

WHEN RECORDED RETURN TO:
Hill, Cassas, de Lipkau & Erwin
P. O. Box 2790
Reno, NV 89505

137403

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 5th day of August, 1991, between GEXA GOLD CORPORATION, a Nevada corporation (hereinafter referred to as "Grantor"), FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation (hereinafter referred to as "Trustee"), and JUSTIN L. RICE, (hereinafter referred to as "Beneficiary"),

WITNESSETH:

WHEREAS, Grantor is indebted to Beneficiary as evidenced by a certain Promissory Note in the sum of ONE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$161,400), lawful money of the United States of America, and has agreed and by these presents does agree to pay said Beneficiary the same with interest thereon according to the terms of those certain Promissory Notes, executed and delivered therefor by Grantor to Beneficiary.

NOW, THEREFORE, Grantor, for the purpose of securing the payment of said Promissory Notes and principal and interest and other amounts set forth therein, and also of all other monies herein agreed or provided to be paid by Grantor, or which may be paid out or advanced by Beneficiary or Trustee under the provisions of this instrument, with interest in each case, grants unto the Trustee all that certain real property situate, lying and being in the County of Eureka, State of Nevada, and more particularly described in Exhibit "A" attached hereto.

TOGETHER WITH, all and singular, the tenements, water rights, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

This Second Deed of Trust will be and is security for payment in lawful money of the United States of America of any and all additional or future advances or loans which may be made by Beneficiary to Grantor, and any and all monies that may hereafter become due and payable from Grantor to Beneficiary, for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary howsoever evidenced.

Grantor expressly covenants and agrees that at all times during the term hereof it will keep and maintain the above described real property and any buildings and improvements located thereon in a good state of repair and, further, that it will not make any alterations to said buildings or improvements which would in any way reduce or impair or tend to reduce or impair the value of the property transferred hereunder.

Grantor expressly covenants and agrees to pay all reconveyance fees charged by the aforesaid Trustee at the times of payment of the indebtedness secured hereby.

The following covenants and being Covenant No. 1; Covenant No. 2, \$-0-; Covenant No. 3; Covenant No. 4, (per Promissory Notes); Covenant No. 5; Covenant No. 6;

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Covenant No. 7, (per Promissory Notes); Covenant No. 8; and Covenant No. 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Second Deed of Trust.

In the event a default should occur hereunder, Beneficiary shall be entitled at any time, at its option, to enter upon and take possession of said premises, or any part thereof, and to do and perform such acts of repair or protection as may be necessary or proper to conserve the value thereof, and to rent or lease the same, or any part thereof, for such rental term and upon such conditions as its judgment may dictate, and to collect land, receive the rents, issues and profits thereof, which said rents, issues and profits, present and future, are hereby assigned to Beneficiary as further security, but which assignment Beneficiary agrees not to enforce so long as Grantor is not in default hereunder.

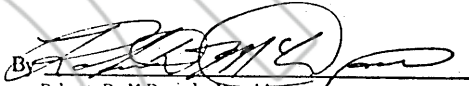
This Second Deed of Trust is executed by Grantor and accepted by Beneficiary with the understanding and upon the express condition that if Grantor should make default in the performance by it of any of the covenants and agreements herein set forth, then and in that event, the full amount of the principal indebtedness secured hereby shall forthwith be and become wholly due and payable, at the option of Beneficiary, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Notes secured hereby.

Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

This Second Deed of Trust is expressly made subject to that certain Deed of Trust dated September 18, 1990 between GEXA Gold Corporation as Grantor, First American Title Company of Nevada as Trustee, and Cocur d'Alenc Mines Corporation as Beneficiary, recorded October 4, 1990, in Book 214 at Page 574 as Document No. 133841.

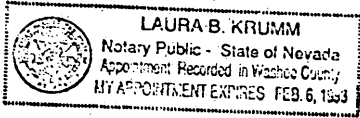
IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

GEXA GOLD CORPORATION

By 
Robert D. McDougall, President

STATE OF NEVADA)
) :ss:
COUNTY OF WASHOE)

On this 22nd day of August, 1991, personally appeared before me, a Notary Public, ROBERT D. MCDUGAL, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he is the President of GEXA GOLD CORPORATION and that he executed the foregoing instrument on behalf of said company.



Laura B. Kallfleiter
Notary Public

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EXHIBIT A

Those certain unpatented mining claims situated in Eureka County, Nevada and more particularly described as follows:

Claim Name	No. County File		BLM File
	Book	Page	
SD	1	107 302	259861
SD	2	107 303	259862
SD	3	107 304	259863
SD	4	107 305	259864
SD	5	107 306	259865
SD	6	107 307	259866
SD	7	107 308	259867
SD	8	107 309	259868
SD	9	107 310	259869
SD	10	107 311	259870
SD	11	107 312	259871
SD	12	107 313	259872
SD	13	107 314	259873
SD	14	107 315	259874
SD	15	139 582	351763
SD	16	139 583	351764
SD	17	139 584	351765
SD	18	139 585	351766
SD	19	139 586	351767
SD	20	139 587	351768
SD	21	139 588	351769
SD	22	139 589	351770
SD	23	139 590	351771
SD	24	139 591	351772
SD	25	139 592	351773
SD	26	139 593	351774
SD	27	139 594	351775
SD	28	139 595	351776
SD	29	139 596	351777
SD	30	139 597	351778
SD	31	139 598	351779
SD	33	139 599	351780
SD	34	139 600	351781
SD	35	139 601	351782
SD	36	139 602	351783
SD	37	139 603	351784
SD	38	139 604	351785
SD	39	139 605	351786
SD	40	139 606	351787
SD	41	139 607	351788
SD	42	139 608	351789
SD	43	139 609	351790
SD	44	139 610	351791
SD	45	139 611	351792
SD	46	139 612	351793
SD	47	139 613	351794
SD	48	139 614	351795
SD	49	139 615	351796
SD	50	139 616	351797

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SD	51	139	617	351798
SD	52	139	618	351799
SD	53	139	619	351800
SD	54	139	620	351801
SD	55	139	621	351802
SD	56	139	622	351803
SD	57	139	623	351804
SD	58	139	624	351805
SD	59	139	625	351806
SD	60	139	626	351807
SD	61	139	627	351808
SD	62	139	628	351809

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Those certain unpatented mining claims situated in Eureka County, Nevada and more particularly described as follows:

CLAIM NAME	NO.	COUNTY FILE		BLM FILE
		BOOK	PAGE	
Dry	1	118	143	291665
Dry	2	118	144	291666
Dry	3	118	145	291667
Dry	4	118	146	291668
Dry	5	118	147	291669
Dry	6	118	148	291670
Dry	7	118	149	291671
Dry	8	118	150	291672
Dry	9	118	151	291673
Dry	10	118	152	291674

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 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
 Will Cassa de Lipkau
 '91 AUG 19 P3:09
 & Erwin, P.C.
 EUREKA COUNTY, NEVADA
 M.N. REBALLAT. RECORDER
 FILE NO. FEE \$ 10.00

137403

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OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
 BOOK 214 PAGE 574
 Will Cassa de
 '90 OCT -4 P1:54
 Lipkau & Erwin
 EUREKA COUNTY, NEVADA
 M.N. REBALLAT. RECORDER
 FILE NO. FEE \$ 10-

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