

BOOK 376 PAGE 095-104  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Windfall Venture*  
2004 MAR -8 AM 8:47

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 23.00

**185752**

**Royalty Deed**

This Royalty Deed (this "Royalty Deed") is made effective as of the 22nd day of January, 2004, from Windfall Venture, a Colorado general partnership, the address of which is P.O. Box 2183, Grand Junction, Colorado, 81502 ("Grantor") to SUZANNE K. WILSON, WILLIAM BRENT WILSON, JULIET R. WILSON and HOLLIS C. WILSON, the address of each of whom is P.O. Box 2183, Grand Junction, CO 81502; ROBERT G. WILSON, whose address is P.O. Box 604, Grand Junction, CO 81502; M.E. FOSTER, whose address is 915 Lakeside Court, Grand Junction, CO 81506; CHAN EDMONDS, whose address is P.O. Box 604, Grand Junction, CO 81502; and ROBERT G. WILSON, Trustee whose address is P.O. Box 604, Grand Junction; CO 81502, TIMOTHY KING WILSON, whose address is 2240 Solari Drive, Reno NV 89509 and GREGORY ARTHUR WILSON, whose address is 1475 Autumn Hills Drive, Reno, NV 89511. The foregoing ten parties are hereinafter referred to as "Grantees."

1.1 The Grantor, for and in consideration of Ten Dollars (\$10) and other valuable consideration received from Grantees, the receipt and sufficiency of which is acknowledged, hereby bargains, sells, deeds and conveys to Grantees, their successors, personal representatives, heirs and assigns, a perpetual overriding royalty interest (the "Royalty") in the amount (the "Total Royalty") as specified below, in and to all minerals and mine products produced from those certain unpatented lode mining claims ( the "Mining Claims"), situated in the Eureka

C:\Documents and Settings\IBM PREFERRED USER\My Documents\1\_2004 Supplemental Roy Deed.doc

Mining District in Eureka County, Nevada, the names of which, together with the book and page of the recording information of the location certificates thereof are shown on Exhibit A hereto attached. Mining Claims shall include any amendments or relocations and other mining claims located within the exterior peripheral boundary of this group of Mining Claims, which locations, amendments or relocations are made by Grantor or its successors and assigns. Grantees previously held royalties in unpatented lode mining claims which were abandoned (the "Abandoned Claims"), and which bore the same names and occupied the same land as the individual Mining Claims. The Royalty granted hereunder which pertain to the Mining Claims is granted in lieu of, and not in addition to, the royalties which the Grantees previously held on the Abandoned Claims.

1.2 The Total Royalty conveyed under this Royalty Deed is hereby conveyed in the respective undivided percentages to the individual Grantees, their successors, personal representatives, heirs and assigns, as set forth in the following tabulation:

<u>Grantees</u>	<u>Royalty Percentage</u>
Suzanne K. Wilson	9.659 %
William Brent Wilson	9.659 %
Juliet R. Wilson	9.659 %
Hollis C. Wilson	9.659 %
Robert G. Wilson	6.667 %
M.E. Foster	9.697 %
Chan Edmonds	6.667 %
Robert G. Wilson, Trustee	13.333 %
Timothy King Wilson	12.500 %
Gregory Arthur Wilson	12.500 %
Total	100.000 %

The Royalty to be paid to the Grantees shall be calculated and paid as follows:

Percentage, Royalty Bases, and Method of  
Calculation of Royalty

2.1 Percentage of Royalty. Under and by virtue of the Royalty hereby conveyed to Grantees, Grantor shall pay to the Depository Agent, for the individual accounts of Grantees, as provided in Section 2.6 below, the Royalty. The Grantees shall own the Royalty in the amounts of the undivided ownership of each as set forth in paragraph 1.2, above. The Total Royalty herein conveyed consists of an overriding royalty equal to a total of four percent (4%), subject, however, to adjustment as provided in Section 2.2 below, with respect to all gold, silver, and other saleable ores metals, minerals, materials and other mine or mill product (referred to, collectively, as "Production") produced from the Mining Claims in accordance with the provisions hereinafter set forth. Calculation of the Royalty shall be accomplished by multiplication of the Total Royalty percentage of four percent (4%), subject to possible adjustments under Section 2.2, below, by the sum of the applicable Royalty bases, for a particular Quarter (the "Royalty Base(s)") all in the manner and in accordance with the provisions set forth in this Article II.

2.1(a) Gold and/or Silver: The Royalty Base applicable to gold or silver produced from the Mining Claims, other than gold or silver contained in ores or concentrate which are subject to 2.1 (b) or (c), below, shall be the "Gross Value", calculated as herein below specified, whether produced by in situ or solution mining, by mining ores and the extraction of gold or silver by means of heap or vat leaching, by milling or other extraction method and by refining to produce Bullion. The term "Bullion", as used herein, means refined gold or silver meeting the generally accepted commercial standards for refined gold or refined silver, as the case may be, recovered

from Production by refining by an independent third-party refinery or refineries. The number of ounces (wherever used herein "ounces" refers to Troy ounces) of gold or silver contained in Bullion recovered in each calendar quarter ("Quarter" or "Quarterly," as the case may require) from Production shall be determined by the records pertaining thereto of the said refinery or refineries.

2.1 (a) (1) Calculation of "Gross Value". "Gross Value" as used in this section 2.1(a) shall be determined by multiplying the ounces of gold and of silver contained in Bullion recovered during any calendar Quarter by the respective average price for gold and silver Bullion for that Quarter, as follows:

(i) The average Quarterly price of gold for the Quarter of production shall be calculated by dividing the sum of all of the prices for gold reported for the Quarter by the London Bullion Market Association in its P.M. Gold Fixes divided by the number of days for which such prices were reported.

(ii) The average Quarterly price for silver for the Quarter of production shall be determined by the average New York Silver Price as published daily by Handy and Harman, calculated by dividing the sum of all such prices reported for the Quarter by the number of days for which such prices were reported.

(iii) The quotational source for gold and silver referred to in (i) and (ii) above shall be the Wall Street Journal, a Dow Jones and Company, Inc., publication.

(iv) If either the London Bullion Market Association P.M. Gold Fix or the Handy & Harman silver quotations cease to be published, all such references shall be replaced with references to prices of gold or silver for immediate delivery in the most nearly comparable established market selected by Grantor as published in "Metals Week" or a similar publication.

2.1 (a) (2) Precious Metals Royalty Base. The product obtained by multiplying the number of ounces of gold contained in Bullion recovered during any Quarter by the average Quarterly price for gold for such Quarter (as such average Quarterly price is determined as above provided), shall be added to the product obtained by multiplying the number of ounces of silver

contained in Bullion recovered during that Quarter by the average Quarterly price for silver for such Quarter, (as such average Quarterly price is determined as above provided), and the sum of those amounts shall constitute the Royalty Base for calculation of gold/silver Royalty applicable to this section 2.1(a) due for that Quarter.

2.1 (b) Royalty Base for Ore or Concentrate Sold to Smelter: The Royalty Base for calculation of Royalty in respect to ore produced from the Mining Claims and/or concentrate derived from ores produced from the Mining Claims which are sold in an arms-length sale to a third-party smelter by Grantor in a particular Quarter shall be the Net Smelter Returns received therefrom. The term "Net Smelter Returns" means the amount actually received by Grantor from the Smelter less, (i) the costs of surface transportation, inclusive of insurance, of the ores from the Mining Claims (in the case of ores sold in the crude state) or of the concentrates from the mill (in the case of the sale of concentrate derived from such ores) to the smelter, to the extent that such costs are paid by Grantor, (ii) the costs of smelting such ores or concentrates if paid by Grantor and (iii) any metallurgical penalties, surcharges or other charges made or imposed by the smelter to the extent the same are paid by Grantor.

2.1(c) Royalty Base for Other Minerals, Substances and Ores: If Grantor should produce and sell any minerals, substances or ores from the Mining Claims, in a Quarter, other than those encompassed within the provisions of subparagraphs (a) and (b) , above, the Royalty Base for calculation of the Royalty applicable thereto shall be the net proceeds received for such substances during any Quarter after deducting the cost of the transportation thereof from the Mining Claims to the point of sale.

2.2 Effect of Imposition of Federal Royalty; Net Proceeds of Mines Taxes: If, in the

future, a royalty is imposed by the United States of America ("Federal Royalty") on, and required to be paid upon mineral production from the Mining Claims, then one-half ( $\frac{1}{2}$ ) of the amount of such Federal Royalty paid in respect to a particular Quarter may be deducted from the Total Royalty payable to Grantees hereunder for that Quarter, provided, however, that in no event shall the amount received by Grantees for that Quarter from the Royalty be less than three percent (3%) of the sum of the Royalty Bases (as provided in Sections 2.1 (a) through 2.1(c) hereof) for that quarter. If the time period (the "Federal Time Period") for calculation and payment of Federal Royalty should be less than a quarter of a year, then calculation and payment of the Royalty conveyed hereunder shall be made on the same time period basis as the Federal Time Period. If the Federal Time Period should be longer than a quarter year, then the Royalty conveyed hereunder shall be paid at the end of each Quarter and/or portion of a Quarter within a particular Federal Time Period, and the Total Royalty applicable to each of such quarters or portions thereof shall be three percent (3%) of the Royalty Bases for each of such periods, and, in addition, if one-half of the amount of Federal Royalty paid for that Federal Time Period is less than one percent of the Royalty Bases for that period, then, at the time of payment of the Federal Royalty for that Federal Time Period, Grantor shall pay Grantees, as an additional part of the Royalty, an amount equal to one percent (1%) of the sum of the Royalty Bases applicable to that period less one-half of the amount of Federal Royalty which Grantor paid for that period. In any case when a Federal Royalty is paid, Grantor shall furnish to Grantees sufficient information to allow Grantees to verify the accuracy of the calculation of the amount of the Federal Royalty paid.

2.2 (b) Grantees shall be responsible for payment of any Net Proceeds of Mines taxes

imposed by the State of Nevada in respect to Royalty paid under this Royalty Deed.

2.3 Commingling of Ores. At no time shall ores, minerals or materials produced from the Mining Claims be commingled with production derived from other properties, except and unless all such commingled ores, minerals and materials comprising Production from each source have first been weighed or measured, sampled, assayed and metallurgically analyzed in accordance with sound mining and metallurgical practice in order that the Royalty due Grantees hereunder can be reasonably and accurately determined. Upon request to Grantor, Grantees shall have the right to have a representative present at the time all such samples and measurements are taken. Grantees shall have the right to obtain sample splits for separate assaying in order to determine the accuracy of the assays of Grantor. Grantor shall make available to Grantees pertinent technical data and records within its possession reasonably required to determine the accuracy of calculation made by Grantor of Royalty payable upon commingled ores, minerals or materials.

2.4 Furnishing Marketing Information. Grantor shall supply to W.L. Wilson, agent for Grantees ("Grantees Agent"), on a Quarterly basis, duplicate settlement sheets from any refinery, mill, smelter or other purchaser of Production derived from the Mining Claims, whether or not the mine products have been sold, and shall also supply to Grantees Agent Quarterly reports of mining, milling and leaching activities and sufficient information as to the amounts of the gold and silver contained in dore and Bullion or other mineral products recovered during the Quarter so that Grantees will be able to determine the amount of Production on which Royalty is due Grantees. The Grantees Agent may be changed at any time by a document signed by a simple majority in interest, based on an aggregate of the percentages of Royalty held, by Grantees.



2.5 Payment of Royalty. Payments of Royalty shall be made by check or wire transfer, at the election of Grantees Agent. Payments of Royalty attributable to the Grantees shall be made to the Depository and Agent for Receipt of Payment designated in paragraph 2.6, below. Royalty subject to Sections 2.1 (a), above, shall be payable Quarterly by the last day of the month following the calendar Quarter in which Bullion was recovered, and Royalty subject to any other sections hereof shall be payable Quarterly by the last day of the month following the close of the calendar Quarter in which settlement was made for Production subject to such other sections. Grantor shall accompany each such payment with sufficient detailed data showing quantities of Production produced and refined, in respect to gold or silver, or sold in respect to other types of Production, in order that Grantees may verify the accuracy of each payment.

2.6 Depository Agent. The Alpine Bank, 225 N. 5<sup>th</sup> Street, Grand Junction, CO 81501, (the "Depository Agent") is hereby designated by Grantees as their agent to receive and distribute Royalty payments which become due Grantees. Payments of Royalty by Grantor to the Depository Agent shall constitute full payment to Grantees and Grantor shall have no responsibility for the subsequent distribution from the Depository Agent to the individual Grantees. The Depository Agent may be changed, from time to time, by giving written notice, signed by a majority in interest of Grantees, and delivered to Grantor.

2.7 Other Royalty - Related Matters.

(a) The minerals contained in ores mined but not processed by Grantor as a result of Grantor's reasonable determination that such ore is economically infeasible of recovery, including waste or low grade ore, shall not give rise to a Grantor royalty obligation until minerals are extracted from such ores, if ever.



This Royalty Deed is made without warranty of title either express or implied, and shall be binding upon Grantor, its successors and assigns and shall inure to the benefit of Grantees, and their successors and assigns.

Effective as of January 22, 2004.

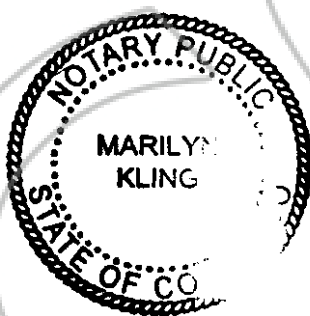
Windfall Venture

by: W.L. Wilson  
W.L. Wilson, General Partner

State of Colorado                    )  
  ) ss:  
County of Mesa                    )

The foregoing instrument was duly acknowledged before me this 22<sup>nd</sup> day of January, 2004 by W.L. Wilson as General Partner of Windfall Venture, a Colorado Partnership, on behalf of said partnership.

My Commission Expires: 6-29-05



Marilyn Kling  
Notary Public

### EXHIBIT A TO ROYALTY DEED

Those certain unpatented lode mining claims situated in Township 18 North, Ranges 53 and 54 East, MDB&M in the Eureka (unorganized) Mining District, Eureka County, Nevada, the names of which together with the book and page of the recording information of the location certificates there in the official records of the Recorder of said Eureka County are, respectively, as follows:

CLAIM NAME	BLM SERIAL #	BOOK	PAGE	CLAIM GROUP
F-86	Pending	373	378	South Ratto
F-87	Pending	373	379	South Ratto
F-88	Pending	373	380	South Ratto
F-89	Pending	373	381	South Ratto
F-90	Pending	373	382	South Ratto
F-91	Pending	373	383	South Ratto
F-92	Pending	373	384	South Ratto