20th Century Plastic. 1-800-767-0777 3TOCK # PPVH46-000 3 998 - # (8/6/94





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FILEPHE



JABA INC. 2100 N. Wilmot Rd. #218 Tucson, AZ 85712 (602) 885-9141 (FAX) 721-2768

August 17, 1994

Dr. John M. Guilbert Consulting Economic Geologist Guilbert Consulting 740 W. Las Lomitas Rd. Tucson, AZ USA 85704

Dear John:

Re: Transmittal of 1" = 25' drill logs of USMX holes TR-1 through 86.

Transmitted with this letter are reprints on the USMX drill holes at a slightly larger more legible scale.

Also transmitted are the remainder of the Excellon ECR reverse circulation holes drilled in June of 1994.

Very truly yours;

James A. Briscoe

JMG08/17/94

COPY



JABA INC. 2100 N. Wilmot Rd. #218 Tucson, AZ 85712 (602) 885-9141 (FAX) 721-2768

August 17, 1994

Mr. A. Douglass MacKenzie President Excellon Resources Inc. Suite 200-20 Adelaide St.E. Toronto, On Canada M5C 2T6

Dear Douglas:

Re: Transmittal of 1" = 25' drill logs of USMX holes TR-1 through 86.

Transmitted with this letter are reprints on the USMX drill holes at a slightly larger more legible scale.

Also transmitted are the remainder of the Excellon ECR reverse circulation holes drilled in June of 1994.

Very truly yours;

James A. Briscoe

JMG08/17/94

COPY



JABA INC. 2100 N. Wilmot Rd. #218 Tucson, AZ 85712 (602) 885-9141 (FAX) 721-2768

August 22, 1994

Minerals Section Arizona State Land Department 1616 West Adams Phoenix, AZ 85007

RE: Assessment work - renewal of State Mineral Prospecting Permit No.'s 08-52736, 08-52738 & 08-52739, total acres 480.0 - required labor expenditure \$4,800.

GENERAL COMMENTS:

The above Prospecting Permits are currently permitted to Primo Gold USA. Via private agreement, Primo Gold USA has made assignment of their interest in these Permits to Excellon Resources USA, Inc. Excellon Resources USA, Inc. is currently in the process of formalizing the assignment with the State Land Department so that Excellon Resources USA, Inc. will be Permittee of record. Donna Miller, of your office, is lead person on these case files, so any status changes, questions, etc. should be addressed to her. JABA, Inc., consultants for Excellon Resources USA, Inc., in particular Thomas E. Waldrip, Jr., will be in charge of day to day activities regarding the Permits for Excellon Resources USA, Inc., while I will be responsible for overseeing and conducting mineral exploration thereon.

In general, due to timing constraints and the terms of their Agreement, Excellon Resources USA, Inc. has been the responsible party for providing funding for performance of necessary work (assessment) requirements. Mr. Cabianca (Primo Gold USA) signed the Affidavit of Annual Exploration Expenditure, per direction of the Department, necessitating the Permittee's signature, and I have detailed below work either in progress or completed to date.

WORK ACCOMPLISHED:

During the past lease year, in particular the last four months, JABA, Inc., as geological consultants for Excellon Resources USA, Inc., has initiated a geologic evaluation of the Permit areas in conjunction with other contiguous Permit areas (08-52526, 52728, 52729 and 52730) to ascertain the precious metal mineralization found there. Included in this work was a re-evaluation of previously collected factual and interpreted data, including geochemical and geophysical surveys, drilling and geological mapping. Expenditures included salaries for both office and field work performed by myself and other staff of JABA, Inc., and business associates of JABA, Inc., as further enumerated below.

Based on a positive initial evaluation, a phased, integrated exploration/development program consisting of geological mapping, geochemical and geophysical studies, and exploration drilling has been recommended for the area in question. A budget has been submitted to Excellon Resources USA, Inc.'s Board with approval expected shortly.

AZ State Land Department August 22, 1994 Page 1 of 3

James A. Briscoe, Registered Professional Geologist, Arizona #9424, California #518

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USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FRFF

AIRBILL PACKAGE TRACKING NUMBER

8491627104

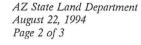
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JABA INC					MINE	RALS SI	ECTIAN		
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SERVICES (Check only one box)	DELIVERY AND SPECIAL H	IANDLING 6	PACKAGES	WEIGHT In Pounds Only	YOUR DECLARED VALUE (See right)		NDITIONS, DECLARED VALUE D LIMIT OF LIABILITY	Federal Express Use	
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11 OTHER STUTE STU	(Fill	in Section H) WEEKDAY				sender's copy of this ai vary for Government Service Guide for details	irbill for information. Service conditions m Overnight Service. See U.S. Governments.	ay Declared Value Charge	p. 200
16 FEDEX LETTER • 56 FEDEX LETTER •	Saturday Servic	6				package, whether the	sible for any claim in excess of \$100 presult of loss, damage, delay, non-delive	rv. Other 1	
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14 FEDEX TUBE 54 FEDEX TUBE	9 SATURDAY PICK-UP	to all locations)				profit, attorney's fees,	costs, and other forms of damage wheth equential, or special is limited to the greater	er i	
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It has been recommended and approved that the initial phase of the project be an aerial photographic mapping program. To this end, the Orthoshop-Tucson has been contracted to provide a phased program, ultimately to provide 1" to 200' topographical maps of the individual public land survey sections pertaining to the Permit areas. The Orthoshop-Tucson has subcontracted to the A-Team Surveyors (Arizona Registered Surveyors) a base triangulation survey of the area for horizontal and vertical control. Survey work was completed during the week ending July 23, 1994. An aerial photo overflight of the area was undertaken on July 25, 1994. Contact color prints covering the area were delivered on August 15, 1994.

Previously, July 27, 1994, assessment filings along with renewal application were made for continuous Prospecting Permit No.'s 08-52728 through 08-52730. At that time, invoices were not available detailing contractee's work. These invoices are now available and are provided herewith as evidence of work being accomplished, not only thereon, but for the Prospecting Permits under renewal currently (08-57236, 08-52738 & 08-52739). Continuing work and expenditures, as statutorily defined, will be used to offset annual exploration expenditures on the contiguous Prospecting Permit area (08-52526) due for renewal in December, 1994, or carried forward to be offset against future annual work requirements on these Permits.

EXPENDITURES:

Outside Services	
The Orthoshop-Tucson (Invoice #2545) one half payment	
balance due	\$1,902.00
The Orthoshop-Tucson initial retainer	1,902.00
A-Team Professional Associates, Inc., Registered Surveyors	
down payment/retainer	900.00
A-Team Professional Associates, Inc., Registered Surveyors	
Invoice #94-136 balance for services	5,991.00
Less amounts declared for work requirements on PP#08-52728 -	
08-52730 (July, 1994)	-5,000.00
Reproduction, Inc., Tucson, Arizona - Map Reproduction	5.49
Geotemps, Inc., Tucson, Arizona - Contract Labor	
Photo targeting	337.61
Curtis Wilkins $-7.0 \text{ hours} = $ \$ 60.26	
Geoff Demers - $10.5 \text{ hours} = 108.05$	
Joe Estrada - $8.0 \text{ hours} = 74.80$	
Jesse Grassman - 10.5 hours = 94.50	
Supplies	
Surveying & Optical Instrument Company, Tucson, Arizona -	
3 rolls 24" white plastic paneling	83.46
Home Depot, Tucson, Arizona - Bender Boards - anchoring for	
plastic paneling	73.30
In-House Services	
James A. Briscoe, Registered Professional Geologist	
1 day @ \$500/day	500





Thomas E. Waldrip, Jr., Geologist/Landman 3 days @ \$400/day - field work

1,200.00

Robert J. Macer, Geologist 1 day @ \$300/day - field work

300.00

SUB TOTAL

\$8,194.86

Excess expenditure from Prospecting Permits 08-52728 thru 52730 - July, 1994

580.00

TOTAL

\$8,774.86

Required Expenditure Permits No.'s 08-52736, 52738 & 52739

-4,800.00

Excess expenditure to be applied to Permit No. 08-52526 (December, 1994)

\$3,974.86

Respectfully submitted,

JABA, INC.

James A. Briscoe, President

JAB/msb





Arizona State Land Department 1616 West Adams

Phoenix, AZ 85007

To avoid payment of penalty and interest this payment must be IN the OFFICE of the State Land Department ON or BEFORE the DUE DATE. Date of POSTAL STAMP will not be accepted as time of payment. Payment must be received by close of business on 8/24/1994.

KE-LEASE NO: ACCOUNT RECEIVABLE NO:

008-052736-00

NAME REFERENCE NO:

5916

AMOUNT DUE:

\$100.00

AMOUNT ENCLOSED:

100 00

PRIMO GOLD USA 11930 MENUAL NE STE 112

ALBUQUERQUE

NM 87112

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - THANK YOU



Arizona State Land Department 1616 West Adams Phoenix, AZ 85007

To avoid payment of penalty and interest this payment must be IN the OFFICE of the State Land Department ON or BEFORE the DUE DATE. Date of POSTAL STAMP will not be accepted as time of payment. Payment must be received by close of business on 8/24/1994.

KE-LEASE NO:

008-052738-00

ACCOUNT RECEIVABLE NO:

11716

NAME REFERENCE NO:

5916

AMOUNT DUE:

\$100.00

AMOUNT ENCLOSED:

100 .00

PRIMO GOLD USA 11930 MENUAL NE STE 112

ALBUQUERQUE

NM 87112

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - THANK YOU



Arizona State Land Department 1616 West Adams Phoenix, AZ 85007

To avoid payment of penalty and interest this payment must be IN the OFFICE of the State Land Department ON or BEFORE the DUE DATE. Date of POSTAL STAMP will not be accepted as time of payment. Payment must be received by close of business on 8/24/1994.

KE-LEASE NO:

008-052739-00

ACCOUNT RECEIVABLE NO:

11717

NAME REFERENCE NO:

5916

AMOUNT DUE:

\$100.00

AMOUNT ENCLOSED:

\$ 100 .00

PRIMO GOLD USA 11930 MENUAL NE STE 112

ALBUQUERQUE

NM 87112

12/18/86		
	DEPARTMENTAL USE ONLY	
CCOUNTING	DATA MGMT	DISPOSITION/INITIAL DATE
Fee: \$100.00	EXAM:	APPROVED
	RE-ASSIGN:	DENIED
s	RE-ASSIGN:	REJECTED
	APP TYPE: Renewal P.P.	WITHDRAWN
Date	NO. OF APPS:1	
	PE	RMIT NUMBER 08 -
APPLICATIO	N FOR RENEWAL OF PROSP	PECTING PERMIT
	ARIZONA STATE LAND DEPARTM 1616 WEST ADAMS PHOENIX, ARIZONA 85007	ENT
The State Land Commissioner:		
INVe Kenneth A. Cabian (Applicant Name)	CA, President, Prima	o Gold, USA
11930 MENAUL, N (Address)	IE #112 Albugurgue	NM (505) 298-8235 (Phone Number)
hereby make application for the renewal of r	nineral exploration or prospecting permi	t on the lands described below, in accordance with ules and regulations of the State Land Department.
1. Check and Complete either A or B (Not b	poth)	
A. RENEWAL OF ALL LAND de	scribed in Prospecting Permit Number _	08- 52736
B. RENEWAL OF ONLY THAT I decribed below:	PART OF THE LAND in Prospecting Pe	rmit Number _08
	LEGAL DESCRIPTION	ACRES SLD USE ONLY CTY GRT PARCEL
I hereby certify that this application is for rene held in the prospecting permit which has not	been described in 1 B. that, to the best of my knowledge and beli	ief, the information contained herein, together with
Dated this 14	_day of	A.D., 19 <u>94</u> .

-1-

AFFIDAVIT OF ANNUAL EXPLORATION EXPENDITURE
ANA DA
ROUINCE OF) ROUINCE OF) RITISH COLUMBIA)
(Permittee's Name or Authorized Agent)
ays:
That he is the Permittee, or Permittee's authorized agent of record for State Prospecting Permit No. 08- 52736 ;
That between the 1st day of September 1993, and the 1sty
ay of <u>July</u> 19 94, at least \$ 1600 00 was spended in exploration, as statutorily defined, for valuable mineral deposits on the State land covered by the above numbered Prospecting ermit;
That the documents attached is substantiation of this expenditure and reflects a true complete accounting of the sum so expended.
X Alexander (Signature)
unscribed and sworn to before me this
Notary Public
(Seal) My Commission Expires:
NA

DAVID J. WIZINSKY

Corporate Finance Lawyer

SUITE 930 - 800 WEST PENDER STREET

VANCOUYER, B.C. V6C 2V6

TELEPHONE: (604) 688-3800

12/18/86		
	DEPARTMENTAL USE ONLY	7
ACCOUNTING	DATA MGMT	DISPOSITION/INITIAL DATE
Fee: \$100.00	EXAM:	APPROVED
	RE-ASSIGN:	DENIED
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de construence de la construen	PI	ERMIT NUMBER 08 -
APPLICA	TION FOR RENEWAL OF PROS	PECTING PERMIT
	ARIZONA STATE LAND DEPARTM	ÆNT
	1616 WEST ADAMS PHOENIX, ARIZONA 85007	
The State Land Commissioner:		
INVE KENNETH A. CABI (Applicant Name	IANCA, President, Prim	10 60 ld, USA.
(Address)	JE#112 Albugurque,	NM (505) 298-8235 (Phone Number)
hereby make application for the renewa	al of mineral exploration or prospecting perm	it on the lands described below, in accordance with rules and regulations of the State Land Department.
1. Check and Complete either A or B	(Not both)	
A. RENEWAL OF ALL LAN	TD described in Prospecting Permit Number _	08- 52 738
B. RENEWAL OF ONLY THE decribed below:	IAT PART OF THE LAND in Prospecting Po	ermit Number 08-
TWN. RNG. SEC.	LEGAL DESCRIPTION	ACRES CTY GRT PARCEL
I hereby certify that this application is for held in the prospecting permit which has	r renewal of only a part of the land previously us as not been described in 1 B.	nder permit, I hereby relinquish all acreage presently
I hereby certify under the penalty of per all exhibits, attachments, and financial	jury that, to the best of my knowledge and bel statements are true, correct, and complete.	ief, the information contained herein, together with
Dated this / /	day of July	A.D., 19 <u>94</u> .
	,	
	Χ	(APPLICANT)

-1-

AFFIDAVIT OF ANNUAL EXPLORATION EXPENDITURE

PRO BRI County	NADA E OF ARIZONA OU INCE OF ITISH COCUME OI) 9/2)	w ^e					
I/WE_	Kenneth.	A. CAbiaNC (Permittee)	S Name Of	Authorized A	Primo gent)	Gold, USA	, being first duly sv	vorn, deposes and
says:								
Т	That he is the Permi	ittee, or Permitte	e's authori	ized agent of re	ecord for Sta	te Prospecting Per	rmit No. <u>08-</u> 5273	38 :
Т	That between the	15T	_day of	Septem 1	per		19 <u>93</u> _,and the	15th
day of expend Permit	Tuy led in exploration,	as statutorily defi	ined, for v	19 <u>9</u> aluable minera	1, at least deposits on	the State land cov	ered by the above num	was abered Prospecting
Т	That the documents	s attached is subs	stantiation	of this expend	liture and re	flects a true comp	lete accounting of the	sum so expended.
			,	,	×_	1Xu	(Signature)	
Sunscr	ribed and sworn to	before me this _	15	day of	July		Notary Public	1994.
	(Seal)				М	y Commission Ex	apires:	

DAVID J. WIZINSKY

Corporate Finance Lawyer
SUITE 930 - 800 WEST PENDER STREET
VANCOUVER, B.C. V6C 2V6
TELEPHONE: (604) 688-3800

12/18/86		
	DEPARTMENTAL USE ONLY	
CCOUNTING	DATA MGMT	DISPOSITION/INITIAL DATE
Fee: \$100.00	EXAM:	APPROVED
Books and the Control of the Control	RE-ASSIGN:	DENIED
s	RE-ASSIGN:	REJECTED
	APP TYPE: Renewal P.P.	WITHDRAWN
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beautiful (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	PI	ERMIT NUMBER 08 -
APPLICA	TION FOR RENEWAL OF PROS	PECTING PERMIT
	ARIZONA STATE LAND DEPARTM 1616 WEST ADAMS PHOENIX, ARIZONA 85007	MENT
hereby make application for the renew	al of mineral exploration or prospecting perm	imo Gold, USA (505) 298-8235 (Phone Number) ait on the lands described below, in accordance with rules and regulations of the State Land Department
1. Check and Complete either A or B	(Not both)	
A. RENEWAL OF ALL LAN	ND described in Prospecting Permit Number	08- 52739
	HAT PART OF THE LAND in Prospecting P	
TWN. RNG. SEC.	LEGAL DESCRIPTION	ACRES CTY GRT PARCEL
I hereby certify that this application is for held in the prospecting permit which h		under permit, I hereby relinquish all acreage presently
	rjury that, to the best of my knowledge and be statements are true, correct, and complete.	lief, the information contained herein, together with
Dated this	day of TUCY	A.D., 19 <u>94</u>
	•	12-

(APPLICANT)

AFFIDAVIT OF ANNUAL EXPLORATION EXPENDITURE

ANADA S. I LOFARIZONA) PROVINCE OF BRITISH COLUMBIA	
County of	α
INVE KENNETH A. CABIANCA, President, I	PIMO Gold USA, being first duly sworn, deposes and gent)
says:	
That he is the Permittee, or Permittee's authorized agent of rec	
That between the 15t day of Septem	19 <u>93</u> , and the 15th
Permit;	
That the documents attached is substantiation of this expendi	iture and reflects a true complete accounting of the sum so expended.
	X (Signature)
Sunscribed and sworn to before me thisday of	JULY 3 1994.
	Notary Public
(Seal)	My Commission Expires:
	N/A

DAVID J. WIZINSKY

Corporate Finance Lawyer
SUITE 930 - 800 WEST PENDER STREET
VANCOUVER, B.C. V6C 2V6
TELEPHONE: (604) 688-3800

The Orthoshop Tucson

A Division of Mc Murchy Warne Slater & Reilly Inc. Suite 401, 1121 West Grant Road. Tueson Arizona. 85705 Telephone, 602 798-1328 Fax 602 798-1569.

Invoice

2545

MVP Capital Corp.

Suite 200-20 Adelaide Street East

Toronto

Ontario M5C 2T6

Attention: A. Douglas MacKenzie

Cl No.

13016

Date:

Aug 12, 1994

Area Name Orthoshop Work Order No. Your Purchase Order Number "Zebra" 1651

Description of services:

To provide 1:36000, 1:24000 and 1:2500 color air photo and color reproduction. 50% final payment.

\$1,902.00

emo 7671 # of pages 1	FME ORTHOSHOP	Ca Lucson 1	Phone #	Fax#	
Post-It" brand fax transmittal memo 7671 # of pages >	Majim BRISCOE	_	Dept.	Fax #	

Total

\$1,902.00

Federal Sales Tax License #

Payment Terms 2%10 Days, net 30, 2.0% / Month.

Federal Sales Tax

Invoice Total

\$1,902.00

Client Original Client duplicate Work order file Invoice file Accounting

Invoice No. 2545

HIPPED TO:					
Mr.	James	Brisc	oe	 	

5610 E. Sutler Lane

85712 Tucson, AZ

DATE SHIPPED SHIPPED VIA CUSTOMERS ORDER NUMBER OUR NUMBER 8/12/94 US Mail #1651

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Adams NC 3876

ORIGINAL

Shipper/Packing

No. 3186

ATTENTION

HOW PACKED

James Briscoe

PROJ : 1.57

A TEAM PROFESSIONAL ASSOCIATES, INCORPORATED 2432 WEST PEORIA AVENUE, SUITE 1075 PHOENIX, ARIZONA 85029

OFF: (602) 906-0020

FAX: (602) 906-0019

TO: Mr. A. Douglas MacKinzle, Vice President MVP Capital Corp.

20 Adelaide Street East Box 28, Suite 200

Toronto, Ontario, Canada M5C 2T6

INV. DATE:

08-02-94

94-136 INVOICE NO: 519 PROJECT NO:

RE:

GPS Mapping Control for Mining Site, Southeast of Tombstone, Arizona

DATE

06-09-94

DESCRIPTION

CHARGE

PAYMENT

BALANCE

Mobilization of men and equipment to Tombstone, Arizona.

Locate and panel 19 photo control positions as outlined by your photogrammetrist.

Repanel 8 previous photo control positions.

Provide Control coordinates that will be compatible to previous mapping coordinates.

Original Contract:

Less Mobilization Fee, paid by check # 0229

\$6891.00

(\$900.00)

TOTAL

\$5991.00

TOTAL AMOUNT DUE THIS INVOICE

\$5991.00

Thank you,

"WOMAN OWNED BUSINESS"

Dale 7671 Post-ite Fax Note RHINE Phone #602 602-906-0017

thirty days of

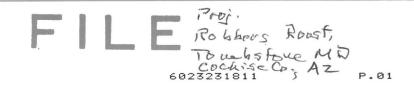
SOON AS POSSIBLE AT:

DELIBERATIONS

FAX LEAD SHEET

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FROM: AD. MoelGe	RETURN FAX NO: 416-867 - 1109
REFERENCE:	
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IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT THE SENDER AS





Exploration
New Business Development
BHP Minerals

Facsimile Communication

DATE: AUG. 24, 1994

TO: Jim BRISCOE / JABA AS REPRESENTATIVE FOR EXCELLON

ATTENTION:

FACSIMILE NUMBER: 298-6688*2

FROM: JAMES B. NELSON

TOTAL NO. OF PAGES INCLUDING HEADER: 7

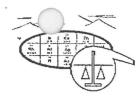
If there is a problem with this transmission please telephone (602) 323-1160

OUR FAX NO. IS (602) 323-1811

GEOCHEMICAL RESULTS FROM PRILL HOLE #1







1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

> JOB NUMBER WIE078 August 22, 1994 PROJECT NO.: 3102 RR-1 (0010-1380)

PAGE 1 OF 6 PAGES

BHP MINERALS

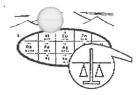
Attn: Mr. James B. Nelson 4541 E. Fort Lowell Rd., Ste 221 Tucson, AZ 85712

REPORT OF ANALYSIS

Analysis of 132 Drill Cutting Samples

		FIRE ASSI	YY.							
		Au*	Ag	As	Sb	Cu	Pb	Zn	Mo	Mn
ITEM	SAMPLE NO.	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)
										122-7
								,	iv.	
1	RR-I 0010-0020 **									
2	RR-1 0020-0030	.005	< .1	< 2.	< 2.	42.	20.	48.	4.	620.
3	RR-1 0030-0040	< .005	< .1	3.	< 2.	105.	28.	415.	2.	5850.
4	RR-1 0040-0050	.005	< .1	3.	< 2.	50.	36.	145.	2.	1200.
5	RR-1 0050-0060	< .005	< .1	4.	< 2.	50.	16.	110.	< 2.	1250.
6	RR-1 0060-0070	< .005	.1	< 2.	< 2.	46.	10.	70.	< 2.	230.
7	RR-1 0070-0080	< .005	.1	< 2.	< 2.	20.	30.	22.	< 2.	250.
8	RR-1 0080-0090	< .005	. 1	4.	< 2.	26.	26.	38.	< 2.	280.
9	RR-1 0090-0100	< .005	.I	3.	< 2.	28.	42.	150.	< 2.	950.
10	RR-1 0100-0110	< .005	.I	6.	< 2.	26.	38.	100.	< 2.	520.
11	RR-1 0110-0120	< .005	.1	2.	< 2.	20.	20.	80.	2.	380.
12	RR-1 0120-0130	< .005	.3	2.	< 2.	65.	16.	150.	< 2.	1850.
13	RR-1 0130-0140	< .005	< .1	< 2.	< 2.	12.	20.	22.	< 2.	300.
14	RR-1 0140-0150	< .005	< .1	< 2.	< 2.	16.	18.	70.	< 2.	950.
15	RR-1 0150-0160	< .005	< .1	< 2.	< 2.	16.	20.	65.	< 2.	740.
										,
16	RR-1 0160-0170	< .005	.I	< 2.	< 2.	26.	16.	160.	< 2.	1550.
17	RR-1 0170-0180	< .005	< .1	< 2.	< 2.	12.	16.	90.	< 2.	610.
18	RR-1 0180-0190	< .005	.3	< 2.	< 2.	28.	20.	80.	< 2.	770.
19	RR-1 0190-0200	< .005	. 4	< 2.	< 2.	22.	20.	75.	< 2.	560.
20	RR-1 0200-0210	< .005	.1	< 2.	< 2.	32.	18.	75.	< 2.	270.
								. • •		
21	RR-1 0210-0220	< .005	.1	< 2.	< 2.	18.	10.	28.	< 2.	320.
22	RR-1 0220-0230	< .005	< .1	< 2.	< 2.	16.	18.	28.	< 2.	180.
23	RR-1 0230-0240	< .005	< .1	< 2.	< 2.	16.	18.	46.	< 2.	150.
24	RR-1 0240-0250	< .005	< .1.	< 2.	< 2.	16.	10.	70.		160.
 25	RR-1 0250-0260	.005	< .1	< 2.	< 2.	28.	12.	120.	< 2.	200.
						000000		,	7 24 6	~~~.

Charles E. Thompson Arizona Registered Assayer No. 9427 William L. Lehmbeck Arizona Registered Assayer, No. 9425



1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

REPORT OF ANALYSIS

JOB NUMBER WIE078 August 22, 1994 PROJECT NO.: 3102 RR-1 (0010-1380) PAGE 2 OF 6 PAGES

BHP MINERALS

Attn: Mr. James B. Nelson

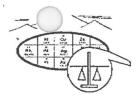
4541 E. Fort Lowell Rd., Ste 221

Tucson, AZ 85712

Analysis of 132 Drill Cutting Samples

		FIRE ASSAY	,							
		Au*	Àg	As	Sb	Cu	Pb	Zn	Мо	Mn
ITEM	SAMPLE NO.	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)
	~~~~~~~~~~									
26	DD 1 0060 0070				. ^	0.0		,		
27	RR-1 0260-0270	< .005	< .1	< 2.	< 2.	20.	12.	155.	< 2.	520.
	RR-1 0270-0280	< .005	< .1	< 2.	< 2.	20.	16.	165.	< 2.	880.
28	RR-1 0280-0290	.005	< .1	2.	< 2.	18.	18.	135.	< 2.	810.
29	RR-1 0290-0300	< .005	.3	< 2.	< 2.	16.	10.	125.	< 2.	780.
30	RR-1 0300-0310	< .005	. 3	2.	< 2.	26.	16.	140.	< 2.	1500.
31	RR-1 0310-0320	< .005	.3	3.	< 2.	28.	20.	155.	< 2.	600.
32	RR-1 0320-0330	< .005	.1	< 2.	< 2.	28.	10.	155.	< 2.	590.
33	RR-1 0330-0340	< .005	.3	< 2.	< 2.	32.	16.	180.	< 2.	880.
34	RR-1 0340-0350	< .005	.3	2.	< 2.	22.	10.	50.	< 2.	700.
35	RR-1 0350-0360	< .005	.3	< 2.	< 2.	16.	12.	30.	< 2.	560.
										3501
36	RR-1 0360-0370	< .005	.3	< 2.	< 2.	12.	10.	16.	< 2.	430.
37	RR-1 0370-0390	< .005	.1	2.	< 2.	26.	12,	38.	2.	610.
38	RR-1 0380-0390	< .005	.1	2.	< 2.	16.	20.	18.	2.	580.
39	RR-1 0390-0400	< .005	.3	3.	< 2.	18.	20.	22.	< 2.	820.
40	RR-1 0400-0410	< .005	.3	5.	< 2.	28.	26.	46.	2.	1000.
41	RR-1 0410-0420	.005	.1	2.	< 2.	46.	16.	30.	< 2.	330.
42	RR-1 0420-0430	< .005	.3	< 2.	< 2.	42.	12.	36.	< 2.	270.
43	RR-1 0430-0440	< .005	.4	< 2.	< 2.	42.	6.	20.	< 2.	270.
44	RR-1 0440-0450	< .005	.1	2.	< 2.	95.	6.	125.	< 2.	190.
45	RR-1 0450-0460	< .005	< .1	3.	< 2.	30.	12.	16.	< 2.	110.
46	RR-1 0460-0470	< .005	< .1	3.	< 2.	26.	16.	12.	4.	140.
47	RR-1 0470-0480	< .005	. 1	2.	< 2.	20.	22.	12.	< 2.	180.
48	RR-1 0480-0490	< .005	.1	< 2.	< 2.	18.	1.0.	10.	4.	170.
49	RR-1 0490-0500	.005	.1	3.	< 2.	38.	32.	12.	< 2.	190.
50	RR-1 0500-0510	< .005	.1	< 2.	< 2.	28.	42.	12.	2.	170.

Charles E. Thompson Arizona Registered Assayer No. 9427 William L. Lehmbeck Arizona Registered Assayer No. 9425



1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arízona 85703

JOB NUMBER WIE078
August 22, 1994
PROJECT NO.: 3102
RR-1 (0010-1380)
PAGE 3 OF 6 PAGES

BHP MINERALS

Attn: Mr. James B. Nelson

4541 E. Fort Lowell Rd., Ste 221

Tucson, AZ 85712

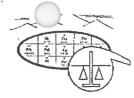
#### REPORT OF ANALYSIS

Analysis of 132 Drill Cutting Samples

		FIRE ASSA								
		Au*	Ag	As	Sb	Cu	Pb	Zn	Mo	Mn
ITEM	SAMPLE NO.	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)
51	RR-1 0510-0520	< .005	.3	< 2.	< 2.	60.	42.	55.	< 2.	550.
52	RR-1 0520-0530	< .005	< .1	2.	< 2.	70.	42.	30.	< 2.	220.
53	RR-1 0530-0540	< .005	.1	2.		36.	36.	80.	< 2.	220.
54	RR-1 0540-0550	< .005	< .1	2.		10.	18.	85.		
55	RR-1 0550-0560	< .005	< .1	8.	< 2.	100.	10.		< 2.	1400.
23	VK-T 0330-0360	2 .003	<	0.	< 4.	100.	10.	80.	< 2.	500.
56	RR-1 0560-0570	< .005	.1	3.	< 2.	28.	8.	70.	< 2.	160.
57	RR-1 0570-0580	< .005	.1	2.	< 2.	12.	18.	70.	< 2.	940.
58	RR-1 0580-0590	.005	< .1	< 2.	< 2.	10.	12.	70.	2.	670.
59	RR-1 0590-0600	< .005	.3	2.	< 2.	10.	12.	105.	< 2.	1550.
60	RR-1 0600-0610	< .005	.3	13.	3.	75.	26.	145.	< 2.	150.
							20.		~	250.
61	RR-1 0610-0620	< .005	.1	3.	< 2.	90.	190.	105.	38.	120.
62	RR-1 0620-0630	< .005	< .1	2.	< 2.	22.	55.	38.	4.	150.
63	RR-1 0630-0640	< .005	< .1	3.	< 2.	50.	55.	28.	4.	140.
64	RR-1 0640-0650	< .005	< .1	2,	< 2.	28.	26.		12.	110.
65	RR-1 0650-0660	.005	< .1	5.	< 2.	65.	20.			170.
										2,0.
66	RR-1 0660-0670	< .005	< .1	4.	< 2.	115.	40.	12.	10.	120.
67	RR-1 0670-0680	< .005	< .1	5.	< 2.	110.	100.	70.	2.	830.
68	RR-1 0680-0690	< .005	< .1	5.	< 2.	80.	55.	12.	< 2.	110.
69	RR-1 0690-0700	< .005	< .1	3.	< 2.	38.	32.	95.	< 2.	390.
20	RR-1 0700-0710	< .005	< .1	< 2.	< 2.	I8.	26.	65.	< 2.	650.
100 100							~~.	٠.,	~ 4.6	950.
71	RR-1 0710-0720	< .005	< .1	< 2.	< 2.	12.	18.	70.	2.	720.
72	RR-1 0720-0730	< .005	< .1	< 2.	< 2.	10.	12.		< 2.	
73	RR-1 0730-0740	.005	< .1	< 2.	< 2.	16.	16.		< 2.	
74	RR-1 0740-0750	< .005	< .1				20.		2.	0.000.00
75	RR-1 0750-0760	< .005	< .1	< 2.	< 2.	12.	26.		2.	1700.

Charles E. Thompson Arizona Registered Assayer No. 9427

William L. Lehmbeck Arizona Registered Assayer No. 9425



1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

REPORT OF ANALYSIS

JOB NUMBER WIE078 August 22, 1994 PROJECT NO.: 3102 RR-1 (0010-1380) PAGE 4 OF 6 PAGES

BHP MINERALS

Attn: Mr. James B. Nelson

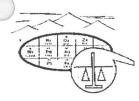
4541 E. Fort Lowell Rd., Ste 221

Tucson, AZ 85712

Analysis of 132 Drill Cutting Samples

		FIRE ASSA	Y					· w	~ * * * ~ ~ ~ ~ .	
		Au*	Ag	As	Sb	Cu	Pb	Zn	Mo	Mn
ITEM	SAMPLE NO.	(mpm)	(ppm)	(ppm)	(mqq)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)
			00.001		No.					
76	RR-1 0760-0770	< .005	< .1	< 2.	< 2.	12.	22.	90.	< 2.	950.
77	RR-1 0770-0780	< .005	< .1	2.	< 2.	60.	70.	48.	2.	120.
78	RR-1 0780-0790	< .005	< .1	< 2.	< 2.	50.	60.	40.	< 2.	130.
79	RR-1 0790-0800	< .005	< .1	< 2.	< 2.	18.	12.	135.	< 2.	510.
80	RR-I 0800-0810	< .005	< .1	< 2.	< 2.	26.	26.	110.	< 2.	790.
31	RR-1 0810-0820	< .005	.1	< 2.	< 2.	16.	30.	105.	< 2.	1250.
82	RR-1 0820-0830	.005	.3	3.	< 2.	70.	28.	170.	< 2.	170.
83	RR-1 0830-0840	< .005	.1	< 2.	< 2.	50.	36.	50.	< 2.	610.
84	RR-1 0840-0850	< .005	< .1	< 2.	< 2.	30.	38.	90.	< 2.	670.
85	RR-1 0850-0860	< .005	< .1	< 2.	< 2.	60.	65.	110.	< 2.	990.
86	RR-1 0860-0870	< .005	< .ī	< 2.	< 2.	16.	16.	70.	< 2.	980.
87	RR-1 0870-0880	< .005	< .1	< 2.	< 2.	20.	20.	90.	< 2.	1000.
88	RR-1 0880-0890	< .005	< .1	< 2.	< 2.	10.	16.	85.	< 2.	800.
89	RR-1 0890-0900	< .005	< .1	< 2.	< 2.	36.	48.	60.	< 2.	180.
90	RR-1 0900-0910	< .005	.1	< 2.	< 2.	18.	30.	20.	< 2.	120.
91	RR-1 0910-0920	< .005	.1	< 2.	< 2.	48.	30.	50.	< 2.	150.
92	RR-1 0920-0930	< .005	< .1	< 2.	< 2.	12.	32.	20.	8.	70.
93	RR-1 0930-0940	< .005	< .1	< 2.	< 2.	18.	20.	20.	2.	100.
94	RR-1 0940-0950	< .005	< .1	< 2.	< 2.	10.	28.	18.	14.	100.
95	RR-1 0950-0960	< .005	.4	4.	< 2.	50.	30.	36.	32.	180.
								50.	52.	100.
96	RR-1 0960-0970	< .005	< .1	2.	< 2.	36.	32.	110.	6.	370.
97	RR-1 0970-0980	< .005	< .1	3.	< 2.	40.	18.	145.	< 2.	690.
98	RR-1 0980-0990	< .005	< .1	< 2.	< 2.	30.	12.	130.	< 2.	670.
99	RR-1 0990-1000	< .005	.1	< 2.	< 2.	42.	10.	110.	< 2.	800.
100	RR-1 1000-1010	< .005	< .1	< 2.	< 2.	30.	20.	95.	< 2.	690.
								,,,,	~ 4.	030.

Charles E. Thompson Arizona Registered Assayer No. 9427 William L. Lehmbeck Arizona Registered Assayer No. 9425



SKYLINE LABS, INC. 1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

JOB NUMBE: WIE078 August ' , 1994

PROJECT N : 3102

RR-1 (00 -1380) PAGE 5 OF . PAGES

BHP MINERALS

Attn: Mr. James B. Nelson

4541 E. Fort Lowell Rd., Ste 221

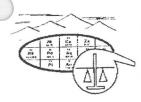
Tucson, AZ 85712

### REPORT OF ANALYSIS Analysis of 132 Drill Cutting Samples

		FIRE ASSA		_	G)-	C++	Pb	Zn	Mo	Mn
		Au*	Ag	As	Sb	Cu	(ppm)	(ppm)	(ppm)	(ppr
ITEM	SAMPLE NO.	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(PPZI)	
					_		2.0	C E	< 2.	391
101	RR-1 1010-1020	< .005	.1	< 2.	< 2.	20.	20.	65. 65.	< 2.	53: .
102	RR-1 1020-1030	< .005	.1	8.	< 2.	32.	26.		< 2.	115 .
103	RR-1 1030-1040	< .005	.1	< 2.	< 2.	46.	12.	135.		92 .
104	RR-1 1040-1050	< .005	< .1	2.	< 2.	60.	32.	115.	< 2.	
105	RR-I 1050-1060	< .005	< .1	< 2.	< 2.	50.	26.	110.	4.	91 .
	1060 1070	< .005	.1	< 2.	< 2.	28.	22.	90.	< 2.	90 .
106	RR-1 1060-1070	< .005	.1	< 2.	< 2.	18.	22.	80.	4.	85 .
107	RR-1 1070-1080	< .005	< .1	< 2.	< 2.	65.	18.	90.	2.	130 .
108	RR-1 1080-1090	< .005	< .1	< 2.	< 2.	48.	22.	85.	2.	100).
109	RR-I 1090-1100	< .005	.3	< 2.	< 2.	50.	46.	65.	2.	72).
110	RR-1 1100-1110	₹ .005		~ 4.						
7.1.1	RR-1 1110-1120	< .005	.1	< 2.	< 2.	32.	46.	55.	2.	42).
111	RR-1 1120-1130	< .005	.1	< 2.	< 2.	28.	30.	60.	< 2.	520.
112	RR-1 1130-1140	< .005	.1	2.	< 2.	50.	48.	60.	< 2.	490.
113	RR-1 1130-1140 RR-1 1140-1150	< .005	.1	< 2.	< 2.	36.	26.	60.	2.	600.
114	RR-1 1150-1160	< .005	.1	< 2.	< 2.	26.	20.	55.	< 2.	520.
115	RR-1 1150-1160	~ .003	,_							
116	RR-1 1160-1170	< .005	.1	< 2.	< 2.	22.	28.	50.	< 2.	50.
116	RR-1 1170-1180	< .005	< .1	< 2.	< 2.	38.	40.	60.	2.	31.0.
117		< .005	.3	< 2.	< 2.	80.	48.	150.	< 2.	170.
118	RR-1 1180-1190	< .005	.1	< 2.	< 2.	38.	28.	125.	2.	140.
119	RR-1 1190-1200	< .005	.1	< 2.	< 2.	30.	36.	90.	< 2.	270.
120	RR-1 1200-1210	< 1003								
		.005	.3	< 2.	< 2.	38.	36.	65.	2.	570.
121	RR-1 1210-1220	< .005	.3	< 2.	< 2.	125.	80.	105.	2.	300,
122	RR-1 1220-1230	< .005	.1	< 2.	< 2.	50.	70.	50.	4.	370.
123	RR-1 1230-1240	< .005	< .1	< 2.	< 2.	36.	42.	65.	2.	900.
124	RR-1 1240-1250	< .005	< .1	< 2.	< 2.	28.	26.	50.	2.	510.
125	RR-1 1250-1260	< .005			~ ~.					

Charles E. Thompson Arizana Renistered Accepter No. 9427

William L. Lehmbeck Arizona Registered Assayer No. 9425



1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

JOB NUMBER WIE078
August 22, 1994
PROJECT NO.: 3102
RR-1 (0010-1380)
PAGE 6 OF 6 PAGES

BHP MINERALS

Attn: Mr. James B. Nelson

4541 E. Fort Lowell Rd., Ste 221

Tucson, AZ 85712

REPORT OF ANALYSIS

Analysis of 132 Drill Cutting Samples

Incson, AL	00122		_								
ITEM	SAMPLE NO.	FIRE ASSA Au* (ppm)	Y Ag (ppm)	As (ppm)	Sb (ppm)	Cu (ppm)	Pb (ppm)	Zn (ppm)	Mo (ppm)	Mn (ppm)	
126 127 128 129 130	RR-1 1260-1270 RR-1 1270-1280 RR-1 1280-1290 RR-1 1290-1300 RR-1 1300-1310	< .005 < .005 < .005 < .005 < .005 < .005	< .1 < .1 .3 < .1 < .1	< 2. < 2. < 2. < 2. < 2.	< 2. < 2. < 2. < 2. < 2.	22. 22. 155. 30. 20.	28. 22. 18. 18.	46. 46. 90. 36. 20.	2. 2. 2. < 2. 2.	450. 490. 1050. 1500.	
131 132 133 134 135	RR-1 1310-1320 RR-1 1320-1330 RR-1 1330-1340 RR-1 1340-1350 ** RR-1 1350-1360 **	.005 < .005 < .005	.1 .1 .1	< 2. < 2. < 2.	< 2. < 2. < 2.	20. 26. 22.	18. 38. 20.	46. 50. 48.	4. 4. 2.	510. 540. 360.	
136 137	RR-1 1360-1370 ** RR-1 1370-1380 **										

*NOTE: Method of analysis by combination fire assay and atomic absorption.

**NOTE: Samples not received.

William L. Ile manager Manager

FILEProj

PURCHASE AND SALE AGREEMENT

by and between

ALANCO ENVIRONMENTAL RESOURCES CORPORATION

and

EXCELLON RESOURCES USA, INC.





### **DELIBERATIONS**

### FAX LEAD SHEET

IO: J. Briscre	TIME: /1:35 AM
FAX NO:	DATE:
FROM: A-N. Hockey	RETURN FAX NO: 416-867 - 1109
REFERENCE:	
I will cell you aron	d 12:15
PM my time	*
•	
# 5600	
·	
NUMBER OF PAGES INCLUDING LEAD SHEET:	2
IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE SOON AS POSSIBLE AT:	CONTACT THE SENDER AS
416-867-1100	

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Exhi Exhi	bit A - Des bit B - Pay bit C - Exc bit D - Qu	ymer cept	it :	Sch ns	o ed	ule Wa	th	e	Pr					Re	pr	es	en	ta	ti	ons

#### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this ____ day of July, 1994 by and between ALANCO ENVIRONMENTAL RESOURCES CORPORATION, an Arizona corporation ("Seller"), and EXCELLON RESOURCES USA, INC., an Arizona corporation ("Purchaser").

- 1. Agreement. For and in consideration of the mutual benefits enjoyed by each of the parties to this Agreement and of the payment by Purchaser to Seller of the Consideration (as hereinafter defined) at the time and in the manner set forth in the Payment Schedule (as hereinafter defined), Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and accept conveyance of, the Property (as hereinafter defined) pursuant to the terms and conditions herein set forth.
- 2. <u>Properties</u>. The properties which are the subject of this Agreement are certain federal mining claims located near Tombstone, Cochise County, Arizona, being more particularly described on <u>Exhibit "A"</u> attached hereto, together with all of Seller's right, title and interest in and to all easements, tenements, hereditaments, privileges and appurtenances in any way belonging to the same (collectively, the "Property").
- Consideration. Seller agrees to accept and Purchaser agrees to pay as consideration for the sale of the Property (the "Consideration"), subject to the terms of this Agreement, the amounts set forth on the payment schedule hereto as Exhibit "B" (the "Payment Schedule"). The Consideration (less any credits thereto provided hereby) shall be payable in accordance with, and on the dates set forth on, the Payment Schedule by wire transfer or other immediately available funds; provided, however, in the event that subsequent to Closing (as hereinafter defined), Purchaser either (a) defaults in the payment of any amount set forth on the Payment Schedule and such default is not cured within thirty (30) days after written notice of the same from Seller or (b) delivers to Seller written notice of its election to voluntarily terminate this Agreement, Purchaser shall reassign all of the Property to Seller free and clear of any encumbrances, except Permitted Encumbrances (as hereinafter defined). Purchaser shall so reassign the Property by executing an assignment substantially in the form of the Assignment (as hereinafter defined). Purchaser agrees that from and after the Closing and until the Consideration has been paid in full to Seller in accordance with the Payment Schedule, Purchaser shall maintain the Property in accordance with federal and state laws and regulations.

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- 4. Warranties and Representations by Seller: To induce Purchaser to enter into this Agreement and to purchase the Property, Seller makes the following representations and warranties, which representations and warranties shall survive the Closing:
- (a) Seller currently owns marketable title in and to the Property, free and clear of all liens or encumbrances, except Permitted Encumbrances;
- (b) Seller has not granted to any person, firm or entity, other than Purchaser, any right to purchase the Property or any part thereof which remains outstanding as of the date hereof, and there are no parties in possession of any portion of the Property;
- (c) except as disclosed on <u>Exhibit "C"</u> hereto, there is no litigation for which Seller has been served, and, to the best of Seller's knowledge, there is no litigation pending, threatened, affecting or relating to the Property;
- (d) except as disclosed on <u>Exhibit "C"</u>, Seller has received no notice (and has no other knowledge) of any pending or threatened condemnation or similar proceedings affecting the Property;
- (e) Seller has, during the period of Seller's ownership of the Property, complied with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto, and, to the best of Seller's knowledge and belief, the Property and its existing and prior uses have not violated and do not violate the provisions of any applicable laws, ordinances, statutes, regulations, orders, rules or restrictions relating thereto;
- (f) to the best of Seller's knowledge, the Property has never been the site of any activity that would lead to a present violation of any applicable environmental law and, to the best of Seller's knowledge, no hazardous substance, as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, has been released, deposited, discharged, stored or buried in, on or under the Property in quantities or locations that would require remedial action under any applicable environmental law;
- (g) Seller has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder, and the execution and delivery of this

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- , Agreement and the performance by Seller of its obligations hereunder requires no further action or approval in order to constitute this Agreement as a binding and enforceable obligation of Seller; and
  - (h) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.
  - Warranties and Representations of Purchaser. induce Seller to enter into this Agreement and to sell the Property to Purchaser, Purchaser represents and warrants to Seller that Purchaser has been duly authorized to enter into this Agreement on the terms and conditions of this Agreement and that this Agreement is fully binding and enforceable against Purchaser.
  - Closing. (a) At the consummation of the purchase and sale of the Property (the "Closing"), Seller, at its own cost and expense, shall deliver to Purchaser the following:
    - (i) A Quitclaim Deed (the "Deed") executed by Seller in the form attached hereto as Exhibit "D", but properly completed in accordance with this Agreement, duly acknowledged and in form for recording, which Deed shall convey to Purchaser the Property free and clear of all liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title which are acceptable to Purchaser, in its sole discretion (collectively, "Permitted Encumbrances");
    - (ii) Seller's affidavit in a form reasonably acceptable to Purchaser and Seller, as required by Section 1445 of the Internal Revenue Code;
    - (iii) Possession of the Property to Purchaser in accordance with the terms of this Agreement;
    - (iv) Evidence, in form and content satisfactory to Purchaser, that the persons executing the instruments delivered at Closing on behalf of Seller have the authority to bind Seller to perform its obligations set forth therein;
    - (v) A certificate of Seller to Purchaser stating that all representations and warranties made by Seller to Purchaser in this Agreement are true and correct in all material respects on and as of the Closing; and

- (vi) Such other documents and items as are contemplated to be delivered by Seller to Purchaser at the Closing pursuant to the other provisions of this Agreement.
- (b) Upon Seller's delivery of the foregoing, Purchaser shall deliver to Seller the Consideration (less any credits to which Purchaser is entitled pursuant to the terms hereof).
- (c) After the Closing, neither party hereto shall have any further rights, duties or obligations to the other pursuant to this Agreement other than those arising pursuant to the provisions hereof that are to expressly survive such Closing and those arising pursuant to the documents executed and delivered at such Closing.
- Closing Costs. Purchaser agrees to pay for all charges for the recordation of the instruments conveying title to the Property; all charges for tax certificates; all charges for the preparation and recordation of any releases or instruments required to clear Seller's title for conveyance in accordance with the provisions of this Agreement; and the cost of the UCC searches and update.
- Assignment. Either party to this Agreement may assign its rights under this Agreement. This Agreement shall inure to and shall be binding upon the successors and assigns of Seller and Purchaser.
- Indemnities. Seller hereby indemnifies Purchaser as owner of the Property against, and agrees to defend and hold Purchaser harmless from and against, any and all third party obligations, liabilities, claims, suits, debts, accounts, liens or encumbrances, and all costs and expenses, including reasonable attorneys' fees relating thereto, that Purchaser may suffer or incur and that result from the ownership or operation of the Property prior to the Closing. Purchaser hereby indemnifies Seller as owner of the Property against, and agrees to defend and hold Seller harmless from and against, any and all third party obligations, liabilities, claims, suits, debts, accounts, liens or encumbrances and all costs and expenses, including reasonable attorneys' fees relating thereto, that Seller may suffer or incur and that result from Purchaser's ownership or operation of the Property after the Closing. The provisions of this Section 9 shall survive the Closing.

- All notices, requests or permissions 10. Notices. required or permitted to be given to either Purchaser or Seller under the terms of this Agreement shall be sufficient if they are in writing and (a) mailed registered or certified mail, return receipt requested, (b) delivered in person, or (c) sent by telecopy or telefax, as follows:
  - Excellon Resources USA, Inc. To Purchaser: (a) 20 Adelaide St. East

Suite 200, Box 55

Toronto, Ontario M5C2T6

Canada

Fax: (416) 867-1109

Attention: A. Douglas MacKenzie

ALANCO ENVIRONMENTAL RESOURCES (i) To Seller:

CORPORATION

151 S. Main Street

Salt Lake City, Utah 84111

Fax: (801) 532-7400

Attention: Harrison Gentry

Mailed notices shall be deemed delivered and effective five (5) days following the date when placed in the United States mail, certified or registered mail, return receipt requested, postage prepaid. All notices delivered by overnight courier, by telecopy or telefax, or in person shall be deemed delivered upon receipt at the above addresses.

- This Agreement shall 11. Miscellaneous. (a) construed and interpreted in accordance with the laws of the State of Arizona.
- Time is of the essence as to all matters contained in the Agreement.
- If the final day of any time period or limitation set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday recognized by the United States government or the State of Arizona, then and in such event the time of such period or limitation shall be extended to the next day which is not a Saturday, Sunday or such legal holiday.
- (d) This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

- (e) This Agreement may not be modified or amended except by a subsequent agreement in writing signed by both Seller and Purchaser. Purchaser and Seller may waive any of the conditions herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation.
- (f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.
- (g) This Agreement, including the exhibits, schedules, and attachments attached thereto (all of which shall be deemed incorporated into this Agreement by reference), constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No statements, agreements or understandings, representations, warranties or conditions not expressed in this Agreement shall be binding upon the parties hereto, or shall be effective to interpret, change or restrict the provisions of this Agreement unless such is in writing signed by the party against whom enforcement thereof is sought.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto as of the date set forth above.

HUNCHASER: SELLER

ALANCO ENVIRONMENTAL RESOURCES CORPORATION, an Arizona corporation

Name: D. HARRISON GENTRY
Title: PRESIDENT

SELLER: PURCHASER

EXCELLON RESOURCES USA, INC., an Arizona corporation.

By: Chi Marliene
Name: AN MACKED 216
Title: London

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### **EXHIBIT A**

### DESCRIPTION OF PROPERTY

Oleles	Location	County	Recordation	on	B.L.M.
Claim	Date	Date		Fee Number	A.M.C. #
Name_	02-Sep-85	18-Sep-85	_	850918593	244511
CAB #1	02-Sep-85	18-Sep-85		850918594	244512
CAB #2	02-Sep-85	18-Sep-85		850918595	244513
CAB #3	02-Sep-85	18-Sep-85		850918596	244514
CAB #4	02-Sep-85	18-Sep-85		850918598	244515
CAB #5	02-Sep-85	18-Sep-85		850918597	244518
CAB #4A	02-36p-03	10 Och 00			
			Book	Page	
CAB #6	01-Jun-82	28-Jun-82	1601	11 - 12	183168
CAB #7	01-Jun-82	28-Jun-82	1601	13 - 14	183169
CAB #8	01-Jun-82	28-Jun-82	1601	15 - 16	183170
CAB #9	01-Jun-82	28-Jun-82	1601	17 - 18	183171
CAB #10	01-Jun-82	28-Jun-82	1601	19 - 20	183172
CAB #10	01-Jun-82	28-Jun-82	1601	21 - 22	183173
	01-Jun-82	28-Jun-82	1601	23 - 24	183174
CAB #12	01-Jun-82	28-Jun-82	1601	25 - 26	183175
CAB #13	01-Jun-82	28-Jun-82	1601	27 - 28	183176
CAB #14	01-Jun-82	28-Jun-82	1601	29 - 30	183177
CAB #15	01-Jun-82	28-Jun-82	1601	31 - 32	183178
CAB #16	01-Jun-82	28-Jun-82	1601	33 - 34	183179
CAB #17	01-Jun-82	28-Jun-82	1601	35 - 36	183180
CAB #18	01-Jun-82	28-Jun-82	1601	37 - 38	183181
CAB #19	01-Jun-82	28-Jun-82	1601	39 - 40	183182
CAB #20		28-Jun-82	1601	41 - 42	183183
CAB #21	01-Jun-82	28-Jun-82	1601	43 - 44	183184
CAB #22	01-Jun-82	28-Jun-82	1601	45 - 46	183185
CAB #23	01-Jun-82	28-Jun-82	1601	47 - 48	183186
CAB #24	01-Jun-82	28-Jun-82	1601	49 - 50	183187
CAB #25	01-Jun-82		1601	51 - 52	183188
CAB #26	01-Jun-82	28-Jun-82 28-Jun-82	1601	53 - 54	183189
CAB #27	01-Jun-82		1601	55 - 56	183190
CAB #28	01-Jun-82	28-Jun-82	1601	57 - 58	183191
CAB #29	01-Jun-82	28-Jun-82	1601	59 - 60	183192
CAB #30	01-Jun-82	28-Jun-82	1601	61 - 62	183193
CAB #31	01-Jun-82	28-Jun-82	1601	63 64	183194
CAB #32	01-Jun-82	28-Jun-82		65 - 66	183195
<b>CAB #33</b>	01-Jun-82	28-Jun-82	1601	67 - 68	183196
<b>CAB #34</b>	01-Jun-82	28-Jun-82	1601	69 - 70	183197
CAB #35	01-Jun-82	28-Jun-82	1601	08 - 70	,00101

Page 1 of 2

EXHIBIT A

#### DESCRIPTION OF PROPERTY

Location	County	/ Recordati	on	B.L.M.
Date	Date	Book	Page	A.M.C. #
01-Jun-82	28-Jun-82	1601	71 - 72	183198
01-Jun-82	28-Jun-82	1601	73 – 74	183199
01-Jun-82	28-Jun-82	1601	75 – <b>7</b> 6	183200
01-Jun-82	28-Jun-82	1601	77 – 78	183201
01-Jun-82	28-Jun-82	1601	79 – 80	183202
01-Jun-82	28-Jun-82	1601	81 - 82	183203
01-Jun-82	28-Jun-82	1601	83 - 84	183204
01-Jun-82	28-Jun-82	1601	85 - 86	183205
01-Jun-82	28-Jun-82	1601	87 - 88	183206
01-Jun-82	28-Jun-82	1601	89 - 90	183207
01-Jun-82	28-Jun-82	1601	91 - 92	183208
01-Jun-82	28-Jun-82	1601	161 - 162	183240
	28-Jun-82	1601	163 - 164	183241
	28-Jun-82	1601	165 - 166	183242
	28-Jun-82	1601	167 - 168	183243
	28-Jun-82	1601	169 - 170	183244
A CONTRACT OF THE PARTY OF THE	28-Jun-82	1601	171 - 172	183245
		1601	173 - 174	183246
2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			175 - 176	183247
	28-Jun-82	1601	177 - 178	183248
	Date  01-Jun-82 01-Jun-82 01-Jun-82 01-Jun-82 01-Jun-82 01-Jun-82 01-Jun-82 01-Jun-82 01-Jun-82	Date         Date           01-Jun-82         28-Jun-82           01-Jun-82         28-Jun-82	Date         Date         Book           01-Jun-82         28-Jun-82         1601           01-Jun-82         28-Jun-82 </td <td>Date         Book         Page           01-Jun-82         28-Jun-82         1601         71 - 72           01-Jun-82         28-Jun-82         1601         73 - 74           01-Jun-82         28-Jun-82         1601         75 - 76           01-Jun-82         28-Jun-82         1601         77 - 78           01-Jun-82         28-Jun-82         1601         79 - 80           01-Jun-82         28-Jun-82         1601         81 - 82           01-Jun-82         28-Jun-82         1601         83 - 84           01-Jun-82         28-Jun-82         1601         85 - 86           01-Jun-82         28-Jun-82         1601         87 - 88           01-Jun-82         28-Jun-82         1601         89 - 90           01-Jun-82         28-Jun-82         1601         91 - 92           01-Jun-82         28-Jun-82         1601         161 - 162           01-Jun-82         28-Jun-82         1601         163 - 164           01-Jun-82         28-Jun-82         1601         167 - 168           01-Jun-82         28-Jun-82         1601         167 - 168           01-Jun-82         28-Jun-82         1601         167 - 168           01-Jun-8</td>	Date         Book         Page           01-Jun-82         28-Jun-82         1601         71 - 72           01-Jun-82         28-Jun-82         1601         73 - 74           01-Jun-82         28-Jun-82         1601         75 - 76           01-Jun-82         28-Jun-82         1601         77 - 78           01-Jun-82         28-Jun-82         1601         79 - 80           01-Jun-82         28-Jun-82         1601         81 - 82           01-Jun-82         28-Jun-82         1601         83 - 84           01-Jun-82         28-Jun-82         1601         85 - 86           01-Jun-82         28-Jun-82         1601         87 - 88           01-Jun-82         28-Jun-82         1601         89 - 90           01-Jun-82         28-Jun-82         1601         91 - 92           01-Jun-82         28-Jun-82         1601         161 - 162           01-Jun-82         28-Jun-82         1601         163 - 164           01-Jun-82         28-Jun-82         1601         167 - 168           01-Jun-82         28-Jun-82         1601         167 - 168           01-Jun-82         28-Jun-82         1601         167 - 168           01-Jun-8

#### EXHIBIT "B"

#### PAYMENT SCHEDULE

Payment Date		Amount Due
Upon execution July 15, 1995 July 15, 1996 July 15, 1997 July 15, 1998 July 15, 1999	of this Agreement	\$ 10,000.00 \$ 15,000.00 \$ 30,000.00 \$ 50,000.00 \$ 75,000.00 \$ 1,000,000.00

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#### EXHIBIT "C"

### EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS

Title to the Mining Claims, which are the subject of the agreement, are subject to the paramount title of the United States of America. Possession and ownership of these claims is in accordance with the 1872 Mining Law of the United States of America, the Federal Land Policy Management Act of 1976 "FLPMA" and other Rules and Regulations administered to by the Department of the Interior, Bureau of Land Management and the State of Arizona. Easements on, to and over the property may exist, which easements will be of record in the State Office of the Bureau of Land Management as well as an grazing rights.

#### EXHIBIT "D"

#### OUITCLAIM DEED

This quitclaim deed is made this 19th day of 10 1 1994, by and between ALANCO ENVIRONMENTAL RESOURCES CORPORATION, an Arizona corporation ("Grantor") and EXCELLON RESOURCES USA, INC., an Arizona corporation.

#### WITNESSETE:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does by these presents, quitclaim, grant, bargain, sell and convey unto Grantee, its heirs, successors and assigns forever all of their right, title and interest to the federal mining claims located near Tombstone, Cochise County, Arizona more particularly described on Exhibit A hereto.

To have and to hold same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, Grantor does hereunto set its hand on the day and year first above written.

> ALANCO ENVIRONMENTAL RESOURCES CORPORATION, an Arizona corporation

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STATE OF UTAH S COUNTY OF SALT LAKES

On this 19 day of July 1994, before me, a Notary Public, personally appeared, D. Harrison Grantey

proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

> Notary Public in and for the State of MAG Notary Expiration Date:

> > PAUL J HEDERI Notary Public STATE OF UTAH Comm. Expires FEB 22, 1998 151 S MAIN SLC UT 84H1

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#### EXHIBIT A

### DESCRIPTION OF PROPERTY

O1 :	Location	County	Recordation	on.	B.L.M.
Claim	Location _ Date	Date	110001	Fee Number	A.M.C. #
Name_	02-Sep-85	18-Sep-85	-	850918593	244511
CAB #1	02-Sep-85	18-Sep-85		850918594	244512
CAB #2	02-Sep-85	18-Sep-85	*	850918595	244513
CAB #3	02-Sep-85	18-Sep-85		850918596	244514
CAB #4	02-Sep-85	18-Sep-85		850918598	244515
CAB #5		18-Sep-85		850918597	244518
CAB #4A	02-Sep-85	10-0cb 00			
			Book	Page	
CAB #6	01-Jun-82	28-Jun-82	1601	11 - 12	183168
CAB #7	01-Jun-82	28-Jun-82	1601	13 - 14	183169
CAB #8	01-Jun-82	28-Jun-82	1601	15 ~ 16	183170
CAB #9	01-Jun-82	28-Jun-82	1601	17 - 18	183171
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CAB #14	01-Jun-82	28-Jun-82	1601	27 - 28	183176
CAB #14	01-Jun-82	28-Jun-82	1601	29 - 30	183177
CAB #16	01-Jun-82	28-Jun-82	1601	31 - 32	183178
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CAB #25	01-Jun-82	28-Jun-82	1601	49 - 50	183187
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CAB #32	01-Jun-82	28-Jun-82	1601	63 - 64	183194
CAB #33	01-Jun-82	28-Jun-82	1601	65 - 66	183195
CAB #34	01-Jun-82	28-Jun-82	1601	67 - 68	183196
CAB #35	01-Jun-82	28-Jun-82	1601	69 - 70	183197

Page 1 of 2

#### EXHIBIT A

#### **DESCRIPTION OF PROPERTY**

Claim	Location	County	/ Recordation	on	B.L.M.
Name	Date	Date	Book	Page	A.M.C. #
				ALL	
CAB #36	01-Jun-82	28-Jun-82	1601	71 - 72	183198
CAB #37	01-Jun-82	28-Jun-82	1601	73 - 74	183199
<b>CAB #38</b>	01-Jun-82	28-Jun-82	1601	<b>7</b> 5 - 76	183200
CAB #39	01-Jun-82	28-Jun-82	1601	77 – 78	183201
CAB #40	01-Jun-82	28-Jun-82	1601	79 80	183202
CAB #41	01-Jun-82	28-Jun-82	1601	81 - 82	183203
CAB #42	01-Jun-82	28-Jun-82	1601	83 - 84	183204
CAB #43	01-Jun-82	28-Jun-82	1601	85 - 86	183205
CAB #44	01-Jun-82	28-Jun-82	1601	87 - 88	183206
CAB #45	01-Jun-82	28-Jun-82	1601	89 - 90	183207
CAB #46	01-Jun-82	28-Jun-82	1601	91 - 92	183208
CAB #78	01-Jun-82	28-Jun-82	1601	161 - 162	183240
CAB #79	01-Jun-82	28-Jun-82	1601	163 - 164	183241
CAB #80	01-Jun-82	28-Jun-82	1601	165 - 166	183242
CAB #81	01-Jun-82	28-Jun-82	1601	167 - 168	183243
CAB #82	01-Jun-82	28-Jun-82	1601	169 - 170	183244
CAB #83	01-Jun-82	28-Jun-82	1601	171 - 172	183245
CAB #84	01-Jun-82	28-Jun-82	1601	173 - 174	183246
CAB #85	01-Jun-82	28-Jun-82	1601	175 - 176	183247
CAB #86	01-Jun-82	28-Jun-82	1601	177 - 178	183248

#### EXHIBIT "D"

#### QUITCLAIM DEED

This quitclaim deed is made this 19th day of 1994, by and between ALANCO ENVIRONMENTAL RESOURCES CORPORA-TION, an Arizona corporation ("Grantor") and EXCELLON RESOURC-ES USA, INC., an Arizona corporation.

#### WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does by these presents, quitclaim, grant, bargain, sell and convey unto Grantee, its heirs, successors and assigns forever all of their right, title and interest to the federal mining claims located near Tombstone, Cochise County, Arizona more particularly described on Exhibit A hereto.

To have and to hold same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, Grantor does hereunto set its hand on the day and year first above written.

> ALANCO ENVIRONMENTAL RESOURCES CORPORATION, an Arizona corporation

Name:

Title:

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STATE OF UTAH §
COUNTY OF SALT LAKE §

On this 19 day of July 1994, before, me, a Notary Public, personally appeared, D. HARRISUN GENTRY known to me or satisfactorily

proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

> Notary Public in and for the State of UT#14 Notary Expiration Date:

PAUL J HEDERI Notory Public STATE OF UTAH Comm. Expers FEB 22, 1998 151 S MAIN SLC UT 84111

OL

# CERTIFIED COPY of CORPORATE RESOLUTION(S) of ALANCO ENVIRONMENTAL RESOURCES CORPORATION

#### KNOW ALL MEN BY THESE PRESENT:

That at a meeting of the Board of Directors of Alanco Environmental Resources Corporation called and held at the Corporation's Corporate Office, located at 151 South Main Street, Salt Lake City, Utah 84111, on the 7th and 8th days of July, 1994 beginning at 1:00 p.m. M.S.T. and present at the meeting at all times was a majority of the Board of Directors, wherein the following resolution(s) was/were passed:

RESOLVED:

that the corporation does hereby empower the Executive Committee to take any and all action necessary or requisite to sell, lease or otherwise dispose of the Corporations Mineral Properties and related assets; and be it

**FURTHER RESOLVED:** 

that said power includes negotiating, preparing, having prepared and executing any and all instruments, contracts and/or agreements to accomplish the aforesaid task, which said Executive Committee, in its sole discretion, believes to be in the best interest of the Corporation.

I, Kevin L. Jones, the duly elected Secretary of Alanco Environmental Resources Corporation do hereby verify that the above is a true and accurate copy of the resolution(s) adopted by the Board of Directors of said Corporation and that a quorum of the Board of Directors were present at all times and that the same appears on the Minute Books of said Corporation and has not been amended or revoked.

Secretary

# CERTIFIED COPY of CORPORATE RESOLUTION(S) of ALANCO ENVIRONMENTAL RESOURCES CORPORATION

#### KNOW ALL MEN BY THESE PRESENT:

That at a meeting of the Executive Committee of Alanco Environmental Resources Corporation called and held at the Corporation's Corporate Office, located at 151 South Main Street, Salt Lake City, Utah 84111, on the 18th day of July, 1994 at 1:00 p.m. M.S.T. and present at the meeting at all times were all of the members of said Executive Committee, wherein the following resolution(s) was/were passed:

RESOLVED:

that the Executive Committee, by virtue of the power vested in it by the Board of Directors, does hereby ratify and approve the agreement presented to it by Excellon Resources USA, Inc. to purchase certain unpatented mining claims located in the Tombstone Mining District, and be it

**FURTHER RESOLVED:** 

that said approval is subject to the condition that the agreements provision which calls for a Warranty Deed is altered to a call for a Quit-Claim Deed which is customary under the circumstances; and be it

FURTHER RESOLVED:

that the President, D. Harrison Gentry and the Secretary-Treasurer, Kevin L. Jones, be and hereby are empowered to prepare, having prepared and execute any and all instruments, contracts and/or agreements which are deemed necessary to complete the sale as outlined in the agreement.

I, Kevin L. Jones, the duly elected Secretary of Alanco Environmental Resources Corporation do hereby verify that the above is a true and accurate copy of the resolution(s) adopted by the ecutive Committee of said Corporation and that all of the members of the Executive Committee were present at all times and that the same appears on the Minute Books of said Corporation and has not been amended or revoked.

.

Secretary

#### NON-FOREIGN AFFIDAVIT

STATE OF UTAH SS. COUNTY OF SALT LAKE )

BEFORE ME, the undersigned authority, on this daly personally appeared Kevin L. Jones ("Affiant"), in his capacity as Secretary-Treasurer of Alanco Environmenta Resources Corporation, an Arizona Corporation ("Seller"), known to me or satisfactorily proven to be the identical person whose name is subscribed hereto, and after being duly sworn and under oath, deposed and said:

Seller intends to grant, bargain, sell and convey to 1. Excellon Resources USA, Inc. ("Purchaser") the following described real/personal property, together with all improvements located thereon and thereunto belonging:

See Exhibit "A" for a legal description

- Affiant acknowledges that Section 1445 of the Internal 2. Revenue Code provides that a transferee (Buyer) of U.S. Real property interests must withhold tax if the transferor (seller) is a foreign person. To inform and assure to Purchaser that withholding of taxes is not required upon the sale and transfer to Purchaser of the property described herein, Affiant represents, warrants and certifies to Purchaser, on behalf of Seller, the following:
  - Seller is not a foreign corporation, foreign a. partnership, foreign trust of foreign estate, as such terms are defined in the Internal Revenue Code and Income Tax Regulations, for purposes of U.S. income taxation;
  - No person or entity other than Seller has any ownership interest in or to any of the property described herein and to be conveyed to Purchaser;
  - The Internal Revenue Service Employer C. Identification Number of Seller is 86-0220694; and

- d. The address of Seller is 151 South Main Street, Salt Lake City, Utah 84111.
- 3. Affiant understands that the affidavit may be disclosed to the Internal Revenue Service by Purchaser and that any false statement made herein could be punished by fine or imprisonment, or both.
- Affiant acknowledges that he is executing this Affidavit on behalf of Seller.
- 5. Under penalties of perjury, Affiant declares that he has examined this Affidavit and that to the best of his knowledge and belief, it is true, correct and complete, and further that Affiant has the power and authority to execute this Affidavit on behalf of Seller.

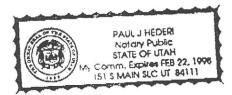
By: Kevin L. Jones

Title: Secretary - Treasurer

Date:

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Secretary - Treasurer of Alanco Environmental Resources Corporation, Kevin L. Jones, on this the 20 day of July 1994.

Notary Public



HOGE-24T1954 13:52 FROM MYF Capital Comp TO 1 DBZ 250 0000B1B3 F.B.

-- Gold Mining Stock Report







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08-24-1994 11:14AM FROM McDermid Mike McKnight TO 916022986688 P.02

# THE PRO TRADER

August 22 1994 Zürich, Switzerland

EDITOR-NEIL HL MAEDEL

FINANCIAL NEWSLETTER

8/24/94

J.A.B.

08-24-1994 11:15AM FROM McDermid Mike McKnight

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P.03

THE PRO TRADER

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THE PRO TRADER

08-24-1994 11:17AM FROM McDermid Mike McKnight

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P.05

THE PROTRADER

THE PRO TRADER

08-24-1994 11:18AM FROM McDermid Mike McKnight

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P.06

THE PRO TRADER

Ø8-24-1994 11:19AM

FROM McDermid Mike McKnight

TO

916022986688

P.07

THE PROTRADER



PRINTED IN CANADA

SKYLINE LABS, INC. 1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

JOB NUMBER WIE079 August 26, 1994 PROJECT NO.: 3102 RR-2 (0020-1000)

PAGE 1 OF 5 PAGES

08/28/94

FAX 18026228065

SKYLINE LABS

BHP MINERALS

Attn: Mr. James B. Nelson

4541 E. Fort Lowell Rd., Ste 221

RR-2 0210-0220

RR-2 0220-0230

RR-2 0230-0240

RR-2 0240-0250

RR-2 0250-0260

RR-2 0260-0270

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Tucson, AZ 85712

REPORT OF ANALYSIS

Analysis of 98 Drill Cutting Samples

 		FIRE ASSAY	_		a.h	Cu	Pb	Zn	Мо	Mn**
		Au*	Ag	As.	Sb	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)
ITEM	SAMPLE NO.	(ppm)	(ppm)	(ppm)	(ppm)	(Abm.)	(Phre)	, 22	(FF-7	TE.
1	RR-2 0020-0030	< .005	.2	2.	< 2.	16.	30.	10.	2.	
2	RR-2 0030-0040	< .005	. 2	4.	< 2.	6.	70.	8.	2.	
3	RR-2 0040-0050	< .005	< .2	5.	< 2.	12.	18.	12.	2.	
4	RR-2 0050-0060	< .005	. 2	10.	< 2.	10.	10.	16.	2.	
5	RR-2 0060-0070	< .005	< .2	7.	< 2.	12.	10.	20.	2.	
-										
6	RR-2 0070-0080	< .005	< .2	7.	< 2.	18.	32.	46.	2.	
7	RR-2 0080-0090	< .005	< .2	< 2.	< 2.	8.	12.	55.	< 2.	
ß	RR-2 0090-0100	< .005	< .2	< 2.	< 2.	10.	10.	28.	2.	
9	RR-2 0100-0110	< .005	< .2	2.	< 2.	28.	18.	40.	2.	
10	RR-2 0110-0120	< .005	< .2	2.	< 2.	10.	18.	16.	2.	
11	RR-2 0120-0130	< .005	< .2	2.	< 2.	20.	20.	30.	4.	
 12	RR-2-0130-0140	< .005	2		< 2.	26.	16.	36		
1.3	RR-2 0140-0150	< .005	< .2	2.	< 2.	8.	12.	80.	2.	
1.4	RR-2 0150-0160	< .005	< .2	2.	< 2.	6.	10.	48.	< 2.	
15	RR-2 0160-0170	< .005	.2	5.	< 2.	12.	12.	70.	4.	
16	RR-2 0170-0180	< .005	.2	3.	< 2.	12.	26.	155.	< 2.	_
17	RR-2 0180-0190	< .005	.9	3.	< 2.	18.	48.	275.	4.	ľ
18	RR-2 0190-0200	< .005	.2	2.	< 2.	8.	20.	140.	2.	
19	RR-2 0200-0210	< .005	. 2	< 2.	< 2.	8.	10.	105	< 2.	

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James A. Martin

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Exploration New Business Development BHP Minerals

Facsimile Communication

DATE: Aug. 28, 1994.

TO: Jim BRISCOE / JABA AS REPRESENTATIVE FOR ENCELLOW

ATTENTION:

FACSIMILE NUMBER: 298-6688*2

FROM: JAMES B. NELSON

TOTAL NO. OF PAGES INCLUDING HEADER:  $\neg$ 

If there is a problem with this transmission please telephone (602) 323-1160

#### OUR FAX NO. IS (602) 323-1811

GEOCHEMICAL RESULTS FROM DRILL HOLE #\$

SKYLINE LABS, INC. 1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

JOB NUMBER WIE079
August 26, 1994
PROJECT NO.: 3102
RR-2 (0020-1000)

BHP MINIRALS

6023231811

Attn: Mr. James B. Nelson

REPORT OF ANALYSIS

PAGE 2 OF 5 PAGES

16:00

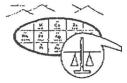
4541 E. Fort Lowell Rd., Ste 221

Tucson, AZ 85712

Analysis of 98 Drill Cutting Samples

		FIRE ASSAY									
		Au*	Ag	As	Sb	Cu	Pb	Zn	Mo	Mn**	
ITEM	SAMPLE NO.	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	
 										~~~~~~~	
26	RR-2 0270-0280	< .005	. 2	< 2.	< 2.	8.	16.	100.	2.		
27	RR-2 0280-0290	< .005	. 2	< 2.	< 2.	32.	16.	155.	2.		
28	RR-2 0290-0300	< .005	< .2	< 2.	< 2.	48.	10.	145.	4.		
29	RR-2 0300-0310	< .005	< .2	< 2.	< 2.	8.	12.	95.	2.		
30	RR-2 0310-0320	< .005	.2	< 2.	< 2.	8.	20.	80.	2.		
31	RR-2 0320-0330	.005	. 2	< 2.	< 2.	6.	1.6.	70.	2.		
32	RR-2 0330-0340	< .005	< .2	2.	< 2.	6.	18.	75.	2.		
33	RR-2 0340-0350	< .005	< .2	< 2.	< 2.	в.	22.	115.	2.		
34	RR-2 0350-0360	.030	< .2	< 2.	< 2.	8.	26.	155.	2.		
35	RR-2 0360-0370	< .005	< .2	2.	< 2.	10.	30.	150.	4.		
36	RR-2 0370-0380	< .005	< .2	< 2.	< 2.	8.	22.	125.	2.		
37	RR-2 0380-0390	< .005	.2	< 2.	< 2.	8.	22.	115.	2.		
38	RR-2 0390-0400	< .005	. 2	< 2.	< 2.	В.	12.	120.	2.		
39	RR-2 0400-0410	< .005	.2	6.	< 2.	8.	28.	140.	4.		
40	RR-2 0410-0420	< .005	.3	< 2.	< 2.	10.	18.	135.	4.		
41	RR-2 0420-0430	< .005	< .2	< 2.	< 2.	10.	16.	165.	2.		
42	RR-2 0430-0440	< .005	< .2	< 2.	< 2.	8.	32.	145.	2.		
43	RR-2 0440-0450	< .005	.2	2.	< 2.	10.	50.	220.	2.		
44	RR-2 0450-0460	< .005	< .2	2.	< 2.	16.	30.	140.	< 2.		
 45	RR-2 0460-0470	< .005	.2	3.	< 2.	28.	80.	320.	2.		
46	RR-2 0470-0480	< .005	< .2	2.	< 2.	8.	16.	135.	2.		
47	RR-2 0480-0490	< .005	< .2	< 2.	< 2.	8.	IS.	125.	< 2.		
48	RR-2 0490-0500	< .005	< .2	< 2.	< 2.	22.	36.	50.	4.		
49	RR-2 0500-0510	< .005	< .2	4.	< 2.	30.	12.	90.	4.		
50	RR-2 0510-0520	< .005	.2	< 2.	< 2.	22.	90.	320.	4.		

James A. Martin



SKYLINE LABS, INC.

1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

JOB NUMBER WIE079 August 26, 1994 PROJECT NO .: 3102

16:00

FAX

16026226065

SKYLINE LABS

RR-2 (0020-1000)

-- PAGE-3-OF-5-PAGES

BHP MINERALS

602323181

Attn:-Mr.-James-B. Nelson-

4541 E. Fort Lowell Rd., Ste 221

Tucson, AZ 85712

Analysis of 98 Drill Cutting Samples

REPORT-OF-ANALYSIS---

			FIRE ASSAY									
			Au*	Ag	As	Sb	Cu	Pb	Zn	Mo	16m * *	
	ITEM	SAMPLE NO.	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(mqq)	
_			~~~~~~~~~						~ ~ ~ ~ ~ ~ ~ ~ ~			
	51	RR-2 0520-0530	< .005	< .2	< 2.	< 2.	18.	20.	46.	2.		
	52	RR-2 0530-0540	< .005	.2	< 2.	< 2.	18.	28.	BO.	2.		
	53	RR-2 0540-0550	< .005	< .2	< 2.	< 2.	12.	10.	26.	2.		
	54	RR-2 0550-0560	< .005	< .2	< 2.	< 2.	12.	в.	30.	< 2.		
	55	RR-2 0560-0570	< .005	< .2	2.	< 2.	16.	30.	195.	2.		
	56	RR-2 0570-0580	< .005	< .2	< 2.	< 2.	10.	20.	160.	< 2.		
	57	RR-2 0580-0590	< .005	< .2	2.	< 2.	26.	16.	90.	4.		
	58	RR-2 0590-0600	< .005	< .2	< 2.	< 2.	16.	16.	55.	2.		
	59	RR-2 0600-0610	< .005	< .2	< 2.	< 2.	18.	12.	60.	2.		
	60	RR-2 0610-0620	< .005	< .2	< 2.	< 2.	18.	22.	130.	4.		
	00	KR-2 0020-0020			~ 4.	- 4.	10.	444	250.	7.		
	61	RR-2 0620-0630	< .005	< .2	< 2.	< 2.	12.	26.	115.	< 2.		
	62	RR-2 0630-0640	< .005	< .2	< 2.	< 2.	12.	28.	160.	< 2.		
	63	RR-2 0640-0650	< .005	< .2	< 2.	< 2.	12.	12.	75.	< 2.		
	64	RR-2 0650-0660	< .005	< .2	< 2.	< 2.	8.	10.	70.	< 2.		
	65	RR-2 0660-0670	< .005	< .2	< 2.	< 2.	8.	10.	70.	< 2.		
	56	RR-2 0670-0680	< .005	< .2	< 2.	< 2.	10.	26.	90.	< 2.		
	67	RR-2 0680-0690	< .005	< .2	< 2.	< 2.	10.	2.	20.	2.		
	68	RR-2 0690-0700	< .005	< .2	< 2.	< 2.	30.	12.	190.	2.		
	69	RR-2 0700-0700	< .005	< .2	< 2.	< 2.	40.	25.	185.	< 2.		
	70	RR-2 0710-0720	< .005	< .2	< 2.	< 2.	26.	30.	150.			
	, 0	RR-2 0110-0120	C *003	٠.4	< 4.	` 4.	20.	50.	230.	< 2.		
	71	RR-2 0720-0730	< .005	< .2	< 2.	< 2.	32.	30.	185.	2.		
	72	RR-2 0730-0740	< .005	< .2	< 2.	< 2.	38.	28.	220.	< 2.		
	73	RR-2 0740-0750	< .005	< .2	< 2.	< 2.	32.	42.	200.	4.		
	74	RR-2 0750-0760	< .005	< .2	< 2.	< 2.	20.	18.	320.	4.		
	75	RR-2 0760-0770	< .005	.2	2.	< 2.	30.	42.	275.	4.		

Charles E. Thompson

William L. Lehmbeck

James A. Martin

@003

6023231811

SKYLINE LABS, INC. 1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

JOB NUMBER WIE079 August 26, 1994

PROJECT NO.: 3102

RR-2 (0020-1000)

16:00

PAGE 4 OF 5 PAGES

BHP MINERALS Attn: Mr. James B. Nelson

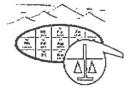
4541 R. Fort Lowell Rd., Ste 221

Tucson, AZ 85712

Analysis	of	98	Drill	Cutting	Samples
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REPORT OF ANALYSIS

item	SAMPLE NO.	FIRE ASSAY Au* (ppm)	Ag (ppm)	As (ppm)	Sb (ppm)	Cu (ppm)	P b (ppm)	Zn (ppm)	Mo (ppm)	Mn** (ppm)	
76	RR-2 0770-0780	< .005	< .2	2.	< 2.	20.	40.	260.	4.		
77	RR-2 0780-0790	< .005	.2	< 2.	< 2.	26.	28.	160.	4.		
76	RR-2 0790-0800	< .005	.2	< 2.	< 2.	42.	18.	175.	4.		
79	RR-2 0800-0810	< .005	.3	< 2.	< 2.	42.	26.	245.	2.		
80	RR-2 0810-0820	< .005	< .2	< 2.	< 2.	42.	16.	230.	2.		
81	RR-2 0820-0830	.005	.2	< 2.	< 2.	28.	22.	160.	4.		
82	RR-2 0830-0840	< .005	< .2	< 2.	< 2.	18.	10.	95.	< 2.		
83	RR-2 0840-0850	< .005	< .2	< 2.	< 2.	20.	10.	115.	2.		
84	RR-2 0850-0860	< .005	. 2	2.	< 2.	22.	16.	135.	2.		
85	RR-2 0860~0970	< .005	.3	2.	< 2.	30.	16.	135.	2.		
8€	RR-2 0870-0880	< .005	.3	2.	< 2.	22.	40.	115.	2.		
87	RR-2 0880-0890	< .005	. 2	< 2.	< 2.	16.	55.	110.	6.		
8.8	RR-2 0890-0900	< .005	.2	< 2.	< 2.	16.	42.	90.	12.		
89	RR-2 0900-0910	< .005	< .2	< 2.	< 2.	10.	36.	48.	4.		
90	RR-2 0910-0920	< .005	.2	< 2.	< 2.	10.	20.	16.	4.		
91	RR-2 0920-0930	< .005	.3	< 2.	< 2.	18.	65.	115.	6.		
92	RR-2 0930-0940	< .005	.3	< 2.	< 2.	16.	55.	105.	14.		
93	RR-2 0940-0950	< .005	.3	< 2.	< 2.	18.	32.	55.	4.		
94	RR-2 0950-0960	< .005	< .2	< 2.	< 2.	16.	32.	75.	6.		
95	RR-2 0950-0970	< .005	< .2	< 2.	< 2.	26.	20.	65.	4.		



SKYLINE LABS, INC.

1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

JOB NUMBER WIEC o August 26, 15 % PROJECT NO.: 31 % 2 (0020-1000) %

SKYLINE

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RR-2 (0020-1000)

PAGE 5 OF 5 PAGES

REPORT OF ANALYSIS

Attn: Mr. James B. Nelson

Tucson, AZ 85712

BHP MINERALS

6023231811

4541 E. Fort Tucson, AZ	Lowell Rd., Ste 221 85712	. An	alysis of	98 Dril	l Cutting	Samples					16:00
ITEM	SAMPLE NO.	FIRE ASSAY Au* (ppm)	Ag {ppm}	As (ppm)	Sb {ppm}	Cu (ppm)	Pb (ppm)	Zn (ppm)	Mo (mqq)	Mn** {ppm}	FAX 16020
96 97 98	RR-2 0970-0980 RR-2 0980-0990 RR-2 0990-1000	< .005 < .005 < .005	.5 .2 .2	< 2. < 2. < 2.	< 2. < 2. < 2.	30. 16.	48. 26. 36.	235. 50. 48.	2. 4. 4.		26226065

*NOTE: Method of analysis by combination fire

assay and atomic absorption.

**NDTE: Manganess results pending.

James A. Martin

SEP



STATEMENT

Remit To: P.O. Box 71060 Reno, NV 89570

Phone No.: 702-356-0606 Fax No.: 702-356-1413



AMERICAN ASSAY LABORATORIES 1500 GLENDALE AVE. SPARKS, NV 89431

STATEMENT DATE: 08/31/94

JABA INC. 2100 N. WILMOT SUITE 218 TUCSON

CUSTOMER NO.: 02-JABBA

AZ 85712

DATE	INVOICE	DESCRIPTION	CHARGE	CREDIT	BALANCE
	0029138-IN 0029292-IN		690.75 320.10		690.75 320.10
10: All CO: EXC	16(94	# of Pages FROM: J.A. BRISCOE JABA, INC. PHONE: (602) 721-1375 FAX # (602) 298-6688 *2 S Excellation April			
		received 976 194 REVIEWED JAB.			

- A T- TO Law And H. AD AND SECURITY OF THE PARTY OF THE				TOTAL:	1,010.85
CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	BALANCE DUE
.00	.00	1,010.85	.00	.00	1,010.85

ALL INVOICES DUE NET 30





JABA INC. 2100 N. Wilmot Rd. #218 Tucson, AZ 85712 (602) 885-9141 (FAX) 721-2768

September 7, 1994

Minerals Section Arizona State Land Department 1616 West Adams Phoenix, AZ 85007

RE: Assessment work - renewal of State Mineral Prospecting Permit No. 08-52526, total acres 240.0 - required labor expenditure \$2,400.

GENERAL COMMENTS:

The above Prospecting Permit is currently permitted to Primo Gold US. Via private agreement, Primo Gold US has made assignment of their interest in this Permit to Excellon Resources US, Inc. Excellon Resources US, Inc. is currently in the process of formalizing the assignment with the State Land Department so that Excellon Resources US, Inc. will be Permittee of record. Donna Miller, of your office, is lead person on this case file, so any status changes, questions, etc. should be addressed to her. JABA, Inc., consultants for Excellon Resources US, Inc., in particular Thomas E. Waldrip, Jr., will be in charge of day to day activities regarding this Permit for Excellon Resources US, Inc., while I will be responsible for overseeing and conducting mineral exploration thereon.

In general, due to timing constraints and the terms of their Agreement, Excellon Resources US, Inc. has been the responsible party for providing funding for performance of necessary work (assessment) requirements. Mr. Cabianca (Primo Gold US) signed the Affidavit of Annual Exploration Expenditure, per direction of the Department, necessitating the Permittee's signature, and I have detailed below work either in progress or completed to date.

WORK ACCOMPLISHED:

During the past lease year, in particular the last four months, JABA, Inc., as geological consultants for Excellon Resources US, Inc., has initiated a geologic evaluation of the Permit area in conjunction with other contiguous Permit areas (08-52736, 52738, 52739) to ascertain the precious metal mineralization found there. Included in this work was a re-evaluation of previously collected factual and interpreted data, including geochemical and geophysical surveys, drilling and geological mapping. Expenditures included salaries for both office and field work performed by myself and other staff of JABA, Inc., and business associates of JABA, Inc.

Based on a positive initial evaluation, a phased, integrated exploration/development program consisting of geological mapping, geochemical and geophysical studies, and exploration drilling has been recommended for the area in question. A budget has been submitted to Excellon Resources US, Inc.'s Board with approval expected shortly.

AZ State Land Department Septemiter 7, 1994 Page 1 of 2 It has been recommended and approved that the initial phase of the project be an aerial photographic mapping program. To this end, the Orthoshop-Tucson has been contracted to provide a phased program, ultimately to provide 1" to 200' topographical maps of the individual public land survey sections pertaining to the Permit area. The Orthoshop-Tucson has subcontracted to the A-Team Surveyors (Arizona Registered Surveyors) a base triangulation survey of the area for horizontal and vertical control. Survey work was completed during the week ending July 23, 1994. An aerial photo overflight of the area was undertaken on July 25, 1994. Contact color prints covering the area were delivered on August 15, 1994.

Previously, July 27 and August 24, 1994, assessment filings along with renewal application were made for continuous Prospecting Permit No.'s 08-52728 through 08-52730 and 08-52736, 52738 and 52739 respectfully.

On filing the August 24, 1994 renewal application for Prospecting Permit No.'s 08-52736, 52738 and 52739 (which the reader is referred to) excess annual work expenditures amounted to \$3,974.86 (see attached copy of August filings and expenditures). Since the annual work expenditure was performed for the benefit of all the contiguous permits in the area (08-52526, 52728-52730, 52736, 52738 & 52739) we are applying \$2,400 of this above sum (\$3,974.86) against annual labor requirements of this Permit. The overage of \$1,574.86 of expenditures performed this year will be combined with continuing work and expenditures and used to offset future annual work requirements on these Permits.

Respectfully submitted,

JABA, INC.

James A. Briscoe, President

JAB/msb

OUT

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GPS SURVEYING

LAND SURVEYING

CORPORATE OFFICE 2432 W. Peoria Ave., Ste. 1075 Phoenix, Arizona 85029 (602) 906-0020 FAX (602) 906-0019

TUCSON, ARIZONA OFFICE 6821 N. Machiavelli Way Tucson, Arizona 85741 (602) 742-7492

August 31, 1994

A. DOUGLAS MACKINZIE, VICE PRESIDENT MVP CAPITAL CORP. 20 Adelaide Street-East Box 28, Suite 200 Toronto, Ontario, Canada M5C 2T6

RE: Corrected GPS Mapping Control for Mining Site, Southeast of Tombstone, Arizona

Please find enclosed, the corrected and revised coordinates of your mapping photo control panels. These coordinates were delivered inadvertently in meters. This does not in any way diminish the quality for the final coordinates. Only the units of measure have been changed to be consistent with the previous mapping coordinates. The revised listing has also been sent to the Orthoshop, Tucson.

We apologize if this has caused any inconvenience. Please feel free to contact if you should have any questions.

Respectfully,

David A. Rhine

R.L.S., Exec. Vice President GPS and Conventional Survey

xc: James A. Brisco, JABA Inc.

ROUTING FROM TAB

DATE 9894 PROJ # 159-357

INT. INT. INT.

JAB PJB PJB

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GPS SURVEYING LAND SURVEYING

CORPORATE OFFICE 2432 W. Peoria Ave., Ste. 1075 Phoenix, Arizona 85029 (602) 906-0020 FAX (602) 906-0019

TUCSON, ARIZONA OFFICE 6821 N. Machiavelli Way Tucson, Arizona 85741 (602) 742-7492

August 31, 1994

Attn:

A. Douglas MacKinzie, Vice President

MVP Capital Corp.

20 Adelaide Street East

Box 28, Suite 200

Toronto, Ontario, Canada M5C 2T6

RE:

GPS Mapping Control for Mining Site,

Southeast of Tombstone, Arizona

The following are coordinates of Photo Control Panels as indexed on the Tombstone and Hay Mountain Quadrangle maps. These positions are NAD83 State Plane Coordinates for the Arizona Eastern Zone. The coordinates are located directly from the previous mapping project to insure compatibility.

			Panel	Monument
Pane1	North	East	Elevation	Elevation
51	234175.06	722148.44	4334.12	4334.12
52	227342.26	722991.04	4274.24	4274.54
53	228165.63	735012.65	4424.33	4424.33
54	239927.22	735320.42	4645.74	4645.74
55	227555.42	747119.14	4435.34	4435.34
56	234972.42	746777.19	4647.44	4647.44
57	244633.14	747504.20	4707.04	4707.04
58	247805.18	746731.53	4665.03	4665.09
59	256532.39	746896.10	4645.23	4645.33
60	266348.25	746631.95	4632.38	4632.38
61	265770.24	759294.67	4831.85	4831.85
62	254125.42	759116.28	4878.10	4878.36
63	239365.58	758737.20	4646.14	4646.44
64	227548.13	757893.23	4513.53	4513.53
65	227938.11	769901.62	4545.98	4545.98
66	236402.87	769955.91	4632.44	4632.44
67	246972.63	770436.99	4753.56	4753.63
68	261385.58	768740.52	4856.16	4856.16
69	265987.43	769985.08	4910.92	4910.92

I am including a copy of the previous mapping control produced in October of 1992.

As always, if you should have any questions, please contact me at either the Tucson or Phoenix office.

Respectfully,

David A. Rhine R.L.S.

xc: James A. Brisco, JABA, Inc.



GPS SURVEYING

LAND SURVEYING

CORPORATE OFFICE 2432 W. Peoria Ave., Ste. 1075 Phoenix, Arizona 85029 (602) 906-0020 FAX (602) 906-0019

TUCSON, ARIZONA OFFICE 6821 N. Machiavelli Way Tucson, Arizona 85741 (602) 742-7492

August 31, 1994

Attn:

A. Douglas MacKinzie, Vice President

MVP Capital Corp.

20 Adelaide Street East

Box 28, Suite 200

Toronto, Ontario, Canada M5C 2T6

RE:

GPS Mapping Control for Mining Site,

Southeast of Tombstone, Arizona

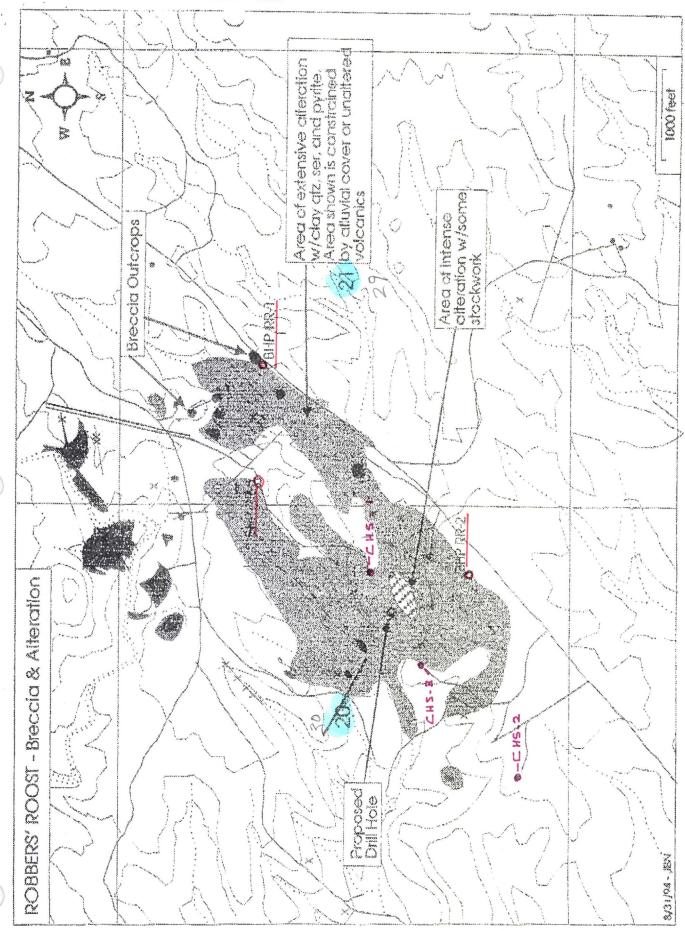
The following are coordinates of Photo Control Panels as indexed on the Tombstone and Hay Mountain Quadrangle maps. These positions are NAD83 State Plane Coordinates for the Arizona Eastern Zone. All coordinates are in Survey feet.

			Panel	Monument
Panel	North	East	Elevation	Elevation
51	234175.06	722148.44	4334.12	4334.12
52	227342.26	722991.04	4274.24	4274.54
53	228165.63	735012.65	4424.33	4424.33
54	239927.22	735320.42	4645.74	4645.74
55	227555.42	747119.14	4435.34	4435.34
56	234972.42	746777.19	4647.44	4647.44
57	244633.14	747504.20	4707.04	4707.04
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66	236402.87	769955.91	4632.44	4632.44
67	246972.63	770436.99	4753.56	4753.63
68	261385.58	768740.52	4856.16	4856.16
69	265987.43	769985.08	4910.92	4910.92

I, David A. Rhine certify that this survey was performed under my direct supervision in the month of July, 1994. The coordinates are located directly from the previous mapping project to insure compatibility and meet or exceed a minimum horizontal precision of 1:50,000 of internal accuracy.

David A. Rhine, R.L.S.





for puricular on outra Puties

REVIEWED J.A.B.

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TROM BAP-UT, INTL. INC.

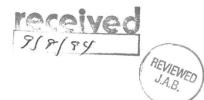
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Oi

Attn: Mr. James B. Nelson

SKYLINE LABS, INC.

1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703



JOB NUMBER WIE081 September 7, 1994 PROJECT No.: 3102 RR-3 (20-700) PAGE 1 OF 3 PAGES

REPORT OF ANALYSIS

4541 E. Fort Lowell Rd., Ste 221 Tucson, AZ 85712

BHP MINERALS

Analysis of 68 Drill Cutting Samples

rucson, Az	85/12	2:110	TINDIB OF	OR DETIT	cocuing	Sumpren					
		FIRE ASSAN	7								
		Au*	Ag	Aa	SP	Hg	Ca	Pb	Zn	Mo	
ITEH	SAMPLE NO.	(ppm)	(mgg)	(Ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	(ppm)	
										~~~~~	
1		.005	.1	4.	< 2.	.02	30.	10.	16.	4.	
2	RR-3 30-40	< .005	< .1	2.	< 2.	.01	10.	12.	38.	< 2.	
3		< .005	< .1	2.	< 2.	.01	16.	20.	75.	2.	
4	RR-3 50-60	< .005	< .1	3.	< 2.	.01	10.	12.	26.	2 -	
5	RR-3 60-70	< .005	< .1	4.	< 2.	.01	10.	20.	22.	< 2.	
6		< .005	< .1	2.	< 2.	.01	10.	12.	50.	< 2.	
7		< .005	< .1	4.	< 2.	< .01	В.	18.	26.	< 2.	
6	RR-3 90-100	< .005	< .1	< 2.	< 2.	< .01	₿.	ε.	48.	< 2.	
9	RR-3 100-110	< .005	< .1	2.	< 2.	< .01	10.	8.	42.	< 2.	
10	RR-3 110-120	< .005	< .1	< 2.	< 2.	.01	12.	12.	40.	< 2.	
11	RR-3 120-130	< .005	< .1	< 2.	< 2.	.02	10.	10.	8.	< 2.	Ш
12	RR-3 130-140	< .005	< .1	< 2.	< 2.	.02	8.	18.	8.	< 2.	<del>-1</del> 1
1.3	RR-3 140-150	< .005	< .1	< 2.	< 2.	-01	Ð .	2.	10.	2.	S.
14	RR-3 150-160	< .005	< .1	2 -	< 2.	< .01	в.	6.	10.	< 2.	۵.
15	RR-3 160-170	< .005	< .1	< 2.	< 2.	< .01	6.	2.	8.	< 2,	,
16	RR-3 170-180	< .005	< .1	2.	< 2.	.01	6.	< 2.	8.	< 2.	
17	RR-3 180-290	< .005	< .1	2,	< 2.	.02	в.	€.	10.	< 2.	
18	RR-3 190-200	< .005	< .1	< 2,	< 2.	.01	12.	< 2.	18.	< 2.	
19	RR-3 200-210	< .005	< .1	2.	< 2.	.02	10.	6.	26.	< 2.	
20	RR-3 210-220	< .005	< .1	< 2.	< 2.	.01	12.	12.	40,	< 2.	
21	RR-3220-230	···	1	2			8	6-,	26.		
22	RR-3 230-240	< .005	< ,I	3.	< 2.	.01,	5.	ε.	20.	4.	
23	RR-3 240-250	< -005	1.0	2.	< 2.	.02:	6.	6,	22,	2.	
24	RR-3 250-260	< .005	< .1	2.	< 2.	.01	6,	2.	16,	4.	
25	RR-3 260-270	< .005	< .1	2.	< 2.	.01	6.	6.	8.	2.	6 0

Charles E. Thompson

William L. Letunbeck

James A. Martin

# SKYLINE LABS, INC.

1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 85703

JOB NUMBER WIE081 September 7, 1994 PROJECT NO.: 3102 RR-3 (20-700)

PAGE 2 OF 3 PAGES

BHP MINERALS Attn: Mr. James B. Nelson

4541 E. Fort Lowell Rd., Ste 221

REPORT OF ANALYSIS

on, AZ	Lowell Rd., Ste 22 85712		lysis of	68 Drill	Cutting	Samples					07:10
		FIRE ASSAY					~ ~ ~ ~ ~				
ITEM	SAMPLE NO.	Au* (ppm)	Ag (ppm)	As (ppm)	Sb (ppm)	Hg (ppm)	Cu (ppm)	(ppm)	Zn (ppm)	Mc (ppm)	FAX 160
											18026228068
25	RR-3 270-280	< .005	< .1	< 2.	< 2.	.03	16.	6.	20.	< 2.	0.53
27	RR-3 280-290	< .005	< .1	< 2.	< 2.	-01	26.	10.	30.	< 2.	G (%
28	RR-3 290-300	< .005	.1	< 2.	< 2.	_02	12.	15.	50.	< 2.	
29	RR-3 300-310	< .005	< .1	< 2.	< 2.	-01	12.	12.	50.	< 2.	
30	RR-3 310-320	< .005	< .1	< 2.	< 2.	.01	10.	12.	55.	< 2.	
31	RR-3 320-330	< .005	< .1	< 2.	< 2.	< .01.	8.	IO.	50.	< 2.	
32	RR-3 330-340	< .085	< .1	< 2.	< 2.	.01	8.	12.	42.	< 2.	7.0
33	RR-3 340-350	< .005	< .1	< 2.	< 2.	_01	8.	12.	60.	< 2.	5K
34	RR-3 350-360	< .005	< .1	< 2.	< 2.	.02	12.	20.	100.	< 2.	Ë
35	RR-3 360-370	< .005	< .1	4.	< 2.	.02	30.	12.	115.	2.	SKYLINE
36	RR-3 370-380	< .005	< .1	2.	< 2.	.01	30.	12.	12.		LABS
37	RR-3 380-390	< .005	< .1	3.	< 2.	.01	20.	22.	46.	2.	88
3B	RR-3 390-400	< .005	< .1	2.	< 2.	< .01	16.	46.	150.	2.	
39	RR-3 400-410	< .005	.3	2.	< 2.	< .01	30_	20,	32.	< 2.	
40	RR-3 410-420	< .005	.1	2.	< 2-	-01	16.	14.	34.	< 2. < 2.	
41	RR-3 420-430	< .005	.3	3.	< 2.	.01	12.	15-	38.	2,	
42	RR-3 430-440	< .005	.3	2.	< 2.	.02	12.	10.	48.	< 2.	
43	RR-3 440-450	< .005	. 1.	2.	< 2.	.02	10.	10.	42.	< 2.	
44	RR-3 450-460	< .005	.1	2.	< 2.	.02	10.		50.	< 2.	
45	RR-3 460-470	< .005	-1	< 2.	< 2.	-03	8.	В.	50.	< 2.	
46			3	<-2	<-2	.02	8.	10.	70.	< 2.	
47	RR-3 480-490	< .005	.I	2.	< 2.	.02	в.	16.	55,	< 2.	
48	RR-3 490-500	< .005	.3	2.	< 2.	.01	8.	10.	55.	< 2.	
49	RR-3 500-510	< ,005	. 4	3.	< 2.	-02	8.	16.	60.	< 2.	
50	RR-3 510-520	< .005	.3	2.	< 2.	.02	8.	20.	65.	< 2.	00 @
				-							0

Charles E. Thompson

William L. Lehmbeck

James A. Martin

# SKYLINE LABS, INC.

1775 W. Sahuaro Dr. • P.O. Box 50106 Tucson, Arizona 65703

JOB NUMBER WIE081 September 7, 1994 PROJECT NO.: 3102 RR-3 (20-700) PAGE 3 OF 3 PAGES

09/08/94

07:10

FAX 16026226065

SKYLINE LABS

HP MINIRALS

ttn: Mr. James B. Nelson

1541 E. Fort Lowell Rd., Ste 221

Nucson, AZ 85712

REPORT OF ANALYSIS

Analysis of 68 Drill Cutting Samples

îtem	SAMPLE NO.	FIRE ASSAY Au* (ppm)	Ag (ppm)	As (ppm)	Sb (now)	Hg	Cu	Pb	Zn	Мо	
LIEN	SAME DE MO.	(bbw)	(ppa)	(Pfw)	(ppm)	(mqq)	(ppm)	(ppp)	(ppm)	(ppm)	
~~~~~~	~										• ~
51	RR-3 520-530	< .005	. 4	2.	< 2.	.01	8.	10.	46.	< 2.	
52	RR-3 530-540	< .005	. 4	< 2.	< 2.	.04	б_	8.	32.	2.	
53	RR-3 540-550	< .005	.3	< 2.	< 2.	-03	6.	10.	46.	< 2.	
54	RR-3 550-560	< .005	.3	< 2.	< 2.	.04	6.	8.	40.	2.	
55	RE-3 560-570	< .005	-4	2.	< 2.	.05	6.	В.	32.	2.	
56	RR-3 570-580	< .005	., 3	2.	< 2.	.05	6.	8.	36.	4.	
57	RR-3 580~590	< .005	.4	< 2.	< 2.	.04	6.	16.	55.	2,	
58	RR-3 590-600	< .005	. 3	< 2.	< 2.	.03	6,	12,	60.	2.	
59	RR-3 600-610	< .005	. 3	< 2.	< 2.	.02	8.	12.	55.	< 2.	
б0	RR-3 610-620	< .005	.1	< 2.	< 2.	.01	12.	26.	65.	2,	*
61	RR-3 620-630	< .005	.4	2.	< 2.	.02	16.	22.	50.	< 2.	
62	RR-3 630-640	< .005	.5	3.	< 2.	.02	12.	20.	60.	< 2.	
63	RR-3 640-650	< .005	.3	2.	< 2.	.03	10.	12.	48.	2.	
54	RR-3 650-660	< .005	.3	2.	< 2.	.02	10.	10.	30.	4.	
65	RR-3 660-670	< .005	.2	2.	< 2.	.04	26.	10.	60.	2.	
66	RR-3 670-680	< .005	.4	< 2.	< 2.	.03	40.	8.	100.	< 2.	
67	RR-3 680-690	< .005	.1	< 2.	< 2.	.04	10.	18.	50.	< 2.	
68	RR-3 690-700	< .005	.2	< 2.	< 2.	.02	10.	18.	65.	< 2.	

*NOTE: Method of analysis by combination firs

assay and atomic absorption.

Willamil in Manager

James A. Martin



FEDERAL EXPRESS

September 6, 1994

Mr. Kenneth A. Cabianca
Primo Gold USA
c/o Primo Gold Ltd.
609 Granville St., Suite #1730
Vancouver, BC, Canada V7Y 1G5

RE: Renewal application State of Arizona Prospecting Permit No. 08-53246, Zebra Project Area;

JABA project #159-357

Dear Mr. Cabianca:

Pursuant to completion of the photographic work on the Zebra project area by Excellon, sufficient monies have been expended to cover the annual labor requirements on the last remaining Prospecting Permit, due in December, 1994. I therefore have prepared the necessary paperwork for filing a renewal on this Permit in order to undertake an early filing.

As with previous Permits, I am requesting your signature on the Renewal Form and signature and notarization on the Affidavit of Annual Exploration Expenditure (please refer to my correspondence of July 14, 1994). I have included a copy of filing documents for your general information and files. I would appreciate your signing the Renewal form, etc., getting it notarized, and returning it to me using the Federal Express mailer enclosed for your convenience.

On conclusion of this filing with the State, all necessary filings will have been accomplished for the 1994 calendar year on State Prospecting Permits in the Zebra project area. The next renewal will be for Permit No.'s 08-52728-52730, on or before July 27, 1995.

Your attention to this matter is appreciated.

Komas Ellaldig, Je

Sincerely,

Thomas E. Waldrip, Jr.

TEW/msb

Enclosures: Renewal application & State Report

cc: A. D. MacKenzie

J. A. Briscoe





September 20, 1994

Messrs McAvity, MacKenzie, & Brissenden Excellon Mineral Resources Inc. Suite 200-20 Adelaide St. E. Toronto, Ontario CANADA

Gentlemen:

As you know JABA has a variety of mineral properties in the USA, and as of last week has reached an agreement to form a joint venture with a Mexican exploration and consulting firm who has several properties of merit in northern Mexico. Further, JABA has extensive files covering the western United States - primarily the Southwest. Over the years we have expended over \$3 million related to this data - more than 1.5 million of our own money and the remainder for clients who no longer have an interest in the minerals business or no longer exist. For a variety of technical reasons many of which we have previously discussed, we believe potential for further discovery is great. In that light, in recent months JABA has acquired two additional properties - the Little Outfit and Jalisco Canyon. Our new co-workers in Mexico have a similar inventory and identified potential. The specific properties are:

USA (Arizona, California & Nevada)

	Name	Туре	Potential
1.	Silverbell NSO	Porphyry Cu	+100mm tons 0.5% Cu? Heap leachable? Pot. JV w/ ASARCO w/ their adj. N Silverbell O.P.H.L. mine about to go into prod.
2.	Little Outfit	Porphyry Cu	+100mm tons 0.7%Cu ?



3.	Bullfrog	Diss. & large vn Au.	Extension Lac BFrog mine - patented claim forms E pit wall of the planned MS Pit - Un patented claims on off set of BF vein zone.
4.	Randsburg	Diss. & high grade Au. Visible Au in DH in confiden- tial JABA data.	?500 K oz Au @0.0x? Au with high grade shoots.
5.	Painted Hills Jalisco Canyon	Hot springs Au Au bearing Bx pipe	Like AMAX Wind Mtn. or Crowfoot Mine. + 250 K oz Au? Not yet evaluated - but could be large.
MEXI	CO (States of Sonora	and Chihuahua)	
1.	Ocampo	Au, Ag, Cu, Pb, Zn	Large caldera feature with old bonanza veins &
			porphyry copper - gold environment.
2.	Opata	Porphyry Cu?	porphyry copper -
2.	Opata El Fuste	Porphyry Cu? vein?-replacement type Zn, Pb, Ag, Cu	porphyry copper - gold environment.
3.	_	vein?-replacement	porphyry copper - gold environment. Unknown
3.	El Fuste	vein?-replacement type Zn, Pb, Ag,Cu	porphyry copper - gold environment. Unknown Unknown

PROPOSAL

We propose to vend these properties into Excellon for a combination of stock, and warrants or options based on performance, as well as a minimum retained NSR royalty on each current or discovered property. Additionally Excellon would fund a significant exploration program managed by JABA, with a minimum duration of one year with the option to continue for additional years with a 3 month notice. The purpose of the exploration would be to bring these and properties currently owned by Excellon to a point where specific drill targets were identified sufficient that a well capitalized JV partner could be interested. Other targets in the files and minds of the Explorationists would be pursued with the same objective. To assure proper testing, there is a drilling budget to be expended on deserving targets, when that appears more relevant than seeking a partner.

Currently, JABA has the Silverbell target sold to BHP, though no agreement has been signed. Thus, if JABA were to transfer the Silverbell target to Excellon there would be an outstanding effect on Excellon Stock. It is also worthy of note that the Little Outfit porphyry copper target (a magnetic geophysical anomaly) - was identified by the USGS and mentioned during a professional meeting this spring. We simply took note and quickly went out and acquired the property. As this target is essentially "underwritten" by the USGS in print, it should have a similarly positive effect on Excellon's stock performance. The property in the Bullfrog mining district at Beatty, Nevada consists of three patented mining claims and several unpatented mining claims. One patented claim forms the east wall of the Montgomery - Shoshone planned open pit while the unpatented claims JABA feels cover a fault offset of the Bullfrog vein zone. All of these claims are surrounded by Lac property. With the purchase of Lac by American Barrick, we anticipate vigorous action on this currently dormant area. Significant gold reserves should be located on the JABA property. Other targets have been identified in the Bullfrog district by JABA but not yet acquired.

Proprietary information about visible gold mineralization in land adjacent to that owned by JABA at Randsburg, which can probably be acquired, may indicate an undiscovered ore target in this productive old district. JABA had a role in the currently producing Baltic and Lamont mines.

THE EXPLORATIONISTS

The lead exploration would be done by Dr. John M. Guilbert and James A. Briscoe. Additional exploration personnel would be: Thomas E. Waldrip Jr. BS Geology, Exploration and Land / Legal; Robert J. Macer M.S. Geology, M.S. Library Science, Literature

Research and computer data base and computer administration; Sr. Ajax Alba M.S. Geology - Exploration Mexico; Mr. James K Coppenbarger - prospecting and legal, Mexico; and where needed JABA Associate Dr. Henry Trube, PhD Geology - Remote Sensing - Space Imagery. Further, Mr. Gary M. Blacharski AutoCad virtuoso would spend full time computer drafting maps and cross sections. JABA Associate Susie Gallatt computer illustrator and videographer would be available for computer illustration and video production.

All of the above personnel have many years of experience in their specialty. Each specialty dovetails with the others, with no redundancy. No inexperienced individuals will be involved. When warm body work is required, it will be obtained by contract from temporary agencies on an as needs basis.

THE BUDGET (In US Dollars)

Fixed Costs:

I. To include: Personnel, Office,
 Utilities, Computers, Telecommunications,
 Travel - Food & Lodging, Recon. Assays,
 Accounting, Insurance.
 Total effort - 6.5 professional man years.
 Time - 12 months \$600,000
Variable Costs:

Varia	able Costs:	
II.	Land Acquisition and Maintenance	200,000
III.	Remote Sensing, Aerial Photography and Base Maps	100,000
IV.	Geophysical Surveys	100,000
٧.	Detailed Geochemical Surveys	100,000
VI.	Drilling and Associated Expenses	900,000

Very truly yours;

Total Exploration Budget

James A. Briscoe

\$2,000,000

Starquote * Screen 1 * MDSL1073 *** Tuesday September 27th 1994 5:09:46 PM EDT

SO AW

20-Sep-94 at 04:16:03 EXCELLON RESOURCES INC

17:09 Page 1

P. 01

EXN: EXLLF Primo Terminated The Joint Venture Agreement With Exc Symbol: EXN EXLLF

20Sep94 Market News Publishing Inc. 94/09/20 No:0004

PRIMO RESOURCES LTD ("PRI-V;PMRSF-L")

EXCELLON RESOURCES INC ("EXN-V;EXLLF-L")

- Primo Terminated The Joint Venture Agreement With Excellon

Kenneth A. Cabianca, President of Primo Resources Ltd. announces that Primo has notified Excellon Resources Inc. that it has terminated the joint venture agreement between the companies on Primo's Zebra property located near Tombstone, Arizona, as Excellon has failed to meet its funding obligation. The property which has an average grade of 0.09 ounces of gold per ton and grades of up to 1 ounce per tone is 100% owned by Primo. Management will now reivew alternate programs for the property.

Tel: (604) 689-4048 Kenneth A. Cabianca, President, Primo Resources Ltd.







September 30, 1994

Messers. Nelson And Spatz BHP Minerals 4541 E. Fort Lowell Rd., Suite 221 Tucson, AZ USA 85712

Dear Jim And Dave:

Re: Air photo interpretation and ground truth reconnaissance for live limonite capping and my interpretation of the location of the copper center of the Robbers Roost porphyry alteration zone.

Attached with this note are four color air photos from 1973, reproduced with a Cannon Laser color copier. They are portions of the stereo pair from over Robbers Roost, photos 5-5 & 5-6, at an approximate scale of 1" = 2,000' (1:24,000), and 1" = 500' (1:6,000) and can be viewed in stereo. On the small photo 5-5 is a transparent overlay showing my interpretation of the economic geologic situation.

As you can see by examining the porphyry center in stereo the concentric oval nature (elongated in a northeast direction and topographically low at the center) is profound. The center zone is approximately 1,000 feet in a northeast direction and 800 feet transverse to that. The strong live limonite outcrop (my opinion) where we parked under the hackberry tree during our August field meeting, lies on the southeast flank of this zone. This central zone is characterized by low topographic relief and consequently is completely alluvial covered except in a few erosional windows. Where it can be seen, the intensity of the chalcocitic capping fades over one to two hundred feet or more into pyritic capping rather than being abruptly cutoff. This low central topography surrounded by concentric annular topographic rings is rather typical for many porphyry alteration zones where the erosional history is permissive. The features are large and can only be seen in stereo on air photos of the proper scale.

The features are primarily related to contrasts in erosional resistance and hence alteration type, with some structural Concentrically around the center zone is a less distinct annular topographically defined feature. John Guilbert and I made a one day reconnaissance over the altered area having time for only one traverse. We found that along the line of our traverse, this second feature is characterized by a very white intensely sericitic patch of andesite porphyry on its southwest This white zone is in turn surrounded by a rather large zone of brick red (pyritic capping) sericitic and argillic andesite porphyry which goes under Qal to the southwest. outer annular topographic feature is less distinct and is in part formed by the contact of altered rock and Qal in the southwest Surrounding this outer concentric feature are irregular pyritic (limonite after) alteration features. Their irregular shape is perhaps controlled by fault blocks the pattern being made more complex on the color air photos by patches of alluvium. Outer pyritic breccia pipes are included in this area which exceeds 7,000 feet in a northeast direction by 5,000 feet or more at right angles to that direction.

I annotated several structural features on the overlay also. Faults - primarily stream allignments are in blue. The only one of these we had time to look at in the field was the most northwesterly long fault. This was alligned along a white quartz vein-fault with associated phyllic alteration with pyritic limonite +/- 10 feet wide. Bleached or orangish linear color anomalies are orange while vegetation allignments are green. It is obvious there is a strong northeast component to both the elliptical alteration zone as well as the fracture (fault- vein-vegetation allignments) zones.

I picked up a fragment of live limonite from the hackberry tree location and looked at it under the binocular microscope. I feel there is chalcopyrite boxwork as well as limonite after chalcocite in this specimen. I believe diamond drilling through this outcrop will show plus 0.5% copper in the chalcocite zone. I have shown this proposed hole location on my colored overlay with a red x, while ASARCO hole #1 is shown as a red dot. If this proposed hole is drilled at this location and no chalcocite if found then it will show there is some sort of odd geochemistery in the system yielding live limonite-like, but barren, leached capping. Of course intersection of chalcocite will prove most incouraging.

We know from the ASARCO hole # 1 about 500 feet north that all the characteristic porphyry copper alteration minerals are present at depth, but this hole did not hit sediments, instead remaining in varigated textures of porphyry to the bottom at 4,000 feet. If chalcocite should be intersected in shallow drilling it would be encouraging that replacement copper would be found along the Paleozoic limestone - igneous contact at depth.

John Guilbert has the coordinate locations from his GPS unit for the proposed drill hole. I also marked it with an orange 4 foot lath and red flagging. It is just above Robbers Roost wash about 500 feet south of the ASARCO hole # 1 and accessible from that road with just a small additional amount of site preparation.

Hope you find this useful

Very truly yours;

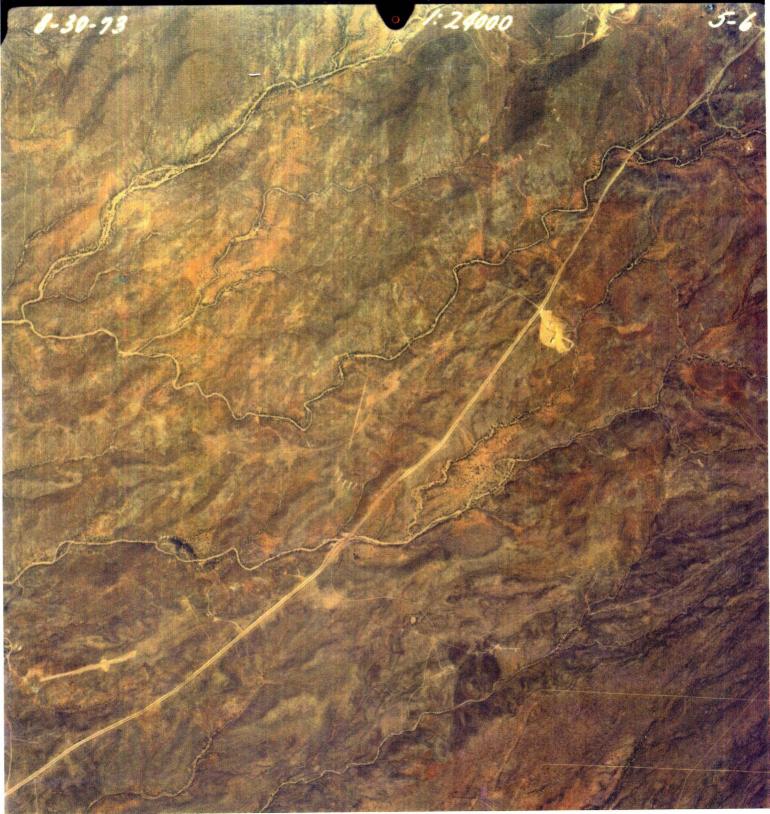
James A. Briscoe

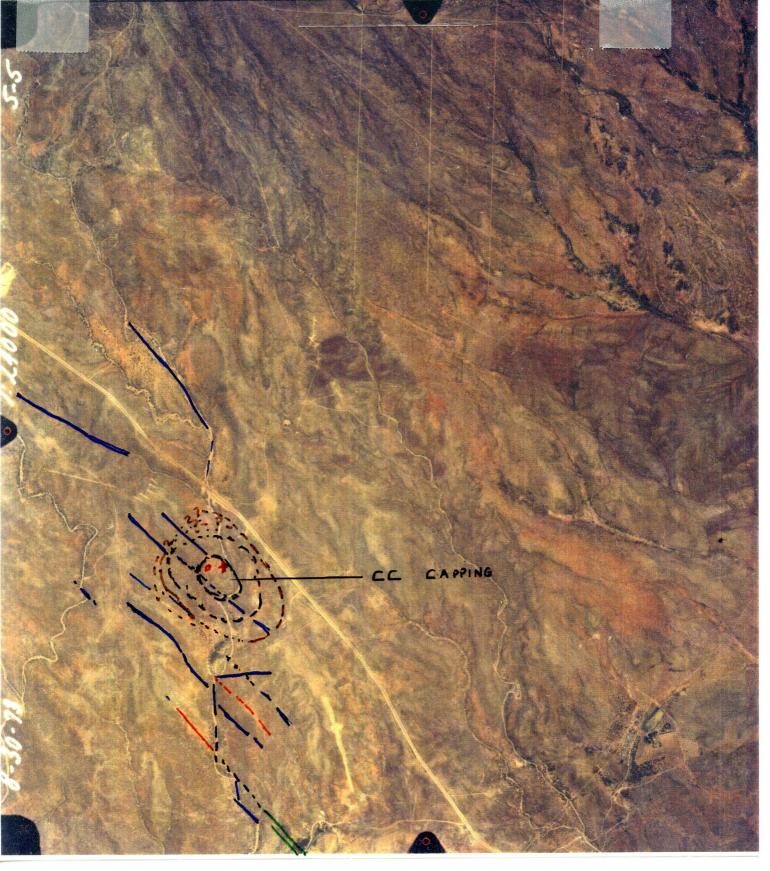
JN09/26/94 w/ 3 color photos and one overlay

cc to: J. Guilbert, Excellon

A. D. MacKenzie, Excellon

R. Schafer, BHP







POUR TOUT ENVOI INTERNATIONAL FOR ALL INTERNATIONAL SHIPMENTS PACKAGE TRACKING NUMBER Les envois peuvent être soumis aux droits de douane et taxes du pays de destination Shipments May Be Subject To Duties And Taxes At Destination de l'envoi Date of Shipment de compte Federal Express de l'expéditeur N° de téléphone (Très important) Sender's Federal Express Account Number Phone Number (Very Important): Nom de L'Expediteur/FROM (Your Name) Please Print: Nom du destinataire Ecrivez en lettres d'imprimerie. TO (Recipient's Name) Please Print N° de téléphone (Très Important Pour Garantir la Livraison) Phone Number (Very Important to Ensure Delivery): James A. Briscoe Nom de la Société/Company: MacKenzie Nom de la Société/Company: Service/Etage/Dept./Floor No.: Service/Etage/Dept./Floor No.: JABA, Inc. Adresse exacte/Exact Street Address Adresse exacte/Exact Street Address: 2100 N. Wilmot Rd., #218 Adresse exacte/Exact Street Address Ville/City: #200 Ville/City: Etat/Département/Province/State/Province: Etat/Département/Province/State/Province: Tucson, AZ Pays/Country: Pays/Country: Code postal/ZIP/Postal Code: Code postal/ZIP/Postal Code: USA Canada SERVICES/SERVICES Certaines options ne sont pas disponibles pour toutes les des INFORMATIONS SUR L'ENVOI/SHIPMENT INFORMATION **EUR/SHI** Cocher Une Case Seulement Check Only One Box No de paquets Pays de fabrication | Précisez la monnaie de la Valeur Declaree International Priority No. of pkgs. Specify Currency of Declared Value: Valeur totale déclarée pour le transport Total Declared Value for Carriage Valeur totale déclarée pour la douane Total Declared Value for Customs DESCRIPTION/DESCRIPTION EXPEDIT EMBALLAGE/PACKAGING Cochez une case./Must check one box. Description complète du contenu/Classement tarifaire/"Harmonized code"/Complete Description of Contents/Harmonized Code: **FEDEX Letter/** Autre emballage Envelope Other Packaging Business documents INSTRUCTIONS POUR LA LIVRAISON/ Retenir et aviser le destinaire 11 **MANUTENTION** Hold for Pick-up **DELIVERY/HANDLING** DESCRIPTION/DESCRIPTION N° d'identification pour la douane (ex : I.N./V.A.T./E.I.N., ou selon les règlements locaux)/ Sélection du courtier en douane Identification Number for Customs purposes (e.g., I.N./V.A.T./E.I.N., or as locally required): Livrer les jours ouvrables Livrer le samedi **Broker Selection Deliver Saturday Deliver Weekday** (Remplir ci-dessus/Fill in Below Nom du courtier en douane/Broker Name SENDER'S SIGNATURE En nous remettant votre envoi, vous acceptez les conditions figurant au dos de la présente Lettre de Transport Aérien Non-Négociable. Certains traités internationaux, y compris la Convention de Varsovie, peuvent s'appliquer à cet envoi et limite notre responsabilité pour tout dommage, perte ou retard, comme précisé dans les Conditions du Contrat. By giving us your shipment, you agree to the conditions on the back of this Non-Négotiable Air Waybill. Certain international treaties, including the Wârsaw Convention, may apply to this shipment and limit our lability for damage, loss or delay, as described in the Conditions of Contract. Certaines options ne sont pas disponibles Ville/Pays/City/Country pour toutes les destinations./Not all options vailable to all destinations. our teaming for Garriage, risps of Georgia sequence of the Commodities and order of Garriage and Commodities (Garriage and Commodities Increase by U.S. for glittenine destination must be installed or a separate Shipper's Export Declaration. Under U.S. and, diversion to another destination is prohibited. Cell or est pas use understand to effect of the Commodities (Garriage and Commodities) and the Commodities (Garriage and Co MARCHANDISES DANGEREUSES/DANGEROUS GOODS Cet envol contient-il des marchandises dangereuses? Non 4 Qui (As per attached Carbonique Does this shipment contain dangerous goods? Von 4 Dry Ice Dry Ice SIGNATURE DE L'EXPÉDITEUR REQUISE SENDER'S SIGNATURE Required __ lbs. CA ___ Cargo Aircraft Only FRAIS DE TRANSPORT/TRANSPORTATION CHARGES DROITS DE DOUANE ET TAXES/DUTIES AND TAXES Envoi VOL Poids facturé Volume total lb/lbs ka/kas USE ONLY DIM Chargeable Wt Facturer l'expéditeur 4 Facturer l'expéditeur Bill Sender Carte de crédit Credit Card Shipment soumis aux droits de douane et taxes du CI Attached SED Attached CO Attached Pacturer le destinataire 5 Argent liquide/Chèque Cash/Check Facturer le destinataire pays de destination. Shipments may be Frais de base Valeur déclarée Hors cueillete/ subject to duties and taxes at destination. Facturer une tierce partie Réception/Received At 3 Facturer une tierce partie/Bill 3rd Party Base Charges Dec. Val. Chra hors livraison ODA/OPA Bill 3rd Party Arrêt régulier 3 Boîte á colis Regular Stop Box 3002-1672-2 3002-1672-2 4 Service Center Nº d'employé Fedex Nº d'employé du vérif. FEC Emp. #_ Audit Emp. # RECEIVED ABOVE SHIPMENT IN GOOD ORDER AND CONDITION. WE AGREE TO PAY ALL CHARGES INCLUDING CUSTOMS DUTIES Non Negotiable International Air Waybill Del. Courier Emp. # Date M D Y AND TAXES AS APPLICABLE AND TO THE CONDITIONS OF CONTRACT AS STATED ON THE REVERSE SIDE OF THE CONSIGNEE COPY. © 1991-1992 Federal Express Corp. WCSL 1292 RECIPIENT'S SIGNATURE X

CONDITIONS DU CONTRAT

DEFINITIONS. Sur la présente Lettre de Transport aérien, "nous" et "nôtre" désignent Federal Express Corpors ses filiales et succursales ainsi que leurs employés, agents et entreprerieurs indépendants respectifs. "Vous" et "vidésignent l'expéditeur, ses employés, commettants et agents. Si votre envoi est issu d'un endroit situé hors des Eta-Unis, votre contrat de transport est conclu avec la filiale, succursale ou entrepreneur indépendant de Federal Expreavant initialement accepté l'envoi de votre part.

"Colis" désigne tout conteneur ou enveloppe que nous acceptons pour la livraison, y compris tout article que vous nous présentez et qui utilise nos systèmes automatisés, appareils de mesure, manifestes ou lettres de transport. "Envoi" désigne tous les colis qui nous sont présentés et que nous acceptons de faire figurer sur une seule Lettre de Transport Aérien.

ACCORD SUR LES CONDITIONS. En nous faisant parvenir votre envoi, vous acceptez, que vous signiez ou non la première page de cette Lettre de Transport Aérien, en votre propre nom et en tant qu'agent, et au nom de toute autre personne ayant un intérêt dans cet envoi, toutes les conditions figurant sur la présente Lettre de Transport Aérien NON-NEGOCIABLE, dans tout tarif en vigueur et dans nos Conditions de Transport actuels, dont des copies sont disponibles sur demande, En cas de conflit entre cette Lettre de transport Aérien et le tarif, ou les Conditions de Transport, le Tarif prévaudra (les Conditions de Transport n'auront, qu'une priorité secondaire). En outre, la version anglaise de la présente Lettre de Transport Aérien prévaudra sur toute traduction. Nul n'est autorisé à changer ou modifier les conditions de notre accord. La présente Lettre de Transport Aérien créera des droits et obligations entre nous lorsque l'envoi sera accepté; nous pourrons estampiller cette Lettre de Transport Aérien par un numéro d'employé faisant office de signature de notre part.

VOS OBLIGATIONS. Vous garantissez que chaque article faisant partie de l'envoi est correctement décrit sur la présente Lettre de Transport Aérien, que nous pouvons accepter de le transporter, et que l'envoi est correctement estampillé, adressé et emballé en vue de garantir son transport en toute sécurité, dans des conditions de manutention normales.

NOTIFICATION CONCERNANT LES LIMITES DE RESPONSABILITES. Notification de Transport Aérien. Si votre envoi par avion doit être acheminé vers une destination finale ou une escale située hors du pays d'origine, la Convention de Varsovie, traité international relatif au transport international par avion, peut s'appliquer, qui prévaudrait alors et qui dans la plupart des cas, limiterait notre responsabilité pour la perte, le retard ou l'endommagement de votre envoi. A moins que vous ne déclariez une valeur de transport supérieure, notre responsabilité qu'elle soit ou non régie par la Convention de Varsovie, est limitée à 250 Francs ("Francs-Or-Poincaré") par kilo ou à 16.67 Droits de Tirage Spéciaux par kilo (environ 130 FF par kilo en France, 830 BF par kilo en Belgique et 37 CHF par kilo en Suisse et _____\$ par kilo au Canada). Il n'existe aucune escale convenue lors de la remise de cêt envoi, et nous nous réservons le droit d'achem-iner l'envoi par tout titnéraire que nous jugeons approprié.

Notification de Transport Terrestre. Les envois transportés partiellement ou uniquement par voie terrestre – que ce soit par accord explicite ou non –, à partir ou vers un pays qui adhère à la Convention sur le Contrat de Transport International de Marchandises par Voie Terrestre ("CMVT") sont soumis aux modalités de la CMVT, nonobstant toute disposition contraire du présent Contrat, à l'exception des limites de responsabilité plus élevées énoncées dans les présentes conditions qui resteront applicables et non celles de la CMTV.

Valeur Déclarée de Transport Supplémentaire. Nous ne fournissons pas d'assurance responsabilité de cargaison ou d'assurance tous risques, mais il vous est possible de payer une somme supplémentaire en cas de valeur déclarée supplémentaire. Nous appeler ou se référer à nos feuilles de tarifs applicables à l'époque de l'envoi pour obtenir des explications sur cette somme supplémentaire. Si vous déclarez une valeur de transport supérieure et payez ladite somme supplémentaire, notre responsabilité maximum sera égale à votre valeur déclarée de transport ou vos dommages réels, suivant la somme qui sera la plus basse.

Limites de Valeur Déclarée. Nous n'autorisons qu'une valeur déclarée limitée pour une Lettre/Enveloppe FedEx et les envois FedEx Pak. Pour les autres envois, notamment les envois d'articles de très grande valeur, y compris sans que ceci soit limitatif les bijoux, ceuvres d'art, antiquités, métaux précleux, peaux et fourrures, la valeur est limitée et dépend du contenu et de la destination de l'Envoi. Nous appeler ou se référer à nos feuilles de tarifs applicables à l'époque de l'envoi pour obtenir des explications sur ces limites de valeur déclarée.

Si vous envoyez plus d'un colis sur la Lettre de Transport Aérien, la valeur déclarée de transport pour chaque colis sera déterminée en divisant la valeur déclarée de transport totale par le nombre de colis dans l'envoi.

LES ENVOIS CONTENANT DES ARTICLES DE TRES GRANDE VALEUR, Y COMPRIS SANS QUE CECI SOIT LIMITAIR. LES BIJOUX, OEUVRES D'ART, ANTIQUITES, METAUX PRECIEUX, PEAUX ET FOURRIURES, SONT LIMITES.
A UNE VALEUR DECLAREE DE TRANSPORT MAXIMUM DE: POUR LA FRANCE __ FF OU 130 FF PAR KILO, POUR LA BELGIQUE __ BF OU 830 BF PAR KILO ET POUR LA SUISSE __ CHF OU 37 CHF PAR KILO, SUIVANT LA SOMME QUI EST LA PLUS ELEVEE. L'IMPORTATION DE CES ARTICLES PEUT ETRE TOTALEMENT INTERDITE PAR CERTAINS PAYS.

RESPONSABILITES EXCLUES. DANS TOUS LES CAS, NOUS NE SERONS PAS RESPONSABLES DE TOUS DOM-MAGES, DIRECTS, FORTUITS, SPECIAUX OU INDIRECTS, SUPERIEURS A LA VALEUR DECLAREE DE TRANS-PORT (Y COMPRIS MAIS SANS QUE CECI SOIT LIMITATIF, PERTE DE REVENU OU DE BENEFICES), QUE NOUS AYIONS OU NON CONNAISSANCE DE L'EVENTUALITE D'UN TEL DOMMAGE, SAUF EN CAS DE DOMMAGES RESULTANT D'UNE NEGLIGENCE DELIBEREE OU D'UNE FAUTE LOURDE DE NOTRE PART. Nous ne serons pas responsables de vos actes ou omissions, y compris mais sans que ceci soit limitatif, de toute déclaration de cargaison inexacte, d'emballage, de protection, d'estampillage ou d'indication d'adresse inadéquats ou insuffisants, ou des actes ou omissions du destinataire ou de toute personne ayant un intérêt dans l'envol. Par aillieurs, nous ne serons

pas responsables si vous ou le destinataire manquait à toute condition de notre accord. Nous ne serons par sables des dommages causés aux envois d'espèces, de devises ou d'autres articles prohibés.

Nous ne serons pas responsables de la perte, du dommage ou du retard occasionné par des événements indépa de notre volonté, y compris mais sans que ceci soit limitatif, en cas de force majeure, dangers aériens, conditions météorologiques, retards techniques, actes d'ennemis publics, guerres, grèves, agitation civile, ou actes ou omissions des autorités publiques (y compris les agents des douanes et de la santé) ayant l'autorité réelle ou apparente.

INEXISTENCE DE GARANTIE. Nous n'offrons aucune garantie, expresse ou tacite.

RECLAMATION POUR PERTE, DOMMAGE OU RETARD. TOUTES LES RECLAMATIONS DOIVENT NOUS PAR-VENIR DANS UN DELAI DE 21 JOURS SUIVANT LA LIVRAISON DE L'ENVOI, A DEFAUT DE QUOI AUCUNE ACTION EN DOMMAGES-INTERETS NE POURRA ETRE INTENTEE. Toutes les réclamations pour perte, non-livraison ou mauvaise livraison doivent nous parvenir dans un délai de 90 jours suivant notre acceptation de l'envoi. Le réclamant ne pourra plus réclamer de dommages-intérêts à la société si aucune poursuite n'est engagée dans un délai de deux ans à compter de la date de livraison de l'envoi ou à compter de la date à laquelle l'envoi aurait dû être livré.

Dans un délai de 30 jours après notification de la réclamation à nos services, nous devrons recevoir toutes les informations nécessaires à l'examen de la réclamation. Nous ne sommes pas obligés d'y remédier tant que tous les frais de transport n'ont pas été payés; le montant de la réclamation ne peut pas être déduit de ces frais.

Si le destinataire accepte votre envoi sans noter l'existence d'un dommage sur le bordereau de livraison, nous considèrerons que l'envoi a été remis en bon état. Afin de nous permettre de traiter les réclamations pour dommage, les cartons et remballages d'expédition d'origine doivent être conservés pour nous permettre de les examiner.

DROIT D'INSPECTION. Votre envoi peut, à notre discrétion ou à la demande des autorités gouvernementales, être ouvert et vérifié par nous ou lesdites autorités à tous moments.

RESPONSABILITE DE PAIEMENT. Même dans le cas où vous nous donneriez des instructions de paiement différentes, vous serez toujours au premier littre responsable de tous frais, y compris les frais de transport et les éventuels droits ou taxes supplémentaires, et de tous droits et taxations douaniers y compris de notre paiement d'avance desdits droits, des pénalités et amendes gouvernementales, des taxes, ainsi que de nos honoraires d'avocat et frais légaux relatifs à cet envoi. Vous serez également responsable de tous les coûts que nous pourrions encourir pour le retour de votre envoi à vos locaux ou son entreposage en attendant tout arrangement.

DEDOUANEMENT. En nous remettant cet envoi, vous nous désignez comme votre agent uniquement à l'effet du dédouanement, et attestez que nous sommes le consignataire dans le but de nommer un agent en douane qui effectuera le dédouanement (à moins que vous ne précisiez un agent en douane en particulier sur la première page de cette Lettre de Transport Aérien). Dans quelques cas, les autorités locales peuvent exiger des documents supplémentaires confirmant cette désignation. Vous avez la responsabilité de fournir les documents et la confirmation nécessaires, le cas échéant.

Vous êtes responsable et garant du respect de toutes lois, règles et règlementations en vigueur, y compris mais sans que ceci soit limitatif, les lois douanières, les lois sur l'importation ou l'exportation et la règlementation du pays de destination, d'origine, de passage ou de survol de votre envol. Vous acceptez de fournir les informations et de compléter et de joindre à la présente Lettre de Transport Aérien les documents nécessaires au respect desdits lois, règles et règlements. Nous n'assumons aucune responsabilité envers vous ou quiconque pour toute perte ou dépense due au non-respect de votre part de la présente disposition.

LETTRE D'INSTRUCTION. Si vous ne complétez pas tous les documents requis pour le transport, ou si les documents présentés par vous ne sont pas les documents qui conviennent aux services ou à la destination demandés, vous nous chargez, là où la loi le permet, de compléter, corriger ou remplacer les documents à votre place et à vos frais. Toutefois, nous n'y sommes pas obligés. Si un formulaire de remplacement de lettre de transport aérien est requis pour la livraison de votre envoi, et que nous remplissons ce document, les termes de la présente Lettre de Transport Aérien continueront à prévaloir. Nous ne sommes pas responsables envers vous ou quiconque des actions que nous menons pour votre compte en vertu de la présente disposition.

ARTICLES NON TRANSPORTABLES. Nous n'acceptons pas de transporter de l'argent (pièces, effets de commerce équivalents à des espèces tels que des titres et obligations endossés). NOUS EXCLUONS TOUTE RESPONSABILITE CONCERNANT L'ENVOI DE TELS ARTICLES ACCEPTES PAR ERREUR. Nous pouvons accepter de ne transporter d'autres articles que vers des destinations spécifiques ou sous certaines conditions. Nous nous réservons le droit de refuser des colis en vertu de ces restrictions ou pour des raisons de sécurité. Pour plus de détails, vous pouvez consulter nos Conditions de Transport ou tout tarif en vigueur.

LOI OBLIGATOIRE. Dans la mesure où l'une des dispositions contenues ou indiquées dans la présente Lettre de Transport Aérien est contraire à tout traité international, loi, règlementation ou ordonnance ou exigence gouvernementale en vigueur, ladite disposition restera applicable en tant que partie de notre accord tant que celle-ci n'est pas rendue caduque. L'invalidité ou le caractère nonexécutoire de toute disposition n'affectera aucune autre partie de la présente Lettre de Transport Aérien.

PART #137789/137790 REV. 8/92 FEDERAL EXPRESS CORPORATION, siège social P.O. Box 727, Memphis, TN 38194

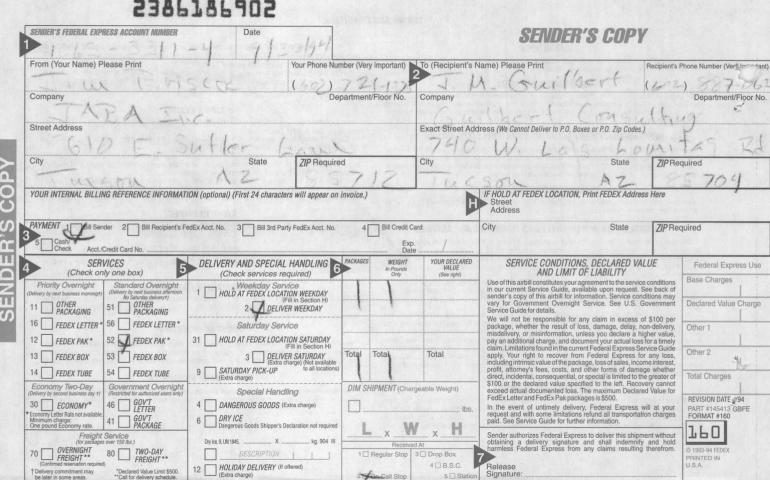


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TERMS AND CONDITIONS

SOPUBLIBBES

DEFINITIONS

On this Airbill, we, our and us refer to Federal Express Corporation, its employees and agents. You and your refer to the sender, its employees and agents.

AGREEMENT TO TERMS

By giving us your package to deliver, you agree to all the terms of this Airbill and in our current. Service Guide, which is available upon request. If there is a conflict between the current Service Guide and this Airbill, the Service Guide will control. No one is authorized to after or modify the terms of our Agreement.

RESPONSIBILITY FOR PACKAGING AND COMPLETING AIRBILL

You are responsible for adequately packaging your goods and for properly filling out this Airbill. Omission of the number of packages and weight per package from this Airbill will result in a billing based on our best estimate of the number of packages received from you and an estimated "default" weight per package, as determined and periodically adjusted by us.

AIR TRANSPORTATION TAX INCLUDED

Our basic rate includes a federal tax required by Internal Revenue Code Section 4271 on the air transportation portion of this service.

LIMITATIONS ON OUR LIABILITY AND LIABILITIES NOT ASSUMED

Our liability for loss or damage to your package is limited to your actual damages or \$100, whichever is less, unless you pay for and declare a higher authorized value. We do not provide cargo liability insurance, but you may pay an additional charge for each additional \$100 of declared value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your package.

In any event we will not be liable for any damages, whether direct, incidental, special or consequential in excess of the declared value of a shipment, whether or not Federal Express had knowledge that such damages might be incurred including, but not limited to, loss of income or

We won't be liable for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking or addressing, or for the acts or omissions of the recipient or anyone else with an interest in the package. Also, we won't be liable, if you or the recipient violates any of the terms of our Agreement. We won't be liable for loss of or damage to shipments of prohibited items.

We won't be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

DECLARED VALUE LIMITS

The highest declared value we allow for FedEx Letter and FedEx Pak shipments is \$500. For other shipments, the highest declared value we allow is \$50,000 unless your package contains items of "extraordinary value" in which case the highest declared value we allow is \$500. Items of "extraordinary value" include artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our current Service Guide.

If you send more than one package on this Airbill, you may fill in the total declared value for all packages, not to exceed the \$100, \$500 or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.)

If more than one package is shipped on this Airbill, our liability for loss or damage will be limited to the actual value of the package(s) lost or damaged (not to exceed the lesser of the total declared value or the per package limits described above). You have the responsibility of proving the actual loss or damage.

FILING A CLAIM

ALL CLAIMS MUST BE MADE BY YOU IN WRITING. You must notify us of your claim within strict time limits. See current Service Guide.

We'll consider your claim filed if you call and notify our Customer Service Department at 800-238-5355 and notify us in writing as soon as possible.

Within 90 days after you notify us of your claim, you must send us all relevant information about it. We are not obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume that the package was delivered in good condition. In order for us to process your claim, you must, to the extent possible, make the original shipping cartons and packing available for inspection.

RIGHT TO INSPECT

We may, at our option, open and inspect your packages prior to or after you give them to us to deliver.

NO C.O.D. SERVICES

NO C.O.D. SERVICES ON THIS AIRBILL. If C.O.D Service is required, please use a Federal Express C.O.D. airbill for this purpose.

RESPONSIBILITY FOR PAYMENT

Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we may incur in either returning your package to you or warehousing it pending disposition.

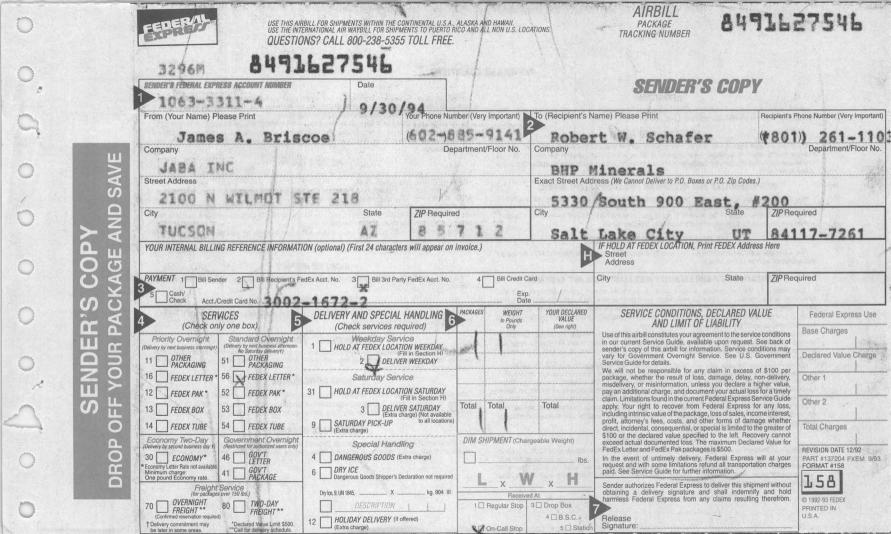
RIGHT OF REJECTION

We reserve the right to reject a shipment at any time, when such shipment would be likely to cause damage or delay to other shipments, equipment or personnel, or if the transportation of which is prohibited by law or is in violation of any rules contained in this Airbill or our current Service Guide.

MONEY-BACK GUARANTEE

In the event of untimely delivery, Federal Express will at your request and with some limitations, refund or credit all transportation charges. See current Service Guide for further information.

Part # 145412/145413 Rev. 4/94



TERMS AND CONDITIONS

DEFINITIONS

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DECLARED VALUE LIMITS

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If you send more than one package on this Airbill, you may fill in the total declared value for all packages, not to exceed the \$100, \$500 or \$25,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$125,000.)

If more than one package is shipped on this Airbill, our liability for loss or damage will be limited to the actual value of the package(s) lost or damaged (not to exceed the lesser of the total declared value or the per package limits described above). You have the responsibility of proving the actual loss or damage.

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Part # 137204/137205 Rev. 12/92

JOHN M. GUILBERT

740 West Las Lomitas Road Tucson, Arizona 85704–2706

602-887-0628 phone 602-887-3834 fax Department of Geosciences University of Arizona Tucson, Arizona 85721

602-621-2509 phone 602-621-2672 fax

September 27, 1994

Memo to: Douglas MacKenzie, Jim Briscoe, Excellon

Dave Spatz, Jim Nelson, BHP

From: John Guilbert

Re: Brief notes on Robber's Roost recon

Jim Briscoe and I spent last Friday, September 23, 1994, assessing the alteration-mineralization target area at Robber's Roost near Tombstone. The qualitative aspects of pervasively sericitized-pyritized leached capping near the breccia pipes has been a favored target for many moons, but the lateral extent and size of the zone has not been satisfactorily determined. We looped around the area establishing Magellan GPS waypoints on several boundary features and drill holes, and then traversed the area from Waypoint 4 at the tank on the road at the NNW side southeasterly across the wash to the outcrops along the Tombstone-Charleston road, thence southwesterly and back northwesterly along the SW side. My last two field waypoints were at either end of the long trench on the west side of the prospect area.

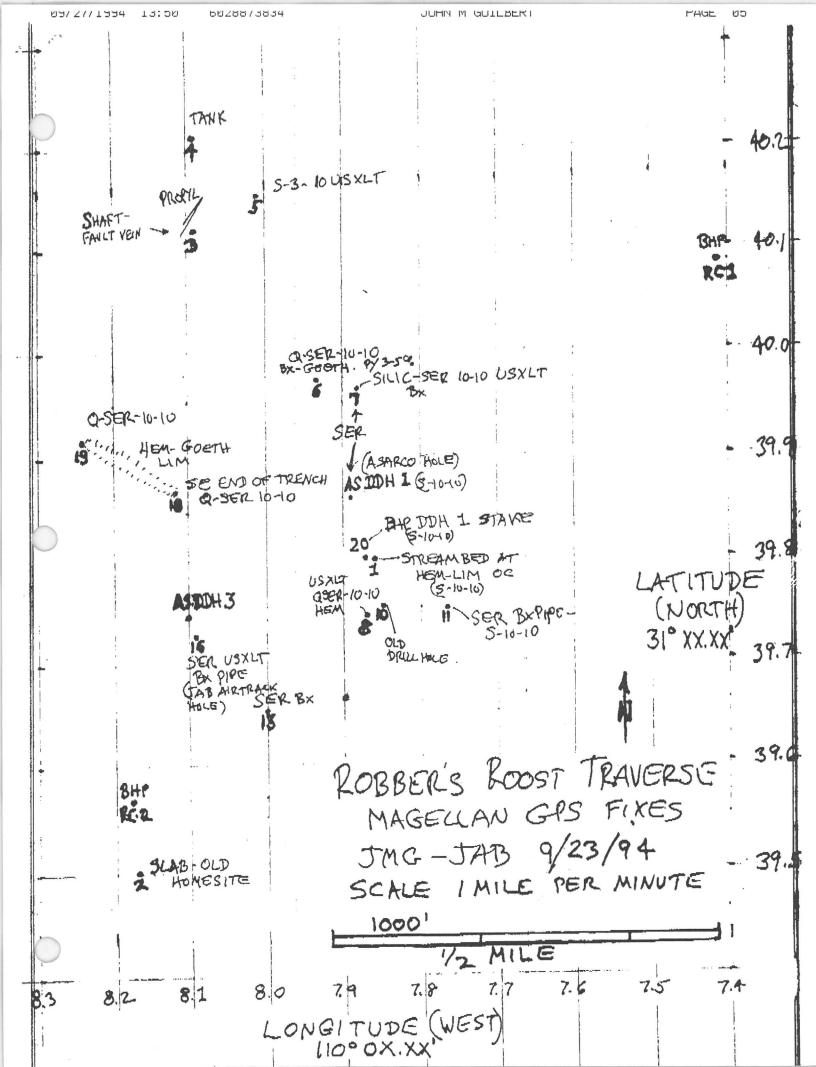
We encountered propylitization outboard from incipient phyllic at waypoints 3 and 5 on the northwest side, but extensive and sericitization-silicification picked up immediately between 5 and 6. The difference in my sidenotes between "QSer" and "S" ("S" stands for "phyllic") is the amount of pyrite. I use "S" where pyrite is > 5% and the assemblage is truly phyllic, "QSer" where pyrite is low to nil. So pyrite distribution IS a bit erratic and generally at less than desired levels. But the rocks along the Tombstone-Charleston road are all QSer- or S-10-10 and very propitious, appearing to run even farther SE. Waypoints 13 and 16 are in sericitized USXLt on the SW, and the trench is in QSer-10-10 with variable pyrite for its entire length, with some pretty fair hematite-goethite limonites. So the propitiously altered area is more than a half-mile by a half mile (3000 by 3000 feet, a kilometer by a kilometer) across, an attractive areal extent. It may well extend farther, of course, closed off as it is only on the NW side.

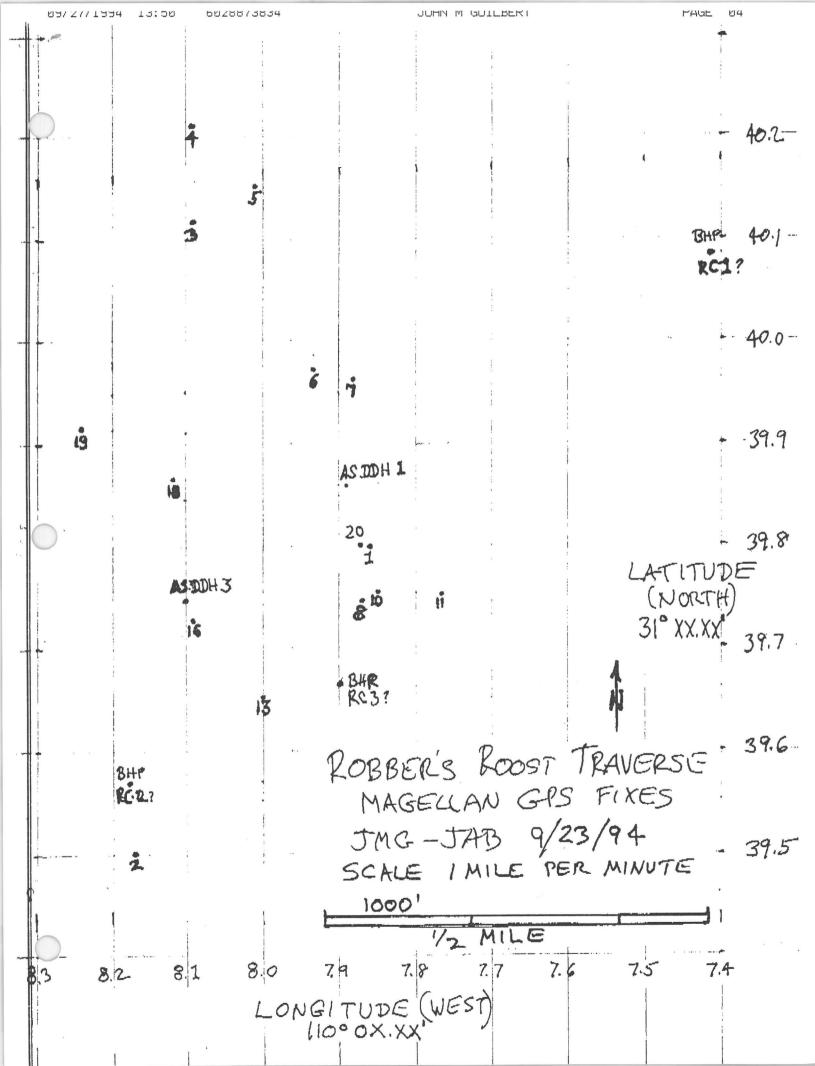
The Magellan performed beautifully, my first field experience with it. It was reading something over 12 satellites, as close as we were to Fort Huachuca. The points fit the photo postings pretty well -- I am running a series of readings in Tucson as I write this

e-mail Internet = GUILBERT@CCIT.ARIZONA.EDU Bitnet = GUILBERT@ARIZVMS.BITNET

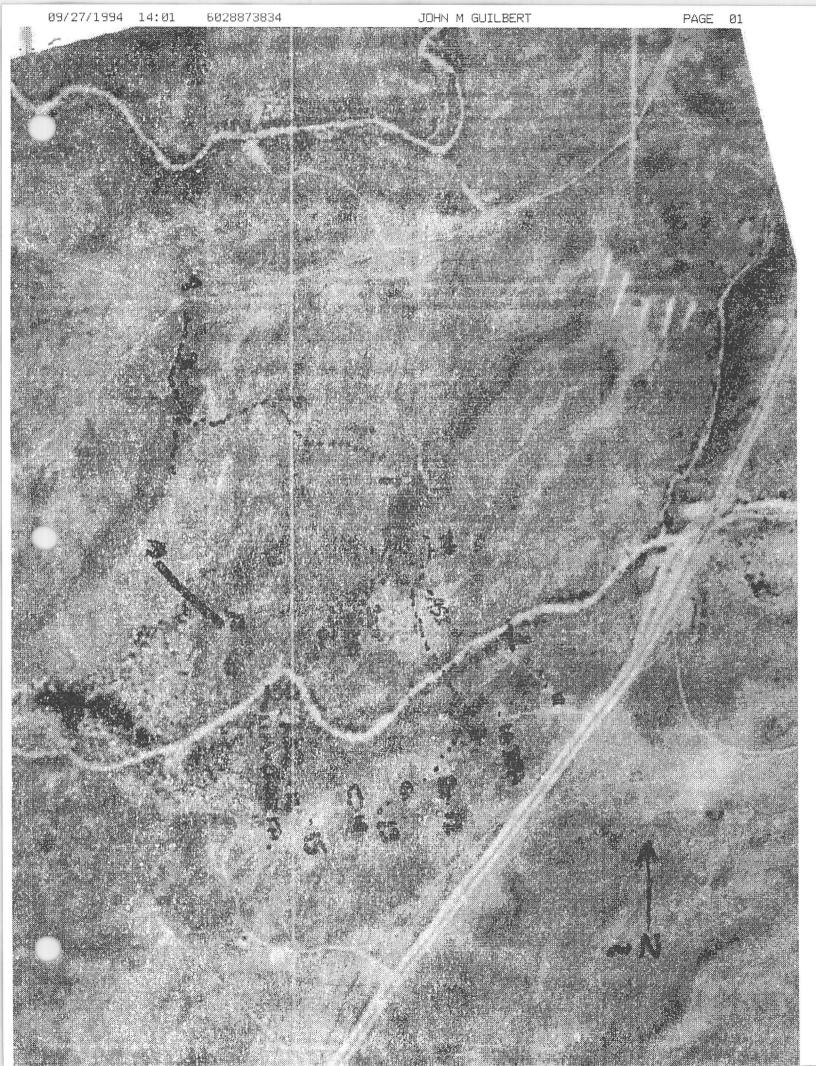
to establish the size of the 'variance circle'. But for example, I located Waypoint 1 in the wash downstream from the main breccia pipe beside our best outcrop where we parked, and then Waypoint 20 on the hill just NW of the wash where we would have the diamond drill hole collared. They 'fit' the photo sites perfectly when posted by coordinates.

So the trip was productive and successful. Whether or not the diamond drill hole is successful in terms of assays, I would intend to return and extend the map area to the limits of phyllic-style alteration at least, since we KNOW there's potassic down there in one of the ASARCO holes and we have to know the extent and form of the zonation. If the hole is not successful, I would not waiver from thinking that the prospect is a good one that demanded and may still demand drilling -- this recon proved that again. We may be too high in the system, or it may have been inherently low sulfur, but it needed to be drilled. I would urge that next decisions be made, regardless of the 'quality' of Hole 4, after the core is geologically logged and after such recon quantitative alteration mapping is done.





	LAT	LONG	ELEV
RR 2 RR 3 RR 4(TANK) RR 5 RR 6 RR 8	31,39.80N 39.50 40.12 40.21 40.05 39.97 39.96 39.74	110° 07.86 W 08.17 08.09 08.09 08.01 07.93 07.88	4214 4049 4257 3728 4123 5084 4146 4301
RR:10 RR:11 RR:13	39.75 39.75 39.65	67.85 07.77 08.00	4207 4241 4270
RR:16	39.72	08,09	4265
RR:18 RR:20	39.87 39.91 39.80	08.12	4148 4164 4158
RR. AS.1 RR. AS.3 RR. DAH.1 PR. DDH.2	39,86 39,74 40,09 39,57	07.89	4208 4467 4091 4197
QV CT 1 3	2° 18,46 N 0 58.56 W 2136'	7	A
WPT003 OOC START	39.66 39.72 40.01 Se	1.90 7.87 7.42	4097



ОСТ



October 7, 1994

Mr. A. Douglass MacKenzie President Excellon Resources Inc. Suite 200-20 Adelaide St.E. Toronto, On Canada M5C 2T6

Dear Douglas:

Re: News Release

I would suggest the following for the release, PP 2.

"These holes have defined an intense pyritic halo and have given a vector to what appears to be the copper center of the alteration zone. Additional drilling, done by diamond coring, will target this center. The present program will consist of several diamond drill holes that will be completed over the next several weeks."

Very truly yours;

mes A. Briscoe

ADM10/07/94



DRAFT

TO

EXCELLON RESOURCES INC. Suite #200 20 Adelaide Street East Toronto, Ontario M5C 2T6

MVP CAPITAL CORP. Suite #200 20 Adelaide Street East Toronto, Ontario M5C 2T6

JOINT PRESS ANNOUNCEMENT

OCTOBER 11, 1994

FOR IMMEDIATE RELEASE

Excellon Resources Inc. (EXN-VSE) and MVP Capital Corp. (MVP-TSE) are pleased to announce that BHP Minerals International Exploration Inc. (BHP) is continuing its drilling program on EXN/MVP's jointly owned Robber's Roost Project near Tombstone, Arizona.

BHP previously completed geophysical surveys which identified several anomalies. Subsequently three holes were drilled. These holes have defined a pyritic halo and have given a vector toward potential copper enrichment zones under leached-capping outcrops to what appears to be the copper center of the alteration zone. Additional drilling, done by diamond coring, will target these zones. The present program will consist of an additional three diamond drill holes that will be completed over the next several weeks.

BHP has the right to earn up to a 70% interest in the Robber's Roost Project by spending up to U.S. \$3,600,000 over 6 years and providing KXN/MVP with a feasibility study. EXN/MVP would then each own a 15% interest in the Project.

On behalf of

On behalf of

EXCELLON RESOURCES INC.

MVP CAPITAL CORP.

A. Douglas MacKenzie President Excellon Resources Inc. (416) - 867-1100

Richard W. Brissenden President MVP Capital Corp. (416) - 867-1100

The Vancouver Stock Exchange has neither approved nor disapproved of the contents of this Joint Press Release.

DELIBERATIONS

FAX LEAD SHEET

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TO: John Gm	Mbert	TIME: 3:3	6 P.M	
FAX NO: 602 - 88	7-3834	DATE: Oct		
FROM: A.A. Mo	elange	RETURN FAX NO: 416-	867 - 1109	
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EXCELLON RESOURCES INC. Suite #200 20 Adelaide Street East Toronto, Ontario M5C 2T6 MVP CAPITAL CORP. Suite #200 20 Adelaide Street East Toronto, Ontario M5C 2T6

JOINT PRESS ANNOUNCEMENT

10

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BHP previously completed geological studies and geophysical surveys which identified a favourable setting and several anomalies. Subsequently three holes were drilled. These holes have defined a large pyritic halo providing a vector toward potential copper enrichment zones under leached-capping outcrops near the center of the alteration zone. Additional drilling, done by diamond coring, will target these zones. The present program will consist of an additional three diamond drill holes that will be completed over the next several weeks.

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On behalf of

EXCELLON RESOURCES INC.

A. Douglas MacKenzie

President

Excellon Resources Inc.

(416) - 867 - 1100

On behalf of

MVP CAPITAL CORP.

Richard W. Brissenden

President

MVP Capital Corp. (416) - 867-1100

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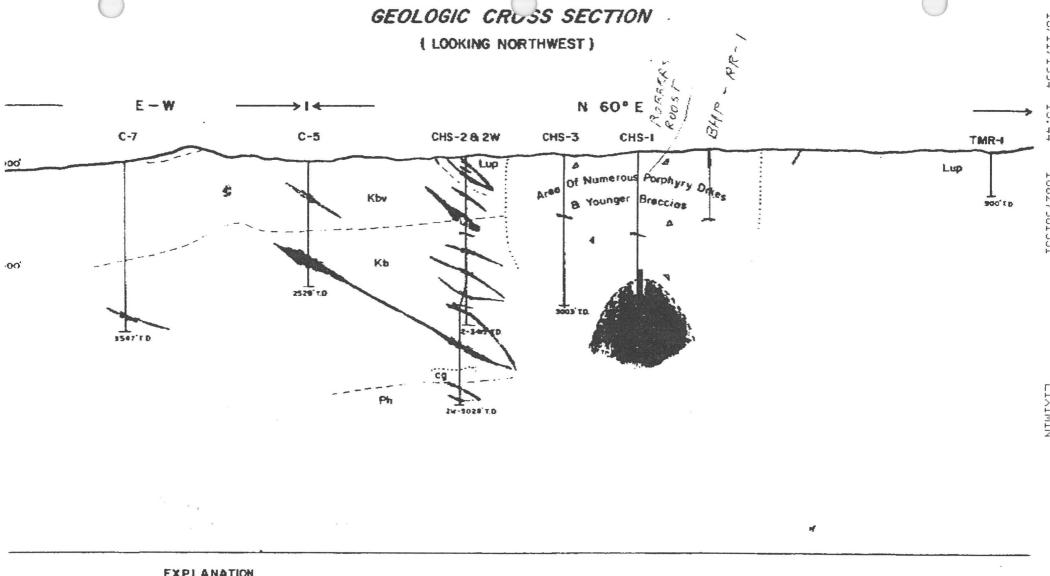
DELIBERATIONS

FAX LEAD SHEET

TO:	James A. Briscoe		
FAX NO:	# (602) - 298-6688	TIME:_	10:00 A.M.
	230-0088	DATE:	October 12th, 1994
FROM:	A. Douglas MacKenzie	RETURN FAX NO:	416-867 - 1109
REFERENCE:	Excellon Resources Inc./MVP Capital Announcement for your information an	Corp. Join	t Press

NUMBER OF PAGES INCLUDING LEAD SHEET: 2

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FAX 214-699-0655

CANCELLATION RESCINDED

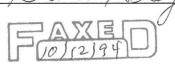
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EXCELLON RESOURCES, INC.			
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AGENT OR BROKER		MEMORANDUM COPY MAILED	то
BURNS AND WILCOX			
3344 E. CAMELBACK RD #101			
PHOENIX, AZ 85018	3		
OU ARE NOTIFIED that your		J.L.	
POLICY NO.	NOTICE OF CANCELLATION IS HE	REBY RESCINDED EFFECTIVE	
SDM1034 INSURANCE CO. SPHERE DR		AKE INSURANCE	DATE: 10/30/94
Policy remains in full force and effect as	written. Coverage, terms and condit	ions remain unchanged.	
Policy Reinstated to Expiration Date sho	wn thereon.		
RESCINDED INFORM		VAN WAGONER COMPA	ANIES INC. Z
- UNDERWRITING REASONS		By Sel Ven W	y and
		Authoriz	zed Representative
Co. Sxce	and fax transmittal memo 7671 # From Co. Phone # Fax #	of pages ▶ / 09/30	/94
Fax #	140."	/	





Signed

10/07/94

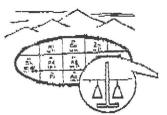


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10/13/84 08:38 FAX 16026226065

SKYLINE LABS

2001



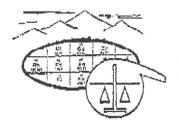
SKYLINE LABS, INC. 1775 W. Sahuaro Dr. * P.O. Box 50106 Tucson, Arizona 85703 TEL. (602) 622-4836 FAX: (602) 622-6065 REPORT OF ANALYSIS

> JOB NO. WIE 090 October 13, 1994 PROJECT NO. 3102 RR-DDH-1 (010-368) PAGE 1 OF 2

BHP MINERALS Attn: Mr. James B. Nelson 4541 E. Fort Lowell Rd., Ste 221 Tucson, AZ 85712

Copper Analysis of 36 Drill Core Samples, additional elements pending analysis.

ITEM	SAMPLE NUMBER	Cu (ppm)	
1 2 3 4 5	RR-DDH-1 010-020 RR-DDH-1 020-030 RR-DDH-1 030-040 RR-DDH-1 040-050 RR-DDH-1 050-060 RR-DDH-1 060-070 RR-DDH-1 070-080	165. 170. 230. 200. 180.	
8 9 10	RR-DDH-1 080-090 RR-DDH-1 090-100 RR-DDH-1 100-110	100. 75. 65.	1
11 12 13 14 15	RR-DDH-1 110-120 RR-DDH-1 120-130 RR-DDH-1 130-140 RR-DDH-1 140-150 RR-DDH-1 150-160	115. 115. 140.	1
16 17 18 19 20	RR-DDH-1 160-170 RR-DDH-1 170-180 RR-DDH-1 180-190 RR-DDH-1 190-200 RR-DDH-1 200-210	110. 90. 140. 110. 160.	:
21 22 23 24 25	RR-DDH-1 210-220 RR-DDH-1 220-230 RR-DDH-1 230-240 RR-DDH-1 240-250 RR-DDH-1 250-250	195. 105. 116. 100.	:



SKYLINE LABS, INC. 1775 W. Sahuaro Dr. * P.O. Box 50106 Tucson, Arizona 85703 TEL (602) 622-4836 FAX:(602) 622-6065

JOB NO. WIE October 13, 1994 PAGE 2 OF 2

ITEM	SAMPLE NUMBER	Cu (ppm)	, ;
26	RR-DDH-1 260-270	210.	
27	RR-DDH-1 270-280	130.	
28	RR-DDH-1 280-290	140.	×
29	RR-DDH-1 290-300	205.	
30	RR-DDH-1 300-310	190.	j.
31	RR-DDH-1 310-320	240.	
32	RR-DDH-1 320-330	205.	
33	RR-DDK-1 330-340	295.	
34	RR-DDH-1 340-350	345.	
35	RR-DDH-1 350-360	390.	
36	RR-DDH-1 360-368	460.	





JABA, Inc.

Office of James A. Briscoe 5610 E. Sutler Lane Tucson, AZ 85712 (602) 721-1375 (EAX) 298-6688

FAX COVER SHEET

Main Office 2100 N. Wilmot Rd., Suite #218 Tucson, AZ 85712 (602) 885-9141 (FAX) 721-2768

DATE: 10/15/94 THIS IS PAGE 1 OF 5 SENDER James A. Briscoe
TO ADM COMPANY Excellow
FAX #LOCATION (City/State)TO roufe)
COMMENTS Transausteal are assays to date
and my notes of an important felephone conversation w/ Dave
Sportz.
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JABA Inc.

PERSONAL CONTACT PROFILE

Gndr.:Dr.

User 7:

First:David Init:M Last:Spatz

Title:District Geologist Dear:Dave

Company:BHP Minerals

Address1:4541 E. Fort Lowell Rd., Suite 221 FAX Phone:323-1811

Address2: Home Phone:529-1885

City:Tucson Executive:James A. Briscoe State:AZ Zip:85712 Country:USA

User 14:

Code:Mining Co., Major Intnat. User 8:
Type:GeologistTerriHaagGirlFr User 9:

Type:GeologistTerriHaagGirIFr User 9:

ID Number: User 10:
Capital: User 11:
Deficit: User 12:
User 6: User 13:

--- Notes -

Friday 10/14/1994 12:06 PM JAB

Will assay RR for same suite as the other holes.

Friday 10/14/1994 11:11 AM JAB

Talked 1st w/ Mark the tech. who is collecting the core on RR DDH-1 They're @ 607' same rk, no more good looking stuff, drilling about 70 feet per 10 hr shift.

I then talked w/ Dave Spatz. He & Jim Nelson spent a long time reconsidering everything re: the project. They are still not particularly incouraged about the copper center we've called Robbers Roost - but are afraid that that this is the stage many companies walk -- and miss ore bodies. They want to drill in the covered area between the Charleston rd & the Harry Downey property - where the small prospect with the Por Cu alt in Bisbee Seds. and a 400+ ppm Mo anomaly is. I agree. This area looks very encouraging to me. Our (Excellon's) CSAMT and previous IP as well as the recent IP survey run by BHP suggests a sulfide responder in this area - very significant when coupled with the moly anomaly. Thus, they will keep the area for another year.

Dave still thinks there are unaltered volcanic flows in the circular area. I can't for the life of me figure out what he is referring to. There is propylitized Uncle Sam Tuff to the north, and late mineral andesite dikes that are poorly altered but no flows that I know about. Regardless, in their minds there is an impediment to positive thinking about the potential of the copper center for this reason plus the lack of cc. He & JN debated drilling my site vs another site ENE of leached capping east, outside of the inner "ring". I stated in my opinion they were stepping over a boundary that defined the more cupriferous center form the more pyritic next outer "ring". However, I stated that ASARCO hole #3 had gone into a "mixed andesite and sediment zone" at the bottom & I think missed replacement cpy by not drilling deeper. I suggested that they

age: 2

10/14/1994

Notes

Smight hit this contact zone with the sediments in this hole
clocation - but little chance of cc. He has given JN discretion
to make his own decision and he will not drill the location
proposed by JMG & I. However they will drill more next budget
year, particularly if they get encouragement - and in the
covered area E of the Charleston rd.

We also had a long discussion re: Jan Wilt & Stanley B. Keith who state at every opportunity that Tombstone is an alkalic porphyry system and cannot host an economic porphyry copper deposit. This belied by the fact that the drill holes by ASARCO and now BHP show quartz veins with py, cpy & mo as well as 2ndryKspar, purple anhydrite, magnetite, 2ndrybiotite and multitextural porphyries. The protore grade at depth is equivalent or better than Morenci's & Silver Bells. Both Dave & I concluded that it is indeed a porphyry Cu, regardless of Stan Keith & Jan Wilt.

More importantly we had a long conversation about mining depths and how deep is too deep. Unfortunately BHP has a bias against anything deeper than 1,500 feet even though Kalamazoo Az is being mined at about 5,000 feet, Inco is planning a mine that doesn't start until 3,500 feet, Magma is mining in the 5,000 foot range and the South African mines are much deeper.— 11,000 feet Regardless, though they vacillate, BHP may not be "psychologically" prepared to explore for a deep ore body.

Excellon Resources Inc. (RXN-VSE) and MVP Capital Corp. (MVP-TSE) are pleased to announce that BHP Minerals International Exploration Inc. (BHP) will make the U.S. \$25,000 option payment due on November 29, 1994 on EXN/MVP's jointly owned Robber's Roost Project near Tombstone, Arizona.

BHP has the right to earn up to a 70% interest in the Robber's Roost Project by spending up to U.S. \$3,600,000 over 6 years and providing EXN/MVP with a feasibility study. EXN/MVP would then each own a 15% interest in the Project. BHP has expended in excess of its required minimum expenditure amount of U.S. \$150,000 during the first year of the agreement and, in order to maintain the agreement in good standing, must have expended a total of U.S. \$400,000 by the end of the second year.

BHP previously completed geological studies and geophysical surveys which identified a favourable setting and several anomalies. Subsequently three holes were drilled. These holes have defined a large pyritic halo providing a vector toward potential copper enrichment zones under leached-capping outcrops near the center of the alteration zone. Additional drilling, done by diamond coring, will target these zones. The present program will consist of an additional three diamond drill holes. The first of these holes has now been completed and the

diamond drill holes. The first of these notes has now been completed and second hole has commenced. Pressurvary copper assays from the upper part of the first hole show no chalcocite blanket on behalf of butdshow increasing on behalf of No Resources Inc. copper values MVP CAPITAL CORP.

with depth.

A. Douglas MacKenzie President Excellon Resources Inc. (416) - 867-1100

Richard W. Brissenden President MVP Capital Corp. (416) - 867-1100

The Vancouver Stock Exchange has neither approved nor disapproved of the contents

of Pages FAX TRANSMITTAL FROM: J.A. BRISCOE TO: Richard JABA, INC. _ PHONE: (602) 721-1375 ___ FAX # (602) 298-6688 *2 COMMENTS

TOTAL P.02

EXCELLON RESOURCES INC. Suite #200 20 Adelaide Street East Toronto, Ontario M5C 2T6 MVP CAPITAL CORP.
Suite #200
20 Adelaide Street East
Toronto, Ontario
M5C 2T6

JOINT PRESS ANNOUNCEMENT

ΙU

OCTOBER 24, 1994

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TEW	☐ PJB		
☑ MSB	. 🗆	-	

FOR IMMEDIATE RELEASE

Excellon Resources Inc. (EXN-VSE) and MVP Capital Corp. (MVP-TSE) are pleased to announce that BHP Minerals International Exploration Inc. (BHP) will make the U.S. \$25,000 second option payment due on November 29, 1994 on EXN/MVP's jointly owned Robber's Roost Project near Tombstone, Arizona.

BHP has the right to earn up to a 70% interest in the Robber's Roost Project by spending up to U.S. \$3,600,000 over 6 years and providing EXN/MVP with a feasibility study. EXN/MVP would then each retain a 15% interest in the Project. BHP has spent more than its required minimum expenditure of U.S. \$150,000 during the first year of the agreement and, in order to maintain the agreement in good standing, must have expended a total of U.S. \$400,000 by the end of the second year.

BHP previously completed geological studies and geophysical surveys that identified a favourable setting and several anomalies. Subsequently three reverse circulation holes were drilled. These holes have defined a large pyritic halo providing a vector toward potential copper enrichment zones under leached-capping outcrops near the center of the alteration zone. Additional drilling, done by diamond coring, will target these zones. The present program will consist of an additional three diamond drill holes. The first of these holes has now been completed and the second hole is in progress.

On behalf of

EXCELLON RESOURCES INC.

A. Douglas MacKenzie

President

Excellon Resources Inc.

(416) - 867-1100

On behalf of

MVP CAPITAL CORP.

Richard W. Brissenden

President

MVP Capital Corp. (416) - 867-1100

eceived 10/24/94

REVIEWED J.A.B.

The Vancouver Stock Exchange has neither approved nor disapproved of the contents of this Joint Press Release.

HOLMER GOLD MINES LIMITED Suite #1507 80 Richmond Street West Toronto, Ontario M5H 2A4

(416) - 360-7773

PRESS RELEASE

OCTOBER 25, 1994

ASE SYMBOL: HGM

HOLMER EXPANDS CUBAN SILVER DEPOSIT

Holmer Gold Mines Limited is pleased to announce additional encouraging results from its exploration program on the Lomo Hierro silver deposit in Western Cuba. Holmer has a 50% interest in the project with the Cuban Government, through GeoMinera S.A., having the other 50%. Six more holes have been completed, three holes intersected one grade material and assays are pending on two of the holes. Additionally, one grade assays have been found by searching Cuban government archives on two holes previously drilled in the zone. In addition some trenching of the zone has been carried out.

The following table provides results of the most recent drilling (42, 43, 44 and 45). Also shown are values intersected in two old holes (P-6 and P-7) and results of earlier holes released in a Press Release dated. September 6, 1994. The holes have been drilled on 50 metre sections and 30 metres apart on each section.

	Width		<u>Silv</u>	Silver	
Drill Hole	metres	feet	gms/tonne	oz/ton	
P-27* (old hole) P-38* P-39* P-37* (fault zone?) P-40* P-42 P-48 P-44 P-45 P-46 P-47	8.50 8.75 8.55 1.10 3.90 8.75 No signific 8.70 14.00	27.88 28.70 28.04 3.60 12.79 28.70 ant values 28.54 45.92	309 143 374 181 184 110 507 454 Mineralization - A Mineralization - A	9.01 4.18 10.90 5.29 3.92 3.22 14.80 13.24 Assay pending 24.03	
P-6 (old hole) P-7 (old hole)	10.20	33.46	737	21.50	

*Previously announced results - September 6, 1994 Press Release

Trench	Widt metres	<u>feet</u>	Silve gms/tonne	oz/ton
1 (vertical sample) 2 (vertical sample) 3 (horizontal trench) 4 (horizontal trench) 5 (old pit wall)	8.00	26.21	466	13.59
	5.65	18.53	150	4.37
	6.00	19.69	2999	87.46
	4.00	13.12	66	1.92
	2.50	8.20	2208	64.40





TO

Fight drill holes and two vertical trenches, within the area of current drilling and containing economic mineralization, indicate a weighted average grade of 11 ozs/ton (377 gms/tonne) over an average thickness of 27.7 feet (8.44 metres). These intersections are contained within an area 650 feet by 460 feet (200 metres by 140 metres). A preliminary estimate indicates a probable reserve of 550,000 tons grading 11 ozs/ton within this area. Hole No. 7 (not included in the foregoing calculation) is located 650 feet (200 metres) to the southeast of the zone. A hole is planned halfway between the existing zone and hole No. 7, in an area containing a number of old shallow shafts, to test the southern extension of the zone. Old 7, in an area containing a number of old shallow shafts, to test the southern extension of the zone. Old Induced Polarization geophysical surveys show anomalies extending for 1 km from the drilled area. Induced Polarization geophysical surveys show anomalies extending for 1 km from the drilled area. Geochemical anomalies have also been located in this area. The deposit is tabular, flat-lying, and lies less than 75 feet from surface. It will be readily amenable to open pit mining.

Metallurgical bottle-roll tests completed to date indicate a silver recovery of 94% after 24 hours on material ground to -100 mesh. These preliminary test results indicate that this ore can be readily treated with excellent recoveries.

Elsewhere, after due diligence evaluation, the option on the Peruvian gold property was dropped.

FOR FURTHER INFORMATION PLEASE CONTACT:

K. Sethu Raman President (418) 360-7773

The Alberta Stock Exchange neither approves nor disapproves of the information contained herein.



DELIBERATIONS

FAX LEAD SHEET

TO: J. Green	TIME:
FAX NO:	DATE:
FROM: ADM	RETURN FAX NO: 416-867 - 1109
REFERENCE:	, '
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For ADM or RWB

JABA Inc.

PERSONAL CONTACT PROFILE

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User 6:

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Executive: James A. Briscoe

Country: USA

User 8:

User 9:

User 10:

User 11:

User 12:

User 13: User 14:

Notes

Monday 10/27/1994 2:30 PM JAB

Dave returned my call in response to ADM's call. Mark is on his way to Idaho to relieve Jim Nelson who is supervising a drill program up there. Dave will go down to Tombstone tomorrow to see what the geology is at the bottom of the hole which should be near 600 feet. If it isn't significantly encouraging, he will stop it at 600 feet.

He is pessimistic that BHP will want to drill for a deep target at Robbers Roost. He does want to drill the IP anomaly SE of Robbers Roost - between the Charleston Rd. and the high moly anomaly at the cattle tank prospect. They will try and get started on this by the first $p\delta$ May before it get real hot. Friday 10/21/1994 10:02 AM JAB

Will he supply us with a copy of the complete Bear Creek map of the Robbers Roost area? Yes, but Jim Nelson is in Idaho & he's got it & will have to wait till he gets back. OK time not

10/27/94 11:05 ga Just talked to J. Nelson (Spatzina meeting), appears hole ju wk to moderately pyritic. strongly
sericitized uncle same tust.

Sericitized uncle same tust.

Dave stopped it at 540 feet.

The will beg later this week. Its

NOV



TOMBSTONE AZ. ROBBERS ROUST AREA

SCALE 1" = 500 /



TOMBOTONE AZ ROBRERS REDST

1 " = 5601



TOMESTONE AZ ROBBERS RODST

ECALE I"= EDD!

