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GPO Jacket No. 560-102
Print Order 61540
Rise Business Services, LLC
Job=AZ15 8/14/2019



Box Number= AZ15218



Claim Begin-End: AMC139199-AMC139232

1 Initial Receipt



AZ15218-4 AMC139164-AMC141486

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIPT AND ACCOUNTING ADVICE

NO. 2480407 07

CD/AZ

07/01/99

Subject:

TRANSFER OF INTEREST (16)

2 5 12

80.00

Applicant:

HARRIS, TRIMMER & THOMPSON
6121 LAKESIDE DRIVE
SUITE 260
RENO NV 89570

Remitter: CK #1288
702 825 4300

Assignor:

LEASE MANAGEMENT DATA										<input type="checkbox"/> NEW	<input type="checkbox"/> UPDATE	<input type="checkbox"/> PAYMENT
ORIGINAL SERIAL NO.	ASG.	TYPE	ST.	CTY.	FUND SYMBOL				ACRES/UNITS	RATE		
AMC 139217 139232												
AMOUNT	ANV. DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC. DATA	U of M	ACTUAL UNITS			
ASSIGNMENT SERIAL NO.	ASG.	TYPE	ST.	CTY.	FUND SYMBOL				ACRES/UNITS	RATE		
AMOUNT	ANV. DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC. DATA	U of M	ACTUAL UNITS			
APPLY REMITTANCE										Remarks:		
ACTION	FUND SYMBOL				CTY.	AMOUNT						
FILING FEE												
RENTAL												
UNEARNED												
REFUND												
TOTAL												
AMOUNT DUE												
<div><div><input type="checkbox"/> Lease in Escrow? <input type="checkbox"/> KGS? <input type="checkbox"/> Auto Escalates? <input type="checkbox"/> Auto Renew?</div><div>Of Interest? Operating Rights? Operator Bond Filed?</div></div>										BY: _____ DATE: _____		
FOR MMS USE ONLY												
BILLEE								FOREST REFUGE				
NUMBER												
OCS SECTION												
CODE												

NOTICE!!

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GPO Jacket No. 560-102
Print Order 61540
Rise Business Services, LLC
Job=AZ15 8/14/2019



Box Number= AZ15218



Claim Begin-End: AMC139199-AMC139232

2 Correspondence



AZ15218-4

AMC139164-AMC141486

1998

MI TING ASSESSMENT LIST BY SERIAL NUMBER

PAGE 001

LEAD OWNER

NEW GOLD
3 HARBOR DR #103
SAUSALITO CA 94965

CO-OWNERS
NONE

ARIZONA

LEAD FILE NUMBER - 139199

CASE TYPE	SERIAL NUMBER	CLAIM NAME	LAST ASSMT.	CASE TYPE	SERIAL NUMBER	CLAIM NAME	LAST ASSMT.
LD	139199	CORRAL NO 1	1997	LD	139201	CORRAL NO 3	1997
LD	139200	CORRAL NO 2	1997	LD	139203	CORRAL NO 5	1997
LD	139202	CORRAL NO 4	1997	LD	139205	CORRAL NO 7	1997
LD	139204	CORRAL NO 6	1997	LD	139207	CORRAL NO 9	1997
LD	139206	CORRAL NO 8	1997	LD	139209	CORRAL NO 11	1997
LD	139208	CORRAL NO 10	1997	LD	139211	CORRAL NO 13	1997
LD	139210	CORRAL NO 12	1997	LD	139213	CORRAL NO 15	1997
LD	139212	CORRAL NO 14	1997	LD	139215	CORRAL NO 17	1997
LD	139214	CORRAL NO 16	1997				
LD	139216	CORRAL NO 18	1997				

139199 - 139216
Closed 8/31/97 DM

ENTERED IN COMPUTER

APR 7 1998

Jor

VERIFIED

gls

APR 07 1998

UNITED STATES

BUREAU OF LAND MANAGEMENT
Arizona State Office
222 N. Central Avenue
Phoenix, AZ 85004-2203

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE \$300

CERTIFIED

76415010

MAIL

AN EQUAL OPPORTUNITY EMPLOYER

- ☐ Forwarding Order Expired
☐ Insufficient Address
☐ Moved, Left No Address
☐ Mailed to Refused
☐ No Such Street
☐ No Such Number
Route No. _____ Date _____
Carrier/Initials _____
SAUSALITO CA 94965

NEW GOLD
3 HARBOR DR.
SAUSALITO, CA 94965

RETURN RECEIPT
REQUESTED

- ☐ Forwarding Order Expired
☐ Insufficient Address
☐ Moved, Left No Address
☐ Uncollected
☐ Attempted - Not Known
☐ No Such Street
☐ No Such Number
Route No. _____ Date _____
Carrier/Initials _____
SAUSALITO CA 94965



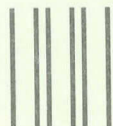
85004/2203



BUREAU OF LAND MANAGEMENT
ARIZONA STATE OFFICE
222 NORTH CENTRAL AVENUE
PHOENIX, AZ 85004-2203

● Print your name, address, and ZIP Code in this box ●

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UNITED STATES POSTAL SERVICE



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Arizona State Office
222 North Central Avenue
Phoenix, AZ 85004-2203

In reply refer to:

3800 (952.3) DDM
A MC 139199

April 2, 1998

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

DECISION

Mining Claimant(s)
as Shown on the
Enclosed Sheet(s)

:
:
:

Mining Claim(s)
Mill and Tunnel Site(s)

Mining Claims, Mill and Tunnel Sites Declared Forfeited

Claimants are required to pay an annual non-refundable maintenance fee of \$100 or submit a small miner's maintenance fee waiver for each claim/site. These requirements were established by Public Laws 102-381 (106 Stat. 1374), dated October 5, 1992, and 103-66 (107 Stat. 405) dated August 10, 1993, and the regulations implemented August 30, 1994, found at 43 CFR 3833.1-5, 6, and 7.

The Bureau of Land Management (BLM) records do not show receipt of a maintenance fee payment or small miner's maintenance fee waiver on or before August 31, 1997, for the year of 1998, for the mining claim(s), mill and tunnel site(s) listed on the enclosed sheet(s), and therefore, the claims are declared forfeited.

This decision does not relieve you of the requirement for reclamation of all areas disturbed by your activities on lands covered by your mining claim(s) and/or site(s). Failure to reclaim the land to the satisfaction of the authorized officer of the agency upon whose lands you have located may cause the agency to hold the claimant in a status of non-compliance under their surface management regulations. If reclamation is required, you must notify the proper authorized officer upon completion so that final site inspection and clearance may be obtained and your liability released. On BLM administered lands failure to reclaim the land to the satisfaction of the authorized officer as prescribed by 43 CFR 3809.1-1 and 3809.3-2 may cause BLM to hold you in a status of non-compliance under 43 CFR 3809.3-2 and invoke the penalty provisions of 43 CFR 3809.3.2(f).

During the same 30-day compliance period, this decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If no appeal, or noncompliance, with the above occurs, this decision constitutes final administrative action of this Department as it affects the mining claims. No appeal, protest or petition for reconsideration will be entertained from this decision after the appeal period has expired.

Please include your A MC serial number(s) on all correspondence. If additional information is required, please call Dorie Morrison at (602) 417-9518.

Mary Jo Yoas

Mary Jo Yoas
Supervisor, Lands and Minerals Operations

Enclosure(s)



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
ARIZONA STATE OFFICE
3707 N. 7TH STREET
P.O. BOX 16563
PHOENIX, ARIZONA 85011
(602) 650-0518



IN REPLY REFER TO:

(921-SR)
A MC 139199

American Resource Corp Inc
Attn: Valerie Shelton
100 Drake's Landing Rd #250
Greenbrade, California 94904

February 9, 1994

gj
2-9-94

NOTICE TO MINING CLAIMANTS

Your annual Rental filing received in this office did not contain all of the correct Bureau of Land management serial numbers assigned to each claim.

Below are the names of the claims, serial numbers erroneously listed and the correct serial numbers according to our records:

<u>Name of Claims</u>	<u>Incorrect Serial Numbers</u>	<u>Correct Serial Numbers</u>
Artesian No. 9 thru 16	A MC 139217 thru 139224	A MC 139225 thru 139232

Our records for the claim(s) have been updated to show receipt of the required annual filing for 1993 and 1994. No further action on your part is necessary.

The regulations under 43 CFR Subpart 3833 state: "Citing the serial number shall comply with the requirement in the Act of file an additional description of the claim."

To receive proper credit in the future, in addition to naming each claim on all correspondence, always include the correct serial numbers assigned to each of the mining claims, mill or tunnel sites.

Mary Jo Yoas

Mary Jo Yoas
Chief, Branch of Lands and
Minerals Operations

ALAN R. SMITH, ESQ.
State Bar #1449
Law Offices of Alan R. Smith
505 Ridge Street
Reno, Nevada 89501
(702) 786-4579

Attorneys for Debtor

RECEIVED
CLERK OF DISTRICT COURT

JAN 21 1992

RECEIVED AND FILED

1992 JAN 22 PM 4:00

RECEIVED
PHOTOGRAPHY

U.S. BANKRUPTCY COURT
DISTRICT OF NEVADA

FILE COPY

Summary

392

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

* * *

IN RE:

NEW GOLD INC., a
Nevada corporation,

Debtor.

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

NOTICE OF HEARING ON
FIRST AND FINAL APPLICATION
BY ATTORNEYS FOR DEBTOR
TO APPROVE COMPENSATION

Date: February 18, 1992
Time: 2:00 p.m.
Time Required: 5 minutes

TO: ALL CREDITORS AND PARTIES IN INTEREST

On January 22, 1992, a First and Final Application by Attorneys for Debtor to Approve Compensation was filed herein by the Law Offices of Alan R. Smith. Said Application requests the sum of \$66,786.00 as compensation for professional services rendered from November 16, 1990, through and including December 31, 1991, and the sum of \$9,141.27 for reimbursement of actual and necessary costs incurred from November 16, 1990, through and including December 31, 1991. A copy of the Application is on file and available for inspection at the office of the Clerk, United States Bankruptcy Court, U.S. Federal Building & Courthouse, 300 Booth Street, Reno, Nevada 89503. Applicant will file a

1 supplemental application seeking attorney's fees and costs incurred
2 through the date of hearing on this Application. Any opposing
3 memorandum must be served and filed not less than five (5) days
4 before the time set for hearing. In the absence of objections or
5 as is appropriate in the particular circumstances, the relief
6 requested may be granted without a hearing pursuant to 11 U.S.C.
7 § 102. Local Rule 965.

8 NOTICE IS FURTHER GIVEN that the hearing on said Application
9 will be conducted before a United States Bankruptcy Judge in the
10 U.S. Federal Building & Courthouse, Bankruptcy Courtroom, 300 Booth
11 Street, Reno, Nevada, on February 18, 1992, at 2:00 p.m.

12 DATED this 22nd day of January, 1992.

13 LAW OFFICES OF ALAN R. SMITH

14 By 
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16 ALAN R. SMITH

17 Attorneys for Debtor
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1 ALAN R. SMITH, ESQ.
2 Law Offices of Alan R. Smith
3 505 Ridge Street
4 Reno, Nevada 89501
5 (702) 786-4579
6 State Bar #1449

7 Attorneys for Debtor

RECEIVED AND FILED

92 JAN 16 PM 2:46

U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

12 NEW GOLD INC., a
13 Nevada corporation,

14
15 Debtor.
16 _____/

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

NOTICE OF HEARING ON DEBTOR'S
MOTION FOR ORDER AUTHORIZING
INCURRENCE OF INCREASED DEBT

Date: FEB 11 1992
Time: 2:00 p.m.
Time Required: 5 minutes

17 On January 16, 1992, Debtor, NEW GOLD INC., filed its Motion
18 for Order Authorizing Incurrence of Increased Debt. A hearing on
19 the Motion is scheduled before a United States Bankruptcy Judge in
20 the U.S. Federal Building and Courthouse, Bankruptcy Courtroom, 300
21 Booth Street, Reno, Nevada 89509, on FEB 11 1992, 1992, at
22 _____m.
23 2:00 p.m.

24 The above-entitled Court has previously entered Orders
25 allowing Debtor to issue Debtor Certificates up to a maximum sum
26 of \$4,000,000.00. Debtor's instant Motion proposes to raise up to
27 \$7,500,000.00 in capital by the issuance of Debtor Certificates.
28 Further information concerning the above may be found in Debtor's
Motion for Order Authorizing Incurrence of Increased Debt on file

1 at the Bankruptcy Court, and available for inspection at the office
2 of the Clerk of the Bankruptcy Court, 300 Booth Street, Reno,
3 Nevada.

4 Any opposing memorandum must be served and filed not less than
5 five (5) days before the time set for hearing. In the absence of
6 objections or as is appropriate in the particular circumstances,
7 the relief requested may be granted without a hearing pursuant to
8 11 U.S. C. § 102. Local Rule 965.

9 DATED this 16th day of January, 1992.

10 LAW OFFICES OF ALAN R. SMITH

11 By 
12

13 ALAN R. SMITH

14 Attorneys for Debtor
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1 ALAN R. SMITH, ESQ.
2 State Bar #1449
3 Law Offices of Alan R. Smith
4 505 Ridge Street
5 Reno, Nevada 89501
6 (702) 786-4579

7 Attorneys for Debtor

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

11 NEW GOLD INC., a
12 Nevada corporation,

BALLOT FOR ACCEPTING OR
REJECTING DEBTOR'S SECOND
AMENDED PLAN OF REORGANIZATION

13 Debtor.

Date: February 18, 1992
Time: 2:00 p.m.

14 The Plan of Reorganization referred to in this ballot can be
15 confirmed by the Court only if two-thirds in amount and more than
16 one-half in number of creditors in each class of interest voting
17 on the Plan accept the Plan, or, in the event of a rejection, the
18 Court finds that the Plan nonetheless conforms to the requirements
19 of the law. See 11 U.S.C. § 1129.

20 This ballot must be returned on or before February 11, 1992, to:

21 Alan R. Smith, Esq.
22 505 Ridge Street
23 Reno, Nevada 89501

24 The undersigned acknowledges receipt of the Second Amended Plan of
25 Reorganization filed herein on December 31, 1991, and votes as
26 follows:

[Check One Box]

27 Class of Creditor: _____ Accepts (_____)

28 Amount of Claim: \$ _____ Rejects (_____)

29 Name of Creditor: _____
30 Address: _____

31 By: _____
32 Title: _____

33 Class 3 creditors only (Check appropriate space) Yes No
34 Do you elect to receive one share of New
35 Common Stock for every \$5.00 of allowed claim? _____ _____
36 Do you elect to receive 20% of your allowed claim? _____ _____

1 ALAN R. SMITH, ESQ.
2 State Bar #1449
3 Law Offices of Alan R. Smith
4 505 Ridge Street
5 Reno, Nevada 89501
6 (702) 786-4579

7 Attorneys for Debtor

RECEIVED AND FILED

1992 JAN 22 PM 3:58

U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

12 NEW GOLD INC., a
13 Nevada corporation,

AMENDMENT TO SECOND AMENDED
PLAN OF REORGANIZATION

14 Debtor.
15 _____/

Date: February 18, 1992
Time: 2:00 p.m.

16 Debtor, NEW GOLD INC., hereby amends its Second Amended Plan
17 of Reorganization (the "Plan") with regard to Section III-2-B, the
18 treatment of Class 3 unsecured creditors, by deleting subparagraphs
19 (1), (2) and (3) of Section III-2-B on page 5 of the Plan, and
20 adding the following:

21 The Class 3 claims shall not bear interest and shall be
22 paid in accordance with the following schedule:

23 (1) For each Class 3 claim, payment shall be made in
24 full by the issuance of one share of New Common Stock for
25 every \$5.00 or fraction thereof of the balance of the allowed
26 claim. This New Common Stock shall be issued by the Company
27 within ninety (90) days following the Confirmation Date.

28 (2) Alternatively, Class 3 claimants may elect to

1 receive twenty percent (20%) of their allowed claim, payable
2 in cash at any time within ninety (90) days following the
3 Confirmation Date.

4 The ballot for voting on the Plan shall include a
5 provision whereby creditors can elect which treatment they
6 desire.

7 DATED this 22nd day of January, 1992.

8 LAW OFFICES OF ALAN R. SMITH

9
10 By  _____

11 ALAN R. SMITH
12 Attorneys for Debtor
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1 ALAN R. SMITH, ESQ.
2 State Bar #1449
3 Law Offices of Alan R. Smith
4 505 Ridge Street
5 Reno, Nevada 89501
6 (702) 786-4579

7 Attorneys for Debtor

RECEIVED AND FILED

1992 JAN 22 PM 3:59

U.S. BANKRUPTCY COURT
PATRICIA BRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

12 NEW GOLD INC., a
13 Nevada corporation,

NOTICE OF HEARING ON
APPLICATION BY ACCOUNTANTS
FOR DEBTOR TO
APPROVE COMPENSATION

14
15 Debtor.

Date: February 18, 1992
Time: 2:00 p.m.
Time Required: 5 minutes

16 _____/
17 TO: ALL CREDITORS AND PARTIES IN INTEREST

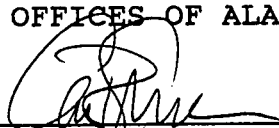
18 On January 22, 1992, an Application by Accountants for Debtor
19 to Approve Compensation was filed herein by the Law Offices of
20 Alan R. Smith, attorneys for Debtor. Said Application requests the
21 sum of \$49,315.00 as compensation for professional services
22 rendered from July, 1991, through and including January 17, 1992,
23 and the sum of \$5,128.00 for reimbursement of actual and necessary
24 costs incurred from July, 1991, through and including January 17,
25 1992. A copy of the Application is on file and available for
26 inspection at the office of the Clerk, United States Bankruptcy
27 Court, U.S. Federal Building & Courthouse, 300 Booth Street, Reno,
28 Nevada 89503. Any opposing memorandum must be served and filed

1 not less than five (5) days before the time set for hearing. In
2 the absence of objections or as is appropriate in the particular
3 circumstances, the relief requested may be granted without a
4 hearing pursuant to 11 U.S.C. § 102. Local Rule 965.

5 NOTICE IS FURTHER GIVEN that the hearing on said Application
6 will be conducted before a United States Bankruptcy Judge in the
7 U.S. Federal Building & Courthouse, Bankruptcy Courtroom, 300 Booth
8 Street, Reno, Nevada, on February 18, 1992, at 2:00 p.m.

9 DATED this 22nd day of January, 1992.

10 LAW OFFICES OF ALAN R. SMITH

11 By 
12 ALAN R. SMITH
13 Attorneys for Debtor
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1 ALAN R. SMITH, ESQ.
2 State Bar #1449
3 Law Offices of Alan R. Smith
4 505 Ridge Street
5 Reno, Nevada 89501
6 (702) 786-4579

7 Attorneys for Debtor

RECEIVED AND FILED
JAN 22 PM 3:59
U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

12 NEW GOLD INC., a
13 Nevada corporation,

NOTICE OF HEARING ON
APPLICATION BY SPECIAL
COUNSEL FOR DEBTOR TO
APPROVE COMPENSATION

14
15 Debtor.

Date: February 18, 1992
Time: 2:00 p.m.
Time Required: 5 minutes

16 _____/
17 TO: ALL CREDITORS AND PARTIES IN INTEREST

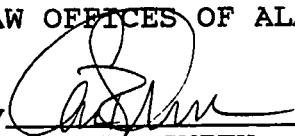
18 On January 22, 1992, an Application by Special Counsel for
19 Debtor to Approve Compensation was filed herein by the Law Offices
20 of Alan R. Smith, attorneys for Debtor. Said Application requests
21 the sum of \$46,614.00 as compensation for professional services
22 rendered from July, 1991, through and including November 30, 1991,
23 and the sum of \$2,356.62 for reimbursement of actual and necessary
24 costs incurred from July, 1991, through and including November 30,
25 1991. A copy of the Application is on file and available for
26 inspection at the office of the Clerk, United States Bankruptcy
27 Court, U.S. Federal Building & Courthouse, 300 Booth Street, Reno,
28 Nevada 89503. Any opposing memorandum must be served and filed

1 not less than five (5) days before the time set for hearing. In
2 the absence of objections or as is appropriate in the particular
3 circumstances, the relief requested may be granted without a
4 hearing pursuant to 11 U.S.C. § 102. Local Rule 965.

5 NOTICE IS FURTHER GIVEN that the hearing on said Application
6 will be conducted before a United States Bankruptcy Judge in the
7 U.S. Federal Building & Courthouse, Bankruptcy Courtroom, 300 Booth
8 Street, Reno, Nevada, on February 18, 1992, at 2:00 p.m.

9 DATED this 22nd day of January, 1992.

10 LAW OFFICES OF ALAN R. SMITH

11 By 
12 ALAN R. SMITH
13 Attorneys for Debtor
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1 ALAN R. SMITH, ESQ.
2 State Bar No. 1449
3 Law Offices of Alan R. Smith
4 505 Ridge Street
5 Reno, Nevada 89501
6 (702) 786-4579

7 Attorneys for Debtor

RECEIVED AND FILED
92 JAN 16 PM 2:46
U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

12 NEW GOLD INC., a
13 Nevada corporation,

NOTICE OF HEARING ON
MOTION FOR ORDER AUTHORIZING
THE INCURRING OF DEBT
(SECTION 17 PURCHASE;
PURCHASE OF TECHNOLOGY
AND EQUIPMENT)

14
15
16 Debtor.
17 _____/

Date: FEB 11 1992
Time: 2:00 p.m.
Time Required: 10 minutes

18 On January 16, 1992, Debtor, NEW GOLD INC., filed its Motion
19 for Order Authorizing the Incurring of Debt (Section 17 Purchase;
20 Purchase of Technology and Equipment). A hearing on the matter is
21 scheduled for FEB 11 1992, 1992, at 2:00 p.m. o'clock __.m.,
22 before a United States Bankruptcy Judge in the U.S. Federal
23 Building & Courthouse, Bankruptcy Courtroom, 300 Booth Street,
24 Reno, Nevada 89509. Pursuant to the Motion, Debtor proposes as
25 follows:

26 Purchase of Section 17

27 Debtor proposes to purchase from East West Minerals, Inc.,
28 100% of the rights to mine and produce at a gold mine located at

1 Section 17, Pershing County, Nevada. The purchase price is
2 \$500,000.00 payable in one year without interest, or by the
3 issuance of stock in the reorganized Debtor at the rate of one
4 share for every \$2.50 of debt upon confirmation of Debtor's plan.

5 Purchase of Technology

6 Debtor proposes to purchase certain technology from Singtech
7 Investments PTE Ltd. ("Singtech"), said technology being a
8 treatment of ore for the production of gold by an advanced rapid
9 recovery sluicing method. The purchase price is \$500,000.00
10 payable in one year without interest. In the event Debtor's plan
11 of reorganization is not confirmed, the debt and agreement with
12 Singtech will be cancelled, and the technology will be returned to
13 Singtech. In the event the plan of reorganization is confirmed,
14 the debt will be paid by the issuance of stock in the reorganized
15 Debtor at the rate of one share for every \$2.50 of the note
16 balance.

17 Purchase of Equipment

18 Debtor proposes to purchase certain mining equipment from
19 Glover Mining, Inc. The purchase price is the sum of \$600,000.00
20 payable in one year without interest, or by the issuance of stock
21 in the reorganized Debtor at the rate of one share for every \$2.50
22 of debt upon confirmation of Debtor's plan.

23
24
25 Further information concerning the above may be found in
26 Debtor's Motion for Order Authorizing the Incurring of Debt
27 (Section 17 Purchase; Purchase of Technology and Equipment) on file
28 at the United States Bankruptcy Court, and available for inspection

1 at the office of the Clerk of the Bankruptcy Court, U.S. Federal
2 Building and Courthouse, 300 Booth Street, Reno, Nevada 89509.

3 Any opposing memorandum or objection shall be served and filed
4 no later than five (5) days before the time set for hearing. In
5 the absence of objections or as is appropriate in the particular
6 circumstances, the relief requested may be granted without a
7 hearing pursuant to 11 U.S.C. § 102. Local Rule 965.

8 DATED this 16th day of January, 1992.

9 LAW OFFICES OF ALAN R. SMITH

10 By  _____

11 ALAN R. SMITH
12 Attorneys for Debtor
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New Gold Inc.

a Nevada Corporation

Notice of Hearing on Second Amended Plan
Second Amended Plan of Reorganization
Second Amended Disclosure Statement
Order Approving Second Amended Disclosure Statement
Supplement to Second Amended Disclosure Statement
Ballot for Voting on Second Amended Plan

Company will be known as
American Resource Corporation Inc.
following confirmation of
Second Amended Plan of Reorganization.

1 ALAN R. SMITH, ESQ.
2 State Bar #1449
3 Law Offices of Alan R. Smith
4 505 Ridge Street
5 Reno, Nevada 89501
6 (702) 786-4579

7 Attorneys for Debtor

RECEIVED AND FILED
92 JAN 16 PM 2:39
U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

12 NEW GOLD INC., a
13 Nevada corporation,

NOTICE OF HEARING ON
DEBTOR'S SECOND AMENDED
PLAN OF REORGANIZATION

14 Debtor.
15 _____/

Date: February 18, 1992
Time: 2:00 p.m.

16 TO ALL CREDITORS AND PARTIES IN INTEREST:

17 NOTICE IS HEREBY GIVEN that on the 18th day of February, 1992,
18 at 2:00 p.m., the Court will conduct a hearing to consider the
19 confirmation of Debtor's Second Amended Plan of Reorganization.
20 There is transmitted herewith a copy of the Debtor's Second Amended
21 Disclosure Statement, the Order Approving Second Amended Disclosure
Statement, First Supplement to Second Amended Disclosure Statement,
the Second Amended Plan of Reorganization, and a Ballot for the
acceptance or rejection of the Plan.

22 The Ballot for the acceptance or rejection of the Plan must
be returned on or before February 11, 1992, to:

23 Law Offices of Alan R. Smith
24 505 Ridge Street
Reno, Nevada 89501

25 DATED this 15th day of January, 1992.

26 LAW OFFICES OF ALAN R. SMITH

27 By 
28 _____

ALAN R. SMITH
Attorneys for Debtor

ALAN R. SMITH, ESQ.
State Bar No. 1449
Law Offices of Alan R. Smith
505 Ridge Street
Reno, Nevada 89501
(702) 786-4579

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

* * *

IN RE:

NEW GOLD INC., a
Nevada corporation,

Debtor.
_____ /

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

SECOND AMENDED
PLAN OF REORGANIZATION

I.

INTRODUCTION

Debtor filed its petition for relief under Chapter 11 of the Bankruptcy Code on November 21, 1990. This Plan of Reorganization is the Debtor's proposal to its creditors to resolve the debts it owed on the date of filing the petition.

The Plan must receive creditor approval and the Court must find that it meets the requirements of the law in order to be confirmed. If this Plan is not confirmed, then the Court may allow:

- (a) the case to be dismissed;
- (b) the Debtor to draft another plan; or
- (c) the case to be converted to a Chapter 7 proceeding, with the assets of the Debtor being sold in liquidation and the proceeds

distributed in accordance with the Bankruptcy Code.

Creditors are reminded that the Debtor has prepared and filed a Second Amended Disclosure Statement that provides information about the Debtor and its past operations.

II.

DEFINITIONS

The following terms, when used in this Plan of Reorganization, shall be defined as follows:

1. "Allowed Claim". This term will refer to and mean every claim: (a) as to which a proof of claim has been filed with the Court within the time fixed by the Court or, if such claim arises from the Debtor's rejection of an unexpired lease or other executory contract, within thirty (30) days after the Effective Date of the Plan, or (b) which is scheduled as of the Confirmation Date of the Plan in the schedules filed by the Debtor or amended by the Debtor as of said date (summarized in Exhibit "E" to Disclosure Statement), and is liquidated in amount and undisputed; and in either of the above events as to which no objection to allowance of such claim or request for subordination thereof has been filed within any applicable time period fixed by the Court or as to which an order allowing such claim and establishing its priority has become final and non-appealable.

2. "Bankruptcy Code". Bankruptcy Code means the Bankruptcy Code of 1978, as codified in Title 11 of the United States Bankruptcy Code by Public Law 95-598, including all amendments thereof and thereto.

3. "Bankruptcy Court". Bankruptcy Court means the United States Bankruptcy Court for the District of Nevada, Reno, or such

other court as has jurisdiction of this Chapter 11 case.

4. "Claim". Claim means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or any right to an equitable remedy for breach of performance, if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

5. "Confirmation Date". This term will refer to and mean the date on which the Court enters its Order confirming Debtor's Second Amended Plan of Reorganization, or any subsequently amended plan of reorganization.

6. "Debtor". Debtor means NEW GOLD INC., the Debtor in the above-captioned Chapter 11 case.

7. "Disclosure Statement". Disclosure Statement means the Second Amended Disclosure Statement filed by the Debtor, as approved by the Bankruptcy Court.

8. "Effective Date". This term will refer to and mean the first business day occurring at least thirty (30) days following the Confirmation Date, in the event the confirmation is not appealed. In the event confirmation of Debtor's Plan is appealed, then Debtor shall have the right, but not the obligation, to treat the above date as the Effective Date, notwithstanding the pendency of any such appeal, under circumstances that would moot any such appeal. Except for earlier performance by the Debtor expressly required in any provision of this Plan, the Debtor's performance under the Plan shall be due on the Effective Date of the Plan;

however, the Debtor shall have the right, but not the obligation, to perform any of its obligations under the Plan on a date earlier than the Effective Date if the Debtor deems it appropriate to do so.

9. "New Common Stock". This term shall mean and refer to one (1) share of common stock of the Reorganized Debtor.

10. "Official Creditors Committee". This term shall refer to the committee of unsecured creditors of Debtor appointed in its Chapter 11 case by the Bankruptcy Court.

11. "Plan". This term shall refer to Debtor's Second Amended Plan of Reorganization, together with any amendments or modifications thereto as may hereafter be filed by the Debtor.

12. "Reorganized Debtor". This term means NEW GOLD INC. after the Confirmation Date.

III.

CLASSIFICATION OF CLAIMS AND INTERESTS

1. All claims and interests against the Debtor shall be designated as follows:

Class 1: The allowed claim of CanAustra Capital Corporation.

Class 2: The allowed claim of Medium Ltd.

Class 3: The allowed claims of unsecured creditors of the Debtor not entitled to priority under Section 507 of the Bankruptcy Code and not otherwise included in any class hereof, including, without limitation, claims which may arise out of the rejection of executory contracts.

Class 4: Each outstanding share of common stock of New Gold Inc. is classified as a Class 4 interest.

2. Treatment of Claims and Interests

A. Class 1 and Class 2 claims shall receive one share of New Common Stock for every dollar or fraction thereof of allowed claim. In addition, for every two shares of New Common Stock issued to Class 1 and 2 claimants there shall be issued one Class A warrant, and for each four shares of New Common Stock there shall be issued one each Class B-1, Class B-2 and Class B-3 warrants. The warrants shall have the same terms and conditions as set forth in section 6.3(2) of the Second Amended Disclosure Statement.

B. The Class 3 claims shall not bear interest and shall be paid according to the following schedule:

(1) New Common Stock shall be issued by the Company, but shall be held for a period of 180 days following the Confirmation Date. In the event the Company obtains NASDAQ approval for trading its stock within such 180-day period, each outstanding Class 3 claimant shall be paid in full by the issuance of one share of New Common Stock for every \$5.00 or fraction thereof of the balance of the allowed claim, such stock to be distributed within six months following NASDAQ approval.

(2) In the event NASDAQ approval is not obtained within such 180-day period, Class 3 claims shall receive a minimum of 20% of the allowed claim, payable in 40 quarterly payments of 1/2% of each allowed claim commencing 60 days following the Effective Date, and continuing on a like day of every third month thereafter.

(3) Regardless of the Company's performance, should the Company deem it advisable, the Company may elect to pay unsecured creditors in full, without interest, at an earlier date,

in which event Class 3 Claimants shall receive the discounted value of the cash flow represented in subparagraph (1) hereof assuming a 12% per annum discount rate and payments which total 20% of the claim.

C. In exchange for their common stock, and in full satisfaction of all rights and claims with respect to such stock, each holder of a Class 4 interest shall receive one share of New Common Stock in exchange for every twenty (20) shares of the Debtor's common stock held by the Class 4 interest holder. No fractional shares shall be issued and all fractional shares of New Common Stock shall be rounded off to the nearest whole share. The transfer agent for issuance of the New Common Stock shall be American Securities Transfer, Inc., 1825 Lawrence Street, #444, Denver, Colorado 80202-1817.

AS A CONDITION TO PARTICIPATION IN DISTRIBUTION UNDER THE PLAN, HOLDERS OF CLASS 4 INTERESTS ARE REQUIRED TO SURRENDER THEIR CERTIFICATES FOR STOCK OF THE DEBTOR. NO DISTRIBUTIONS WILL BE MADE TO SUCH HOLDERS UNTIL THEIR EXISTING CERTIFICATES ARE SURRENDERED. SECTION 1143 OF THE BANKRUPTCY CODE PROVIDES THAT ANY ENTITY WHICH HAS NOT WITHIN FIVE (5) YEARS AFTER ENTRY OF THE ORDER OF CONFIRMATION SURRENDERED SUCH ENTITY'S SECURITY OR TAKEN ANY SUCH OTHER ACTION THAT THE PLAN REQUIRES MAY NOT PARTICIPATE IN DISTRIBUTION UNDER THE PLAN.

3. Treatment of Unclassified Claims

Claims arising during the administration of the Company's Chapter 11 case and entitled to priority under Section 507(a)(1) of the Bankruptcy Code are not classified under the Plan. As required by the Bankruptcy Code, the Plan provides that the holders

of such claims shall receive cash in the amount of such allowed claims as soon as practicable on or after the Effective Date, unless administrative claimants elect alternate treatment as set forth below. A description of the administrative claims and the alternate treatment are as follows:

A. Costs and expenses of administration, including the claims of professionals employed by the Company during the course of the Chapter 11 case, and salaries, expenses and services rendered during the Chapter 11 case. All such claims are subject to approval by the Bankruptcy Court, including a valuation based upon the amount of work and reasonableness of fee. Such claimants may elect five shares of New Common Stock for every dollar or fraction thereof of allowed claim.

B. Holders of outstanding Debtor Certificates shall receive one share of New Common Stock for every dollar or fraction thereof owed by the Company, including interest at 12% per annum. In addition, holders of Debtor Certificates shall receive one Class A warrant for each \$2.00 in amount of Debtor Certificate, and one each Class B-1, Class B-2 and Class B-3 warrant for each \$4.00 in amount of Debtor Certificate, as specifically described in the Warrant Agreement attached to the Second Amended Disclosure Statement as Exhibit "N" (hereinafter collectively referred to as the "Warrants"). The warrants shall allow for the purchase of New Common Stock of the Company as follows:

Class A:	Transferable, exercisable at \$3.50 per share at any time before March 31, 1992, or as may be extended by the Board of Directors of New Gold Inc.
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Class B-1:	Transferable, exercisable at \$5.00 per share at any time before April 30, 1992.
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Class B-2: Transferable, exercisable at \$7.50 per share
 at any time before May 31, 1992.

Class B-3: Transferable, exercisable at \$10.00 per share
 at any time before June 30, 1992.

The Company may call the Warrants on 30 days notice at \$.01 per share. The Company may also decrease the exercise price or extend the term of the Warrants. It is the intention of the Company to seek inclusion of its New Common Stock (but not Warrants attached thereto) on the National Association of Securities Dealers Automated Quotation ("NASDAQ") System as soon as practicable following confirmation of the Plan. In order to provide the Company with some flexibility in satisfying the various criteria for inclusion of the New Common Stock on the NASDAQ System, the Company reserves the right to alter the number of shares of New Common Stock issued to pay claims. In the event of such alteration, the number of shares to all classes of claims and unclassified claims shall be altered proportionately, and each class of claim and unclassified claim shall retain the same percentage interest relative to all other claims as is set forth hereinabove. Any such adjustment will also be applied to the exercise prices of the Warrants to be attached to New Common Stock issued upon conversion of Debtor Certificates. The Company may, at its exclusive option, on giving 30 days notice in writing, redeem from holders any class or classes of Warrants at \$0.01 per warrant. Each class of warrant holder will be treated equally.

C. Outstanding notes for the purchase of Section 17 from EWM, technology from Singtech Pty. Ltd. for the Gold & Mining System, and equipment from Glover Mining, Inc. Such claimants shall receive one share of New Common Stock for every \$2.50 or

fraction thereof of debt.

4. Tax Claims

The Company does not have scheduled against it any claims of governmental units for taxes or related items.

5. Identification of Executory Contracts

- A. Graham Equipment - lease/purchase
- B. Western Placer Mines - lease/purchase
- C. Eaton Financial - lease/purchase
- D. Rain for Rent - equipment rental
- E. Butcher Boy Mines - mining lease
- F. SFP Minerals Corp. - mining lease
- G. Bowie Zeolite - zeolite mining leases
- H. Ash Meadows - zeolite mining lease
- I. Section 17 Joint Venture - mining lease with Barlow & Peek
- J. Rural Chemical Industries - royalty agreement
- K. Midland Mining N.L. - royalty agreement.
- L. Kish Resources Plc - royalty agreement.

6. Treatment of Executory Contracts

A. The Debtor has specifically assumed the following leases and executory contracts by Court Order entered February 20, 1991:

- (1) Butcher Boy Mines (John Mongolo)
- (2) SFP Minerals Corp.
- (3) Bowie Zeolite Lease
- (4) Ash Meadows Zeolite Leases

B. The Debtor assumes the copier lease, and rejects the radio telephones lease, with Eaton Financial.

C. The Debtor assumes the lease with Rain for Rent.

D. The Debtor specifically rejects the following described executory contracts:

(1) Graham Equipment

(2) Western Placer Mines

(3) RCI Royalty Agreement - royalty contract with Rural Chemical Industries.

(4) Midland Mining N.L. - agreement.

(5) Kish Resources Plc - agreement.

E. Although not properly an executory contract, the Debtor specifically rejects all contracts that it has with Vaughan Construction, including that contract dated November 7, 1989, which was cancelled by written notice to Vaughan Construction by the Debtor on December 19, 1990.

All creditors which are the subject of rejected executory contracts may have claims against the Debtor in accordance with Sections 365(g) and 502(g) of the Bankruptcy Code. PROOFS OF CLAIM REGARDING SUCH CONTRACTS MUST BE FILED NO LATER THAN 30 DAYS FOLLOWING ENTRY OF AN ORDER REJECTING THE CONTRACT OR CONFIRMING THE DEBTOR'S PLAN OF REORGANIZATION, WHICHEVER OCCURS EARLIER. ANY CREDITOR WHO DOES NOT TIMELY FILE A PROOF OF CLAIM SHALL NOT BE ENTITLED TO PARTICIPATE IN ANY DISTRIBUTIONS UNDER THE DEBTOR'S PLAN, AND SUCH CLAIM SHALL BE DEEMED DISALLOWED.

IV.

MEANS FOR EXECUTION OF THE PLAN

The Debtor's Plan shall be funded by the issuance of Debtor Certificates, issuance of Warrants to purchase stock, and continued operation of the Debtor's gold and zeolite mines.

MISCELLANEOUS PROVISIONS

A. Upon confirmation of this Plan, all property of the estate shall be revested in the Debtor, and the Debtor shall retain such property as the Reorganized Debtor, free and clear of all claims and interests of creditors, other than the liens expressly to be assumed herein by the Reorganized Debtor. The Reorganized Debtor may sell any of its property free of all liens and encumbrances under terms and conditions which it deems advisable. The Bankruptcy Court shall retain jurisdiction to issue any order consistent with this paragraph in order to effect a sale of the Debtor's property.

B. Upon confirmation of this Plan, all outstanding shares of the common stock of the Debtor shall be cancelled and as soon as practical thereafter, the Reorganized Debtor will cause to be issued to Class 4 interest holders who have tendered their share certificates, the New Common Stock to be issued pursuant to this Plan.

C. The Reorganized Debtor will serve as disbursing agent and shall disburse all property to be distributed under this Plan. The disbursing agent may employ or contract with other entities to assist in or to perform the distribution of the property and shall serve without bond.

D. Any property to be distributed under the Plan becomes property of the Reorganized Debtor if it is not claimed by the entity entitled to it before the latter of one (1) year after confirmation of the Plan or sixty (60) days after an order allowing the claim of that entity becomes a final order.

E. Any person or entity entitled to receive consideration or New Common Stock of the Reorganized Debtor may designate a nominee to receive the consideration or New Common Stock to be issued pursuant to this Plan.

VI.

AMENDMENT TO CHARTER

Following confirmation, the Articles of Incorporation and/or By-Laws shall be amended as follows:

A. Upon confirmation of the Plan, the name of the Company shall be changed to American Resource Corporation, Inc., and the Certificate of Incorporation of New Gold Inc. shall be amended to authorize 100,000,000 shares of the New Common Stock, and to prohibit the issuance of non-voting equity securities;

B. Upon confirmation of the Plan, the quantity of the New Common Stock equal to fifteen percent (15%) of the number of shares of such stock to be outstanding on the Confirmation Date shall be reserved for issuance under such stock option plans as may be adopted by the Board of Directors of the Reorganized Debtor from time to time. Any New Common Stock issued pursuant to such Plan shall not be issued under § 1145 of the Bankruptcy Code;

C. Upon confirmation of the Plan, without shareholder approval, the Board of Directors and Officers of the Reorganized Debtor, and each of them, shall take any and all action necessary or appropriate to effectuate the foregoing amendments to the Certificates of Incorporation and/or By-Laws, and such Directors and Officers shall be authorized to execute, verify, acknowledge, file and publish any and all instruments or documents as may be required to accomplish the same. In addition, the Board of

Directors are authorized to effectuate a "quasi-reorganization" of the Reorganized Debtor for accounting purposes, and to designate a new year end.

VII.

STATUS OF SECURITIES TO BE ISSUED PURSUANT TO PLAN

Except as otherwise provided herein, the New Common Stock to be issued in accordance with this Plan will not be registered under the Securities Act of 1933, as amended, or under any state or local securities law and shall be entitled to an exemption from registration provided by § 1145 of the Bankruptcy Code (11 U.S.C. § 1145).

VIII.

RETENTION OF JURISDICTION

The Bankruptcy Court shall retain jurisdiction for the following specific purposes:

A. For the purposes specified in § 1142 of the Bankruptcy Code;

B. The consideration of claims and such objections as may be filed to the claims of creditors pursuant to § 502 of the Bankruptcy Code;

C. The fixing of compensation for the parties entitled thereto. Applications for compensation shall be filed within sixty (60) days following the Confirmation Date;

D. To hear and determine the amount of all encumbrances or to reconvey any preferences, transfers, assets or damages to which the Debtor's estate may be entitled under applicable provisions of the Bankruptcy Code or other federal, state, or local law;

E. To reinstate the automatic stay pending a determination

of the amount owed in any secured claim;

F. To hear and decide any causes of action now held by the Debtor and determine all questions and disputes regarding title to the assets of the estate;

G. To resolve any disputes regarding interpretation of the Plan;

H. To implement the provisions of the Plan, and to make such further orders as will aid in consummation of the Plan, including the sale of any property after Plan confirmation;

I. To adjudicate controversies regarding property of the Debtor's estate and regarding ownership thereof, including adjudication of causes of action which constitute property of the estate;

J. To modify this Plan in accordance with § 1127 of the Bankruptcy Code; and

K. Render an order closing the case.

IX.

DISCHARGE AND RELEASE OF LIABILITIES

Confirmation of the Plan constitutes the discharge of any and all liabilities of the Debtor which are discharged pursuant to the provisions of the Bankruptcy Code. Confirmation shall also constitute a release of any and all claims, demands and causes of action which any party may have against the Officers and Directors of the Debtor with respect to or arising out of claims against the Debtor.

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X.

REQUEST FOR APPLICATION OF 11 U.S.C. § 1129(b)

The Debtor, as proponent of this Plan of Reorganization, requests the Court to find that the provisions for dissenting classes provide for fair and equitable treatment of said creditors, and to confirm this Plan notwithstanding the requirements of § 1129(a)(8) as to such classes.

DATED this 30th day of December, 1991.

LAW OFFICES OF ALAN R. SMITH

By 

ALAN R. SMITH

Attorney for Debtor

DATED this 30th day of December, 1991.

NEW GOLD, INC.

By 

TONY D. S. WICKS
President

ALAN R. SMITH, ESQ.
State Bar #1449
Law Offices of Alan R. Smith
505 Ridge Street
Reno, Nevada 89501
(702) 786-4579

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

* * *

IN RE:

NEW GOLD INC., a
Nevada corporation,

Debtor.

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

SECOND AMENDED
DISCLOSURE STATEMENT

Date: _____
Time: _____

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EXHIBITS

- Exhibit "A" Valuations and Independent Opinions Regarding New Gold Inc., Acquisition of Section 17 Gold Property near Winnemucca, Nevada from:
- 1) Dr. Kenneth Howard, Consulting Geologist of Denver, Colorado
 - 2) Walter McGinley, III, Consulting Mining Engineer of Reno, Nevada
 - 3) Marshall Geoscience Services
- Exhibit "B" Independent Experts Reports (apart from Exhibit "F") Concerning the Purchase of Technology from:
- 1) Canaustra Capital Ltd., Investment Bankers, of Toronto and Sydney

- 2) Walter McGinley, III, Mining Engineer and Consultant of Reno, Nevada
 - 3) Engineering and Mining Management
- Exhibit "C" Independent Valuations of the Mining and Processing Equipment Being Purchased:
- 1) Graham Equipment, Inc., of Reno, Nevada
 - 2) Engineering and Mining Management
 - 3) Walter McGinley, III, Mining Engineer and Consultant of Reno, Nevada
- Exhibit "D" Company's Plant and Equipment
- Exhibit "E" Unsecured Claims
- Exhibit "F" Independent Experts Reports on the Feasibility of the New Mine Plan at Lower Olinghouse from:
- 1) R. R. Clarkson, Mining Engineer from NEW ERA Engineering Corporation
 - 2) Dr. R. H. Cuttriss, Metallurgy International Pty. Ltd., Consultants
 - 3) Engineering and Mining Management
 - 4) Dr. Kenneth Howard, Consulting Geologist, Denver, Colorado
 - 5) Walter McGinley III, Mining Engineer, Reno, Nevada
 - 6) Dr. Thomas Robyn, Consulting Geologist of Denver, Colorado
- Exhibit "G"
- 1) Side Elevation of the Singtech Dacol Gold Recovery System
 - 2) Mining Method Schematic
 - 3) Plan of New Pit Layout
 - 4) Olinghouse Project Flow Sheet
- Exhibit "H"
- 1) Schematic of Section 17 Plant
 - 2) Side Elevation of Section 17 Plant
 - 3) Flow chart for Section 17 Development

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- Exhibit "I" Projected Pre-Confirmation and Post-Confirmation
Cash Flow Analysis Showing Source and Application
of Funds
- (a) Based on \$4,000,000.00 Debtor Certificates
 (approved by Court)
 - (b) Based on \$7,500,000.00 Debtor Certificates
 (applied to Court)
- Exhibit "J" Pre-Confirmation and Post-Confirmation Balance
Sheets
- (a) Based on \$4,000,000.00 Debtor Certificates
 (approved by Court)
 - (b) Based on \$7,500,000.00 Debtor Certificates
 (applied to Court)
- Exhibit "K" Total Re-Organized Share Capital of New Gold Inc.,
Following Confirmation of the Plan for
Reorganization
- (a) Based on \$4,000,000.00 Debtor Certificates
 (approved by Court)
 - (b) Based on \$7,500,000.00 Debtor Certificates
 (applied to Court)
- Exhibit "L" Liquidation Analysis
- Exhibit "M" Form 10 SEC 5-Year Financial Exhibit
- 1) Audited - 1987
 - 2) Audited - 1988
 - 3) Audited - (to 6/30/89)
 - 4) Unaudited - 1989
- Exhibit "N" Warrant Agreement

NOTE: EXHIBITS "A", "B", "C", "F", "M" AND "N" ARE INCLUDED IN
THE APPENDIX TO SECOND AMENDED DISCLOSURE STATEMENT,
WHICH HAS BEEN FILED WITH THE UNITED STATES BANKRUPTCY
COURT. CREDITORS DESIRING A COPY OF THE APPENDIX SHOULD
CALL, WRITE OR FAX A REQUEST TO:

ALAN R. SMITH, ESQ.
505 RIDGE STREET
RENO, NEVADA 89501
(702) 786-4579
FAX NO. (702) 786-3066

1. INTRODUCTION

This Second Amended Disclosure Statement is provided to creditors by the Debtor, NEW GOLD INC., in connection with its solicitation of acceptances of its Second Amended Plan of Reorganization (the "Plan"), or any subsequently amended plan of reorganization. Debtor's reorganization proceedings are under Chapter 11 of the United States Bankruptcy Code, and were initiated on November 21, 1990, in the United States Bankruptcy Court for the District of Nevada.

1.1 Purpose of the Disclosure Statement

The purpose of this Disclosure Statement is to ensure that claimants have adequate information to enable each class to make an informed judgment about the Plan. The history of the Debtor's business, the results of its recent operations, its management, and the assets and liabilities of the Debtor are summarized herein.

The Court will set a time and date as the last day to file acceptances or rejections of the Plan. Thereafter, a hearing on confirmation of the Plan will be held in the United States Bankruptcy Court for the District of Nevada, located at 4050 United States Courthouse, 300 Booth Street, Reno, Nevada. Creditors may vote on the Plan by filling out and mailing a special form of ballot to the Court. The form of ballot and special instructions for voting will be forthcoming upon approval of the Disclosure Statement by the Court. Creditors are urged to carefully read the contents of this Disclosure Statement before making a decision to accept or reject the Plan.

///

1.2 Acceptance and Confirmation

In order for the Debtor's Plan of Reorganization to be confirmed, each impaired class of claims or interests must accept the Plan, except as set forth below. In order for the Plan to be deemed accepted by a class of creditors, a majority in number and two-thirds in amount of the claims of each class of creditors impaired under the Plan of those that actually vote, must vote for acceptance of the Plan. Claimants who fail to vote are not counted as either accepting or rejecting the Plan.

Classes of claims that are not "impaired" under the Plan are deemed to have accepted the Plan. Acceptances of the Plan are being solicited only from those persons who hold claims or interests in impaired classes. A class is "impaired" if the legal, equitable, or contractual rights attaching to the claims or interests of that class are modified, other than by curing defaults and reinstating maturities or by payment in full in cash. All classes are impaired under the Plan.

1.3 Confirmation Without Acceptance By All Impaired Classes

The Bankruptcy Code contains provisions for confirmation of a plan even if the plan is not accepted by all impaired classes, as long as at least one impaired class of claims has accepted the plan. These "cram-down" provisions for confirmation of a plan despite the non-acceptance of one or more impaired classes of claims or interests are set forth in § 1129(b) of the Bankruptcy Code.

If a class of unsecured claims rejects the Plan, it may still be confirmed so long as the Plan provides that (i) each holder of a claim included in the rejecting class receive or retain

on account of that claim property which has a value, as of the Effective Date, equal to the allowed amount of such claim; or that (ii) the holder of any claim or interest that is junior to the claims of such class will not receive or retain on account of such junior claim or interest any property at all. Debtor believes that the Plan meets this test as to the class of unsecured claims.

If a class of equity security interests rejects the Plan, the Plan may still be confirmed so long as the Plan provides that (i) each holder of an interest included in the rejecting class receive or retain on account of that claim property which has a value, as of the Effective Date, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, and the value of such interest, or (ii) the holder of any interest that is junior to the interests of such class will not receive or retain under the Plan on account of such junior interest any property at all. The Debtor believes that the Plan meets this test and, therefore, that the Plan can be confirmed even if it is rejected by the Class 4 interests.

1.4 Disclaimer

No representations concerning the Debtor (particularly as to its future business operation) are authorized by the Debtor except as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan other than as contained herein have not been authorized and should not be relied upon by you in making your decision, and such additional representations and inducements should be reported to counsel for the Debtor who in turn should

deliver such information to the Court for such action as may be deemed appropriate. The information contained herein has not been subjected to a certified audit. The records kept by the Debtor and other information relied on herein are dependent upon investigations and accounting performed by the Debtor and others employed by the Debtor. Debtor is unable to warrant that the information contained herein is without inaccuracy, although a great effort has been made to be accurate, and the Debtor believes that the information contained herein is, in fact, accurate.

2. HISTORY AND DESCRIPTION OF THE DEBTOR'S BUSINESS

2.1 Description of the Business

NEW GOLD INC. (hereinafter referred to as the "Company") is involved in mining operations in Churchill County, Nevada, and Nye County, Nevada. The Company has two active mining sites, namely, Lower Olinghouse and Ash Meadows.

The Lower Olinghouse Mine is operated as a placer gold mine, which means alluvial free gold is extracted from a deposit of gravel and sand under a hydraulic process. The process used is a series of screens through which the gravel and sand are run under high pressure water jets to separate the heavier gold particles. During full operation, the Company has historically had approximately 50 employees at the Lower Olinghouse mine. The mine has produced approximately 3,930 ounces of pure gold during the 1990 calendar year to January 31, 1991. However, the Company is in the process of improving its mining processing methods and equipment, and believes that within four months following confirmation of its Plan, production can be increased to approximately 2,000 ounces per month. The Company has acquired

certain technology and changed mining method and is negotiating certain acquisitions that will dramatically improve its cost structure. (See Section 6.13 below)

The Company operates a zeolite mine at Ash Meadows, located in Nye County, Nevada, near Pahrump. Natural zeolites are aluminosilicates that have been altered by natural process into cage-like minerals with certain specific properties that are commercially valuable. For example, one zeolite, clinoptilolite (clino), has the properties of high cation exchange capacity and stability to wet attrition, which make it highly effective for the removal of ammonium and certain heavy metals from waste water streams making the product an effective pollution control material. The zeolite deposits are placer, and are mined by removing the zeolite deposits which lie under a low overburden, crushing the product, and drying and screening it into a number of fractions which are then bagged. The company has three employees at the Ash Meadows plant. Historically, the mine has produced 850 tons per annum, and it is expected that production will increase considerably due to the infusion of new capital, to better product development and a more active sales program.

2.2 History of the Company

The Company was formed on December 28, 1985. It is publicly held and traded over the counter on the pink sheets. In 1988, a majority of the outstanding shares in the Company was acquired by East West Minerals, Inc. ("EWM"), at that time a wholly owned subsidiary of East West Minerals N.L., a public company traded on the Australian Stock Exchange. The former directors of the Company were: Thomas M. Waller (Chairman), Dr. Frederick

Stuttgard, Laverne C. Ihm, William B. Murdaugh and John M. Fitzgerald.

In May of 1989, the Company purchased from EWM the zeolite properties known as Ash Meadows for two million shares of stock, increasing the ownership of the Company by EWM to 82%. At that time, Ash Meadows was an operating zeolite mine.

In October of 1989, Mr. Tony Wicks acquired 100% ownership of EWM. (He currently owns 25% of the outstanding stock.) Mr. Wicks has been CEO and a director of the Company since November of 1988. Thereafter, Mr. Wicks obtained financing from a number of sources, including CanAustra Investments Ltd. (Canada), Medium Ltd. (Switzerland) which collectively provided a secured project finance loan totalling \$460,000.00, Kish Resources Plc (Ireland) which provided \$350,000.00 of finance to New Gold Inc., Midland Mining N.L. (Australia) which provided \$550,000.00 of finance to New Gold Inc., and John and Dorothy Mongolo, owners of leases at the Lower Olinghouse Mine, who lent money to the Company evidenced by a short term note of \$125,000.00, which note was to be repaid by the deduction of 5% from the net smelter return of the mine. As a result of the financing, various equipment was purchased outright or on a lease-purchase arrangement, and the Lower Olinghouse Mine was placed in operation. CanAustra Canada was the first secured project financier, followed by Medium Ltd., whose debts are more particularly described below. Additional financing was provided by Kish Resources on an unsecured basis.

As a result of the financing, the Olinghouse property was developed and drilled, increasing its known mine life from two years to a possible ten years. In August of 1990, as the result

of opinions from certain independent consultants, including J. Askew & Associates and Dacol Plant Pty. Limited (Australia), it was determined that the process equipment acquired from Western Placer, Inc., and Goldfield Engineering, Inc., was inadequate.

Based on the advice of consultants, and its own investigation, Midland Mining invested sums totaling \$499,955.00 plus a \$50,000.00 unsecured loan in order to acquire 49.5% interest in the Olinghouse project. The funds were used to install a new, higher production and more efficient processing plant. The new, more rugged plant consisted of a vibrating feeder, a triple deck Simplicity vibrating screen, five new sluices, and a system of removing slurry by high pressure pump, replacing the dewatering sandscrew system previously used. Conveyor systems were improved and extended, culminating in a new stacker. Certain improvements were also made to the electrical control gear and to the catchment ponds and dams. The target date for completion of the new plant was September 1, 1990. The plant was not completed due to lack of funds, but had been partially operational since October of 1990. The decreased income, the lack of further financing as well as the continued operation of the mine at a loss forced the Company to file the petition commencing this Chapter 11 case on November 21, 1990. From operation of the plant and the observation of the mining method, it became apparent that double handling of the feed, overburden and tails by the contractors, was a costly and wasteful method of earthmoving and mining. Due to the inherent costs of this type of earthmoving operation, the economic cut off grade was pushed upwards from 0.008 ounces per yard to in excess of 0.010 ounces per yard. Subsequently, a simpler, cheaper and more

appropriate method of mining, utilizing the Singtech Gold Recovery System is planned to be acquired and put into operation. (See Section 6.13 below)

During the course of the above developments, the operation of the zeolite properties has remained essentially stable. The Ash Meadows plant has been improved and developed with additional screening and packaging capacity, new drying circuit, and new crushing plant. The Company has obtained a number of niche market agreements for the sale of clinoptilolite.

2.3 Developments During the Course of the Chapter 11 Case

During the course of its Chapter 11 case, the Debtor has actively sought funding of its reorganization efforts, and has reached certain agreements described below.

A. Debtor Certificates Financing

The Company has filed its Motion to Incur Debt (Debtor Certificates), in which the Company has requested authorization to issue Debtor Certificates to raise additional capital for the Company up to the sum of \$4,000,000.00. The certificates shall bear interest at the rate of 12% per annum, and shall be repaid when available from the Company's operating income, or by the issuance of New Common Stock at \$1.00 per share upon confirmation of the Company's Plan of Reorganization, as set forth in Section 6.3 below. Further information concerning the issuance of Debtor Certificates may be found in the Motion for Order Authorizing the Incurring of Debt (Debtor Certificates), which is on file in this Bankruptcy case, and available for inspection in the office of the Clerk of the Bankruptcy Court. On March 25, 1991, the Bankruptcy Court approved the issuance of Debtor

Certificates up to the sum of \$1,500,000.00, with the option to request additional funding up to \$4,000,000.00 on seven days notice. On July 9, 1991, upon motion made by the Company, the Court authorized the issuance of Debtor Certificates up to the maximum sum of \$4,000,000.00. The Company is now seeking approval for the issuance of Debtor Certificates for an additional amount of \$3,500,000.00 prior to confirmation of its Plan, which will be noticed to all creditors and subject to approval of the Bankruptcy Court.

The Company offers its certificates of indebtedness on a best effort basis. These certificates are offered by the Company through its officers, directors and agents. No underwriting payments, commissions or other remuneration will be paid to officers or directors, however, the Company may pay fees, commissions or selling expenses of up to 10% of the price of the certificates sold, to one or more brokers, dealers, finders or others permitted by law.

B. Section 17 Mine

East West Minerals, Inc. (hereinafter "EWM") expects to renew its rights to mine on fee land, with accompanying water rights, at Section 17, Dunn Glen Canyon, Pershing County, Nevada. Section 17 was formerly the subject of a joint venture which was terminated. (See Section 5.6B-5)

EWM has entered into an agreement with the Company to sell to it 100% of the rights to mine and produce on the property, together with the accompanying water rights, for a promissory note in the amount of \$500,000.00, payable upon confirmation of the Plan of Reorganization by the issuance of

200,000 shares of New Common Stock. The exact terms and conditions of such purchase are set forth in the Motion for Order Authorizing the Incurring of Debt (Section 17 Purchase), which is on file with the Bankruptcy Court and available for inspection at the office of the Clerk of the Bankruptcy Court. The purchase is currently subject to approval of the Bankruptcy Court. Under the terms of the agreement, the obligation to EWM will be paid upon confirmation of the Plan at the rate of one share of New Common Stock for each \$2.50 of the note balance. The Company has obtained two independent appraisals of the Section 17 gold mine from Dr. Kenneth Howard, a consulting geologist from Denver, Colorado, and Walter McGinley, III, a consulting mining engineer from Reno, Nevada, copies of which appraisals are included as Exhibit "A" in the Appendix to Second Amended Disclosure Statement. Based on the appraisals, and the Company's own investigation, the Company believes that the purchase from EWM is fair and is in the best interests of its reorganization.

C. Purchase of Technology and Equipment

The Company has entered into agreements to purchase the exclusive rights for certain technology from Singtech Investments Pte. Ltd. for the sum of \$500,000.00 to be evidenced by a promissory note. The new technology is known as the Dacol Gold Mining and Recovery Technology. In addition, the Company has entered into an agreement with Glover Mining, Inc. ("GMI"), to purchase certain mining equipment for the sum of \$600,000.00 to be evidenced by a promissory note. Both purchases are currently subject to Court approval. The exact terms and conditions of the purchases may be found in the Motion for Order Authorizing the

Incurring of Debt (Purchase of Technology and Equipment), which is on file with the Bankruptcy Court and available for inspection at the office of the Clerk of the Bankruptcy Court. Under the terms of the agreement, the obligations to Singtech Investments and Glover Mining, Inc., will be paid upon confirmation of the Plan at the rate of one share of New Common Stock for each \$2.50 of the note balance. As set forth in Section 6.13B below, the Company has obtained three expert opinions concerning the value of the new technology by the Company. (See Exhibit "B" in the Appendix to Second Amended Disclosure Statement.) In addition, the Company has obtained independent opinions concerning the value of the equipment to be purchased from GMI as set forth in Exhibit "C" in the Appendix to Second Amended Disclosure Statement.

D. Glover Mining, Inc.

Glover Mining, Inc. ("GMI"), is a Nevada corporation formed by Cameron K. Glover solely to assist in the reorganization of the Company. Mr. Glover has been engaged in the mining industry for approximately 15 years, the last six years of which have been on an international basis. Mr. Glover has been responsible for founding and financing several publicly listed companies in Australia. Mr. Glover was a director of Midland Mining N.L. in Australia and was instrumental in arranging for that company to "farm-in" to the Lower Olinghouse gold mine operated by the Company. Shortly before the Company filed its Chapter 11 case, Mr. Glover visited Nevada to assist with the development of the Lower Olinghouse project. When Midland Mining N.L. could not provide further funding to the Company, Mr. Glover agreed to assist in funding the Company's reorganization. As a result, Mr. Glover

formed GMI. GMI arranged to purchase various items of plant and equipment and to provide mining and engineering services to the Company. Mr. Glover is a director of Glover Mining, Inc., and is also a director of Singtech Investments Pte. Ltd. referred to in Section 2.3C.

Mr. Glover has personally arranged for post-petition loans to the Company in the sum of \$300,000.00, which was used by the Company for the purchase of additional equipment and operating expenses, more specifically itemized as follows:

Mining cost to Glover Mining, Inc.	\$123,580.44
Mining cost to Vaughan Construction	11,578.50
Supplies for mine maintenance	33,839.05
Water charges to Greenhill	11,309.66
Fuel	21,384.42
Wages and payroll tax	40,269.78
Insurance premium	8,905.70
Rent	4,253.47
Phone, utilities, office supplies	8,525.98
Royalty - Cattellus	5,600.00
Travel and administrative expense	<u>30,753.00</u>
Total:	\$300,000.00*

* Mr. Glover has assigned this amount of \$300,000.00 to Messrs. N. M. Ewart and A. Tompkins in repayment of loans made to him by these parties and who have agreed to accept Debtor Certificates in settlement.

In addition, GMI entered into a number of contracts for the purchase of equipment, described as follows:

(1) Vaughan Construction. GMI agreed to lease with

option to purchase from Vaughan Construction four Caterpillar scrapers, for \$20,000.00 down, which has been paid, and \$5,900.00 per month, for which the January, 1991, payment has been made. As of February 11, 1991, all equipment has been returned by GMI, and the contract has been terminated. The Company has repaid the sum of \$11,196.00 to GMI, being the outstanding balance owed to Vaughan Construction.

(2) Robert D. McDougal. GMI agreed to lease from Robert D. McDougal, trustee on behalf of Homuth Mining and Equipment Company ("McDougal"), certain earthmoving equipment described as two D9H Caterpillar tractors and two 980 Caterpillar wheel loaders. The agreement required a \$26,000.00 down payment, which has been paid, and payments of \$13,000.00 per month. GMI is currently in default of payments for January and February, 1991. GMI has reached an agreement with McDougal to pay the sum of \$28,380.00 to cover the unpaid lease payments. GMI has additionally agreed to pay to McDougal up to the sum of \$10,000.00 to cover repairs of the subject equipment.

(3) Feather River Gold, Inc. GMI entered into an agreement with Feather River Gold, Inc. ("FRG") to purchase a certain gold recovery plant with associated equipment. Under the terms of the agreement, GMI agreed to pay \$30,800.00 in advance, which has been paid, and further payments of \$46,000.00 and \$10,000.00 were made in October, November and December, 1991. GMI proposes to sell its interest in the equipment to the Company upon confirmation of the plan of reorganization. (See Section 2.3C, *supra*)

(4) Celex Water Contract. GMI entered into an agreement

with Celex Nevada, Inc., to obtain water and power for the pump house for the operation of the Company's mine. Under the agreement, GMI is obligated to pay a minimum of \$8,000.00 per month in advance for water. The excess of actual water use at the rate of \$.35 per 1,000 gallons is to be credited to a surplus account wherein 50% of such surplus will be credited to GMI after 12 months and the balance after 24 months. GMI is currently in default. GMI has reached an agreement with Celex to pay a total of \$16,000.00 for the period December, 1990, to February 1, 1991, plus \$9,583.24 for pump motor power, against which it has paid \$10,000.00 in September, 1991. GMI proposes to transfer the water contract to the Company upon confirmation.

Originally, the Company and GMI believed that all of the above equipment was necessary for the operation of the Lower Olinghouse Mine (prior to discovery of the Singtech Gold Recovery System). In December of 1990, mining operations terminated for a period of 24 days due to freezing of the water supply pipe. The Company believes the water supply was sabotaged because there was evidence of forced entry into the pump house, and the power was turned off. During the closure of the mine, the Company investigated and decided to acquire the new technology which employs a mobile mining plant and alleviates the necessity of most of the above-referenced earth moving equipment. As a result of the new technology, GMI has attempted to terminate its existing lease and purchase contracts as set forth above, and intends to keep only that equipment necessary for operation of the gold mine with the new technology.

GMI has performed earth moving and other technical

services for the Company for the period of December 15, 1990, to the present. Invoices totaling \$390,744.80 have been submitted by GMI to the Company. The Company was obligated to pay GMI the sum of \$109,182.86 as of October 31, 1991.

E. Goldfield Joint Venture

Red Rock Mining (USA) Inc., a Nevada corporation, holds the right to mine a famous and productive gold mining area located on a series of adjoining fee and BLM land in Esmeralda County, at Goldfield, Nevada. Red Rock has entered into a Joint Venture Agreement with Woodhill Consultants Limited under which Woodhill has the right to acquire up to a 50% interest in this project and to manage the project for a fee equal to 7% of its operating expenses. Woodhill has appointed the Company as manager and operator of the Joint Venture for the aforementioned 7% fee. The Joint Venture Agreement requires that Woodhill's 50% participation be earned by the expenditure of a sum not exceeding \$2 million for development and by being able to demonstrate 120,000 tons of production within a continuous 90-day period. In addition, the Joint Venture Agreement requires the expenditure of \$500,000.00 for exploration by each joint venture partner within 24 months of commencement of the Joint Venture. Woodhill may purchase the entire interest of the Joint Venture partner for \$5 million at any time during the first year of production.

The Company has entered into an option agreement with Woodhill, dated November 1, 1991, subject to approval by the Bankruptcy Court after notice and hearing, under which Woodhill will grant to the Company the right to acquire its interest in the Joint Venture Agreement and, in consideration therefor, the Company

will issue to Woodhill a Debtor Certificate evidencing a loan of \$500,000.00.

Pursuant to the agreement, at any time prior to November 1, 1992, the Company may exercise its option by paying a sum equivalent to the greater of Woodhill's investment in the Joint Venture, or an independent valuation of Woodhill's rights, which may be paid by cash and/or in fully paid New Common Stock plus warrants.

The Company, upon acquiring its participation in the Joint Venture by exercising the option above, would operate and manage an equipped and permitted mine in a prime producing mining district where production is expected to recommence within the next two months. The open pit heap leach mine is expected to produce at the rate of some 40,000 tons per month, with an annual targeted production of 50,000 ounces of gold, from an 11,000 acre property position.

3. DESCRIPTION OF ASSETS

A. Mining Leases

The Company is the lessee under certain leases more particularly described in Section 5.6 hereinbelow. The Company estimates the value of the leases as follows:

(1)	Olinghouse Mineral Lease (Mongolo)	\$ 30,000.00
(2)	Olinghouse Mineral Lease (SFP Minerals)	\$ 5,000.00
(3)	Bowie Mineral Lease	\$ 3,500.00
(4)	Ash Meadows Mineral Lease	\$ 10,000.00

B. Plant and Equipment

The Company's plant and equipment is specifically

listed in Exhibit "D" attached hereto and incorporated by reference herein. The Company estimates the value of the plant and equipment at \$250,875.00 (Ash Meadows and Olinghouse).

C. Real Estate Owned

The Company has fee ownership of real estate consisting of 120 acres of land comprising a portion of the Ash Meadows Ranch, located in Nye County, Nevada, more particularly described as:

Township 18 South, Range 50 East, M.D.B.&M.

Section 24 - SE 1/4, SW 1/4

Section 25 - NW 1/4, NE 1/4, NE 1/4, NW 1/4

The property is improved with a processing plant, motel lodge, storage rooms and offices. The Company estimates the value of the real property at \$362,000.00.

D. Equipment Leases

The Company is lessee of certain equipment leases, more particularly described in Section 5.6 hereof, which have estimated values as follows:

(1) Graham Equipment lease	\$35,000.00
(2) Western Placer Mines purchase agreement	\$32,000.00
(3) Eaton Financial lease (photocopier and telephones)	\$ 0.00

4. DESCRIPTION OF PENDING OR COMPLETED LITIGATION

None.

5. CLAIMS AGAINST THE ESTATE

5.1 Administrative Expenses

The Company has scheduled against it administrative

claims as follows:

A. The Law Offices of Alan R. Smith, counsel for the Company, in the approximate amount of \$70,000.00, according to application filed and subject to approval of the Bankruptcy Court, \$25,000.00 of which has been paid as of October 31, 1991. A portion of such outstanding fees may be paid by the issuance of stock as set forth in Section 6.3(1) below.

B. Consulting fees due to Woodhill Consultants Limited in the amount of \$125,000.00 according to the application filed and subject to approval of the Bankruptcy Court. A portion of such fees may be paid by the issuance of New Common Stock, as set forth in Section 6.3(1) below.

C. Post-petition salaries in an estimated amount of \$50,000.00, and management fees and expenses according to application filed and subject to approval of the Bankruptcy Court. Claimants have agreed to accept 250,000 shares of New Common Stock in full settlement of these salaries as set forth in Section 6.3(1) below.

D. Outstanding Debtor Certificates issued by the Company.

E. Obligations to Singtech Pty. Ltd. (approximately \$500,000.00) and Glover Mining, Inc. (approximately \$600,000.00) for mining and process equipment.

5.2 Priority Claims

The Company has no priority claims scheduled against it.

5.3 Secured Claims

The Company has scheduled against it the following secured claims (the entire balance is listed as secured despite

the possibility that a determination pursuant to Section 506[a] of the Bankruptcy Code may prove that only a portion of the claim is secured, and the Company reserves the right to seek such a determination under Section 506[a]).

<u>Name</u>	<u>Description Of Security</u>	<u>Balance And Terms</u> (As of 10/31/90)
CanAustra Capital Corporation	Secured by a first priority security interest in all machinery, tools, equipment, mining claims and leases	Princ.: \$135,000.00 Accr.Int.: \$2,110.99 Int.Rate: 15% Debtor in default since: June 15, 1990 Note matured on September 30, 1990
Medium Limited	Secured by a second priority security interest in all machinery, tools, equipment, mining claims and leases	Princ.: \$325,000.00 Accr.Int.: \$19,160.96 Int.Rate: 15% Debtor in default since: August 1, 1990 Note matured on October 1, 1990

5.4 Unsecured Claims

The Company has scheduled against it unsecured claims totaling approximately \$2,341,659.93, including claims disputed by the Company totalling approximately \$1,214,429.54, as more specifically identified in Exhibit "E" attached hereto.

5.5 Shareholders

The Company currently has 7,451,380 shares of stock outstanding, held by approximately 387 shareholders.

5.6 Executory Contracts

The Company is party to the following executory contracts:

A. Equipment Leases

1. Graham Equipment

The Company leases from Graham Equipment certain

equipment described as a Simplicity Screen, 200' Conveyor, Stacker, and three 30" x 62' conveyors. Under the terms of the lease, the Company makes a monthly payment of \$9,646.00 for a period of ten months, 80% of which payments apply to the purchase price. The Company has an option to purchase the equipment for the sum of \$77,168.00, which amount is reduced by payments made as stated above. The Company has reached a tentative agreement with Graham Equipment to return the equipment and terminate the contract.

2. Western Placer Mines

On November 20, 1990, the Company entered into a purchase agreement with Western Placer Mines, Inc. Under the terms of the agreement, the Company agreed to purchase a 150 yph Yukon screening plant, a 110 kw generator, 8" Berkeley pump, Goldtron clean-up system, hopper/feeder, and miscellaneous conveyors. The purchase price of the equipment is \$80,000.00, payable \$10,000.00 down, \$1,000.00 per month or \$.15 per cubic yard of material processed per month, whichever is greater, up to a maximum of \$7,000.00 per month, whichever is greater, until paid in full without interest. The Company has made no payments on the lease since March 1, 1990, although it acknowledges that a \$32,000.00 balance remains, but intends to reject the lease agreement.

3. Eaton Financial Lease

The Company has leased from Eaton Financial Corp. two radio telephones and a Minolta copier. The Company intends to reject the radio telephone lease, and to assume the copier lease.

4. Rain for Rent

The Company rents pipeline to its water reservoir from Rain for Rent for the sum of \$2,500.00 per month, without any

specified term or purchase option.

B. Mining Leases

1. Butcher Boy Mines Lease

A lease agreement was entered on March 31, 1986, between John V. Mongolo as lessor and Aurum EST, Inc., a Nevada corporation (hereinafter "Aurum"), a wholly-owned subsidiary of the Company. The lease involves four unpatented association placer mining claims in the Olinghouse Mining District, Washoe County, Nevada, namely: Butcher Boy, and Butcher Boy 1, 2 and 3, described as follows:

<u>Claim Name</u>	<u>NMC Number</u>
Butcher Boy	48238
Butcher Boy #1	48239
Butcher Boy #2	48240
Butcher Boy #3	48241

The agreement grants to Aurum the exclusive right to explore, develop and mine the leased property. The lease is for the term of 20 years, and requires a semi-annual lease payment of \$10,000.00 or a royalty on production equal to 10% of the gross receipts, and \$.25 per cubic yard for any sand, gravel or rock produced and sold from the property. The Company is current in all payments under the provisions of this lease. The lease was assumed by Order of the Bankruptcy Court entered February 20, 1991.

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2. SFP Minerals Corp. Mining Lease

A placer mining lease was entered into on January 4, 1988, between SFP Minerals Corp., a Delaware corporation, as lessor, and the Company as lessee. The lease allows the Company to mine the following property:

<u>Section</u>	<u>Town ship</u>	<u>Range</u>	<u>County</u>	<u>Acreage</u>	
27	21N	23E	Pershing	Olinghouse	560.00

The lease is for a term of ten years, and thereafter until certain substances cease to be produced in commercial quantities. The lease requires a royalty payment of 10% of the total of the leased substances removed. The lease requires an advance royalty payment of \$10.00 per acre, which is deductible from the production royalties. The Company is current in its obligations under the lease. The exact terms and conditions of the lease are on file with the Bankruptcy Court in connection with the Company's Motion to Assume Executory Contract (SFP Minerals Corp.). The lease was assumed by Order of the Bankruptcy Court entered February 20, 1991.

3. Bowie Zeolite Lease

The Company leases 680 acres in the Bowie district, consisting of six state mineral leases, and 16 placer claims and 18 lode claims, leased from the Bureau of Land Management,

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described as follows:

Graham County

T.11 S., R.29 E.:	Section 25 -	Placer claims 15-16	
		Lode claims 17-18	
	Section 36 -	State mineral lease	83534
		" " "	83535
T.11 S., R.30 E.:	Sections 30/31 -	Placer claims 9-14	
		Lode claims 10-16	

Cochise County

T.12 S., R.29E.:	Section 1 -	State mineral lease	83530
		" " "	83531
		" " "	83532
		" " "	83533
T.12 S., R.30E.:	Section 6 -	Placer claims 1-8	
		Lode claims 1-9	

The leases require annual reports to the BLM of the improvements on the leased property. The state mineral leases require annual payments of \$.75 per acre and 5% royalty on the gross value of all minerals and mineral products produced from the leased premises. The Company is current in all of its requirements to maintain the leases in good standing, and the leases were assumed by Order of the Bankruptcy Court entered February 20, 1991.

4. Ash Meadows Zeolite Leases

The Company leases from the Bureau of Land Management 120 unpatented lode claims and 123 placer claims known as the Ash Meadows Deposit. The leased land is more particularly described in the Company's Motion to Assume Lease on file with the Bankruptcy Court and available for inspection at the office of the Clerk of the Bankruptcy Court. The leases require annual reports or assessments to the BLM, which are current. The leases were assumed by Order of the Bankruptcy Court entered February 20, 1991.

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5. Section 17 Joint Venture

The Company previously entered into a joint venture with Barlow & Peek, Inc. (hereinafter "Barlow") on July 2, 1990. Under the terms of the agreement, Barlow agreed to mine the subject property, and to meet certain deadlines with respect to a sampling program, test wells, and construction of a processing plant. As of the date of this Disclosure Statement, Barlow has completed the initial reserves estimate work, and drilled one 410-foot test well. The agreement provides that the profits from the mining operations shall be divided 50% to Barlow and 50% to New Gold. As of the date of this Disclosure Statement, Barlow is in default under the terms of the agreement, and the Company believes that Barlow is unable to complete performance under the agreement. Under the terms of the agreement, Barlow has failed to perform by December 31, 1990, and the lease has reverted to East West Minerals, Inc.

C. Royalty Contracts

1. RCI Royalty Agreement

A purchase agreement was entered November 1, 1985, between Atlantic Richfield Company ("ARCO"), through its division Anaconda Minerals Company ("Anaconda") and East West Minerals, N.L. ("East West"). Under the agreement, East West purchased the zeolite properties from Anaconda for the sum of \$500,000.00 plus a royalty of \$1.50 per ton of zeolite produced and sold up to a total of \$10,000,000.00. The properties were ultimately transferred to the Company.

At the time of the Company's purchase, Rural Chemical Industries ("RCI") was also bidding for the purchase of the zeolite properties. An agreement was reached between RCI and

East West by which RCI would withdraw its bid under certain terms and conditions (the "RCI Agreement"). Under the RCI Agreement, East West agreed to sell zeolites to RCI at a specified price, and East West would pay RCI an annual royalty of 5% of the invoiced selling price for 99 years, with certain guaranteed minimum tonnages. RCI also obtained an exclusive right to market the zeolites in certain countries.

The Company intends to reject this executory contract. The Company believes that RCI does not have any ownership or security interest in any of the Company's real or personal property.

2. Midland Mining N.L. Royalty Agreement

The rights of Midland Mining N.L. ("Midland") derive from a letter agreement dated June 5, 1990. Essentially, the agreement provides that Midland is entitled to "1% undivided interest in the Lower Olinghouse project for every US\$10,000.00 contributed..." It was acknowledged that certain loan commitments "form a prior charge against the Lower Olinghouse project cash flow." Furthermore, if the Lower Olinghouse project is sold, Midland is entitled to a proportionate share of the profits. If further capital is required, Midland can participate proportionately, but at worst Midland will "retain one-tenth of its interest as 'carried free'" if it does not wish to make any further contribution.

The initial agreement is confirmed by letter from Midland dated August 31, 1990. Since June of 1990, Midland made contributions to the Company totaling \$499,000.00 for a total of 49.9% interest in the Lower Olinghouse project.

The Company's agreement with Midland did not operate to transfer property or create ownership rights of Midland in any property. The Company proposes to reject the executory contract with Midland Mining N.L.

3. Kish Resources Plc Royalty Agreement

Under an agreement between Kish Resources Plc and the Company dated March 1, 1990, Kish agreed to invest \$250,000.00 in the Company. The Company agreed to repay \$400,000.00 to Kish according to a specified schedule. Kish received 25% interest in the Lower Olinghouse mine subject to the secured obligations, which interest would be reduced to 20% as the obligation was reduced to \$200,000.00.

On November 2, 1990, an agreement was reached among Midland Mining N.L., Kish and the Company. Under the agreement, Kish agreed to convert its debt to 25% interest, and to contribute an additional \$200,000.00 for 25% interest in the Section 17, South American Canyon, and Bowie mines. Two payments of \$50,000.00 each were made by Kish under this agreement. Under the agreement, equal payments were to be made by Midland, and expenses on the zeolite properties were to be split 75% to the Company and 25% to Kish. The agreement was conditioned upon CanAustra Capital Corp. and Medium Ltd. converting their debts to stock and Midland paying \$35,000.00 to CanAustra. Midland agreed to raise \$373,000.00 and contribute such funds as were necessary for the Lower Olinghouse mine. Kish and Midland agreed to convert their debts to a shareholder's interest. The agreement has failed because CanAustra Capital Corp. and Medium Ltd. failed to convert their debts to stock, and Midland failed to pay CanAustra, or to raise \$373,000.00

as required. The agreement remains unperformed. The Company proposes to reject both of the above executory contracts.

6. SUMMARY OF THE PLAN OF REORGANIZATION

THE FOLLOWING IS A BRIEF SUMMARY OF THE PLAN OF REORGANIZATION, AND SHOULD NOT BE RELIED UPON FOR VOTING PURPOSES. THE SUMMARY IS NOT COMPLETE, AND CREDITORS ARE URGED TO READ THE PLAN IN FULL. A COPY OF THE PLAN OF REORGANIZATION WILL BE PROVIDED TO ALL CREDITORS.

6.1 Classification of Claims

The Plan provides for the following classes of creditors:

Class 1: The allowed claim of CanAustra Capital Corporation.

Class 2: The allowed claim of Medium Ltd.

Class 3: The allowed claims of unsecured creditors of the Company not entitled to priority under Section 507 of the Bankruptcy Code and not otherwise included in any class hereof, including, without limitation, claims which may arise out of the rejection of executory contracts.

Class 4: Each outstanding share of common stock of New Gold Inc., is classified as a Class 4 interest.

6.2 Treatment of Claims and Interests

A. Class 1 and Class 2 claims shall receive one share of New Common Stock for every dollar or fraction thereof of allowed claim. In addition, for every two shares of New Common Stock issued to Class 1 and 2 claimants there shall be issued one Class A warrant, and for each four shares of New Common Stock there shall be issued one each Class B-1, Class B-2 and Class B-3 warrants. The warrants shall have the same terms and conditions as set forth

in section 6.3(2) hereof.

B. The Class 3 claims shall not bear interest and shall be paid according to the following schedule:

(1) New Common Stock shall be issued by the Company, but shall be held for a period of 180 days following the Confirmation Date. In the event the Company obtains NASDAQ approval for trading its stock within such 180-day period, each outstanding Class 3 claimant shall be paid in full by the issuance of one share of New Common Stock for every \$5.00 or fraction thereof of the balance of the allowed claim, such stock to be distributed within six months following NASDAQ approval.

(2) In the event NASDAQ approval is not obtained within such 180-day period, Class 3 claims shall receive a minimum of 20% of the allowed claim, payable in 40 quarterly payments of 1/2% of each allowed claim commencing 60 days following the Effective Date, and continuing on a like day of every third month thereafter.

(3) Regardless of the Company's performance, should the Company deem it advisable, the Company may elect to pay unsecured creditors in full, without interest, at an earlier date, in which event Class 3 Claimants shall receive the discounted value of the cash flow represented in subparagraph (1) hereof assuming a 12% per annum discount rate and payments which total 20% of the claim.

C. In exchange for their common stock, and in full satisfaction of all rights and claims with respect to such stock, each holder of a Class 4 interest shall receive one share of New Common Stock in exchange for every twenty (20) shares of the

Company's common stock held by the Class 4 interest holder. No fractional shares shall be issued and all fractional shares of New Common Stock shall be rounded off to the nearest whole share. The transfer agent for issuance of the New Common Stock shall be American Securities Transfer, Inc., 1825 Lawrence Street, #444, Denver, Colorado 80202-1817.

AS A CONDITION TO PARTICIPATION IN DISTRIBUTION UNDER THE PLAN, HOLDERS OF CLASS 4 INTERESTS ARE REQUIRED TO SURRENDER THEIR CERTIFICATES FOR STOCK OF THE DEBTOR. NO DISTRIBUTIONS WILL BE MADE TO SUCH HOLDERS UNTIL THEIR EXISTING CERTIFICATES ARE SURRENDERED. SECTION 1143 OF THE BANKRUPTCY CODE PROVIDES THAT ANY ENTITY WHICH HAS NOT WITHIN FIVE (5) YEARS AFTER ENTRY OF THE ORDER OF CONFIRMATION SURRENDERED SUCH ENTITY'S SECURITY OR TAKEN ANY SUCH OTHER ACTION THAT THE PLAN REQUIRES MAY NOT PARTICIPATE IN DISTRIBUTION UNDER THE PLAN.

6.3 Treatment of Unclassified Claims

Claims arising during the administration of the Company's Chapter 11 case and entitled to priority under Section 507(a)(1) of the Bankruptcy Code are not classified under the Plan. As required by the Bankruptcy Code, the Plan provides that the holders of such claims shall receive cash in the amount of such allowed claims as soon as practicable on or after the Effective Date, unless administrative claimants elect alternate treatment as set forth below. A description of the administrative claims and the alternate treatment are as follows:

(1) Costs and expenses of administration, including the claims of professionals employed by the Company during the course of the Chapter 11 case, and salaries, expenses and services

rendered during the Chapter 11 case. All such claims are subject to approval by the Bankruptcy Court, including a valuation based upon the amount of work and reasonableness of fee. Such claimants may elect five shares of New Common Stock for every dollar or fraction thereof of allowed claim.

(2) Holders of outstanding Debtor Certificates shall receive one share of New Common Stock for every dollar or fraction thereof owed by the Company, including interest at 12% per annum. In addition, holders of Debtor Certificates shall receive one Class A warrant for each \$2.00 in amount of Debtor Certificate, and one each Class B-1, Class B-2 and Class B-3 warrant for each \$4.00 in amount of Debtor Certificate, as specifically described in the Warrant Agreement attached hereto as Exhibit "N" (hereinafter collectively referred to as the "Warrants"). The Warrants shall allow for the purchase of New Common Stock of the Company as follows:

- | | |
|------------|---|
| Class A: | Transferable, exercisable at \$3.50 per share at any time before March 31, 1992, or as may be extended by the Board of Directors of New Gold Inc. |
| Class B-1: | Transferable, exercisable at \$5.00 per share at any time before April 30, 1992. |
| Class B-2: | Transferable, exercisable at \$7.50 per share at any time before May 31, 1992. |
| Class B-3: | Transferable, exercisable at \$10.00 per share at any time before June 30, 1992. |

The Company may call the Warrants on 30 days notice at \$.01 per share. The Company may also decrease the exercise price or extend the term of the Warrants. It is the intention of the Company to seek inclusion of its New Common Stock (but not Warrants attached thereto) on the National Association of Securities Dealers

Automated Quotation ("NASDAQ") System as soon as practicable following confirmation of the Plan. In order to provide the Company with some flexibility in satisfying the various criteria for inclusion of the New Common Stock on the NASDAQ System, the Company reserves the right to alter the number of shares of New Common Stock issued to pay claims. In the event of such alteration, the number of shares to all classes of claims and unclassified claims shall be altered proportionately, and each class of claim and unclassified claim shall retain the same percentage interest relative to all other claims as is set forth hereinabove. Any such adjustment will also be applied to the exercise prices of the Warrants to be attached to New Common Stock issued upon conversion of Debtor Certificates. The Company may, at its exclusive option, on giving 30 days notice in writing, redeem from holders any class or classes of Warrants at \$0.01 per Warrant. Each class of warrant holder will be treated equally.

(3) Outstanding notes for the purchase of Section 17 from EWM, technology from Singtech Pty. Ltd. for the Gold & Mining System, and equipment from Glover Mining, Inc. Such claimants shall receive one share of New Common Stock for every \$2.50 or fraction thereof of debt.

6.4 Tax Claims

The Company owes \$7,675.89 to the Nye County Assessor as set forth on Exhibit "E" attached hereto.

6.5 Treatment of Executory Contracts

The Company has filed motions to assume certain executory contracts and leases, which motions are on file with the Bankruptcy Court. The Company has specifically assumed the following leases

and executory contracts by Court Order entered February 20, 1991:

- A. Butcher Boy Mines (John Mongolo)
- B. SFP Minerals Corp.
- C. Bowie Zeolite Lease
- D. Ash Meadows Zeolite Leases

The Company shall assume the copier lease from Eaton Financial, and reject the radio telephones lease.

The Company specifically rejects the following described executory contracts:

- A. Graham Equipment
- B. Western Placer Mines
- C. RCI Royalty Agreement - royalty contract with Rural Chemical Industries.
- D. Midland Mining N.L. - agreement.
- E. Kish Resources Plc - agreement.

Although not properly an executory contract, the Company specifically rejects all contracts that it has with Vaughan Construction, including that contract dated November 7, 1989, which was cancelled by written notice to Vaughan Construction by the Company on December 19, 1990.

All creditors which are the subject of rejected executory contracts may have claims against the Company in accordance with Sections 365(g) and 502(g) of the Bankruptcy Code. PROOFS OF CLAIM REGARDING SUCH CONTRACTS MUST BE FILED NO LATER THAN 30 DAYS FOLLOWING ENTRY OF AN ORDER REJECTING THE CONTRACT OR CONFIRMING THE COMPANY'S PLAN OF REORGANIZATION, WHICHEVER OCCURS EARLIER. ANY CREDITOR WHO DOES NOT TIMELY FILE A PROOF OF CLAIM SHALL NOT BE ENTITLED TO PARTICIPATE IN ANY DISTRIBUTIONS UNDER THE COMPANY'S

PLAN, AND SUCH CLAIM SHALL BE DEEMED DISALLOWED.

6.6 Definition of New Common Stock

"New Common Stock" shall be defined as one share of stock of the reorganized Company following confirmation of its Plan.

6.7 Funding of Reorganization

The Company's reorganization shall be funded by the issuance of Debtor Certificates, issuance of Warrants to purchase stock, and continued operation of the Company's gold and zeolite mines.

6.8 Distribution of Cash and New Common Stock

The New Common Stock together with the accompanying Warrants (where applicable) shall be distributed pursuant to the Plan in satisfaction of the rights of holders of claims and interests. The Company shall distribute all property to be distributed under the Plan. The Company may employ or contract with other entities to assist in or to perform the distribution of the property. The Company anticipates that the Company's New Common Stock will qualify for NASDAQ. Please see Section 6.10 of this Disclosure Statement for information regarding amendments to the reorganized Company's Certificate of Incorporation to provide authorization for additional common stock.

Property to be distributed under the Plan shall be distributed as soon as practicable after the Effective Date, which is defined in the Plan. Distributions can be made only on claims which are allowed by the Bankruptcy Court or pursuant to the Bankruptcy Code. In the event that objections to a particular claim are pending on the date on which distribution is to be made on allowed claims, distribution as to such claim will be made

following determination of the objection by the Bankruptcy Court.

Upon confirmation of the Plan, all outstanding shares of the Company's common stock will be cancelled. As soon as practicable thereafter, the reorganized Company will cause to be issued to Class 4 interest holders who have tendered their share certificates, the New Common Stock to be issued to such interest holders pursuant to the Plan. The Company intends to use the following entity as transfer agent for its stock:

American Securities Transfer, Inc.
1825 Lawrence Street, #444
Denver, Colorado 80202-1813

Creditors will receive specific instructions regarding exchange of common stock for New Common Stock following plan confirmation.

Any property to be distributed to creditors under the Plan becomes property of the Company if it is not claimed by the entity entitled to it before the later of one (1) year after Confirmation of the Plan or sixty (60) days after an Order allowing the claim of that entity becomes a final order.

Any person or entity entitled to receive consideration or securities of the Company may designate a nominee to receive the consideration or New Common Stock to be issued pursuant to the Plan.

6.9 Amendment to Charter Documents of the Company and Other Matters

Upon confirmation of the Plan, the name of the Company shall be changed to American Resource Corporation, Inc., which name has been reserved with the Nevada Secretary of State, and the Company's Certificate of Incorporation shall be amended to

authorize 100 million shares of the reorganized Company's common stock, par value \$.01 per share. In addition, the Board of Directors shall be authorized to effectuate a "quasi-reorganization" of the reorganized Company, and to designate a new year end.

In accordance with Section 1123(a)(6) of the Bankruptcy Code, the reorganized Company shall include within its Charter a provision prohibiting the issuance of non-voting equity securities.

Under the Plan, the Board of Directors and officers of the Debtor may, without shareholder approval, take any and all actions necessary or appropriate to effectuate the foregoing amendments, and to execute, verify, acknowledge, file and publish any and all instruments or documents as may be required to accomplish the same.

6.10 Status of Securities to Be Issued Under the Plan

The Plan provides that all securities of the reorganized Company to be issued pursuant to the Plan will not be registered under the Securities Act of 1933, as amended, or under applicable state or local securities laws and will be exempt from such registration. See Section 9 of this Disclosure Statement for further information.

6.11 Property Free and Clear of Liens; Sale

Confirmation of the Company's Plan shall constitute an Order of the United States Bankruptcy Court that all of the Company's property, including real property, personal property, leases and executory contracts shall be free and clear of all liens and encumbrances. The Company may sell or transfer any of its property free of all liens or encumbrances under terms and

conditions which it deems advisable. The Bankruptcy Court shall retain jurisdiction to issue any order consistent with this paragraph in order to effect a sale of the Company's property.

6.12 Description of Post-Confirmation Operation and Mining Process - Lower Olinghouse and Section 17

A. Development and Improvement of Mining Operations

The Lower Olinghouse deposit is one of the largest alluvial gold mines in North America. With the completion of the new plant and process (described below), it will become one of the largest of its kind. As set forth in Section 5.6B above, the mine is comprised of 560 acres leased from Santa Fe Land (SFP Minerals Corp.) and 680 acres leased from John V. Mongolo. The mine has been developed and extensively drilled and trenched, and is operating from a large central pit. Over 385,294 cubic yards of ore have been removed to date, with a recovered grade of 0.0102 oz./cubic yard, indicating the richness of the deposit. See independent audit by Dr. Thomas Robyn, consulting geologist of Denver, Colorado, in Exhibit "F-6" which is included in the Appendix to Second Amended Disclosure Statement. Also attached is a plan of the extensive drilling carried out at the Lower Olinghouse Mine.

Section 17 has had an active mining history, producing several thousand ounces of gold over the last five years. The property is comprised of 640 acres of fee land which will be leased from East West Minerals, Inc., upon approval by the Bankruptcy Court. Upon confirmation of the Plan, East West Minerals will assign its interest in said property to the Company.

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B. Description of Mining Method and Process

The new mining method will be used at the Lower Olinghouse Mine as well as the development of the mine at Section 17 (see Section 2.3B, supra). The new method uses the following equipment for each rapid sluice treatment plant: one Caterpillar D10N bulldozer; one Caterpillar D9N bulldozer; one P&H dragline crane. The Company proposes to use two plants at the Lower Olinghouse Mine, and one plant at Section 17.

The rapid sluice treatment plants are comprised of a dozer-trap feeder assisted by a set of "intelligent monitors" and washing nozzles. These monitors may be operated manually or from a remote position, or on a repetitive program, in order to maintain constant feed. The wet slurry is then fed by gravity to a two-deck extra-heavy-duty rapid feeder screen. These screens are designed to feed the material out evenly and to separate the materials at 3/4 inch. Further washing occurs on the screen decks, which are 20 feet by 8 feet in size, fitted with heavy-duty abrasion-resistant top deck and polyurethane bottom deck for abrasion resistance.

The screen underflow is fed to a series of modified sluice runs, divided by pinched sluice style laminar flow dividers in order to capture up to 95% of the gold fractions present. The sluice overflow is then directed to a tailings sump and pump where it is pumped to cyclone classifiers located over the tailings re-stacking areas within the pit. In order to better demonstrate the new mining process, the following exhibits are attached:

Exhibit "G-1" Side elevation of Dacol Gold Recovery System

Exhibit "G-2" Mining method schematic for Dacol system

Exhibit "G-3" Plan of pit layout

Exhibit "G-4" Olinghouse project flow sheet

The water requirements for the two plants at the Lower Olinghouse Mine are 3,000 gallons per minute (gpm) to be supplied from the clean water pond and recycled through the cyclones and settlement ponds. Approximately 20% of the water volume is lost to evaporation and entrapment in fine sands, which volume will be replaced by pumping from one existing well and from a new well to be drilled.

The mining method for Section 17 is similar to that described above, except that only one rapid sluice treatment plant is used, and a scrubber section is added to remove clays which form a matrix within the conglomerates of the deposit. See Exhibit "H-1" attached hereto. A side elevation of the complete plant is attached hereto as Exhibit "H-2", and a flow chart for plant operation is attached hereto as Exhibit "H-3".

The Company has examined in detail the feasibility of utilizing the new mining method and process. The Company has obtained opinions from at least six experts concerning the new process:

- (1) From New Era Engineering Corporation, R.R. Clarkson, P.Eng., included in the Appendix to Second Amended Disclosure Statement as Exhibit "F-1".
- (2) From Metallurgy International Pty Ltd., Dr. R. Cuttriss, included in the Appendix to Second Amended Disclosure Statement as Exhibit "F-2".
- (3) From Engineering and Mining Management Pty Ltd., Mr. C. Solomon, included in the Appendix to Second Amended

Disclosure Statement as Exhibit "F-3".

- (4) From Dr. Kenneth Howard, Jr., included in the Appendix to Second Amended Disclosure Statement as Exhibit "F-4".
- (5) From Walter McGinley, Mining Engineer, Reno, Nevada, included in the Appendix to Second Amended Disclosure Statement as Exhibit "F-5".
- (6) From Dr. Thomas Robyn, consulting geologist of Denver, Colorado, included in the Appendix to Second Amended Disclosure Statement as Exhibit "F-6".

6.13 Goldfield Joint Venture

The Company intends to exercise its option to acquire Woodhill's interest in the Goldfield Joint Venture as provided in Section 2.3E hereof as soon as this appears to be feasible. The Company has been appointed manager of the Joint Venture, and this, together with the acquisition of Woodhill's interest, will allow the Company's gold production to increase significantly. The mine is able to recommence production by heap leaching ore within two months of exercising the option, which will be followed by an exploration program with a view to identifying further increases.

6.14 Other Acquisitions

The Company proposes to embark on a program of identifying and evaluating other mining projects in or close to production. Acquisition of those projects available at attractive prices by cash and/or stock will be undertaken with a view to the Company becoming a substantial gold producer.

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7. FINANCIAL CONDITION OF THE COMPANY FOLLOWING CONFIRMATION OF PLAN

7.1 Post Confirmation Cash Flow

The Company projects post-confirmation cash flow from its operations as more specifically outlined in Exhibit "I" attached hereto and incorporated by reference herein. The projection demonstrates that the projected cash flow is sufficient to operate the reorganized Company on a profitable basis.

7.2 Post Confirmation Financial Condition

The Company believes that its post-confirmation financial condition will be as set forth in the Post-Confirmation Balance Sheet attached hereto as Exhibit "J". The Balance Sheet contains certain assumptions as set forth therein.

THE ATTACHED FINANCIAL PROJECTIONS REPRESENT AN ESTIMATE OF FUTURE EVENTS THAT MAY OR MAY NOT OCCUR. IT IS PROBABLE THAT SOME OF THE ASSUMPTIONS ON WHICH THE FINANCIAL PREDICTIONS ARE BASED WILL NOT MATERIALIZE AND THAT UNANTICIPATED EVENTS AND CIRCUMSTANCES WILL OCCUR. THEREFORE, THERE CAN BE NO ASSURANCE, AND NO REPRESENTATION OR IMPLICATION IS MADE, THAT THE FINANCIAL PROJECTIONS OR RELATED ASSUMPTIONS WILL CONSTITUTE AN ACCURATE REFLECTION OF THE ACTUAL OPERATING CASH FLOW OF THE REORGANIZED COMPANY DURING THE PERIODS INDICATED AND THE FINANCIAL PROJECTIONS SHOULD NOT BE RELIED UPON TO INDICATE THE ACTUAL RESULTS THAT WILL BE OBTAINED.

7.3 SEC Reports

As a publicly held corporation, the Company is subject to Securities and Exchange Commission reporting requirements. Subsequent to confirmation of the Plan, the reorganized Company

intends to comply with periodic reporting requirements of Section 12(g) of the Securities and Exchange Act of 1934.

8. OFFICERS AND DIRECTORS OF THE REORGANIZED COMPANY

8.1 Officers of the Reorganized Company

It is contemplated that following confirmation of the Plan, Tony Wicks shall serve as President of the reorganized Company, with a one-year employment contract providing for a monthly salary of \$8,500.00 for the calendar year 1992.

8.2 Directors of the Reorganized Company

The following individuals shall serve as the initial Directors of the reorganized Company until the first shareholders' meeting following confirmation of the Plan:

- A. Tony Wicks
- B. Cameron Glover
- C. Patrick Butler
- D. David F. Dickson

Resumes of each of the above individuals are included in this Disclosure Statement in Section 10 "SEC Form 10 Information and Disclosure". It is anticipated that Directors will be paid fees of \$1,000.00 per quarter, payable in stock at market value, with an option to purchase an additional \$2,000.00 in stock at market value per quarter. Cameron Glover will receive a fee of \$5,000.00 per month.

8.3 Stock Option Plans

Upon confirmation of the Plan, the quantity of the New Common Stock equal to fifteen percent (15%) of the number of shares of such stock to be outstanding on the Confirmation Date shall be reserved for issuance under such stock option plans as may be

adopted by the Board of Directors of the Reorganized Debtor from time to time. Any New Common Stock issued pursuant to such Plan shall not be issued under § 1145 of the Bankruptcy Code.

9. STATUS AND RESALE OF SECURITIES TO BE ISSUED PURSUANT TO PLAN

Under Bankruptcy Code § 1145, the original issuance of the New Common Stock and Warrants under the Plan, as specifically set forth in Sections 6.2 and 6.3 hereof (holders of the Debtor Certificates may receive for every \$100.00, 100 shares of New Common Stock, 50 Class A Warrants, 25 each of Class B-1, B-2 and B-3 Warrants) will be exempt from the registration requirements of the Securities Act of 1933 and applicable state laws requiring registration of securities. (See Section 6.3[2])

Resale of New Common Stock by a creditor or shareholder receiving the same directly under the Plan will also be exempt provided the creditor or shareholder is not an underwriter. Generally, a creditor or shareholder will not be deemed an underwriter if he (1) has not become a creditor of the Debtor with a view to distribution of any New Common Stock to be received in exchange for claims under the Plan, (2) has not offered to sell the New Common Stock for others, (3) has not offered to buy the New Common Stock from others where that offer is with a view to distribution and under an agreement made in connection with the Plan, and (4) is not a control person of the Debtor as that term is used in the Securities Act of 1933. The determination of whether a particular creditor or shareholder would be deemed to be an underwriter is necessarily an individual one, and any creditor or shareholder considering reselling the New Common Stock received

under the Plan should consult a securities advisor to determine whether he would be considered an underwriter and, therefore, ineligible for the exemption described above.

The Company believes that most recipients should be in a position to resell the New Common Stock received under the Plan without registration.

A creditor who is deemed to be an underwriter may be able to sell securities without registration pursuant to the provisions of Rule 144 under the Securities Act of 1933, which fact may permit the public sale of securities received pursuant to the Plan by underwriters subject to volume limitations and certain other conditions. Creditors who believe they may be underwriters are advised to consult their own counsel with respect to the availability of the exemptions provided by Rule 144.

THE ABOVE DISCUSSION IS INTENDED AS GENERAL INFORMATION ONLY, AND ANY PERSON DESIRING TO SELL ANY SECURITIES RECEIVED BY HIM OR HER PURSUANT TO THE PLAN IS URGED TO CONSULT HIS SECURITIES ADVISER REGARDING THE AVAILABILITY OF ANY REGISTRATION EXEMPTION.

10. SEC FORM 10 INFORMATION AND DISCLOSURE

Upon confirmation of its Chapter 11 plan, the Company intends to seek approval of the Federal Securities and Exchange Commission ("SEC") for listing on the NASDAQ exchange. The information shown in Exhibit "M" is in response to the disclosure requirements of Regulation S-K of the Securities and Exchange Commission (Form 10).

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11. FEDERAL INCOME TAX CONSEQUENCES TO CREDITORS OF THE COMPANY

The tax consequences of the implementation of the Plan to a creditor receiving New Common Stock will depend in part on whether that creditor's present debt claim constitutes a "security" for federal income tax purposes. The determination as to whether the claim of any particular creditor constitutes a "security" for federal income tax purposes is complex, and depends on the facts and circumstances surrounding the origin and nature of the claim. Generally, claims arising out of the extension of trade credit have been held not to be securities, while corporate debt obligations evidenced by written instruments with maturities, when issued, of ten years or more, have generally been held to be securities. The Company expresses no view with respect to whether the claim of any particular creditor constitutes a "security" for federal income tax purposes and urges each creditor to consult his own tax advisor.

A creditor who exchanges his existing claim for the New Common Stock of the Company may recognize income or loss in respect of consideration received on account of accrued interest attributable to his existing claim, and gain or loss on the exchange of the principal of the claim for New Common Stock.

THE FOREGOING IS A GENERALIZATION OF THE FEDERAL TAX CONSEQUENCES TO CREDITORS RECEIVING NEW COMMON STOCK UNDER DEBTOR'S PLAN AND IS NOT TO BE RELIED UPON. CREDITORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE TAX TREATMENT TO THEM OF SECURITIES ISSUED UNDER THE PLAN.

12. ALTERNATIVES TO THE PLAN

The Company believes that the Plan provides its creditors

with the earliest and greatest possible value that can be realized on their claims. The alternatives to confirmation of the Plan are the submission of an alternative plan of reorganization by the Company or any other party in interest or the liquidation of the Company.

Under § 1121 of the Bankruptcy Code, the Company has the exclusive right to file a plan of reorganization during the first 120 days after the commencement of its Chapter 11 case. The Company's Plan has been filed within that time period.

Alternatively, a liquidation of the Company could be conducted as described in Section 13 of this Disclosure Statement. For the reasons described in that section, the Company believes that the distributions to each impaired class under the Plan will be greater and earlier than distributions that might be received in a Chapter 7 liquidation of the Company.

The Company believes that confirmation of the Plan is preferable to either of the alternatives described above because the Plan maximizes the amount of distributions to all classes of creditors and interest holders and any alternative to confirmation of the Plan will result in substantial delays in the distribution of any recoveries under such alternative.

13. LIQUIDATION ANALYSIS

Attached hereto as Exhibit "L" is an unaudited proforma balance sheet for the Company reflecting its financial condition as of January 31, 1991, and adjustments made thereto in the event of the liquidation of the Company. The attached balance sheet was prepared by the Company's current management and represents the best information available to management at this time.

Should the Company be forced to terminate its business operations, convert its case to Chapter 7, and have a trustee conduct the liquidation of its assets, management of the Company estimate that such a liquidation will result in no dividend to general unsecured creditors since under the priorities of the Bankruptcy Code all secured, administrative and priority obligations must be paid in full before any money can be realized by general unsecured creditors. The present stockholders of the company would also receive no recovery for their stock. In contrast, the Company's proposed Plan will result in creditors receiving deferred payments or securities of the reorganized Company. The current stockholders will also receive securities for their interests in the Company

14. RISK FACTORS AND OTHER FACTORS

The transactions contemplated by the Plan may have tax consequences upon interested parties. Nothing contained in the Plan or this Disclosure Statement should be construed as advice with respect to the income tax consequences of acceptance or rejection of the Plan. Each party should review such tax consequences with a tax advisor.

Claimants are cautioned that there are no assurances regarding the performance or value of the reorganized Company's securities. The future price of the New Common Stock is subject to numerous factors, none of which can be accurately forecast since economic activity may fluctuate depending upon the general condition of the economy and future business of the Company.

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15. BAR DATE OF CLAIMS

All unsecured claims against the Company which are listed as disputed in this Disclosure Statement (see Exhibit "E") shall file proofs of claim in this case no later than thirty (30) days following mailing of the Order approving this Disclosure Statement to all creditors. The exact date barring the filing of further claims shall be identified in the Order approving this Disclosure Statement. Failure to file a proof of claim by a disputed claimant within such thirty (30) days shall result in the disallowance of the claim, and the inability of the claimant to participate in any distributions under the Plan. .

16. RECOMMENDATION OF DEBTOR AND CERTAIN TECHNICAL EXPERTS

The Company believes that confirmation of the Plan is preferable to any of the alternatives described herein because it will provide greater recoveries than those available in liquidation to all claimants, including stockholders. In addition, other alternatives would involve significant delay, uncertainty and substantial additional administrative costs. As set forth in

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Section 6.13(B), the Company has obtained opinions from five experts concerning the feasibility of mine operation from a technical perspective.

DATED this 30th day of December, 1991.

LAW OFFICES OF ALAN R. SMITH

By 

ALAN R. SMITH
Attorney for Debtor

NEW GOLD INC.
A Nevada corporation

By 

TONY D. S. WICKS
President

NEW GOLD INC.

EXHIBIT "D"

Ash Meadows

<u>Rolling Stock</u>	<u>Estimated Value</u>
1980 Clark Loader #4160-376-C40	\$30,000.00
John Deere 644B Loader	40,000.00
Clark Forklift #Y355-242-2530-2741	3,000.00
Clark Forklife #HY1015-3-2208-7572	2,000.00
Caterpillar Forklift #394-008-20	2,000.00
1977 Ford F704 Flatbed #F70EVY85482	4,000.00
1977 Chevy 10 Yd. Dump #CJY737V128024	10,000.00
1979 Chevy 10 Yd. Dump #C48CY9V122365	14,000.00
1974 Dodge 6 Yd. D600 Dump #D61F4J021309	7,000.00
1970 Le-Roi 160 Air Compressor #276263	3,000.00
Onan Lightplant Trailer #0470221371	300.00
Miller, Bluestar Trailer #J8465128	1,000.00
Trailer Trail King TK6U-1200, VINITKUO 1221JM100259	2,800.00
Total:	\$119,100.00

Plant

5 Yd. Hopper	\$ 500.00
6" x 48' Screw Feeder	900.00
Screw Conveyor, 6" x 14', Pacific	625.00
7" x 20' Bucket Elevator, Chatland #10329	1,600.00
7" x 16' Bucket Elevator, Chatland #10487	1,400.00
Portable Enclosed Conveyor, 12" x 50', Chatland	1,800.00
Stationary Enclosed Conveyor, 12" x 20', Chatland	900.00
Chatland Baggers #884979, #84802-1, #84802-2, #84802-3	6,200.00
Heat Sealer, Fischbein #163	4,500.00
Sewing Machine, Fischbein D2700 w/ Spare Head #225	2,500.00
5' x 15' Enclosed Symons Screen Double Deck, Ball Tray	7,000.00
Sweco 5 Deck Screen #2237	4,000.00
Impact Crusher, Pennsylvania #3939	8,000.00
Rotary Gas Dryer 3' Diameter x 10', US Smelting	5,000.00
10,000 CFM, Bag House Torit	4,000.00
75 KW US Generator System	6,000.00
100 KW Magnamax Marathon Generator TL 3421281-2	10,000.00

Plant (continued)

Air Compressor Westinghouse #252885	1,000.00
Compressor, Single Stage, Quincy, 549681-1	600.00
Control Panel with 11 Each Combination Starter & Start Stop	300.00
Loose Control Panel With 10 Each Starters	400.00
Transformer 150 KVA, MGM #80-4-14631-1	300.00
Transformer 30 KVA, Acme	75.00
Pulverizer, Braun Type UA G770-17	375.00
4' x 6' Tyler Screen	2,500.00
(2) 30,000 CFM Bag House, 9' x 12' Wheelabrator Fry	10,000.00
Ribbon Blender, Feeco	4,000.00
Hummer Electric Screen #8897	500.00
Welder, Lincoln Arc, #6304-012	100.00
Compressor KS63XCDP-2140	600.00
Space Heater #2243888	50.00
Battery Charger, Christik #6448	50.00
Total:	\$85,775.00

Olinghouse Equipment

	<u>Value</u>
Peerless pump and motor	\$ 3,000.00
Sump pump and motor	5,000.00
Switch gear and electrical house	12,000.00
Small gold room	2,000.00
Truck	3,000.00
Parts store shed	1,000.00
Welding set	1,000.00
Lighting	1,000.00
Sluices	1,000.00
Pipework	2,000.00
Forklift truck	4,000.00
Backhoe	8,000.00
Office trailer	3,000.00
Total:	\$46,000.00

NEW GOLD INC.

Exhibit "E"

Unsecured Creditors

Aggregate Transport System	\$	3,170.99
Alder, Green & Hasson		1,270.00
Allen Excavating, Inc.		640.00
Arco Coal Company		9,619.76 (Disputed)
Askew Associates		29,075.33 (Disputed)
Atlas Mine & Mill Supply, Inc.		4,000.00
Bancroft Bag Inc.		216.00
Barringer Laboratories, Inc.		2,173.75
Baumen, Brad		1,093.41
Bay Area Business Services		550.00
Becker Drills, Inc.		37,447.00
Bonder-Clegg, Inc.		632.44
CanAustra Capital Ltd.		1,000.00
CanAustra Investments Ltd.		1,110.99
Carl's Blueprinting		903.39
Carson Valley Oil Co.		16,079.77
Carson Equipment Co.		815.08
Cheek's Mini Storage		375.00
Clemens Storage		161.00
Crystal Springs		678.87
D & H Equipment Co.		4,246.84
Daar & Newman		4,361.26

Dacol Plant Pty Ltd.	41,752.82
Deer Valley Welding	852.00
Delta Rubber Co. Inc.	20,647.00
Dickson, David	5,000.00
East West Minerals Inc.	595,414.00
Emery & Associates	2,000.00
Ewart, Norman	4,879.00
Fernley Electric	12,530.87
Glover, Cameron	4,879.00
Glovonian Corporation	2,000.00
Gopher Ready Mix	543.18
Graham Equipment	52,271.65
Grainger	1,926.84
Gunderson, Mark A., Ltd.	3,469.01
Haase & Harris	1,088.78
Hadden Engineering	1,095.00
Headley Consulting	5,000.00
Hilti, Inc.	585.54
Howard, Kenneth	500.00
Hydraulic Depot, Inc.	559.88
Kaman Bearing & Supply	18,778.62 (Disputed)
King Bearings, Inc.	8,887.44
Kish Resources Plc.	350,000.00 (Disputed)
Knostman, R.	450.00

Krebs Engineers	650.76
Laprairie Mining Ltd.	185.00
Lumberjack Building Materials	4,200.91
Mega, Norman G.	1,044.00
Manke Truck Lines, Inc.	2,464.68
Mannion, William A.	500.00
Maskell-Robbins	36,838.25
McBride Machine, Inc.	1,977.38
Medium Ltd.	16,189.66
Metallurgy Int. Inc.	4,924.66
Midland Mining NL	549,955.83 (Disputed)
Mongolo, John	109,863.58
Mui, Matthew	1,500.00
Nalco Chemical Company	10,875.60
Nye County Assessor	7,675.89
Paco Pumps Inc.	6,782.92
Protzman, Paul	1,000.00
Rain for Rent	15,160.71
Ramelli Logging, Inc.	14,492.50
Shelton, Valerie	2,000.00
Sierra Environmental Monitoring	768.50
Skyline Labs. Inc.	94.12
Stone Brothers Welding	7,178.90
Superior Steel Fabrications	2,580.57
Vaughan Construction Co.	225,000.00 (Disputed)

Western Placer Mines, Inc.	32,000.00 (Disputed)
Western Nevada Supply	5,379.74
Wicks, Tony	12,567.47
William E. Nork, Inc.	1,492.48
Williams, Larry	900.00
WIPI	5,684.31
Woodhill Consultants Ltd.	5,000.00

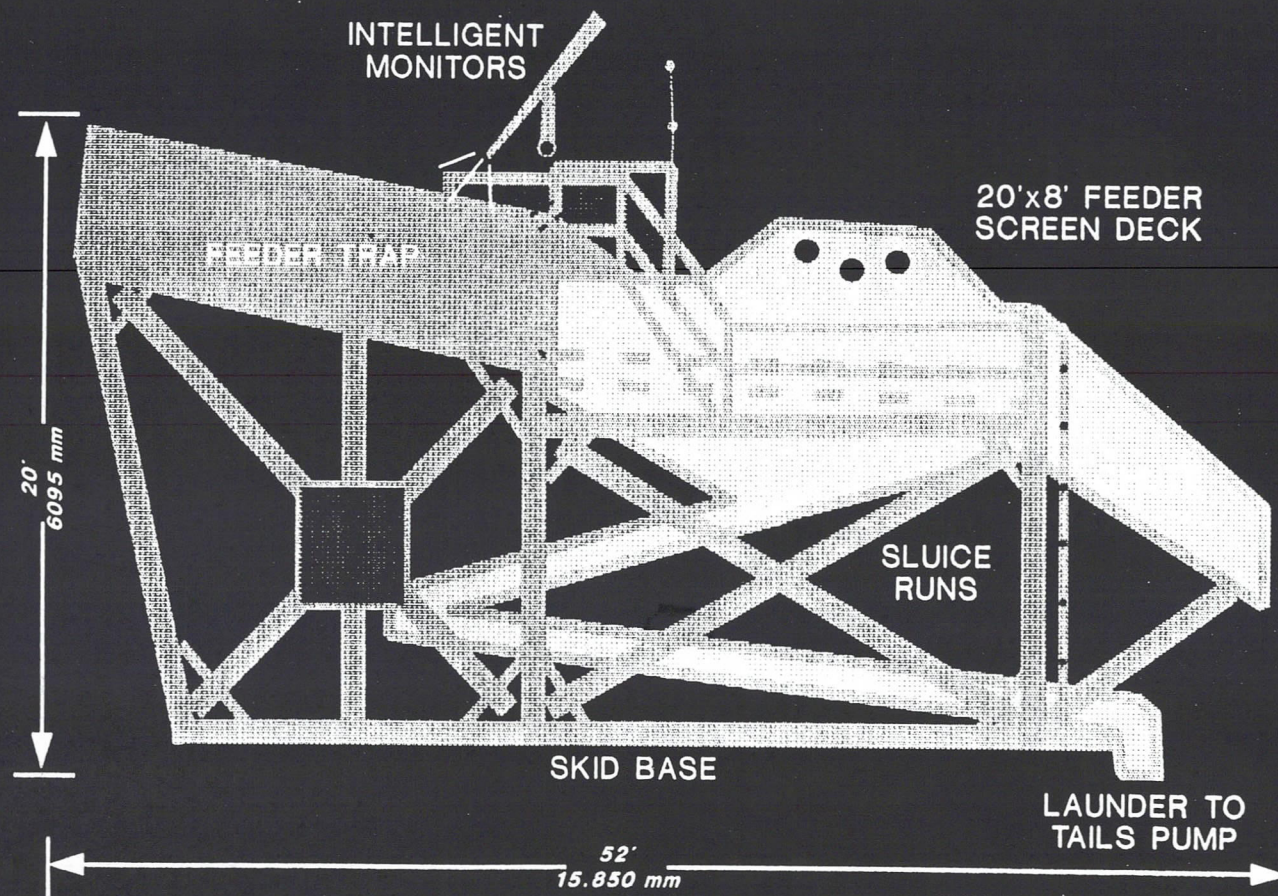
\$2,341,659.93
=====

(Disputed: \$1,214,429.54)



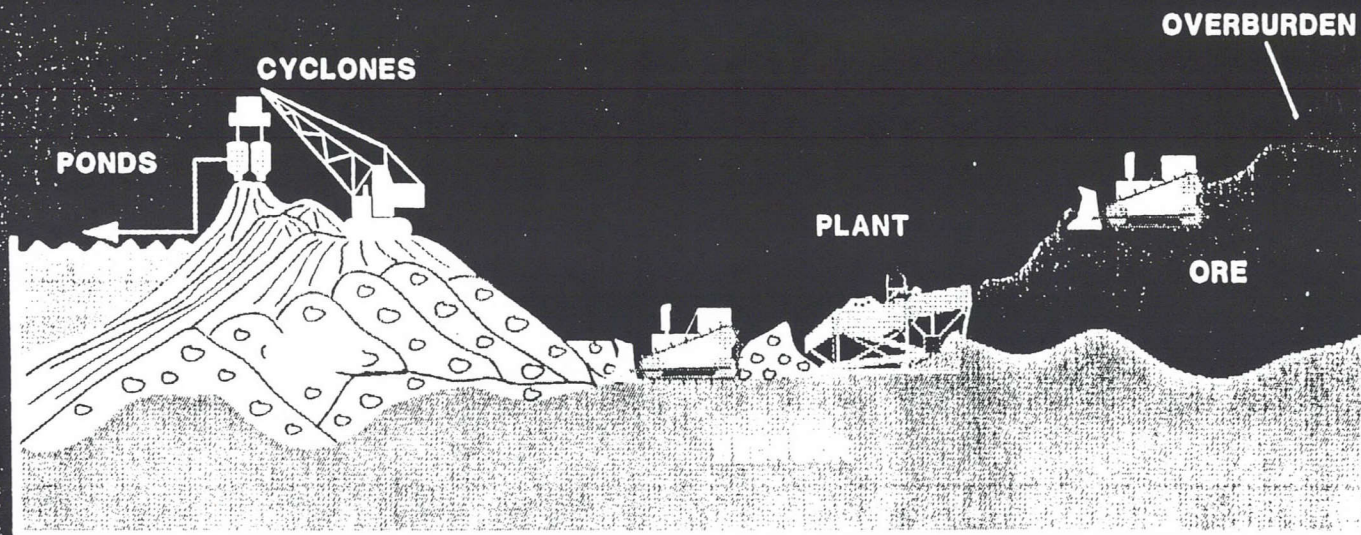
DACOL GOLD RECOVERY SYSTEM

SIDE ELEVATION - FOR OLINGHOUSE MINE, NEVADA, USA

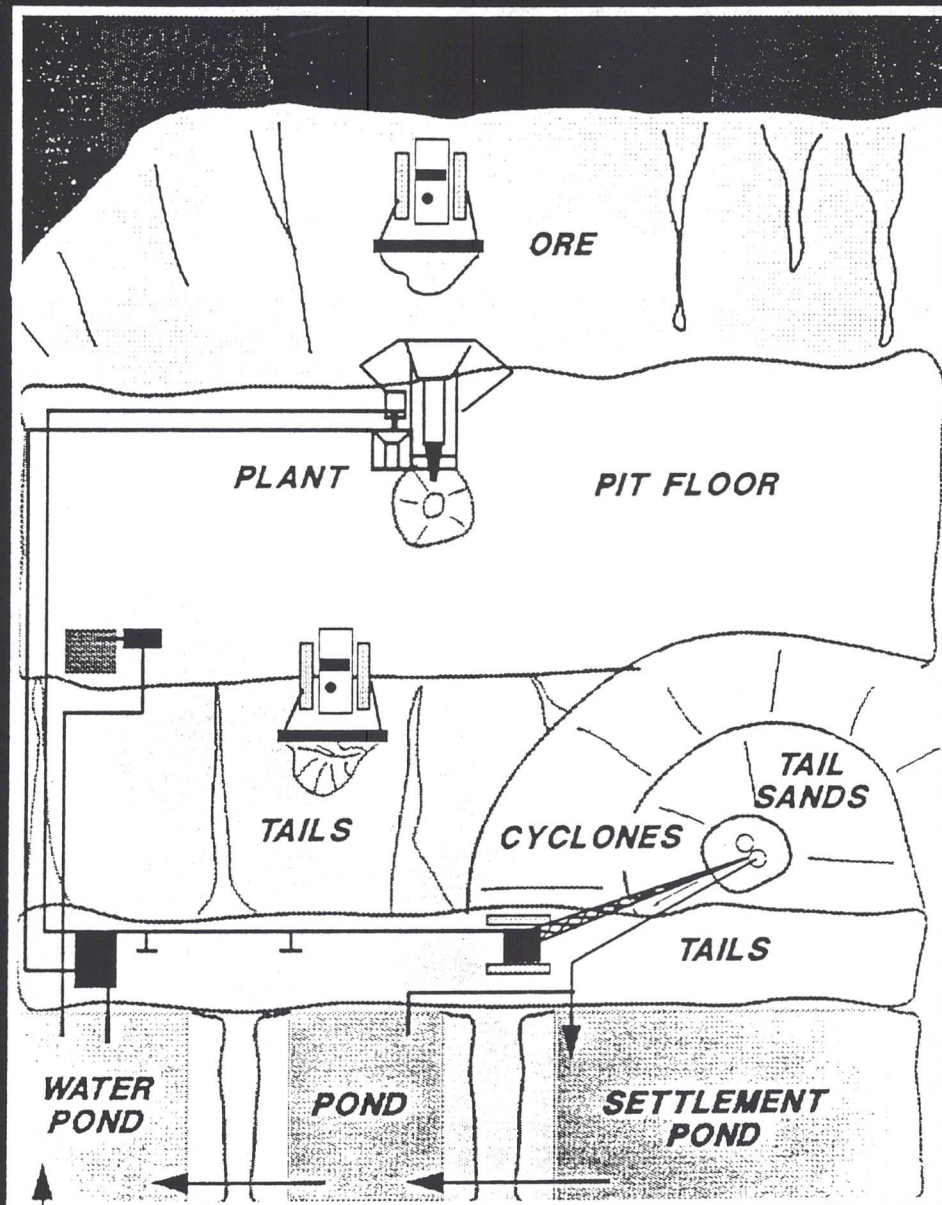


MINING METHOD SCHEMATIC

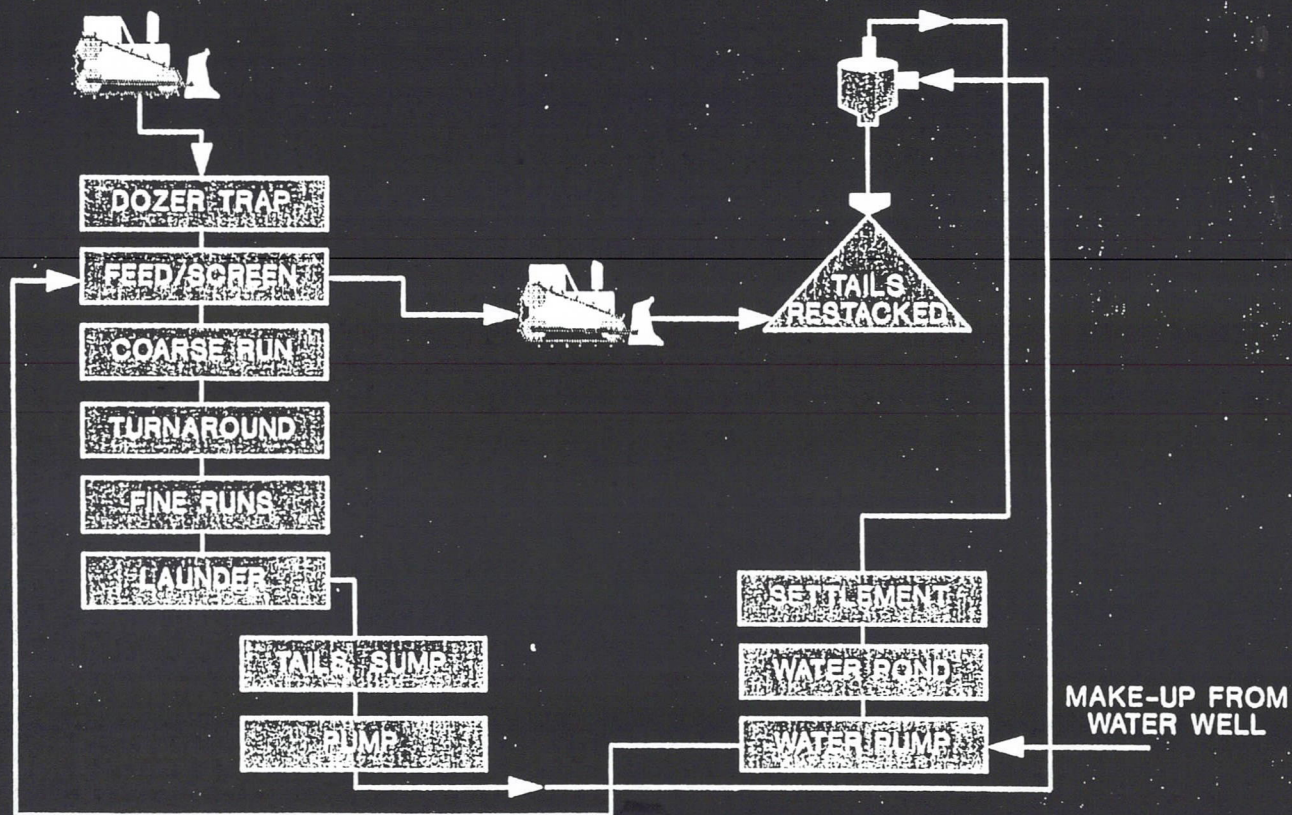
 **DACOL SYSTEM**



PLAN OF PIT LAYOUT

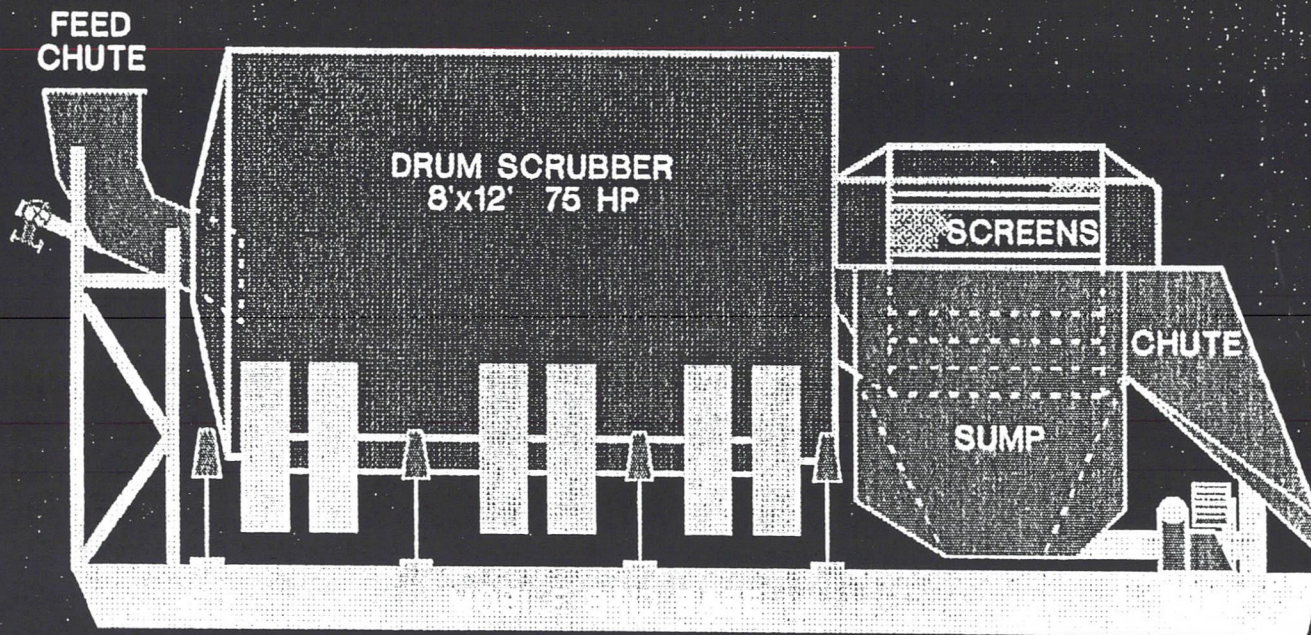


OLINGHOUSE PROJECT FLOW SHEET



CLAY BREAKER UNIT

SCHEMATIC ONLY



NOTES

1. OVERSIZE DISCHARGE FROM RAPID RECOVERY PLANT IS MUCKED OUT SEPARATELY.
2. +3/4" AND CLAY PULP IS PUMPED TO THIS UNIT.
3. -3/4" IS RECOVERED IN SLUICE SYSTEM IN RAPID RECOVERY PLANT.
4. UNIT IS DESIGNED TO BE HIGHLY PORTABLE AND OPERATE AT THE MINEFACE.
5. INTERNAL LIFTER SYSTEM FOR OVER-FLOW AND THROUGHPUT CONTROL.



DACOL 350 RAPID DRY LAND DREDGE

NOMINAL 350 YARDS PER HOUR CAPACITY

DOZER OR
EXCAVATOR FEED

COARSE RECOVERY
RUNS

FINE RECOVERY
RUNS

FEED BIN

SCRUBBER

SCRUBBER
TROMMEL

OVERSIZE STACKER

PUMP

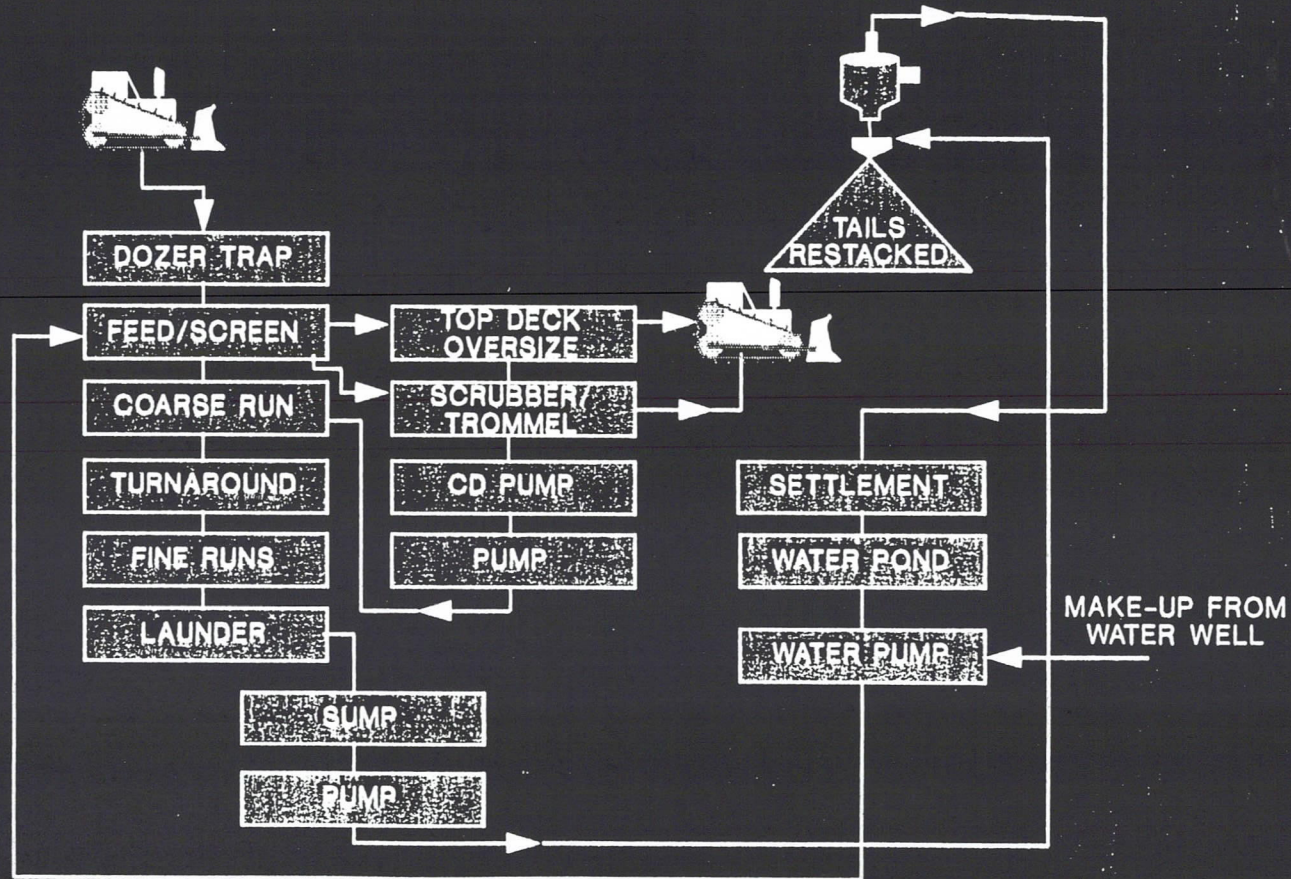
COLLECTION
SUMP

MOBILE TAILS PUMP
(IF REQUIRED)

TO TAILINGS
DAM

20 FEET

SECTION 17 FLOW SHEET



Sources and Application of Funds for Reorganized

Dec. 11, 1991

American Resource Corp. Inc. (Formerly New Gold Inc.) -Based on \$4,000,000 Debtors Certificates

Sources of Funds	Dec. 91	Jan. 92	Feb. 92	Mar. 92	Apr. 92	May 92	Jun 92	Jul 92	Aug 92	Sep 92	Nov 92	Oct. 92	Total
New Money	1710000	0	0	0	0	0	0	0	0	0	0	0	1710000
Exercise of Warrants(net 2/3)	0	0	0	4735500	3382500	5073750	6765000	0	0	0	0	0	19956750
Net Income Olinghouse	-61830	-78790	-77570	14810	-117240	262430	347590	333150	347590	375530	320050	375530	2041250
Net Income from Section 17	0	0	0	0	0	0	0	-103000	-105000	120000	271000	281000	464000
Ash Meadows-Operations	-20184	3220	-68006	22696	21696	-167142	50298	50298	58766	63846	70198	70198	155884
Net Income from Goldfield JV	0	0	0	-2560	-382998	-569089	-244530	-156436	-316928	588352	690678	759797	366286
Goldfield JV Management Fees	945	658	606	32778	53862	37100	35640	65013	88210	105147	112700	116200	648859
Total Sources	1628931	-74912	-144970	4803224	2957820	4637049	6953998	189025	72638	1252875	1464626	1602725	25343029

Application of Funds

Deposit on New Equipments	0	175000	0	0	0	0	0	0	0	0	0	0	175000
Equipment Lease-Butcher Boy	0	10000	10000	10000	25000	25000	25000	25000	25000	25000	25000	25000	230000
Bond - Butcher Boy Mine	0	100000	0	0	0	0	0	0	0	0	0	0	100000
Progres Pymts New Plant	0	100000	0	0	200000	200000	0	0	0	0	0	0	500000
New Water Wells	0	80000	0	0	80000	100000	0	100000	100000	200000	0	0	660000
Capital Exp.-Goldfield JV	0	0	0	0	917500	203500	152000	491500	511500	238500	198250	185750	2898500
Goldfield JV-Exercise Option	0	0	0	1000000	0	0	0	0	0	0	0	0	1000000
Engineering and													
Project Management	20000	30000	30000	30000	52000	30000	30000	30000	30000	30000	30000	30000	372000
Legal and Accounting													
costs for NASDAQ	30000	50000	10000	10000	0	0	0	0	0	0	0	0	100000
Travel and Publicity													
for NASDAQ	5000	50000	35000	0	0	0	0	0	0	0	0	0	90000
NASDAQ Fees	50000	0	0	0	0	0	0	0	0	0	0	0	50000
Ongoing Creditors	300000	0	0	0	0	0	0	0	0	0	0	0	300000
Contingencies	20000	20000	20000	20000	50000	50000	0	0	0	0	0	0	180000
Connection of Water/Power	0	20000	0	20000	0	0	0	0	0	0	0	0	40000
G/A Overheads	35000	35000	35000	45000	45000	45000	45000	45000	45000	45000	45000	45000	510000
Section 17 Capital Expense	0	0	0	10000	100000	200000	200000	20000	0	0	0	0	530000
Total Application	460000	670000	140000	1145000	1469500	853500	452000	711500	711500	538500	298250	285750	7735500

Net Surplus/(Deficit)	1168931	-744912	-284970	3658224	1488320	3783549	6501998	-522475	-638862	714375	1166376	1316975	17607529
Cumulative Surplus/(Deficit)	1168931	424019	139049	3797273	5285593	9069142	15571140	15048665	14409803	15124178	16290554	17607529	17607529

Note: Interest and Tax have not been included

Sources and Application of Funds for Reorganized

Dec. 11, 1991

American Resource Corp. Inc.(Formerly New Gold Inc.) - Based on \$7,500,000 Debtors Certificates

Sources of Funds	Dec.91	Jan. 92	Feb. 92	Mar. 92	Apr. 92	May 92	Jun. 92	Jul. 92	Aug. 92	Sep. 92	Oct. 92	Nov. 92	Total
New Money	4860000	0	0	0	0	0	0	0	0	0	0	0	4860000
Exercise of Warrants(net 2/3)	0	0	0	8410500	6007500	9011250	12015000	0	0	0	0	0	35444250
Net Income Olinghouse	-61830	-78790	-77570	14810	-117240	262430	347590	333150	347590	375530	320050	375530	2041250
Net Income from Section 17	0	0	0	0	0	0	0	-103000	-105000	120000	271000	281000	464000
Ash Meadows-Operations	-20184	3220	-68006	22696	21696	-167142	50298	50298	58766	63846	70198	70198	155884
Net Income from Goldfield JV	-9400	-2560	-382998	-569089	-244530	-156436	-316928	588352	690678	759797	800350	840902	1998138
Goldfield JV Management Fees	945	658	606	32778	53862	37100	35640	65013	88210	105147	112700	116200	648859
Total Sources	4769531	-77472	-527968	7911695	5721288	8987202	12131600	933813	1080244	1424320	1574298	1683830	45612381

Application of Funds

Deposit on New Equipments	0	175000	0	0	0	0	0	0	0	0	0	0	175000
Equipment Lease-Butcher Boy	0	10000	10000	10000	25000	25000	25000	25000	25000	25000	25000	25000	230000
Bond - Butcher Boy Mine	0	100000	0	0	0	0	0	0	0	0	0	0	100000
Progress Pymts New Plant	0	100000	0	200000	200000	0	0	0	0	0	0	0	500000
New Water Wells	80000	80000	0	0	100000	0	0	100000	100000	200000	0	0	660000
Capital Exp.-Goldfield JV	17500	27500	84000	833500	203500	152000	491500	511500	238500	198250	185750	183500	3127000
Goldfield JV-Exercise Option	0	1000000	0	0	0	0	0	0	0	0	0	0	1000000
Engineering and													
Project Management	20000	30000	52000	30000	30000	30000	30000	30000	30000	30000	30000	30000	372000
Legal and Accounting													
costs for NASDAQ	30000	50000	10000	10000	0	0	0	0	0	0	0	0	100000
Travel and Publicity													
for NASDAQ	5000	50000	35000	0	0	0	0	0	0	0	0	0	90000
NASDAQ Fees	50000	0	0	0	0	0	0	0	0	0	0	0	50000
Ongoing Creditors	300000	0	0	0	0	0	0	0	0	0	0	0	300000
Contingencies	20000	20000	20000	20000	50000	50000	0	0	0	0	0	0	180000
Connection of Water/Power	0	20000	0	20000	0	0	0	0	0	0	0	0	40000
G/A Overheads	35000	35000	35000	45000	45000	45000	45000	45000	45000	45000	45000	45000	510000
Section 17 Capital Expense	0	10000	10000	100000	200000	200000	20000	0	0	0	0	0	540000
Total Application	557500	1707500	256000	1268500	853500	502000	611500	711500	438500	498250	285750	283500	7974000

Net Surplus/(Deficit)	4212031	-1784972	-783968	6643195	4867788	8485202	11520100	222313	641744	926070	1288548	1400330	37638381
Cumulative Surplus/(Deficit)	4212031	2427059	1643091	8286286	13154074	21639276	33159376	33381689	34023433	34949503	36238051	37638381	37638381

Note: Interest and Tax have not been included

Nov.15, 1991

PROPOSED REORGANIZED " BALANCE SHEET" OF

AMERICAN RESOURCE CORPORATION, INC.

(Previously known as New Gold Inc.)

(Upon Confirmation, but before the Conversion of Warrants)

Based on \$4,000,000 Debtors Certificates

CURRENT ASSETS

Cash	\$1,710,000	
Accounts Receivable/	100,000	
Prepayments		\$ 1,810,000

FIXED ASSETS (Book values at November 1991)

Olinghouse Plant/Equip.-New	650,000	
Ash Meadows Land & Bldg.	193,000	
Ash Meadows Plant/Equip.	172,500	
*Fortune Cookie(Section 17)	500,000	
		1,515,500

INTANGIBLE ASSETS

**Acquisition of Technology	500,000	
Capital Raising Costs	604,000	
***Option to Purchase		
Goldfield Joint Venture	500,000	
		1,604,000

TOTAL ASSETS	\$ 4,929,500
	=====

CURRENT LIABILITIES

Sundry Creditors	\$ 300,000
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SHAREHOLDERS' EQUITY

Contributed Capital	4,629,500
---------------------	-----------

TOTAL LIABILITIES AND EQUITY	\$ 4,929,500
	=====

Number of Shares before exercise of warrants	6,553,773
Book Value per share before warrants exercised	\$0.71

- * Purchase pursuant to approval of the court for 200,000 shares against an appraised value of \$1,050,000.00
- ** Purchase pursuant to approval of the court for 200,000 shares against cost of \$500,000.00
- ***Pursuant to approval of the Court the option fee of \$500,000 to be settled by the issue of \$500,000 Debtors Certificates.

Nov.15, 1991

PROPOSED REORGANIZED " BALANCE SHEET" OF

AMERICAN RESOURCE CORPORATION, INC.

(Previously known as New Gold Inc.)

(Upon Confirmation, but before the Conversion of Warrants)

Based on \$7,500,000 Debtors Certificates

CURRENT ASSETS

Cash	\$4,860,000	
Accounts Receivable/	100,000	
Prepayments		\$ 4,960,000

FIXED ASSETS (Book values at November 1991)

Olinghouse Plant/Equip.-New	650,000	
Ash Meadows Land & Bldg.	193,000	
Ash Meadows Plant/Equip.	172,500	
*Fortune Cookie(Section 17)	500,000	
		1,515,500

INTANGIBLE ASSETS

**Acquisition of Technology	500,000	
Capital Raising Costs	954,000	
***Option to Purchase		
Goldfield Joint Venture	500,000	
		1,954,000

TOTAL ASSETS	\$ 8,429,500
	=====

CURRENT LIABILITIES

Sundry Creditors	\$ 300,000
------------------	------------

SHAREHOLDERS' EQUITY

Contributed Capital	8,129,500
---------------------	-----------

TOTAL LIABILITIES AND EQUITY	\$ 8,429,500
	=====

Number of Shares before exercise of warrants	10,553,773
Book Value per share before warrants exercised	\$0.77

- * Purchase pursuant to approval of the court for 200,000 shares against an appraised value of \$1,050,000.00
- ** Purchase pursuant to approval of the court for 200,000 shares against cost of \$500,000.00
- ***Pursuant to approval of the Court the option fee of \$500,000 to be settled by the issue of \$500,000 Debtors Certificates.

December 06, 1991

TOTAL REORGANISED SHARES STRUCTURE OF

AMERICAN RESOURCE CORPORATION, INC.
(Previously known as New Gold Inc.)

1)** Debtor's Certificates	4,000,000
2)** Secured Loans	460,000
3) Management Fess since Chapter 11	250,000
4) Professional Fees - Legal and Accounting	350,000
5)** Fee to Financial Asset Management Corp.	50,000
6) Acquisition of Section 17	200,000
7) Acquisition of Technology for new mining and processing system	200,000
8) Glover Mining Inc. Equipment net value	240,000
9) Creditors' equity (by agreement) at \$5/share*	
Kish (\$350K)	70,000
Midland (\$550K)	110,000
East West Minerals Inc. (\$532K)	106,000
Pre-filing Creditors (\$726K)	145,200
10) Existing shareholders at 20 old shares per one (1) new share (7,451,380 shares)	372,569

Total Shares before exercise of warrants 6,553,769
=====

11) Warrants

2,255,000	"A" transferable warrants will be issued at \$3.50 exercisable on or before 03/31/92 at election of Board of Directors.	\$7,892,500
1,127,500	"B.1" transferable warrants will be issued at \$5 exercisable on or before 04/30/92 at election of Board of Directors.	\$5,637,500
1,127,500	"B.2" transferable warrants will be issued at \$7.50 exercisable on or before 05/31/92 at election of Board of Directors.	\$8,456,250
1,127,500	"B.3" transferable warrants will be issued at \$10 exercisable on or before 06/30/92 at election of Board of Directors.	\$11,275,000

* To be issued at the election of the Board of directors up to six (6) months after the company's shares are listed on NASDAQ.

** These claims are entitled to warrants.

December 06, 1991

TOTAL REORGANISED SHARES STRUCTURE OF
AMERICAN RESOURCE CORPORATION, INC.
(Previously known as New Gold Inc.)

1)** Debtor's Certificates	7,500,000
2)** Secured Loans	460,000
3) Management Fess since Chapter 11	250,000
4) Professional Fees - Legal and Accounting	350,000
5)** Fee to Financial Asset Management Corp.	50,000
6) Acquisition of Section 17	200,000
7) Acquisition of Technology for new mining and processing system	200,000
8) Glover Mining Inc. Equipment net value	240,000
9) Creditors' equity (by agreement) at \$5/share*	

Kish (\$350K)	70,000
Midland (\$550K)	110,000
East West Minerals Inc. (\$532K)	106,000
Pre-filing Creditors (\$726K)	145,200

10) Existing shareholders at 20 old shares per one (1) new share (7,451,380 shares)	<u>372,569</u>
---	----------------

Total Shares before exercise of warrants	10,053,769 =====
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11) Warrants

4,005,000 "A" transferable warrants will be issued at \$3.50 exercisable on or before 03/31/92 at election of Board of Directors.	\$14,017,500
2,002,500 "B.1" transferable warrants will be issued at \$5 exercisable on or before 04/30/92 at election of Board of Directors.	\$10,012,500
2,002,500 "B.2" transferable warrants will be issued at \$7.50 exercisable on or before 05/31/92 at election of Board of Directors.	\$15,018,750
2,002,500 "B.3" transferable warrants will be issued at \$10 exercisable on or before 06/30/92 at election of Board of Directors.	\$20,025,000

* To be issued at the election of the Board of directors up to six (6) months after the company's shares are listed on NASDAQ.

** These claims are entitled to warrants.

NEW GOLD INC.

EXHIBIT "L"

Liquidation Analysis

	<u>Amount</u>	<u>Adjustment</u>	<u>Liquidation</u>
<u>Current Assets</u>			
Cash	1,708.00	0.00	1,708.00
Instal. Contracts	0.00	0.00	0.00
Accounts Receivable	95,133.00	-50,000.00 ¹	45,133.00
Prepays	59,258.00	-1,858.00 ²	57,400.00
Total Current Assets	156,099.00	-51,858.00	104,241.00
<u>Fixed Assets</u>			
Land/Building (Ash Meadows)	362,000.00	28,960.00 ³	333,040.00
Equipment (Ash Meadows)	204,875.00	204,875.00 ⁴	0.00
Mineral Lease (Ash Meadows)	10,000.00	10,000.00 ⁵	0.00
Olinghouse Equipment	46,000.00	46,000.00 ^{6,9}	0.00

¹ Discount based upon likelihood of recovery.

² Discount based upon loss of prepaid insurance premium.

³ Deduction for costs of sale estimated at 8% of value.

⁴ Deduction for costs of sale and payment of secured claims of CanAustra Capital Corp. and Medium Ltd.

⁵ Deduction for difficulty in marketing the lease absent a going concern, and payment of the secured claims of CanAustra Capital Corp. and Medium Ltd.

⁶ Deduction for difficulty in selling equipment absent a going concern, commissions and costs of sale, and payment of secured claims of CanAustra Capital Corp. and Medium Ltd.

Mineral Lease - Bowie	3,500.00	3,500.00 ⁷	0.00
Mineral Lease - Section 17	0.00	0.00 ⁸	0.00
Mineral Lease - Olinghouse (Mongolo)	30,000.00	0.00	30,000.00
Mineral Lease - Olinghouse (SFP Minerals)	5,000.00	0.00	5,000.00
	<hr/>	<hr/>	<hr/>
Total Fixed Assets	661,375.00		368,040.00

⁷ Deduction for difficulty in marketing and payment of secured claims of CanAustra Capital Corp. and Medium Ltd.

⁸ Lease has reverted to East West Minerals, Inc.

1 ALAN R. SMITH, ESQ.
2 State Bar #1449
3 Law Offices of Alan R. Smith
4 505 Ridge Street
5 Reno, Nevada 89501
6 (702) 786-4579

7 Attorneys for Debtor

RECEIVED AND FILED

1992 JAN -2 AM 10:12

U.S. BANKRUPTCY COURT
PATRICIA COAN CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

12 NEW GOLD INC., a
13 Nevada corporation,

ORDER APPROVING SECOND
AMENDED DISCLOSURE STATEMENT

14 Debtor.
15 _____/

16 Debtor's Second Amended Disclosure Statement having been filed
17 herein on December 31, 1991, and an Ex Parte Motion for Order
18 Approving Second Amended Disclosure Statement having been filed
19 therewith, the Court having considered said Ex Parte Motion for
20 Order Approving Second Amended Disclosure Statement, and having
21 determined that the Second Amended Disclosure Statement contains
22 "adequate information" as that term is defined in 11 U.S.C. § 1125,
23 it is hereby

24 ORDERED that Debtor's Second Amended Disclosure Statement
25 shall be, and the same hereby is, approved, and that the Debtor may
26 now solicit acceptances or rejections of its Second Amended Plan
27 of Reorganization pursuant to 11 U.S.C. § 1125, and it is hereby

28 FURTHER ORDERED that all claims listed as disputed on Exhibit

1 "E" attached to Debtor's Second Amended Disclosure Statement shall
2 file proofs of claim within thirty (30) days following the mailing
3 of this Order, such date to be prominently displayed in the Notice
4 of Hearing on confirmation of plan, or such claims shall be barred
5 from participating in or distribution under Debtor's Second Amended
6 Plan of Reorganization.

7 DATED this 2nd day of January, 1992.

8
9 JAMES H. THOMPSON

10 UNITED STATES BANKRUPTCY JUDGE
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1 ALAN R. SMITH, ESQ.
2 State Bar #1449
3 Law Offices of Alan R. Smith
4 505 Ridge Street
5 Reno, Nevada 89501
6 (702) 786-4579

7 Attorneys for Debtor

RECEIVED AND FILED

92 JAN 16 PM 2:39

U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT

9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

12 NEW GOLD INC., a
13 Nevada corporation,

FIRST SUPPLEMENT TO SECOND
AMENDED DISCLOSURE STATEMENT

14 Debtor.
15 _____/

Date: February 18, 1992
Time: 2:00 p.m.

16 The following is submitted as a supplement to the Debtor's
17 Second Amended Disclosure Statement filed December, 31, 1991, and
18 approved by Order of the Court entered on January 2, 1992.

19 1. Page 14, lines 10-11, of the Second Amended Disclosure
20 Statement should be amended to provide that Celex has been paid in
21 full.

22 2. The equipment rental from Rain for Rent is deleted from
23 the Second Amended Disclosure Statement and is deleted from the
24 Second Amended Plan of Reorganization [Section III 5(D) and 6(C)]
25 since the lease was month to month and has been terminated by the
26 Debtor.

27 3. Debtor has issued Debtor Certificates to Credit Suisse
28 Prime Metal Fund ("CSPMF") for \$100,000.00 and Credit Suisse Gold

1 Mines Fund ("CSGMF") for \$300,000.00. Under the terms of Debtor's
2 agreement, CSPMF and CSGMF have been granted options to purchase
3 300,000 shares and 200,000 shares respectively of Debtor's post-
4 confirmation common stock at the price per share at which Debtor
5 Certificates are converted into stock of the reorganized Debtor
6 upon confirmation of the plan of reorganization. The option to
7 purchase expires the latter of 30 days after confirmation of the
8 plan of reorganization or 15 days after the stock in the
9 reorganized Debtor is approved for listing on the National
10 Association of Securities Dealers Automated Quotation System.

11 DATED this 15th day of January, 1992.

12 LAW OFFICES OF ALAN R. SMITH

13
14 By  _____

15 ALAN R. SMITH

16 Attorneys for Debtor
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1 ALAN R. SMITH, ESQ.
2 Law Offices of Alan R. Smith
3 505 Ridge Street
4 Reno, Nevada 89501
5 (702) 786-4579
6 State Bar #1449

7 Attorneys for Debtor

File 139199

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1991 MAR 13 PM 2:06

U.S. BANKRUPTCY COURT
PATRICIA GRAY CLERK

8 UNITED STATES BANKRUPTCY COURT

9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

12 NEW GOLD INC., a
13 Nevada corporation,

AMENDED NOTICE OF HEARING ON
DEBTOR'S DISCLOSURE STATEMENT

14 Debtor.

Date: April 8, 1991
Time: 1:30 p.m.
Time Required: 20 minutes

15 TO: ALL CREDITORS AND PARTIES IN INTEREST

16 NOTICE IS HEREBY GIVEN that a Disclosure Statement was filed
17 herein on March 8, 1991, by the Law Offices of Alan R. Smith,
18 attorneys for Debtor. A hearing on the approval of said Disclosure
19 Statement will be held before a United States Bankruptcy Judge in
20 the U.S. Federal Building and Courthouse, Bankruptcy Courtroom,
21 300 Booth Street, Reno, Nevada 89509, on the 8th day of April,
22 1991, at 1:30 o'clock p.m. Any objection to Debtor's Disclosure
Statement must be served on Debtor's counsel and filed with the
Court not less than five (5) days before the time set for hearing.
In the absence of objections, or as is appropriate in the
particular circumstances, the Disclosure Statement may be approved.
Local Rule 965.

23 The attorneys for the Debtor will furnish to any creditor
24 or other party in interest a copy of the Disclosure Statement upon
written request addressed to the Law Offices of Alan R. Smith,
505 Ridge Street, Reno, Nevada 89501.

25 DATED this 12th day of March, 1991.

26 LAW OFFICES OF ALAN R. SMITH

27 By

28 ALAN R. SMITH

Attorneys for Debtor

ALAN R. SMITH
Attorney At Law
505 Ridge St.
Reno, NV 89501

U.S. Dept. of Interior
Bureau of Land Management
Arizona State Office
3707 N. 7th Street
Phoenix, AZ 85014



File 139199

RECEIVED
B.L.M. AZ STATE OFFICE

FEB 5 '91

9:00 A.M.
PHOENIX, ARIZONA

RECEIVED AND FILED

91 JAN 22 PM 3:01

BANKRUPTCY COURT
PATRICIA GRAY, CLERK

ALAN R. SMITH, ESQ.
Law Offices of Alan R. Smith
505 Ridge Street
Reno, Nevada 89501
(702) 786-4579
State Bar #1449

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

* * *

IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

NEW GOLD INC., a
Nevada corporation,

NOTICE OF HEARING ON
MOTION FOR APPROVAL OF
ASSUMPTION OF UNEXPIRED LEASE
(SFP MINERALS CORP.)

Debtor.

Date: 2-20-91
Time: 9:00 a.m.
Time Required: 10 minutes

NOTICE IS HEREBY GIVEN that a Motion for Approval of Assumption of Unexpired Lease (SFP Minerals Corp.) was filed herein on January 22, 1991, by ALAN R. SMITH, ESQ., attorney for Debtor. A copy of said Motion is transmitted herewith. Any opposing memorandum must be served and filed not less than five (5) days before the time set for hearing. In the absence of objections or as is appropriate in the particular circumstances, the relief requested may be granted without a hearing pursuant to 11 U.S. C. § 102. Local Rule 965.

NOTICE IS FURTHER GIVEN that the hearing on said Motion will be held before a United States Bankruptcy Judge in the U.S. Federal Building & Courthouse, Bankruptcy Courtroom, 300 Booth Street, Reno, Nevada 89509, on the 20 day of February, 1991.

DATED this 22 day of January, 1991.

PATRICIA GRAY, CLERK

By Patricia Gray
Bankruptcy Deputy Clerk

ALAN R. SMITH, ESQ.
Law Offices of Alan R. Smith
505 Ridge Street
Reno, Nevada 89501
(702) 786-4579
State Bar #1449

Attorneys for Debtor

RECEIVED AND FILED

91 JAN 22 PM 3:00

U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

* * *

IN RE:

NEW GOLD INC., a
Nevada corporation,

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

MOTION FOR APPROVAL OF
ASSUMPTION OF UNEXPIRED LEASE
(SFP MINERALS CORP.)

Date: 1-21-91
Time: 9:07 a.m.
Time Required: 10 minutes

Debtor.

The Motion of Debtor, NEW GOLD INC., respectfully represents:

1. Debtor filed its voluntary petition under Chapter 11 of the Bankruptcy Code on November 21, 1990, and is operating its business as a debtor-in-possession.

2. A placer mining lease was entered into on January 4, 1988, between SFP Minerals Corp., a Delaware corporation, as lessor, and Debtor as lessee. The lease allows Debtor to mine the following properties:

Section	Town ship	Range	County	Pet Name	Acreage
19	28N	35E	Pershing	Amer. Canyon	483.98
27	21N	23E	Pershing	Olinghouse	560.00
9	34N	40E	Humboldt	Gold Run	640.00

A copy of said Placer Mining Lease is attached hereto as Exhibit "A" and incorporated herein by reference.

3. The lease is for a term of ten years, and thereafter until certain substances cease to be produced in commercial quantities. The lease requires a royalty payment of 10% of the total of the leased substances removed. The lease also requires an advance royalty payment of \$10.00 per acre.

4. Debtor is current in its obligations under the lease, except for payments due in 1991.

5. Debtor wishes to assume the lease for the remaining term in order to effectively reorganize.

6. 11 U.S.C. § 365(a) requires a debtor-in-possession to obtain court approval of the assumption of any executory contract or unexpired lease of the Debtor. In addition, 11 U.S.C. § 365(d)(4) provides that if a debtor-in-possession does not assume or reject an unexpired lease of non-residential property under which the debtor is lessee within sixty (60) days after the date of the petition, or within such additional time as the Court fixes, then such lease is deemed rejected.

WHEREFORE, Debtor prays that it be permitted to assume the lease with SFP Minerals Corp. as set out herein, and that it have such other and further relief as is just.

DATED this 22^d day of January, 1991.

LAW OFFICES OF ALAN R. SMITH

By Alan R. Smith
ALAN R. SMITH
Attorney for Debtor

PLACER MINING LEASE

This MINING LEASE ("Lease") is dated and effective this 4th day of January, 1988 by and between SFP MINERALS CORPORATION, a Delaware corporation ("Lessor"), and NEW GOLD INC., a Nevada corporation ("Lessee").

In consideration of the mutual promises of Lessor and Lessee stated in this Lease, Lessor and lessee covenant and agree as follows:

1. a. Subject to the provisions of this Lease, Lessor hereby leases to Lessee all Leased Substances in the Leased Premises described in Exhibit I together with the exclusive right to explore for, develop, mine, remove and sell Leased Substances located in, upon and under the Leased Premises in a prudent manner by any means considered to be technically and economically feasible. Leased Substances include only minerals in the unconsolidated or cemented but previously unconsolidated sand and gravel material which comprises the surface sediments on the Leased Premises commonly known as "Placer Material". Leased Substances do not include the unconsolidated sand and gravel matrix material, consolidated material, parent material, disseminated mineral deposits, zones of rock or other formations held in place by adjoining rock, oil, gas, oil shale or any other hydrocarbons. Lessee's rights under this Lease shall not extend outside the legal boundaries, extended vertically downward, of the Leased Premises.

b. The rights of Lessee under this Lease shall be subject to:

(i) The rights of grantees, vendees, and licensees of the surface of the Leased premises under deeds, contracts of purchase, and other agreements made by Lessor and to the obligations of Lessor under the provisions of the deeds, contracts of purchase and other

agreements made prior to the date of this Agreement which are of public record; and

- (ii) all leases and agreements outstanding for the use of any portion of the Leased Premises for any purpose other than those permitted to Lessee by Paragraph 1.a.; and
- (iii) the right of Lessor to enter into deeds, leases, permits or other agreements with any person covering any portion of the Leased Premises for any purpose whatsoever not inconsistent with the rights of Lessee under this Lease; and
- (iv) the right of Lessor to construct, reconstruct, maintain and use pipelines, wirelines, conduits, ditches, flumes, roads, trails, railroad tracks, and appurtenances thereto in, over, upon, along and across the Leased Premises; and
- (v) the right of Lessor to use the Leased Premises for any and all purposes not detrimental to Lessee's use of the premises for the purpose permitted to Lessee by Paragraph 1.a.

2. This Lease shall be effective and in full force for a Term commencing with the date of this Lease and ending on the earliest of:

a. ten years from the date of this Lease and thereafter until

- (i) Leased Substances from the Leased Premises cease being produced in commercial quantities for any calendar year; (Commercial quantities shall mean the amount of Leased Substances necessary to generate revenues for Lessee equal to Lessee's costs of producing and selling, including all payments and royalties to Lessor, that amount of Leased Substances.) or

- (11) Lessee ceases to proceed diligently with actual construction of production facilities for removal of Leased Substances in commercial quantities; or
- b. the date of cancellation pursuant to Paragraph 18(d), or
- c. the date of surrender pursuant to Paragraph 17.
3. Lessee shall work and operate on the Leased Premises as a diligent, prudent operator during the Term in accordance with commonly accepted methods so as to discover, develop, mine and remove the maximum amount of Leased Substances consistent with good mining practices and with due regard to the development and preservation of the Leased Premises as mineral property. Lessee shall make no permanent alterations in watercourses which cross or border the Leased Premises. Prior to disposal of waste rock or tailings or the construction of buildings or other permanent structures upon the premises, Lessee shall determine, by drilling to reasonable depth and at reasonable spacing, that no economic or possibly economic ores or minerals occur at reasonable open pit depth beneath any site proposed for such disposal or construction. Lessee shall notify Lessor of its plans to dispose or construct and of the results of its drilling prior to commencing disposal or construction. Lessee shall not damage or cut any trees with a diameter of over 6" without the prior consent of Lessor. Lessee shall make any felled trees available for recovery by Lessor on the Leased Premises.
4. a. Lessor or its authorized representatives may enter, during ordinary business hours, into and upon all parts of the Leased Premises and Lessee's facilities off the Leased Premises where Leased Substances

- from the Leased Premises are weighed, sampled, assayed, processed or subjected to determination of moisture content, for the purposes of making inspections or visual surveys or taking samples. Lessee shall assist Lessor or its representatives in the conduct of any inspection, visual surveys or samplings. Lessee shall furnish summary reports to the Lessor, including maps, drill hole logs and assay reports showing all factual data concerning all of the mining, development and exploration work done or in progress upon the Leased Premises, together with all assays made. Lessee shall furnish such reports at quarterly intervals beginning with the first full calendar year after the date of this Lease. Each report shall be complete as of the preceding calendar quarter and shall be submitted within 30 days after the end of that quarter.
- b. Lessee shall maintain complete and accurate books and records of Lessee's activities on or related to the Leased Premises and the production or discovery of Leased Substances. Lessor shall have the right to inspect, review, and copy, at Lessor's expense during ordinary business hours, all books and records related to Lessee's activities on the Leased Premises.
- c. Lessor may at all times explore for, develop, mine, remove and process all substances other than Leased Substances. If Lessee encounters substances other than Leased Substances, which it recognizes may have commercial value to Lessor, Lessee shall report such substances to Lessor in the quarterly reports pursuant to Paragraph 4a. Lessee shall take reasonable steps as requested by Lessor to prevent the waste of

any substance which Lessor notifies Lessee as having commercial value to Lessor; however, any additional costs associated with taking such steps shall be borne by Lessor. If any portion of the Leased Premises is determined to contain any substance which Lessor or its designee desires to explore for, develop, mine, remove or process and Lessee has determined that Leased Substances which Lessee desires to mine exists under such portion, the Lessor or its designee and Lessee shall adjust the timing, planning, location and construction of their respective surface facilities and operations so as to permit the reasonable simultaneous exploration, development, mining, removing and processing of Leased Substances and Lessor's substance. Lessee shall not unreasonably interfere with the use or occupation of the Leased Premises by any person having the permission of Lessor to use or occupy the Leased Premises provided Lessee is given written notice of such permission by Lessor.

5. a. In the event Lessee removes Leased Substances from the Leased Premises, Lessee shall pay to Lessor production royalty equal to 10% of the Gross Value of the Leased Substances removed. Lessee shall pay Lessor production royalty by the 20th day of the month following the month in which Leased Substances were removed from the Leased Premises. "Gross Value" shall mean the total of all revenue received by Lessee for or through the sale of Leased Substances or, in the event Lessee removes but does not sell Leased Substances within 30 days after removal, the price received by Lessee in its last prior sale applied to the amount of Leased Substances removed but not sold.

- b. In lieu of the cash production royalty specified in Paragraph 5a, ~~Lessor shall have the right to take its production royalty in-kind~~ in all Leased Substances removed from the Leased Premises at or before disposition by Lessee. Production royalty in-kind shall be 10% by weight of the Leased Substances actually removed from the Leased Premises by Lessee. Lessor may elect to take production royalty in-kind by notice to Lessee at least 30 days prior to the first taking in-kind.

6. Beginning on the date of this Lease and continuing through Term on each anniversary date, Lessee shall pay to Lessor the sum of \$10.00 per acre as advance royalty for the Leased Premises. Advance royalty shall be creditable against production royalty paid to Lessor in the calendar year in which the advance royalty is paid.

7. a. Lessee shall, at its sole expense, discharge, remove, satisfy and take all other action to eliminate any and all liens and encumbrances except those resulting from taxes not yet due and payable which attach to or are imposed against any interest in any portion of the Leased Premises or any other properties of Lessor of whatever nature or type and arise out of Lessee's acts or omissions. Whenever any person threatens any action which might result in the imposition or attachment of any such lien or encumbrance, Lessee shall, at its sole expense, take all reasonable action necessary to prevent the imposition or attachment of any such lien or encumbrance.

- b. In the event Lessee fails to perform the obligations of Paragraph 7.a., Lessor may give Lessee written notice of the imposition or

attachment, or the threatened imposition or attachment of any such lien or encumbrance, and if Lessee does not begin and complete within a reasonable time the performance of its obligations under Paragraph 7.a., Lessor, after 15 days prior notice to Lessee may discharge, remove, satisfy and take such other action to eliminate such lien or encumbrance or threat. Lessee shall fully reimburse Lessor for all costs and expenses involved in such discharge, removal, satisfaction and action.

8. Lessee shall file with the proper taxing authorities any renderings or returns required covering its mineral estate in Leased Substances, its operations on the Leased Premises, the Leased Substances produced from the Leased Premises, and all personal property which Lessee may place upon or in the Leased Premises. Lessee shall pay all valid taxes, charges, rates and assessments which may be levied upon, or assessed in any respect upon or against, its mineral estate in Leased Substances, its operations on the Leased Premises, the Leased Substances produced from the Leased Premises, and all personal property which Lessee may place upon or in the Leased Premises, together with all increases in the taxes, charges, rates or assessments upon the Leased Premises by reason of the discovery or production of Leased Substances by Lessee or on account of all improvements and facilities erected upon or in the Leased Premises. In the event such taxes, charges, rates or assessments are included in the general amount of taxes, charges, rates or assessments charged Lessor or the Owner of the surface of the Leased Premises and Lessor pays such taxes or refunds the same to the Owner of the surface, then Lessee shall promptly repay or

refund to Lessor the amount or part of the tax, charge, rate or assessment for which Lessee is obligated under this Lease. All payments by Lessor on account of Lessee shall bear interest at the prevailing prime rate plus 1% per annum, commencing 30 days after written notice to Lessee and continuing until paid.

9. Lessee shall indemnify and hold Lessor harmless for and against payment of or responsibility for all expenses, liabilities, claims, demands, causes of action, damages, and expenditures of any kind or type whatsoever incurred in connection with or arising, in whole or in part, out of any act or omission of Lessee under this Lease, including but not limited to, any act or omission of Lessee in the development, construction, operation, and reclamation of the Leased Premises or performance of any of the terms and conditions of this Lease. Lessee shall assume all responsibility and expense for defense of any claims, demands, actions, or other legal proceedings of any kind or type whatsoever brought against or involving Lessor in connection with or arising, in whole or in part, out of any act or omission of Lessee under this Lease, including, but not limited to, any act or omission of Lessee in the development, construction, operation or reclamation of the Leased Premises or performance of any of the terms and conditions of this Lease. Nothing contained in this paragraph 9 shall affect Lessor's rights to participate in, initiate or prosecute any legal proceedings Lessor deems necessary to preserve or enforce its rights in the Leased Premises or pursuant to the terms of this Lease. For purposes of this Paragraph 9, "any act or omission of Lessee" shall include any act or omission of Lessee or anyone acting by, through, or under Lessee, including

any agent, employee, invitee, or licensee of Lessee, or any independent contractor employed by Lessee, or any agent, employee, or licensee of an independent contractor.

10. a. Lessee shall, at its expense, comply with all applicable statutes, regulations, rules and orders of all governmental bodies with jurisdiction over the Leased Premises or Lessee's activities on the Leased Premises, regardless of when they become or became effective including, without limitation, those relating to health, safety, noise, environmental protection, reclamation, waste disposal, and water and air quality. Lessee shall furnish Lessor with satisfactory evidence of such compliance upon request of Lessor. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Leased Premises due to Lessee's use and occupancy, Lessee, at its expense, shall clean and restore the Leased Premises to standards equal to or exceeding the standards imposed by any governmental body having jurisdiction over the Leased Premises. Lessee shall indemnify, hold harmless and defend Lessor against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorney's fees) incurred by Lessor as a result of Lessee's breach of this Paragraph 10, or as a result of any discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the Term, unless such liability, cost or expense is proximately caused solely by the active negligence of Lessor. Lessee shall pay all amounts due Lessor under this Paragraph 10 within 10 days after any such amounts become due.

b. Lessor may post notices of non-liability on the Leased Premises to the extent posting is permitted by applicable law; Lessee shall not disturb or damage any of Lessor's postings.

11. Lessee shall at Lessee's sole expense maintain insurance programs for public liability and workmen's compensation claims arising out of or related to its activities on or in the Leased Premises and its performance of this Lease. These programs shall include as a minimum, protection for Comprehensive General and Automobile Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, Product and Completed Operations Liability and Personal Injury and Property Damage with a combined single limit of at least \$1 million. The policy or policies providing coverage for any period after commencement of development and mining operations under this Lease shall also include protection against explosion. Lessor shall be named as an additional insured on each policy Lessee obtains. Each policy shall waive subrogation rights against the named insured. Prior to January 1 of each year during the Term, Lessee shall provide Lessor with evidence that required insurance is in effect.
12. Upon the expiration, termination or cancellation of this Lease, Lessee shall surrender the Leased Premises in good order and condition and in compliance with all governmental laws, ordinances, rules, regulations, requirements and orders affecting conditions of the activities of Lessee on the Leased Premises including, but not limited to, those relating to the reclamation, restoration, reconditioning or conservation of lands and waters or to air and water quality, which are in effect or which become effective during the Term. Lessee shall have 12 months from date of

- expiration, termination, or cancellation to remove all its machinery, tools, ~~facilities, and improvements from the Leased Premises; provided, however,~~ that no tools, machinery, facilities, or improvements shall be removed while Lessee may be in any manner indebted to Lessor under any obligation imposed by this Lease. Lessee shall not remove any timbers or improvements which may be necessary or desirable to leave in the Leased Premises to protect their value as a mining property or to prevent subsidence, unless prior written approval is obtained from Lessor to do so. When any mining operations on the Leased Premises are suspended and upon the expiration, termination or cancellation of this Lease, Lessee shall backfill or in some manner effectively close or blockade all shafts, tunnels, or other surface openings and shall fence all surface pits and depressions on the Leased Premises. Lessee shall also post appropriate warning signs at or near all such surface openings and provide such other safeguards to persons and property. Lessee shall comply with all requirements of the State of Nevada as they pertain to reclamation of the surface of the Leased Premises. Lessee shall restore property to safe and stable condition and, where possible and economically feasible, restore the property to an approximation of its original contour.
13. Any notice to be given to Lessor by Lessee shall be properly served if delivered in person or deposited in a United States Post Office, registered or certified mail postpaid, return receipt requested, addressed to

SFP Minerals Corporation
Box 27019
Albuquerque, New Mexico 87125

Any notice to be given to Lessee by Lessor shall be properly served if ~~delivered in person or deposited in a United States Post Office, registered~~ or certified mail postpaid, return receipt requested, addressed to

New Gold Inc.
1325 Airmotive Way, Suite 175A
Reno, Nevada 89502

Notices shall be effective upon personal delivery or upon the third business day after deposit with a United States Post Office.

14. a. Lessor represents that it has not made any transfer of whatever interest it may hold in the mineral estate in Leased Substances in the Leased Premises which transfer is effective as of the date of this Lease. Except for the representation with respect to transfer of its interest, Lessor excludes and disclaims all warranties and representations concerning or relating to its title to, or interest in, the Leased Premises or any mineral estate in Leased Substances in the Leased Premises. Lessee accepts the foregoing exclusion and disclaimer and shall not bring any action or raise any claim against Lessor in the event Lessee is denied entry to or occupancy of or is evicted from any portion of the Leased Premises or any mineral estate underlying the Leased Premises or in the event Lessee suffers any loss or expense arising out of or related to denial of entry to or occupancy of or eviction from any portion of the Leased Premises.
- b. If Lessor owns less than the entire mineral fee in the Leased Substances in the Leased Premises, then any payments accruing under this Lease shall be paid to Lessor only in the proportion of Lessor's

estate or interest to the entire mineral fee in the Leased Substances in the Leased Premises.

c. Lessor shall have no responsibility for obtaining or maintaining access to the Leased Premises for Lessee. Lessee may use whatever rights of access Lessor may have to the Leased Premises subject to the prior rights of other persons to use whatever rights of access Lessor may have to the Leased Premises and subject to the costs Lessor would incur in exercising whatever rights of access Lessor may have to the Leased Premises.

d. Lessor does not own the surface of the Leased Premises. Any amount which Lessor shall be required to pay to any Owners of the surface of the Leased Premises by reason of Lessee's activities on the Leased Premises shall be paid by Lessee to Lessor within 30 days after Lessor's demand. Upon Lessee's failure to pay any amounts to Lessor within 60 days after Lessor notifies Lessee of the amount and reason for payment, any amount so due shall become a lien upon all of Lessee's interest in any Leased Substances produced and the proceeds of the Leased Substances produced. Any payment by Lessor on account of Lessee shall bear interest at the rate of the prime rate plus one percentage point per annum commencing 30 days after written notice to Lessee and continuing until paid.

15. No termination, expiration or cancellation of this Lease shall release Lessee from any liability or obligation under this Lease, whether of indemnity or otherwise, resulting from or relating to any acts, omissions or events happening prior to the date of termination, expiration or cancellation.

16. a. Lessor may transfer any part of its interest in this Lease or in the Leased Premises to any person.

b. Lessee shall not assign any interest in this Lease, in whole or in part, without the prior consent of Lessor which shall not be unreasonably withheld. Consent to one assignment by Lessor shall not constitute consent to a subsequent assignment. Lessee agrees to pay Lessor 10% of any bonus or other cash consideration received by Lessee for any assignment or conveyance of this Lease within 30 days of Lessee's receipt of the consideration.

c. This Lease shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of Lessor and Lessee.

17. a. Subject to performance of Lessee's obligations under Paragraphs 10 and 12 with respect to the part to be surrendered, Lessee may surrender from time to time any part or all of the Leased Premises to Lessor by an appropriate written instrument, acceptable for recording with the Clerk of the County in which such part is located, provided that any lands retained must be contiguous and in units of not less than 40 acres. Upon surrender, all subsequent rights and obligations of Lessor and Lessee under this Lease shall cease as to the part of the Leased Premises surrendered; provided, however, the Lessee shall have first paid all taxes, royalties and other payments due and shall have performed all obligations of Lessee under this Lease with respect to the surrendered part of the Leased Premises arising out of events occurring prior to the date of surrender.

b. Notwithstanding the provisions of Paragraph 17.a., advance royalty as provided under Paragraph 6 shall never be less than \$6,000.00 for any calendar year during the Term.

18. a. This Lease concerns lands located in Nevada and will be performed in Nevada. This Lease and all matters arising out of or relating to this Lease shall be governed and construed according to the laws of Nevada. Lessor and Lessee agree Nevada would be the only appropriate and convenient forum for any judicial proceeding involving this Lease and agree that all judicial proceedings arising out of or relating to this Lease shall be brought in Nevada.

b. Except for the remedy of cancellation, all remedies available at law or in equity under the law of the State of Nevada shall be available to Lessor or Lessee. Lessor and Lessee intend that this Lease shall be specifically enforceable against either party in the event of breach by such party. Cancellation shall only be available pursuant to Paragraph 18.d.

c. Lessor and Lessee shall continue to perform and not withhold performance in any respect during periods of breach. Continuation of performance, including the receipt of any payment by a non-breaching party with knowledge of the breach, shall not constitute a waiver of any rights under this Lease including, but not limited to, the remedies provided in this Paragraph 18. Notwithstanding the foregoing, Lessor may seek and obtain appropriate judicial action including restraining orders, injunctions and other decrees, to prevent Lessee from continuing operations on the Leased Premises which cause or imminently threaten to

cause irreparable damage to the Leased Premises or waste of Leased Substances:

d. If Lessee shall default in any of its obligations under this Lease and if Lessee shall fail to commence to correct the default and to proceed with reasonable diligence to complete the remedy of the default within 30 days after the receipt of notice of default from Lessor, Lessor may cancel this Lease by written notice to Lessee; provided, however, that in the event Lessee shall fail to make any payment of any money to Lessor when due, Lessor may cancel this Lease upon written notice to Lessee and Lessee's failure to pay the full amount due within 10 business days after lessor's notice. In no event shall cancellation be the exclusive remedy of Lessor.

e. Commercial frustration, commercial impracticability or the occurrence of unforeseen events rendering performance of this Lease uneconomical shall not constitute an excuse of nonperformance of any obligation imposed by this Lease except that Lessee may suspend operations on the Leased Premises for such period of time not to exceed in the aggregate two years that a lack of market renders operations for the recovery of Leased Substances noncommercial, provided annual rental payments are made during any such suspensions. In the event Lessor or Lessee is prevented from performing any obligations under this Lease other than the payment of royalties, rentals or other monies due, by an event or occurrence which is beyond the reasonable control of the prevented party and the effects of which the prevented party cannot reasonably overcome through the exercise of due diligence performance of that

obligation shall be excused for so long as the effects of the event or occurrence prevent performance and the time for the performance of subsequent obligations shall be extended by the time for which performance was prevented.

19. a. Only written modifications of this Lease duly authorized and signed by Lessor and Lessee shall be effective. No writing shall constitute a modification of this Lease unless the writing is expressly identified as a modification with specific reference to the provisions of this Lease to be modified. No modification shall be effective prior to the date the modification is signed by Lessor and Lessee, unless the modification expressly so provides.
- b. No rights under this Lease shall be waived unless the party having the rights expressly waives them in a written instrument identified as a waiver.

Lessor:

SFP MINERALS CORPORATION

By *[Signature]*
Vice President

bw

Lessee:

NEW GOLD INC.

By *[Signature]*
President

CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

On this 24TH day of MAY, in the year 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared TONY D. S. WICKS, known to me (or proved to me based on satisfactory evidence) to be the PRESIDENT of the Corporation that executed the within instrument on behalf of the Corporation that executed the within instrument on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said
County and State

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } ss.

The foregoing instrument was acknowledged before me this 17th day of May, 1988 by K. Sageser, Vice President of SFP MINERALS CORPORATION, a Delaware corporation, on behalf of said corporation.

Laurie L. Frantz
Notary Public

My Commission Expires:

6-21-89



OFFICIAL SEAL
LAURIE L. FRANTZ
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 6-21-89

STATE OF NEVADA }
COUNTY OF WASHOE } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____, President of NEW GOLD INC., a _____ corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

Exhibit I.

LEASED PREMISES

The following described real property and interests in real property are situated in the County of Pershing, State of Nevada, and are subject to all outstanding interests which are of public record and those interests and uses which an actual inspection of the property would disclose.

Township 32 North, Range 32 East

Section 17: All * 640.00 acres

* Mineral rights only with right of surface entry.

HAJUBA

1 ALAN R. SMITH, ESQ.
2 Law Offices of Alan R. Smith
3 505 Ridge Street
4 Reno, Nevada 89501
5 (702) 786-4579
6 State Bar #1449

7 Attorneys for Debtor

RECEIVED
B.L.M. AZ STATE OFFICE

FEB 5 '91

9:00 A.M.
PHOENIX, ARIZONA

RECEIVED AND FILED
91 JAN 22 PM 2:56

BANKRUPTCY COURT
PATRICIA GRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:
12 NEW GOLD INC., a
13 Nevada corporation,

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

14 NOTICE OF HEARING ON
15 MOTION FOR APPROVAL OF
16 ASSUMPTION OF UNEXPIRED LEASES
17 (BUREAU OF LAND MANAGEMENT)

18 Debtor.

19 Date: 2-20-91
20 Time: 9:00 a.m.
21 Time Required: 10 minutes

22 NOTICE IS HEREBY GIVEN that a Motion for Approval of
23 Assumption of Unexpired Leases (Bureau of Land Management) was
24 filed herein on January 22, 1991, by ALAN R. SMITH, ESQ., attorney
25 for Debtor. A copy of said Motion is transmitted herewith. Any
26 opposing memorandum must be served and filed not less than five
27 (5) days before the time set for hearing. In the absence of
28 objections or as is appropriate in the particular circumstances,
the relief requested may be granted without a hearing pursuant to
11 U.S. C. § 102. Local Rule 965.

NOTICE IS FURTHER GIVEN that the hearing on said Motion will
be held before a United States Bankruptcy Judge in the U.S.
Federal Building & Courthouse, Bankruptcy Courtroom, 300 Booth
Street, Reno, Nevada 89509, on the 20th day of February,
1991.

DATED this 22 day of January, 1991.

PATRICIA GRAY, CLERK

By Patricia Gray
Bankruptcy Deputy Clerk

1 ALAN R. SMITH, ESQ.
2 Law Offices of Alan R. Smith
3 505 Ridge Street
4 Reno, Nevada 89501
5 (702) 786-4579
6 State Bar #1449

7 Attorneys for Debtor

RECEIVED AND FILED
91 JAN 22 PM 2:55
U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF NEVADA

10 * * *

11 IN RE:
12 NEW GOLD INC., a
13 Nevada corporation,

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

14 MOTION FOR APPROVAL OF
15 ASSUMPTION OF UNEXPIRED LEASES
16 (BUREAU OF LAND MANAGEMENT)

17 Debtor.
18 _____/

Date: 2-20-91
Time: 9:00 a.m.
Time Required: 10 minutes

19 The Motion of Debtor, NEW GOLD INC., respectfully represents:

20 1. Debtor filed its voluntary petition under Chapter 11 of
21 the Bankruptcy Code on November 21, 1990, and is operating its
22 business as a debtor-in-possession.

23 2. Bowie Zeolite Lease

24 The Company leases from the Bureau of Land Management
25 ("BLM") 680 acres in the Bowie district comprising a portion of
26 its zeolite mines, consisting of six state mineral leases, 16
27 placer claims and 18 lode claims described as follows:

28 Graham County

T.11 S., R.29 E.:	Section 25 -	Placer claims 15-16	
		Lode claims 17-18	
	Section 36 -	State mineral lease	83534
		" " "	83535

1 T.11 S., R.30 E.: Sections 30/31 - Placer claims 9-14
2 Lode claims 10-16

3 Cochise County

4 T.12 S., R.29E.: Section 1 - State mineral lease 83530
5 " " " 83531
6 " " " 83532
7 " " " 83533

8 T.12 S., R.30E.: Section 6 - Placer claims 1-8
9 Lode claims 1-9

10 The leases require annual reports to the BLM of the
11 improvements on the leased property. The Company is current in
12 all of its requirements to maintain the leases in good standing.

13 3. Ash Meadows Zeolite Leases

14 The Company has 12 leases, 120 lode claims and 123 placer
15 claims comprising a portion of the Ash Meadows mine, more
16 specifically described in Exhibit "A" attached hereto and
17 incorporated by reference herein. The leases require annual
18 reports or assessments to the BLM, which are current.

19 4. Collectively attached hereto as Exhibit "B" and
20 incorporated by reference herein are copies of the notarized page
21 portions of the Affidavits of Labor for the Bowie Zeolite and Ash
22 Meadows properties. The attached affidavits are for the annual
23 assessment work at each of the respective properties for the 1989-
24 1990 assessment year, and have been filed with the U.S. Bureau of
25 Land Management and the respective county offices as required by
26 law to validate the current ownership of the respective claims.

27 5. The Debtor is current in all payments under the
28 provisions of these leases, and is prepared to pay to the lessor
all lease payments as they become due.

6. Debtor wishes to assume the leases for the remaining

1 terms in order to effectively reorganize.

2 7. 11 U.S.C. § 365(a) requires a debtor-in-possession to
3 obtain court approval of the assumption of any executory contract
4 or unexpired lease of the Debtor. In addition, 11 U.S.C.
5 § 365(d)(4) provides that if a debtor-in-possession does not
6 assume or reject an unexpired lease of non-residential property
7 under which the debtor is lessee within sixty (60) days after the
8 date of the petition, or within such additional time as the Court
9 fixes, then such lease is deemed rejected.

10 WHEREFORE, Debtor prays that it be permitted to assume the
11 lease with the Bureau of Land Management, and that it have such
12 other and further relief as is just.

13 DATED this 22nd day of January, 1991.

14 LAW OFFICES OF ALAN R. SMITH

15 By 
16

17 ALAN R. SMITH
18 Attorney for Debtor
19
20
21
22
23
24
25
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27
28

THE FOLLOWING DESCRIBED UNPATENTED LODE CLAIMS LOCATED IN TOWNSHIP 13 N., RANGE 6 EAST, SECTIONS 9, 10, 15, 16, AND 22, SAN BERNARDINO MERIDIAN, UNKNOWN MINING DISTRICT, INYO COUNTY, STATE OF CALIFORNIA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER AND FILED IN THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

89 6188

Claim Name and Number	Recording Data		BLM Serial Number
	Book	Page	
G.A. No. 14	120	173	CA MC 2120
G.A. No. 14 (AMENDED)	82	2996	
G.A. No. 15	120	179	CA MC 2121
G.A. No. 15 (AMENDED)	82	2997	
G.A. No. 16	120	180	CA MC 2122
G.A. No. 16 (AMENDED)	82	2998	
G.A. No. 17	120	181	CA MC 2123
G.A. No. 17 (AMENDED)	82	2999	
G.A. No. 18	120	182	CA MC 2124
G.A. No. 18 (AMENDED)	82	3000	
G.A. No. 20	120	183	CA MC 2125
G.A. No. 20 (AMENDED)	82	3001	
G.A. No. 21	120	184	CA MC 2126
G.A. No. 21 (AMENDED)	82	3002	
G.A. No. 22	120	185	CA MC 2127
G.A. No. 22 (AMENDED)	82	3003	
G.A. No. 23	120	186	CA MC 2128
G.A. No. 23 (AMENDED)	82	3004	
G.A. No. 24	120	187	CA MC 2129
G.A. No. 24 (AMENDED)	82	3005	
G.A. No. 25	120	188	CA MC 2130
G.A. No. 25 (AMENDED)	82	3006	
G.A. No. 26	120	189	CA MC 2131
G.A. No. 26 (AMENDED)	82	3007	
G.A. No. 27	120	190	CA MC 2132
G.A. No. 27 (AMENDED)	82	3008	
G.A. No. 28	120	191	CA MC 2133
G.A. No. 28 (AMENDED)	82	3009	
G.A. No. 29	120	192	CA MC 2134
G.A. No. 29 (AMENDED)	82	3010	
G.A. No. 30	120	193	CA MC 2135
G.A. No. 30 (AMENDED)	82	3011	
G.A. No. 31	120	194	CA MC 2136
G.A. No. 31 (AMENDED)	82	3012	
G.A. No. 32	120	195	CA MC 2137
G.A. No. 32 (AMENDED)	82	3013	
G.A. No. 33	120	196	CA MC 2138
G.A. No. 33 (AMENDED)	82	3014	
G.A. No. 34	120	197	CA MC 2139
G.A. No. 34 (AMENDED)	82	3015	
G.A. No. 35	120	198	CA MC 2140
G.A. No. 35 (AMENDED)	82	3016	
G.A. No. 36	123	429	CA MC 8703
G.A. No. 36 (AMENDED)	82	3017	
G.A. No. 37	123	603	CA MC 8704
G.A. No. 37 (AMENDED)	82	3018	
G.A. No. 38	123	609	CA MC 8705
G.A. No. 38 (AMENDED)	82	3019	
G.A. No. 39	123	610	CA MC 8706
G.A. No. 39 (AMENDED)	82	3020	
G.A. No. 40	123	611	CA MC 8707
G.A. No. 40 (AMENDED)	82	3021	
G.A. No. 41	123	612	CA MC 8708
G.A. No. 41 (AMENDED)	82	3022	
G.A. No. 42	123	613	CA MC 8709
G.A. No. 42 (AMENDED)	82	3023	
G.A. No. 43	123	614	CA MC 8710
G.A. No. 43	82	3024	
G.A. No. 43	123	615	CA MC 8711

G.A. No. 44 (AMENDED)	82	3025	CA MC 8712
G.A. No. 45	123	616	
G.A. No. 45 (AMENDED)	82	3026	CA MC 8713
G.A. No. 46	123	617	
G.A. No. 46	82	3027	CA MC 8714
G.A. No. 47	123	618	
G.A. No. 47 (AMENDED)	82	3028	CA MC 8715
G.A. No. 83A	123	619	
G.A. No. 83A (AMENDED)	82	3029	CA MC 8716
G.A. No. 84A	123	620	
G.A. No. 84A (AMENDED)	82	3030	CA MC 8717
G.A. No. 85	123	430	
G.A. No. 85 (AMENDED)	82	3031	CA MC 10576
G.A. No. 101	123	757	
G.A. No. 101 (AMENDED)	82	3032	CA MC 10577
G.A. No. 102	123	758	
G.A. No. 102 (AMENDED)	82	3033	CA MC 10578
G.A. No. 103	123	759	
G.A. No. 103 (AMENDED)	82	3034	CA MC 25955
G.A. No. 104	125	525	
G.A. No. 104 (AMENDED)	82	3035	CA MC 25956
G.A. No. 105	125	626	
G.A. No. 105 (AMENDED)	82	3036	CA MC 25957
G.A. No. 106	125	627	
G.A. No. 106 (AMENDED)	82	3037	CA MC 25958
G.A. No. 107	125	628	
G.A. No. 107 (AMENDED)	82	3038	CA MC 25959
G.A. No. 108	125	629	
G.A. No. 108 (AMENDED)	82	3039	CA MC 25960
G.A. No. 109	125	630	
G.A. No. 109	82	3040	CA MC 25961
G.A. No. 110	125	631	
G.A. No. 110	82	3041	CA MC 25962
G.A. No. 111	125	632	
G.A. No. 111 (AMENDED)	82	3042	CA MC 25963
G.A. No. 112	125	633	
G.A. No. 112 (AMENDED)	82	3043	CA MC 25964
G.A. No. 113	125	634	
G.A. No. 113 (AMENDED)	82	3044	CA MC 25965
G.A. No. 114	125	635	
G.A. No. 114 (AMENDED)	82	3045	CA MC 81692
G.A. No. 115	129	656	
G.A. No. 115 (AMENDED)	82	3046	CA MC 81693
G.A. No. 116	129	657	
G.A. No. 116 (AMENDED)	82	3047	CA MC 81694
G.A. No. 117	129	658	
G.A. No. 117 (AMENDED)	82	3048	CA MC 81695
G.A. No. 118	129	659	
G.A. No. 118 (AMENDED)	82	3049	CA MC 81696
G.A. No. 119	129	660	
G.A. No. 119 (AMENDED)	82	3050	CA MC 81697
G.A. No. 120	129	661	
G.A. No. 120 (AMENDED)	82	3051	CA MC 81698
G.A. No. 121	129	662	
G.A. No. 121 (AMENDED)	82	3052	CA MC 81699
G.A. No. 122	129	663	
G.A. No. 122 (AMENDED)	82	3053	CA MC 81700
G.A. No. 123	129	664	
G.A. No. 123 (AMENDED)	82	3054	CA MC 81701
G.A. No. 124	129	665	
G.A. No. 124 (AMENDED)	82	3055	

89 6188

THE FOLLOWING DESCRIBED UNPATENTED MINING CLAIMS LOCATED IN TOWNSHIPS 18 AND 19 SOUTH, RANGE 50 EAST, SECTIONS 2, 25, 26, AND 34-36, MOUNT DIABLO MERIDIAN, UNKNOWN MINING DISTRICT, NYE COUNTY, STATE OF NEVADA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER AND FILED IN THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

Claim Name and Number	Recording Data		BLM Serial Number
	Book	Page	
G.A. No. 5	193	534	N MC 2916
G.A. No. 5 (AMENDED)	346	152-153	
G.A. No. 6	193	535	N MC 2917
G.A. No. 6 (AMENDED)	346	154-155	
G.A. No. 7	193	536	N MC 2918
G.A. No. 7 (AMENDED)	346	156-157	
G.A. No. 8	193	537	N MC 2919
G.A. No. 8 (AMENDED)	346	158-159	
G.A. No. 10	193	539	N MC 2921
G.A. No. 10 (AMENDED)	346	160-161	
G.A. No. 11	193	540	N MC 2922
G.A. No. 11 (AMENDED)	346	162-163	
G.A. No. 12	193	541	N MC 2923
G.A. No. 12 (AMENDED)	346	164-165	
G.A. No. 13	193	542	N MC 2924
G.A. No. 13 (AMENDED)	346	166-167	
G.A. No. 43	212	419	N MC 16103
G.A. No. 43 (AMENDED)	346	168-169	
G.A. No. 49	212	420	N MC 16104
G.A. No. 49 (AMENDED)	346	170-171	
G.A. No. 50	212	421	N MC 16105
G.A. No. 50 (AMENDED)	346	172-173	
G.A. No. 51	212	422	N MC 16105
G.A. No. 51 (AMENDED)	346	174-175	
G.A. No. 52	212	423	N MC 16107
G.A. No. 52 (AMENDED)	346	176-177	
G.A. No. 53	212	424	N MC 16108
G.A. No. 53 (AMENDED)	346	178-179	
G.A. No. 54	212	425	N MC 16109
G.A. No. 54 (AMENDED)	346	180-181	
G.A. No. 55	212	426	N MC 16110
G.A. No. 55 (AMENDED)	346	182-183	
G.A. No. 56	212	427	N MC 16111
G.A. No. 56 (AMENDED)	346	184-185	
G.A. No. 57	212	428	N MC 16112
G.A. No. 57 (AMENDED)	346	186-187	
G.A. No. 58	212	429	N MC 16113
G.A. No. 58 (AMENDED)	346	188-189	
G.A. No. 59	212	430	N MC 16114
G.A. No. 59 (AMENDED)	346	190-191	
G.A. No. 60	212	431	N MC 16115
G.A. No. 60 (AMENDED)	346	192-193	
G.A. No. 61	212	432	N MC 16116
G.A. No. 61 (AMENDED)	346	194-195	
G.A. No. 62	212	433	N MC 16117
G.A. No. 62 (AMENDED)	346	196-197	
G.A. No. 63	212	434	N MC 16118
G.A. No. 63 (AMENDED)	346	198-199	
G.A. No. 64	212	435	N MC 16119
G.A. No. 64 (AMENDED)	346	200-201	
G.A. No. 65	212	436	N MC 16120
G.A. No. 65 (AMENDED)	346	202-203	
G.A. No. 66	212	437	N MC 16121
G.A. No. 66 (AMENDED)	346	204-205	
G.A. No. 67	212	438	N MC 16122
G.A. No. 67 (AMENDED)	346	206-207	
G.A. No. 68	212	439	N MC 16123
G.A. No. 68 (AMENDED)	346	208-209	
G.A. No. 69	212	440	N MC 16124
G.A. No. 69 (AMENDED)	346	210-211	

G.A. No. 70	212	441	N MC 16125
—A. No. 71 (AMENDED)	346	21	
—A. No. 72	212		
G.A. No. 71 (AMENDED)	346	214-215	N MC 16126
G.A. No. 72	212	443	N MC 16127
G.A. No. 72 (AMENDED)	346	216-217	
G.A. No. 73	212	444	N MC 16128
G.A. No. 73 (AMENDED)	346	218-219	
G.A. No. 74	212	445	N MC 16129
G.A. No. 74 (AMENDED)	346	220-221	
G.A. No. 75	212	446	N MC 16130
G.A. No. 75 (AMENDED)	346	222-223	
G.A. No. 76	212	447	N MC 16131
G.A. No. 76 (AMENDED)	346	224-225	
G.A. No. 77	212	448	N MC 16132
G.A. No. 77 (AMENDED)	346	226-227	
G.A. No. 78	212	449	N MC 16133
G.A. No. 78 (AMENDED)	346	228-229	
G.A. No. 79	212	450	N MC 16134
G.A. No. 79 (AMENDED)	346	230-231	
G.A. No. 80	212	451	N MC 16135
G.A. No. 80 (AMENDED)	346	232-233	
G.A. No. 81	212	452	N MC 16136
G.A. No. 81 (AMENDED)	346	234-235	
G.A. No. 82	212	453	N MC 16137
G.A. No. 82 (AMENDED)	346	236-237	
G.A. No. 83	212	454	N MC 16138
G.A. No. 83 (AMENDED)	346	238-239	
G.A. No. 84	212	455	N MC 16139
G.A. No. 84 (AMENDED)	346	240-241	
G.A. No. 125	299	471	N MC 186164
G.A. No. 125 (AMENDED)	346	242-243	
G.A. No. 126	299	472	N MC 186165
G.A. No. 126 (AMENDED)	346	244-245	
G.A. No. 127	299	473	N MC 186166
G.A. No. 127 (AMENDED)	346	246-247	
G.A. No. 128	299	474	N MC 186167
G.A. No. 128 (AMENDED)	346	248-249	
G.A. No. 129	299	475	N MC 186168
G.A. No. 129 (AMENDED)	346	250-251	
G.A. No. 130	299	476	N MC 186169
G.A. No. 130 (AMENDED)	346	252-253	
G.A. No. 131	299	477	N MC 186170
G.A. No. 131 (AMENDED)	346	254-255	
G.A. No. 132	299	478	N MC 186171
G.A. No. 132 (AMENDED)	346	256-257	
G.A. No. 133	299	479	N MC 186172
G.A. No. 133 (AMENDED)	346	258-259	
G.A. No. 134	299	480	N MC 186173
G.A. No. 134 (AMENDED)	346	260-261	
G.A. No. 135	299	481	N MC 186174
G.A. No. 136	299	482	N MC 186175
G.A. No. 137	299	483	N MC 186176
G.A. No. 138	299	484	N MC 186177
G.A. No. 139	299	485	N MC 186178

OFFICIAL RECORDS
 NYE CO. NEV.
 RECORD REQUESTED BY
 Richard Knostman
 '89 SEP 18 P3:46
 244052
 HAGMA LYDON
 RECORDER
 FEE 34.00 SEP 7/89
 State fee 75.00

EXHIBIT A

THE FOLLOWING DESCRIBED UNPATENTED PLACER MINING CLAIMS LOCATED IN TOWNSHIPS 18 AND 19 SOUTH, RANGE 50 EAST, SECTIONS 2, 3, 25, 26 AND 34-36, MOUNT DIABLO MERIDIAN, UNKNOWN MINING DISTRICT, NYE COUNTY, STATE OF NEVADA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

Claim Name and Number	Recording Data		BLM Serial Number
	Book	Page	
GAP No. 20	194	14	N MC 2925
GAP No. 20 (AMENDED)	346	58	
GAP No. 21	194	15	N MC 2925
GAP No. 21 (AMENDED)	346	60	
GAP No. 22	194	15	N MC 2927
GAP No. 22 (AMENDED)	346	62	
GAP No. 23	194	17	N MC 2928
GAP No. 23 (AMENDED)	346	64	
GAP No. 24	194	18	N MC 2929
GAP No. 24 (AMENDED)	346	66	
GAP No. 25	194	20	N MC 2931
GAP No. 25 (AMENDED)	346	68	
GAP No. 37A	212	456	N MC 16070
GAP No. 37A (AMENDED)	346	70-71	
GAP No. 39	212	457	N MC 16071
GAP No. 39 (AMENDED)	346	72-73	
GAP No. 40	212	458	N MC 16072
GAP No. 40 (AMENDED)	346	74-75	
GAP No. 41	212	459	N MC 16073
GAP No. 41 (AMENDED)	346	76-77	
GAP No. 42	212	460	N MC 16074
GAP No. 42 (AMENDED)	346	78-79	
GAP No. 43	212	461	N MC 16075
GAP No. 43 (AMENDED)	346	80-81	
GAP No. 44	212	462	N MC 16076
GAP No. 44 (AMENDED)	346	82-83	
GAP No. 45	212	463	N MC 16077
GAP No. 45 (AMENDED)	346	84-85	
GAP No. 46	212	464	N MC 16078
GAP No. 46 (AMENDED)	346	86-87	
GAP No. 46B	346	51	N MC 244773
GAP No. 47	212	465	N MC 16079
GAP No. 47 (AMENDED)	346	88-89	
GAP No. 48	212	466	N MC 16080
GAP No. 48 (AMENDED)	346	90-91	
GAP No. 48B	346	52	N MC 244774
GAP No. 48C	346	53	N MC 244775
GAP No. 49	212	467	N MC 16081
GAP No. 49 (AMENDED)	346	92	
GAP No. 50	212	468	N MC 16082
GAP No. 50 (AMENDED)	346	94-95	
GAP No. 50B	346	54	N MC 244776
GAP No. 51	212	469	N MC 16083
GAP No. 51 (AMENDED)	346	96-97	
GAP No. 52	212	470	N MC 16084
GAP No. 52 (AMENDED)	346	98-99	
GAP No. 53	212	471	N MC 16085
GAP No. 53 (AMENDED)	346	100-101	
GAP No. 54	212	472	N MC 16086
GAP No. 54 (AMENDED)	346	102-103	
GAP No. 55	212	473	N MC 16087
GAP No. 55 (AMENDED)	346	104-105	
GAP No. 55B	346	55	N MC 244777
GAP No. 56	212	474	N MC 16088
GAP No. 56 (AMENDED)	346	105-107	
GAP No. 57	212	475	N MC 16089
GAP No. 57 (AMENDED)	346	108-109	
GAP No. 58	212	476	N MC 16090
GAP No. 58 (AMENDED)	346	110-111	

GAP No. 59	212	477	N MC 16091
GAP No. 59 (AMENDED)	346	112-113	
GAP No. 60	212	478	N MC 16092
GAP No. 60	346	114-115	
GAP No. 61	212	479	N MC 16093
GAP No. 61 (AMENDED)	346	116-117	
GAP No. 62	212	480	N MC 16094
GAP No. 62 (AMENDED)	346	118-119	
GAP No. 63	212	481	N MC 16095
GAP No. 63 (AMENDED)	346	120-121	
GAP No. 64	212	482	N MC 16096
GAP No. 64 (AMENDED)	346	122-123	
GAP No. 65	212	483	N MC 16097
GAP No. 65 (AMENDED)	346	124-125	
GAP No. 66	212	484	N MC 16098
GAP No. 66 (AMENDED)	346	126-127	
GAP No. 67	212	485	N MC 16099
GAP No. 67 (AMENDED)	346	128-129	
GAP No. 68	212	486	N MC 16100
GAP No. 68 (AMENDED)	346	130-131	
GAP No. 69	212	487	N MC 16101
GAP No. 69 (AMENDED)	346	132-133	
GAP No. 70	212	488	N MC 16102
GAP No. 70 (AMENDED)	346	134-135	
GAP No. 93B	346	56	N MC 244778
GAP No. 99B	346	57	N MC 244779
GAP No. 100	299	455	N MC 186149
GAP No. 100 (AMENDED)	346	136-137	
GAP No. 101	299	457	N MC 186150
GAP No. 101 (AMENDED)	346	138-139	
GAP No. 102	299	458	N MC 186151
GAP No. 102 (AMENDED)	346	140-141	
GAP No. 103	299	459	N MC 186152
GAP No. 103	346	142-143	
GAP No. 104	299	460	N MC 186153
GAP No. 104 (AMENDED)	346	144-145	
GAP No. 105	299	461	N MC 186154
GAP No. 105 (AMENDED)	346	146-147	
GAP No. 106	299	462	N MC 186155
GAP No. 106 (AMENDED)	346	148-149	
GAP No. 107	299	463	N MC 186156
GAP No. 107 (AMENDED)	346	150-151	
GAP No. 108	299	464	N MC 186157
GAP No. 109	299	455	N MC 186158
GAP No. 110	299	456	N MC 186159
GAP No. 111	299	457	N MC 186160
GAP No. 112	299	463	N MC 186161
GAP No. 113	299	469	N MC 186162
GAP No. 114	299	470	N MC 186163

OFFICIAL RECORDS
 NYC CO. REV.
 RECORD REQUESTED BY
 Richard Knostman
 89 SEP 18 P3:46
 244051
 NAOMA LYDON
 RECORDER

FEE 30.00 SEP tap
 State Fee 76.45

THE FOLLOWING DESCRIBED UNPATENTED PLACES MINING CLAIMS LOCATED IN TOWNS 23 NORTH, RANGE 6 EAST, SECTIONS 2, 10, 13, 16, AND 22, SAN BERNARDINO MERIDIAN, UNKNOWN MINING DISTRICT, INYO COUNTY, STATE OF CALIFORNIA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER AND FILED IN THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

89 6189

Claim Name and Number	Recording Data		BLM Serial Number
	Book	Page	
CAP No. 1	120	203	CA MC 2141
CAP No. 1 (AMENDED)	32	2936	
CAP No. 2	120	209	CA MC 2142
CAP No. 2 (AMENDED)	32	2937	
CAP No. 3	120	210	CA MC 2143
CAP No. 3 (AMENDED)	32	2937	
CAP No. 4	120	211	CA MC 2144
CAP No. 4 (AMENDED)	32	2941	
CAP No. 5	120	212	CA MC 2145
CAP No. 5 (AMENDED)	32	2943	
CAP No. 6	120	213	CA MC 2146
CAP No. 6 (AMENDED)	32	2944	
CAP No. 7	120	214	CA MC 2147
CAP No. 7 (AMENDED)	32	2945	
CAP No. 8	120	215	CA MC 2148
CAP No. 8 (AMENDED)	32	2946	
CAP No. 9	120	216	CA MC 2149
CAP No. 9 (AMENDED)	32	2947	
CAP No. 10	120	217	CA MC 2150
CAP No. 10 (AMENDED)	32	2948	
CAP No. 11	120	218	CA MC 2151
CAP No. 11 (AMENDED)	32	2949	
CAP No. 12	120	219	CA MC 2152
CAP No. 12 (AMENDED)	32	2950	
CAP No. 13	120	220	CA MC 2153
CAP No. 13 (AMENDED)	32	2951	
CAP No. 14	120	221	CA MC 2154
CAP No. 14 (AMENDED)	32	2952	
CAP No. 15	120	222	CA MC 2155
CAP No. 15 (AMENDED)	32	2953	
CAP No. 16	120	223	CA MC 2156
CAP No. 16 (AMENDED)	32	2954	
CAP No. 17	120	224	CA MC 2157
CAP No. 17 (AMENDED)	32	2955	
CAP No. 18	120	225	CA MC 2158
CAP No. 18 (AMENDED)	32	2956	
CAP No. 19	120	226	CA MC 2159
CAP No. 19 (AMENDED)	32	2957	
CAP No. 20	123	621	CA MC 3720
CAP No. 20 (AMENDED)	32	2958	
CAP No. 21	123	622	CA MC 3721
CAP No. 21 (AMENDED)	32	2959	
CAP No. 22	123	623	CA MC 3722
CAP No. 22 (AMENDED)	32	2960	
CAP No. 23	123	624	CA MC 3723
CAP No. 23 (AMENDED)	32	2961	
CAP No. 24	123	625	CA MC 3724
CAP No. 24 (AMENDED)	32	2962	
CAP No. 25	123	626	CA MC 3725
CAP No. 25 (AMENDED)	32	2963	
CAP No. 26	123	627	CA MC 3726
CAP No. 26 (AMENDED)	32	2964	
CAP No. 27	123	628	CA MC 3727
CAP No. 27 (AMENDED)	32	2965	
CAP No. 28	123	629	CA MC 3728
CAP No. 28 (AMENDED)	32	2966	
CAP No. 29	123	630	CA MC 3729
CAP No. 29 (AMENDED)	32	2967	
CAP No. 30	123	631	CA MC 3730

GAP No. 73 (AMENDED)	82	2968	CA MC 3733
GAP No. 72	123	434	
GAP No. 72 (AMENDED)	82	2970	CA MC 25956
GAP No. 75	125	614	
GAP No. 75 (AMENDED)	82	2971	CA MC 25957
GAP No. 76	125	615	
GAP No. 76	82	2972	CA MC 25963
GAP No. 77	125	616	
GAP No. 77 (AMENDED)	82	2973	CA MC 25969
GAP No. 78	125	617	
GAP No. 78 (AMENDED)	82	2974	CA MC 25970
GAP No. 79	125	618	
GAP No. 79 (AMENDED)	82	2975	CA MC 25971
GAP No. 80	125	619	
GAP No. 80 (AMENDED)	82	2976	CA MC 25972
GAP No. 81	125	620	
GAP No. 81 (AMENDED)	82	2977	CA MC 25973
GAP No. 82	125	621	
GAP No. 82 (AMENDED)	82	2978	CA MC 25974
GAP No. 83	125	622	
GAP No. 83 (AMENDED)	82	2979	CA MC 25975
GAP No. 84	125	623	
GAP No. 84 (AMENDED)	82	2980	CA MC 25976
GAP No. 85	125	624	
GAP No. 85 (AMENDED)	82	2981	CA MC 31691
GAP No. 86	129	655	
GAP No. 86 (AMENDED)	82	2982	CA MC 31678
GAP No. 87	129	642	
GAP No. 87 (AMENDED)	82	2983	CA MC 31679
GAP No. 88	129	643	
GAP No. 88 (AMENDED)	82	2984	CA MC 31680
GAP No. 89	129	644	
GAP No. 89	82	2985	CA MC 31681
GAP No. 90	129	645	
GAP No. 90 (AMENDED)	82	2986	CA MC 31682
GAP No. 91	129	646	
GAP No. 91 (AMENDED)	82	2987	CA MC 31683
GAP No. 92	129	647	
GAP No. 92 (AMENDED)	82	2988	CA MC 31684
GAP No. 93	129	648	
GAP No. 93 (AMENDED)	82	2989	CA MC 31685
GAP No. 94	129	649	
GAP No. 94 (AMENDED)	82	2990	CA MC 31686
GAP No. 95	129	650	
GAP No. 95 (AMENDED)	82	2991	CA MC 31687
GAP No. 96	129	651	
GAP No. 96 (AMENDED)	82	2992	CA MC 31688
GAP No. 97	129	652	
GAP No. 97 (AMENDED)	82	2993	CA MC 31689
GAP No. 98	129	653	
GAP No. 98 (AMENDED)	82	2994	CA MC 31690
GAP No. 99	129	654	
GAP No. 99 (AMENDED)	82	2995	CA MC 10579
GAP No. 2A	123	760	
GAP No. 2A (AMENDED)	82	2938	CA MC 10580
GAP No. 3A	123	761	
GAP No. 3A (AMENDED)	82	2940	CA MC 10581
GAP No. 4A	123	762	
GAP No. 4A (AMENDED)	82	2942	CA MC 112834
GAP No. 35B	82	2934	
GAP No. 38A	82	2935	CA MC 112835
GAP No. 69A	123	632	CA MC 3771
GAP No. 69A (AMENDED)	82	2969	

89 61

STATE OF ARIZONA)
COUNTY OF GRAHAM)

AFFIDAVIT OF ANNUAL ASSESSMENT LABOR PERFORMED
(BOWIE LOBE CLAIMS)

The affiant, Richard W. Knostman, being duly sworn, deposes and says:

1. That I am a citizen of the United States of America residing at 13760 Tabeguache Road, Nathrop, Colorado, am personally acquainted with the unpatented mining claims described on Exhibit A attached hereto and made part hereof by this reference, which claims are situated in the Bowie Mining District, Graham County, Arizona, and which claims form a contiguous group of unpatented claims.

2. That for the assessment year commencing September 1, 1989, and ending September 1, 1990, New Gold, Inc., a Nevada corporation, 100 Shoreline Highway, Building A, Suite 175, Mill Valley, California 94941, expended in excess of \$900.00 for work, labor and improvements performed or made upon or for the benefit of all the claims described in Exhibit A.

3. That such labor, work and improvements were performed at the expense of New Gold, Inc., as owners of said claims.

4. That such work, labor and improvements were conducted during the month of August, 1990 and consisted of a geochemical survey; which included geologic mapping, sampling, geochemical analyses, data compilation and report preparation.

5. That such work, labor and improvements were done at the following claims: Corral Nos. 12, 13, 14, & 18.

6. That such work, labor and improvements were made by:

Richard W. Knostman
13760 Tabeguache Road
Nathrop, Colorado 81236

The above being a graduate geologist with more than 10 years experience with zeolite characteristics, occurrences, and deposits.

7. That the work, labor and improvements made and performed were for the benefit of the entire group of claims for the purpose of complying with the laws of the United States pertaining to annual assessment work and for the purpose of said claims.

Affiant

ACKNOWLEDGMENT

The foregoing instrument was sworn to and subscribed before me this 23rd day of November, 1990, by R. W. Knostman, the Affiant.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission expires: 9-14-92

STATE OF ARIZONA }
County of Graham }

ss.

I hereby certify that the within instrument was filed and recorded

11-29-90 9:44 AM

at the request of New Gold Inc

In DOCKET No. 430 Page 916-19 and indexed in ADL

When recorded, mail to:

Witness my hand and official seal.

SHIRLEY NGLE

By

Fee No.

4563

Fee

14.00

Exhibit "B" - Page 1

DOCKET 430 PAGE 916

STATE OF ARIZONA)

) AFFIDAVIT OF ANNUAL ASSESSMENT LABOR PERFORMED
COUNTY OF GRAHAM) (BOWIE PLACER CLAIMS)

The affiant, Richard W. Knoetman, being duly sworn, deposes and says:

1. That I am a citizen of the United States of America residing at 13760 Tabeguache Road, Nathrop, Colorado, am personally acquainted with the unpatented mining claims described on Exhibit A attached hereto and made part hereof by this reference, which claims are situated in the Bowie Mining District, Graham County, Arizona, and which claims form a contiguous group of unpatented claims.

2. That for the assessment year commencing September 1, 1989, and ending September 1, 1990, New Gold, Inc., a Nevada corporation, 100 Shoreline Highway, Building A, Suite 175, Mill Valley, California 94941, expended in excess of \$800.00 for work, labor and improvements performed or made upon or for the benefit of all the claims described in Exhibit A.

3. That such labor, work and improvements were performed at the expense of New Gold, Inc., as owners of said claims.

4. That such work, labor and improvements were conducted during the month of August, 1990 and consisted of a geochemical survey; which included geologic mapping, sampling, geochemical analyses, data compilation and report preparation.

5. That such work, labor and improvements were done at the following claims: Artesian Nos. 10, 11, 12 & 16.

6. That such work, labor and improvements were made by:

Richard W. Knoetman
13760 Tabeguache Road
Nathrop, Colorado 81236

The above being a graduate geologist with more than 10 experience with zeolite characteristics, occurrences and deposits.

7. That the work, labor and improvements made and performed were for the benefit of the entire group of claims for the purpose of complying with the laws of the United States pertaining to annual assessment work and for the purpose of said claims.

R.W. Knoetman
Affiant

ACKNOWLEDGMENT

The foregoing instrument was sworn to and subscribed before me this 23rd day of December, 1990, by R. W. Knoetman, the Affiant.

In witness whereof, I have hereunto set my hand and official seal.

Annette Huffman
Notary Public

My commission expires: 9-14-92

STATE OF ARIZONA

County of Graham

at the request of New Gold Inc.

In DOCKET No. 430 Page 912-15 and indexed in ADL

When recorded, mail to:

DOCKET 430 PAGE 912

ss. I hereby certify that the within instrument was filed and recorded
11-29-90 9:43 AM

Fee No.

4562

Fee

\$14.00

Witness my hand and official seal.

SHIRLEY AMBLE,

By *Shirley Amble*

Exhibit "B" - Page 2

COUNTY OF COCHISE
The affiant, Richard W. Knostman, being duly sworn, deposes and says:

1. That I am a citizen of the United States of America residing at 13760 Tabeguache Road, Nathrop, Colorado, am personally acquainted with the unpatented mining claims described on Exhibit A attached hereto and made part hereof by this reference, which claims are situated in the Bowie Mining District, Cochise County, Arizona, and which claims form a contiguous group of unpatented claims.

2. That for the assessment year commencing September 1, 1989, and ending September 1, 1990, New Gold, Inc., a Nevada corporation, 100 Shoreline Highway, Building A, Suite 175, Mill Valley, California 94941, expended in excess of \$900.00 for work, labor and improvements performed or made upon or for the benefit of all the claims described in Exhibit A.

3. That such labor, work and improvements were performed at the expense of New Gold, Inc., as owners of said claims.

4. That such work, labor and improvements were conducted during the month of August, 1990 and consisted of a geochemical survey; which included geologic mapping, sampling, geochemical analyses, data compilation and report preparation.

5. That such work, labor and improvements were done at the following claims: Corral Nos. 4, 7 & 9.

RECEIVED
B.L.M. AZ STATE OFFICE

6. That such work, labor and improvements were made by:

DEC 10 1990

Richard W. Knostman
13760 Tabeguache Road
Nathrop, Colorado 81236

7:45 A.M.

The above being a graduate geologist with more than 10 years experience with zeolite characteristics, occurrences and deposits.

PHOENIX, ARIZONA

7. That the work, labor and improvements made and performed were for the benefit of the entire group of claims for the purpose of complying with the laws of the United States pertaining to annual assessment work and for the purpose of said claims.

Richard W. Knostman
Affiant

ACKNOWLEDGMENT

The forgoing instrument was sworn to and subscribed before me this 23rd day of November, 1990, by R. W. Knostman, the Affiant.

In presence whereof, I have hereunto set my hand and official seal.

Carlette Huffer
Notary Public

My commission expires: 9-14-92

901122619

NOV 29 1990 4PM P
5- 2

STATE OF ARIZONA)

AFFIDAVIT OF ANNUAL ASSESSMENT LABOR PERFORMED
COUNTY OF COCHISE) (BOWIE PLACER CLAIMS)

The affiant, Richard W. Knostman, being duly sworn, deposes and says:

1. That I am a citizen of the United States of America residing at 13760 Tabeguache Road, Nathrop, Colorado, am personally acquainted with the unpatented mining claims described on Exhibit A attached hereto and made part hereof by this reference, which claims are situated in the Bowie Mining District, Cochise County, Arizona, and which claims form a contiguous group of unpatented claims.

2. That for the assessment year commencing September 1, 1989, and ending September 1, 1990, New Gold, Inc., a Nevada corporation, 100 Shoreline Highway, Building A, Suite 175, Mill Valley, California 94941, expended in excess of \$800.00 for work, labor and improvements performed or made upon or for the benefit of all the claims described in Exhibit A.

3. That such labor, work and improvements were performed at the expense of New Gold, Inc., as owners of said claims.

4. That such work, labor and improvements were conducted during the month of August, 1990 and consisted of a geochemical survey; which included geologic mapping, sampling, geochemical analyses, data compilation and report preparation.

5. That such work, labor and improvements were done at the following claims: Artesian Nos. 4, 6 & 8.

RECEIVED
B.L.M. AZ STATE OF

6. That such work, labor and improvements were made by:

Richard W. Knostman
13760 Tabeguache Road
Nathrop, Colorado 81236

DEC 10 1990

7:45 A.M.
PHOENIX, ARIZ.

The above being a graduate geologist with more than 10 years experience with realite characteristics, occurrences and deposits.

7. That the work, labor and improvements made and performed were for the benefit of the entire group of claims for the purpose of complying with the laws of the United States pertaining to annual assessment work and for the purpose of said claims.

Richard W. Knostman
Affiant

ACKNOWLEDGMENT

The foregoing statement was sworn to and subscribed before me this 23rd day of November, 1990, by R. W. Knostman, the Affiant.

In witness whereof, I have hereunto set my hand and official seal.

901122618

Donnette L. Hoffman
Notary Public

my commission expires: 12-31-92

Exhibit "B" - Page 4

30 6508A

RECORDED IN
OFFICIAL FILE

90 SEP 24 11 3: 50

INYO COUNTY, CA.

FEBS
R.F.
12
MF
1
SUF
3
P.C.O.S.

File Caption That The Increased Taxes
On The Marine Mammal Catches Are Paid
With THEAT. Love Co. Tax Collector

STATE OF CALIFORNIA)

COUNTY OF INYO

AFFIDAVIT OF ANNUAL ASSESSMENT LABOR PERFORMED
(PLACER CLAIMS)

The affiant, Richard W. Knottman, being duly sworn, deposes and says:

1. That I am a citizen of the United States of America residing at 13760 Teagueche Road, Nathrop, Colorado, am personally acquainted with the unpatented mining claims described on Exhibit A attached hereto and made part hereof by this reference, which claims are situated in the Unknown Mining District, Inyo County, California, and which claims form a contiguous group of unpatented claims.

2. That for the assessment year commencing September 1, 1989, and ending September 1, 1990, East West Minerals, Inc., a Delaware corporation, 100 Shoreline Highway, Building A, Suite 175, Mill Valley, California 94141, expended in excess of \$6,200.00 for work, labor and improvements performed or made upon or for the benefit of all the claims described in Exhibit A.

U. That such labor, work and improvements were performed at the expense of East West Minerals, Inc., as owners of said claims.

4. That such work, labor and improvements were conducted during the month of February, March and April 1920 and consisted of removing ore from the mine and repairing access roads.

5. That such work, labor and improvements were done at the following claims: GAP Nos. 13, 17, 24, 72.

6. That such work, labor and improvements were made by:
East West Minerals, Inc.
Ash Meadows Operation
State Rt. 15, Box 7006
Amargosa, Nevada 89020

7. That the work, labor and improvements made and performed were for the valuable minerals on the claims and for the benefit of the entire group of claims for the purpose of complying with the laws of the United States pertaining to annual assessment work and for the purpose of said claims.

8. That all monuments required by law have been erected upon the claims and all notices required by law to have been posted on the claims were in place at the time the assessment work was performed.

Assistant

ACKNOWLEDGMENTS

The foregoing instrument was sworn to and subscribed before me this 7th day of Sept., 1990, by R. W. Knostmen, the Affiant.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public

My commission expires: 6-3-93

State of Colorado, Chaffee County

R.W. KNOSTMAN
13760 TABEGUACHE RD
NATHROP, CO 81236

90 6508

RECORDED IN
OFFICIAL RECORDS

90 SEP 24 PM 3:50
INYO COUNTY, CA.

FEES
9
M.F.
1
S.U.F.
3
P.C.O.S.

RECEIVED
SUR OF LAND MGMT
NOV 15 11 37 AM '90

STATE OFFICE
SACRAMENTO, CALIF.

STATE OF CALIFORNIA)
COUNTY OF INYO)

AFFIDAVIT OF ANNUAL ASSESSMENT LABOR PERFORMED
(LODE CLAIMS)

The affiant, Richard W. Knostman, being duly sworn, deposes and says:

1. That I am a citizen of the United States of America residing at 13760 Tabeguache Road, Nathrop, Colorado, am personally acquainted with the unpatented mining claims described on Exhibit A attached hereto and made part hereof by this reference, which claims are situated in the Unknown Mining District, Inyo County, California, and which claims form a contiguous group of unpatented claims.

2. That for the assessment year commencing September 1, 1989, and ending September 1, 1990, East West Minerals, Inc., a Delaware corporation, 100 Shoreline Highway, Building A, Suite 173, Hill Valley, California 94941, expended in excess of \$6,000.00 for work, labor and improvements performed or made upon or for the benefit of all the claims described in Exhibit A.

3. That such labor, work and improvements were performed at the expense of East West Minerals, Inc., as owners of said claims.

4. That such work, labor and improvements were conducted during the months of February, March and April 1990 and consisted of removing ore from the mine and repairing access roads.

5. That such work, labor and improvements were done at the following claims: GA Nos. 7, 8, 17, 36, 100.

6. That such work, labor and improvements were made by:
East West Minerals, Inc.
Ash Meadows Operation
State Rt. 15, Box 7006
Amargosa, Nevada 89020

7. That the work, labor and improvements made and performed were for the valuable minerals on the claims and for the benefit of the entire group of claims for the purpose of complying with the laws of the United States pertaining to annual assessment work and for the purpose of said claims.

8. That all monuments required by law have been erected upon the claims and all notices required by law to have been posted on the claims were in place at the time the assessment work was performed.

R.W. Knostman
Affiant

ACKNOWLEDGMENT

The foregoing instrument was sworn to and subscribed before me this 24th day of Sept. 1990, by R. W. Knostman, the Affiant.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public
My commission expires: 6-3-92

Richard H. Hovey
Notary Public

State of Colorado, Chaffee County

STATE OF NEVADA)

) AFFIDAVIT OF ANNUAL ASSESSMENT LABOR PERFORMED

COUNTY OF NYE)

(PLACER CLAIMS)

The affiant, Richard W. Knostmen, being duly sworn, deposes and says:

1. That I am a citizen of the United States of America residing at 13760 Tabeguache Road, Nathrop, Colorado, am personally acquainted with the unpatented mining claims described on Exhibit A attached hereto and made part hereof by this reference, which claims are situated in the Unknown Mining District, Nye County, Nevada, and which claims form a contiguous group of unpatented claims.

2. That for the assessment year commencing September 1, 1989, and ending September 1, 1990, East West Minerals, Inc., a Delaware corporation, 100 Shoreline Highway, Building A, Suite 175, Mill Valley, California 94941, expended in excess of \$6,100.00 for work, labor and improvements performed or made upon or for the benefit of all the claims described in Exhibit A.

3. That such labor, work and improvements were performed at the expense of East West Minerals, Inc., as owners of said claims.

4. That such work, labor and improvements were conducted during the months of February, March and April, 1989 and consisted of removing ore from the mine and repairing access roads.

5. That such work, labor and improvements were done at the following claims: GAP Nos. 13, 17, 24, 72.

6. That such work, labor and improvements were made by:

East West Minerals, Inc.
Ash Meadows Operation
State Rt. 15, Box 7006
Amargosa, Nevada 89020

7. That the work, labor and improvements made and performed were for the benefit of the entire group of claims for the purpose of complying with the laws of the United States pertaining to annual assessment work and for the purpose of said claims.

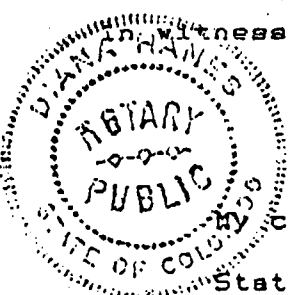
RECEIVED
Bureau of Land Management

Richard W. Knostmen
Affiant

9:00 A.M. NOV 06 1990

ACKNOWLEDGMENT

The foregoing instrument was sworn to and subscribed before me this 7th day of November, 1990, by R. W. Knostmen, the Affiant.



In witness whereof, I have hereunto set my hand and official seal.

Diana Harned
Notary Public

My commission expires: 6-3-92

State of Colorado

The affiant, Richard W. Knostman, being duly sworn, deposes and says:

1. That I am a citizen of the United States of America residing at 13750 Tabeguache Road, Nathrop, Colorado, am personally acquainted with the unpatented mining claims described on Exhibit A attached hereto and made part hereof by this reference, which claims are situated in the Unknown Mining District, Nye County, Nevada, and which claims form a contiguous group of unpatented claims.

2. That for the assessment year commencing September 1, 1989, and ending September 1, 1990, East West Minerals, Inc., a Delaware corporation, 100 Shoreline Highway, Building A, Suite 175, Mill Valley, California 94941, expended in excess of \$6,100.00 for work, labor and improvements performed or made upon or for the benefit of all the claims described in Exhibit A.

3. That such labor, work and improvements were performed at the expense of East West Minerals, Inc., as owners of said claims.

4. That such work, labor and improvements were conducted during the months of February, March and April, 1990 and consisted of removing ore from the mine and repairing access roads.

5. That such work, labor and improvements were done at the following claims: GA Nos. 7, 8, 17, 36, 100.

6. That such work, labor and improvements were made by:
East West Minerals, Inc.
Ash Meadows Operation
State Rt. 15, Box 7006
Amargosa, Nevada 89020

7. That the work, labor and improvements made and performed were for the benefit of the entire group of claims for the purpose of complying with the laws of the United States pertaining to annual assessment work and for the purpose of said claims.

9:00
A.M. NOV 06 1990

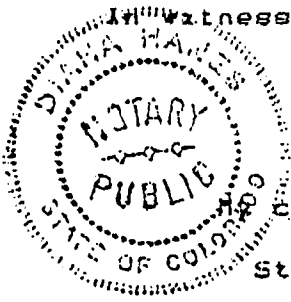
Richard W. Knostman
Affiant

ACKNOWLEDGMENT

IN AND STATE OFFICE
OF COLORADO

The foregoing instrument was sworn to and subscribed before me this 7th day of Sept. 1990, by R. W. Knostman, the Affiant.

In witness whereof, I have hereunto set my hand and official seal.



Diana Hanes
Notary Public

commission expires: 6-3-93
State of Colorado ; Chaffee County

RECEIVED
B.L.M. AZ STATE OFFICE

FEB 5 '91

9:00 A.M.
PHOENIX, ARIZONA

RECEIVED AND FILED

91 JAN 22 PM 2:59

BANKRUPTCY COURT
PATRICIA GRAY, CLERK

ALAN R. SMITH, ESQ.
Law Offices of Alan R. Smith
505 Ridge Street
Reno, Nevada 89501
(702) 786-4579
State Bar #1449

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

* * *

IN RE:

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

NEW GOLD INC., a
Nevada corporation,

NOTICE OF HEARING ON
MOTION FOR APPROVAL OF
ASSUMPTION OF UNEXPIRED LEASE
(BUTCHER BOY MINES)

Debtor.

Date: 2-20-91
Time: 9:00 a.m.
Time Required: 10 minutes

NOTICE IS HEREBY GIVEN that a Motion for Approval of Assumption of Unexpired Lease (Butcher Boy Mines) was filed herein on January 22, 1991, by ALAN R. SMITH, ESQ., attorney for Debtor. A copy of said Motion is transmitted herewith. Any opposing memorandum must be served and filed not less than five (5) days before the time set for hearing. In the absence of objections or as is appropriate in the particular circumstances, the relief requested may be granted without a hearing pursuant to 11 U.S. C. § 102. Local Rule 965.

NOTICE IS FURTHER GIVEN that the hearing on said Motion will be held before a United States Bankruptcy Judge in the U.S. Federal Building & Courthouse, Bankruptcy Courtroom, 300 Booth Street, Reno, Nevada 89509, on the 20 day of February, 1991.

DATED this 20 day of January, 1991.

PATRICIA GRAY, CLERK

By Patricia Gray
Bankruptcy Deputy Clerk

ALAN R. SMITH, ESQ.
Law Offices of Alan R. Smith
505 Ridge Street
Reno, Nevada 89501
(702) 786-4579
State Bar #1449

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

* * *

IN RE:
NEW GOLD INC., a
Nevada corporation,

CASE NO. BK-N-90-1669-JHT
CHAPTER 11

MOTION FOR APPROVAL OF
ASSUMPTION OF UNEXPIRED LEASE
(BUTCHER BOY MINES)

Debtor.

Date: 2-20-91
Time: 9:00 a.m.
Time Required: 10 minutes

The Motion of Debtor, NEW GOLD INC., respectfully represents:

1. Debtor filed its voluntary petition under Chapter 11 of the Bankruptcy Code on November 21, 1990, and is operating its business as a debtor-in-possession.

2. On March 31, 1986, Debtor entered into a lease with John V. Mongolo as lessor and Aurum EST, Inc., a Nevada corporation, a wholly-owned subsidiary of the Debtor. The Debtor has succeeded to all the interest of Aurum EST, Inc., in said lease. The lease involves four unpatented association placer mining claims in the Olinghouse Mining District, Washoe County, Nevada, namely: Butcher Boy, and Butcher Boy 1, 2 and 3, described as follows:

RECEIVED AND FILED
91 JAN 22 PM 2:57
U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

<u>Claim Name</u>	<u>NMC Number</u>
Butcher Boy	48238
Butcher Boy #1	48239
Butcher Boy #2	48240
Butcher Boy #3	48241

The agreement grants to Debtor the exclusive right to explore, develop and mine the leased property. A copy of the Mining Lease is attached hereto as Exhibit "A" and incorporated by reference herein.

3. The lease is for the term of 20 years, and requires a semi-annual lease payment of \$10,000.00 or a royalty on production equal to 10% of the gross receipts, whichever is greater, and \$.25 per cubic yard for any sand, gravel or rock produced and sold from the property.

4. The Debtor is current in all payments under the provisions of this lease, and is prepared to pay to the lessor all lease payments as they become due.

5. Debtor wishes to assume the lease for its remaining term in order to effectively reorganize.

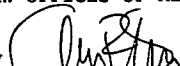
6. 11 U.S.C. § 365(a) requires a debtor-in-possession obtain court approval of the assumption of any executory contract or unexpired lease of the Debtor. In addition, 11 U.S.C. § 365(d)(4) provides that if a debtor-in-possession does not assume or reject an unexpired lease of non-residential property under which the debtor is lessee within sixty (60) days after the date of the petition, or within such additional time as the Court fixes, then such lease is deemed rejected.

WHEREFORE, Debtor prays that it be permitted to assume the lease with John Mongolo, and that it have such other and further

1 relief as is just.

2 DATED this 22^d day of January, 1991.

3 LAW OFFICES OF ALAN R. SMITH

4 By 
5 ALAN R. SMITH
6 Attorney for Debtor
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MINING LEASE

THIS AGREEMENT is made this 31st day of MARCH,
1986 by and between JOHN V. MONGOLO, a married man
("Owner"); and AURUM EST, INC., a Nevada corporation, a
wholly-owned subsidiary of New Gold Inc., a Nevada cor-
poration ("Lessee").

RECITALS

A. Owner owns and possesses four unpatented asso-
ciation placer mining claims situated in the Olinghouse
Mining District, Washoe County, Nevada, and more par-
ticularly described as follows:

<u>Claim Name</u>	<u>County Book/Page</u>	<u>NMC Number</u>
Butcher Boy		48238
Butcher Boy #1		48239
Butcher Boy #2		48240
Butcher Boy #3		48241

B. Owner also owns and possesses thirty unpa-
tentated lode mining claims situated in the Olinghouse Mining
District, Washoe County, Nevada and more particularly
described as follows:

<u>Claim Name</u>	<u>County Book/Page</u>	<u>NMC Number</u>
Teddy 1-30		242196-242225

C. The foregoing placer and lode claims are
situated in Section 26, T. 21 N., R. 23 E., MDB&M. These
claims, together with all ores, minerals, surface and
mineral rights, and the right to explore for, mine and

remove the same, and all water rights and improvements, easements, licenses, rights-of-way and other interests appurtenant thereto, shall be referred to collectively as the "Property".

D. The parties now desire to enter into an agreement giving Lessee the exclusive right to explore, develop and mine the Property.

THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties have agreed as follows:

SECTION ONE

Exploration License

1.1 Exploration License. Owner hereby grants Lessee an exclusive six-month license to explore the Property commencing April 1, 1986. During the license period Lessee may conduct geological, geophysical, and geochemical surveys, exploratory drilling operations, trenching, sampling, and related activities on the Property to determine whether it contains valuable ore deposits. In performing these activities, Lessee shall comply with the covenants and obligations of Section 3 below.

1.2 License Payment. In consideration of this exclusive License, Lessee shall pay Owner the sum of TEN THOUSAND DOLLARS (\$10,000.00) upon execution of this Agreement. In addition, any gold or other valuable minerals recovered by Lessee during the exploration program will be

subject to the production royalties described in Section 2.3 below.

1.3 Election to Lease. At the end of the six-month exploration License, Lessee shall elect one of the following alternatives in writing:

a. To quit the Property if it does not appear to contain economic ore values; or

b. To enter into a Mining Lease of the Property upon the terms and conditions set forth below.

SECTION TWO

Lease Term and Royalties

2.1 Term of Lease. Upon receiving Lessee's written election to Lease the Property, Owner agrees to lease the Property to Lessee for an initial term of twenty (20) years and for so long thereafter as minerals are produced in paying quantities from the Property.

2.2 Semiannual Rental Payments. Following its election to Lease the Property, Lessee shall pay the following semiannual rental payments to Owner or the production royalty of Section 2.3, whichever is greater:

a. TEN THOUSAND DOLLARS (\$10,000.00) upon electing to Lease the Property. This payment will allow Lessee to possess and explore the Property for the following six (6) months.

b. TEN THOUSAND DOLLARS (\$10,000.00) in

advance every six months thereafter to hold the Property for the ensuing six (6) months.

2.3 Production Royalty. Upon commencing production of valuable minerals from the Property, Lessee shall pay to Owner a royalty on production equal to ten percent (10%) of gross receipts. The term "gross receipts" shall mean the amount paid by any smelter or purchaser of gold nuggets, ores, and concentrates shipped from the Property, less any smelter charges and penalties and costs of transportation from the mine to the smelter.

Lessee shall also pay Owner a royalty of twenty-five cents (25¢) per cubic yard for any sand, gravel, or rock produced and sold from the Property.

Payment of production royalties shall be made not later than thirty (30) days after Lessee receives the amounts on which the royalty is due. All payments shall be accompanied by a statement explaining the manner in which the payment was calculated.

2.4 Property Data. Upon execution of this Agreement, Owner shall provide Lessee with copies of all documents in his possession relating to claim location and ownership, exploration and production, and other information relevant to the Property.

SECTION THREE

Mining Operations

3.1 Right to Explore, Develop and Mine. Upon electing to Lease the Property, Lessee shall have the right to make geological investigations and surveys, to drill on the Property by any means, and to have all the rights and privileges incident to ownership to the Property, including without limitation the right to mine underground and to strip the surface, extract by leaching in place or any other means, remove, save, mill concentrate, treat and sell or otherwise dispose of ores, concentrates, mineral-bearing earth and rock and other products therefrom.

3.2 Conduct of Work. Lessee shall perform its mining activities on the Property in accordance with good mining practice, shall comply with the applicable laws and regulations relating to the performance of mining operations on the Property, and shall comply with the applicable worker's compensations laws of the State of Nevada.

3.3 Liability and Liens. During the term of the Lease, Lessee shall indemnify and hold Owner harmless from any claims, demands, liabilities or liens arising out of Lessee's mining activities on the premises. To that end, Lessee shall immediately obtain and carry a policy of public liability insurance in the amount of \$1,000,000.00 or more protecting Owner against any claims or loss from damage to persons or property resulting from Lessee's operations.

Lessee shall also keep the Property free and clear from any and all mechanics or laborers liens arising from labor performed on or material furnished to the Property at Lessee's request. Lessee shall record a Notice of Non-responsibility in the County before commencing any work on the Property.

3.4 Installation of Equipment. Lessee may install, maintain, replace and remove during the term of this Lease any and all mining machinery, equipment, tools and facilities which it may desire to use in connection with its mining activities on the Property.

3.5 Acquisition of Permits. Lessee shall apply for all federal, state and county permits required for the mining operation. In the event that Lessee should be required to post a reclamation bond, such bond will revert to Lessee upon satisfactory completion of the reclamation program.

3.6 Commingling of Ore. There shall be no commingling of ore from the Property with ore from other properties without Owner's express written consent.

3.7 Drill Logs, Assays, Maps. Copies of all drill logs, exploration information, and assays shall be furnished by Lessee to Owner on an annual basis and upon the expiration or termination of this Lease.

SECTION FOUR

Inspection by Owner

4.1 Inspection of Property. Owner, or his authorized agents or representatives, shall be permitted to enter upon the Property at all reasonable times for the purpose of inspection, but shall enter upon the Property at its own risk and so as not to hinder unreasonably the operations of Lessee. Owner shall indemnify and hold Lessee harmless from any damage, claim or demand by reason of injury to Owner or his agents or representatives on the Property or the approaches thereto.

4.2 Inspection of Accounts. Lessee agrees to keep accurate books of account reflecting the mining operations, and Owner shall have the right, either personally or through a qualified accountant of his choice and at his cost, to examine and inspect the books and records of Lessee pertaining to the mining, milling and shipping operations of Lessee.

SECTION FIVE

Taxes

Lessee shall pay all real property taxes levied or assessed upon the Property, existing improvements, and any improvements placed thereon by Lessee, commencing with taxes for the year 1986. Upon termination of this Lease for any reason, taxes shall be apportioned between the parties on a calendar year basis for the year of such termination, with

Owner to pay taxes for the remaining portion of the calendar year. However, Owner shall not be liable for taxes on any tools, equipment, machinery, facilities or improvements placed upon the Property unless Lessee fails to remove them within the time provided by this Lease.

SECTION SIX

Maintenance of Claims

6.1 Assessment Work. Lessee shall be responsible for the performance and filing of assessment work beginning with the 1985-86 assessment year unless this Agreement is terminated as hereinafter provided. In the event of termination after June 1 of any calendar year, Lessee shall be responsible for the performance and filing of assessment work for that year. By September 15 of each year Lessee shall provide Owner with evidence that a Proof of Labor has been recorded in the County and filed with the BLM.

6.2 Relocation, Amendment and Patent. At any time during which this Lease is in effect, Lessee may, with the express written consent of Owner but at its own expense, relocate, amend or apply for patent on any of the unpatented mining claims included in the Property, and such relocated, amended and patented claims shall be deemed to be covered by the provisions of this Lease.

6.3 Mineral Leasing. In the event of repeal or substantial change in the Mining Law of 1872, Lessee shall have whatever rights may be afforded to Owner under such law, including (but not limited to) whatever preferred right Owner may have to a lease from a governmental agency, subject to the payment to Owner of the royalties prescribed in Section Two.

SECTION SEVEN

Termination and Default

7.1 Termination. Lessee shall have the right to terminate this License and Lease at its sole discretion at any time upon thirty (30) days' written notice to Owner. Upon termination, Owner shall retain all payments previously made as liquidated damages and this Lease shall cease and terminate. Lessee will provide Owner with data, maps, assays, and reports pertaining to the Property.

In the event of termination, Lessee shall surrender possession of the Property to Owner and shall have no further liability or obligation under this Lease except for its obligation (1) to pay its apportioned share of taxes, as provided for in Section Five; (2) to pay any monies or production royalties then owed to Owner; (3) to pay the cost of removal of all equipment as stated in Section 3.4; (4) to fulfill its reclamation responsibility as stated in Section 3.5; and (5) to fulfill its assessment requirement as stated in Section 6.1.

7.2 Default. If Lessee fails to perform its obligations under this Lease, and in particular fails to make any payment due to Owner hereunder, Owner may declare Lessee in default by giving Lessee thirty (30) days' written notice of default for any failure of performance. The notice shall specify the default and demand the performance of all obligations considered to be in default. If Lessee fails to remedy the default within the time specified, Owner may terminate this Lease and Lessee shall peaceably surrender possession of the premises to Owner. Notice of termination shall be in writing and served in accordance with this Lease.

7.3 Removal of Equipment. Upon termination of this Lease for any reason, Lessee shall have a period of ninety (90) days following such termination during which it may remove all or part of the above items at its sole cost and expense. Any equipment remaining on the Property after 90 days shall become the Property of Owner.

7.4 Condition of Property. Lessee shall surrender the Property, its appurtenances and improvements to Owner in good order and condition with all shafts, adits, and other workings clear of debris and thoroughly drained.

7.5 Quitclaim Deed. Upon execution of this Agreement, Lessee shall execute a Quitclaim Deed to the Property and deposit it with Lessee's attorney, Richard W. Harris, Esq. The Deed shall be delivered to Owner when the

Lease is terminated.

SECTION EIGHT

Notices and Payments

8.1 Notices. All notices to Lessee or Owner shall be in writing and may be sent certified or registered mail, return receipt requested, to the address below. Notice of any change in address shall be given in the same manner.

TO OWNER:	JOHN MONGOLO 1031 N. McCarran Boulevard Sparks, Nevada 89431
TO LESSEE:	AURUM EST, INC. 1755 E. Plumb Lane, #260 Reno, Nevada 89502

8.2 Payments. All payments herein shall be in U.S. currency payable to Owner at the address above.

SECTION NINE

Assignment

Lessee may not assign its rights or delegate its duties under this Lease without the express written consent of Owner, which shall not be unreasonably withheld.

SECTION TEN

Warranty of Title

10.1 Warranty. Owner warrants and represents that he is the Owner of the unpatented mining claims described in Recital A and all mineral rights within the boundary of these claims, subject to the paramount title of the United States; that the claims are valid under the

mining laws of the United States of America and the State of Nevada; that the Property is free of liens and encumbrances; and the Owner has and will continue to have the right to commit the Property to this Agreement. Owner further warrants that assessment work has been performed for the year ending September 1, 1985 and affidavits thereof have been properly filed with the County Recorder, and that all records have been filed with the Bureau of Land Management pursuant to 43 CFR Subpart 3833.

10.2 Defense of Title. Owner shall defend his title and Lessee's right to explore, develop, and mine the Property at his expense against any claims, demands, or actions by other parties who may assert an interest in the Property. In the event Lessee is required to make any payment to any person or to pay any legal fees in connection with defense or perfection of Owner's title to the Property, Lessee may deduct such sums from any amounts due Owner under the terms of this Agreement.

10.3 Lesser Interest. If Owner owns a lesser interest in the Property or any part thereof, then the royalties and other consideration provided for herein shall be paid to Owner in the proportion which his interest bears to a whole and undivided interest in the Property.

SECTION ELEVEN

Force Majeure

If Lessee is prevented by Force Majeure from timely performance of any of its obligations hereunder, except the payment of advance royalties, the failure of performance shall be excused and the period for performance shall be extended for an additional period equal to the duration of Force Majeure. Upon the occurrence and upon the termination of Force Majeure, Lessee shall promptly notify Owner. Lessee shall use reasonable diligence to remedy the problems, but shall not be required to contest the validity of any law or regulation or any action or inaction of civil or military authority.

"Force Majeure" means cause beyond a party's reasonable control, including law or regulation, action or inaction of civil or military authority; inability to obtain any license, permit or other authorization that may be required to conduct operations on or in connection with the Property; interference with mining operations by a lessee of oil or gas under the Property; unusually severe weather; mining casualty; unavoidable mill shutdown; damage to or destruction of mine plant or facility; fire; explosion; flood; insurrection; riot; labor disputes; inability after diligent effort to obtain workmen or material; delay in transportation; and acts of God.

SECTION TWELVE

Miscellaneous Provisions

12.1 Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

12.2 Applicable Law. The terms and provisions of this Lease shall be interpreted in accordance with the laws of the State of Nevada.

12.3 Entire Agreement. This Lease terminates and replaces all prior agreements, either written, oral or implied, between the parties hereto, and constitutes the entire agreement between the parties.

12.4 Recording Memorandum of Agreement. The parties hereto agree to execute a Memorandum of this Agreement (shortform) for the purpose of recording same in the records of Washoe County, Nevada, so as to give public notice, pursuant to the laws of the State of Nevada, of the existence of this Agreement.

12.5 Void or Invalid Provisions. If any term, provision, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Lease, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in

no way be affected, impaired or invalidated thereby.

12.6 Time of the Essence. Time is of the essence of this Lease and each and every part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written. Execution may be in counterparts.

OWNER:

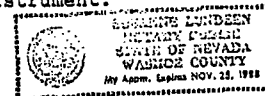
LESSEE:
AURUM EST, INC.

JOHN V. MONGOLO

By: W.B. Muradpour

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

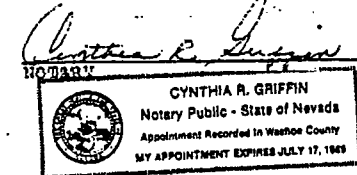
On this 31st day of March, 1986, before me a Notary Public, personally appeared JOHN V. MONGOLO, and who acknowledged that he executed the foregoing instrument.



Suzanne Lundeen
NOTARY

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

On this 31 day of March, 1986, before me a Notary Public, personally appeared W.B. Muradpour, known to me to be the President of AURUM EST, INC., and who acknowledged that he executed the foregoing instrument.





United States Department of the Interior

IN REPLY REFER TO:

A MC 139199
(943-ljc)

BUREAU OF LAND MANAGEMENT
ARIZONA STATE OFFICE
3707 N. 7th Street
Phoenix, Arizona 85014
(602) 241-5550

January 29, 1987

Chrome Corporation International
Attn: Kenneth N. Santini
1630 Welton Street, Ste 300
Denver, CO 80202

NOTICE TO MINING CLAIMANTS

Your annual filing of an affidavit of assessment work or notice of intention to hold received in this office did not contain all of the correct Bureau of Land Management serial numbers assigned to each claim.

Below are the names of the claims, serial numbers erroneously listed on the affidavit and the correct serial numbers according to our records:

<u>Name of Claim(s)</u>	<u>Incorrect Serial Number(s)</u>	<u>Correct Serial Number(s)</u>
Corral No. 16	139213	139214
Corral No. 17	139214	139215
Corral No. 18	139215	139216

Our records for the claim(s) have been updated to show receipt of the required annual filing for 1986.

The regulations under 43 CFR Subpart 3833 state: "Citing the serial number shall comply with the requirement in the Act to file an additional description of the claim."

To receive proper credit in the future, in addition to naming each claim on the affidavit, always include the correct serial numbers assigned to each of the mining claims, mill or tunnel sites.

Sincerely,

Thomas E. Reitmeyer
Mining Claims Section

NOTICE!!

These documents have been scanned!

Do not place un-scanned documents beneath this notice!

Do not remove this notice from this file!

GPO Jacket No. 560-102
Print Order 61540
Rise Business Services, LLC
Job=AZ15 8/14/2019



Box Number= AZ15218



Claim Begin-End: AMC139199-AMC139232

3 Transfers



AZ15218-4

AMC139164-AMC141486

Recorded at request of
and return to:

Richard W. Harris, Esq.
Harris & Thompson
6121 Lakeside Drive, Suite 260
Reno, Nevada 89511

QUITCLAIM DEED WITH RESERVED ROYALTY

THIS INDENTURE is made this 30 day of November, 2001 between ASH MEADOWS, LLC, a Wisconsin limited liability company (formerly known as "Ash Meadows Zeolite, LLC") ("Grantor"); and CHETO PARTNERS, LLC, an Arizona limited liability company, whose address is P.O. Box 509, Cortaro, Arizona 85652 ("Grantee").

WITNESSETH:

1. Conveyance of Unpatented Mining Claims. Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to it by Grantee, does hereby remise, release, and forever quitclaim unto Grantee all of Grantor's right, title, and interest in and to the "Artesian" group of unpatented placer mining claims situated in Cochise County, Arizona and more particularly described in Exhibit A attached hereto (the "Claims").

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversioners, remainder and remainders, rents, issues and profits thereof.

RECEIVED
B.L.M. AZ STATE OFFICE
002 AUG 29 A 11: 04
PHOENIX, ARIZONA

ENTERED IN COMPUTER
9/13/02 *me*

8cl
840
TR

TO HAVE AND TO HOLD all of the right, title and interest of Grantor in and to the Claims, together with the appurtenances, unto Grantee, its successors and assigns forever.

2. Reserved Royalty on Production. As additional consideration for this conveyance, Grantee, its successors and assigns, shall pay to Grantor, its successors and assigns, a royalty on all minerals mined, processed, sold, or otherwise removed from the Claims. The royalty on production shall be TWO DOLLARS (\$2.00) per ton of material in its unprocessed form - that is, after mining but before crushing, screening, or other processing. The royalty shall be adjusted for inflation in accordance with the United States Consumer Price Index (All Urban Consumers), as calculated by the U.S. Bureau of Labor Statistics. The base index shall be January 1, 2002, and the royalty shall be adjusted on January 1 of each year thereafter. Production royalties shall be paid on a quarterly basis, with each payment due within thirty (30) days following the end of each calendar quarter.

IN WITNESS WHEREOF, Grantor has hereunto executed this Quitclaim Deed with Reserved Royalty the day and year first above written.

ASH MEADOWS, LLC., a Wisconsin
limited liability company

By Matthew J. West

RECEIVED
B.L.M. AZ STATE OFFICE
2002 AUG 29 A 11:04
PHOENIX, ARIZONA

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

On this 20 day of December in the year 2001, before me, a Notary Public in and for said County and State, personally appeared Timothy J West in his capacity as Managing member for ASH MEADOWS, LLC, personally known (or proved) to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for purposes stated therein.

Sydney Dallman
NOTARY PUBLIC

badger mining/deeds/7212
quitclaim deed (cochise county)

RECEIVED
B.L.M. AZ STATE OFFICE
2002 AUG 29 A 11: 04
PHOENIX, ARIZONA

EXHIBIT A

Property Description

[Bowie – Cochise County, Arizona]

The following described unpatented placer mining claims located in Section 6, Township 12 South, Range 30 East, Gila and Salt River Meridian, Bowie Mining District, Cochise County, Arizona; the location notices of which are of record in the office of the Cochise County clerk and recorder, and filed in the Arizona State Office of the Bureau of Land Management:

<u>CLAIM NAME</u>	<u>BOOK</u>	<u>PAGE</u>	<u>AMC NUMBER</u>
Artesian No. 1	1537	333-334	139217
Artesian No. 2	1537	335-336	139218
Artesian No. 3	1537	337-338	139219
Artesian No. 4	1537	337-340	139220
Artesian No. 5	1537	341-342	139221
Artesian No. 6	1537	343-344	139222
Artesian No. 7	1537	345-346	139223
Artesian No. 8	1537	347-348	139224

990720815

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B.L.M. AZ STATE OFFICE
2002 AUG 29 A 11: 04
PHOENIX, ARIZONA

Recorded at request of
and return to:

Richard W. Harris, Esq.
Harris & Thompson
6121 Lakeside Drive, Suite 260
Reno, Nevada 89511

8cl
540
(12)

QUITCLAIM DEED WITH RESERVED ROYALTY

THIS INDENTURE is made this 30 day of November, 2001 between ASH MEADOWS, LLC, a Wisconsin limited liability company (formerly known as "Ash Meadows Zeolite, LLC") ("Grantor"); and CHETO PARTNERS, LLC, an Arizona limited liability company, whose address is P.O. Box 509, Cortaro, Arizona 85652 ("Grantee").

WITNESSETH:

1. Conveyance of Unpatented Mining Claims. Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to it by Grantee, does hereby remise, release, and forever quitclaim unto Grantee all of Grantor's right, title, and interest in and to the "Artesian" group of unpatented placer mining claims situated in Graham County, Arizona and more particularly described in Exhibit A attached hereto (the "Claims").

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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2002 AUG 29 A 11: 01
PHOENIX, ARIZONA

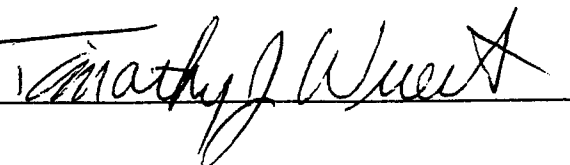
TO HAVE AND TO HOLD all of the right, title and interest of Grantor in and to the Claims, together with the appurtenances, unto Grantee, its successors and assigns forever.

2. Reserved Royalty on Production. As additional consideration for this conveyance, Grantee, its successors and assigns, shall pay to Grantor, its successors and assigns, a royalty on all minerals mined, processed, sold, or otherwise removed from the Claims. The royalty on production shall be TWO DOLLARS (\$2.00) per ton of material in its unprocessed form - that is, after mining but before crushing, screening, or other processing. The royalty shall be adjusted for inflation in accordance with the United States Consumer Price Index (All Urban Consumers) as calculated by the U.S. Bureau of Labor Statistics. The base index shall be January 1, 2002, and the royalty shall be adjusted on January 1 of each year thereafter. Production royalties shall be paid on a quarterly basis, with each payment due within thirty (30) days following the end of each calendar quarter.

IN WITNESS WHEREOF, Grantor has hereunto executed this Quitclaim Deed with Reserved Royalty the day and year first above written.

ASH MEADOWS, LLC., a Wisconsin
limited liability company

By



-2-

ENTERED IN COMPUTER
9/13/02 *MS*

RECEIVED
B.L.M. AZ STATE OFFICE
2002 AUG 29 A 11: 04
PHOENIX, ARIZONA

STATE OF ARIZONA)
) ss.
COUNTY OF GRAHAM)

On this 20 day of December in the year 2001, before me, a Notary Public in and for said County and State, personally appeared Timothy J Wuest in his capacity as Managing member for ASH MEADOWS, LLC, personally known (or proved) to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for purposes stated therein.

Symette Dallman
NOTARY PUBLIC

badger mining/deeds/7212
quitclaim deed (graham county)

RECEIVED
B.L.M. AZ STATE OFFICE
2002 AUG 29 A 11: 04
PHOENIX, ARIZONA

EXHIBIT A

Property Description

[Bowie - Graham County, Arizona]

The following described unpatented placer mining claims located in Sections 25, 30, and 31, Township 11 South, Ranges 29 and 30 East, Gila and Salt River Meridian, Bowie Mining District, Graham County, Arizona; the location notices of which are of record in the office of the Graham County clerk and recorder, and filed in the Arizona State Office of the Bureau of Land Management:

<u>CLAIM NAME</u>	<u>BOOK</u>	<u>PAGE</u>	<u>AMC NUMBER</u>
Artesian No. 9	342	385-386	139225
Artesian No. 10	342	387-388	139226
Artesian No. 11	342	389-390	139227
Artesian No. 12	342	391-392	139228
Artesian No. 13	342	393-394	139229
Artesian No. 14	342	395-396	139230
Artesian No. 15	342	397-398	139231
Artesian No. 16	342	399-400	139232

RECEIVED
B.L.M. AZ STATE OFFICE
2002 AUG 29 A 11: 04
PHOENIX, ARIZONA

United States Department of the Interior
 Bureau of Land Management
 BUSINESS & SUPPORT SVCS DIV
 222 N CENTRAL AVE
 PHOENIX, AZ 85004 -2203
 Phone: (602) 417-9200

Receipt

No:

551665

Transaction #: 576392

Date of Transaction: 08/29/2002

CUSTOMER: GSA RESOURCES INC
 BOX 509
 CORTARO, AZ 85652

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS-NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED (455) CASES: AMC13512/\$3500.00	MAINT 2003 (35)	- n/a -	3500.00
2	1.00	LOCATABLE MINERALS / MINING CLAIMS-NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED (455) CASES: AMC13512/\$80.00	TRF (16)	- n/a -	80.00
TOTAL:					\$3,580.00

PAYMENT INFORMATION

NOTE: Items will appear on credit card statement as "Bureau of Land Management".

1	AMOUNT:	\$3,580.00	POSTMARKED:	N/A
	TYPE:	CREDIT CARD	RECEIVED:	08/29/2002
	NAME:	GSA RESOURCES INC BOX 509 CORTARO AZ 85652		
	CARD NO:	XXXXXXXXXXXX2002	AUTH CODE:	161078
	NAME ON CARD:	DANIEL T EYDE		
	EXPIRES:	07/31/2005		
	SIGNATURE:			

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

Recorded at the request of
and return to:

Richard W. Harris, Esq.
Harris, Trimmer & Thompson
6121 Lakeside Drive, Suite 260
Reno, Nevada 89511-8527

RECEIVED
LAND RECORDS
JUL 1 10 15 AM '99
ARIZONA
PHOENIX

QUIT CLAIM DEED

THIS INDENTURE is made this 24 day of June, 1999 between AMERICAN RESOURCE CORPORATION, INC., by its Receiver, KPMG INC. ("Grantor"); and ASH MEADOWS ZEOLITE, L.L.C., a Wisconsin limited liability company, whose address is 409 South Church Street, Berlin, Wisconsin 59423 ("Grantee").

WITNESSETH:

Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to it by Grantee, does hereby remise, release, and forever quitclaim unto Grantee all of Grantor's right, title, and interest in and to the "Artesian" group of unpatented placer mining claims situated in Cochise County, Arizona and more particularly described in Exhibit A attached hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

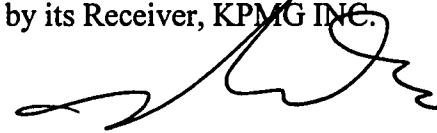
TO HAVE AND TO HOLD all of the right, title and interest of Grantor in and to said premises, together with the appurtenances, unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto executed this Quitclaim Deed the day

and year first above written.

AMERICAN RESOURCE CORPORATION,
INC., by its Receiver, KPMG INC.

By



ROBERT M. RUSKO, Senior Vice-
President of KPMG Inc.

PROVINCE OF BRITISH COLUMBIA)

CITY OF VANCOUVER)

On this 24 day of JUNE, in the year 1999, before me, a Notary Public in and for said province, personally appeared ROBERT M. RUSKO in his capacity as Senior Vice-President of KPMG INC., Receiver for AMERICAN RESOURCE CORPORATION, INC., personally known (or proved) to me to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for purposes stated therein.

NOTARY PUBLIC


SHELLEY C. FITZPATRICK
BARRISTER & SOLICITOR

CAMPNEY & MURPHY
P.O. Box 48800
2100-1111 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V7X 1K9

RECEIVED
LAND
JUL 1 10 15 AM '99
PHOTOGRAPHY

EXHIBIT A

Property Description

[Bowie – Cochise County, Arizona]

The following described unpatented placer mining claims located in Section 6, Township 12 South, Range 30 East, Gila and Salt River Meridian, Bowie Mining District, Cochise County, Arizona; the location notices of which are of record in the office of the Cochise County clerk and recorder, and filed in the Arizona State Office of the Bureau of Land Management:

<u>CLAIM NAME</u>	<u>BOOK</u>	<u>PAGE</u>	<u>AMC NUMBER</u>
Artesian No. 1	1537	333-334	139217
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Artesian No. 6	1537	343-344	139222
Artesian No. 7	1537	345-346	139223
Artesian No. 8	1537	347-348	139224

RECEIVED
BUREAU OF
LAND MANAGEMENT
JUL 1 10 25 AM '99
ARIZONA
STATE OF ARIZONA
PHOENIX, ARIZONA

ENTERED IN COMPUTER
7/2/99 *MA*

Recorded at the request of
and return to:

Richard W. Harris, Esq.
Harris, Trimmer & Thompson
6121 Lakeside Drive, Suite 260
Reno, Nevada 89511-8527

RECEIVED
BUREAU OF
LAND MANAGEMENT
JUL 1 10 15 AM '99
STATE OF NEVADA
PHOENIX, ARIZONA

QUIT CLAIM DEED

THIS INDENTURE is made this 24 day of June, 1999 between AMERICAN RESOURCE CORPORATION, INC., by its Receiver, KPMG INC. ("Grantor"); and ASH MEADOWS ZEOLITE, L.L.C., a Wisconsin limited liability company, whose address is 409 South Church Street, Berlin, Wisconsin 59423 ("Grantee").

WITNESSETH:

Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to it by Grantee, does hereby remise, release, and forever quitclaim unto Grantee all of Grantor's right, title, and interest in and to the "Artesian" group of unpatented placer mining claims situated in Graham County, Arizona and more particularly described in Exhibit A attached hereto.

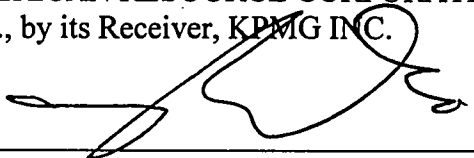
TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all of the right, title and interest of Grantor in and to said premises, together with the appurtenances, unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto executed this Quitclaim Deed the day

and year first above written.

AMERICAN RESOURCE CORPORATION,
INC., by its Receiver, KPMG INC.

By 
ROBERT M. RUSKO, Senior Vice-
President of KPMG Inc.

PROVINCE OF BRITISH COLUMBIA)
CITY OF VANCOUVER)

On this 24 day of JUNE, in the year 1999, before me, a Notary Public in and for said province, personally appeared ROBERT M. RUSKO in his capacity as Senior Vice-President of KPMG INC., Receiver for AMERICAN RESOURCE CORPORATION, INC., personally known (or proved) to me to be the person who executed the above instrument, and acknowledged to me that he/she executed the same for purposes stated therein.


NOTARY PUBLIC

SHELLEY C. FITZPATRICK
BARRISTER & SOLICITOR

CAMPNEY & MURPHY
P.O. Box 48800
2100-1111 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V7X 1K9

EXHIBIT A

Property Description

[Bowie – Graham County, Arizona]

The following described unpatented placer mining claims located in Sections 25, 30, and 31, Township 11 South, Ranges 29 and 30 East, Gila and Salt River Meridian, Bowie Mining District, Graham County, Arizona; the location notices of which are of record in the office of the Graham County clerk and recorder, and filed in the Arizona State Office of the Bureau of Land Management:

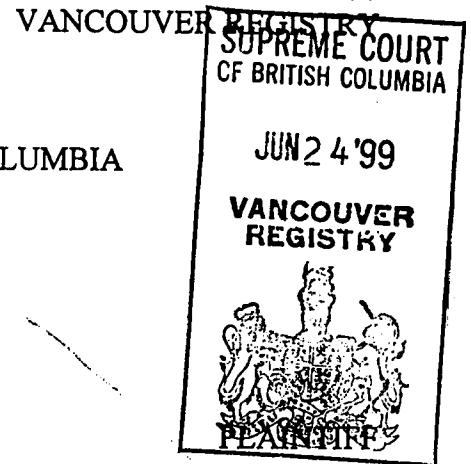
<u>CLAIM NAME</u>	<u>BOOK</u>	<u>PAGE</u>	<u>AMC NUMBER</u>
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Artesian No. 14	342	395-396	139230
Artesian No. 15	342	397-398	139231
Artesian No. 16	342	399-400	139232

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MANAGEMENT
JUL 1 10 15 AM '99
ARIZONA
STATE OFFICE
PHOENIX, ARIZONA

ENTERED IN COMPUTER

7/2/99 *MX*

NO. C980357



IN THE SUPREME COURT OF BRITISH COLUMBIA

STANDARD BANK LONDON LIMITED

REA GOLD CORPORATION
REA GOLD (US) CORPORATION
AMERICAN RESOURCE CORPORATION, INC.

DEFENDANTS

ORDER

BEFORE THE HONOURABLE

) TUESDAY, THE 15TH DAY

MR. JUSTICE TAYLOR

) OF JUNE, 1999

UPON THE APPLICATION of KPMG Inc., Receiver of the Defendants, (the "Receiver") coming on hearing before me on this day, at Vancouver, British Columbia; AND UPON HEARING Shelley C. Fitzpatrick, Counsel for the Receiver, William D. Riley, Counsel for Franco-Nevada Mining Corporation, Inc. and no one appearing for the Defendants, although duly served;

AND UPON READING the Notice of Motion dated April 30, 1999, the Affidavits of Robert M. Rusko, sworn January 23, 1998, April 16, 1998, May 29, 1998, July 23, 1998, September 23, 1998, October 4, 1998, October 15, 1998, April 30, 1999 and June 14, 1999, and all filed, and pleadings and proceedings had and taken herein;

AND UPON THIS COURT DETERMINING that sufficient notice of this application has been given to the creditors (the "Creditors") of the Defendants Rea Gold (US) Corporation ("Rea (US)") and American Resource Corporation, Inc. ("ARC") in accordance with the Order of Madam Justice Saunders dated June 5, 1998 granted herein;

THIS COURT DECLARES that the sale process undertaken by the Receiver pursuant to the Order of Madam Justice Saunders granted herein on June 5, 1998 was fair and reasonable in the circumstances;

THIS COURT ORDERS AND DECLARES that the sale of certain assets of ARC (the "Assets"), by KPMG Inc., as Receiver for ARC, to Ash Meadows Zeolite, LLC ("Ash Meadows") or its assigns ("Ash Meadows"), in accordance with:

(a) the Sale and Purchase Agreement dated October 15, 1998, as amended by the Amendments to Sale and Purchase Agreement dated December 31, 1998, March 1, 1999 and May 31, 1999, appended as Exhibits "A" and "B" to the Affidavit of Robert M. Rusko sworn April 30, 1999 and Exhibit "A" to the Affidavit of Robert M. Rusko sworn June 14, 1999 and both filed herein; and

(b) the Agreement dated June 9, 1999, appended as Exhibit "C" to the Affidavit of Robert M. Rusko sworn June 14, 1999 and filed herein,

(the "Agreement"), for the price of US\$544,900, is provident, fair and reasonable and is hereby approved;

THIS COURT FURTHER ORDERS that KPMG Inc., as Receiver for ARC, be and is hereby authorized and directed to do all things and execute all such documents, deeds, conveyances, bills of sale, assurances, transfers, assignments, releases and discharges necessary in accordance with applicable law, including local law, to transfer and assign all right, title and interest of ARC in and to the Assets to Ash Meadows pursuant to the Agreement (the "Transfer Documents");

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66. 11/15/01
AMERICAN RESOURCE CORP
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GRIEBOU

AND THIS COURT FURTHER ORDERS that upon the execution and delivery of the Transfer Documents, all right, title and interest of ARC, its successors and assigns, and all persons claiming by, through or under it, in and to the Assets, do vest in Ash Meadows, free and clear of all rights, title, interests and claims of all parties to this proceeding and free and clear of all rights, title, interests and claims of those persons listed in Exhibit "H" to the Affidavit of Robert M. Rusko sworn April 30, 1999 and filed herein; provided that all right, title, interest and claim of United States Fidelity and Guarantee Company ("USF&G") shall only be extinguished upon payment to USF&G in accordance with Exhibit "G" to the Affidavit of Robert M. Rusko sworn June 14, 1999 and filed herein and further provided that this Order shall not affect any right, title, interest or claim of Franco-Nevada Mining Corporation, Inc. with respect to any royalty relating to the Assets;

AND THIS COURT FURTHER ORDERS that the net proceeds of the sale of the Assets (after usual adjustments) arising from the sale and transfer of the Assets shall be paid to Harris, Trimmer & Thompson, solicitors for Ash Meadows, acting as transfer or escrow agent, which will be held, paid and/or distributed in accordance with Exhibit "G" to the Affidavit of Robert M. Rusko sworn June 14, 1999 and filed herein, and in particular:

- (a) to pay and distribute to KPMG Inc., as Receiver of ARC, the sum of US\$95,112.41, less any adjustments arising from the sale, to be used in part to satisfy all payables relating to the Assets, including, without limitation, amounts required to reimburse KPMG Inc. in respect of Bureau of Land Management costs and amounts payable to employees, utilities and royalties up to the date of closing;
- (b) to pay and distribute to KPMG Inc., as Receiver of ARC, the sum of US\$120,000, in respect of professional fees and disbursements (including legal accounts both in British Columbia and the United States) relating to the sale of the Assets to Ash Meadows or, in the event that such professional fees and disbursements total less than US\$120,000, such lesser amount (in which event, the difference between such amount and US\$120,000 shall be shared between the Receiver and USF&G

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BUREAU OF
LAND MANAGEMENT
JUL 1 10-15 AM '99

STATE OF
PHOTOGRAPHY

in the proportions set out in Exhibit "G" to the Affidavit of Robert M. Rusko sworn June 14, 1999 filed herein);

- (c) to pay and distribute to USF&G the sum of US\$329,787.59, in respect of its registered security against certain of the Assets located in Nevada and California;
- (d) the remainder of the funds, if any, to be paid to the Receiver and USF&G in the proportions set out in Exhibit "G" to the Affidavit of Robert M. Rusko sworn June 14, 1999 filed herein.

AND THIS COURT FURTHER DECLARES that this Order is intended to be capable of recognition in any foreign jurisdiction subject to recognized principles of international comity and the applicable laws of such foreign jurisdiction;

AND THIS COURT FURTHER ORDERS that liberty is reserved to any of the parties and the Receiver to apply for such further other Order or direction and guidance with respect to the sale of the Assets herein and distribution of the sale proceeds as may be required.

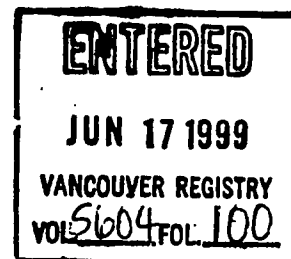
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BUREAU OF
LAND MANAGEMENT
JUN 18 10 15 AM '99
VANCOUVER
STATE OF BRITISH
COLUMBIA

BY THE COURT
DISTRICT REGISTRAR

Approved as to form:

Counsel for KPMG Inc., Receiver of
the Defendants

Counsel for Franco-Nevada Mining
Corporation, Inc.



Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

This 24 day of June 1999

Authorized Signing Officer

RECEIVED
BUREAU OF
LAND MANAGEMENT

JUL 1 10 16 AM '99

ARIZONA
STATE OFFICE
PHOENIX - ARIZONA

HARRIS, TRIMMER & THOMPSON

AN ASSOCIATION OF ATTORNEYS

RICHARD W. HARRIS
KATHLEEN S. TRIMMER
RICHARD K. THOMPSON

6121 LAKESIDE DRIVE
SUITE 260
RENO, NEVADA 89511
MAILING ADDRESS:
POST OFFICE BOX 70250
RENO, NEVADA 89570-0250
(775) 825-4300
FAX (775) 825-4829

June 30, 1999

BY FEDERAL EXPRESS

Mining Records Division
Arizona State Office
Bureau of Land Management
222 North Central Avenue
Phoenix, Arizona 85004

Re: Artesian Claim Group, Cochise and Graham Counties, Arizona

Dear Sir or Madam:

I enclose copies of two Quitclaim Deeds by which KPMG Inc., Receiver for American Resource Corporation, Inc., conveys the Artesian 1-16 unpatented placer mining claims (AMC 139217-139232) to Ash Meadows Zeolite, L.L.C. I enclose a copy of the "Order" by which the Supreme Court of British Columbia authorizes KPMG Inc. to act on behalf of the claim owner, American Resource Corporation, Inc. I also enclose our Trust Check No. 1288 in the amount of \$80.00 for your filing fee (16 claims at \$5.00 per claim).

We will be calling you on July 1 to confirm this filing. If there are any questions regarding the documents or computation of the filing fees, please await our call and do not return the documents.

Please return evidence of filing to this office. Thank you for your attention.

Very truly yours,



Richard W. Harris

RWH/bc

Enclosures

cc: Matthew Chier, Esq. (by telecopier)
Shelley Fitzpatrick, Esq. (by telecopier)

RECEIVED
BUREAU OF
LAND MANAGEMENT
JUL 1 10 15 AM '99
ARIZONA
STATE OFFICE
PHOENIX, ARIZONA

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIPT AND ACCOUNTING ADVICE

NO. 2480407 07

CD/AZ

07/01/99

Subject:

TRANSFER OF INTEREST (16)

2 5 12

80.00

Applicant:

HARRIS, TRIMMER & THOMPSON
6121 LAKESIDE DRIVE
SUITE 260
RENO NV 89570

Remitter: CK #1288
702 825 4300

Assignor:

LEASE MANAGEMENT DATA										<input type="checkbox"/> NEW	<input type="checkbox"/> UPDATE	<input type="checkbox"/> PAYMENT	
ORIGINAL SERIAL NO.	ASG.	TYPE	ST.	CTY.	FUND SYMBOL				ACRES/UNITS	RATE			
AMC 139217 139232													
AMOUNT	ANV. DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC. DATA	U of M	ACTUAL UNITS				
ASSIGNMENT SERIAL NO.	ASG.	TYPE	ST.	CTY.	FUND SYMBOL				ACRES/UNITS	RATE			
AMOUNT	ANV. DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC. DATA	U of M	ACTUAL UNITS				
APPLY REMITTANCE										Remarks:			
ACTION	FUND SYMBOL				CTY.	AMOUNT							
FILING FEE													
RENTAL													
UNEARNED													
REFUND													
TOTAL													
AMOUNT DUE							BY:		DATE:				
<input type="checkbox"/> Lease in Escrow? <input type="checkbox"/> KGS? <input type="checkbox"/> Auto Escalates? <input type="checkbox"/> Auto Renew?										Of Interest? Operating Rights? Operator Bond Filed?		FOR MMS USE ONLY BILLEE NUMBER OCS SECTION CODE FOREST REFUGE	

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

1100 BANK OF AMERICA PLAZA
50 WEST LIBERTY STREET
RENO, NEVADA 89501

(775) 788-8666

FAX (775) 788-8682

March 4, 1999

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
DENNIS L. KENNEDY
RICHARD W. HORTON
DAN C. BOWEN
MARK A. SOLOMON
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
DAVID WHITTEMORE
CAM FERENBACH

LYNDA S. MABRY
MARK H. GOLDSTEIN
ANTHONY N. CABOT

KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH

JOHN R. BAILEY
GARY W. DUHON
LAUREL E. DAVIS

DAN R. REASER
CARL D. SAVELY
LAYNE J. BUTT
MARK LEMMONS
HOWARD E. COLE
PAUL E. LARSEN
CHRISTOPHER R. HOOPER
SUVINDER S. AHLUWALIA
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LESLIE BRYAN HART
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SCOTT A. EATON
JOSHUA M. DICKEY
CHRISTOPHER STRONGOSKY
SHAWN A. MANGANO

WRITER'S DIRECT DIAL NUMBER:

(775) 788-8629

Ms. Mary Hyde
Bureau of Land Management
222 N. Central Avenue
P. O. Box 555
Phoenix, Arizona 85001-0555

**RE: Request to transfer ownership of mining claims on
BLM records**

Dear Mary:

Pursuant to our telephone conversation, I request that the BLM change its record to reflect a change of name of the owner of the following claims:

Bowie - Chochise County, Arizona

<u>Claim Name</u>	<u>AMC Number</u>
Artesian No. 1	139217
Artesian No. 2	139218
Artesian No. 3	139219
Artesian No. 4	139220
Artesian No. 5	139221
Artesian No. 6	139222
Artesian No. 7	139223
Artesian No. 8	139224

ENTERED IN COMPUTER

M. Hyde 6/24/99

VERIFIED

4/23/99

Ms. Mary Hyde

March 4, 1999

Page 2

Bowie - Graham County, Arizona

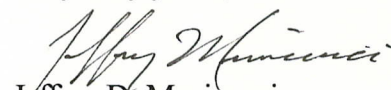
<u>Claim Name</u>	<u>AMC Number</u>
Artesian No. 9	139225
Artesian No. 10	139226
Artesian No. 11	139227
Artesian No. 12	139228
Artesian No. 13	139229
Artesian No. 14	139230
Artesian No. 15	139231
Artesian No. 16	139232

Please change the name from the prior owner, New Gold, Inc., to American Resource Corporation. New Gold, Inc. changed its name to American Resource Corporation, as shown by the enclosed Certificate of Amendment of Articles of Incorporation of that company.

I also enclose a check to the Bureau of Land Management in the amount of \$80 for your fees in changing these records.

If you have any questions regarding this matter, please contact me at 775-788-8629, or by mail at the above address.

Very truly yours,



Jeffrey D. Menicucci
Attorneys for KPMG Inc., Receiver for
American Resource Corporation

JDM/eac

Enclosure as stated

RECEIVED
BUREAU OF
LAND MANAGEMENT
MAR 12 10 08 AM '99
ARIZONA
STATE OFFICE
PHOENIX, ARIZONA

FILED

IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

FILING FEE- 75.00 TS

REC. #C18526

NEW GOLD INC.

100 SHORELINE HWY #175A

MILL VALLEY, CA 94941

AUG 19 1991

NEW GOLD INC.

Name of Corporation

CERT. A. LAND MANAGEMENT

Tony D. S. Wicks

President or Vice President

and

No.

247-86

Matthew Muir

Secretary or Assistant Secretary

of New Gold Inc.

Name of Corporation

to hereby certify:

That the Board of Directors of said corporation at a meeting duly convened and held on the 5th day of

August, 1991, adopted a resolution to amend the original articles as follows:

Article I is hereby amended to read as follows:

The Name of this Corporation is changed to:

AMERICAN RESOURCE CORPORATION, INC.

The number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation are 7,451,461; that the said change(s) and amendment has been consented to and approved by a majority vote of the stockholders holding at least a majority of each class of stock outstanding and entitled to vote thereon.

President or Vice President

Secretary or Assistant Secretary

State of

County of

ss.

On

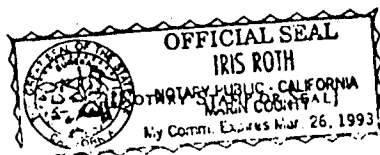
Aug 5, 1991, personally appeared before me, a Notary Public,

Tony D S Wicks & Matthew Muir

(Names of persons appearing and signing document.)

who acknowledged that they executed the above instrument.

Signature of Notary



RECEIVED

AUG 08 1991

Secretary of State

AUG 28 '98

STATE OF NEVADA
Secretary of State

I hereby certify that this is a
true and complete copy of the
document filed in this office

Dean Heller

DEAN HELLER - Secretary of State

By

Cecilia Warr

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIPT AND ACCOUNTING ADVICE

NO. 2480118 04

SM/AZ

03/15/99

Subject: TRANSFER OF INTEREST (16)

2 13 12

80.00

Applicant:

LIONEL SAWYER & COLLINS
50 W LIBERTY, STE. 1100
RENO, NV 89501

SAME - CK #022135

Remitter: 702-788-8666

Assignor:

LEASE MANAGEMENT DATA		<input type="checkbox"/> NEW		<input type="checkbox"/> UPDATE		<input type="checkbox"/> PAYMENT			
ORIGINAL SERIAL NO.	ASG.	TYPE	ST.	CTY.	FUND SYMBOL		ACRES/UNITS	RATE	
AMC 139217, ET AL									
AMOUNT	ANV. DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC. DATA	U of M	ACTUAL UNITS
ASSIGNMENT SERIAL NO.	ASG.	TYPE	ST.	CTY.	FUND SYMBOL		ACRES/UNITS	RATE	
AMOUNT	ANV. DATE	EXP. DATE	BILL CYC.	S/C	DISTRICT	NEXT BILL	MISC. DATA	U of M	ACTUAL UNITS
APPLY REMITTANCE					Remarks: BY: _____ DATE: _____				
ACTION	FUND SYMBOL	CTY.	AMOUNT						
FILING FEE									
RENTAL									
UNEARNED									
REFUND									
TOTAL									
AMOUNT DUE									
<input type="checkbox"/> Lease in Escrow? <input type="checkbox"/> KGS? <input type="checkbox"/> Auto Escalates? <input type="checkbox"/> Auto Renew?					Of Interest? Operating Rights? Operator Bond Filed?				
					FOR MMS USE ONLY BILLEE NUMBER OCS SECTION CODE				
					FOREST REFUGE				

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 5

Commodity :

Serial Number

AMC139221

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0120S	0300E	006	NW	SAFFORD FIELD OFFICE	COCHISE

Act Date	Code	Action	Action Remarks
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	<i>Hold West, Inc</i>
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 6

Commodity :

Serial Number

AMC139222

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0120S	0300E	006	NW	SAFFORD FIELD OFFICE	COCHISE

Act Date	Code	Action	Action Remarks
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	<i>Gold West Inc</i>
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 7

Commodity :

Serial Number

AMC139223

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0120S	0300E	006	NW	SAFFORD FIELD OFFICE	COCHISE

Act Date	Code	Action	Action Remarks
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 8

Commodity :

Serial Number

AMC139224

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0120S	0300E	006	NW	SAFFORD FIELD OFFICE	COCHISE

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
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08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
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08/05/1991	396	TRF OF INTEREST FILED	
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 9

Commodity :

Serial Number

AMC139225

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0300E	031	NW	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
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08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 10

Commodity :

Serial Number

AMC139226

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
AMER RESOURCE CORP INC 3 HARBOR DR #103	SAUSALITO CA 94965	

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0110S	0300E	031	NW	SAFFORD FIELD OFFICE	GRAHAM

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
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08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
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08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
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08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
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**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 11

Commodity :

Serial Number

AMC139227

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0300E	031	NW	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
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08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
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08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
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04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 12

Commodity :

Serial Number

AMC139228

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0300E	031	NW	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
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10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 13

Commodity :

Serial Number

AMC139229

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0110S	0300E	030	SW	SAFFORD FIELD OFFICE	GRAHAM

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
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08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
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08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 14

Commodity :

Serial Number

AMC139230

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0300E	030	SW	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 15

Commodity :

Serial Number

AMC139231

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0290E	025	SE	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
04/13/1987	517	NOTICE ACCEPTED	
12/04/1986	669	LAND STATUS CHECKED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 16

Commodity :

Serial Number

AMC139232

Name & Address	Int Rel	%Interest
AMER RESOURCE CORP INC HARBOR DR #103	SAUSALITO CA 94965	

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0290E	025	SE	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
04/13/1987	517	NOTICE ACCEPTED	
12/04/1986	669	LAND STATUS CHECKED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

139199

epi

September 26, 1988

13760 Tabeguache Road
Nathrop, CO 81236
(719) 539-6765

U. S. Department of Interior
Bureau of Land Management
Arizona State Office
3707 N. 7th Street
Phoenix, AZ 85014

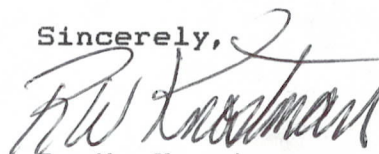
Dear BLM:

This is to officially notify you that the ownership of the eighteen (18) lode and sixteen (16) placer claims in the Bowie District of Arizona listed on Attachment A to this letter has been transferred from East West Minerals, Inc. to New Gold, Inc. The address of New Gold, Inc. is:

New Gold, Inc.
3 Harbor Drive--Suite 103
Sausalito, CA 94965

The BLM serial numbers assigned to the claims are listed on the attachment.

Sincerely,



R. W. Knostman
Agent

Attachment A

cc:East West Minerals, Inc.

on computer.
10-4-88 ep

RECEIVED
B.L.M. AZ STATE OFFICE

OCT 03 1988

7:45 A.M.
PHOENIX, ARIZONA

EXHIBIT "A"

Claim Name & Number

BLM Serial No.

Artesian 1
Artesian 2
Artesian 3
Artesian 4
Artesian 5
Artesian 6
Artesian 7
Artesian 8
Artesian 9
Artesian 10
Artesian 11
Artesian 12
Artesian 13
Artesian 14
Artesian 15
Artesian 16

AMC 139217 .
AMC 139218 .
AMC 139219 .
AMC 139220 .
AMC 139221 .
AMC 139222 .
AMC 139223 .
AMC 139224 .
AMC 139225 .
AMC 139226 .
AMC 139227 .
AMC 139228 .
AMC 139229 .
AMC 139230 .
AMC 139231 .
AMC 139232 .

Corral 1
Corral 2
Corral 3
Corral 4
Corral 5
Corral 6
Corral 7
Corral 8
Corral 9
Corral 10
Corral 11
Corral 12
Corral 13
Corral 14
Corral 15
Corral 16
Corral 17
Corral 18

AMC 139199 .
AMC 139200 .
AMC 139201 .
AMC 139202 .
AMC 139203 .
AMC 139204 .
AMC 139205 .
AMC 139206 .
AMC 139207 .
AMC 139208 .
AMC 139209 .
AMC 139210 .
AMC 139211 .
AMC 139212 .
AMC 139213 .
AMC 139214 .
AMC 139215 .
AMC 139216 .

RECEIVED

B.L.M. AZ STATE OFFICE

OCT 03 1988

7:45 A.M.

PHOENIX, ARIZONA

MR. RICHARD KNOTMAN
13760 TABEQUACHE RD.
NATHROP, CO 81236



U.S. DEPARTMENT of INTERIOR
BUREAU of LAND MANAGEMENT
ARIZONA STATE OFFICE
3707 N. 7th STREET
PHOENIX, AZ 85014

1144

139199

HOLLAND & HART

WASHINGTON, D. C. OFFICE
SUITE 1200
1875 EYE STREET, N.W.
WASHINGTON, D. C. 20006
TELEPHONE (202) 466-7340
TELECOPIER (202) 466-7354

ATTORNEYS AT LAW

SUITE 2900
555 SEVENTEENTH STREET
DENVER, COLORADO
MAILING ADDRESS
P. O. BOX 8749
DENVER, COLORADO 80201
TELEPHONE (303) 295-8000
TELECOPIER (303) 295-8261
TWX 910-931-0568
CABLE HOLHART

ASPEN OFFICE
600 EAST MAIN STREET
ASPEN, COLORADO 81611
TELEPHONE (303) 925-3476

WYOMING OFFICE
SUITE 500
2020 CAREY AVENUE
CHEYENNE, WYOMING 82001
TELEPHONE (307) 632-2160
TELECOPIER (307) 778-8175

S. E. DENVER OFFICE
SUITE 1250
7887 EAST BELLEVIEW AVENUE
ENGLEWOOD, COLORADO 80111
TELEPHONE (303) 741-1226

MONTANA OFFICE

SUITE 1400
175 NORTH 27TH STREET
BILLINGS, MONTANA 59101
TELEPHONE (406) 252-2166
TELECOPIER (406) 252-1669

SUSAN N. HARRIS DIXON

(303) 295-8250

March 12, 1986

Bureau of Land Management
P. O. Box 16563
Phoenix, Arizona 85011

Attention: Mining Claims Section

Re: East West Minerals, Inc.

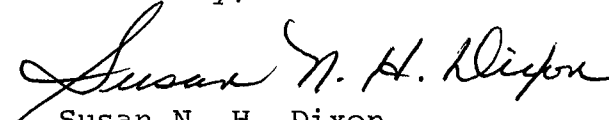
Dear Sirs:

Enclosed for recordation in your office are two Mineral Deeds, each conveying interests in certain unpatented federal mining claims located in Cochise County or Graham County.

As you instructed in our telephone conversation on March 11, 1986, the documents contain the Grantee's (East West Minerals, Inc.) address, the names of the mining claims, and the applicable BLM serial numbers.

Thank you for your assistance.

Sincerely,


Susan N. H. Dixon
for Holland & Hart

SNHD:mlg
Enclosure

RECEIVED
B.L.M. AZ STATE OFFICE

MAR 17 1986

7:45 A.M.
PHOENIX, ARIZONA

entered on computer 3/19/86 cdy

EAST WEST MINERALS, INC.

By:

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires Oct. 11, 1987

7:45 A.M.
PHOENIX, ARIZONA

MINERAL DEED

ATLANTIC RICHFIELD COMPANY, a Delaware corporation, acting through the Anaconda Minerals Company unit of its ARCO Coal Company division, 555 Seventeenth Street, Denver, Colorado 80202 ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to **EAST WEST MINERALS, INC.**, a Delaware corporation ("Grantee"), all of the interest of Grantor, in those certain unpatented federal lode and placer mining claims located in Graham County, Arizona as said claims are more particularly described on the attached Exhibit "A", by this reference made a part hereof (the "Property").

Subject to and excepting the sovereign title and rights of the United States of America and all restrictions, reservations, covenants, rights-of-way and easements of record or apparent from an inspection of the Property, Grantor warrants and will defend the title to the Property against all persons who lawfully claim the same, by, through and under the Grantor.

Additionally, excepting and reserving unto Grantor, its successors and assigns, a production royalty equal to One Dollar and Fifty Cents (U.S.) (\$1.50) per ton for each ton of 2,000 pounds of zeolite produced and sold from the property up to a total royalty maximum as specified in the Purchase Agreement between the Grantor and Grantee dated November 1, 1985 (the "Agreement"), wherein the terms of said royalty are more specifically set forth.

This conveyance is also subject to and conditioned upon the agreements, covenants and indemnifications contained in the Agreement.

Dated this 26th day of February, 1986.

This transaction is exempt from requirements of A.R.S. §§42-1611 and 42-1612 by A.R.S. §42-1614A6.

RECEIVED
B.L.M. AZ STATE OFFICE
MAR 17 1986
7:45 A.M.
PHOENIX, ARIZONA

NOTE: This Mineral Deed is sufficient and constitutes a Notice of Transfer of Interest pursuant to 43 C.F.R. § 3833.3 (1985).

ATLANTIC RICHFIELD COMPANY

By Theo L. Polasek
Senior Vice President
Anaconda Minerals Company, a
unit of ARCO Coal Company, a
division of Atlantic Richfield
Company

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 24th day of February, 1986, before me,
Pamela Pope the undersigned offi-
cer, personally appeared **Theo L. Polasek**, who acknowledged him-
self to be the Senior Vice President of Anaconda Minerals Com-
pany, a unit of ARCO Coal Company, a division of Atlantic
Richfield Company, a Delaware corporation, and that he, as such
Senior Vice President, being authorized so to do, executed the
foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official
seal.

[Signature]
Notary Public

My commission expires:

6-21-87

D1:001

Grantee mailing address:

East West Minerals, Inc.
Athletic Club Executive Suites
Suite 300
1630 Welton Street
Denver, Colorado 80202

Attention: Mr. Kenneth N. Santini

RECEIVED
B.L.M. AZ STATE OFFICE
MAR 17 1986
7:45 A.M.
PHOENIX, ARIZONA

EXHIBIT A

THE FOLLOWING DESCRIBED UNPATENTED LODE MINING CLAIMS LOCATED IN SECTION 31, TOWNSHIP 11 SOUTH, RANGE 30 EAST, GILA AND SALT LAKE MERIDIAN, UNKNOWN MINING DISTRICT, GRAHAM COUNTY, STATE OF ARIZONA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDING DATA		BLM SERIAL NUMBER
	BOOK	PAGE	
Corral No. 9	342	365-366	AMC 139207

RECEIVED
B.L.M. AZ STATE OFFICE
MAR 17 1986
7:45 A.M.
PHOENIX, ARIZONA

EXHIBIT A

THE FOLLOWING DESCRIBED UNPATENTED LODE MINING CLAIMS LOCATED IN SECTIONS 25, 30 AND 31, TOWNSHIP 11 SOUTH, RANGE 29 AND 30 EAST, GILA AND SALT RIVER MERIDIAN, UNKNOWN MINING DISTRICT, GRAHAM COUNTY, STATE OF ARIZONA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDING DATA		BLM SERIAL NUMBER
	BOOK	PAGE	
Corral No. 10	342	367-368	AMC 139208
Corral No. 11	342	369-370	AMC 139209
Corral No. 12	342	371-372	AMC 139210
Corral No. 13	342	373-374	AMC 139211
Corral No. 14	342	375-376	AMC 139212
Corral No. 15	342	377-378	AMC 139213
Corral No. 16	342	379-380	AMC 139214
Corral No. 17	342	381-382	AMC 139215
Corral No. 18	342	383-384	AMC 139216

RECEIVED
B.L.M. AZ STATE OFFICE
MAR 17 1986
7:45 A.M.
PHOENIX, ARIZONA

EXHIBIT A

THE FOLLOWING DESCRIBED UNPATENTED PLACER MINING CLAIMS LOCATED IN SECTIONS 25, 30 AND 31, TOWNSHIP 11 SOUTH, RANGE 29 AND 30 EAST, GILA AND SALT RIVER MERIDIAN, UNKNOWN MINING DISTRICT, GRAHAM COUNTY, STATE OF ARIZONA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDING BOOK	DATA PAGE	BLM SERIAL NUMBER
Artesian No. 9	342	385-386	AMC 139225
Artesian No. 10	342	387-388	AMC 139226
Artesian No. 11	342	389-390	AMC 139227
Artesian No. 12	342	391-392	AMC 139228
Artesian No. 13	342	393-394	AMC 139229
Artesian No. 14	342	395-396	AMC 139230
Artesian No. 15	342	397-398	AMC 139231
Artesian No. 16	342	399-400	AMC 139232

EAST WEST MINERALS, INC.

RECEIVED
B.L.M. AZ STATE OFFICE
MAR 17 1986
7400 N. ...
PHOTOGRAPH ...

MINERAL DEED

ATLANTIC RICHFIELD COMPANY, a Delaware corporation, acting through the Anaconda Minerals Company unit of its ARCO Coal Company division, 555 Seventeenth Street, Denver, Colorado 80202 ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to **EAST WEST MINERALS, INC.**, a Delaware corporation ("Grantee"), all of the interest of Grantor, in those certain unpatented federal lode and placer mining claims located in Cochise County, Arizona as said claims are more particularly described on the attached Exhibit "A", by this reference made a part hereof (the "Property").

Subject to and excepting the sovereign title and rights of the United States of America and all restrictions, reservations, covenants, rights-of-way and easements of record or apparent from an inspection of the Property, Grantor warrants and will defend the title to the Property against all persons who lawfully claim the same, by, through and under the Grantor.

Additionally, excepting and reserving unto Grantor, its successors and assigns, a production royalty equal to One Dollar and Fifty Cents (U.S.) (\$1.50) per ton for each ton of 2,000 pounds of zeolite produced and sold from the property up to a total royalty maximum as specified in the Purchase Agreement between the Grantor and Grantee dated November 1, 1985 (the "Agreement"), wherein the terms of said royalty are more specifically set forth.

This conveyance is also subject to and conditioned upon the agreements, covenants and indemnifications contained in the Agreement.

Dated this 26th day of February, 1986.

This transaction is exempt from requirements of A.R.S. §§42-1611 and 42-1612 by A.R.S. §42-1614A6.

RECEIVED
B.L.M. AZ STATE OFFICE
MAR 17 1986

NOTE: This Mineral Deed is sufficient and constitutes a Notice of Transfer of Interest pursuant to 43 C.F.R. § 3833.3 (1985).

ATLANTIC RICHFIELD COMPANY

By Theo L. Polasek
Senior Vice President
Anaconda Minerals Company, a
unit of ARCO Coal Company, a
division of Atlantic Richfield
Company

STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss.

On this 26th day of February, 1986, before me, Pamela Page, the undersigned officer, personally appeared Theo L. Polasek, who acknowledged himself to be the Senior Vice President of Anaconda Minerals Company, a unit of ARCO Coal Company, a division of Atlantic Richfield Company, a Delaware corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Pamela Page
Notary Public

My commission expires:

6-21-87

D1:001

Grantee mailing address:

East West Minerals, Inc.
Athletic Club Executive Suites
Suite 300
1630 Welton Street
Denver, Colorado 80202

Attention: Mr. Kenneth N. Santini

RECEIVED
B.L.M. AZ STATE OFFICE
MAR 17 1986

PHOTOGRAPHY

EXHIBIT A

THE FOLLOWING DESCRIBED UNPATENTED LODE MINING CLAIMS LOCATED IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 30 EAST, GILA AND SALT RIVER MERIDIAN, UNKNOWN MINING DISTRICT, COCHISE COUNTY, STATE OF ARIZONA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDING BOOK	DATA PAGE	BLM SERIAL NUMBER
Corral No. 1	1537	315-316	AMC 139199
Corral No. 2	1537	317-318	AMC 139200
Corral No. 3	1537	319-320	AMC 139201
Corral No. 4	1537	321-322	AMC 139202
Corral No. 5	1537	323-324	AMC 139203
Corral No. 6	1537	325-326	AMC 139204
Corral No. 7	1537	327-328	AMC 139205
Corral No. 8	1537	329-330	AMC 139206
Corral No. 9	1537	331-332	AMC 139207

RECEIVED
B.L.M. AZ
MAR 17 1986
74
PHOTOGRAPH

EXHIBIT A

THE FOLLOWING DESCRIBED UNPATENTED PLACER MINING CLAIMS LOCATED IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 30 EAST, GILA AND SALT RIVER MERIDIAN, UNKNOWN MINING DISTRICT, COCHISE COUNTY, STATE OF ARIZONA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDING BOOK	DATA PAGE	BLM SERIAL NUMBER
Artesian No. 1	1537	333-334	AMC 139217
Artesian No. 2	1537	335-336	AMC 139218
Artesian No. 3	1537	337-338	AMC 139219
Artesian No. 4	1537	339-340	AMC 139220
Artesian No. 5	1537	341-342	AMC 139221
Artesian No. 6	1537	343-344	AMC 139222
Artesian No. 7	1537	345-346	AMC 139223
Artesian No. 8	1537	347-348	AMC 139224

RECEIVED
B.L.M. AZ
MAR 17 1986

ANACONDA Minerals Company
555 Seventeenth Street
Denver, Colorado 80202
Telephone 303 575 4000

ARIZONA STATE OFFICE
BUREAU OF LAND MANAGEMENT

FEB 25 1982

7:45 A.M.
PHOENIX, ARIZONA

125000
139199

Bureau of Land Management
Arizona State Office
2400 Valley Bank Center
Phoenix, Arizona 85073

Re: Notice of Transfer of Interest

Dear Sir:

As required by Title 43 CFR 3833.3, notice is hereby given of a transfer of ownership by merger effective December 31, 1981, whereby The Anaconda Company has merged into its parent corporation, Atlantic Richfield Company, with reference to the unpatented mining claims listed on Exhibit A attached hereto.

Additionally, Anaconda Copper Company has undergone a name change and will now be known as Anaconda Minerals Company, an operating division of Atlantic Richfield.

Please change your records accordingly and forward all future notices and correspondence to:

Anaconda Minerals Company
A Division of Atlantic
Richfield Company
Attention: Property Administration
Mineral Lands Department
555 - 17th Street
Denver, Colorado 80202

Updated CR

Should you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Donna L. Fejfar
Donna L. Fejfar
Property Administrator

CERTIFIED: P26-8448636

cc: E. Savelson
R. Alletag
L. Wodell
P.A. File

EXHIBIT A

PROJECT: BOWIE ZEOLITES

Claim Name and Number

BLM Serial No.

Artesian No. 1-16	A MC 139217-139232 ✓
Corral No. 1-18	139199-139216 ✓
KITTY 1-8	125005-125012 ✓

PROJECT: MAGMA COPPER

Claim Name and Number

BLM Serial No.

Cholla Flat (Amended)	A MC 62308 ✓
San Toy (Amended)	62309 ✓
Golden Terra (Amended)	62310 ✓
Happy Valley (Amended)	62311 ✓
Cholla (Amended)	62312 ✓
Sunrise (Amended)	62313 ✓
Red Hill (Amended)	62314 ✓
Saguara 1-3	62315-62317 ✓
Highway 1-5	62318-62322 ✓
Apolla (Amended)	62323 ✓
Apollo Extension (Amended)	62324 ✓
Apollo Extension No. 1-2 (Amended)	62325-62326 ✓
Lucky Boy (Amended)	62327 ✓
Erffetch Extension (Amended)	62328 ✓
Oversight Fraction (Amended)	62329 ✓
Nit Wit (Amended)	62330 ✓
Real McCoy (Amended)	62331 ✓

PROJECT: THREE R

Claim Name and Number

BLM Serial No.

Big Four No. 3-4	A MC 51965-51966 ✓
Colossus No. 2-5	51967-51970 ✓
Hilltop No. 2-6	51971-51975 ✓
Boot No. 1-39	51976-52014 ✓
Boot 52-61	52015-52024 ✓
Boot 70-88	52025-52043 ✓
Boot 90-95	52044-52049 ✓
Boot 97-106	52050-52059 ✓
Flux Mine	
Flux No. 1-5	52060-52064 ✓
Flux No. 11	52065 ✓
Flux No. 15-16	52066-52067 ✓
Flux No. 18	52068 ✓
Flux No. 23	52069 ✓
Flux No. 25	52070 ✓
Rockney	52071 ✓

Project: Bowie Zeolites (East)
LMS #: _____

EXHIBIT A

The following described unpatented placer mining claims located in Section(s) 27 Township(s) 11 South, Range(s) 29 East, Gila and Salt River Meridian, Sam Simon Mining District, Graham County, State of Arizona, the location notice of which are of record in the office of the County Clerk or Recorder and filed in the State Office of the United States Bureau of Land Management as follows:

<u>CLAIM NAME AND NO.</u>	<u>RECORDING BOOK</u>	<u>DATA PAGE</u>	<u>BLM SERIAL NO.</u>
WIE NO. 22	304	331-332	AMC 36274 ✓

Project: Bowie Zeolites (East)
LMS #: _____

EXHIBIT A

The following described unpatented lode mining claims located in Section(s) 27 and 28 Township(s) 11 South, Range(s) 29 East, Gila and Salt River Meridian, Sam Simon Mining District, Graham County, State of Arizona, the location notice of which are of record in the office of the County Clerk or Recorder and filed in the State Office of the United States Bureau of Land Management as follows:

CLAIM NAME AND NO.	RECORDING DATA		BLM SERIAL NO.
	BOOK	PAGE	
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BO No. 10	304	295-296	36256✓
BO No. 11	304	297-298	36257✓
BO No. 12	304	299-300	36258✓
BO No. 13	304	301-302	36259✓
BO No. 14	304	303-304	36260✓
BO No. 15	304	305-306	36261✓
BO No. 16	304	307-308	36262✓
BO No. 17	304	309-310	36263✓
BO No. 18	304	311-312	36264✓
BO No. 19	304	313-314	36265✓
BO No. 20	304	315-316	36266✓
BO No. 21	304	317-318	36267✓
BO No. 22	304	319-320	36268✓
BO No. 23	304	321-322	36269✓
BO No. 24	304	323-324	36270✓
BO No. 25	304	325-326	36271✓
BO No. 26	304	327-328	36272✓
BO No. 27	304	329-330	36273✓

Project: Bowie Zeolites (West)
LMS #: _____

EXHIBIT A

The following described unpatented lode mining claims located in Section(s) 13 and 14 Township(s) 11 South, Range(s) 28 East, Gila and Salt River Meridian, Sam Simon Mining District, Graham County, State of Arizona, the location notice of which are of record in the office of the County Clerk or Recorder and filed in the State Office of the United States Bureau of Land Management as follows:

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BO No. 1	304	277-278	AMC 36247✓
BO No. 2	304	279-280	36248✓
BO No. 3	304	281-282	36249✓
BO No. 4	304	283-284	36250✓
BO No. 5	304	285-286	36251✓
BO No. 6	304	287-288	36252✓
BO No. 7	304	289-290	36253✓

Project: Bowie zeolites

EXHIBIT A

The following described unpatented placer mining claims situate in the County of Graham, State of Arizona, the location notices for which are of record in the Office of the County Recorder for said Graham County, State of Arizona in the Books at the Pages set forth below and filed in the Arizona State Office of the United States Bureau of Land Management under the Serial Numbers indicated, as follows:

<u>CLAIM NAME AND NO.</u>	<u>DATE OF LOCATION</u>	<u>RECORDING ROLL</u>	<u>DATA PAGE</u>	<u>BLM SERIAL NO.</u>
TUFFA TEX 11	12/19/80	336	483	AMC 125000✓
TUFFA TEX 12	12/19/80	336	485	125001✓
TUFFA TEX 13	12/19/80	336	487	125002✓
TUFFA TEX 14	12/19/80	336	489	125003✓
TUFFA TEX 15	12/19/80	336	491	125004✓

Project: Winkelman Zeolites
LMS #: _____

EXHIBIT A

The following described unpatented lode mining claims located in Section(s) 1, 6 and 31, Township(s) 3-4 South, Range(s) 15-16 East, Gila and Salt River Meridian, Banner Mining District, Gila County, State of Arizona, the location notices of which are of record in the office of the County Clerk or Recorder and filed in the State Office of the United States Bureau of Land Management as follows:

CLAIM NAME AND NO.	RECORDING DATA		BLM SERIAL NO.
	BOOK	PAGE	
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WINK No. 2	438	597	18739✓
WINK No. 3	438	598	18740✓
WINK No. 4	438	599	18741✓
WINK No. 5	438	600	18742✓
WINK No. 6	438	601	18743✓
WINK No. 7	438	602	18744✓
WINK No. 8	438	603	18745✓
WINK No. 9	438	604	18746✓
WINK No. 10	438	605	18747✓
WINK No. 11	438	606	18748✓
WINK No. 12	438	607	18749✓
WINK No. 13	438	608	18750✓
WINK No. 14	438	609	18751✓
WINK No. 15	438	610	18752✓
WINK No. 16	438	611	18753✓
WINK No. 17	438	612	18754✓
WINK No. 18	438	613	18755✓
WINK No. 19	438	614	18756✓
WINK No. 20	438	615	18757✓
WINK No. 21	438	616	18758✓
WINK No. 22	438	617	18759✓
WINK No. 23	438	618	18760✓
(Amended)	441	643-644	
WINK No. 24	438	619	18761✓
WINK No. 25	438	620	18762✓
WINK No. 26	438	621	18763✓
WINK No. 27	438	622	18764✓
WINK No. 28	438	623	18765✓
WINK No. 29	438	624	18766✓
WINK No. 30	438	625	18767✓
WINK No. 32	438	627	18769✓
WINK No. 34	438	629	18771✓
WINK No. 36	438	631	18773✓
WINK No. 38	438	633	18775✓
WINK No. 40	438	635	18777✓
WINK No. 42	438	637	18779✓

300
4:55
M

479611

STATE OF ARIZONA, County of Gila, ss;

I do hereby certify that the within instrument was filed and recorded at request of

Anaconda Copper Company

Date Dec. 14, 1981 Time 4:55 P. M., Docket 554

Official Records Page 389-391

Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder

By Mary V. De Paoli, Recorder.INDEXED
MICROFILMED
PAGE

COMPARED

Anaconda Copper Company
555 Seventeenth St.
Denver, Colo. 80217
Attn: Donna L. Jeffers

Project: Winkleman Zeolites
LMS #:

EXHIBIT A

The following described unpatented placer mining claims located in Section(s) 1, 6 and 31, Township(s) 3-4 South, Range(s) 15-16 East, Gila and Salt River Meridian, Banner Mining District, Gila County, State of Arizona, the location notices of which are of record in the office of the County Clerk or Recorder and filed in the State Office of the United States Bureau of Land Management as follows:

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	BOOK	PAGE	
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Z-Lite No. 3	438	642	18682-
Z-Lite No. 4	438	643	18683-
Z-Lite No. 5	438	644	18684-
Z-Lite No. 6	438	645	18685-
Z-Lite No. 7	438	646	18686-
Z-Lite No. 8	438	647	18687-
Z-Lite No. 9	438	648	18688-
Z-Lite No. 10	438	649	18689-
Z-Lite No. 11	438	650	18690-
Z-Lite No. 12	438	651	18691-
Z-Lite No. 13	438	652	18692-
Z-Lite No. 14	438	653	18693-
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Z-Lite No. 16	438	655	18695-
Z-Lite No. 17	438	656	18696-
Z-Lite No. 18	438	657	18697-
Z-Lite No. 19	438	658	18698-
Z-Lite No. 20	438	659	18699-
Z-Lite No. 21	438	660	18700-
Z-Lite No. 22	438	661	18701-
Z-Lite No. 23	438	662	18702-
Z-Lite No. 24	438	663	18703-
Z-Lite No. 25	438	664	18704-
Z-Lite No. 26	438	665	18705-
Z-Lite No. 27A	438	667	18737-
Z-Lite No. 29	438	669	18708-
Z-Lite No. 30	438	670	18709-
Z-Lite No. 31	438	671	18710-
Z-Lite No. 32	438	672	18711-
Z-Lite No. 33	438	673	18712-
Z-Lite No. 34	438	674	18713-
Z-Lite No. 35	438	675	18714-
Z-Lite No. 36	438	676	18715-
Z-Lite No. 37	438	677	18716-
Z-Lite No. 38	438	678	18717-
Z-Lite No. 39	438	679	18718-
Z-Lite No. 41	438	681	18720-
Z-Lite No. 43	438	683	18722-
Z-Lite No. 45	438	685	18724-
Z-Lite No. 47	438	687	18726-
Z-Lite No. 48	438	688	18727-
Z-Lite No. 49	438	689	18728-

3:50
4:55
M

479610

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Anaconda Copper Company
Date Dec. 14, 1981 Time 4:55 P. M., Docket 554 Official Records Page S 386-388
Records of Gila County, Arizona.
WITNESS my hand and official seal the day and year first above written.
Anaconda Copper Company
55 Seventeenth St.
Denver, Colorado 80217
Donna R. Jeffer
INDEXED
MICROFILMED
PAGE 1 COMPARED
MARY V. DE PAOLI, County Recorder
By Mary V. De Paoli, Recorder.

139199

ANACONDA Minerals Company
555 Seventeenth Street
Denver, Colorado 80202
Telephone 303 575 4000

ARIZONA STATE OFFICE
BUREAU OF LAND MANAGEMENT



FEB 25 1982

7:45 A.M.
PHOENIX, ARIZONA

Bureau of Land Management
Arizona State Office
2400 Valley Bank Center
Phoenix, Arizona 85073

Re: Notice of Transfer of Interest

Dear Sir:

As required by Title 43 CFR 3833.3, notice is hereby given of a transfer of ownership by merger effective December 31, 1981, whereby The Anaconda Company has merged into its parent corporation, Atlantic Richfield Company, with reference to the unpatented mining claims listed on Exhibit A attached hereto.

Additionally, Anaconda Copper Company has undergone a name change and will now be known as Anaconda Minerals Company, an operating division of Atlantic Richfield.

Please change your records accordingly and forward all future notices and correspondence to:

Anaconda Minerals Company
A Division of Atlantic
Richfield Company
Attention: Property Administration
Mineral Lands Department
555 - 17th Street
Denver, Colorado 80202

Updated CR

Should you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Donna L. Fejfar

Donna L. Fejfar
Property Administrator

CERTIFIED: P26-8448636

cc: E. Savelson
R. Alletag
L. Wodell
P.A. File

Project: Bowie zeolites

EXHIBIT A

The following described unpatented placer mining claims situate in the County of Graham, State of Arizona, the location notices for which are of recorded in the Office of the County Recorder for said Graham County, State of Arizona in the Books at the Pages set forth below and filed in the Arizona State Office of the United States Bureau of Land Management under the Serial Numbers indicated, as follows:

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TUFFA TEX 15	12/19/80	336	491	125004✓

Project: Bowie Zeolites (West)
LMS #: _____

EXHIBIT A

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BO No. 4	304	283-284	36250✓
BO No. 5	304	285-286	36251✓
BO No. 6	304	287-288	36252✓
BO No. 7	304	289-290	36253✓

Project: Bowie Zeolites (East)
LMS #: _____

EXHIBIT A

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Project: Bowie Zeolites (East)
LMS #: _____

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	<u>BOOK</u>	<u>PAGE</u>	
WIE NO. 22	304	331-332	AMC 36274 ✓

EXHIBIT A

PROJECT: BOWIE ZEOLITES

Claim Name and Number

BLM Serial No.

Artesian No. 1-16

A MC 139217-139232 ✓

Corral No. 1-18

139199-139216 ✓

KITTY 1-8

125005-125012 ✓

PROJECT: MAGMA COPPER

Claim Name and Number

BLM Serial No.

Cholla Flat (Amended)

A MC 62308 ✓

San Toy (Amended)

62309 ✓

Golden Terra (Amended)

62310 ✓

Happy Valley (Amended)

62311 ✓

Cholla (Amended)

62312 ✓

Sunrise (Amended)

62313 ✓

Red Hill (Amended)

62314 ✓

Saguara 1-3

62315-62317 ✓

Highway 1-5

62318-62322 ✓

Apolla (Amended)

62323 ✓

Apollo Extension (Amended)

62324 ✓

Apollo Extension No. 1-2 (Amended)

62325-62326 ✓

Lucky Boy (Amended)

62327 ✓

Erffetch Extension (Amended)

62328 ✓

Oversight Fraction (Amended)

62329 ✓

Nit Wit (Amended)

62330 ✓

Real McCoy (Amended)

62331 ✓

PROJECT: THREE R

Claim Name and Number

BLM Serial No.

Big Four No. 3-4

A MC 51965-51966 ✓

Colossus No. 2-5

51967-51970 ✓

Hilltop No. 2-6

51971-51975 ✓

Boot No. 1-39

51976-52014 ✓

Boot 52-61

52015-52024 ✓

Boot 70-88

52025-52043 ✓

Boot 90-95

52044-52049 ✓

Boot 97-106

52050-52059 ✓

Flux Mine

Flux No. 1-5

52060-52064 ✓

Flux No. 11

52065 ✓

Flux No. 15-16

52066-52067 ✓

Flux No. 18

52068 ✓

Flux No. 23

52069 ✓

Flux No. 25

52070 ✓

Rockney

52071 ✓

Project: Winkleman Zeolites
LMS #: _____

EXHIBIT A

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WINK No. 30	438	625	18767-
WINK No. 32	438	627	18769-
WINK No. 34	438	629	18771-
WINK No. 36	438	631	18773-
WINK No. 38	438	633	18775-
WINK No. 40	438	635	18777-
WINK No. 42	438	637	18779-

300
4:55
M

479611

STATE OF ARIZONA, County of Gila, ss:

Anaconda Copper Company

I do hereby certify that the within instrument was filed and recorded at request of _____

Date Dec. 14, 1981 Time 4:55 P. M., Docket 554

Official Records Pages 389-391

Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

Anaconda Copper Company
555 Seventeenth St.
Denver Colo., 80217
Attn: Donna L. Jeffers

INDEXED
MICROFILMED
BASE

MARY V. DE PAOLI, County Recorder

By Mary V. De Paoli, Recorder.

Project: Winkleman Zeolites
LMS #: _____

EXHIBIT A

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Z-Lite No. 17	438	656	18696-
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Z-Lite No. 23	438	662	18702-
Z-Lite No. 24	438	663	18703-
Z-Lite No. 25	438	664	18704-
Z-Lite No. 26	438	665	18705-
Z-Lite No. 27A	438	667	18737-
Z-Lite No. 29	438	669	18708-
Z-Lite No. 30	438	670	18709-
Z-Lite No. 31	438	671	18710-
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Z-Lite No. 33	438	673	18712-
Z-Lite No. 34	438	674	18713-
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Z-Lite No. 36	438	676	18715-
Z-Lite No. 37	438	677	18716-
Z-Lite No. 38	438	678	18717-
Z-Lite No. 39	438	679	18718-
Z-Lite No. 41	438	681	18720-
Z-Lite No. 43	438	683	18722-
Z-Lite No. 45	438	685	18724-
Z-Lite No. 47	438	687	18726-
Z-Lite No. 48	438	688	18727-
Z-Lite No. 49	438	689	18728-

479610

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of Anaconda Copper CompanyDate Dec. 14, 1981 Time 4:55 P. M., Docket 554 Official Records Page S 386-388
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder

By Mary V. De Paoli, Recorder.INDEXED
MICROFILMED

PAGE

8360
4:55
M
Anaconda Copper Company
555 Seventeenth St.
Denver, Colorado 80217
W. J. Jester

NOTICE!!

These documents have been scanned!

Do not place un-scanned documents beneath this notice!

Do not remove this notice from this file!

GPO Jacket No. 560-102
Print Order 61540
Rise Business Services, LLC
Job=AZ15 8/14/2019



Box Number= AZ15218



Claim Begin-End: AMC139199-AMC139232

4 Annual Filings



AZ15218-4

AMC139164-AMC141486

Daniel T. Eyde
CTO
791 W. Giaconda Way
Tucson, AZ 85704
520.744.6667
deyde@stcloudmining.com

August 20, 2019

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Ladies and Gentlemen:

Please find enclosed the annual maintenance fee payment of two thousand six hundred forty dollars (\$2,640.00) for maintenance of the Artesian group placer mining claims, Cochise and Graham Counties, Arizona.

The owner address of record for the mining claims in the BLM system is:

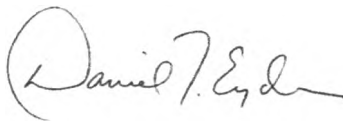
Cheto Partners
P.O. Box 509
Cortaro, Az 85652

Please update the owner address of record for the mining claims to:

Cheto Partners, LLC
791 W. Giaconda Way
Tucson, AZ 85704

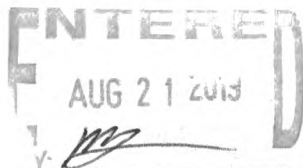
If you have any questions, you may call my agent Al Burch at 602-418-7665 or me at 520-744-6667.


Sincerely,



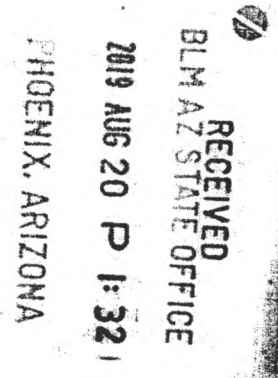
Daniel T. Eyde
CTO and President

1 Attachment



NO. OF CLAIMS 16
AMOUNT \$2640.
RECEIPT NO. 4537851
INIT. 

** BLM-ASO**



**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004**

Maintenance Fees

FOR: 2020 (September 1, 2019 – August 31, 2020)

(Cheto Partners, LLC – Cochise and Graham Counties, Arizona)

The following describes unpatented mining claims located in Township 12 South, Range 30 East, Section 6, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 1	139217	20
Artesian No. 2	139218	20
Artesian No. 3	139219	20
Artesian No. 4	139220	20
Artesian No. 5	139221	20
Artesian No. 6	139222	20
Artesian No. 7	139223	20
Artesian No. 8	139224	20

TOTAL: 8 CLAIMS

The following describes unpatented mining claims located in Township 11 South, Ranges 29 and 30 East, Sections 25, 30, and 31, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 9	139225	20
Artesian No. 10	139226	20
Artesian No. 11	139227	20
Artesian No. 12	139228	20
Artesian No. 13	139229	20
Artesian No. 14	139230	20
Artesian No. 15	139231	20
Artesian No. 16	139232	20

TOTAL: 8 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
791 W. Giaconda Way
Tucson, AZ 85704

RECEIVED
BLM AZ STATE OFFICE
2019 AUG 20 P 1:32
PHOENIX, ARIZONA

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2019, have been calculated by multiplying each 20-acre parcel in the 16 claims by \$165, resulting in a total amount due to the BLM, enclosed herewith, of two thousand six hundred forty dollars (\$2,640.00).

United States Department of the Interior
Bureau of Land Management
DIV OF LANDS, MINRLS & ENERGY
ONE N CENTRAL AVE
PHOENIX, AZ 85004 -4427
Phone: 602-417-9200

Receipt

No: 4537851

Transaction #: 4658771	
Date of Transaction: 08/20/2019	
CUSTOMER:	
	CHETO PARTNERS LLC 791 W GIACONDA WAY TUCSON, AZ 85704-4304 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS- NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED CASES: AMC139217/\$2640.00	2020 MAINT (16)	- n/a -	2640.00
TOTAL:					\$2,640.00

PAYMENT INFORMATION				
1	AMOUNT:	2640.00	POSTMARKED:	N/A
	TYPE:	CHECK	RECEIVED:	08/20/2019
	CHECK NO:	25027		
	NAME:	ST CLOUD MINING CO PO BOX 196 WINSTON NM 87943 US		

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

400501

13512

139199

Maintenance Fees

FOR: 2019 (September 1, 2018 – August 31, 2019)

(Dan, Kathy, Sean, and Zach Eyde – Cochise County, Arizona)

The following describes unpatented mining claims located in Township 12 South, Range 29 East, Section 2, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Grace No. 1	400501	60
Grace No. 2	400502	80

\$465
\$620
\$1085

TOTAL: 2 CLAIMS

Name and Address of Owner or Claimant:

Dan, Kathy, Sean, and Zach Eyde
791 W. Giaconda Way
Tucson, AZ 85704

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2018, have been calculated by multiplying each of the 20-acre parcels (7 parcels) in the 2 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of one thousand eighty-five dollars (\$1,085.00).

RECEIVED
BLM AZ STATE OFFICE
2018 AUG 16 P 1:55
PHOENIX, ARIZONA

NO. OF CLAIMS 2
AMOUNT \$1085
RECEIPT NO. 1-237036
INIT. EXG

** BLM-ASO**

ENTERED
AUG 21 2018
BY: Ram

Daniel T. Eyde
CTO
791 W. Giaconda Way
Tucson, AZ 85704
520.744.6667
deyde@stcloudmining.com

August 16, 2018

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Ladies and Gentlemen:

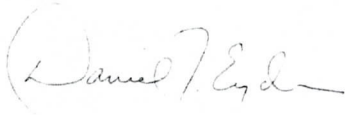
Please find enclosed the annual maintenance fee payment of two thousand three hundred twenty-five dollars (\$2,325.00) for maintenance of the Cholla group placer mining claims, Graham County, Arizona.

Please update the address of record for the mining claims to:

Cheto Partners, LLC
791 W. Giaconda Way
Tucson, AZ 85704

If you have any questions, you may call my agent Al Burch at 602-418-7665 or me at 520-744-6667.

Sincerely,



Daniel T. Eyde
CTO and President

1 Attachment

RECEIVED
BLM AZ STATE OFFICE
2018 AUG 16 P 1:55
PHOENIX, ARIZONA

NO. OF CLAIMS	15
AMOUNT	\$ 2325.
RECEIPT NO.	4237636
INIT.	DEY

** BLM-ASO**

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2019 (September 1, 2018 – August 31, 2019)

(Cheto Partners, LLC – Graham County, Arizona)

The following describes unpatented mining claims located in Township 11 South, Range 29 East, Sections 27 and 34, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Cholla 1	13512	20
Cholla 2	13513	20
Cholla 3	13514	20
Cholla 4	13515	20
Cholla 5	13516	20
Cholla 6	13517	20
Cholla 7	13518	20
Cholla 8	13519	20
Cholla 9	13520	20
Cholla 10	13521	20
Cholla 11	13522	20
Cholla 12	13523	20
Cholla 14	13525	20
Cholla 15	13526	20
Cholla 16	13527	20

TOTAL: 15 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
791 W. Giaconda Way
Tucson, AZ 85704

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2018, have been calculated by multiplying each of the 20-acre parcels in the 15 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of two thousand three hundred twenty-five dollars (\$2,325.00).

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BLM AZ STATE OFFICE
2018 AUG 16 P 1:55
PHOENIX, ARIZONA



Ash Meadows, Bowie, White Cliffs, Winston

Daniel T. Eyde
CTO
791 W. Giaconda Way
Tucson, AZ 85704
520.744.6667
deyde@stcloudmining.com

August 16, 2018

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Ladies and Gentlemen:

Please find enclosed the annual maintenance fee payment of two thousand four hundred eighty dollars (\$2,480.00) for maintenance of the Artesian group placer mining claims, Cochise and Graham Counties, Arizona.

Please update the address of record for the mining claims to:

Cheto Partners, LLC
791 W. Giaconda Way
Tucson, AZ 85704

If you have any questions, you may call my agent Al Burch at 602-418-7665 or me at 520-744-6667.

Sincerely,

Daniel T. Eyde
CTO and President

1 Attachment

RECEIVED
BLM AZ STATE OFFICE
2018 AUG 16 P 1:55
PHOENIX, ARIZONA

NO. OF CLAIMS 16
AMOUNT \$2480.
RECEIPT NO. 4237036
INIT. ERC

** BLM-ASO**

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2019 (September 1, 2018 – August 31, 2019)

(Cheto Partners, LLC – Cochise and Graham Counties, Arizona)

The following describes unpatented mining claims located in Township 12 South, Range 30 East, Section 6, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 1	139217	20
Artesian No. 2	139218	20
Artesian No. 3	139219	20
Artesian No. 4	139220	20
Artesian No. 5	139221	20
Artesian No. 6	139222	20
Artesian No. 7	139223	20
Artesian No. 8	139224	20

TOTAL: 8 CLAIMS

The following describes unpatented mining claims located in Township 11 South, Ranges 29 and 30 East, Sections 25, 30, and 31, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 9	139225	20
Artesian No. 10	139226	20
Artesian No. 11	139227	20
Artesian No. 12	139228	20
Artesian No. 13	139229	20
Artesian No. 14	139230	20
Artesian No. 15	139231	20
Artesian No. 16	139232	20

TOTAL: 8 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
791 W. Giaconda Way
Tucson, AZ 85704

RECEIVED
BLM AZ STATE OFFICE
2018 AUG 16 P 1:55
PHOENIX, ARIZONA

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2018, have been calculated by multiplying each 20-acre parcel in the 16 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of two thousand four hundred eighty dollars (\$2,480.00).

United States Department of the Interior
Bureau of Land Management
DIV OF LANDS, MINRLS & ENERGY
ONE N CENTRAL AVE
PHOENIX, AZ 85004 -4427
Phone: 602-417-9200

Receipt

No: 4237036

Transaction #: 4352417	
Date of Transaction: 08/16/2018	
CUSTOMER:	
	DAN EYDE 791 W GIACONDA WAY TUCSON, AZ 85704-4304 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS- NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED CASES: AMC400501/\$5890.00	2019 MAINT (33)	- n/a -	5890.00
TOTAL:					\$5,890.00

PAYMENT INFORMATION				
1	AMOUNT:	5890.00	POSTMARKED:	N/A
	TYPE:	CHECK	RECEIVED:	08/16/2018
	CHECK NO:	2255		
	NAME:	ST CLOUD MINING CO PO BOX 1670 T OR C NM 87901 US		

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

139199
13512
400501

Maintenance Fees

FOR: 2018 (September 1, 2017 – August 31, 2018)

(Cheto Partners, LLC – Cochise and Graham Counties, Arizona)

The following describes unpatented mining claims located in Township 12 South, Range 30 East, Section 6, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 1	139217	20
Artesian No. 2	139218	20
Artesian No. 3	139219	20
Artesian No. 4	139220	20
Artesian No. 5	139221	20
Artesian No. 6	139222	20
Artesian No. 7	139223	20
Artesian No. 8	139224	20

TOTAL: 8 CLAIMS

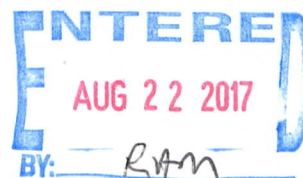
The following describes unpatented mining claims located in Township 11 South, Ranges 29 and 30 East, Sections 25, 30, and 31, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 9	139225	20
Artesian No. 10	139226	20
Artesian No. 11	139227	20
Artesian No. 12	139228	20
Artesian No. 13	139229	20
Artesian No. 14	139230	20
Artesian No. 15	139231	20
Artesian No. 16	139232	20

TOTAL: 8 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745



RECEIVED
BLM AZ STATE OFFICE
2017 AUG 21 A 11:26
PHOENIX, ARIZONA

3946543

BLM Payment: The annual maintenance fees due to the U.S. Department of Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2017, have been calculated by multiplying each 20-acre parcel in the 16 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of two thousand four hundred eighty dollars (\$2,480.00).

RECEIVED
BLM AZ STATE OFFICE
2017 AUG 21 A 11: 26
PHOENIX, ARIZONA

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2018 (September 1, 2017 – August 31, 2018)

(Cheto Partners, LLC – Graham County, Arizona)

The following describes unpatented mining claims located in Township 11 South, Range 29 East, Sections 27 and 34, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Cholla 1	13512	20
Cholla 2	13513	20
Cholla 3	13514	20
Cholla 4	13515	20
Cholla 5	13516	20
Cholla 6	13517	20
Cholla 7	13518	20
Cholla 8	13519	20
Cholla 9	13520	20
Cholla 10	13521	20
Cholla 11	13522	20
Cholla 12	13523	20
Cholla 14	13525	20
Cholla 15	13526	20
Cholla 16	13527	20

TOTAL: 15 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2017, have been calculated by multiplying each of the 20-acre parcels in the 15 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of two thousand three hundred twenty-five dollars (\$2,325.00).

RECEIVED
BLM AZ STATE OFFICE
2017 AUG 21 A 11:26
PHOENIX, ARIZONA

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2018 (September 1, 2017 – August 31, 2018)

(Dan, Kathy, Sean, and Zach Eyde – Cochise County, Arizona)

The following describes unpatented mining claims located in Township 12 South, Range 29 East, Section 2, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Grace No. 1	400501	60
Grace No. 2	400502	80

TOTAL: 2 CLAIMS

Name and Address of Owner or Claimant:

Dan, Kathy, Sean, and Zach Eyde
791 Giaconda Way
Tucson, AZ 85704

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2017, have been calculated by multiplying each of the 20-acre parcels (7 parcels) in the 2 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of one thousand eighty-five dollars (\$1,085.00).

RECEIVED
BLM AZ STATE OFFICE
2017 AUG 21 A 11:26
PHOENIX, ARIZONA

United States Department of the Interior
Bureau of Land Management
DIV OF LANDS, MINRLS & ENERGY
ONE N CENTRAL AVE
PHOENIX, AZ 85004 -4427
Phone: 602-417-9200

Receipt

No: 3946543

Transaction #: 4056249	
Date of Transaction: 08/21/2017	
CUSTOMER:	
	CHETO PARTNERS LLC 1955 W GRANT RD STE 200 TUCSON, AZ 85745-1477 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS- NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED CASES: AMC139217/\$5890.00	MAINT 2018/38	- n/a -	5890.00
TOTAL:					\$5,890.00

PAYMENT INFORMATION				
1	AMOUNT:	5890.00	POSTMARKED:	N/A
	TYPE:	CHECK	RECEIVED:	08/21/2017
	CHECK NO:	2223		
	NAME:	ST CLOUD MINING COMAPNY BOX 1670 T OR C NM 87901 US		

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2017 (September 1, 2016 – August 31, 2017)

(Cheto Partners, LLC – Cochise and Graham Counties, Arizona)

The following describes unpatented mining claims located in Township 12 South, Range 30 East, Section 6, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 1	139217	20
Artesian No. 2	139218	20
Artesian No. 3	139219	20
Artesian No. 4	139220	20
Artesian No. 5	139221	20
Artesian No. 6	139222	20
Artesian No. 7	139223	20
Artesian No. 8	139224	20

TOTAL: 8 CLAIMS

The following describes unpatented mining claims located in Township 11 South, Ranges 29 and 30 East, Sections 25, 30, and 31, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 9	139225	20
Artesian No. 10	139226	20
Artesian No. 11	139227	20
Artesian No. 12	139228	20
Artesian No. 13	139229	20
Artesian No. 14	139230	20
Artesian No. 15	139231	20
Artesian No. 16	139232	20

TOTAL: 8 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745

13512
139199
345648
400501

RECEIVED
BLM AZ STATE OFFICE
2016 AUG 16 A 10:28
PHOENIX, ARIZONA

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2016, have been calculated by multiplying each 20-acre parcel in the 16 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of two thousand four hundred eighty dollars (\$2,480.00).

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BLM AZ STATE OFFICE
2016 AUG 16 A 10:28
PHOENIX, ARIZONA

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2017 (September 1, 2016 – August 31, 2017)

(Cheto Partners, LLC – Mohave County, Arizona)

The following describes unpatented mining claims located in Township 14 North, Range 11 West, Section 12, Gila and Salt River Meridian, Mohave County, State of Arizona, the location notices of which are recorded in the office of the Mohave County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
BC 1	345648	40
BC 2	345649	40
BC 3	345650	80
BC 4	345651	80

TOTAL: 4 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2016, have been calculated by multiplying each of the 20-acre parcels (12) in the 4 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of one thousand eight hundred sixty dollars (\$1,860.00).

RECEIVED
BLM AZ STATE OFFICE
2016 AUG 16 A 10:28
PHOENIX, ARIZONA

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2017 (September 1, 2016 – August 31, 2017)

(Cheto Partners, LLC – Graham County, Arizona)

The following describes unpatented mining claims located in Township 11 South, Range 29 East, Sections 27 and 34, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Cholla 1	13512	20
Cholla 2	13513	20
Cholla 3	13514	20
Cholla 4	13515	20
Cholla 5	13516	20
Cholla 6	13517	20
Cholla 7	13518	20
Cholla 8	13519	20
Cholla 9	13520	20
Cholla 10	13521	20
Cholla 11	13522	20
Cholla 12	13523	20
Cholla 14	13525	20
Cholla 15	13526	20
Cholla 16	13527	20

TOTAL: 15 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2016, have been calculated by multiplying each of the 20-acre parcels in the 15 claims by \$155, resulting in a total amount due to the BLM enclosed herewith, of two thousand three hundred twenty-five dollars (\$2,325.00).

RECEIVED
BLM AZ STATE OFFICE
2016 AUG 16 A 10:28
PHOENIX, ARIZONA

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2017 (September 1, 2016 – August 31, 2017)

(Dan, Kathy, Sean, and Zach Eyde – Cochise County, Arizona)

The following describes unpatented mining claims located in Township 12 South, Range 29 East, Section 2, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Grace No. 1	400501	60
Grace No. 2	400502	80

TOTAL: 2 CLAIMS

Name and Address of Owner or Claimant:

Dan, Kathy, Sean, and Zach Eyde
791 Giaconda Way
Tucson, AZ 85704

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2016, have been calculated by multiplying each of the 20-acre parcels (7 parcels) in the 2 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of one thousand eighty-five dollars (\$1,085.00).

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BLM AZ STATE OFFICE
2016 AUG 16 A 10:28
PHOENIX, ARIZONA

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MINING CLAIMS
(MASS) Serial Register Page**

Run Date/Time: 08/16/16 11:24 AM

Page 1 c

01 10-21-1976;090STAT0090;43USC1744

Total Acres

Serial Number

Case Type 384201: PLACER CLAIM

20.000

AMC139217

Claim Name: ARTESIAN NO 1

Lead File Number

Case Disposition: ACTIVE

AMC139199

Required Maintenance Fee: \$155.00

Name & Address

Int Rel

CHEETO PARTNERS

CLAIMANT

PO BOX 509 CORTARO, AZ 85652-0509

County / State

District

COCHISE County, AZ

GILA DO

Mer Twp Rng Sec

Subdivision

14 0120S 0300E 006

SW

Act Date	Code	Action Text	Action Remarks	Receipt Number
06/24/1981	403	LOCATION DATE		
09/21/1981	395	RECORDATION NOTICE RECD		
08/24/2015	782	MAINTENANCE FEE PAYMENT	2016;\$155	3374659
08/21/2014	782	MAINTENANCE FEE PAYMENT	2015;\$155	3107984
08/26/2013	682	MAINTENANCE FEE/\$140	2014;\$140	2864615
08/21/2012	682	MAINTENANCE FEE/\$140	2013;\$140	2636951
08/30/2011	682	MAINTENANCE FEE/\$140	2012	2420356
09/01/2010	682	MAINTENANCE FEE/\$140	2011	2211580
08/04/2009	682	MAINTENANCE FEE/\$140	2010	1969892
08/21/2008	582	MAINTENANCE FEE/\$125	2009	1777479
08/30/2007	582	MAINTENANCE FEE/\$125	2008	1557647
08/30/2006	582	MAINTENANCE FEE/\$125	2007	1348041
08/31/2005	582	MAINTENANCE FEE/\$125	2006	1142664
08/30/2004	582	MAINTENANCE FEE/\$125	2005	940941
08/29/2003	482	MAINTENANCE FEE/\$100	2004	744223
08/29/2002	482	MAINTENANCE FEE/\$100	2003	551665
09/01/2001	482	MAINTENANCE FEE/\$100	2002	369843
08/17/2000	482	MAINTENANCE FEE/\$100	2001	170413
08/16/1999	482	MAINTENANCE FEE/\$100	2000	
08/31/1998	482	MAINTENANCE FEE/\$100	1999	
08/25/1997	482	MAINTENANCE FEE/\$100	1998	
08/28/1996	482	MAINTENANCE FEE/\$100	1997	
08/29/1995	482	MAINTENANCE FEE/\$100	1996	
08/29/1994	482	MAINTENANCE FEE/\$100	1995	
08/31/1993	482	MAINTENANCE FEE/\$100	1994	
08/31/1993	482	MAINTENANCE FEE/\$100	1993;RECEIPT 2025974	
09/25/1992	480	EVID OF ASSMT FILED	1992	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MINING CLAIMS
(MASS) Serial Register Page**

Run Date/Time: 08/16/16 11:24 AM

Page 2 c

11/30/2001	396	TRF OF INTEREST FILED	ASH MEADOWS ZEOLITE L	551665
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP	
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575	
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC	
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS	
08/31/1987	669	LAND STATUS CHECKED		
04/13/1987	517	NOTICE ACCEPTED		
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199	

Line Nr	Remarks
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United States Department of the Interior
Bureau of Land Management
DIV OF LANDS, MINRLS & ENERGY
ONE N CENTRAL AVE
PHOENIX, AZ 85004 -4427
Phone: 602-417-9200

Receipt

No: 3631816

Transaction #: 3735611	
Date of Transaction: 08/16/2016	
CUSTOMER:	
	CHETO PARTNERS LLC 1401 W GLENN ST TUCSON, AZ 85705-9333 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS- NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED CASES: AMC139217/\$7750.00	2017 MAINT/37	- n/a -	7750.00
TOTAL:					\$7,750.00

PAYMENT INFORMATION				
1	AMOUNT:	7750.00	POSTMARKED:	N/A
	TYPE:	CHECK	RECEIVED:	08/16/2016
	CHECK NO:	2176		
	NAME:	ST CLOUD MINING COMPANY P.O. BOX 1670 TRUTH OR CONSEQUENCES NM 87901 US		

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

ENTERED
AUG 18 2016
BY: *[Signature]*

139199

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2016 (September 1, 2015 – August 31, 2016)

(Cheto Partners, LLC – Cochise and Graham Counties, Arizona)

The following describes unpatented mining claims located in Township 11 South, Range 30 East, Section 6, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 1	139217	20
Artesian No. 2	139218	20
Artesian No. 3	139219	20
Artesian No. 4	139220	20
Artesian No. 5	139221	20
Artesian No. 6	139222	20
Artesian No. 7	139223	20
Artesian No. 8	139224	20

TOTAL: 8 CLAIMS

The following describes unpatented mining claims located in Township 11 South, Ranges 29 and 30 East, Sections 25, 30, and 31, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 9	139225	20
Artesian No. 10	139226	20
Artesian No. 11	139227	20
Artesian No. 12	139228	20
Artesian No. 13	139229	20
Artesian No. 14	139230	20
Artesian No. 15	139231	20
Artesian No. 16	139232	20

TOTAL: 8 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745



1

NO. OF CLAIMS 16
AMOUNT 2480.00
RECEIPT NO. 3374659
INIT. ERG

** BLM-ASO **

PHOENIX, ARIZONA

2015 AUG 24 A 10:54

RECEIVED
BLM AZ STATE OFFICE

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2015, have been calculated by multiplying each 20-acre parcel in the 16 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of two thousand four hundred eighty dollars (\$2,480.00).

RECEIVED
BLM AZ STATE OFFICE
2015 AUG 24 A 10:54
PHOENIX, ARIZONA

United States Department of the Interior
Bureau of Land Management
LANDS/RECREATION & PLANNING
ONE N CENTRAL AVE
PHOENIX, AZ 85004 -2203
Phone: 602-417-9200

Receipt

No: 3374659

Transaction #: 3472858

Date of Transaction: 08/24/2015

CUSTOMER:

CHETO PARTNERS LLC
1401 W GLENN ST
TUCSON, AZ 85705-9333 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS- NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED CASES: AMC139217/\$2480.00	2016 MAINT (16)	- n/a -	2480.00
TOTAL:					\$2,480.00

PAYMENT INFORMATION

1	AMOUNT:	2480.00	POSTMARKED:	N/A
	TYPE:	CHECK	RECEIVED:	08/24/2015
	CHECK NO:	2081		
	NAME:	ST CLOUD MINING CO PO BOX 1670 T OR C NM 87901 US		

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

ENTERED
AUG 25 2015
BY: IR

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

13512
345648
139199

Maintenance Fees

FOR: 2015 (September 1, 2014 – August 31, 2015)

(Cheto Partners, LLC – Graham County, Arizona)

The following describes unpatented mining claims located in Township 11 South, Range 29 East, Sections 27 and 34, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Cholla 1	13512	20
Cholla 2	13513	20
Cholla 3	13514	20
Cholla 4	13515	20
Cholla 5	13516	20
Cholla 6	13517	20
Cholla 7	13518	20
Cholla 8	13519	20
Cholla 9	13520	20
Cholla 10	13521	20
Cholla 11	13522	20
Cholla 12	13523	20
Cholla 14	13525	20
Cholla 15	13526	20
Cholla 16	13527	20

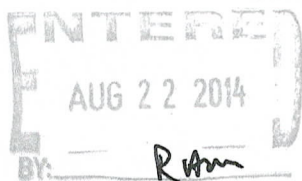
TOTAL: 15 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745

RECEIVED
BLM AZ STATE OFFICE
2014 AUG 21 P 12:26
PHOENIX, ARIZONA

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2014, have been calculated by multiplying each of the 20-acre parcels in the 15 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of two thousand three hundred twenty-five dollars (\$2,325.00).



1 NO. OF CLAIMS 15
AMOUNT 2325
RECEIPT NO. 3107984
INIT. [Signature]

** BLM-ASO **

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2015 (September 1, 2014 – August 31, 2015)

(Cheto Partners, LLC – Mohave County, Arizona)

The following describes unpatented mining claims located in Township 14 North, Range 11 West, Section 12, Gila and Salt River Meridian, Mohave County, State of Arizona, the location notices of which are recorded in the office of the Mohave County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
BC 1	345648	40
BC 2	345649	40
BC 3	345650	80
BC 4	345651	80

TOTAL: 4 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2014, have been calculated by multiplying each of the 20-acre parcels (12) in the 4 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of one thousand eight hundred sixty dollars (\$1,860.00).

RECEIVED
BLM AZ STATE OFFICE
2014 AUG 21 P 12:25
PHOENIX, ARIZONA

NO. OF CLAIMS 4
AMOUNT \$1,860
RECEIPT NO. 3107984
INIT. ELC

1

** BLM-ASO **

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

FOR: 2015 (September 1, 2014 – August 31, 2015)

(Cheto Partners, LLC – Cochise and Graham Counties, Arizona)

The following describes unpatented mining claims located in Township 11 South, Range 30 East, Section 6, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 1	139217	20
Artesian No. 2	139218	20
Artesian No. 3	139219	20
Artesian No. 4	139220	20
Artesian No. 5	139221	20
Artesian No. 6	139222	20
Artesian No. 7	139223	20
Artesian No. 8	139224	20

TOTAL: 8 CLAIMS

The following describes unpatented mining claims located in Township 11 South, Ranges 29 and 30 East, Sections 25, 30, and 31, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 9	139225	20
Artesian No. 10	139226	20
Artesian No. 11	139227	20
Artesian No. 12	139228	20
Artesian No. 13	139229	20
Artesian No. 14	139230	20
Artesian No. 15	139231	20
Artesian No. 16	139232	20

TOTAL: 8 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1955 W. Grant Rd., Ste. 200
Tucson, AZ 85745

RECEIVED
BLM AZ STATE OFFICE
2014 AUG 21 P 12:25
PHOENIX, ARIZONA

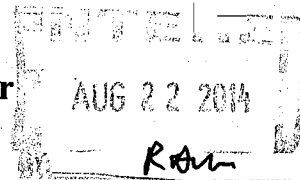
1 NO. OF CLAIMS 16
AMOUNT \$ 2480
RECEIPT NO. 3107984
INIT. SKG

** BLM-ASO**

BLM Payment: The annual maintenance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2014, have been calculated by multiplying each 20-acre parcel in the 16 claims by \$155, resulting in a total amount due to the BLM, enclosed herewith, of two thousand four hundred eighty dollars (\$2,480.00).

RECEIVED
BLM AZ STATE OFFICE
2014 AUG 21 P 12:25
PHOENIX, ARIZONA

United States Department of the Interior
Bureau of Land Management
LANDS/RECREATION & PLANNING
ONE N CENTRAL AVE
PHOENIX, AZ 85004 -2203
Phone: 602-417-9200



Receipt

No:

3107984

Transaction #: 3199639	
Date of Transaction: 08/21/2014	
CUSTOMER:	
	CHETO PARTNERS LLC 1401 W GLENN ST TUCSON, AZ 85705-9333 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS- NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED CASES: AMC13512/\$6665.00	2015 MAINT (35)	- n/a -	6665.00
TOTAL:					\$6,665.00

PAYMENT INFORMATION			
1	AMOUNT:	6665.00	POSTMARKED: N/A
	TYPE:	CHECK	RECEIVED: 08/21/2014
	CHECK NO:	2049	
	NAME:	ST CLOUD MINING COMPANY PO BOX 1670 TRUTH OR CONSEQUENCES NM 87901 US	

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

AMC 139199

Maintenance Fees

FOR: 2014 (September 1, 2013 – August 31, 2014)

(Cheto Partners, LLC – Cochise and Graham Counties, Arizona)

The following describes unpatented mining claims located in Township 11 South, Range 30 East, Section 6, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 1	139217	20
Artesian No. 2	139218	20
Artesian No. 3	139219	20
Artesian No. 4	139220	20
Artesian No. 5	139221	20
Artesian No. 6	139222	20
Artesian No. 7	139223	20
Artesian No. 8	139224	20

TOTAL: 8 CLAIMS

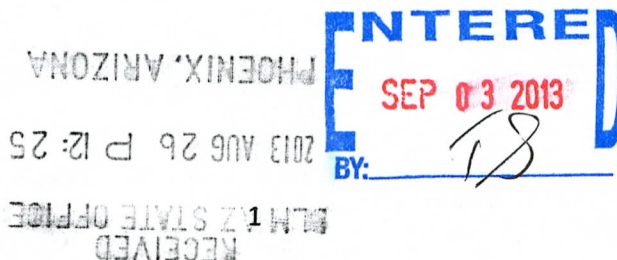
The following describes unpatented mining claims located in Township 11 South, Ranges 29 and 30 East, Sections 25, 30, and 31, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 9	139225	20
Artesian No. 10	139226	20
Artesian No. 11	139227	20
Artesian No. 12	139228	20
Artesian No. 13	139229	20
Artesian No. 14	139230	20
Artesian No. 15	139231	20
Artesian No. 16	139232	20

TOTAL: 8 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1401 W. Glenn
Tucson, AZ 85705



16
[Signature]

2864615

BLM Payment: The annual r[]enance fees due to the U.S. Department of the Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2013, have been calculated by multiplying each 20-acre parcel in the 16 claims by \$140, resulting in a total amount due to the BLM, enclosed herewith, of two thousand two hundred forty dollars (\$2,240.00).

RECEIVED
BLM AZ STATE OFFICE
2013 AUG 26 P 12:25
PHOENIX, ARIZONA

United States Department of the Interior
Bureau of Land Management
LANDS/RECREATION & PLANNING
ONE N CENTRAL AVE
PHOENIX, AZ 85004 -2203
Phone: 602-417-9200

Receipt

No:

2864615

Transaction #: 2950518

Date of Transaction: 08/26/2013

CUSTOMER:

ST. CLOUD MINING COMPANY
PO BOX 196
WINSTON, NM 87943-0196 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS-NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED CASES: AMC139217/\$2240.00	MAINT 2014/16	- n/a -	2240.00
TOTAL:					\$2,240.00

PAYMENT INFORMATION

1	AMOUNT:	2240.00	POSTMARKED:	N/A
	TYPE:	CHECK	RECEIVED:	08/26/2013
	CHECK NO:	18891		
	NAME:	ST. CLOUD MINING COMPANY PO BOX 196 WINSTON NM 87943-0196 US		

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
One North Central, Suite 800
Phoenix, AZ 85004

Maintenance Fees

AMC 139199

FOR: 2013 (September 1, 2012 – August 31, 2013)

(Cheto Partners, LLC – Cochise and Graham Counties, Arizona)

The following describes unpatented mining claims located in Township 11 South, Range 30 East, Section 6, Gila and Salt River Meridian, Cochise County, State of Arizona, the location notices of which are recorded in the office of the Cochise County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 1	139217	20
Artesian No. 2	139218	20
Artesian No. 3	139219	20
Artesian No. 4	139220	20
Artesian No. 5	139221	20
Artesian No. 6	139222	20
Artesian No. 7	139223	20
Artesian No. 8	139224	20

TOTAL: 8 CLAIMS

The following describes unpatented mining claims located in Township 11 South, Ranges 29 and 30 East, Sections 25, 30, and 31, Gila and Salt River Meridian, Graham County, State of Arizona, the location notices of which are recorded in the office of the Graham County Recorder and filed in the Arizona State Office of the Bureau of Land Management:

Claim Name	AMC Number	Acreage
Artesian No. 9	139225	20
Artesian No. 10	139226	20
Artesian No. 11	139227	20
Artesian No. 12	139228	20
Artesian No. 13	139229	20
Artesian No. 14	139230	20
Artesian No. 15	139231	20
Artesian No. 16	139232	20

TOTAL: 8 CLAIMS

Name and Address of Owner or Claimant:

Cheto Partners, LLC
c/o St. Cloud Mining Company
1401 W. Glenn
Tucson, AZ 85705

NO. OF CLAIMS 16
AMOUNT \$2240.00
RECEIPT NO. 2636951
INIT. A.L.
** BLM-ASO**

PHOENIX, ARIZONA

2012 AUG 21 A 11:12

RECEIVED
BLM AZ STATE OFFICE

ENTERED IN COMPUTER

RE 9.5.12

BLM Payment: The annual ■■■tenance fees due to the U.S. Department of ■■■Interior, Bureau of Land Management (BLM), submitted with this document on or before August 31, 2012, have been calculated by multiplying each 20-acre parcel in the 16 claims by \$140, resulting in a total amount due to the BLM, enclosed herewith, of two thousand two hundred forty dollars (\$2,240.00).

RECEIVED
BLM AZ STATE OFFICE
2012 AUG 21 A 11:11
PHOENIX, ARIZONA

United States Department of the Interior
Bureau of Land Management
LANDS/RECREATION & PLANNING
ONE N CENTRAL AVE
PHOENIX, AZ 85004 -2203
Phone: 602-417-9200

Receipt

No: 2636951

Transaction #: 2717552**Date of Transaction:** 08/22/2012

CUSTOMER:

CHE TO PARTNERS LLC
1401 W GLENN ST
TUCSON, AZ 85705-9333 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS-NOT NEW-UNADJUD, ONE AUTH NO. ONLY / MINING CLAIM MONEY RECEIVED CASES: AMC139217/\$2240.00	MAINT FEE PYMNT (16) 2013	- n/a -	2240.00
TOTAL:					\$2,240.00

PAYMENT INFORMATION

1	AMOUNT:	2240.00	POSTMARKED:	N/A
	TYPE:	CHECK	RECEIVED:	08/21/2012
	CHECK NO:	17692		
	NAME:	ST CLOUD MINING COMPANY PO BOX 196 WINSTON NM 87943 US		

REMARKS

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GPO Jacket No. 560-102
Print Order 61540
Rise Business Services, LLC
Job=AZ15 8/14/2019



Box Number= AZ15218



Claim Begin-End: AMC139199-AMC139232

5 Miscellaneous



AZ15218-4

AMC139164-AMC141486

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 6

Commodity :

Serial Number

AMC139222

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.000000000

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0120S	0300E	006	NW	SAFFORD FIELD OFFICE	COCHISE

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 3

Commodity :

Serial Number

AMC139219

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0120S	0300E	006	SW	SAFFORD FIELD OFFICE	COCHISE

Act Date	Code	Action	Action Remarks
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 11

Commodity :

Serial Number

AMC139227

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0300E	031	NW	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 15

Commodity :

Serial Number

AMC139231

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.000000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0290E	025	SE	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
Label(Acti	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
04/13/1987	517	NOTICE ACCEPTED	
12/04/1986	669	LAND STATUS CHECKED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 8

Commodity :

Serial Number

AMC139224

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.000000000

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0120S	0300E	006	NW	SAFFORD FIELD OFFICE	COCHISE

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 12

Commodity :

Serial Number

AMC139228

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.000000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0300E	031	NW	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 1

Commodity :

Serial Number

AMC139217

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0120S	0300E	006	SW	SAFFORD FIELD OFFICE	COCHISE

Act Date	Code	Action	Action Remarks
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
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01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 5

Commodity :

Serial Number

AMC139221

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0120S	0300E	006	NW	SAFFORD FIELD OFFICE	COCHISE

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 2

Commodity :

Serial Number

AMC139218

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.000000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0120S	0300E	006	SW	SAFFORD FIELD OFFICE	COCHISE

Act Date	Code	Action	Action Remarks
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 10

Commodity :

Serial Number

AMC139226

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0110S	0300E	031	NW	SAFFORD FIELD OFFICE	GRAHAM

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 14

Commodity :

Serial Number

AMC139230

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
ASH MEADOWS ZEOLITE LL009 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0110S	0300E	030	SW	SAFFORD FIELD OFFICE	GRAHAM

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 7

Commodity :

Serial Number

AMC139223

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0120S	0300E	006	NW	SAFFORD FIELD OFFICE	COCHISE

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 4

Commodity :

Serial Number

AMC139220

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.000000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0120S	0300E	006	SW	SAFFORD FIELD OFFICE	COCHISE

Act Date	Code	Action	Action Remarks
06/24/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/29/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
08/31/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 16

Commodity :

Serial Number

AMC139232

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL009 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.000000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0290E	025	SE	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
04/13/1987	517	NOTICE ACCEPTED	
12/04/1986	669	LAND STATUS CHECKED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 13

Commodity :

Serial Number

AMC139229

<u>Name & Address</u>	<u>Int Rel</u>	<u>%Interest</u>
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

<u>MerTwp</u>	<u>Rng</u>	<u>Sec</u>	<u>Quadrant</u>	<u>District/Resource Area</u>	<u>County</u>
14 0110S	0300E	030	SW	SAFFORD FIELD OFFICE	GRAHAM

<u>Act Date</u>	<u>Code</u>	<u>Action</u>	<u>Action Remarks</u>
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Serial Register Page - Live Data - Mining Claim**

01 10-21-1976;090STAT0090;43USC1744

Casetype 384201:PLACER CLAIM

Claim Name: ARTESIAN NO 9

Commodity :

Serial Number

AMC139225

Name & Address	Int Rel	%Interest
ASH MEADOWS ZEOLITE LL409 S CHURCH ST BERLIN WI 59423	CLAIMANT	0.00000000

MerTwp	Rng	Sec	Quadrant	District/Resource Area	County
14 0110S	0300E	031	NW	SAFFORD FIELD OFFICE	GRAHAM

Act Date	Code	Action	Action Remarks
06/25/1981	403	LOCATION DATE	
09/21/1981	395	RECORDATION NOTICE RECD	
08/31/1998	482	RENTAL/MAINTENANCE FEE	1999
08/25/1997	482	RENTAL/MAINTENANCE FEE	1998
08/28/1996	482	RENTAL/MAINTENANCE FEE	1997
08/30/1995	482	RENTAL/MAINTENANCE FEE	1996
08/29/1994	482	RENTAL/MAINTENANCE FEE	1995
08/31/1993	482	RENTAL/MAINTENANCE FEE	1993;RECEIPT 2025974
08/31/1993	482	RENTAL/MAINTENANCE FEE	1994
09/25/1992	480	EVID OF ASSMT FILED	1992
06/24/1999	396	TRF OF INTEREST FILED	AMER RESOURCE CORP
09/15/1998	113	ADDITIONAL INFO RECEIVED	RECEIPT 2443479
08/25/1997	113	ADDITIONAL INFO RECEIVED	RECEIPT 2372536
08/28/1996	113	ADDITIONAL INFO RECEIVED	2263575
08/29/1995	113	ADDITIONAL INFO RECEIVED	RECEIPT 2148089
08/29/1994	113	ADDITIONAL INFO RECEIVED	RECEIPT 2024743
08/05/1991	396	TRF OF INTEREST FILED	NEW GOLD INC
10/03/1988	396	TRF OF INTEREST FILED	EAST WEST MINERALS
06/19/1987	669	LAND STATUS CHECKED	
04/13/1987	517	NOTICE ACCEPTED	
03/17/1986	396	TRF OF INTEREST FILED	ANACONDA MINERALS
04/08/1985	517	NOTICE ACCEPTED	
09/21/1981	501	ACCT ADV IN LEAD FILE	139199

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SHORT NOTE TRANSMITTAL

3/9/87

(Date)

TO : R. W. Knostman

FROM : Courtney Davidson

SUBJECT: 1986 Affidavit of Assessment

Attached per your telephone call of today is an acknowledgement copy of your 1986 Affidavit of Assessment work for the Corral and Artesian Claims.

We have changed ~~your~~ address on our computer to reflect your new address.

Attached are copies of information regarding mining claims as you requested.

Thomas E. Reineger

Note: Return this form when action is completed or attach it to data requested

NOTICE!!

These documents have been scanned!

Do not place un-scanned documents beneath this notice!

Do not remove this notice from this file!

GPO Jacket No. 560-102
Print Order 61540
Rise Business Services, LLC
Job=AZ15 8/14/2019



Box Number= AZ15218



Claim Begin-End: AMC139199-AMC139232

6 Location Notices-Amendments and Supporting Documents



AZ15218-4

AMC139164-AMC141486

**NO
DOCUMENTS
FOUND**

NO DOCUMENTS FOUND
NO DOCUMENTS FOUND