

REAL ESTATE PURCHASE AGREEMENT

(Amended 3/14/94)

THIS AGREEMENT, made and entered into this 10th day of March, 1994,

RUBY HILL MINING COMPANY, a Nevada corporation, hereinafter referred to as "Seller"; and

Michael D. and Kathryn I. Latty, husband and wife, hereinafter referred to as "Buyer";

WITNESSETH:

1. AGREEMENT FOR PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy from seller:

Real Property ("Property"), located in the SW1/4 NW1/4, Section 13, Township 19 North, Range 53 East, (Mount Diablo Meridian), as shown on the Eureka Town Plat:

That part of Block One Hundred Fourteen (114) and part of Tax Parcel 01-011-09, more particularly described as follows:

Parcel 4 of Parcel No. 01-011-09 as shown on the Eureka Town Plat and Parcel Map, containing 0.660 acres.

All subject to the following:

a. Existing taxes and assessments;

b. Rights of others with respect to existing roads, fence lines, power, telephone and sewer easements, easement for the Eureka Canyon drainage ditch;

c. Any law, ordinance, or governmental regulation (including but not limited to building and zoning laws, ordinances and regulations) restricting, regulating, prohibiting or relating to the occupancy, use or enjoyment of the described real property and the character, dimensions or location of any improvement now or hereafter erected on the described real property;

d. The Property is sold "where is" and "as is", without warranties, except as described above, and Buyers have made or caused to be made all visual and environmental assessments and due diligence investigations of the Property that they desire and accept the Property in its present physical condition. Buyers agree to waive, release, discharge indemnify and hold Seller harmless and defend Seller against any and all claims, demands, suits, costs including attorneys' fees) judgments, damages, losses, fines and liabilities arising out of judicial or administrative actions under federal, state and local environmental laws and implementing regulations, both present and future, for investigations, removal, response, remediation and reclamation affecting the Property.

2. PURCHASE PRICE. The total purchase price shall be NINETEEN THOUSAND DOLLARS (\$19,000.00)

3. TERMS OF SALE.

A. Buyer shall pay the total purchase price, less the \$1,000 lease deposit, in cash or by certified check at the time of closing.

B. County taxes for 1993 have been paid by Seller. Buyer shall be responsible for all future taxes.

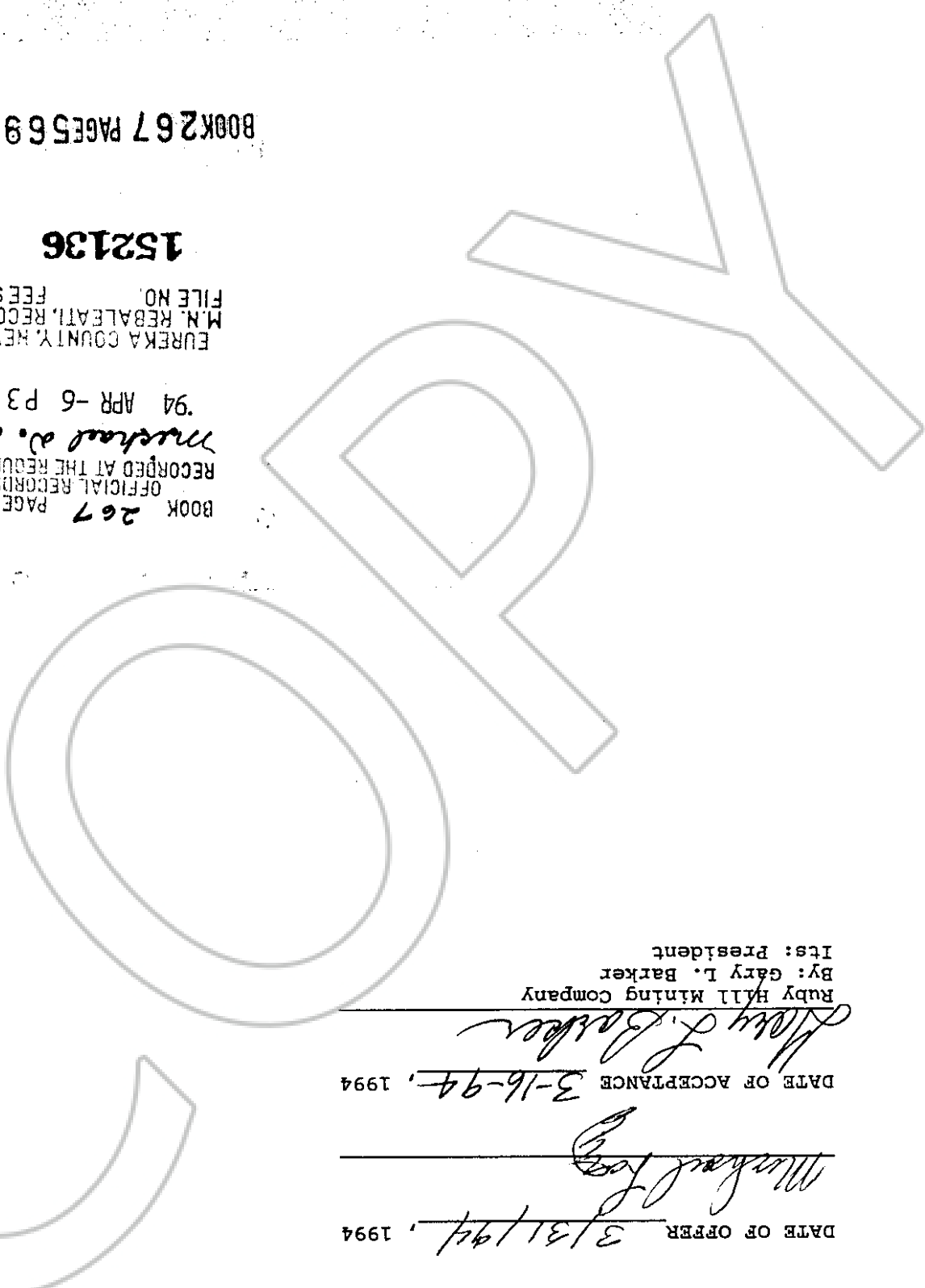
4. TIME AND PLACE OF CLOSING. Closing shall take place at the Ruby Hill Mining Company office at the Mine site no later than April 15, 1994.

DATE OF OFFER 3/31/94, 1994

DATE OF ACCEPTANCE 3-16-94, 1994

Markus Fog
Ruby Hill Mining Company
By: Gary L. Barker
Its: President

Gary L. Barker



EUREKA COUNTY, KEVADA
M.N. REBALATI, RECORDER
FILE NO. 152136
FEE \$ 8.00

BOOK 267 PAGE 568
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Markus Fog
94 APR -6 P3:17

BOOK 267 PAGE 569

DECLARATION OF VALUE

Recording Date 4-6-94 Book 267 Page 568 Instrument 152136

Full Value of Property Interest Conveyed \$ 19,000 -

Less Assumed Liens & Encumbrances _____

Taxable Value (NRS 375.018, Section 2) _____

Real Property Transfer Tax Due \$ 24.70

If exempt, state reason. NRS 375.090, Section _____
Explain: _____

INDIVIDUAL	ESCROW HOLDER
Under penalty of perjury, I hereby declare that the above statements are correct.	Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow file.
Signature of Declarant <i>Michael Barry</i>	Signature of Declarant _____
Name (Please Print) Michael Barry	Name (Please Print) _____
Address Box 341 Eureka	Address _____
City Eureka	City _____
State Nev	State _____
Zip 89316	Zip _____
Escrow Number _____	Escrow Number _____
Firm Name _____	Firm Name _____
_____	_____
_____	_____
_____	_____

NIC E/22/53