

**SPECIAL WARRANTY DEED WITH RESERVATION OF ROYALTY**

THIS SPECIAL WARRANTY DEED WITH RESERVATION OF ROYALTY is made and entered into this 2<sup>nd</sup> day of February 2002, by and among Atlas Minerals Inc., a Colorado corporation, and its wholly-owned subsidiaries Atlas Gold Mining Inc. and Atlas Precious Metals Inc., both Nevada corporations, the address for each of which is 10920 W. Alameda Ave., Lakewood, Colorado 80226 (collectively, "Atlas"), and Bonanza Explorations, Inc., a Nevada corporation, whose address is 2900 Gentry Way, Suite #6, Reno, Nevada 89502 ("Bonanza").

PURSUANT TO THAT certain Option and Acquisition Agreement among Atlas Corporation (predecessor-in-interest to Atlas Minerals Inc.) Atlas Gold Mining Inc., Atlas Precious Metals Inc., and Vengold Inc. (predecessor-in-interest to Bonanza), dated as of August 27, 1999 (the "Agreement"), Atlas granted to Bonanza the option to purchase certain patented mining claims listed Exhibit A attached hereto and incorporated herein by reference (the "Claims"), and Bonanza has now exercised that option.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Atlas hereby grants, bargains and sells the Claims to Bonanza, reserving to Atlas Production Royalty described below. The conveyance of the Claims by Atlas is made subject to all liens, claims and encumbrances of record and pertaining to the Claims.

ATLAS CONVEYS THE CLAIMS TOGETHER WITH all lodes, ledges, veins and mineral-bearing rock both known and unknown, lying within the boundaries of the Claims, together with all dipsheds, and angles, and all the ores, mineral-bearing quartz, rock and earth or other deposits then or thereon and all of the rights, privileges and franchises thereto incident, and all appurtenant tenements and hereditaments thereunto or in anywise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of Atlas of, in or to the Claims and every part and parcel thereof, including all after acquired title.

ATLAS HEREBY reserves, and Bonanza hereby agrees to pay to Atlas, its successors and assigns, a production royalty (the "Production Royalty"), which the parties intend to be a covenant running with the land, from the production and sale by Bonanza, its successors and assigns, of Mineral Products (as defined in Exhibit B) from the Claims. The percentage of Net Smelter Returns payable to Atlas is two percent of Net Smelter Returns. The calculation and payment of the Production Royalty shall be made in accordance with the provisions of Exhibit B attached hereto and incorporated herein by reference.

ATLAS HEREBY warrants and will forever defend title to the Claims against all persons claiming any interest therein by, through or under Atlas.

IN WITNESS WHEREOF, Atlas and Bonanza have caused this Special Warranty Deed to be duly executed and delivered as of the date first above written.

Atlas Minerals Inc., a Colorado corporation

Bonanza Explorations, Inc., a Nevada corporation

By: [Signature]  
Name: Gary E. Davis  
Title: Principal Financial Officer

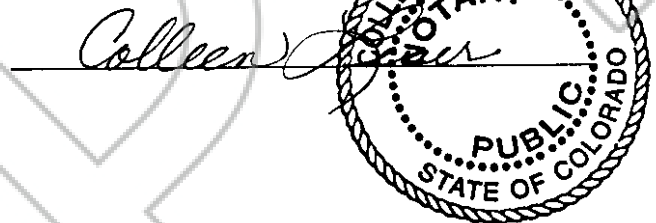
By: [Signature]  
Name: Brian Kinnin  
Title: President

STATE OF COLORADO )  
 ) ss:  
COUNTY OF JEFFERSON )

This instrument was acknowledged before me on February 20, 2002, by Gary E. Davis as Principal financial officer of Atlas Minerals Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires 4/29/2003



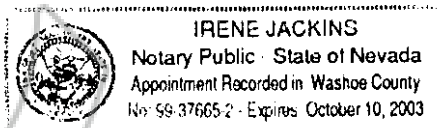
STATE OF NEVADA )  
 ) ss:  
COUNTY OF WASHOE )

This instrument was acknowledged before me on June 7, 2002, by Brian Kinnin as President of Bonanza Explorations, Inc., a Nevada corporation.

WITNESS my hand and official seal.

My commission expires 10-10-03

[Signature]



BOOK 349 PAGE 106

**EXHIBIT A**

The following patented mining claims situated in Sections 22, 23, 26, 27, and 28, Township 22 North, Range 49 E, Mt. Diablo Meridian, Eureka County, Nevada:

	CLAIM NAME	MINERAL SURVEY #	PATENT #	ACRES
WAH 29		5004	27-89-0038	20.661
WAH 31		5004	27-89-0038	20.661
WAH 33		5004	27-89-0038	20.661
WAH 35		5004	27-89-0038	20.624
WAH 37		5004	27-89-0038	20.661
WAH 39		5004	27-89-0038	20.661

Subject to reservations the United States of America and comprising a total of 123.929 acres.

## EXHIBIT B

### NET SMELTER ROYALTY INTEREST

1. The Production Royalty will be 2% of the Net Smelter Returns (as hereinafter defined) and will be paid to Atlas pursuant to the provisions and in accordance with the terms of this Exhibit B.
2. Net Smelter Returns will be calculated on a calendar quarterly basis and will be equal to Gross Revenue (as hereinafter defined) less Permissible Deductions (as hereinafter defined) for such quarter.
3. In this Exhibit the following words have the following meanings:
  - a. "Gross Revenue" means the aggregate of the following revenues (without duplication) actually received or accrued in each quarterly period:
    - i. revenue from arm's length purchasers of all Mineral Products;
    - ii. fair market value of all Mineral Products sold to persons not dealing at arm's length with the processor; and
    - iii. proceeds of insurance on Mineral Products.
  - b. "Mineral Products" means all ores, concentrates, minerals and refined or semi-refined products produced from the Claims.
  - c. "Payor" means Bonanza and its successors and assigns who own or hold an interest in all or any portion of the Claims.
  - d. "Payee" means Atlas or any successor or assign of Atlas who is the holder of all or any portion of the Production Royalty.
  - e. "Permissible Deductions" means the aggregate of the following charges (without duplication) that are paid or accrued with respect to Mineral Products produced from the Claims in each quarterly period:
    - i. costs, expenses and charges of any nature whatsoever which are either paid or incurred in connection with refinement or beneficiation of Mineral Products, including all smelter and refinery charges and all weighing, sampling, assaying, representation and storage costs, any umpire charges, and any penalties charged by the processor, refinery or smelter, but

not including mining, milling or concentration charges paid or incurred with respect to Mineral Products;

ii. transportation costs for Mineral Products from the Claims to the place of beneficiation, processing or treatment and thence to the place of delivery of Mineral Products to a purchaser thereof, including shipping, freight, handling and forwarding expenses;

iii. sales charges levied by any sales agent on the sale of Mineral Products;

iv. in transit insurance on Mineral Products; and

v. sales, excise, production, import, export and other taxes and levies, including mining taxes on such Mineral Products (but excluding income taxes).

f. All terms which are defined in the Special Warranty Deed to which this Exhibit B is attached and are used herein shall have the same meaning as defined in the Special Warranty Deed, unless the context expressly requires otherwise.

4. For greater certainty, and without limiting the generality of the foregoing, all charges deducted by an arm's length purchaser of ores or concentrates whether for smelting, treatment, handling, refining, storage or any other operation on or service relating to the Mineral Products that occurs after the point of sale shall be considered to be legitimate deductions in arriving at the Net Smelter Returns amount.

5. Payor shall have the right to commingle ore or concentrates produced from the Claims with ores or concentrates produced from other mineral properties in which the Payor may have an interest, provided that Payor shall (i) adopt and employ reasonable practices and procedures for weighing, determining moisture content, sampling and assaying such ore or concentrates and recording such data, and (ii) utilize reasonably accurate recovery factors to determine the amount of Mineral Products payable to Claims. The Payee or its authorized representative shall have the right at all reasonable times during normal business hours to examine and audit from time to time at its own expense the records of the Payor relative to the commingling of ores and concentrates produced from the Claims.

6. Payor agrees to maintain up-to-date and complete records for any operations carried out on or with relation to Claims in respect of which a Royalty is payable. If treatment and/or smelting of the Mine Products derived from such operations is performed off the Claims, accounts, records, statements and returns relating to such treatment and smelting arrangements shall be maintained by Payor. Payee or its agents shall have the right at all reasonable times during normal business hours to inspect such accounts, records, statements and returns and make copies thereof at its own expense for the sole purpose of verifying the amount of Production Royalty payments.



7. The Production Royalty will be calculated and paid within sixty (60) days after the end of each calendar quarter. Interim settlement sheets, if any, and a statement setting forth calculations in sufficient detail to show the payment's derivation (the "Statement") must be submitted with the payment.

8. In the event that all amounts required for the calculation of the Royalty are not available within the time period referred to in Section 7 of this Exhibit B, then provisional amounts will be estimated and the Production Royalty paid on the basis of this provisional calculation. Positive or negative adjustments will be made to the Production Royalty payment made during the succeeding quarter.

9. Subject to the adjustment provisions of this Exhibit B, all Production Royalty payments will be considered final in full satisfaction of all obligations of the Payor with respect thereto, unless the Payee delivers to the Payor a written notice ("Objection Notice") describing and setting forth a specific objection to the calculation thereof within sixty (60) days after receipt by the Payee of a Statement. If the Payee objects to a particular Statement as herein provided, the Payee will, for a period of sixty (60) days after the Payor's receipt of such Objection Notice, have the right, upon reasonable notice and at a reasonable time, to have the Payor's accounts and records relating to the calculation of the Production Royalty in question audited by the auditors or other representative of the Payee. If such audit determines that there has been a deficiency or an excess in the payment made to the Payee such deficiency or excess will be resolved by adjusting the next quarterly Production Royalty payment due hereunder. The Payee will pay all the costs and expenses of such audit unless a deficiency of five (5%) percent or more of the amount due is determined to exist. The Payor will pay the costs and expenses of such audit if a deficiency of five (5%) percent or more of the amount due is determined to exist. All books and records used and kept by the Payor to calculate the Production Royalty due hereunder will be kept in accordance with Canadian generally accepted accounting principles. Failure on the part of the Payee to make claim against the Payor for adjustment in such sixty (60) day period by delivery of an Objection Notice will conclusively establish the correctness and sufficiency of the Statement and Production Royalty payments for such quarter, and forever preclude the filing of exceptions thereto or filing of claims for adjustment thereon by the Payee. Nothing herein will limit the Payee's right to bring out of fraud.





# The United States of America

To all to whom these presents shall come, Greeting:

N-46460

129373

WHEREAS

Atlas Gold Mining Inc.

is entitled to a patent pursuant to the general mining laws, R. S. 2325, as amended, (30 U.S.C. 29, and R. S. 2325, 2337, as amended and supplemented (30 U.S.C. 29, 42a) - the land embraced within the WAH 29, WAH 31, WAH 33, WAH 35, WAH 37, WAH lode claims and AM 107, AM 108, AM 109, AM 115, AM 116, AM 117, AM 162 and A209 millsite claims designated and described as:

Survey Nos. 5004005, 5006 and 5007, within sections 22, 23, 26, 27 and 28, T. 22 N., R. 3 E., Mount Diablo Meridian, situated in the Roberts Mountain Mining district, Eureka County, Nevada, the said claims being more particularly described in the official field notes and depicted on the official plat which are expressly made a part of this patent and copies of which are attached hereto; aggregating 163.929 acres.

NOW KNOW YE, that there is, therefore, granted by the United States unto Atlas Gold Mining Inc. the lands above described; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto Atlas Gold Mining Inc., its successors and assigns forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 5); and,
2. All leasing of minerals (including geothermal steam and associated geothermal sources) in the land above described and the right of the United States, its lessees, permittees, and licensees to enter upon the land prospect for, drill, mine, treat, store and remove the same, and use so much of the surface and subsurface of said lands as may be necessary for such purposes, in accordance with the provisions of the Act of August 13, 1954, as amended (30 U.S.C. 521 and 1002).

BOOK 349 PAGE 05  
OFFICIAL RECORD  
RECORDED AT THE REQUEST OF  
*Bonanza Explorations Inc*  
02 AUG 15 PM 3:

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 2000  
**178486**

SEAL  
affixed  
27-2 0038

Patent Number

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Reno, Nevada  
the FOURTEENTH day of JULY  
in the year of our Lord one thousand nine hundred and EIGHTY NINE  
and of the Independence of the

United States the two hundred and THIRTEENTH

By

*Fred Wolf*  
Associate State Director, Nevada

BOOK 202 PAGE 01

BOOK 349 PAGE 11

STATE OF NEADA

DECLARATION OF VALUE

This form pertains to the  
 WAM 29, 31, 33, 35, 37, and 39  
 Patented lode mining claims  
 in T22N, 49E, Sections 22, 23, 26, 27, and 28.

## FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument#: 178486  
 Book: 349 Page: 105 - 111  
 Date of Recording: 8/15/02  
 Notes: \_\_\_\_\_

## 1. Assessor Parcel Mber (s)

a) 4100015  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

## 2. Type of Property:

a) ☐ Vacant d) ☐ Single Fam Res.  
 c) ☐ Condo/Hse d) ☐ 2-4 Plex  
 e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l  
 g) ☐ Agricult h) ☐ Mobile Home  
 i) ☒ Other Patented claims

## 3. Total Value/Sale Price of Property:

Deed in Lieu of Fdlosure Only (value of property)

\$ NA

Transfer Tax Value

\$ NA

Real Property Trans Tax Due:

\$ 8,600.00\$ 11.18

## 4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_

b. Explain Reason Exemption: \_\_\_\_\_

## 5. Partial Interest: Percentage being transferred:

100 %

The undersigned decds and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, ththe information provided is correct to the best of their information and belief, and can be suprted by documentation if called upon to substantiate the information provided herein. Furrmore, the disallowance of any claimed exemption, or other determination of additional tax due, ly result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 3730, the Buyer and Seller shall be jointly and severally liable for any additional amount od.

Signature

[Signature]Capacity President - Buyer

Signature

Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bonanza Explorations IncAddress: 290 Bentley Way, Suite 6City: RenoState: NVZip: 89502

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE LER OR BUYER)

Print Name: \_\_\_\_\_

Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)