580054	206	049
PM 84	09/22/89	10	22 N	50 E	NMC 580055	206	050
PM 85	09/22/89	10	22 N	50 E	NMC 580056	206	051
PM 86	09/23/89	10	22 N	50 E	NMC 580057	206	052
PM 87	09/21/89	10	22 N	50 E	NMC 580058	206	053
PM 88	09/21/89	10	22 N	50 E	NMC 580059	206	054
PM 89	09/22/89	10	22 N	50 E	NMC 580060	206	055
PM 90	09/23/89	10	22 N	50 E	NMC 580061	206	056
PM 91	09/23/89	10	22 N	50 E	NMC 580062	206	057
PM 92	09/22/89	10	22 N	50 E	NMC 580063	206	058
PM 93	09/23/89	10	22 N	50 E	NMC 580064	206	059
PM 94	09/24/89	10	22 N	50 E	NMC 580065	206	060
PM 95	09/24/89	10	22 N	50 E	NMC 580066	206	061
PM 96	09/25/89	10	22 N	50 E	NMC 580067	206	062
PM 97	09/25/89	10	22 N	50 E	NMC 580068	206	063
PM 98	09/25/89	10	22 N	50 E	NMC 580069	206	064
PM 99	09/24/89	10	22 N	50 E	NMC 580070	206	065
PM 100	09/25/89	10	22 N	50 E	NMC 580071	206	066
PM 101	09/25/89	10	22 N	50 E	NMC 580072	206	067
PM 102	09/24/89	10, 11	22 N	50 E	NMC 580073	206	068
PM 103	09/25/89	10	22 N	50 E	NMC 580074	206	069
PM 104	09/25/89	10	22 N	50 E	NMC 580075	206	070
PM 105	09/25/89	10	22 N	50 E	NMC 580076	206	071
PM 106	09/24/89	10	22 N	50 E	NMC 580077	206	072
PM 107	09/25/89	10	22 N	50 E	NMC 580078	206	073

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WATER RIGHTS

AMOUNT

PERMIT NUMBER

1.0 cfs

State of Nevada
Permit No. 48444

1.0 cfs

State of Nevada
Permit No. 49162

1.0 cfs

State of Nevada
Permit No. 51918

1.0 cfs

State of Nevada
Permit No. 51919

1.0 cfs

State of Nevada
Permit No. 52196

1.0 cfs

State of Nevada
Permit No. 52197

The total combined duty of water under Permit Nos. 48444, 49162, 51918, 51919, 52196, and 52197 shall not exceed 396.8 million gallons annually.

EQUIPMENT LIST

SCHEDULE B

Unit No.	Hours	Year	Maint Code	Make	Model	Serial Number
101 B01		1985	B51	REEDRILL	SK-25HP	1060355
102 B02			B52	I.R. DRILL	DM-30	2864
B03		1988	B53	REED	SK40	1062553
B04		1975	C51	AIRTRACK	350 I.R.	105207
201 C01		1975	C51	KENWORTH	HUSTLER	20240681-
C02			C52	POWDER	UH30	780-0145
301 D01			D51	HITACHI	EX1000	1005
302 D02		1989	D52	HITACHI	EX1800	182-0145
312 D04			D54	KOMATSU	WA600	10108
D05		1989	D55	CAT	992C	4921469
311			850	CAT	980	63X561
321			850	HOUGH	660	2093
322			850	ALLIS CHALMERS	745B	96M02434
323			850	ALLIS CHALMERS	545B	21006924
314			851	KOMATSU	WA600	10107
325			850	BOBCAT	CLARK 731	5006M-11001
326		1987	850	DYNALIFT	5184	JC08301
327			850	CASE BACKHOE	580	80-3-8299408
328		1980	999	CAT FORKLIFT	V60	87M2141
329			850	BOBCAT	CLARK 731	99F5108
401 E01		1975	E51	CATERPILLER	769B	99F5108
402 E02		1975	E52	CATERPILLER	769B	99F5544
403 E03		1975	E53	CATERPILLER	769B	99F5549
404 E04		1975	E54	CATERPILLER	769B	99F5556
405 E05		1975	E55	CATERPILLER	769B	99F6939
406 E06		1988	E56	DRESSER	210M	23611
407 E07		1988	E57	DRESSER	210M	23610
408 E08		1988	E58	DRESSER	210M	23623
409 E09		1988	E59	DRESSER	210M	23624
E10		1989	E60	CATERPILLER	777B	4YCO0949
E11		1989	E61	CATERPILLER	777B	4YCO1003
E12		1989	E62	CATERPILLER	777B	4YCO1008
E14		1989	E64	CATERPILLER	777B	4YCO1009
E15		1989	E65	CATERPILLER	777B	4YCO1262
E16		1989	E66	CATERPILLER	777B	4YCO1263
E17		1989	E67	CATERPILLER	777B	4YCO1269
E18		1989	E68	CATERPILLER	777B	4YCO1270
501 F01		1981	F51	KOMATSU	D355A	3089
502 F02			F52	CATERPILLER	D8H	46A5305
503 F03			F53	CATERPILLER	D6C	69J1317
504 F04		1987	F54	DRESSER	TD40	816
505 F05		1988	F55	CATERPILLER	824C	85X1189
506 F06		1989	F56	CATERPILLER	D8N	9T603653
521 F10			F60	CATERPILLER	140G	72V534
522 F11		1988	F61	KOMATSU	GD725-1	50009
F12		1989	F62	GRADER	W9247	130932
531 F21			F71	KENWORTH	50B	21343
532 F22			F72	WATER WABCO		

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Serial Number	Model	Make	Maint Code	Year	Hours	Unit No.
R80DV889762	LT800	FORD	Q51	1976		91 Q51
(TRUCK 1976) FS10C0483124 (BODY 1983) CCE618V44010	C60	CHEVY	Q52	1978		92 Q52
		DROT CRANE	Q53			93 Q53
		CHEVY	Q54	1970		94 Q54
5301P1346	C50	HUBER CRANE	850			95

OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
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Bank of America
 90 OCT -3 P1:29

EUREKA COUNTY, CALIFORNIA
 H.M. REBAL/ATL. REORDER
 FILE NO. 133793
 FEE \$38.00

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