

**BILL OF SALE**

ROBERT L. EWING / LION'S SHARE, INC., a California Corporation, (hereinafter referred to as "Seller"), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, transfers and sells to SYNTEX/WESTERN, INC. (hereinafter referred to as "Buyer") One Hundred and Seventy Thousand, Four Hundred and Ten Tons (170,410 Tons) of mine Tailings from those Tailings presently owned by Seller and located on the area dedicated to Seller by that certain Settlement Agreement, dated November 3, 1987, attached hereto as Exhibit "A", and by this reference incorporated herein, under the following terms and conditions.

(A) Recording Number 88680 Date: 5/2/88, Lincoln County, Nevada.

1. Buyer shall have the use of the Millsites identified in the Settlement Agreement for purposes of processing the Tailings, and Seller shall commit no acts, or otherwise transfer any rights, which would impair Buyer's use of the Millsites. Millsites shall be Two (2) acres.

2. Buyer shall remove all Tailings transferred hereunder no later than December 31, 1997.

3. SYNTEX/WESTERN may not assign its interest in this Agreement without prior written consent of Seller, and Seller agrees not to unreasonably withhold its consent to the assignment of this Agreement.

4. SYNTEX/WESTERN will remove a minimum of One Thousand (1,000) tons of Tailings per month commencing on or before August 1, 1989. In the event that SYNTEX/WESTERN does not remove the minimum of One Thousand (1,000) tons per month, SYNTEX/WESTERN will pay to ROBERT L. EWING / LION'S SHARE, INC. a minimum of Two Thousand Dollars (\$2,000) a month, this amount will apply against materials / ore / tailings removed at a future date.

5. Default In the event that SYNTEX/WESTERN ceases operations for more that 120 consecutive days during any given year beginning on or before August 1, 1989, Seller (ROBERT L. EWING / LION'S SHARE, INC.) will notify SYNTEX/WESTERN in writing (thirty days notice) that said Agreement has been breached. Seller at this time has the option to cancel this Agreement, and at which time Buyer's right to continue to remove tailings shall cease upon thirty days notice given to Buyer.

6. Buyer is entitled to remove the tailings hereby transferred from any of the tailings granted to Seller by the November 3, 1987 Settlement Agreement, and such tailings may be removed in whole or in part from all or any of the portion of the ponds granted to Seller, numbered one (1) through five (5) all subject to Buyer's exclusive discretion. Buyer shall be responsible for all fees, charges, permits, costs of loading,

transportation, warehousing and any and all other incidents of removal of tailings.

7. Buyer and Seller agree to execute any documents necessary in order to carry out the intended effect of this Agreement.

8. Buyer acknowledges that it has inspected the property and Seller makes no representations or warranties concerning the quality of the tailings.

9. If either party files any action or brings any proceedings against the other arising from this Agreement, or is made a party to any action or proceedings, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the court.

10. Force Majeure - Termination If operations under this Agreement be discontinued by reason of strikes or labor troubles, acts of God, fire, floods, severe winter weather, or inability to obtain necessary materials, supplies, or labor, interruptions in delivery of transportation, shortage of railroad cars, regulations, orders or requirements of state, federal or local government, war or other disabling causes, whether similar or different, then the time for the performance of any such act or obligation shall be extended for a period equal to the extent of such delay and such a discontinuance shall not operate as a

forfeiture of this Agreement. This clause shall be specifically applicable to a determination of whether production has been continuous during the extended term under this Agreement.

11. Option Agreement ROBERT L. EWING / LION'S SHARE, INC. grants the right to SYNTEX/WESTERN, INC. an option to purchase an additional Two Hundred Thousand (200,000) tons of Mine Tailings. The Tailings are located on the area dedicated to Seller by that certain Settlement Agreement dated November 3, 1987, attached hereto as Exhibit "A", and by this reference incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of May, 1989.

SELLER: Robert L. Ewing  
Robert L. Ewing  
for Lion's Share, Inc.

BUYER: James L. Christiansen  
James L. Christiansen  
for SYNTEX/WESTERN, INC.

No. 91173  
FILED AND RECORDED AT REQUEST OF  
James L. Christiansen  
5 May 1989  
AT 05 MINUTES PAST 10 O'CLOCK  
A M IN BOOK 85 OF OFFICIAL  
RECORDS, PAGE 10 LINCOLN  
COUNTY, NEVADA.  
Frank C. Hulse  
Frank C. Hulse COUNTY RECORDER