

APN: 009-012-23

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That DAVID R. MATHEWS, without consideration, does hereby Remise, Release and forever Quitclaim to DAVID R. MATHEWS and SHARON L. MATHEWS, Trustees of the MATHEWS FAMILY TRUST, dated November 9, 2000, as amended or restated or their successors, all of their right, title and interest in that real property situated in the County of Lincoln, State of Nevada, bounded and described as follows:

The patented Lode Mining Claims known as the Tirantula and Lucky Strike.

All of the above claims are located in the unsurveyed T6S., R70E, MDB&M.

GRANTEES ADDRESS: DAVID R. MATHEWS and SHARON L. MATHEWS, 1925 Bracken Ave., Las Vegas, NV 89104

SUBJECT TO: Powers of Trustees attached hereto as Exhibit "A" and by this reference incorporated herein.

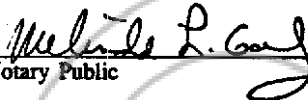
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Witness their hands this 9th day of November, 2000.


DAVID R. MATHEWS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 9th day of November, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID R. MATHEWS and SHARON L. MATHEWS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal.



Notary Public



When Recorded, Mail to:
DAVID R. MATHEWS and SHARON L. MATHEWS
1925 Bracken Ave.
Las Vegas, NV 89104

EXHIBIT "A"
POWERS OF TRUSTEES

DAVID R. MATHEWS and SHARON L. MATHEWS, Trustees, are hereby vested with complete powers of disposition of the real Estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustees shall be obligated to look beyond the terms of this instrument for power in the Trustees to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantees are likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustees purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the "MATHEWS FAMILY TRUST" which was executed on November 9, 2000.

NO. 115765

FILED AND RECORDED AT REQUEST OF
GREGORY J. MORRIS LTD

DECEMBER 13, 2000

AT 12 MINUTES PAST 03 O'CLOCK

PM IN BOOK 152 OF OFFICIAL
RECORDS PAGE 398 LINCOLN

COUNTY, NEVADA

LESLIE BOUCHER

COUNTY RECORDER

BY Denise Stevens DEPUTY

STATE OF NEVADA
DECLARATION OF VALUE

Document # 115765
Book 152
Page 398-400

1. Assessor Parcel Number(s)
 a) 009-012-23
 b) _____
 c) _____
 d) _____
2. Type of Property:
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg f) Comm/Vindl
 g) Agricultural h) Mobile Home
 i) Other

FOR RECORDERS USE ONLY	
Documentation Reviewed by:	_____
Type of Documentation	_____
Assessor's Tag:	_____
Recording Deputy:	_____

3. Total Value/Sales Price of Property \$ 0 See Exemption below
 Deduct Assumed Liens and/or Encumbrances _____
 (Recording information on assumed amounts: Book/Instrument # _____)
4. Taxable Value (per NRS 375.010, Section 2): \$ 0
 Real Property Transfer Tax Due \$ 0

- Exemption Claimed:**
- a. Transfer Tax Exemption per NRS 375.090, Section 8 /NAC 375, Section _____
- b. Explain Reason for Exemption: TRANSFER WITHOUT CONSIDERATION
TO OR FROM A TRUST
5. Partial Interest: Percentage being transferred: 100 %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.080 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: David R. Mathews
 Print Name: David R. Mathews
 Address: 1920 Bracken Ave.
 City: Las Vegas
 State: NV Zip: 89104
 Telephone: 702-302-8830
 Capacity: Owner

BUYER (GRANTEE) INFORMATION

Buyer Signature: David R. Mathews
 Print Name: David R. Mathews Trustee
 Address: 1920 Bracken Ave
 City: Las Vegas
 State: NV Zip: 89104
 Telephone: 702-302-8830
 Capacity: Owner

COMPANY REQUESTING RECORDING