

After recording, please return to:  
Lisa M. Bain, Esq.  
Morrison & Foerster  
370 17th Street - Suite 5200  
Denver, Colorado 80202

145452

DEED OF TRUST,  
SECURITY AGREEMENT AND FINANCING STATEMENT

THIS DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT ("Security Agreement"), dated as of this 6th day of May, 1993, is made by and among TONKIN SPRINGS VENTURE LIMITED PARTNERSHIP, a Nevada limited partnership whose partners are Tonkin Springs Gold Mining Company, a Colorado corporation, and U.S. Environmental Corporation, a Colorado corporation ("TONKIN"), whose address is 55 Madison, Suite 745, Denver, Colorado 80206, and Stewart Title of Northeastern Nevada (the "Trustee"), whose address is 445 Fifth Street, Elko, Nevada 89801, for the benefit of CORNUCOPIA RESOURCES LTD., a Vancouver, British Columbia corporation ("CORNUCOPIA"), whose address is #540 Marine Building, 355 Burrard Street, Vancouver, British Columbia, Canada V6C 2G8.

WITNESSETH:

Recitals

A. CORNUCOPIA, TONKIN and U.S. GOLD CORPORATION ("U.S. GOLD") entered into a Letter Agreement dated as of May 6, 1993 (the "Letter Agreement"), whereunder CORNUCOPIA committed to make a loan to TONKIN, subject to the terms and conditions stated in the Letter Agreement, for an aggregate principal amount of one Hundred Twenty-Eight Thousand and One Hundred Six Dollars and Eighty-Five Cents (\$128,106.85) (the "Loan").

B. TONKIN holds title to certain assets, located in Eureka County, Nevada, which assets are more particularly described in Schedule A attached hereto and by this reference incorporated herein.

C. Pursuant to the Letter Agreement, TONKIN has executed a promissory note (the "Note"), under which the aggregate principal and interest amount on the Loan is due and payable in no event later than April 30, 1994, subject to the terms and conditions of the Letter Agreement.

D. It is a condition precedent to CORNUCOPIA's making the Loan under the Letter Agreement that TONKIN shall have granted the liens and security interests contemplated by this Security Agreement.

All capitalized terms not defined herein shall have the same meaning as set forth in the Letter Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and in order to induce CORNUCOPIA to disburse funds constituting the Indebtedness (as defined in Article II below), TONKIN hereby agrees with the Trustee and CORNUCOPIA as follows:

ARTICLE I: Grant of Security.

1.1 In order to secure repayment of the Indebtedness as defined herein, TONKIN hereby grants, bargains, sells, assigns, transfers, pledges, conveys and mortgages to the Trustee, with the power of sale, for the benefit of CORNUCOPIA, and for the same consideration grants a security interest to CORNUCOPIA in all of TONKIN's present or hereafter acquired right, title and interest in and to the equipment listed on Exhibit A (referred to herein as the "Equipment" or the "Collateral"), including any and all proceeds of sale therefrom;

1.2 Creation of Security Interest. In addition to the grant contained in Section 1.1, and for the same consideration and purpose, TONKIN hereby grants to CORNUCOPIA, a first and prior security interest in all the Equipment.

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 and to its substitutes or successor forever, for the security, use and benefit of CORNUCOPIA and its successors and assigns, subject to all of the terms, conditions, covenants, agreements and trusts herein set forth.

ARTICLE II: Indebtedness Secured.

This Security Agreement is executed and delivered by TONKIN to secure and enforce the payment and satisfaction of TONKIN's Indebtedness under the Note (herein called the "Indebtedness").

ARTICLE III: Covenants, Representations and Warranties.

3.1 TONKIN covenants, represents and warrants to and with the Trustee and CORNUCOPIA that:

(a) TONKIN is a limited partnership duly organized, validly existing and in good standing under the

Laws of the State of Nevada, has filed a certificate of fictitious name in the Official Records of the county in which its place of business is located, and is qualified to do business in Nevada and every other 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 the financial condition, properties or operations of TONKIN;

(b) TONKIN has the power and authority to own its properties and assets and to carry on its business as now being conducted;

(c) TONKIN has the power and authority to execute this Security Agreement;

(d) The execution, delivery and performance of this Security Agreement have been duly authorized and will not violate any provisions of law, any order of any court or other agency of government, the provisions of that Limited Partnership Agreement of Tonkin Springs Venture of any indenture, agreement or other instrument to which TONKIN 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 TONKIN which would be contravened by the execution, delivery, performance or enforcement of this Security Agreement or any instrument or agreement required hereunder. This Security Agreement is a legal, valid and binding agreement of TONKIN, enforceable against TONKIN in accordance with its terms, subject to applicable equitable remedies and operation of any bankruptcy laws affecting the rights of creditors generally;

(e) TONKIN has good and marketable title to an undivided one hundred percent (100%) interest in and to all of the collateral. All of the Equipment is owned free and clear of all clouds to title and of all liens, claims and encumbrances, is in a state of repair adequate for normal operations and is in all material respects in good working order;

(f) Except for the due and timely filing or recording of this Security Agreement and any other collateral agreement (and except for the delivery to CORNUCOPIA 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 CORNUCOPIA's prior security interest in or first lien on all collateral; and

(g) No event has occurred, is continuing or would result from the incurring of obligations by TONKIN

under this Security Agreement which is a Default or an Event of Default.

3.2 TONKIN covenants and agrees with the Trustee and CORNUCOPIA that so long as any part of the indebtedness secured hereby remains unpaid (unless CORNUCOPIA shall have otherwise consented in writing):

(a) TONKIN will pay when due, or within any applicable grace periods with respect thereto, the indebtedness in accordance with the terms of the Letter Agreement, the Note and this Security Agreement and will comply with all of the terms and provisions thereof and hereof;

(b) TONKIN shall promptly, at TONKIN'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 prior lien and security interest intended to be created hereby and the rights and remedies hereunder; shall promptly furnish to CORNUCOPIA evidence satisfactory to CORNUCOPIA of all such filings and refilings; and otherwise shall do all things necessary or expedient to be done to effectively create, perfect, maintain and preserve the prior 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 CORNUCOPIA to file one or more financing or continuation statements, and amendments thereto, relative to any or all of the collateral without the signature of TONKIN where permitted by law;

(c) TONKIN will keep the Equipment in good working order, and all repairs, renewals, replacements, additions, substitutions and improvements needful to such end shall be promptly made by TONKIN;

(d) TONKIN will comply with all lawful rulings and regulations of each regulatory authority having jurisdiction over the collateral;

(e) TONKIN will carry and maintain adequate insurance on the collateral;

(f) TONKIN 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 collateral;

(g) TONKIN 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;

(h) TONKIN shall execute, acknowledge and deliver to CORNUCOPIA such other and further instruments and do such other acts as in the opinion of CORNUCOPIA may be necessary or desirable to effect the intent of this Security Agreement, upon the reasonable request of CORNUCOPIA and at TONKIN's expense;

(i) TONKIN shall promptly furnish to CORNUCOPIA such information concerning TONKIN, and TONKIN's business affairs and financial condition and the collateral as CORNUCOPIA may reasonably request in accordance with the Letter Agreement;

(j) If the title or the right of TONKIN, the Trustee or CORNUCOPIA to the collateral or any part thereof shall be attacked, either directly or indirectly, or if any legal proceedings, regulatory proceedings or arbitration commenced against TONKIN, TONKIN shall promptly give written notice thereof to the Trustee and CORNUCOPIA and, at TONKIN's own expense, shall proceed diligently to defend against any such attack or proceedings, and the Trustee and CORNUCOPIA may take such independent action in connection therewith as they may, in their reasonable discretion, deem advisable to protect the Trustee's and CORNUCOPIA's interest in the collateral, and all costs, expenses and reasonable attorneys' fees incurred by the Trustee or CORNUCOPIA in connection therewith shall be a demand obligation owing by TONKIN to CORNUCOPIA, and shall bear interest at the rate of 10% from the date such expenses are incurred until paid, and shall be part of the indebtedness.

3.3 TONKIN covenants and agrees with CORNUCOPIA that if TONKIN fails to perform any act which it is required to perform hereunder, or if TONKIN fails to pay any money which it is required to pay hereunder, CORNUCOPIA 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 CORNUCOPIA, and any money so paid by CORNUCOPIA, shall be a demand obligation owing by TONKIN to CORNUCOPIA, and shall bear interest at the rate of 10% from the date of making such payment until paid and shall be a part of the

(e) TONKIN 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

(d) Any involuntary lien or liens of any kind or character shall attach to any of the collateral, if such lien is not discharged or bonded pending proceedings to release such lien within sixty (60) days after the date of attachment for any reason;

(c) CORNUCOPIA shall fail to have a valid and enforceable first perfected security interest in or lien on any collateral;

(b) Any representation or warranty made by TONKIN 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;

(a) TONKIN shall fail to pay when due any amount of principal of or interest on the loan or any other sum due in accordance with the terms of the Letter Agreement or of the Note;

5.1 Any of the following events which shall occur and be continuing shall be called an "Event of Default":

ARTICLE V: Default.

Upon payment in full of the indebtedness pursuant to the terms and conditions of this Security Agreement and the instruments evidencing the indebtedness, the Trustee and CORNUCOPIA shall, promptly after the request of TONKIN, and at TONKIN's cost and expense, execute, acknowledge and deliver to TONKIN proper instruments evidencing the termination of this Security Agreement and any Uniform Commercial Code financing statements filed in connection herewith, and the relinquishment of any right, interest, claim or demand of CORNUCOPIA or the Trustee in or to all or any portion of the collateral. Otherwise, this Security Agreement shall remain and continue in full force and effect.

ARTICLE IV: Termination.

Indebtedness hereby secured. No such advancement or expenditure thereof shall relieve TONKIN of any default under the terms of this Security Agreement.

the relief of, or relating to, debtors, or TONKIN shall take any corporate action to authorize, or in furtherance of, any of the foregoing;

(f) Any involuntary petition shall be filed under any bankruptcy statute against TONKIN, or a custodian, receiver, trustee, or assignee for the benefit of creditors (or other similar official) shall be appointed to take possession, custody or control of the properties of TONKIN, 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;

(g) Any material breach or default shall occur under the Letter Agreement or under any other collateral agreement (and shall remain uncured beyond any applicable grace period); or

(h) TONKIN shall materially breach, or default under, any term, condition or provision contained in this Security Agreement not specifically referred to above in this Article V, if such breach or default shall continue for thirty (30) days after notice from CORNUCOPIA.

5.2 (a) In the case of an Event of Default other than one referred to in Paragraph 5.1(e) or (f) herein, CORNUCOPIA may declare all sums of principal and interest outstanding on the Loan, and all other sums outstanding under or in respect of the Letter Agreement and the Note immediately due and payable, upon 5 days' prior written notice of default and without 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 Article V), all of which are hereby expressly waived by TONKIN; and (b) in the case of an Event of Default referred to in Paragraph 5.1(e) or (f) herein, all sums of principal and interest on the Loan and all other sums outstanding under or in respect of the Letter 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 TONKIN.

5.3 Upon the occurrence of any Event of Default, or at any time thereafter during which such Event of Default is continuing, CORNUCOPIA may elect to treat any 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. CORNUCOPIA may resort to any security given by this Security Agreement, or to any other security now existing or hereafter given to secure the payment of any of the

5.6 Upon the occurrence of any Event of Default, or at any time thereafter during which such Event of Default is continuing, CORNUCOPIA, 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 TONKIN except as expressly provided herein or in the Letter 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

5.5 Upon the occurrence of any Event 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, CORNUCOPIA shall have all of the rights and remedies of a beneficiary under a deed of trust granted by applicable law and CORNUCOPIA 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 take immediate possession of the collateral or any part thereof, to exclude TONKIN therefrom, to remove any of the equipment from the premises on which it is located, 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 demand, collect and retain all earnings, proceeds and other sums due or to become due with respect to the indebtedness after charging against the receipts therefrom all costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at the rate of 10% as fully and effectually as if CORNUCOPIA was the absolute owner of the collateral and without any liability to TONKIN in connection therewith.

5.4 All costs, expenses and reasonable attorneys' fees incurred by the Trustee and/or CORNUCOPIA in protecting and enforcing their rights hereunder and in connection with any refinancing or restructuring of the Loan in the nature of a "work out" shall constitute a demand obligation owing by TONKIN to CORNUCOPIA and shall draw interest at the rate of 10% from the date such expenses are incurred until paid, all of which shall constitute a portion of the indebtedness secured by this Security Agreement.

Indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to CORNUCOPIA, 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 Security Agreement 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.



5.9 The liens and rights created and granted hereby shall not affect or be affected by any other security taken by CORNUCOPIA for the same debts or any part thereof. TONKIN shall have and assert no rights, under any statute or rule of law pertaining to the marshaling of assets, the administration of estates of decedents, or other matters

5.8 Any sale of the collateral, or any part thereof, pursuant to the provisions of this Article V, will operate to divest all right, title, interest, claim and demand of TONKIN in and to the property sold and will be perpetual bar against TONKIN. Nevertheless, if requested by the Trustee or CORNUCOPIA to do so, TONKIN shall join in the execution, acknowledgment and delivery of all proper conveyances, assignments and transfers of the property so sold.

5.7 Upon the occurrence of any Event of Default, or at any time thereafter during which such Event of Default is continuing, CORNUCOPIA may require TONKIN to assemble the equipment and make it available to CORNUCOPIA at a place to be designated by CORNUCOPIA which is reasonably convenient 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 TONKIN. 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 CORNUCOPIA 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, CORNUCOPIA may sell such property privately, or in any manner reasonably deemed advisable by CORNUCOPIA, at such price or prices as CORNUCOPIA determines in its reasonable discretion. TONKIN 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 CORNUCOPIA may result in a lower sales price than if the sale were otherwise held. In the event of foreclosure, whether judicial or non-judicial, at CORNUCOPIA's option it may proceed under the Uniform Commercial Code as to the collateral and personally collateral in accordance with its rights and remedies in respect of the realty collateral.

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, or for the enforcement of any other appropriate equitable or legal remedy.

whatever, to defeat, reduce or affect the rights of CORNUCOPIA under the terms of this Security Agreement, to a sale of the collateral for the collection of the indebtedness secured hereby or the right of CORNUCOPIA, under the terms of this Security Agreement, to the payment of the Indebtedness secured hereby out of the proceeds of the sale of the collateral in preference to every other person and claimant whatever.

5.10 The proceeds of any sale of the collateral or any part thereof made pursuant to this Article V shall be applied as follows:

- (a) First, to the payment of all out-of-pocket costs and expenses incident to the enforcement of this Security Agreement, including, but not limited to, a reasonable compensation to the attorneys for CORNUCOPIA;
- (b) Second, to the payment of the Indebtedness; and
- (c) Third, the remainder, if any, to be paid to TONKIN.

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

ARTICLE VI: Miscellaneous Provisions.

6.1 All options, powers, remedies and rights herein granted to CORNUCOPIA 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 Security Agreement may, from time to time, by instrument in writing signed by CORNUCOPIA, be waived to such extent and in such manner as CORNUCOPIA may desire, but no such waiver shall ever affect or impair CORNUCOPIA's rights hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this Security Agreement must be in writing and signed by CORNUCOPIA.

6.2 No release from the lien of this Security Agreement on any part of the collateral shall in any way alter, vary or diminish the force, effect or lien of this Security Agreement on the balance of the collateral.

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, the remaining provisions hereof shall be liberally construed in favor of CORNUCOPIA 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.

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

6.5 No provision of this Security Agreement shall be construed to impose upon the Trustee or CORNUCOPIA a duty to perform any of the covenants and obligations of TONKIN.

6.6 This Security Agreement shall be deemed and construed to be, and may be enforced as, an assignment, chattel mortgage or security agreement, contract, deed of trust, financing statement, financing statement filed as a fixture filing, and as any one or more of them if appropriate under applicable state law. This Security Agreement shall be effective as a financing statement filed as a fixture filing with respect to all fixture collateral and is to be filed for record in the office of the county clerk or other appropriate office of each county where any part of the collateral, including fixture collateral is situated. A carbon, photographic, or other reproduction of this Security Agreement or of any financing statement relating to this Security Agreement shall be sufficient as a financing statement.

6.7 This Security Agreement 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.

6.8 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 above. Each party may, by written notice so delivered to the other, change the address to which delivery shall thereafter be made.

6.9 CORNUCOPIA may appoint a successor trustee at any time to execute the trust created by this Security Agreement 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.

6.10 The terms, provisions, covenants and conditions hereof shall bind and inure to the benefit of the respective successors and assigns of TONKIN, of the Trustee and of CORNUCOPIA.

6.11 Nothing herein contained shall be construed as limiting CORNUCOPIA to the collection of any indebtedness of TONKIN to CORNUCOPIA only out of the income, revenue, rents, issues and profits from the collateral or as obligating CORNUCOPIA to delay or withhold action upon any default which may be occasioned by failure of such income or revenue to be sufficient to retire the principal or interest when due on the indebtedness secured hereby. It is expressly understood between CORNUCOPIA and TONKIN that any indebtedness of TONKIN to CORNUCOPIA secured hereby shall constitute an absolute, unconditional obligation of TONKIN to pay as provided herein or therein in accordance with the terms of the instrument evidencing such indebtedness in the amount therein specified at the maturity date or at the respective maturity dates of the installments thereof, whether by acceleration or otherwise.

6.12 No provision of the Note or other instrument constituting or evidencing any of the indebtedness or any other agreements between the parties shall require the payment or permit the collection of interest in excess of the maximum non-usurious rate which TONKIN may agree to pay under applicable laws. The intention of the parties being to conform strictly to applicable laws now in force, the interest on the principal amount of the Note and the interest on other amounts due under and/or secured by this Security Agreement shall be held to be subject to reduction to the amount allowed under said applicable usury laws as now or hereafter construed by the courts having

jurisdiction, and any excess interest paid shall be credited to TONKIN.

6.13 No act, delay, omission or course of dealing between CORNUCOPIA and TONKIN will be a waiver of any of CORNUCOPIA's rights or remedies hereunder or under applicable law. No waiver, change or modification in whole or in part of this Security Agreement or any other written instrument will be effective unless in a writing signed by CORNUCOPIA and TONKIN.

6.14 TONKIN agrees to pay in full all expenses and reasonable attorneys' fees of CORNUCOPIA which may have been or may be incurred by CORNUCOPIA in connection with the collection of the Indebtedness and the enforcement of any of TONKIN's obligations hereunder and under any documents executed in connection with the Indebtedness.

6.15 No release from the lien of this instrument of any part of the collateral by CORNUCOPIA shall in anywise alter, vary or diminish the force, effect or lien of this Security Agreement on the balance or remainder of the collateral.

6.16 Article and section headings used in this Security Agreement are intended for convenience only and shall be given no significance in interpreting and construing the provisions of this Security Agreement. As used in this instrument, "CORNUCOPIA" and "TONKIN" include their respective successors and assigns. Unless context otherwise requires, words in the singular number include the plural and in the plural number include the singular. Words of the masculine gender include the feminine and neuter gender and words of the neuter gender may refer to any gender.

IN WITNESS WHEREOF, TONKIN and CORNUCOPIA have  
caused this Security Agreement to be duly executed by their  
duly authorized officers, all as of the day and year first  
above-written.

TONKIN SPRINGS VENTURE LIMITED  
PARTNERSHIP, a Nevada limited  
partnership

By:

TONKIN SPRINGS GOLD MINING  
COMPANY, a Colorado  
corporation, as general partner

By

Title President

SEAL  
Affixed

U.S. ENVIRONMENTAL CORPORATION,  
a Colorado corporation, as  
limited partner

By

Title President

SEAL  
Affixed

CORNUCOPIA RESOURCES LTD., a  
Vancouver, British Columbia  
corporation

By

Title Director

ACKNOWLEDGMENTS

STATE OF COLORADO )  
COUNTY OF DENVER )  
)

ss. )  
)

On this 6th day of May, 1993, personally appeared William Reid, before me, a notary public, to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument as President of Tonkin Springs Gold Mining Company, a Colorado corporation. Witness my hand and official seal.

My commission expires: 4-11-1994

St. Thomas  
Notary Public



STATE OF COLORADO )  
COUNTY OF DENVER )  
)

ss. )  
)

On this 6th day of May, 1993, personally appeared before me, a notary public, David Reid, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument as President of U.S. Gold Environmental Corporation, a Colorado corporation. Witness my hand and official seal.

My commission expires: 4-11-1994

St. Thomas  
Notary Public



ACKNOWLEDGMENTS

STATE OF COLORADO  
COUNTY OF DENVER

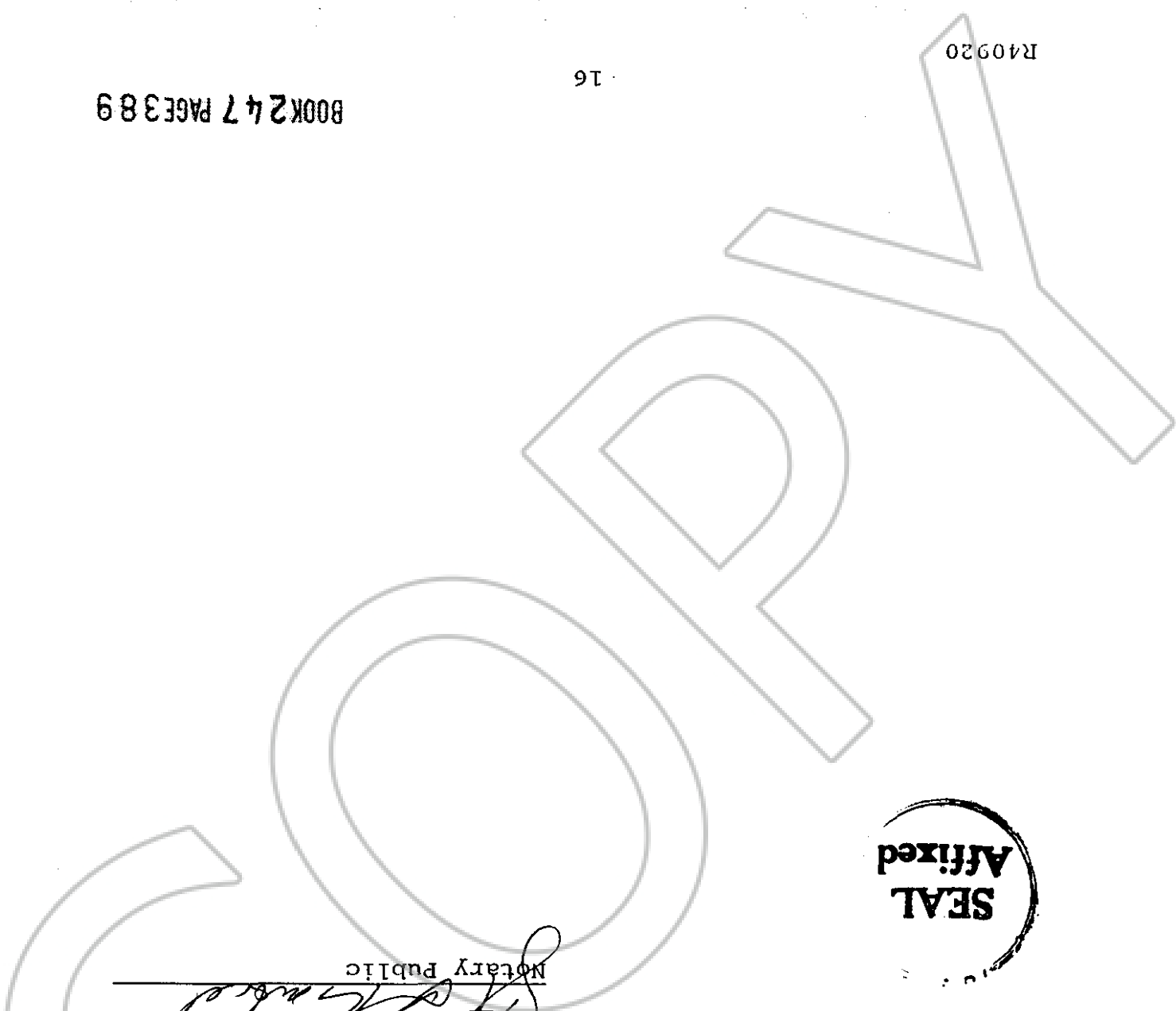
)  
) ss.  
)

On this 6th day of May, 1993, personally appeared before me, a notary public, J. M. Carter, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument as Director of Cornucopia Resources Ltd., a British Columbia corporation.

Witness my hand and official seal.

My commission expires: 4-11-1996

J. M. Carter  
Notary Public



R40920



EXHIBIT A

- 1 Standby diesel generator set: 4160 volt generator set. Engine model 8163-7305, s/n VF-07516, generator model 741FSM23GOAP-R700V, s/n UH 3502687.
- 1 Microwave Telecommunication System: 2 GHz 12 channels 960 GHz 6 channels.
- 1 McLellan Mill Liner Handler: s/n MH1500289 complete with (4) steerable wheels, one (1) deceleration value, 24 volt D.C. lighting system.
- 1 ELJAY crusher s/n 232: Rebuilt with five head bonnet, and cone head magnaflex.
- 1 1984 Used 534B-8 Gradall s/n 8444263G.
- 1 1986 Ford Ambulance s/n 1FDKFX37LZGNA52618.
- 1 Lot Fuel Tanks: (3) 12,000 gal., (1) 8,000 gal., (1) 5,000 gal., (3) 1,000 gal., (1) 500 gal.
- 1 Toyota Skid Steer Loader s/n ZSPDK711393.

BOOK 247 PAGE 37  
 OFFICIAL RECORDS  
 RECORDED AT THE REQUEST OF  
 Morrison & Forster  
 93 MAY 18 P4:03  
 EUREKA COUNTY, NEVADA  
 M.N. REBATEAL. RECORDED  
 FILE NO. 145452  
 FEES \$ 21.00

BOOK 247 PAGE 390

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