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SKAMANIA COUNTY WASH
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P. Sawry
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116010

DEED OF MINING CLAIMS

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THIS DEED OF MINING CLAIMS is made and entered into as of December 1, 1990, by and between BETTINA McCUISTION, a widow, P.O. Box 6, Trout Lake, Washington 98650, LEE GRIBNER and WANDA GRIBNER, his wife, P.O. Box 75, Trout Lake, Washington 98650, and LOUISE A. McCUISTION, a widow, 1121 Fifth Street, Hood River, Oregon 97031 (hereinafter collectively called "GRANTORS"), and PLEXUS RESOURCES CORPORATION, a Nevada corporation, 185 South State Street, Suite 400, Salt Lake City, Utah 84111 (hereinafter called "GRANTEE").

WITNESSETH

1. Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, bargain, sell, and convey to Grantee those certain unpatented mining claims, more particularly described in Exhibit A attached hereto and made a part hereof, located in Skamania County, Washington (hereinafter called the "Claims"); TOGETHER WITH all and singular the mines and minerals therein, all extralateral rights appurtenant thereto, all dumps and severed ore thereon, and all fixtures, improvements, rights and appurtenances appertaining thereto, RESERVING a perpetual royalty of one and one half percent (1.5%) of Net Smelter Returns achieved from the sale of minerals and mineral bearing materials mined, extracted, removed, and sold from the Claims as further provided herein. Said royalty shall be reserved and owned individually by each of the parties constituting Grantors as follows:

Bettina McCuistion	0.750%
Lee Gribner and Wanda Gribner, husband and wife	0.450%
Louise A. McCuistion	0.300%

Registered	<i>p</i>
Indexed, Dir	<i>p</i>
Indirect	<i>p</i>
Filed	<i>p</i>
Noted	

2. "Net Smelter Returns" for purposes of this instrument means all sums received by Grantee for ores or other mineral products removed and shipped from the Claims, less all transportation charges from the mine site and treatment charges (other than treatment costs through concentrating if such treatment is performed by Grantee). In the event that the mill or smelter to which such ores or products are delivered is owned, operated, or controlled by Grantee or any affiliate of Grantee, the charges of such mill or smelter shall not be greater than those of

comparable mills or smelters for milling or smelting similar material.

3. All royalty payments shall be made within 60 days following the calendar quarter in which payment is received by Grantee. At the time of making each royalty payment, Grantee shall deliver to Grantors a statement showing the amount of such payment and the manner in which it was determined, and shall submit to Grantors data reasonably necessary to enable Grantors to verify the determination, including copies of all settlement sheets and invoices pertinent to the calculation of such payment. Accurate records of tonnage, volume of products, analyses of products, weight, moisture, assays of pay metal content, sales, and other records necessary for the computation of royalty hereunder shall be kept by Grantee and shall be available for inspection by Grantor (or Grantors' agents(s)) at all reasonable times upon request made at least five working days in advance.

4. The acceptance of royalty payments shall not prejudice the right of Grantors to protest or question the correctness thereof; provided, however, that all statements rendered to Grantors by Grantee during any calendar quarter shall conclusively be presumed to be true and correct after 12 months following the end of any such calendar quarter, unless within the said 12 month period Grantors take written exception thereto and make a claim on Grantee for adjustment. No adjustment favorable to Grantee shall be made unless it is made within the same prescribed period. Any adjustment in favor of Grantee can be made by reducing future payments of royalties hereunder, but shall not require the reimbursement by Grantors of any payments previously received. No adjustment favorable to Grantee shall be made unless it is made within the same prescribed period, and unless within that period, Grantee furnishes to Grantors a statement showing in reasonable detail the basis for such adjustment. Nothing in this paragraph 4 shall operate to bar any claim, whenever asserted, for an adjustment by Grantor if the amount of any royalty payment can be shown to be the result of or affected by fraud or deceit, or if at any time prior to the expiration of the appropriate twelve month period, Grantor fails to make all records reasonably available to Grantors as required by paragraph 3 above.

5. Grantors, upon notice in writing to Grantee, shall have the right to audit Grantee's accounts and records relating to the payment of the royalty hereunder for any calendar quarter within the 12 month period following the end of any calendar quarter; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in paragraph 4 above. Each person constituting Grantors shall conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to Grantee. All audits shall be conducted by Grantors at the office of Grantee where the relevant books and records are maintained and such audit shall be conducted during normal business hours. Grantee shall bear no portion of the audit costs incurred under

this paragraph unless agreed to by Grantee; provided, however, that if the audit shows that the additional amount due from Grantee to Grantors with respect to any given royalty payment is greater than three percent (3%) but less than five percent (5%) of that royalty payment, then the cost of the audit shall be borne one-half by Grantee and one-half by Grantors; and, provided further, that if the audit shows that the additional amount due from Grantee to Grantors with respect to any given royalty payment is greater than five percent (5%) of that royalty payment, the entire cost of the audit shall be borne by Grantee.

6. Grantors' royalty interest shall be free and clear of all costs and expenses and net of taxes.

7. No assignment, transfer, or other conveyance of the royalty herein created or any portion thereof shall be binding upon Grantee with respect to making payments, regardless of whether Grantee has actual or constructive knowledge of the change of ownership, until thirty (30) days after Grantee has received from Grantors a certified copy of the recorded instrument or instruments satisfactory, in the opinion of Grantee, to evidence the change of ownership and to establish the right, title, or interest of the claiming party and the extent thereof. In the event the royalty herein reserved as to each of the three owners above designated becomes payable to two or more parties, those parties shall appoint, and shall deliver to Grantee a document executed by all of those parties that designates the name and address of, a single agent or trustee to whom Grantee shall make all payments. Until Grantee receives such designation, Grantee may deposit such payments into a reasonable interest bearing account pending receipt of the designation. Grantee shall have no responsibility as to the division of payments paid among the parties. If Grantee makes a payment or payments in accordance with the provisions of this Section, it shall be conclusively deemed that such payment or payments have been received by Grantors. All charges of the agent or trustee shall be borne by the parties receiving payments.

8. Notices required or authorized to be given and payments to be made hereunder shall be given or transmitted in person or by certified United States mail, postage or charges pre-paid, and addressed as indicated in the first paragraph of this instrument. All notices given or payments made under any provision hereof shall be deemed given when delivered in person or when deposited in the United States mail with postage or charges pre-paid. Any party may change its address to which notices are to be given by notifying the other party of such change of address.

9. The royalty reserved herein is a nonexecutive, nonparticipating royalty interest which is not to participate in or bear any cost of operations, or in leasing of, or other grant of operating rights in the Claims to others who would conduct operations, or in any bonus or delay rental payments made in connection with the Claims, but rather is an interest which is entitled only to a share of production. Grantee and its successors

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and assigns shall have exclusive charge, management, and control of all operations to be conducted on the Claims.

10. The royalty interests reserved herein shall attach to any Net Smelter Returns realized by Grantee through the exercise of mineral rights possessed by reason of ownership of the Claims and any amendments, relocations, or conversions thereof, and through the exercise of any mineral rights acquired by Grantee and any affiliates of Grantee in any lands embraced within the boundaries of the claims within one year after the loss or relinquishment of any such lands or Claims. The rights reserved herein by Grantors are intended to run with the land and to be binding upon Grantee and all successors in interest to the Claims. Grantee shall, subject to paragraph 12 below, suffer no liability to Grantors for any loss of the Claims through forfeiture, failure to do assessment work, abandonment, or otherwise.

11. Seller, and each of them, represent and covenant that the Claims were posted and marked in accordance with applicable Washington and federal law, that the Claims were located on property then open for mineral location, and that there are no liens or encumbrances on the Claims arising by or through Sellers. Except as otherwise stated, Sellers make no other covenant or representation, express or implied, as to the title, status or merchantability of the Claims.

12. If Grantee within ten years after the date hereof elects to abandon the Claims or to permit forfeiture of the Claims for failure to perform assessment work, Grantee will give notice of such election at least four months prior thereto (which in the case of election not to do assessment work will require notice at least four months prior to the end of the assessment work year). Grantors shall have the right within 30 days after receipt of any such notice to elect to take reassignment of the claims. If Grantors so elect, Grantors shall notify Grantee in writing within said 30 day period, and Grantee shall quitclaim the Claims to Grantors. Notification to Grantors shall be sufficient if transmitted by certified mail to Bettina McCuistion at P.O. Box 6, Trout Lake, Washington 98650, or such other address as Grantors direct in writing to Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

GRANTORS:

Bettina McCuistion
BETTINA MCCUISTION

Lee Gribner
LEE GRIBNER

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Wanda Gribner
WANDA GRIBNER

Louise A. McCuiston
LOUISE A. MCCUISTION

GRANTEE:

PLEXUS RESOURCES CORPORATION

By: M. Fowler

Title: Vice President

STATE OF WASHINGTON)

COUNTY OF Klickitat) SS.

On this day personally appeared before me BETTINA MCCUISTION, a widow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this 28th day of November, 1990.

Dadene Yarnall
NOTARY PUBLIC, in and for State of
Washington, residing in

White Salmon

My commission expires:

3/25/92

STATE OF WASHINGTON)
COUNTY OF Blount : ss.

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On this day personally appeared before me LEE GRIBNER and WANDA GRIBNER, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 28th day of November, 1990.

Nadene Yarnell
NOTARY PUBLIC, in and for State of
Washington, residing in

My commission expires:

3/25/92



STATE OF WASHINGTON)
COUNTY OF Blount : ss.

On this day personally appeared before me LOUISE A. McCUISTION, a widow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 28th day of November, 1990.

Nadene Yarnell
NOTARY PUBLIC, in and for State of
Washington, residing in

My commission expires:

3/25/92



STATE OF ^{UTAH} ~~WASHINGTON~~)
 : ss.
COUNTY OF Salt Lake)

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On this 3rd day of December, 1990, before me personally appeared Michael D. Fowler, to me known to be the Vice President of PLEXUS RESOURCES CORPORATION, a Nevada corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

S. G. Little
NOTARY PUBLIC, in and for State of ~~Washington~~
Utah
Salt Lake County

My commission expires:
March 12, 1994

EXHIBIT A

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Unpatented Lode Mining Claims
Situating in Skamania County, Washington

NAME OF CLAIM	BOOK	PAGE	BLM SERIAL NO.
Black Jack 1	J	4	OR MC 29379
Black Jack 2	J	6	OR MC 29380
Black Jack 3	J	18	OR MC 29381
Black Jack 4	J	19	OR MC 29382
Black Jack 5	J	20	OR MC 29383
Black Jack 6	J	21	OR MC 29384
Black Jack 7	J	437	OR MC 29385
Black Jack 8	K	7	OR MC 29386
Black Jack 9	K	39	OR MC 29387
Black Jack 10	K	40	OR MC 29388
Black Jack 11	K	41	OR MC 29389
Black Jack 12	K	42	OR MC 29390
Black Jack 13	K	136	OR MC 29391
Black Jack 14	K	137	OR MC 29392
Black Jack 15	K	138	OR MC 29393
Black Jack 16	L	810	OR MC 29394
Black Jack 17	L	811	OR MC 29395
Black Jack 18	L	812	OR MC 29396
Black Jack 19	L	813	OR MC 29397
Black Jack 20	L	831	OR MC 29398
Apex 1	L	820	OR MC 29399
Apex 2	L	819	OR MC 29400
Apex 3	L	818	OR MC 29401
Apex 4	L	817	OR MC 29402
Apex 5	L	821	OR MC 29403
Apex 6	L	822	OR MC 29404
Apex 7	L	825	OR MC 29405
Apex 8	L	823	OR MC 29406
Apex 9	L	824	OR MC 29407
Apex 10	L	826	OR MC 29408
Apex 11	L	827	OR MC 29409
Apex 12	L	828	OR MC 29410
Apex 13	L	829	OR MC 29411
Apex 14	L	830	OR MC 29412
McKinley 1	L	472	OR MC 29337
McKinley 2	L	473	OR MC 29338
McKinley 3	L	474	OR MC 29339
McKinley 4	L	775	OR MC 29340
McKinley 5	L	776	OR MC 29341
McKinley 6	L	774	OR MC 29342
McKinley 7	L	783	OR MC 29343
McKinley 8	L	784	OR MC 29344
McKinley 9	L	785	OR MC 29345
McKinley 10	L	786	OR MC 29346
McKinley 11	L	787	OR MC 29347

Sunset 1	L	760	OR MC 29348
Sunset 2	L	761	OR MC 29349
Sunset 3	L	762	OR MC 29350
Sunset 4	L	763	OR MC 29351
Sunset 5	L	764	OR MC 29352
Sunset 6	L	765	OR MC 29353
Sunset 7	L	766	OR MC 29354
Sunset 8	L	767	OR MC 29355
Sunset 9	L	768	OR MC 29356
Sunset 10	L	769	OR MC 29357
Sunset 11	L	770	OR MC 29358
Sunset 12	L	771	OR MC 29359
Sunset 13	L	772	OR MC 29360
Sunset 14	L	773	OR MC 29361
Sunset 15	L	777	OR MC 29362
Sunset 16	L	778	OR MC 29363
Sunset 17	L	779	OR MC 29364
Sunset 18	L	780	OR MC 29365
Sunset 19	L	781	OR MC 29366
Sunset 20	L	782	OR MC 29367
Sunset 21	L	814	OR MC 29368
Sunset 22	L	815	OR MC 29369
Sunset 23	L	816	OR MC 29370