

Recorded at the request of
and when recorded return to:
Golden Trend Resources Inc.
c/o Thomas P. Erwin
Erwin & Thompson LLP
P.O. Box 40817
Reno, Nevada 89504

178406

Deed With Reservation of Net Smelter Returns Royalty

This Deed With Reservation of Net Smelter Returns Royalty (this "Deed") is made and entered into by and between Rubicon Resources Inc., a Nevada corporation ("Grantor"), whose address is PO Box 4940, Sparks, Nevada 89432, and Golden Trend Resources Inc., a Nevada corporation ("Grantee"), whose address is Suite 1440 - 1166 Alborn Street, Vancouver, BC, Canada V6E 3Z3.

Recitals

A. Grantor and J-Ptite Gold Inc., formerly known as Claimstaker Resources Ltd., a British Columbia corporation ("Claimstaker"), are parties to that certain Mining Claim Purchase Option Agreement pursuant to which Grantor granted to Claimstaker the option to purchase the Property, as defined in this Deed.

B. Claimstaker has exercised its option to purchase the Property and the parties desire that Grantor convey, grant a transfer title to the Property to Grantee, which is Claimstaker's wholly-owned subsidiary, subject to the Royalty and the rights and obligations of the parties under this Deed.

Now, therefore, in consideration of their mutual covenants and promises, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Definitions.** The following terms shall have the meanings defined below.

1.1 "Dollar" and "\$" means United States currency.

1.2 "Grantee" means Golden Trend Resources Inc., a Nevada corporation, and its successors and assigns.

1.3 "Grantor" means Rubicon Resources Inc., a Nevada corporation, and its successors and assigns.

1.4 "Net Smelter Returns" shall have the meaning prescribed in Exhibit A attached to and by this reference incorporated in this Deed.

1.5 "Property" means collectively Grantor's rights in the unpatented mining claims which are subject to this Deed, including all amendments and relocations of the unpatented mining claims and any other ownership interests, rights or tenures appurtenant to the unpatented mining

claims or to which the patented mining claims are converted in the event of the amendment or repeal of the general mining law, as amended. The unpatented mining claims which constitute the Property and which are conveyed by this Deed are situated in Eureka County, Nevada, and are described as follows:

| Claim Name | Book/Page | BLM NMC Nos. |
|-------------------|------------------|---------------------|
| GT 1-66 | 249/189-254 | 680268-680333 |
| GT 67-80 | 271/440-453 | 702491-702504 |
| GT 81-90 | 319/137-146 | 789943-789952 |

1.6 "royalty" means the production royalty reserved by and payable to Rubicon in accordance with the terms of this Deed.

1.7 "royalty Option" means the option to purchase a portion of the Royalty granted by Grantor to Grantee.

2. Conveyance of Property. For and in consideration of Grantee's payment to Grantor of the sum of Ten Dollars (\$10.00) United States currency, and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, Grantor assigns, conveys, grants, bargains and sells the Property to Grantee, and Grantee's successors and assigns, forever, subject to the reservation by and to Grantor of the Royalty.

3. Reservation of Royalty. Grantor grants, reserves and retains to itself, and Grantor's successors and assigns forever, and Grantee is covenanted and obligated to pay to Grantor, and Grantor's successors and assigns, a production royalty of three percent (3%) of the Net Smelter Returns from the production of minerals and mineral ores which are extracted or mined on, in or under the Property. The Net Smelter Returns production royalty shall be calculated, determined and paid to Grantor and Grantee shall perform the obligations described in Exhibit A attached to and by this reference incorporated in this Deed. The Net Smelter Returns production royalty reserved to Grantor under this Deed shall then and run with the Property, including any amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Property, Grantee covenants to and shall execute, deliver and record in the Office of the Recorder of Eureka County, Nevada, an instrument by which Grantee grants to Grantor the Net Smelter Returns production royalty and subjects the amended, converted or relocated unpatented mining claims and the patented claims, if applicable, to all of the burdens, conditions, obligations and terms of this Deed. The following provisions shall apply in the calculation and payment of the Royalty.

3.1 Minimum Advance Royalty Payments. Beginning on December 15, 2001, and on the like day of each subsequent year during which Grantee holds title to the Property, Grantee shall pay to Grantor the sum of Ten Thousand Dollars (\$10,000.00) as a minimum advance royalty payment. The minimum annual royalty payments paid by Grantee to Grantor in accordance with the parties' Mining Claim Purchase Option Agreement and this Deed shall be credited cumulatively to Grantee's account and against Grantee's Royalty obligations under this Deed.

3.2 Audit. At Grantor's expense, Grantor or its authorized agents shall have a right to audit and inspect Grantee's accounts and records used in calculating the Royalty payments, which right may be exercised to each payment at any reasonable time during a period of two (2) years from the date on which payment was made by Grantee. If no such audit is performed during such period, such accounts, records and payments shall be conclusively deemed to be true, accurate and correct.

3.3 Production Records. Grantee shall keep accurate records of the sale or shipment of minerals and mineral products from the Property, and these records shall be available for inspection by Grantor, at Grantor's expense, at reasonable times subject to the provisions of this Deed regarding accounts, inspection, records and payments.

4. Lesser Interest. If Grantor owns an interest in the Property which is less than the entire and undivided estate in the Property, the Royalty shall be reduced proportionately in accordance with the nature and extent of Grantor's interest so that the Royalty shall be paid to Grantor only in the proportion that Grantor's interest bears to the entire and undivided estate in the Property or the portion of the Property from which minerals or mineral materials are produced.

5. Royalty Option. Subject to all of the terms and conditions of this Deed and for the consideration described in this Deed, Grantor grants to Grantee the option to purchase an absolute two percent (2%) of the three percent (3%) Royalty. The purchase price for each absolute one percent (1%) of the Royalty shall be \$1,000,000.00. If Grantee elects to exercise the Royalty Option, in whole or in part, it shall do so in accordance with the following terms. If Grantee elects to exercise the Royalty Option, Grantee must give written notice of its election. On Grantee's delivery of the notice, Grantor and Grantee shall make diligent efforts to close the purchase and sale of the Royalty, or part of the Royalty, as applicable, within ten (10) business days after Grantee's delivery of the notice. Grantor shall execute and deliver to Grantee a conveyance of the Royalty, or part of the Royalty, as applicable, in form acceptable for recording and consistent with the terms of this Deed, and such other written assurances as are reasonably required for Grantee's closing of the Royalty Option and purchase of the Royalty. Grantee shall deliver payment of the purchase price for purchase of the Royalty by certified funds or wire transfer to an account designated by Grantor. Grantee shall pay all recording fees and real property transfer taxes, if any, for the recording of the instrument necessary to convey title to the Royalty. Upon closing of the Royalty Option, Grantor's Royalty shall be reduced by an absolute one percent (1%) or two percent (2%), as applicable, in accordance with Grantee's exercise of the Royalty Option (for example, if Grantee exercises the Royalty Option as to an absolute 1%, the Royalty percentage rate shall be reduced from 3% to 2%). Until the closing of the Royalty Option, Grantee shall pay to Grantor the Royalty for minerals and mineral products produced before the closing at the Royalty percentage rate applicable before the closing of the Royalty Option.

6. Comply with Laws. All mineral exploration, mineral development, mining and mineral processing performed by Grantee on the Property shall conform with the applicable laws and regulations of the State of Nevada and the United States of America. Grantee shall be fully responsible for compliance with all applicable federal, state and local reclamation statutes, regulations and ordinances relating to such work, all at Grantee's cost, and Grantee shall indemnify, defend and hold Grantor harmless in any and all claims, assessments, fines and actions arising from Grantee's failure to perform the foregoing obligations.

7. **Indemnity.** Grantee shall defend, indemnify and save harmless Grantor, its successors and assigns, of and from and all liability whatsoever for any claims, actions or damages, including court costs and attorney's fees, in any way arising from or relating to Grantee's occupation, ownership and use of the Property or its operations on or in the Property. The Grantee's defense, indemnification and hold harmless obligations shall extend to and include any and all claims, actions or damages arising from or relating to federal, state or local laws, regulations or ordinances concerning the preservation of the environment or reclamation of the Property, including the Comprehensive Environmental Response Compensation and Liability Act, and the Resource Conservation and Recovery Act.

8. **Inspection.** At Grantor's expense and on Grantor's advance request and notice to Grantee, Grantor or Grantor's duly authorized representatives shall be permitted to enter on the Property and Grantee's workings at reasonable times for the purpose of inspection, but they shall enter on the Property at their own risk and in such a manner as not to unreasonably delay, hinder, or interfere with the operations of Grantee. Grantor shall defend, indemnify and hold Grantee harmless from any and all damage, claims or demands arising from injury to Grantor, Grantor's agents or representatives or any third party, on the Property or on any access to the Property arising from or relating to Grantor's entry and inspection.

9. **Maintenance of Mining Claims.**

9.1 **Annual Assessment Work.** Beginning with the annual assessment work year of September 1, 2002, September 1, 2003, and for each subsequent annual assessment work year during which Grantee has title to the Property, Grantee shall perform work of a type customarily deemed applicable as assessment work and of sufficient value to satisfy the annual assessment work requirements, if any, of applicable federal, state and local laws, regulations and ordinances, and shall prepare evidence of the same in form proper for recordation and filing, and shall timely record and/or file such evidence in the appropriate federal, state and local office as required by applicable federal, state and local laws, regulations and ordinances, provided that if Grantor terminates Grantee's rights and interest in the Property in accordance with this Deed or if Grantee elects to surrender all of the unpatented mining claims which are part of the Property more than ninety (90) days before expiration of the annual assessment year, Grantee shall have no further obligation to perform annual assessment work nor to prepare, record and/or file evidence of the same with respect to all of the unpatented mining claims or the surrendered unpatented mining claims, as the case may be, for the then current or any subsequent annual assessment year.

9.2 **Mining Claim Maintenance Fees.** If under applicable federal laws and regulations federal annual mining claim maintenance or rental fees are required to be paid for the unpatented mining claims which constitute all or part of the Property, beginning with the annual assessment work year September 1, 2002, to September 1, 2003, Grantee shall properly pay the federal annual mining claim maintenance or rental fees not less than sixty (60) days before the deadline established under applicable federal laws and regulations. Grantee shall deliver to Grantor proof of Grantee's proper payment of the federal annual mining claim maintenance fees not less than forty-five (45) days before the payment deadline. Grantee shall execute and record or file, as applicable, proof of payment of the federal annual mining claim maintenance or rental fees and of

Grantee's intention to hit the Property not less than sixty (60) days before the deadline for such recording or filing prescribed by Nevada law. Grantee shall deliver to Grantor proof of Grantee's recording not less than forty-five (45) days before the deadline for the recording prescribed under Nevada law. If Grantor terminates Grantee's rights and interest in the Property in accordance with the terms of this Deed or Grantee elects to surrender to Grantor all of the unpatented mining claims which are part of the Property not less than ninety (90) days before the deadline for payment of the federal annual mining claim maintenance fees prescribed under federal law, Grantee shall have no further obligation to pay the fee to record or file proof of payment of the fees with respect to the then current or any subsequent annual assessment year for any of the unpatented mining claims. If Grantee defaults in its obligations under this Section to timely pay the federal annual mining claim maintenance fees, Grantor shall have the right to deliver notice of Grantee's default and to terminate Grantee's rights under this Deed, in which case Grantor shall have the right to instruct the escrow agent to deliver the reversionary deed executed and deposited by Grantee in escrow. If Grantee defaults in its obligations under this Section or otherwise fails to maintain the status of the Property, in addition to the remedies prescribed in this Deed, Grantor shall have all remedies and rights in equity or at law against Grantor.

10. Default. Grantee defaults in its obligations under this Deed, Grantor shall have the following remedies and rights.

10.1 Default of Minimum Payments. In the event of any default or failure by Grantee to pay the minimum payments prescribed in Section 3.1, Grantor shall be entitled to give Grantee written notice of the default, specifying details of the same. If the parties do not execute a written extension of time for payment of the minimum payment or the default is not remedied within thirty (30) days after receipt of the notice, Grantor may terminate Grantee's rights in the Property and compel delivery of the Deed deposited in escrow by Grantee. If the parties execute a written extension of time for payment, Grantee shall pay interest at the prime interest rate of Wells Fargo Bank N.A., San Francisco, California, plus two percent (2%) from the due date of the minimum payment until payment made in accordance with the written extension. If Wells Fargo Bank N.A., San Francisco, or its successor, dissolves or no longer exists, the prime rate shall be that established by the largest commercial bank having an office in San Francisco, California.

10.2 Other Defaults. Except as otherwise expressly provided in this Deed, in the event of any default or failure by Grantee to comply with any of the covenants, terms or conditions of this Deed, Grantor shall be entitled to give Grantee written notice of the default, specifying details of the same. If such default is not remedied within thirty (30) days after receipt of the notice, provided the same can reasonably be done within that time, or, if not, if Grantee has not within that time commenced action to cure the same or does not after such commencement diligently prosecute such action to completion, Grantor may terminate this Deed by delivering notice to Grantee of Grantor's termination of this Deed. Termination shall not be based on a default or on a failure to remedy the same which results from any cause beyond the reasonable control of Grantee, including, without limitation, force majeure. If Grantee contests any alleged default, Grantee may give written notice of such contest to Grantor during the period allowed for Grantee's cure of any alleged default. If Grantee notifies Grantor of Grantee's contest of the alleged default, Grantor shall have no right to deliver notice of termination or to terminate this Deed until such time as a court of competent jurisdiction enters a decree or order that Grantee is in fact in default under this Deed and the times for amendment, appeals

and review of the decree order have expired. If a court of competent jurisdiction enters a decree or order that Grantee is in default under this Deed, Grantee shall have thirty (30) days after entry of the decree or order and expiration of all times for amendment, appeal and review of the decree or order during which to commence action to cure the default as determined by the court of competent jurisdiction.'

10.3 Default in Maintenance of Property. If Grantee fails to timely pay the federal annual mining claim maintenance fees in accordance with Section 9, in addition to the other remedies provided in Section 9 and Section 10, Grantor shall have all remedies and rights in equity or at law against Grantee.

11. Reconveyance or Surrender of Mining Claims. If Grantor terminates Grantee's rights in the Property in accordance with this Deed or if Grantee elects to surrender all of the unpatented mining claims which constitute the Property, Grantee shall promptly execute and deliver to Grantor a deed of Grantee's right, title and interest in and to all of the mining claims which constitute the Property, free and clear of any adverse claim, encumbrance or lien against Grantor's title to the Property. Grantee shall have no right to surrender less than all of the unpatented mining claims which constitute the Property except on the parties' mutual agreement. Grantor shall have the right to cause the holder of a deed executed by Grantee to Grantor and deposited in escrow to be delivered to Grantor in accordance with the terms of the parties' escrow instructions.

12. Data. Upon termination of Grantee's rights in the Property or Grantee's surrender to Grantor of all of the unpatented mining claims which constitute the Property, Grantee shall deliver to Grantor copies of all leases, drill logs, maps, reports and any other data regarding the Property and any cuttings or cores from the Property in Grantee's possession at the time of such termination or surrender which before such termination or surrender have not been delivered to Grantor. Grantee agrees that it will within thirty (30) days of such termination or surrender deliver the data and other items to Grantor. Grantee shall have no liability on account of any such information received or acted on by Grantor or any other party to whom Grantor delivers such information.

13. Governing Law and Forum Selection. This Deed shall be construed and enforced in accordance with the laws of the State of Nevada. The parties submit to the jurisdiction of the state courts within and the United States District Court for the district and division in which the Property is situated, and waive objections to the jurisdiction of such courts and venue of any actions or proceedings in such court arising from or relating to this Deed.

14. Severability. If any part, term or provision of this Deed is held by a court of competent jurisdiction to be illegal in conflict with any law of the United States or any state, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

15. Assignment. No change in ownership of Grantor's interest in the Royalty shall affect Grantee's obligations under this Deed unless and until Grantor delivers and Grantee receives certified copies of instruments recorded or other documents necessary to demonstrate the change in ownership of Grantor's interest. No other type of notice, whether actual or constructive, shall be binding on

Grantee. Until Grantee receives Grantor's notice and the documents required to be delivered under this Section, Grantee must continue to make all payments under this Deed as if the transfer of Grantor's ownership interest had not occurred. No division of Grantor's ownership as to all or any part of the Property shall enlarge Grantee's obligations or diminish Grantee's rights under this Deed, and Grantee may disregard any such vision.

Grantor and Grantee have executed this Deed effective 29 March, 2002

Rubicon Resources Inc.

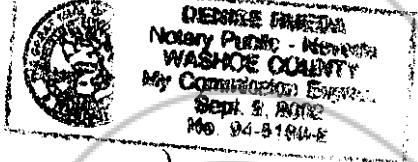
By David R. Shaddrick
David R. Shaddrick, President

Golden Trend Resources Inc.

By Nick Ferris
Nick Ferris, President

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ss.
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This Deed With Reservation of Net Smelter Returns Royalty was acknowledged before me on March 29, 2002 by David R. Shaddrick as President of Rubicon Resources Inc.



Denise Ruest
Notary Public

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ss.
)

This Deed With Reservation of Net Smelter Returns Royalty was acknowledged before me on March 26, 2002 by Nick Ferris as President of Golden Trend Resources Inc.

Julian Porritt
Notary Public

JULIAN PORRITT
Barrister & Solicitor
#300 235 - 15th Street
West Vancouver, B.C. V7V 2X1
(604) 878-1522



**Exhibit A Deed With Reservation of Net Smelter Returns Royalty
Between Rubicon Resources Inc., a Nevada corporation ("Recipient") and
Goldend Resources Inc., a Nevada corporation ("Payor")**

Net Smelter Returns Provisions

Recipient: Rubicon Resources Inc.

Payor: Golden Td Resources Inc.

Net Smelter Returns Provisions

1. Definitions. Terms defined in the Deed With Reservation of Net Smelter Returns Royalty to which this Exhibit A is attached shall have the same meaning in this Exhibit A. The following defined terms, wherever used in this Exhibit, shall have the meanings described below:

1.1 "Deed" means the Deed With Reservation of Net Smelter Returns Royalty to which this Exhibit is attached.

1.2 "Gold Production" means the quantity of refined gold returned to Payor's account by an independent third party refinery for gold produced from the Property during the calendar month on either a provisional or final settlement basis.

1.3 "Gross Value" shall be determined on a calendar month basis and have the following meanings with respect to the following Minerals:

1.3.1 Gold

(a) If Payor sells unprocessed gold ores, or gold dore or gold concentrates produced from Minerals then Gross Value shall be equal to the proceeds received by Payor during the calendar month from such sales. Payor shall have the right to sell such unprocessed gold ores, gold dore and gold concentrates to an affiliated party, except that such sales shall be considered, solely for the purpose of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

(b) If Payor produces refined gold (meeting the specifications of the London Bullion Market Association) from Minerals, and if Section 1.3.1(a) above is not applicable, then for purposes of determining Gross Value, the refined gold shall be deemed to have been sold at the Monthly Average Gold Price for the month in which it was refined. The Gross Value shall be determined by multiplying Gold Production during the calendar month by the Monthly Average Gold Price.

1.3.2 Silver

(a) If Payor sells unprocessed silver ores, or silver dore or silver concentrates produced from Minerals then Gross Value shall be equal to the proceeds received by Payor during the calendar month from such sales. Payor shall have the right to sell such unprocessed silver ores, silver dore and silver concentrates to an affiliated party, provided that such sales shall be considered, solely for the purpose of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

(b) If Payor produces refined silver (meeting the specifications for refined silver subject to the New York Silver Price published by Handy & Harmon) from Minerals, and if

Section 1.3.2(a) above is not applicable, the refined silver shall be deemed to have been sold at the Monthly Average Silver Price for the month in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the calendar month by the Monthly Average Silver Price.

1.3.3 Other Minerals.

(a) If Payor sells unprocessed ores, dore or concentrates of any Minerals other than gold or silver, the Gross Value shall be equal to the amount of proceeds received by Payor during the calendar month from such sales. Payor shall have the right to sell such unprocessed ores, dore or concentrates to an affiliated party, provided that such sales shall be considered, solely for the purpose of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from unaffiliated third party in similar quantities and under similar circumstances.

(b) If Payor produces refined or processed metals from Minerals other than refined gold or refined silver, and if Section 1.3.3(a) above is not applicable, then Gross Value shall be equal to the amount of proceeds received by Payor during the calendar month from the sale of such refined or processed metals. Payor shall have the right to sell such refined or processed metals to an affiliated party, provided that such sales shall be considered, solely for purposes of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

1.4 "Monthly Average Gold Price" means the average London Bullion Market Association Afternoon Gold Fix, calculated by dividing the sum of all such prices reported for the calendar month by the number of days in which such prices were reported during that month. If the London Bullion Market Association Afternoon Gold Fix ceases to be published, all such references shall be replaced with references to prices of gold for immediate sale in another established market selected by Payor, as such prices are published in Metals Week magazine.

1.5 "Monthly Average Silver Price" means the average New York Silver Price as published daily by Handy & Harmon, calculated by dividing the sum of all such prices reported for the calendar month by the number of days in such calendar month for which such prices were reported. If the Handy & Harmon quotations cease to be published, all such references shall be replaced with references to prices of silver for immediate sale in another established market selected by Payor as published in Metals Week magazine.

1.6 "Net Smelter Returns" means the Gross Value of all Minerals, less all costs, charges and expenses paid or incurred by Payor with respect to the transportation, processing, treatment and upgrading of such Minerals, including without limitation:

1.6.1 Charges for treatment in the smelting and refining processes (including handling, processing, interest and provisional settlement fees, sampling, assaying and representation costs; penalties and other processor deductions); and

1.6.2 All costs of transportation (including freight, insurance, security, transaction taxes, handling, port, durrage, delay and forwarding expenses incurred by reason of or in the course of such transportation) Minerals to the place of treatment, including any costs incurred by Payor for transportation of such Minerals from the Property to the place of sale.

1.7 "Payor" means Golden Trend Resources Inc., a Nevada corporation, and its successors and assigns.

1.8 "Recipient" means the party to whom the Net Smelter Returns production royalty is payable.

1.9 "Silver Praction" means the quantity of refined silver outturned to Payor's account by an independent third-party refinery for silver produced from the Property during the calendar month on either a provisional or final settlement basis.

2. Payment Proceeds.

2.1 Accrual Obligation. Payor's obligation to pay the Net Smelter Returns royalty shall accrue upon the sale of refined metals, dore, concentrates, ores or other Minerals products or, if refined metals are produced upon the outturn of refined metals meeting the requirements of the specified published price to Payor's account.

2.2 Futures or Forward Sales, Etc.. Except as provided in Sections 1.3.1(a), 1.3.2(a) and 1.3.3 above (with respect to sales of unprocessed gold and silver and sales of Minerals other than gold and silver), Gross Value will be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Payor, specifically including but not limited to forward sales, futures trading or commodities option trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals produced from Minerals.

2.3 Sampling and Commingling. All Minerals for which a Net Smelter returns royalty is payable shall be measured, sampled and analyzed in accordance with sound mining and metallurgical practices. After such measurement, Payor may mix or commingle Minerals with ores from properties other than the Property.

2.4 Monthly Calculations and Payments. Net Smelter Returns royalties shall be determined on a calendar month basis. Net Smelter Return royalties shall be paid on or before the last business day of the calendar month immediately following the last day of the calendar month in which same accrued.

2.5 Statement. At the time of payment of the Net Smelter Returns royalty, Payor shall accompany such payment with a statement showing in reasonable detail the quantities and grades of refined gold, silver or other metals or dore, concentrates or ores produced and sold or deemed sold by Payor in the preceding calendar month; the Monthly Average Gold Price and Monthly Average Silver Price, as applicable; and other deductions, and other pertinent information in reasonable detail to explain the calculation of Net Smelter Returns royalty payment with respect to such calendar month. Payment shall be made to the address provided in the Deed to which this Exhibit is attached for purposes of notices.

2.6 Inventor and Stockpiles. Payor shall include in all monthly statements a description of the quantity and quality of any gold or silver dore that has been retained as inventory for more than ninety (90) days. Recipient shall have thirty (30) calendar days after receipt of the statement to either (a) elect that the dore be deemed sold, with Gross Value to be determined as provided in Sections 1.3.1 (b), with respect to gold and 1.3.2(b), with respect to silver, as of such thirtieth (30th) day utilizing the mine weights and assay of such dore and utilizing a reasonable recovery rate for refined metal and reasonable deemed charges for all deductions specified in Section 1.6 above, or (b) elect to wait until such time as royalties otherwise would become payable pursuant to Sections 1.3.1(b) and 1.3.2(b). The failure of Recipient to respond within such time shall be deemed to be an election to use the methods described in Sections 1.3.1(b) and 1.3.2(b). No Net Smelter Returns royalty shall be due with respect to stockpiles of ores or concentrates unless and until such ores or concentrates are actually sold.

2.7 Final Settlement. All Net Smelter Returns royalty payments shall be considered final and in full satisfaction of Payor's obligations, unless Recipient gives Payor written notice describing a specific objection to the calculation within one year after receipt by Recipient of the monthly statement provided for in 2.5. Recipient shall have the right to audit Payor's records as provided in the Deed. If such audit determines that there has been a deficiency or an excess in the payment made to Recipient,

such deficiency or excess shall be resolved by adjusting the next monthly Net Smelter Returns royalty payment due Recipient. Recipient shall pay all costs of such audit unless a deficiency of five percent (5%) or more of the Net Smelter Returns royalty due for the calendar month in question is determined to exist. Payor shall pay the costs of such audit if a deficiency of five percent (5%) or more of the amount due for the calendar month in question is determined to exist. All books and records used by Payor to calculate the Net Smelter Returns royalties due shall be kept in accordance with generally accepted accounting principles.

2.8 Owner's Transfer or Encumbrance of Royalty. Recipient may transfer, pledge, mortgage, charge or otherwise encumber all or any part of its right, title and interest in and to the Net Smelter Returns royalty except that Payor shall be under no obligation to make its payments to such assignee, transferee, pledgee or other third party until Payor's receipt of written notice concerning the assignment, transfer or pledge.

COPY

BOOK *348* PAGE *393*
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Golden Trend Resources
02 JUL 31 PM 1:12

LUREN COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES *24⁰⁰*

178406

State of Nevada Declaration of Value

1. Assessor Parcel Number(s)
 a) n/a
 b) _____
 c) _____
 d) _____

2. Type of Property:
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg. f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 i) Other mining clas

| FOR RECORDERS OPTIONAL USE ONLY | |
|---------------------------------|------------------|
| Document/Instrument #: | <u>178406</u> |
| Book: <u>348</u> | Page: <u>393</u> |
| Date of Recording: | <u>7-31-02</u> |
| Notes: | _____ |

3. Total Value/Sales Price of property: \$ 0
 Deduct Assumed Liens and Encumbrances: (_____)
 (Provide recording information: Doc/Instrument #: _____ Book: _____ Page: _____)
 Transfer Tax Value per NRS 375.010, Section 2: \$ _____
 Real Property Transfer Tax: \$ 0

4. If Exemption Claimed:
 a. Transfer Tax Exempt, per NRS 375.090, Section: 9
 b. Explain Reason for Exemption: unpatented mining claims

5. Partial Interest: Percentage transferred: _____ %

The undersigned Seller (Grantor) (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for additional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: David R. Shaddrick
 Print Name: David R. Shaddrick
 Address: Rubicon Resources, PO Box 4940
 City: Sparks,
 State: Nevada Z 89432
 Telephone: (775) 746-2071
 Capacity: President

BUYER (GRANTEE) INFORMATION

Buyer Signature: Thomas P. Erwin
 Print Name: c/o Thomas P. Erwin
 Address: One E. Liberty St., #424
 City: Reno
 State: NV Zip: 89501
 Telephone: (775) 786-9494
 Capacity: Agent and Attorney for Buyer

COMPANY REQUESTING RECORDING

Co. Name: _____ Esc. #: _____
 (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)