

MINING DEED

This mining deed made this 27th day of May, 1976, between Bristol Silver Mines Company, a Nevada Corporation, hereinafter referred to as "Grantor" and Kerr-McGee Corporation, a Delaware corporation, with offices at the Kerr-McGee Center, P. O. Box 25861, Oklahoma City, Oklahoma, 73125, hereinafter referred to as "Grantee".

W I T N E S S E T H;

In consideration of the sum of Ten Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee and its successors and assigns forever all right, title and interest of Grantor which it may own or hereafter acquire in, to and under the patented and unpatented mining claims and properties located in the Bristol and Jackrabbit Mining Districts, Lincoln County, State of Nevada, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, together with any and all veins, lodes, ledges and mineral deposits now owned or hereafter acquired by Grantor, its successors and assigns extending into or contained in the lands on which said mining claims are located; all right, title and interest of Grantor in and to the surface of said lands, and all water, water rights, easements or rights-of-way now or hereafter owned or held by Grantor, its successors or assigns in, upon or under said lands or pertaining thereto.

TO HAVE AND TO HOLD unto Grantee and its successors and assigns, all of the above mining claims, properties and interest (all hereinafter referred to as "Claims"), excepting and reserving unto Grantor, its successors and assigns, the production royalty as provided for and set forth in that certain Agreement between Grantor and Grantee dated the 8th day of March, 1976.

If at any time, or times prior to Grantor's receiving the total royalty as provided for above, Grantee elects, in its sole discretion, to abandon or otherwise terminate voluntarily all of its right, title and interest in any one or more of the mining claims whether patented or unpatented, by any means other than a voluntary sale, conveyance or transfer to any third party, it shall notify Grantor of such election and Grantor shall have Ten (10) days from receipt of such notice to request a quitclaim deed transferring and quitclaiming to Grantor, all right, title and interest then owned or held by Grantee in and to the mining claims as to which such election was made. Upon expiration of the said ten day period without a request by Grantor for a quitclaim deed, or upon delivery or tender of the quitclaim deed, all rights, interests or obligations of Grantee under this deed with respect to the mining claims described in the notice and/or quitclaim deed shall terminate forthwith, but such election and notice and/or quitclaim deed shall not affect or limit any of Grantee's rights, interests or obligations in and to or with respect to mining claims not described in the notice and/or quitclaim deed.

If title to or possession of any interest in any one or more of the mining claims, whether patented or unpatented, and the land upon which any of the mining claims are located is lost by Grantee involuntarily to any person or to any governmental authority, or is acquired by any person or governmental authority by any means other than a voluntary sale or conveyance by Grantee to such person or governmental authority, then from and after the effective date of such loss or acquisition, Grantee its successors and assigns shall have no obligation or liability to Grantor or to any one under or by reason of this deed as to the mining claims or interest therein so lost or acquired. As between the parties hereto,

Lincoln County

Grantee shall have no obligations expressed or implied to accept any form of governmental program adopted subsequent to this mining deed relating to substitution of mining claims for a lease or other form of ownership, such election, if any, to be at the sole election of Grantee.

Grantee shall have no obligation, expressed or implied, to open or develop any mine on the claims, to mine, recover, remove or produce ore, materials or minerals therefrom or to begin, perform, conduct, continue or resume exploration, development, mining or other operations on or in the claims. Any or all such operations shall be commenced, conducted, ceased and resumed, only if and to the extent and at such times and locations, and by such methods as Grantee may elect from time to time in its sole discretion.

No change or division in ownership of any of the Grantor's rights or interests hereunder however accomplished shall be binding upon Grantee until thirty (30) days after the person acquiring such interest, delivers to Grantee instruments executed by Grantor or certified copies thereof properly evidencing such change or division.

Any notice required or permitted hereunder shall be deemed to have been sufficiently given if in writing and personally delivered or mailed with postage prepaid to:

Grantor: Bristol Silver Mines Company
c/o Scott L. Smith, Vice President
1019 Kearns Building
Salt Lake City, Utah 84101

Grantee: Kerr-McGee Corporation
Kerr-McGee Center
P. O. Box 25861
Oklahoma City, Oklahoma 73125

Attention: Mineral Lease Records

It is expressly understood and agreed that the royalty reserved hereunder by Grantor as set forth above shall be the total royalty payable on the claims, and any and all other outstanding royalties, overriding royalties, or payments, or other payments out of production created or suffered by Grantor, or by the predecessors in title to Grantor and to which the mining claims are burdened on or before the date of this mining deed to Grantee shall be paid by Grantor out of any royalties payable hereunder, and if Grantor shall fail to pay same, Grantee is authorized to withhold payment of any said royalty and make payments direct to said other claimants.

Grantor warrants that the claims are free and clear of all liens, claims and encumbrances, and that all claims whether patented or unpatented are properly located, posted and recorded in accordance with the laws and regulations of the State of Nevada and the United States of America, and Grantor further warrants the title to said claims to be free, clear and discharged of and from all former grants, charges, taxes, judgments and mortgages and other liens and encumbrances of whatsoever nature, made or suffered to be made by Grantor.

This mining deed is executed and delivered to Grantee subject to the terms and conditions of that certain Agreement dated the 9th day of March, 1976 between Grantor and Grantee herein, and said agreement is incorporated herein by reference.

All of the terms, conditions and covenants of this mining deed shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed the day and year first above written.

BRISTOL SILVER MINES COMPANY

By Harry J. Sykes
President
"GRANTOR"

ATTEST:
W. H. Smith
Secretary

KERR-McGEE CORPORATION

By W. J. DeLoach
Vice President
"GRANTEE"

ATTEST:
Carl B. Wiley
Assistant Secretary

STATE OF NEVADA ~~OKLAHOMA~~)
COUNTY OF ~~OKLAHOMA~~) SS:

On this 27th day of May, 1976, personally appeared before me, a Notary Public, Harry J. Sykes, the President of Bristol Silver Mines Company, a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

Subscribed and sworn to before me this 27th day of May, 1976.

Gaye J. Stanley
Notary Public

My Commission expires:

May 24, 1978

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

On this 27th day of May, 1976, personally appeared before me, a Notary Public, R. J. Wepler, the Vice President of Kerr-McGee Corporation, a Delaware

DOCUMENTARY TAX \$ 271,300 297.65
 ...
Kerr-McGee Corp.
Signature of Declarant or Agent determining tax, Firm Name

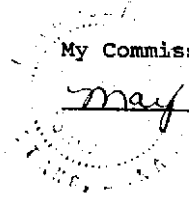
corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

Subscribed and sworn to before me this 27th day of May, 1976.

James J. Atanley
Notary Public

My Commission expires:

May 24, 1978



COOPY

Lincoln County

EXHIBIT "A"

PATENTED MINING CLAIMS

Jack Rabbit Lode
 Cottontail Lode
 Great Eastern Lode
 Hillside Lode
 Coyote Lode
 Onondago Lode
 National Lode
 Tempest
 Iron Lode
 Junction Lode
 Detroit
 Crescent
 Crescent Extension
 North Star
 North Star Extension
 Bristol
 Lost Fraction
 Contact
 Libby Williams Extension

May Day
 May Day Extension
 Chicago Extension
 Great Eastern Extension
 December
 Red Cloud
 J.M.F. Lode
 Hoodoo
 Hoodoo No. 1
 Adeline
 Sun Set
 Miller
 Kismet
 Kismet No. 1
 Wallace
 Kismet No. 2
 Pay Day
 White Rock Lode
 Vesuvius

UNPATENTED MINING CLAIMS

Libby Williams
 Chicago
 Inman
 Home Run
 Fire Fly Mineral
 Fire Fly No. 2
 Fire Fly No. 3
 Wedge Fraction
 Sphynx
 Bristol Fraction
 Bristol No. 1
 Bristol No. 2
 Bristol No. 3
 Bristol No. 4
 Bristol No. 5
 Bristol No. 6
 Bristol No. 7
 Bristol No. 8
 Bristol No. 9
 Bristol No. 10
 Bristol No. 11
 Bristol No. 12
 Elenor No. 1
 Elenor No. 2
 Elenor No. 3
 Elenor No. 4
 Elenor No. 5
 Elenor No. 6
 Elenor No. 7
 Elenor No. 8
 Elenor No. 9
 Elenor No. 10
 S. D. No. 1
 S. D. No. 2
 S. D. No. 3
 S. D. No. 4
 S. D. No. 5

Rattler No. 1
 Rattler No. 2
 Rattler No. 3
 Rattler No. 4
 Blue Bird No. 1
 Blue Bird No. 2
 Blue Bird No. 3
 Blue Bird No. 4
 Blue Bird Fraction
 Cassandra
 Sure Thing Fraction
 Brutus
 Hillside No. 1
 Hillside No. 2
 Hillside No. 3
 Hillside No. 4
 Hillside No. 5
 Hillside No. 6
 Hillside No. 7A
 Hillside No. 7B
 Hillside No. 8
 Hillside No. 9
 Hillside No. 10
 Hillside No. 11
 Hillside No. 12
 Hillside No. 13
 Hillside No. 14
 Hillside No. 15
 Hillside No. 16
 Hillside No. 17
 Hillside No. 18
 Wedge
 Wedge No. 1
 Wedge No. 2
 Wedge No. 3
 Nevada

New Hillside No. 1
 New Hillside No. 2
 New Hillside No. 3
 L. C. No. 1
 L. C. No. 2
 L. C. No. 3
 L. C. No. 4
 L. C. No. 5
 L. C. No. 6
 L. C. No. 7
 L. C. No. 8
 L. C. No. 9
 L. C. No. 10
 Silver Star
 Silver Star No. 1
 Silver Star No. 2
 Silver Star No. 4
 Silver Star No. 5
 H. S. No. 1
 H. S. No. 2
 H. S. No. 3
 H. S. No. 4
 H. S. No. 5
 H. S. No. 6
 H. S. No. 7
 H. S. No. 8
 H. S. No. 9
 Valley No. 1
 Valley No. 3
 Valley No. 4
 Valley No. 6
 Valley No. 7
 Valley No. 8
 Valley No. 9
 Valley No. 10

No. 58581

FILED AND RECORDED AT REQUEST OF

HERR-McGEE CORP.

SEPT 15, 1976

AT 1 MINUTES PAST 1 O'CLOCK

P M IN BOOK 18 OF OFFICIAL

RECORDS, PAGE 286 LINCOLN

COUNTY, NEVADA.

Annal P. ...
COUNTY RECORDER