MINING LEASE

THIS AGREEMENT made this 7th day of April, 1980, by and between DAVIS-GOLDFIELD MINING CORP., a Nevada corporation, hereinafter called Lessor, and NORANDA EXPLORATION, INC., a Delaware corporation, and PACIFIC GOLD & URANIUM, INC., a Nevada corporation, hereinafter jointly called Lessee,

RECITALS

1. Lessor is the owner of certain patented lode mining claims, personal property and improvements thereon and therein, all situated in the Goldfield Mining District, Esmeralda County, Nevada, and more particularly described on Exhibit "A" annexed hereto and made a part hereof, the same being hereinafter sometimes called "the mining property."

2. Lessor represents that said mining property is presently free and clear of liens, encumbrances, demands and other related obligations, except as provided for in paragraph IV(c) herein, and that it has full power and authority to enter into this Agreement and deal with and lease said properties in accordance with the terms hereof.

3. Lessee is desirous of securing a lease on said mining property and Lessor is willing to grant the same on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and the sum of Ten Dollars ($10.00) paid by Lessee to Lessor, receipt of which is hereby acknowledged, the royalties hereinafter reserved, and the covenants and agreements hereinafter expressed, and by the Lessee to be kept and performed, it is agreed as follows:

TERM

Lessor does hereby grant, demise and let unto Lessee all of the patented mining claims, property, equipment, improvements and premises described in said Exhibit "A" together with the appurtenances thereon, for a term of one (1) year from the commencement
date hereof, all subject to the terms, conditions and reservations hereinafter provided. The term of this Lease shall commence May 1, 1980.

II

TITLE

(a) Lessor covenants that it is the owner of the entire fee simple in and to said mining property and shall, at Lessee's request, furnish, at Lessor's expense, a current abstract of title showing clear title of the said mining properties, copies of abstracts of the instruments constituting its claim of title to such properties, together with an opinion of counsel that counsel has examined, among other things, the records and finds nothing wrong with the title.

(b) Lessor, on Lessee's request, shall furnish copies of all patents to said mining properties. Lessor represents that there are no known present outstanding preferential rights of purchase or any other known leases or encumbrances with respect to said mining properties granted or incurred by Lessor and not set forth herein; that all taxes applicable to the net proceeds of ores mined and shipped from said mining properties and all real property taxes on the mining claims and improvements situate thereon have been paid, and Lessor has no knowledge of conflicting claims to said mining property by any persons, firms or associations whomsoever.

(c) Lessor covenants and warrants that there are no outstanding royalty obligations or other payment obligations with respect to the mining claims except as hereinafore referred to. In the event that it is hereafter determined that any of the mining claims are subject to royalty obligations or other obligations to make payments of any type other than the Net Smelter Returns interest herein reserved to Lessor, Lessor shall assume and pay all such outstanding royalty payments or other obligations to make payment, and Lessor agrees that it will indemnify and hold Lessee harmless from all claims by third parties arising out of such royalty or payment obligations.

(d) In the event that Lessee should become compelled by legal process to make any royalty payment or any other payments with respect to the mining claims or any of them, other than payments which
become due and payable as provided herein, Lessee shall have the right to exclude the amount of such payments from the Net Smelter Returns payable to Lessor until such time as Lessee has been credited with the total amount so paid by Lessee.

III

EXTENDED TERM

At the expiration of the one (1) year primary term, this Lease shall be extended for terms of additional one (1) year periods over the next succeeding ninety-nine (99) years, unless Lessee notifies Lessor in writing of its intent not to extend this Lease, such notice to be given at least sixty (60) days prior to the end of each one (1) year term. If said notice is not given by Lessee, this Lease will automatically be extended for an additional one (1) year period without any further acts by either Lessee or Lessor, but in no event for a period in excess of ninety-nine (99) years. If this Lease is so extended for the additional term, all of the provisions contained herein shall be applicable to such extended term.

IV

RESERVATION OF NET SMELTER RETURNS

The reservation and payment to Lessor of Royalty is as follows:

(a) Lessor shall receive as a reserved royalty seven and one-half percent (7-1/2%) of the Net Smelter Returns on gold recovered from ores assaying up to 0.075 ounces per ton, and ten percent (10%) of the Net Smelter Returns on gold recovered from ores assaying 0.076 and higher. Lessor or his agent shall have the right to sample the ore at all reasonable times to determine the value thereof. A reserved royalty of five percent (5%) of Net Smelter Returns will be paid on base metals and seven and one-half percent (7-1/2%) of Net Smelter Returns will be paid on other precious metals. Payments due Lessor will be paid within fifteen (15) days of Lessee's receipt of payment or report (whichever shall be first received) from the smelter or refinery to which the ore or concentrates have been delivered by Lessee.

(b) Lessor reserves the right to receive its portion of Net Smelter Returns in kind if so desired and requested; should Lessor so request, it shall give Lessee fifteen (15) days prior written
notice thereof, which request shall then require Lessee to pay Lessor in kind until such time as Lessor shall otherwise direct in writing.

(c) Lessor shall advise Lessee to pay a portion of royalties due as in (a) above to Pacific Gold & Uranium, Inc. in accordance with that certain agreement entered into between Lessor and Pacific Gold & Uranium, Inc. executed May 2, 1979, a copy of which is attached hereto and made a part hereof. Also, Lessor may instruct Lessee to make royalty payments to other parties on its order.

(d) The term "Net Smelter Returns" is defined as the gross value of concentrates delivered to a smelter or refinery for processing less any custom, smelting or refining charges and less any freight or security charges incurred in delivering said concentrates to the smelter or refinery.

(e) The Net Smelter Returns do not include any right, title or interest in and to any of the personal property, fixtures, or equipment hereafter placed upon said mining property, and the Net Smelter Returns interest reserved is exclusively an interest as hereinbefore defined, and Lessor shall look exclusively to the minerals produced from said mining property for the satisfaction and realization of the royalties from Net Smelter Returns.

(f) Lessee or its designee or agent shall have exclusive charge and control of the marketing of minerals allocable to the Net Smelter Returns, and shall market such production proportionately with and on the same terms as Lessee's share of the production from said mining property and shall collect and receive the proceeds of the sale of all such production. Lessee agrees, however, to use its best efforts to sell the ore or concentrates produced from said property for the highest market price obtainable.

(g) Lessee shall maintain a Net Smelter Returns account in accordance with the terms of this instrument and good accounting practices; the books of account and records of the Net Smelter Returns Account shall at all reasonable times be open for examination, inspection, copying and audit by Lessor and its accredited representatives at Lessor's expense. The Net Smelter Returns Account

-4-
shall be and remain a non-interest bearing account.

(h) Lessor shall never be responsible for payment of any part of the costs and expenses charged against Lessee nor for any liabilities incurred in connection with the developing, exploring, equipping, and operating of the said mining property after the effective date hereof, and against any and all such responsibility and liability, Lessee does covenant with Lessor to indemnify and save it harmless.

(i) Lessor’s share of the Net Smelter Returns shall be paid to it, or to its order, at such address as it may designate. If Lessor shall choose to obtain its share of Net Smelter Returns in kind (that is, in gold or silver), it shall be Lessor’s obligation and responsibility to obtain such gold or silver at the smelter or refinery at no additional cost or obligation to Lessee.

(j) Nothing herein contained shall be construed to place Davis-Goldfield Mining Corp. in the relationship of partner or joint venturer; its relationship shall be solely that of Lessor.

Lessor shall commence physical work on the property within 60 days from the commencement date hereof and continue with due diligence thereafter. Should Lessee’s field operations cease for a period in excess of one hundred thirty-five (135) days without the agreement of Lessor, then Lessee shall be considered to be in default in carrying out its work provisions of this lease. Valid work provisions are defined as exploration, development and production.

V

RECORDS AND INSPECTION

Lessees shall keep a full, true and accurate accounting, showing the tonnage and all shipments and sales of all minerals, metals and other products extracted or mined from said mining property, and the receipts therefrom and expenditures made in connection therewith, which books, together with all assays, data relating thereto, geology, exploration data and all other data bearing on ore reserves or production may be inspected by the Lessor at any and all reasonable times. Lessor shall have the right to inspect said mining property at all reasonable times, conditioned that the same shall
be so conducted as not to interfere or impede operations of Lessee, and further conditioned that the exercise of said accessorrial right by Lessor or its agent or representative shall be at Lessor's risk of personal injury.

VI

MINING RIGHTS

Lessee shall have and is hereby granted by Lessor the exclusive right:

(a) To enter upon, explore, examine and investigate the mining claims and to survey, map, test and sample the mining claims and to carry on such geological and geophysical work with respect thereto as Lessee, in its sole judgment and discretion, may desire;

(b) To delineate ores and ore occurrences and to drill and secure cores and samples from the mining claims at such places and in such quantities as Lessee, in its sole judgment and discretion, may desire;

(c) To prospect and search for minerals in and on the mining claims by means of drilling, trenching, drifting, cross-cutting, raising and sinking of shafts or winzes or by such other development or exploration methods, either surface or underground, as Lessee, in its sole judgment and discretion, may desire;

(d) To mine, extract, mill, process, concentrate or otherwise treat ores or minerals from the mining claims in unlimited quantities and to ship, market, sell or otherwise dispose of the same, or concentrates produced therefrom, to such persons and at such prices as Lessee, in its sole judgment and discretion, may desire; nothing herein shall preclude Lessee from carrying on an open pit operation should Lessee, in its discretion, determine that such method of mining is feasible and advisable. Nothing herein shall obligate Lessee to mine more of the property that it deems advisable, or any thereof which it may consider unprofitable to mine;

(e) To construct, install, operate and maintain upon the mining claims such mills, processing plants, roads, power and telephone lines, ditches, camps, hoists, buildings and other structures and facilities
as Lessee, in its sole judgment and discretion, may desire;

(f) To beneficially use all water under any water rights, permits or applications appurtenant to said mining property for the life of this Agreement, or as the same may be extended. Lessee shall, at its own expense, have the right to file for any water under existing permits or water rights, or to appropriate further any additional water, not covered by any existing permits or water rights, by filing with the Nevada State Engineer's Office an appropriate application for permit to appropriate the public waters of Nevada; provided, however, that any and all such additional permits or rights shall be in the Lessor's name, Lessee shall, however, have the right to fully and beneficially use any and all such water rights or permits so obtained during the life of this Agreement; but all water from the property shall first be used on or for ore removal from the property described on Exhibit "A". Only surplus water, not needed for processing of ore from the property described on Exhibit "A" may be used to process ore removed from other properties.

(g) To take any and all other action upon or in connection with the mining claims, whether similar to actions described above or not, as Lessee, in its sole judgment and discretion, may desire. Lessor, or its consultant may inspect the property at any reasonable time and may make recommendations regarding the mining plan to Lessee. Any expenses of the consultant will be for the account of Lessor.

VII
LESSOR'S PROTECTION

(a) Lessee agrees to conduct all mining operations on the mining claims in accordance with good mining practices and to save harmless and fully indemnify Lessor from any liability arising out of injuries to the person or property of third persons by reason of the operations of Lessee, its employees and servants upon the mining claims.

In this connection, Lessee agrees to procure and maintain a policy or policies of liability insurance covering injuries or death to persons and injuries to property in an amount or amounts approved by Lessor, and naming Lessor as co-insured party.

(b) Lessee agrees to carry such insurance, covering all persons
working in or on said mining claims for Lessee, as well as fully comply with such provisions of the statutes of the State of Nevada covering Workmen's Compensation and occupational diseases and disabilities as are now in force or as the same may be hereafter amended or enacted. Further, Lessee agrees to comply with all of the terms and provisions of all applicable laws of the State of Nevada and of the United States of America, now existing or as hereinafter amended or enacted, pertaining to social security, unemployment compensation, wages, hours and conditions of labor, or otherwise.

(c) Lessee shall promptly pay for any and all labor performed or materials or supplies furnished in connection with its operations on said mining property. Likewise, Lessee shall promptly pay, when due, any and all amounts due for custom ores delivered to any mill constructed and operated by it on said property, or situate adjacent thereto if tailing ponds or ores are deposited upon said mining property, and Lessee shall prevent any lien or liens from being asserted or filed against the product or ore not reduced, pursuant to the provisions of the Nevada Revised Statutes 108.580. All work done and materials furnished for or used upon said mining property by Lessee shall be at its sole expense and Lessee hereby indemnifies Lessor against and agrees to hold it and said property free of and harmless from any and all liens. Lessee further agrees to promptly file with the County Recorder's Office of Esmeralda County, Nevada, on behalf of Lessor, a notice of Lessor's non-responsibility for any labor performed or materials or supplies furnished to the Lessee, and in said and in all other respects, take such steps as may be required by law to free Lessor from liability in that behalf.

(d) It is agreed that high grade ores that are more efficiently processed by methods other than solution leaching shall be sent to a mill for precious metal recovery as would be customarily done in the mining industry.

(e) It is generally agreed that there shall not be co-mingling of ores from claims of Lessor and other owners. It is understood, however, that from time to time this may not be practicable, parti-
cularly at the inception of this operation. In such a case assays and quantities of mined ore will be carefully taken and considered in determining the gold recovery.

(f) A trained mining engineer will be retained for developing the mining plan and supervising the day-to-day operations. Prior to locating dumps on the property, the proposed dump location shall be adequately tested for ore. No dump shall be located on ore-bearing ground.

VIII

PROPERTY PROTECTION

Lessee shall pay all state and county taxes assessed upon the mining claims, structures and other improvements, machinery, equipment, tools, and supplies and personal property whatsoever placed upon said mining property. Lessor and Lessee shall each have the right to claim any and all mine depletion allowances as may now or hereafter be authorized by law to be deducted from federal income tax returns on a basis of the percentage of Net Smelter Returns paid to the Lessor, i.e. 7-1/2% or 10% as in IV(a), and the difference between the percentage paid Lessor and one hundred (100) to the Lessee. In the event that Lessor should choose to receive its Net Smelter Returns in kind, then Lessor shall be responsible for taxes of any kind or sort levied upon the gold and silver which they shall receive. Lessee may contest, in good faith, the amount of the validity of any of the aforesaid taxes, and in such event shall not be obligated to pay the same until the amount and validity thereof has been fully determined. Lessee shall not permit any tax liens or other encumbrances to attach against the mining property through the neglect or default of Lessee.

IX

MAPS, REPORTS AND DATA

Promptly following the execution of this Agreement, Lessor will deliver or make available to Lessee any and all maps of the mining properties covered hereby, reports, drillings, geological and geophysical data, and other data in Lessor's possession or available to Lessor relating to the said mining properties. On the termination hereof, for any reason, Lessee shall deliver to Lessor copies
of all samplings, assaying, engineering, metallurgical and geological and geophysical reports and drilling logs, oil reserve and other data obtained by it on said mining property during the term hereof, including any that were delivered to it by Lessor.

X

EXPLORATION AND DEVELOPMENT WORK

Notwithstanding any provision herein contained which may be construed to the contrary, it is agreed that Lessee shall have the sole discretion in determining the nature and extent of any exploration and development work upon the mining property. Lessee shall, under no circumstances, be liable to Lessor for any alleged failure to pursue exploration, development and mining. Furthermore, Lessee shall have the sole discretion in determining whether or not a mill should be constructed and/or operated for processing ores produced from said mining property and/or other properties, and Lessee shall, under no circumstances be liable to Lessor for any alleged failure to construct and/or operate a mill. In the event Lessee does construct a mill to process ore mined from said mining property, it shall not mix or adulterate ores mined therefrom with custom ore without the written consent of Lessor.

XI

CAUSES SUSPENDING AND TOLLING PERFORMANCE

Anything to the contrary notwithstanding, Lessee will be excused from performing the terms and conditions hereof, except as to payment of taxes, during such period or periods as Lessee shall be prevented from operating by acts of God, war, public enemy, strikes, riots, labor shortage or disturbances, breakdown, unavoidable accidents, storm, floods, fire, orders, directives or regulations of state or public authority, and other causes whether similar or dissimilar not reasonably within the control of Lessee; provided, however, that any such suspension of operation shall be excused only during the period of emergency, and any obligations hereunder shall be promptly resumed upon the cessation of the emergency.

XII

PROPERTY TO BE RETURNED IN WORKABLE CONDITION

Lessee shall deliver to Lessor, on termination hereof, the pro-
property covered by this Agreement, in good order and condition with the property ready for immediate continued working, without demand or further notice.

XIII

FENCING OF EXCAVATIONS

All mining operations conducted hereunder by the Lessee shall be carried on according to law and according to the customs of the district, and the Lessee shall fence, fill or cover excavations, holes, ditches, shafts or other openings on the ground which might be dangerous to livestock or humans. Lessee shall also provide proper and adequate fences to keep livestock from any tailings or other similar ponds located upon said mining property.

XIV

NOTICE

Any notice contemplated herein to be served upon Lessor shall be in writing and shall be sufficiently given if deposited in the United States mail, postage prepaid, registered or certified, and addressed to Lessor as follows:

Mr. Ralph E. Davis, Jr.
Davis-Goldfield Mining Corp.
Alpine Villa
Boonville, MO 65233

or at such other address as Lessor may from time to time designate in writing to Lessee. Any notice contemplated herein to be served upon Lessee shall be in writing and shall be sufficiently given if deposited in the United States mail, postage prepaid, registered or certified, and addressed to Lessee as follows:

Mr. Robert S. Neel
Assistant Secretary/Director of Land Acquisitions
Noranda Exploration, Inc.
12640 West Cedar Drive
P. O. Box 15638
Denver, Colorado 80215

or at such other address as Lessee may from time to time designate in writing to Lessor. Service of notice by mail shall be deemed effective and complete upon posting and mailing same as provided herein. Personal service of notice shall be deemed sufficient service of notice and no mailing of notices shall be necessary in case of such personal service.

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MEMORANDUM AGREEMENT

The parties agree that a memorandum of this lease agreement shall be executed by them for recording in Nevada by the Lessee in order to provide record notice of the prior rights of Lessee affecting the premises as herein created.

PERSONAL PROPERTY

All tools, equipment, milling machinery, supplies and paraphernalia, structures and buildings of every nature and description (excepting only mine timbers and rails and pipe installed beneath the surface) purchased, installed, or placed upon said mining property by the Lessee shall be deemed to be and shall remain the personal property of Lessee and title thereto shall at all times remain and be in Lessee. Lessee shall have the right at all times during the term of this Agreement and for a period of ninety (90) days after the termination of this contract to remove such property from the said mining property, provided that if weather, road conditions or acts of God or other causes beyond Lessee's control shall prevent or interrupt such removal, then the time permitted for such removal shall be tolled for a period equal to each period during which such preventing or interrupting condition existed. Property to be left in equal to or better condition than originally received by Lessee.

DEFAULT BY LESSEE

In the event Lessee fails to make any payment to Lessor within the time provided, or in the event Lessee shall default in the performance of any obligation under this Agreement, and shall fail to pay, or to remedy, or initiate good faith steps to remedy any such default within thirty (30) days after receipt by Lessee of written notice of such default from Lessor, then Lessor may, at its option, cancel this Agreement and enter into possession of said mining property.

It is specifically understood and agreed that, subject to the obligation of Lessee to pay accrued Net Smelter Returns from production as herein provided, the sole liability of Lessee for any default
under the terms of this mining contract shall be the loss of the rights granted to it hereby in and to the mining property and Lessee shall under no circumstances have any other or further liability to Lessor.

XVIII
TERMINATION

Anything to the contrary notwithstanding, it is expressly understood and agreed that Lessee shall nevertheless have the right to terminate this Agreement at any time by giving Lessor thirty (30) days written notice of its intention to terminate and surrender this Agreement and discontinue its operations hereunder, and Lessee shall thereupon be relieved of and from any and all obligations hereunder that would thereafter otherwise arise. Lessee shall be obligated, however, to pay to Lessor all sums due and payable to Lessor as Net Smelter Returns which have accrued from ores or minerals extracted from said mining property or concentrates produced therefrom and sold before the effective date of such termination, and to pay any obligations incurred by it prior to such termination.

XIX
GENERAL PROVISIONS

(a) Lessee will not dump ore or waste material or mill ore from other property on said property without the written consent of Lessor.

(b) The Lessor is not entitled to or have received any remuneration, direct or indirect, now or in the future, for making this contract or assisting in the same.

(c) It is acknowledged that no finder's fee or real estate commission is involved or owed to any party to this Agreement or to any third party or parties, and neither party shall be liable or responsible to pay any claim that may be made or asserted therefor.

(d) This Agreement shall be governed by the laws of the State of Nevada.

XX
INTEGRATION OF AGREEMENT

This Agreement contains all the terms and covenants and agreements of the parties and there are no representations or understandings other than those included herein, and this Agreement may not be
modified or changed except by an agreement in writing signed by the parties hereto.

XXI
ASSIGNMENT

Lessee may assign or sublet the mining property on one occasion, the occasion of the first such assignment or sublease, without the consent of Lessor provided that such assignment is made to a financially responsible party. Thereafter, no further assignment or sublease may be made without Lessor's prior written consent, which written consent shall not unreasonably be withheld. As a condition to granting such written consent, Lessor, at his option, may require Lessee or the then current assignee or sublessee, to remain personally liable for the performance of the sublease or assignment.

XXII
PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to limit or define the scope of any provision hereof.

XXIII
BINDING ON SUCCESSORS AND ASSIGNS

This Agreement and all of its terms and provisions shall extend to and bond the heirs, assigns, successors and personal representatives of the parties hereto respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

DAVIS-GOLDFIELD MINING CORP.,
a Nevada corporation

By: [Signature]

NORANDA EXPLORATION, INC.,
a Delaware corporation

By: [Signature]

PACIFIC GOLD & URANIUM, INC.,
a Nevada corporation

By: [Signature]
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MEMORANDUM OF UNDERSTANDING

BETWEEN Davis-Goldfield Mining Corporation (hereinafter called "DAVIS") and Pacific Gold & Uranium, Inc. (hereinafter called "PACIFIC"), both Nevada corporations.

This agreement is made with respect to the following facts:

1. Davis is the owner of certain patented mining claims situated in the Goldfield Mining District of Nevada, more particularly described in a certain deed between M. G. Martin, Grantor, and Davis-Goldfield Mining Corporation, Grantee.

2. Pacific is the successor in title and owner of the 12 1/2% overriding royalty interest in said claims reserved by M. G. Martin in the above-referred to deed of conveyance.

3. Davis is desirous of entering into a lease agreement with Goldfield Ltd., a California limited partnership, to explore and mine said claims subject to an overriding royalty computed on the basis of a sliding scale of ore values mined ranging from 7 1/2% to 10%.

4. In order to make said proposed lease agreement economically feasible for all parties concerned, Pacific has agreed to reduce its 12 1/2% overriding royalty interest to an amount equal to 33-1/3% of the royalty interest due and payable by Goldfield Ltd. to Davis under the sliding scale royalty provided for in said proposed lease.

5. Davis has further agreed to transfer shares of Davis to Pacific raising Pacific's ownership in Davis to 33-1/3%.

6. Davis has further agreed that Pacific shall be entitled to
representation on the Board of Directors of Davis at least equal to its percent ownership in Davis.

7. In order to carry out the foregoing agreement, the parties hereto agree to modify the present proposed lease agreement between Davis and Goldfield Ltd. to reflect the revised overriding royalty interest due and payable to Pacific in accordance with the above memorandum of understanding.

DAVIS-GOLDFIELD MINING CORPORATION

Date: 5/2/79

By: [Signature]

PACIFIC GOLD & URANIUM, INC.

Date: April 19, 1979

By: [Signature]
**Goldfield District**

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<tr>
<td>&quot; 2941 January</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>&quot; 2203 Silver Pick</td>
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<tr>
<td>&quot; 2203 Silver Pick Fraction</td>
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<td></td>
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<tr>
<td>&quot; 2203 Deserted</td>
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<td></td>
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<td></td>
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<tr>
<td>&quot; 2203 Pipe Dream</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>&quot; 2203 North End</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>&quot; 2375 Hazel Queen</td>
<td></td>
<td></td>
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</tbody>
</table>

★ Notice to Taxpayers on Reverse Side

<table>
<thead>
<tr>
<th>District</th>
<th>Valuation</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>13,200</td>
<td>1.4304</td>
<td>$ 188.81</td>
</tr>
</tbody>
</table>

First Installment: $ __________
Second Installment: $ __________
Third Installment: $ __________
Fourth Installment: $ __________
Paied in Full: $ __________

By Whom Paid: ____________

Assessed to: Margraf Explosives, Inc.
c/o Oscar E. and Marieanne B. Margraf
3315 Skyline Blvd.
Reno, Nv. 89508

Bring or send this notice when making payment.
<table>
<thead>
<tr>
<th>Description of Property</th>
<th>Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey No. 2844 Fraction</td>
<td>500</td>
</tr>
<tr>
<td>&quot; 2844 White Horse</td>
<td>500</td>
</tr>
<tr>
<td>&quot; 2844 White Rock</td>
<td>500</td>
</tr>
<tr>
<td>&quot; 2844 Yello Jacket</td>
<td>500</td>
</tr>
<tr>
<td>&quot; 2749 Firelight</td>
<td>500</td>
</tr>
<tr>
<td>&quot; 2360 Emma Fraction</td>
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</tr>
<tr>
<td>&quot; 2844 Blue Jay (19/24 interest)</td>
<td>390</td>
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<tr>
<td>&quot; 2844 Omega (19/24 interest)</td>
<td>390</td>
</tr>
<tr>
<td>&quot; 2844 Apazaca (19/24 Interest)</td>
<td>390</td>
</tr>
<tr>
<td>&quot; 2844 Alpha (19/24 interest)</td>
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<tr>
<td>&quot; 4096 Jim Fraction (19/24 interest)</td>
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<tr>
<td>Survey No. 2566 O.K. Fraction (3/4 of 1/2 interest)</td>
<td>190</td>
</tr>
<tr>
<td>Survey No. 2375 Combination No. 1 (North half)</td>
<td>150</td>
</tr>
<tr>
<td>Survey No. 2375 Combination No. 2 (south half)</td>
<td>150</td>
</tr>
<tr>
<td>Survey No. 2375 Combination No. 1 (South half-below the elevation of the 380' level of Combination Shaft)</td>
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</tr>
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<td>Survey No. 2375 Combination No. 2 (North half-below the elevation of the 380' level of the Combination Shaft)</td>
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</tr>
<tr>
<td>Survey No. 2361 Red King (S.E. 2/3 interest)</td>
<td>330</td>
</tr>
<tr>
<td>Survey No. 2750 Cornishman (S.E. undivided 1/4 interest)</td>
<td>130</td>
</tr>
</tbody>
</table>
Nortem part Red Top area - 1/3 drillion

1.470, 000 0.064 Au

working on S 3/4 mile that has been drilled
McHauler Camp, January 2002

- 500,000

Red Top, can add to reserves, some not drilled deep enough.

Water availability, 500-1,000 gph sustainable / month.

Applying filing for water rights.