

SALES AGREEMENT

This agreement is made this 13<sup>th</sup> day of March 1989, by and between John Santiago Sr., hereinafter "OWNER" and Cigna Group Inc., hereinafter "BUYER".

In consideration of the mutual promises of the parties hereto, the parties agree as follows;

1) PROPERTY DESCRIPTION: That OWNER has an interest in mineral tailings commonly known as the South Mill Pond # 3, in Lincoln County, near Pioche, Nevada. These "tailings" are personal property of the OWNER and are situated on real property located in or near sections 28.29 and 33 T1N, R67E, M.D.B. and M.

2) PRICE : OWNER agrees to sell to BUYER, Two Million Five Hundred Thousand Dollars (\$2,500,000.00) worth of tailings payable at Fifty Dollars (\$50.00) per ton, over a maximum Five (5) year period.

- a) BUYER shall pay OWNER the amount of Fifty Dollars (\$50.00) per ton for each ton removed.
- b) Payments shall be made by BUYER through direct deposit to OWNERS account located at First Interstate Bank of Nevada, N.A. Maryland Parkway Branch Las Vegas, Nevada ACCOUNT number 10800865 95128 or by Cashiers Check or Certified Funds.
- c) All payments must be accompanied by a truck weight slip receipt and statement of tonnage removed.

3) DEFAULT : If BUYER is more than fifteen (15) days late on the payment of any amount due herein, BUYER shall be deemed to be in default. OWNER shall notify BUYER of such default, within fifteen (15) days of such notification, if full payment is not made, the contract shall terminate. Waiver by OWNER of any breach shall not be deemed to be a continuing waiver of any future breach or default in this contract.

LIMITATION OF BUYERS OBLIGATION ON DEFAULT OR TERMINATION:  
Within fifteen (15) days of written notice to OWNER, BUYER may terminate the agreement herein. If this agreement is terminated by the BUYER or the agreement is otherwise terminated by default, BUYERS obligation shall be limited to the greater figure of either the amount of money paid by BUYER to OWNER or the amount of material removed by BUYER at Fifty Dollars (\$50.00) per ton. BUYER shall have Sixty (60) days following the termination, completion or default of this contract to remove the tailings for which payment has been made.

REMOVAL OF TAILINGS : BUYER shall pay OWNER for tailings removed no later than thirty (30) days after such removal pursuant to the terms set out herein, or at a greater rate if BUYER desires. BUYER shall provide to OWNER weight slips from all vehicles indicating the weight of tailings removed.

OWNER may establish reasonable checks and conditions regarding removal of the tailings to ensure accurate reporting of tailings which are removed. Before more than Two Hundred (200) tons of materials are removed, BUYER shall, at BUYERS sole expense, provide for a survey and engineering on OWNERS premises adequately marking off and describing and locating boundries of the FIFTY THOUSAND (50,000) TONS which are being sold to BUYER.

REPRESENTATIONS : OWNER makes no representations regarding the quality or content of the material herein. BUYER is relying on their independent knowledge and testing in this regard.

ASSIGNMENT : BUYER may assign or transfer all or a portion of his rights under this agreement only by written permission of OWNER.

SUCCESSORS : This agreement shall be binding on and inure to the benefit of the respective successors, assigns and personal representatives of the parties.

IN WITNESS WHEREOF, the parties named herein have executed this agreement on the date first written above.

DATED this 13 day of March 1989.

*John Santiago Sr.*

JOHN SANTIAGO SR.  
3485 Nakona Lane  
LAS VEGAS, NEVADA 89109

"OWNER"

*California*

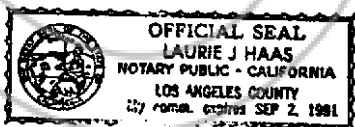
STATE OF NEVADA )

ss:

COUNTY OF CLARK ) *Los Angeles*

On this 13 day of March, 1989, personally appeared before me, the undersigned, a Notary Public in and for said County State, JOHN SANTIAGO SR., who acknowledged to me that he executed the foregoing Sales Agreement freely and voluntarily and for the uses and purposes therein mentioned.

*Laurie J. Haas*  
NOTARY PUBLIC



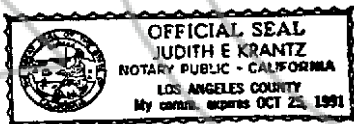
DATED this 9 day of MARCH, 1989.

CIGNA GROUP INC.  
28914 Roadside Drive  
Unit E-4  
Agoura Hills, CA 91301

BY Richard B. Schultz  
RICHARD SCHULTZ, Officer  
"Buyer"

STATE OF CALIFORNIA )  
                                  ) ss:  
COUNTY OF Los Angeles

On this 9th day of March, 1989, personally appeared before me, the undersigned, a Notary Public in and for said County and State, RICHARD SCHULTZ, who acknowledged to me that he executed the foregoing Sales Agreement freely and voluntarily and for the uses and purposes therein mentioned.



Judith E. Krantz  
NOTARY PUBLIC

90947  
FILED IN THE OFFICE OF  
Cigna Group  
April 4, 1989  
A 1 1  
P 84  
F 378  
COUNTY CLERK  
FRANK C. HULSE  
COUNTY RECORDER

By Mara Condie Deputy