

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

DEED

THIS DEED ("Deed") is made effective as of the 10th day of October, 1991, by and between SILVER PARK MINING & MILLING, INC., a Nevada corporation whose mailing address is 611 South 10th Street, Las Vegas, Nevada 89101 ("Grantor") and 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 ("Grantee"). Grantor and Grantee are hereinafter collectively referred to as the "Parties".

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, all of Grantor's right, title and interest in certain unpatented mining claims ("Mining Claims") located in Lincoln County, Nevada, which are more fully described on Exhibit A, attached hereto and made a part hereof, together with all rights of ingress and egress to and from the Mining Claims and all water and mining and extralateral rights appurtenant thereto, as well as any rights to mine dumps and tailings, fixtures and improvements thereon (collectively, "Property"). Furthermore, Grantor quitclaims to Grantee any and all right, title and interest owned by Grantor in any other real property including, but not limited to, mining claims located in Township 7 North, Range 68 East, M.D.B. & M., in Lincoln County, Nevada (collectively "Additional Property").

1. Representations and Warranties. Grantor covenants, represents and warrants to Grantee as of the effective date hereof:

(a) Grantor is the sole legal and equitable owner of a one hundred percent (100%) undivided ownership interest in the Property, without limitation or restriction whatsoever, except for paramount title in the United States;

(b) The Mining Claims are properly located in accordance with federal and state law on land open to mineral

entry and cover the real property as described in the location certificates for the Mining Claims;

(c) The Mining Claims have been properly maintained in accordance with the Federal Land Policy and Management Act of 1976, as amended, and all other applicable federal, state and local laws and regulations;

(d) The Property is free and clear of all leases, liens, encumbrances, adverse claims, burdens on production and royalty interests;

(e) All taxes and assessments levied or assessed against or upon the Property that are due and owing have been paid;

(f) Grantor is a corporation in good standing under the laws of the State of Nevada;

(g) Grantor has the full right, power and authority to execute and enter into this Deed and such execution and performance shall not violate any other contract to which Grantor is a party;

(h) Ely J. Ades is authorized by the directors and shareholders of Grantor to execute this Deed and such other documents that are contemplated by this Deed;

(i) Grantee shall have the quiet and peaceful possession and enjoyment of the Property, and, upon request by Grantee, Grantor shall do everything within its power to defend title to the Property and Lessee's quiet and peaceful possession and enjoyment thereof against any and all persons or entities who may claim any right, title or interest in or to the Property or any portion thereof, the Minerals in, on or under the Mining Claims, or the proceeds of any production therefrom;

(j) There is and has been no violation of any applicable federal, state or local law or regulation, including without limitation those concerning zoning, land use or environmental protection, with respect to the Property or activities relating thereto;

(k) Grantor has fulfilled all reclamation obligations set forth in Plan of Operation N47-87-010P filed with the Bureau of Land Management ("BLM") for the Mining Claims and has been released of any further obligation with regard to such obligations by the BLM.

(l) Prior to the execution of this Deed, Grantor has provided to Grantee all information in its possession or under its control regarding any existing or past industrial, milling, manufacturing, waste storage, exploration, development, mining, processing or beneficiating use of the Property and all notices

and plans of operation, permits and approvals issued by any federal or state governmental regulatory agency; and

(m) No actions, claims or proceedings have been brought, asserted or threatened by the United States or any third party concerning the validity, ownership or right to possession of any of the Mining Claims or otherwise concerning the Property or activities relating thereto.

If Grantor breaches one or more of the above warranties, Grantor shall indemnify and hold Grantee harmless from and against all damages, claims, causes of action, judgments, costs and expenses (including reasonable attorneys' fees) arising directly or indirectly as a result of said breach.

2. Additional and After-Acquired Rights. If Grantor acquires or succeeds to any right, title and interest in the Property or the Additional Property, in addition to that which is conveyed by this Deed, Grantor shall promptly execute and deliver to Grantee a deed which conveys to Grantee such additional and after-acquired right or interest, at no additional expense to Grantee.

3. Further Assurances. Upon written request by Grantee (and without cost to Grantee), Grantor agrees to execute and/or furnish Grantee with such additional formal assurances or other written documents, in proper and recordable form, as may be reasonably necessary to carry out the intent, purposes and terms of this Deed.

4. Binding Effect, Construction and Enforcement. All covenants, conditions and terms of this Deed shall be of benefit to and run with the Property and shall bind and inure to the benefit of the Parties, their affiliates, heirs, successors, assigns and personal representatives, as the case may be, including any business entity of which the majority of the equity is owned directly or indirectly by either Grantor or Grantee or its partners, principals or officers and assigns. This Deed shall be construed and enforced in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, Grantor has executed this Deed effective as of the day and year first above written.

GRANTOR:

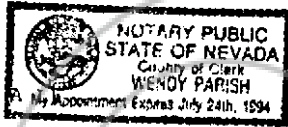
SILVER PARK MINING & MILLING, INC.

By: 
President

SILVER PARK MINING & MINING, INC.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 10th day, 1991, personally appeared before me, a notary public, Ely J. Ades, 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.



(S E A

Wendy Parish
Notary Public

My commission expires: 7/24/94

Lincoln County

EXHIBIT A
TO
DEED
EFFECTIVE OCTOBER 10, 1991
BETWEEN
SILVER PARK MINING & MILLING, INC. ("GRANTOR")
AND
GOLD FIELDS MINING COMPANY ("GRANTEE")

The above-referenced Deed covers Lessor's one hundred percent (100%) undivided and unencumbered ownership interest in and to certain unpatented lode mining claims located in Townships 6 and 7 North, Range 68 East, M.D.B. & M., Lincoln County, Nevada and are more specifically described as follows:

| 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 |
| S.P.M. #1 | 21/7N/68E | 442348 | 77 | 394 |
| S.P.M. #2 | 21/7N/68E | 442349 | 77 | 395 |
| S.P.M. #3 | 21/7N/68E | 442350 | 77 | 396 |
| S.P.M. #4 | 21/7N/68E | 442351 | 77 | 397 |
| S.P.M. #5 | 21/7N/68E | 442352 | 77 | 398 |
| S.P.M. #6 | 21/7N/68E | 442353 | 77 | 399 |
| S.P.M. #7 | 21/7N/68E | 442354 | 77 | 400 |
| S.P.M. #8 | 21/7N/68E | 442355 | 77 | 401 |
| S.P.M. GAP #1 | 21/7N/68E | | | |
| S.P.M. GAP #2 | 21/7N/68E | | | |
| Freedom | 2/6N/68E | 35237 | 68 | 321 |
| Republic | 2/6N/68E | 35238 | 68 | 322 |
| Constitution | 2/6N/68E | 35239 | 68 | 323 |
| Independence | 2/6N/68E | 35240 | 68 | 324 |
| Democracy | 2/6N/68E | 35241 | 68 | 325 |
| Defence | 2/6N/68E | 35242 | 68 | 326 |

Together with any and all right, title and interest owned by Lessor in and to any other real property including, but not limited to, mining claims, located in Township 7 North, Range 68 East, M.D.B. & M., Lincoln County, Nevada.

097758

Gold Fields Mining Co.
Nov. 15, 1991
A 1 1 CB
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Initialed for Identification

Exhibit A - 1 -

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