

GRANT, BARGAIN and SALE DEED

THIS GRANT, BARGAIN AND SALE DEED is made effective as of the 23 day of August, 1993 by and between Tonkin Springs Venture Limited Partnership ("TSVLP"), a Nevada limited partnership, whose address is 55 Madison Avenue, Suite 745, Denver, Colorado 80206, made up of Tonkin Springs Gold Mining Company (99.5% general partner) and U.S. Environmental Corporation (0.5% limited partner), ("Grantor") and Placer Dome U.S. Inc., a California corporation qualified to do business in Nevada whose address is One California Street, Suite 2500, San Francisco, California 94111 ("Grantee").

WITNESSETH

WHEREAS, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, and Sell unto the Grantee, and to its successors and assigns forever, all the right, title, and interest which the Grantor has or may after acquire in and to those certain unpatented mining claims located in the County of Bureka, State of Nevada and more particularly described on Schedule I attached hereto and by this reference made a part hereof (the "Property").

RESERVING, HOWEVER, to the Grantor and their successors and assigns forever, an over-riding net smelter return royalty from the production and sale of all gold and silver produced by the Grantee and its successors and assigns from the Property. The net smelter return royalty is defined and shall be calculated in accordance with Schedule II attached hereto and by this reference made a part hereof.

TOGETHER WITH all minerals and all veins and lode of mineral-bearing rock therein and all dips, spurs and angles thereof.

TOGETHER WITH the appurtenances thereto, including all water rights of every kind and nature appurtenant thereto (including specifically all water rights which have their use or point of diversion upon the Property), and all rents, issues and profits thereof, and all right, title and interest of the Grantor therein or thereto, or which it may hereafter acquire.

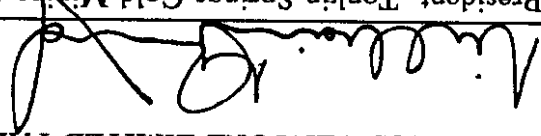
TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the Grantor, its successors and assigns forever.

IN WITNESS WHEREOF, this Grant, Bargain and Sale Deed is made effective as of the day and year first written above.

"GRANTOR"

TONKIN SPRINGS VENTURE LIMITED PARTNERSHIP

President, Tonkin Springs Gold Mining Company
Managing Partner

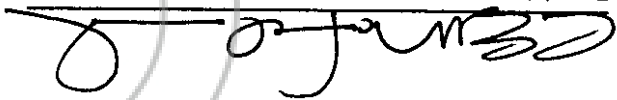


By:

"GRANTEE"

PLACER DOME U.S. INC.

President



By:

COOPERATIVE

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF

Colorado

CITY of

Denver

On the 23rd day of August, 1993 before me, the undersigned, a Notary Public in and for the said State, personally appeared William W. Reid, known to me to the President of U.S. Gold Corporation, a Colorado corporation, the person whose name is subscribed to the within instrument and, being authorized so to do, acknowledged that he executed the same on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

CITY of

Denver

STATE OF

Colorado

On the 23rd day of August, 1993 before me, the undersigned, a Notary Public in and for the said State, personally appeared William W. Reid, known to me to the President of Tonkin Springs Gold Mining Company, Manager and General Partner, Tonkin Springs Venture Limited Partnership, a Colorado corporation, the person whose name is subscribed to the within instrument and, being authorized so to do, acknowledged that he executed the same on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

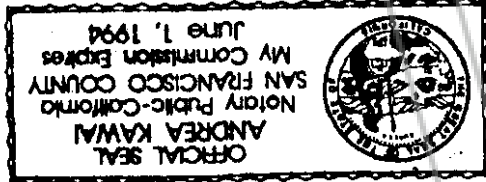
STATE OF CALIFORNIA)

SS.)

COUNTY OF SAN FRANCISCO)

On this the 18th day of August 1993, before me the undersigned Notary Public, personally appeared Cole E. McFarland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

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SCHEDULE I TO EXHIBIT B

GRANT, BARGAIN and SALE DEED

(Description of Property)

BLM Recording Book/Page Location Date Claim Name

468715	174/437	Feb 25, 1988	TSG #315
468716	174/438	Feb 25, 1988	TSG #316
468717	174/439	Feb 25, 1988	TSG #317
468718	174/440	Feb 25, 1988	TSG #318
468719	174/441	Feb 25, 1988	TSG #319
468720	174/442	Feb 25, 1988	TSG #320
468721	174/443	Feb 25, 1988	TSG #321
468722	174/444	Feb 25, 1988	TSG #322
468723	174/445	Feb 25, 1988	TSG #323
468724	174/446	Feb 25, 1988	TSG #324
468725	174/447	Feb 25, 1988	TSG #325
468726	174/448	Feb 25, 1988	TSG #326
468727	174/449	Feb 25, 1988	TSG #327
468728	174/450	Mar 08, 1988	TSG #328
468729	174/451	Mar 08, 1988	TSG #329
468730	174/452	Mar 08, 1988	TSG #330
468731	174/453	Mar 08, 1988	TSG #331
468762	174/484	Feb 25, 1988	TSG #362
468763	174/485	Feb 28, 1988	TSG #363
468764	174/486	Feb 28, 1988	TSG #364
468765	174/487	Feb 28, 1988	TSG #365
468766	174/488	Feb 28, 1988	TSG #366
468767	174/489	Feb 28, 1988	TSG #367
468768	174/490	Feb 28, 1988	TSG #368
468769	174/491	Feb 28, 1988	TSG #369
468770	174/492	Feb 28, 1988	TSG #370
468771	174/493	Feb 28, 1988	TSG #371
468772	174/494	Feb 28, 1988	TSG #372
468773	174/495	Feb 28, 1988	TSG #373
468774	174/496	Feb 28, 1988	TSG #374
468775	174/497	Mar 08, 1988	TSG #375
468776	174/498	Mar 08, 1988	TSG #376
468777	174/499	Mar 08, 1988	TSG #377
468778	174/500	Mar 08, 1988	TSG #378
468806	174/528	Mar 02, 1988	TSG #406
468807	174/529	Mar 02, 1988	TSG #407

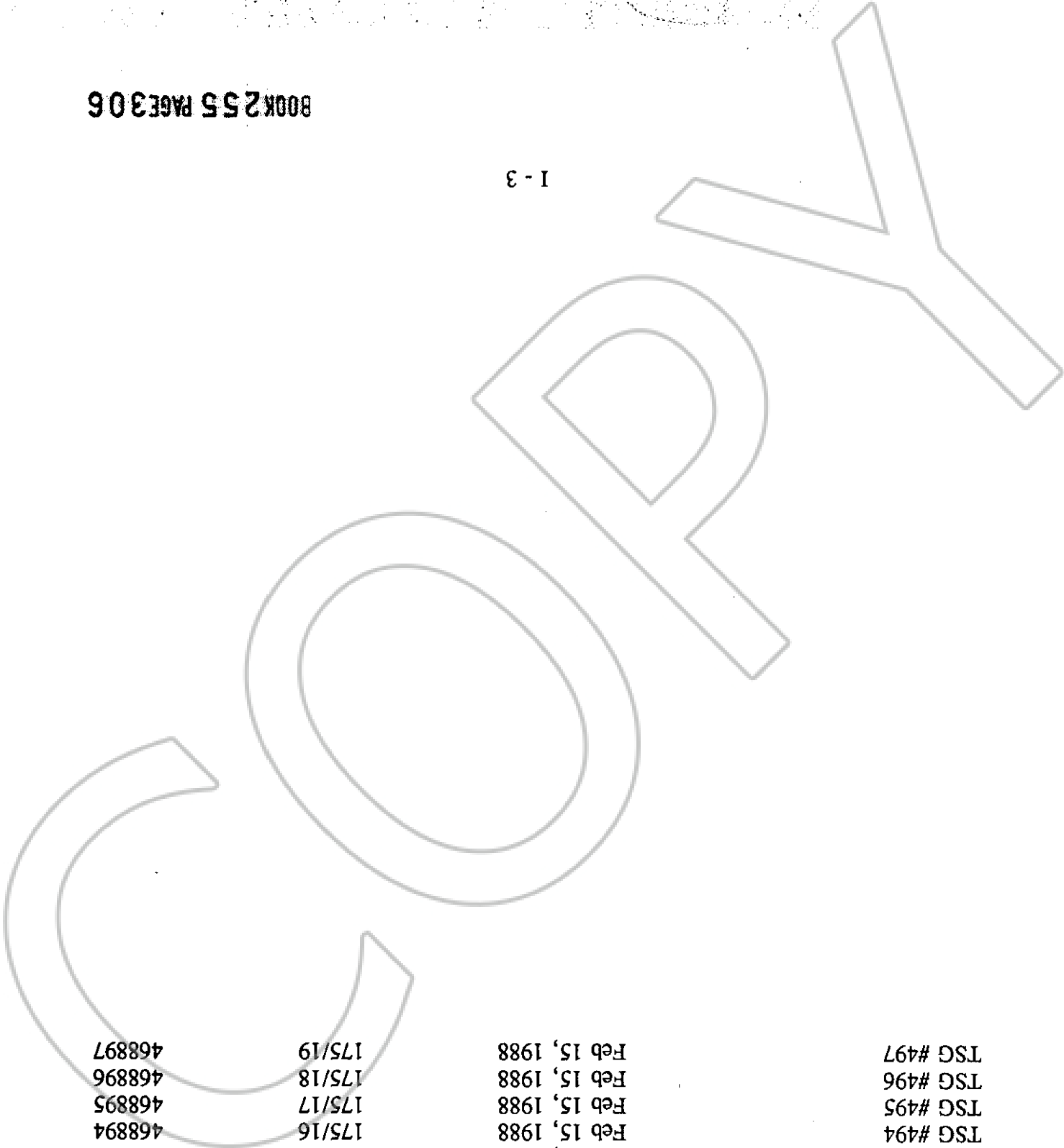
Claim Name

Location Date

Recording
Book/Page

BLM
Serial #

TSG #408	Mar 02, 1988	174/530	468808
TSG #409	Mar 02, 1988	174/531	468809
TSG #410	Mar 02, 1988	174/532	468810
TSG #411	Mar 02, 1988	174/533	468811
TSG #412	Mar 02, 1988	174/534	468812
TSG #413	Mar 02, 1988	174/535	468813
TSG #414	Mar 02, 1988	174/536	468814
TSG #415	Mar 02, 1988	174/537	468815
TSG #416	Mar 02, 1988	174/538	468816
TSG #417	Mar 02, 1988	174/539	468817
TSG #418	Mar 02, 1988	174/540	468818
TSG #419	Mar 02, 1988	174/541	468819
TSG #420	Mar 02, 1988	174/542	468820
TSG #421	Feb 14, 1988	174/543	468821
TSG #422	Feb 14, 1988	174/544	468822
TSG #436	Feb 29, 1988	174/558	468836
TSG #437	Feb 29, 1988	174/559	468837
TSG #438	Feb 29, 1988	174/560	468838
TSG #439	Feb 29, 1988	174/561	468839
TSG #440	Feb 29, 1988	174/562	468840
TSG #441	Feb 29, 1988	174/563	468841
TSG #442	Feb 29, 1988	174/564	468842
TSG #443	Feb 29, 1988	174/565	468843
TSG #444	Feb 29, 1988	174/566	468844
TSG #445	Feb 29, 1988	174/567	468845
TSG #446	Feb 29, 1988	174/568	468846
TSG #447	Feb 29, 1988	174/569	468847
TSG #448	Feb 29, 1988	174/570	468848
TSG #449	Feb 29, 1988	174/571	468849
TSG #450	Feb 13, 1988	174/572	468850
TSG #451	Feb 13, 1988	174/573	468851
TSG #452	Feb 13, 1988	174/574	468852
TSG #466	Feb 26, 1988	174/588	468866
TSG #467	Feb 26, 1988	174/589	468867
TSG #468	Feb 26, 1988	174/590	468868
TSG #469	Feb 26, 1988	174/591	468869
TSG #470	Feb 26, 1988	174/592	468870
TSG #471	Feb 26, 1988	174/593	468871
TSG #472	Feb 26, 1988	174/594	468872
TSG #473	Feb 26, 1988	174/595	468873



468874
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BLM
Serial #

174/596
174/597
174/598
175/12
175/13
175/14
175/15
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175/18
175/19

Recording
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Feb 26, 1988
Feb 11, 1988
Feb 11, 1988
Feb 15, 1988
Feb 15, 1988
Feb 15, 1988
Feb 15, 1988
Feb 15, 1988
Feb 15, 1988
Feb 15, 1988
Feb 15, 1988

Location Date

TSG #474
TSG #475
TSG #476
TSG #490
TSG #491
TSG #492
TSG #493
TSG #494
TSG #495
TSG #496
TSG #497

Claim Name

SCHEDULE II TO EXHIBIT B

GRANT, BARGAIN and SALE DEED
(Net Smelter Return Royalty)

(1) Calculation of Net Smelter Return Royalty

Under and by virtue of the Royalty hereby conveyed Grantor, the Grantee shall pay to Grantor an over-riding net smelter return royalty (the "Royalty") with respect to all gold and silver produced from the Property in accordance with the provisions hereunder set forth. The calculation of the net smelter return royalty shall be the product of the applicable royalty percentage for gold produced multiplied by the royalty base for gold added to the product of the applicable royalty percentage for silver produced multiplied by the royalty base for silver.

1(a) Royalty Percentage

The royalty percentage shall be based upon the daily average price for production of gold or silver, calculated for each quarter in question in accordance with the following schedule:

<p>(i) For Gold</p> <p>Price of Gold per ounce</p> <p>Less than \$400 \$400 or above but less than \$450 \$450 and above</p> <p>Royalty Percentage</p> <p>0 1.5 3.0</p>	<p>(ii) For Silver</p> <p>Price of Silver per ounce</p> <p>Less than \$5.00 \$5.00 or above but less than \$5.50 \$5.50 and above</p> <p>Royalty Percentage</p> <p>0 1.5 3.0</p>
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In determining the prices applicable under the above schedules (and then subject to the paragraph(s) below), in the case of gold, the daily price used and averaged for the quarter shall be the P.M. Gold Fix published by the London Bullion Association and, in the case of silver, the price shall be the daily price as published by Handy and Harman and averaged for the quarter in question.

For the calculation of the gold or silver price, that price shall be indexed to reflect changes in the Index for Finished Goods Excluding Foods, being a sub-index of the Producers Price Index published by the Bureau of Labor Statistics, United States Department of Labor. The gold and silver prices shall be first indexed as of the first day of January 1994, and thereafter for the arithmetic mean for each quarter for which a royalty calculation is necessary.

1(b)

Royalty Base

The royalty base applicable to gold or silver produced from the Property, shall be the "Net Smelter Return", calculated as herein below specified for all gold or silver produced.

Net Smelter Return shall be determined by multiplying the troy ounces of gold and silver produced in any calendar quarter by the respective average price for gold and silver for that quarter. In the case of gold, the daily price used and averaged for the quarter shall be the P.M. Gold Fix published by the London Bullion Association. In the case of silver, it shall be the daily price as published by Handy and Harman and averaged for the quarter in question.

Then, in calculating net smelter returns, the following shall be deducted from the product of the gold or silver price as the case may be multiplied by the number of troy ounces of gold or silver produced:

(i) All smelting, refining, treatment, selling, marketing, and other costs, charges and penalties charged by a smelter, refiner, or other purchaser of the production from the Property.

(ii) All costs of transportation and insurance necessary and reasonable in transporting the gold and silver produced from the Property to the smelter, refiner or other purchaser.

(iii) All taxes paid by Placer Dome U.S. Inc. on such production, including but not limited to severance, net proceeds, sales and use, ad valorem, or any taxes imposed pursuant to any changes in the Mining Law of 1872, including the introduction of any law which replaces the Mining Law of 1872. Property taxes and income taxes shall not be deductible.

It is understood and agreed that at such time as the total Royalty payments made by Grantee to Grantor under this agreement amount to \$10,000,000 the obligation of the Grantee to Grantor to pay the Royalty shall cease.

(2) Commingling

The Grantee shall have the right to commingle ores, mineral or materials produced on land other than the Property with ores, minerals, or materials produced from the Property after all such ores, minerals, and materials have been weighed, sampled and analyzed in accordance with sound mining and metallurgical procedures so that Grantor's Royalty can be reasonably and accurately determined.

(3) Royalty Payments

All Royalty payments due under this agreement shall be paid by the first day of the second month following each and every calendar quarter. All Royalty payments shall be accompanied by a statement sufficient to allow Grantor to verify the accuracy of each Royalty payment. Each Royalty payment will be deemed to be correct and binding by Grantor unless within 365 days of its receipt, Grantor notify Grantee in writing that it disputes the accuracy of such Royalty payment. If an agreement on the disputed Royalty payment is not reached within thirty days of such notification, Grantor and Grantee hereby agree to have such payment audited by the public accounting firm of Price Waterhouse, whose findings shall be final. Grantor and Grantee agree to share equally all costs of any such audit.

(4) Method of Payment

All payment of money due hereunder shall be in lawful currency of the United States and be made by check or wire transfer and received by Grantor on or before the date due.

(5) Abandonment of Claims

If Grantees should elect to either cease performing annual assessment work or pay holding fees or otherwise abandon any claims comprising the Property, Grantee shall notify Grantor of its intention sixty days before such payments are due or the work must be completed, and provide Grantor with all geologic data and information, and Grantee shall offer to quitclaim any of its interests in the Property to Grantor. Grantor shall have thirty days after receipt of such offer to advise Grantee if it desires Grantee to quitclaim the Property to Grantor.

So long as Grantors have an interest in properties, Grantees shall annually, beginning in 1994, provide Grantors with a summary report, excluding any conclusions or interpretations deemed proprietary by Grantees, covering the geologic and other activities on the properties.

(6) Information and Data

(7) Notices

All notices shall be mailed or forwarded by facsimile to:

For Grantors:

Tonkin Springs Venture Limited Partnership
55 Madison Avenue
Suite 745
Denver, Colorado 80206
Fax number: (303) 322-7866

For Grantee:

Placer Dome U.S. Inc.
One California Street
Suite 2500
San Francisco, California 94111
Fax number: (415) 391-5751

(8) Binding Effect and Benefit

The provisions of this Deed and Royalty shall be binding upon and inure to the benefit of the Grantee and Grantor and their respective successors, personal representatives, heirs and assigns.

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Placer Dome U.S., Inc.
93 NOV 15 A8:26
EUREKA COUNTY, NEVADA
M.N. REBAL EATL. RECORDER
FILE NO. 16.00

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