

**RECORDING REQUESTED BY  
and RETURN TO:**  
Gold Fields Mining Company  
Attention: Land Department  
1687 Cole Boulevard  
Golden, Colorado 80401-3301

**MEMORANDUM OF  
MINERAL LEASE AND OPTION TO PURCHASE AGREEMENT**

THIS MEMORANDUM OF MINERAL LEASE AND OPTION TO PURCHASE AGREEMENT effective as of the 28th day of May, 1991, is filed of record in accordance with the provisions contained in a MINERAL LEASE AND OPTION TO PURCHASE AGREEMENT ("Agreement") of even date herewith, wherein:

HULSE-PARK-ELLINGSON MINE, a Nevada partnership whose address is 1737 Lamplighter Lane, Las Vegas, Nevada 89104 and whose partners are FRANK C. HULSE and SANDRA HULSE, husband and wife, whose address is #6 Hinman Street, Pioche, Nevada 89043, PHILIP C. HULSE and BILLIE J. HULSE, husband and wife, whose address is 6255 Casa Loma, Las Vegas, Nevada 89115, ROBERT G. PARK and JANETTE PARK, husband and wife, whose address is 3350 Wynn Road, Las Vegas, Nevada 89102, JAMES PARK and CYNTHIA ANN PARK, husband and wife, whose address is 3350 Wynn Road, Las Vegas, Nevada 89102, MILTON V. ELLINGSON and MARLYS H. ELLINGSON, husband and wife, whose address is 1737 Lamplighter Lane, Las Vegas, Nevada 89104 ("Lessor")

granted to

GOLD FIELDS MINING COMPANY, a division of Hanson Natural Resources Company, a Delaware general partnership whose mailing address is 1687 Cole Boulevard, Golden, Colorado 80401-3301 ("Lessee")

an exclusive lease and option to purchase certain patented and unpatented mining claims located in Lincoln County, Nevada, which are more specifically described on Exhibit A, attached hereto and incorporated herein by this reference, together with all rights of ingress and egress, all water and mining and extralateral rights appurtenant thereto, and all mine dumps, tailings, fixtures and improvements thereon (collectively, "Property") exclusive of the

Processing Area. The Processing Area means that portion of the Property described by metes and bounds in Exhibit B, together with all minerals, mineral rights, rights to surface use, water, water rights, all mine dumps, tailings, improvements, fixtures, and appurtenances in, on or under the Processing Area. The Property is leased by Lessor to Lessee for the consideration and subject to all of the terms and conditions contained in the Agreement, which terms and conditions include, but are not limited to, the following:

1. GRANT OF RIGHTS. Lessor granted to Lessee an exclusive lease of the Property (excluding the Processing Area), including all ores, metals, minerals, tailings, concentrates, and mineral products ("Minerals") and all water rights appurtenant to the Property, together with the exclusive right to enter upon, possess and use the Property for exploration, development, mining, extraction, and processing of all Minerals and for all other purposes related to such operations on other properties adjacent to or in the vicinity of the Property, subject only to certain payment obligations to Lessor.

2. STATEMENT OF INTENT. It is the express intention of the Parties that Lessee shall have no right to conduct any mineral exploration or development activities within the Processing Area. Lessee shall have no right to manage or direct the management of activities at or with respect to the Processing Area. Notwithstanding any provision of the Agreement to the contrary, it is the express intention of the Parties that with respect to the Processing Area, Lessee shall not have any of the rights or liabilities of an "owner", "operator" or "person" as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601-9657, as amended ("CERCLA"), Resource Conservation and Recovery Act 42 U.S.C. §§6901-6992k, Clean Water Act 33 U.S.C. §§1251 et. seq. and the Nevada Reclamation Act of 1989 §§519A 010-519A 290 or any other federal, state or local law or regulation. Nothing in the Agreement shall be deemed to preclude Lessee from qualifying as an "innocent purchaser" under CERCLA and the Agreement shall be deemed to grant Lessee all rights necessary to qualify as an innocent purchaser.

3. TERM. The term of the Agreement is twenty-one (21) years, to be extended so long thereafter as Lessee is making the minimum advance royalty payments ("Minimum Payments") set forth in the Agreement.

4. MINIMUM PAYMENTS AND PRODUCTION ROYALTY.

A. Under the terms of the Agreement, Lessee shall pay to Lessor Minimum Payments in the amounts set forth in the Agreement.

B. Under the terms of the Agreement, Lessor is entitled to receive a Production Royalty on any Minerals produced from the Property and credited to Lessee.

5. PURCHASE OPTION. During the term of the Agreement, Lessee has the exclusive and irrevocable option to purchase the entire and unencumbered title to the Property and the Processing Area and any and all right, title and interest now owned by Lessor in any real property or mining claims located in Township 7 North, Range 68 East, Mount Diablo Base and Meridian, in Lincoln County, Nevada, upon payment of a price set forth in the Agreement.

6. ASSIGNMENT. All of the terms and conditions of the Agreement are binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns.

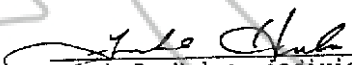
7. COUNTERPARTS. This Memorandum of Mineral Lease and Option to Purchase Agreement may be executed in one or more counterparts, each of which shall be fully binding on the signatory parties as if executed by all parties.

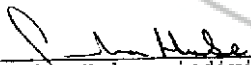
8. INFORMATION REGARDING AGREEMENT. Information regarding the Agreement may be obtained from Lessee's office and place of business at 1687 Cole Boulevard, Golden, Colorado 80401-3301.

IN WITNESS WHEREOF, the parties have executed this MEMORANDUM OF MINERAL LEASE AND OPTION TO PURCHASE AGREEMENT effective as of the day and year first above written.

LESSOR:

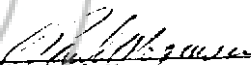
HULSE-PARK-ELLINGSON MINE

  
Frank C. Hulse, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

  
Sandra Hulse, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

LESSEE:

GOLD FIELDS MINING COMPANY,  
DIVISION OF HANSON NATURAL  
RESOURCES COMPANY

By:   
General Manager -  
North American Exploration

LESSOR (cont.)

*Philip C. Hulse*  
Philip C. Hulse, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

*Billie J. Hulse*  
Billie J. Hulse, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

*Robert G. Park*  
Robert G. Park, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

*Janette Park*  
Janette Park, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

*James Park*  
James Park, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

*Cynthia Ann Park*  
Cynthia Ann Park, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

*Milton V. Ellingson*  
Milton V. Ellingson, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

*Marlys H. Ellingson*  
Marlys H. Ellingson, individually  
and as a partner in  
Hulse-Park-Ellingson Mine

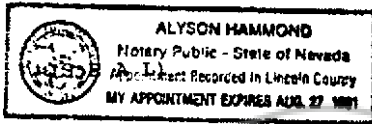
FRANK C. HULSE

STATE OF Nevada )  
COUNTY OF Lincoln ) ss.

On May 29, 1991, personally appeared before me, a notary public, Frank C. Hulse, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Alyson Hammond  
Notary Public

My commission expires: Aug 1991



SANDRA HULSE

STATE OF Nevada )  
COUNTY OF Lincoln ) ss.

On May 29, 1991, personally appeared before me, a notary public, Sandra Hulse, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Alyson Hammond  
Notary Public

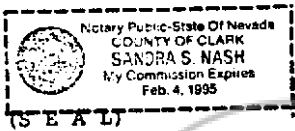
My commission expires: Aug 1991



PHILIP C. HULSE

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

On MAY 28, 1991, personally appeared before me, a notary public, Philip C. Hulse, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



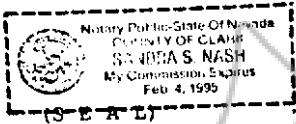
Sandra S. Nash  
Notary Public

My commission expires: FEB 4 1995

BILLIE J. HULSE

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

On MAY 28, 1991, personally appeared before me, a notary public, Billie J. Hulse, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.



Sandra S. Nash  
Notary Public

My commission expires: FEB 4 1995

ROBERT G. PARK

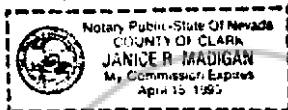
STATE OF Nevada )  
COUNTY OF Clark ) ss.

On May 28<sup>th</sup>, 1991, personally appeared before me, a notary public, Robert G. Park, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Janice R. Madigan  
Notary Public

My commission expires: April 15, 1995

(S E A L)



JANETTE PARK

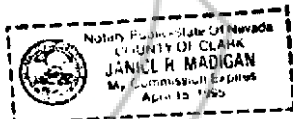
STATE OF Nevada )  
COUNTY OF Clark ) ss.

On May 28<sup>th</sup>, 1991, personally appeared before me, a notary public, Janette Park, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Janice R. Madigan  
Notary Public

My commission expires: April 15, 1995

(S E A L)



**JAMES PARK**

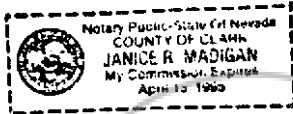
STATE OF Nevada )  
COUNTY OF Clark ) ss.

On May 28<sup>th</sup>, 1991, personally appeared before me, a notary public, James Park, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Janice R. Madigan  
Notary Public

My commission expires: April 15, 1995

(S E A L)



**CYNTHIA ANN PARK**

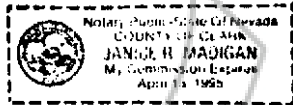
STATE OF Nevada )  
COUNTY OF Clark ) ss.

On May 28<sup>th</sup>, 1991, personally appeared before me, a notary public, Cynthia Ann Park, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Janice R. Madigan  
Notary Public

My commission expires: April 15, 1995

(S E A L)





MILTON V. ELLINGSON

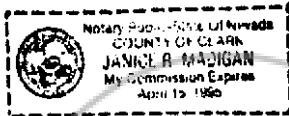
STATE OF Nevada )  
COUNTY OF Clark ) ss.

On May 21<sup>st</sup>, 1991, personally appeared before me, a notary public, Milton V. Ellingson, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Janice R. Madigan  
Notary Public

My commission expires: April 15, 1995

(S E A L)



MARLYS H. ELLINGSON

STATE OF Nevada )  
COUNTY OF Clark ) ss.

On May 21<sup>st</sup>, 1991, personally appeared before me, a notary public, Marlys H. Ellingson, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Janice R. Madigan  
Notary Public

My commission expires: April 15, 1995

(S E A L)

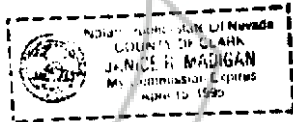




EXHIBIT A  
 TO  
 MEMORANDUM OF  
 MINERAL LEASE AND OPTION TO PURCHASE AGREEMENT  
 DATED MAY 28, 1991  
 BETWEEN  
 HULSE-PARK-ELLINGSON MINE ("LESSOR")  
 AND  
 GOLD FIELDS MINING COMPANY ("LESSEE")

The above-referenced Memorandum of Mineral Lease and Option to Purchase Agreement covers Lessor's one hundred percent (100%) undivided and unencumbered ownership interest in certain patented and unpatented mining claims, which are located in Lincoln County, Nevada and are more specifically described as follows:

PATENTED MINING CLAIM

	Mineral Survey No.	Patent Number	Acreage
Bluebird	4843	1209250	20.66

UNPATENTED MINING CLAIMS

Name of Claim	Sec./Twp./Rge.	BLM Serial No.	Certificate of Location and Last Amended Certificate of Location Recorded in Official Records of Lincoln County, Nevada	
			(Original) Book Page	(Amended) Book Page
Agnes	15/7N/68E	390269	73	230
Alice	15/7N/68E	390270	73	231
Berene	21&22/7N/68E	390266	73	227
Billie	21/7N/68E	390261	73	221
Bonanza		390273	73	234
Bonanza 1	20&21/7N/68E	390274	73	235
Bonanza 2	16&21/7N/68E	390275	73	236
Bonanza 3	21/7N/68E	390276	73	237
Bonanza 4	16&21/7N/68E	390277	73	238
Bonanza 5	15&16/7N/68E	390278	73	239
Deanna	21/7N/68E	390263	73	224
Delora	21&22/7N/68E	390264	73	225
Eagle 1	16, 17, 20&21/7N/68E	16569	R-1	352
Eagle 2	17, 20&21/7N/68E	16570	R-1	352
Ella	22/7N/68E	390259	73	220
Liala	16&21/7N/68E	390260	73	221
Miners Delight 1	21/7N/68E	390272	73	233
Nell	21&22/7N/68E	390265	73	226
Pamela	21/7N/68E	390262	73	223

*[Handwritten signatures and initials]*  
 Initialled for Identification

Lincoln County

Certificate of Location and  
Last Amended Certificate of  
Location Recorded in  
Official Records of  
Lincoln County, Nevada  
(Original) (Amended)

Name of Claim	Sec./Twp./Rge.	BLM Serial No.	Certificate of Location and Last Amended Certificate of Location Recorded in Official Records of Lincoln County, Nevada (Original)		Certificate of Location and Last Amended Certificate of Location Recorded in Official Records of Lincoln County, Nevada (Amended)	
			Book	Page	Book	Page
Silver Park 1	16/7N/68E	390279	73	240		
Silver Park 2	16/7N/68E	390280	73	241		
Silver Park 3	16&17/7N/68E	390281	73	242		
Sima	21&22/7N/68E	390267	73	228		
Sima Fraction	21&22/7N/68E	390268	73	229		
Winnie	15,16,21&22/7N/68E	390271	73	232		

and any and all right, title and interest owned by Lessor in any other real property or mining claims located in Township 7 North, Range 68 East, Mount Diablo Base and Meridian, in Lincoln County, Nevada.

EXHIBIT B  
TO  
MEMORANDUM OF  
MINERAL LEASE AND OPTION TO PURCHASE AGREEMENT  
DATED MAY 28, 1991  
BETWEEN  
HULSE-PARK-ELLINGSON MINE ("LESSOR")  
AND  
GOLD FIELDS MINING COMPANY ("LESSEE")

PROCESSING AREA

The Processing Area is located in Township 7 North, Range 68 East, Mount Diablo Base & Meridian, more specifically described by metes and bounds as follows:

Beginning at a point which bears South 62°59'13" West, 7,790.75 feet from USLM 4843 located in Section 15, Township 7 North, Range 68 East, Mount Diablo Base and Meridian the true point of beginning; thence South, 373.64 feet to a point; thence South 71°17'03" West, 307.72 feet to a point; thence North 53°49'08" West, 402.10 feet to a point; thence North, 235.00 feet to a point; thence East, 616.00' to a point said point also being the true point of beginning; together with all fixtures, improvements, and mine and milling facilities located thereon including, but not limited to, all buildings, heap leach pads, pipelines, settlement ponds, solution ponds, tailings disposal facilities, and waste rock dumps and any other personal property.

Said parcel of land contains 5.47 acres, more or less.

090995

No. \_\_\_\_\_  
L. A. R. D. TO  
Gold Fields Mining  
June 24, 1991  
30 3 \*  
P 97 OFF I  
EC 287 LINCOLN  
N.Y. A.

YURIKO SETZER

*Yuriko Setzer*, Deputy

*At P. S. ...*  
Initialled for Identification  
*... ME CAR.*