THIS AGREEMENT made as of the 5th day of Feburary, 2007.

B E T W E E N:

DENROY RESOURCES CORPORATION

(hereinafter called "Denroy")

OF THE FIRST PART

- and -

GOODSPRINGS DEVELOPMENT CORPORATION

(hereinafter called "Goodsprings")

OF THE SECOND PART

- and -

The Shareholders of Goodsprings as identified in Schedule "A" hereto

(hereinafter called the "Goodsprings Shareholders")

OF THE THIRD PART

WITNESSETH that in consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the parties hereto respectively covenant and agree as follows:

1.00 **DEFINED TERMS**

1.01 Where used herein or in any amendments hereto, the following terms shall have the following meanings respectively:

(a) "Closing", "Date of Closing" or "Time of Closing" each means time and date of the completion of the transaction of purchase and sale herein contemplated which will be eleven o'clock in the morning (Toronto time) on or before the 31st day of March, 2007 at the Place of Closing or such other time and date as the parties may agree in writing;

(b) "Denroy Advances" shall have the meaning as provided for in Part 4.0 hereof;

(c) "Denroy Deposit" shall have the meaning as provided for in Part 4.0 hereof;

(d) "Diamond Jim Project" means the mineral exploration project of Goodsprings in the State of Nevada consisting of the Diamond Jim Lease as described in Schedule D attached hereto.

(e) "Place of Closing" shall be the offices of Peterson Law Professional Corporation, Suite 2500, 120 Adelaide Street West, Toronto, Ontario, M5H 1T1; and

(f) "St. Elmo Project" means the mineral exploration project of Goodsprings in the State of Nevada consisting of the Happy Tracks Lease and the Goodsprings Claims as described in Schedule B attached hereto.

2.00 **SCHEDULES**

2.01 The following schedules attached hereto shall form part of this Agreement and are incorporated by reference herein:

Schedule A – Goodsprings Shareholder List
Schedule B – St. Elmo Project Description
Schedule C – Happy Tracks Lease
Schedule D – Diamond Jim Project Description
Schedule E – Diamond Jim Lease
Schedule F – Form of Desert Ventures Inc. Consulting Agreement
Schedule G – Form of Ken Brook Employment Agreement
Schedule H – Form of John Schaff Employment Agreement

3.00 **PURCHASE AND SALE OF GOODSPRINGS SHARES**

3.01 The Goodsprings Shareholders agree to:

(a) sell, assign and transfer to Denroy a total of ten thousand (10,000) issued common shares in the capital of Goodsprings (the "Goodsprings Shares"); and

(b) the completion of the other matters specified herein for the Goodsprings Shareholders,

in consideration for the following from Denroy:

(a) the payment of the Denroy Deposit to be made upon execution of this Agreement;

(b) the issuance by Denroy to the Goodsprings Shareholders on closing of that number of fully paid and non-assessable shares without par value in the capital of Denroy (the "Denroy Shares") which is equal to the lesser of the following:

A. twenty-four million and four hundred thousand (24,400,000) Denroy Shares; and

B. that number of Denroy Shares equal to 45% of the total issued and outstanding shares of Denroy as at Closing inclusive of the Denroy Shares being issued to the Goodsprings Shareholders; and

(d) the completion of the other matters specified herein for Denroy.

4.00 **DENROY DEPOSIT & ADVANCES**

4.02 In consideration for entering into this Agreement, Denroy has advanced a deposit of U.S. $50,000 (the "Denroy Deposit") to Goodsprings of which Goodsprings acknowledges receipt.

4.03 Goodsprings agrees to apply the proceeds of the Deposit to the payment of mining taxes and completion of assessment work with respect to the St. Elmo Project.

4.04 For greater certainty, the Denroy Deposit is not refundable under any circumstances.

4.05 In addition to the Denroy Deposit, Denroy has advanced the following funds to or on behalf of Goodsprings (the "Denroy Advances"), which sums Goodsprings acknowledges are due and payable on demand, and which amounts are being applied to fund:

Nature of Advance	Amount ($U.S.)
EDCON-PRJ [geological services]	20,026.70
EDCON-PRJ [geological services]	22,950.00
Advances to fund arm's length expenses	100,000.00
Advance to fund arm's length expenses	150,000.00
	$292,976.70

5.00 **REPRESENTATIONS AND WARRANTIES OF DENROY**

5.01 Denroy hereby covenants, represents and warrants to Goodsprings and the Goodsprings Shareholders that as of the date hereof and unless otherwise stated, as of the Closing:

(a) Denroy is a corporation duly organized and validly existing and in good standing under the laws of the Province of Ontario and has the power and authority to own its properties and interests and to conduct its business and is conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on, and is duly qualified, licensed or registered to carry on business and to own assets in all jurisdictions in which the business carried on and assets owned make such qualification, licensing or registration necessary.

(b) This Agreement has been duly authorized, executed and delivered on behalf of Denroy, and is a valid and binding obligation of Denroy, enforceable in accordance with its terms (subject to the qualification that the enforcement thereof may be limited by applicable law affecting the enforcement of creditors' rights and the availability of discretionary judicial remedies).

(c) The authorized capital of Denroy consists of an unlimited number of common shares, of which 912,845 common shares are, as of the date hereof, validly issued as fully paid and non-assessable.

(d) No person, firm or body corporate has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement (including convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription, or issuance of any of the unissued shares of Denroy, other than pursuant to private placement financings which are being completed in order to fund exploration on the St. Elmo Project and the Diamond Jim Project.

(e) As at the Time of Closing the Denroy Shares shall have been validly allotted and issued and shall be outstanding as fully paid and non-assessable shares in the capital of Denroy in compliance with applicable laws and the Goodsprings Shareholders will be the registered holders of such shares.

(f) Denroy is not a party to any agreement of guarantee, indemnification or assumption of the obligations of a third party, or other like commitment.

(g) Except as provided for herein, no shares of Denroy and no rights to purchase shares of Denroy will be issued from the date hereof until Closing without the consent of the Goodsprings Shareholders.

(h) There is no action, proceeding or investigation pending or, to the knowledge of Denroy and its officers and directors, threatened against or affecting Denroy, at law or in equity or before any federal, provincial, municipal or other government department, commission, board or agency, domestic or foreign, which may in any way materially adversely affect Denroy and the condition, financial or otherwise, of Denroy or which questions the validity of the issuance of the Denroy Shares or any action taken or to be taken by Denroy pursuant to or in connection with this Agreement, and no order suspending the sale or ceasing the trading of the shares of Denroy has been issued and, to the knowledge of Denroy or its officers and directors, no proceedings for these purposes have been instituted or threatened.

(i) Denroy is up to date in all its corporate filings and Denroy is a reporting issuer in good standing under the *Securities Act* (Ontario).

(j) The audited financial statements of Denroy for the years ended December 31, 2005 and 2004, and the interim financial statements of Denroy for the nine months ended September 30, 2006 (collectively, "Denroy's Financial Statements") have been prepared in accordance with generally accepted accounting principles consistently applied and present fairly:

(i) the financial condition, assets, accounts receivable and liabilities whether accrued, absolute, contingent or otherwise of Denroy as at the above dates; and

(ii) the results of the operations of Denroy in carrying on its business.

(k) From the end of Denroy's financial year on December 31, 2004 to the date hereof there has been no substantial change in the accounting principles and practices of Denroy as heretofore applied, including, but without limitation, the basis upon which the assets and liabilities of Denroy are recorded in its books, and the basis upon which its net profit is calculated both for reporting and for income tax purposes.

(l) Denroy will not incur any obligations or liabilities or make any disbursements other than in the ordinary course of business prior to Closing, other than the Denroy Deposit and the Denroy Advances. Since December 31, 2004, Denroy has not sold or otherwise disposed of any of its assets except in the ordinary and normal course of business.

(m) Any taxes which Denroy is required by law to withhold or collect have been duly recorded, withheld and collected and have been paid to the proper governmental authorities or held in a separate bank account if so required.

(n) any leases, subleases, titles, properties and interests owned, held or otherwise enjoyed by Denroy are and will be valid and in good standing now and at Closing.

(o) The books and records of Denroy fairly set out and disclose in all material respects and in accordance with generally accepted accounting principles applied on a basis consistent with financial periods prior to Closing the financial position of Denroy as at the date hereof, and all material transactions of Denroy relating to its respective business have been recorded in such books and records.

(q) All receivables of Denroy are recorded in its books and records are bona fide without set-off or counterclaim save and except for any provision for bad or doubtful accounts applied on a basis consistent with prior financial periods.

(q) The corporate records and minute books of Denroy contain a complete and accurate record of all resolutions of its directors and shareholders passed in the last ten years, and all such resolutions have been passed in accordance with its constating documents, by-laws and the *Business Corporations Act* (Ontario).

(r) Denroy is not in default or in breach of any material term or provision of its constating documents, by-laws or resolutions, any agreement, document or other instrument to which it is a party or any decree, order, statute, rule or regulation applicable to it which could materially adversely affect it or its condition, financial or otherwise, nor will the execution and delivery of this Agreement by Denroy, the performance and compliance with the terms of this Agreement and the allotment and issuance of the Denroy Shares to the Goodsprings Shareholders, result in any breach of, be in conflict with, constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Denroy, or any agreement or other document or instrument to which Denroy is a party or any mortgage, indenture, contract, agreement, instrument, judgement, decree, order, statute, rule or regulation applicable to Denroy, and no such term, condition or provision thereof materially adversely affects or in the future may, so far as Denroy can now foresee, materially adversely affect the business, operations or conditions, financial or otherwise, of Denroy or its properties or assets.

(s) No dividends or other distributions on any shares of Denroy have been declared, paid or authorized since December 31, 2004 or will be declared, paid or authorized up to the Closing.

(t) Denroy is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness.

(u) Denroy is not now in default or in breach of any material contract, agreement or like commitment.

(v) Any corporate actions taken by Denroy which require authorization have been validly and duly authorized.

(w) Denroy in carrying on business is not knowingly in breach of any laws, regulations, orders, rulings or policies of any governmental authority having jurisdiction.

(x) Denroy has filed all tax returns required to be filed and has paid, or made provision for the payment of all taxes and no assessments have been issued and no re-assessment has been made questioning or challenging in any way the returns filed.

(y) Denroy will have at Closing full authority, capacity and all necessary corporate power to perform all its obligations required hereunder and to consummate the transaction provided for herein.

(z) The Board of Directors of Denroy has consented to and approved this transaction and except for the consents and approvals of the shareholders of Denroy, no consents or approvals are required to complete this transaction.

(aa) Information regarding Denroy to be contained in the information circular of Denroy pursuant to which shareolders of Denroy will be requested to approve of the matters provided for herein (the "Circular") will contain no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement contained therein not misleading in light of the circumstances in which it was made.

(bb) None of the foregoing covenants, representations and warranties knowingly contains any untrue statement of material fact or knowingly omits to state any material fact necessary to make any such covenant, warranty or representation not misleading.

5.02 Denroy acknowledges and confirms that the Goodsprings Shareholders are relying on the covenants, representations and warranties set out in Paragraph 5.01 in connection with the purchase of the Denroy Shares.

6.00 REPRESENTATIONS AND WARRANTIES OF THE GOODSPRINGS SHAREHOLDERS AND GOODSPRINGS

6.01 The Goodsprings Shareholders and Goodsprings jointly and severally represent and warrant to Denroy that as at the date hereof and unless otherwise stated, as of Closing:

(a) Goodsprings is a corporation duly organized and validly existing and in good standing under the laws of the State of Nevada and has the power and authority to own its properties and interests and to conduct its business and is conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on, and is duly qualified, licensed or registered to carry on business and to own assets in all jurisdictions in which the business carried on and assets owned make such qualification, licensing or registration necessary.

(b) This Agreement has been duly authorized, executed and delivered on behalf of Goodsprings, and is a valid and binding obligation of Goodsprings, enforceable in accordance with its terms (subject to the qualification that the enforcement thereof may be limited by applicable law affecting the enforcement of creditors' rights and the availability of discretionary judicial remedies).

(c) The authorized capital of Goodsprings consists of an unlimited number of common shares of which 10,000 common shares (all of which comprise the Goodsprings Shares) are, as of the date hereof, validly issued as fully paid and non-assessable.

(d) No person, firm or body corporate has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement (including convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription, or issuance of any of the unissued shares of Goodsprings.

(e) Goodsprings is not a party to any agreement of guarantee, indemnification or assumption of the obligations of a third party, or other like commitment.

(f) No shares of Goodsprings and no rights to purchase shares of Goodsprings will be issued from the date hereof until Closing without the consent of Denroy.

(g) There is no action, proceeding or investigation pending or, to the knowledge of Goodsprings and its officers and directors, threatened against or affecting Goodsprings, at law or in equity or before any federal, provincial, municipal or other government department, commission, board or agency, domestic or foreign, which may in any way materially adversely affect Goodsprings and the condition, financial or otherwise, of Goodsprings or which questions the validity of the issuance of the Goodsprings Shares or any action taken or to be taken by Goodsprings pursuant to or in connection with this Agreement, and no order suspending the sale or ceasing the trading of the shares of Goodsprings has been issued and, to the knowledge of Goodsprings or its officers and directors, no proceedings for these purposes have been instituted or threatened.

(h) Goodsprings is up to date in all of its corporate filings and is in good standing under applicable laws.

(i) The unaudited financial statements of Goodsprings for the year ended December 31, 2006 (the "Goodsprings' Financial Statements") have been prepared in accordance with generally accepted accounting principles consistently applied and Goodsprings' Financial Statements present fairly:

(i) the financial condition, assets, accounts receivable and liabilities whether accrued, absolute, contingent or otherwise of Goodsprings as at the above dates; and

(ii) the results of the operations of Goodsprings in carrying on its business.

(j) From the end of Goodsprings' financial year on December 31, 2006 to the date hereof there has been no substantial change in the accounting principles and practices of Goodsprings as heretofore applied, including, but without limitation, the basis upon which the assets and liabilities of Goodsprings are recorded in its books on a consolidated basis, and the basis upon which its net profit is calculated both for reporting and for income tax purposes.

(k) Goodsprings will not incur any obligations or liabilities or make any disbursements other than in the ordinary course of business prior to Closing. Since December 31, 2005, Goodsprings has not sold or otherwise disposed of any of its assets except in the ordinary and normal course of business.

(l) Any taxes which Goodsprings is required by law to withhold or collect have been duly recorded, withheld and collected and have been paid to the proper governmental authorities or held in a separate bank account if so required.

(m) any leases, subleases, titles, properties and interests owned, held or otherwise enjoyed by Goodsprings are and will be valid and in good standing now and at closing, including:

(i) the Happy Tracks Lease and the Goodsprings Claims which comprise the St. Elmo Project as described in Schedule B attached hereto;

(ii) the Diamond Jim Lease which comprises the Diamond Jim Project as described in Schedule D attached hereto.

(n) The books and records of Goodsprings fairly set out and disclose in all material respects and in accordance with generally accepted accounting principles applied on a basis consistent with financial periods prior to Closing their respective financial positions as at the date hereof; and all material transactions of Goodsprings relating to their respective business have been recorded in such books and records.

(o) All receivables of Goodsprings are recorded in its books and are bona fide without set-off or counterclaim save and except for any provision for bad or doubtful accounts applied on a basis consistent with prior financial periods.

(p) The corporate records and minute books of Goodsprings contain a complete and accurate record of all resolutions of their respective directors and shareholders passed since their incorporation and all resolutions have been passed in accordance with its constating documents, by-laws and the applicable laws of the State of Nevada.

(q) Goodsprings is not in default or in breach of any material term or provision of its constating documents, by-laws or resolutions, any agreement, document or other instrument to which it is a party or any decree, order, statute, rule or regulation applicable to it which could materially adversely affect it or its condition, financial or otherwise, nor will the execution and delivery of this Agreement by Goodsprings, the performance and compliance with the terms of this Agreement and the sale, assignment and transfer of the Goodsprings Shares to Denroy, result in any breach of, be in conflict with, constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Goodsprings, or any agreement or other document or instrument to which Goodsprings is a party or any mortgage, indenture, contract, agreement, instrument, judgement, decree, order, statute, rule or regulation applicable to Goodsprings, and no such term, condition or provision thereof materially adversely affects or in the future may, so far as Goodsprings can now foresee, materially adversely affect the business, operations or conditions, financial or otherwise, of Goodsprings or its properties or assets.

(r) No dividends or other distributions on any shares of Goodsprings have been declared, paid or authorized since December 31, 2005 or will be declared, paid or authorized up to the Closing, except as contemplated in Section 3.01 hereof.

(s) Goodsprings is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness.

(t) Goodsprings is not now in default or in breach of any material contract, agreement or like commitment.

(u) Any corporate actions taken by Goodsprings which requires authorization has been validly and duly authorized.

(v) Goodsprings in carrying on business is not knowingly in breach of any laws, regulations, orders, rulings or policies of any governmental authority having jurisdiction.

(w) Goodsprings has filed all tax returns required to be filed and has paid, or made provision for the payment of all taxes and no assessments have been issued and no re-assessment has been made questioning or challenging in any way the returns filed.

(x) Goodsprings will have at Closing full authority, capacity and all necessary corporate power to perform all its obligations required hereunder and to consummate the transaction provided for herein.

(y) The Board of Directors of Goodsprings has consented to and approved this transaction, including transfer of the Goodsprings Shares to Denroy, and no other consents or approvals are required to complete this transaction.

(z) Information regarding Goodsprings and the Goodsprings Shareholders to be contained in the Circular will contain no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement contained therein not misleading in light of the circumstances in which it was made.

(aa) None of the foregoing convenants, representations and warranties knowingly contains any untrue statement of material fact or knowingly omits to state any material fact necessary to make any such covenant, warranty or representation not misleading.

6.02 The Goodsprings Shareholders and Goodsprings acknowledge and confirm that Denroy is relying on the covenants, representation and warranties set out in Paragraph 6.01 in connection with the purchase by Denroy of the Goodsprings Shares.

7.00 **REPRESENTATIONS AND WARRANTIES OF THE GOODSPRINGS SHAREHOLDERS**

7.01 The Goodspring Shareholders hereby jointly and severally represent and warrant to Denroy with respect to the Goodsprings Shares as of the date hereof and unless otherwise stated, as of the Closing:

(a) That Goodspring Shareholders have, and on Closing will be, the registered and/or beneficial owner of the Goodsprings Shares and that the Goodsprings Shares are free and clear of any charges, pledges, liens, security interests or other encumbrances whatsoever, and are free and clear of any escrow or pooling requirements;

(b) no person, firm or corporation has any agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement for the purchase of the Goodsprings Shares;

(c) there is no action, proceeding or investigation pending or, to the knowledge of the Goodsprings Shareholders, threatened which questions the validity of the issuance of the Goodsprings Shares or which questions its right to sell their respective Goodsprings Shares to Denroy in accordance with the terms hereof; and

(d) None of the foregoing covenants, representations and warranties knowingly contains any untrue statement of material fact or knowingly omits to state any material fact necessary to make any such covenant, warranty or representation not misleading.

7.02 The Goodsprings Shareholders acknowledge and confirm that Goodsprings and Denroy are relying on the covenants, representations and warranties set out in paragraph 7.01 in connection with the purchase by Denroy of the Goodsprings Shares.

8.00 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

8.01 All warranties and representations set forth in this Agreement shall not merge on Closing but shall survive Closing and shall continue to be and remain binding upon the parties hereto. In the event that any one or more of the warranties and representations of any party hereto shall not have been fulfilled or at Closing shall be untrue, the other party (or other parties, as the case may be) shall have the right to withdraw from the contract resulting from the execution of this Agreement without further liability or obligation.

9.00 CONDITIONS OF CLOSING

9.01 The sale and purchase of the Goodsprings Shares are subject to the following terms and conditions being fulfilled or performed prior to or at Closing:

(a) All of the covenants, representations and warranties of Denroy set forth in Paragraph 5.01 hereof shall be complete and correct at and as of Closing, as though such covenants, representations and warranties were made at and as of Closing.

(b) All the covenants, representations and warranties of Goodsprings and the Goodsprings Shareholders set forth in Paragraph 6.01 hereof shall be complete and correct at and as of Closing, as though such covenants, representations and warranties were made at and as of Closing.

(c) All the covenants, representations and warranties of the Goodsprings Shareholders set forth in Paragraph 7.01 hereof shall be complete and correct at and as of Closing, as though such covenants, representations and warranties were made at and as of Closing.

(d) Except as set out in this Agreement, from the date hereof to Closing Denroy shall have been operated in the ordinary course and shall not have, without the consent of the Goodsprings Shareholders, declared any dividends, increased employee or executive compensation, acquired or disposed of any fixed assets, or incurred any liabilities other than in the ordinary course of business.

(e) Except as set out in this Agreement, from the date hereof to Closing, Goodsprings shall have been operated in the ordinary course and shall not have, without the consent of Denroy or as provided for herein, declared any dividends, increased employee or executive compensation, acquired or disposed of an fixed assets or incurred any liabilities other than in the ordinary course of business.

(f) Each of Denroy and Goodsprings will make available to the authorized representatives of the other at all reasonable times from the date hereof to Closing all books, accounts, records, financial statements, income tax assessments for all past fiscal periods, charter documents, minute books and other corporate records, contracts, leases, insurance policies and similar instruments.

(g) There will be no debts or amounts owing to Denroy by any of its officers, former officers, directors, former directors, shareholders, employees, or former employees.

(h) A favourable legal opinion of counsel for Denroy dated the Date of Closing that:

  (i) Denroy has full power and authority to allott, issue and deliver the Denroy Shares to the Goodsprings Shareholders;

  (ii) all necessary legal or other corporate proceedings to be taken by Denroy to allot, issue and deliver the Denroy Shares has been taken;

  (iii) the Denroy Shares are not subject to resale restriction in the Province of Ontario except as may be applicable pursuant to control block resale restrictions and escrow requirements imposed by any applicable stock exchange;

  (iv) the shareholders of Denroy have approved and consented to this purchase and sale transaction and all of its terms and conditions;

  and to such other matters as counsel for the Goodsprings Shareholders shall require, including matters relating to certain of the covenants, representations and warranties of Denroy set forth in this Agreement.

(i) A favourable legal opinion of counsel for Goodsprings dated the Date of Closing that:

  (i) Goodsprings has full power to assign, transfer and convey the Goodsprings Shares to Denroy;

  (ii) all necessary legal or other corporate proceedings to be taken by Goodsprings to assign, transfer and convey the Goodsprings Shares has been taken;

and to such other matters as counsel for Denroy shall require, including matters relating to certain of the covenants, representations and warranties of Goodsprings set forth in this Agreement.

(j) There shall be no material adverse change in the business of Denroy from December 31, 2005 to the Date of Closing, save as disclosed in this Agreement.

(k) There shall be no material adverse change in the business of Goodsprings from December 31, 2006 to the Date of Closing, save as disclosed in this Agreement.

(l) The directors of Denroy shall have confirmed this Agreement and consented to the purchase of the Goodsprings Shares.

(m) All necessary regulatory approvals to the transactions embodied in this Agreement shall be obtained.

(n) The Goodsprings Shares shall be tendered for sale, assignment and transfer by the Goodsprings Shareholders to Denroy.

(o) The Denroy Shares shall be allotted, issued and delivered by Denroy to the Goodsprings Shareholders.

9.02 If any one or more of the conditions set forth in Paragraph 9.01 to be fulfilled by Denroy are not fulfilled on or before Closing, then the Goodsprings Shareholders may waive such condition or conditions without prejudice to the fulfilment of any other condition or conditions or the Goodsprings Shareholders' rights hereunder, and require Denroy to complete the purchase and sale or in the alternative withdraw from this Agreement without further obligation or liability.

9.03 If any one or more of the conditions set forth in Paragraph 9.01 to be fulfilled by the Goodsprings Shareholders or Goodsprings are not fulfilled on or before Closing, then Denroy may waive such condition or conditions without prejudice to the fulfilment of any other condition or conditions or their rights hereunder, and require the Goodsprings Shareholders and Goodsprings to complete the purchase and sale, or in the alternative withdraw from this Agreement without further obligation or liability.

10.00 <u>CLOSING MATTERS</u>

10.01 On Closing, the following matters shall be completed:

(a) All the conditions to be fulfilled by Denroy in Paragraph 9.01 hereof, if not specifically waived by the Goodsprings Shareholders, shall be fulfilled.

(b) All the conditions to be fulfilled by the Goodsprings Shareholders and Goodsprings in Paragraph 9.01 hereof, if not specifically waived by Denroy, shall be fulfilled.

(c) All necessary steps and corporate proceedings, including, without limitation, all regulatory approvals and shareholder approvals, shall have been taken to permit the Goodsprings Shares to be duly transferred to Denroy and to permit the Denroy Shares to be duly allotted, issued and delivered to the Goodsprings Shareholders.

(d) At the Time of Closing, the Goodsprings Shareholders shall deliver to Denroy certificates representing all of the Goodsprings Shares duly endorsed for valid transfer to Denroy;

(e) At the Time of Closing, Denroy shall deliver to the Goodsprings Shareholders certificates representing all of the Denroy Shares duly registered in the name of the Goodspring Shareholders or their nominees.

(f) The President of Denroy will deliver to the Goodspring Shareholders and Goodsprings a statutory declaration that the representations and warranties set forth in Paragraph 5.01 hereof are true and correct as at Closing.

(g) The President of Goodsprings and the Goodsprings Shareholders will deliver to Denroy a statutory declaration that the representations and warranties set forth in Paragraph 6.01 hereof are true and correct as at Closing.

(h) The Goodspring Shareholders will deliver to Denroy and Goodsprings a statutory declaration that the representations and warranties set forth in Paragraph 7.01 hereof are true and correct as at Closing.

(i) Goodsprings and each of Desert Ventures Inc., Ken Brook and John Schaff shall have entered into the consulting and employment agreements as specified in Schedules F, G and H attached hereto.

11.00 **PAYMENT OF EXPENSES**

11.01 All expenses incurred by or on behalf of the parties hereto or any of them shall be borne solely by the party or parties who shall have incurred such expenses, and the remaining party or parties shall have no liability in respect thereof.

12.00 **RETURN OF DOCUMENTS**

12.01 In the event that this Agreement shall not be completed in accordance with its provisions, the Goodsprings Shareholders and Goodsprings shall return to Denroy all books, accounts, records and other data of Denroy, or copies thereof, that are in the Goodsprings Shareholders' possession, and Denroy shall return to the Goodsprings Shareholders all books, accounts, records and other data of Goodsprings, or copies thereof, that are in Denroy's possession.

13.00 **NOTICE**

13.01 Any notice required or permitted to be given for the purposes of this Agreement shall be in writing and shall be sufficiently given if personally delivered or sent by facsimile and

(a) if to Denroy, addressed to it at:

Suite 2500
120 Adelaide Street West
Toronto, Ontario
M5H 1T1
Fax: 416-352-5693

Attention: Dennis H. Peterson

with a copy to:

Peterson Law Professional Corporation
Suite 2500
120 Adelaide Street West
Toronto, Ontario
M5H 1T1
Fax: 416-352-5693

Attention: Dennis H. Peterson

(b) if to Goodsprings and/or the Goodsprings Shareholders, addressed to it/them at:

2305 Pleasure Drive
Reno, Nevada 89509
Fax: 775-786-1180

Attention: Ken Brook

with a copy to:

Erwin & Thompson LLP
Suite 424
1 East Liberty Street
P.O. Box 40817
Reno, Nevada
89504
Fax: 775-786-1180

Attention: Thomas Erwin

and if mailed, such notice shall be deemed to have been given on the third business day following the day on which it is mailed, provided, however, if at the time of mailing of any such notice, normal postal service shall have been interrupted through strikes or other similar irregularities, then such notice shall be deemed to have been received on the second day following the resumption of normal mail service. If served, such notice shall be deemed to be received on the date so served.

14.00 **GENERAL PROVISIONS**

14.01 Time shall be of the essence of this Agreement and of every part thereof.

14.02 This Agreement shall not be assignable by any of the parties hereto and shall be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors or assigns, as the case may be.

14.03 This Agreement constitutes the entire agreement between the parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all the representations and warranties of the respective parties. There are no verbal statements, representations, warranties, undertakings or agreements between the parties. This Agreement may not be amended or modified in any respect, except by a written instrument signed by all parties.

14.04 The Closing shall take place on the Date of Closing at the Place of Closing.

14.05 The headings and marginal descriptions of all paragraphs are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

14.06 Whenever the singular or masculine is used in this Agreement they shall mean and include the plural, masculine, neutral and feminine or vice versa as the context of the Agreement shall require.

14.07 This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

14.08 The parties hereto shall and will execute such further and other papers and documents and do and perform and cause to be done and performed such further acts and things as may be necessary in order to give full effect to this Agreement and to every part thereof.

14.09 Except to the extent required by law, or by any regulatory authority having jurisdiction, none of the parties shall make public disclosure of this Agreement or the transactions provided for in such agreement without the prior written consent of the other parties; the parties shall co-operate in good faith as to the content and timing in making any such required or agreed public disclosure.

14.10 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.

[the rest of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DENROY RESOURCES CORPORATION

By: AN Bradley

GOODSPRINGS DEVELOPMENT CORPORATION

By: Ken Brook President

BROOK FAMILY TRUST

By: Ken Brook Trustee

Witness:)
Joanne B Bell)
)
) Thomas P Erwin
Thomas Erwin

Witness:)
)
______________________) ______________________
) David S. Evans

Witness:)
)
______________________) ______________________
) W. Arthur Hall

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DENROY RESOURCES CORPORATION

By:________________________

GOODSPRINGS DEVELOPMENT CORPORATION

By:________________________

BROOK FAMILY TRUST

By:________________________

Witness:	)	
	)	
____________________	)	____________________
	)	Thomas Erwin
Witness:	)	
	)	
K Sharp.	)	David S. Evans
	)	David S. Evans
Witness:	)	
	)	
____________________	)	____________________
	)	W. Arthur Hall

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DENROY RESOURCES CORPORATION

By:__________________________

GOODSPRINGS DEVELOPMENT CORPORATION

By:__________________________

BROOK FAMILY TRUST

By:__________________________

Witness: ______________________) ______________________ Thomas Erwin

Witness: ______________________) ______________________ David S. Evans

Witness: Ken Brook) W. A. Hall W. Arthur Hall

SCHEDULE A

GOODSPRINGS SHAREHOLDERS LIST

Name	Number of Goodsprings Shares	Number of Denroy Shares
Brook Family Trust 2305 Pleasure Drive Reno, Nevada 89509	4,500	10,980,000
David S. Evans 3225 Elbow Dr. SW Calgary, Alberta T2S2J4	2,250	5,490,000
W. Arthur Hall 72 Riverview Circle Cochrane, Alberta T4C 1K3	2,250	5,490,000
Thomas P. Erwin Suite 424 1 East Liberty Street P.O. Box 40817 Reno, Nevada 89504	1,000	2,440,000
	10,000	24,400,000

SCHEDULE B

ST. ELMO PROJECT DESCRIPTION

NEVADA

The St. Elmo Project comprises 39 unpatented lode mining claims owned by Happy Tracks Mining Co. under lease to Goodsprings Development Corporation (the "Happy Tracks Lease"), and 106 unpatented lode claims held by Goodsprings Development Corporation (the "Goodsprings Claims"). The Happy Tracks Lease is in good standing, and the future lease payments consist of U.S. $30,000 in 2007, U.S. $35,000 in 2008, U.S. $40,000 in 2009, U.S. $45,000 in 2010, and a final buyout payment of U.S. $1,075,000 in 2011. There is a 2.5% net smelter return royalty on any production from the Happy Tracks property prior to the final purchase. There is no residual royalty after the purchase.

SCHEDULE C

HAPPY TRACKS LEASE

[insert]

EXCLUSIVE OPTION TO LEASE AGREEMENT

This Exclusive Option to Lease Agreement (the "Agreement") is entered into this 15th day of March, 2006 between Goodsprings Development Corporation, a Nevada corporation whose address is 2305 Pleasure Drive, Reno, Nevada 89509 ("GDC") and Happy Tracks Mining Company, the "Co-tenants" of Happy Tracks Mining Company : Gerald A. Doyle, Janet B. Doyle, Christine Newman and Dana Glover, ("Owners"), who's Authorized Agent is Gerald A. Doyle whose address is POB 3798, Sparks, Nevada 89432.

1. Owners own those certain unpatented lode mining claims and water rights comprising the "Gold Creek Project" (the "Property") in T 44 and 45 N, R 56 E, Elko County, Nevada , as listed in Exhibit "A" of the attached "Mining Lease with Option to Purchase Agreement".

2. Owners hereby grant to GDC the Exclusive Option to Lease the Property for a period of thirty (30) days.

3. In consideration for granting to GDC the Exclusive Option to Lease the Property for a period of thirty (30) days, GDC agrees to pay Owners a non-refundable five thousand dollar ($5,000) payment. This payment will be applied to the first year lease payment if GDC exercises the Option.

4. During the thirty day Exclusive Option period, GDC will conduct an initial title examination of the Property, and Owners agree to provide all available documents related to the Property, the formation of Happy Tracks Mining Company, disposition of the Walter L. Smith Estate, and agreements and authorizations among the Co-tenants regarding the Property.

5. At any time during the Exclusive Option period, GDC may elect, and Owners agree to enter into the attached Mining Lease with Option to Purchase Agreement for the Property.

Goodsprings Development Corporation

Ken Brook

Ken Brook, President

Owners Authorized Agent

Gerald A. Doyle

Gerald A. Doyle

AUTHORIZED AGENT FOR THE OWNERS

Per: Gerald A. Doyle
Gerald A. Doyle, Authorized Agent

STATE OF NEVADA, COUNTY OF WASHOE

On the 21 day of March, 2006, before me, the undersigned Notary Public, personally appeared Gerald A. Doyle, Authorized Agent for the Owners, who acknowledges that he executed the foregoing instrument, being authorized to do so.

Notary Public
Denise M. Cairns

DENISE M. CAIRNS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-3884-2 - Expires June 21, 2009

GOODSPRINGS DEVELOPMENT CORPORATION

Ken Brook
Ken Brook

STATE OF NEVADA, COUNTY OF WASHOE

On the 21 day of March March, 2006, before me, the undersigned Notary Public, personally appeared Ken Brook, President of Goodsprings Development Corporation who acknowledges that he executed the foregoing instrument, being authorized to do so.

Notary Public
Denise M. Cairns

DENISE M. CAIRNS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-3884-2 - Expires June 21, 2009

Mining Lease and Option to Purchase Agreement

This Mining Lease and Option to Purchase Agreement ("Agreement") is made and entered into by and between Goodsprings Development Corporation, a Nevada corporation whose address is 2305 Pleasure Drive, Reno, Nevada 89509 ("GDC") and the following company and individuals hereinafter referred to as "Owners":

Happy Tracks Mining Company, a Nevada fictitious name company,
POB 3798
Sparks, Nevada 89432
Gerald A. Doyle Authorized Agent

The following individuals are collectively known as "Co-tenants" of the Property as described below.

Gerald A. Doyle,
P. O. Box 3798
Sparks, Nevada 89432

Janet B. Doyle,
P. O. Box 3798
Sparks, Nevada 89432

Christine Newman,
528 Juneau Street
Elko, Nevada 89801

Dana Glover,
6257 EastHighway 66
Kingman, Arizona 86401

The Co-tenants have appointed Gerald A. Doyle as their Authorized Agent with full authority to negotiate and enter into this Agreement.

WITNESSTH:

The Owners own all of the following three groups of unpatented mining claims, which comprise the Owners' Gold Creek Project: Cora Alice Claim Group, Rosebud Claim Group, and the Meadows Claim Group, consisting of thirty nine (39) unpatented lode mining claims and two water rights, all of which are fully set forth on the attached Exhibit "A" and by reference made a part hereof, hereinafter called the "Mining Claims", situated in T 44 and 45 N, R 56 E, Elko County, Nevada, including the surface and subsurface thereof, and all ores and minerals thereof and hereunder.

This Agreement will set forth all the terms and conditions under which the Owners grant to

GDC a Lease with Option to Purchase in reference to the Mining Claims, for the purpose and for the term, hereinafter provided:

The term of this Lease with Option to Purchase Agreement is five years.

In consideration of the sum of (US) Twenty Five Thousand Dollars (US $25,000.00) paid by GDC to the Owners, the Covenants and Agreements hereinafter expressed by GDC, and for good and valuable consideration, the receipt and sufficiency of which is hereby admitted and acknowledged, the Owners do hereby grant exclusively to GDC for the purpose and privilege during the term of this Agreement, of exploring for and otherwise developing metals, minerals of every kind and character which can be recovered from the Mining Claims (which metals and minerals are hereafter referred to as ("Subject Minerals"), GDC and Owners agree to the following:

TOGETHER with the exclusive right to do things which GDC deems necessary to accomplish any and all of the foregoing, including, without limitation (provided all operations are conducted substantially in accordance with all applicable laws, rules, and regulations), the right to enter upon the Mining Claims and to use the surface and subsurface in such a manner and to such an extent as may be necessary or convenient to accomplish the above purpose; to construct and maintain such plants and shops and other buildings as deemed necessary for their operation, tramways, conveyors ways, power transmission systems, communication systems, conduit, water and fuel lines, change houses, and other structures and improvements for the exploration, storage, transportation and to make all excavations, openings, drill sites, drill holes, pits, shafts, cuts, ditches, drains, to sink water wells, divert and impound water on, onto or from the Mining Claims to the extent such development and the use does not diminish the Owners' existing Water Rights used in the operation and to use as much timber and so much stone, sand, clay, found upon the Mining Claims as may be reasonably needed by GDC in connection with and incident to the purpose and rights herein granted and as long as such water and other natural resources are not restricted or prevented by applicable law.

TO HAVE AND TO HOLD THE MINING CLAIMS and appurtenance unto GDC for the term set forth in this Agreement, unless terminated earlier pursuant to the clauses as set forth in this Agreement, and GDC shall have exclusive possession of the Mining Claims for the primary term and so long as thereafter as the Covenants contained herein are complied with.

IN CONSIDERSATION OF THE MINING CLAIMS and other good and valuable consideration contained in this Agreement, the parties herein covenant and agree to the following:

THE OWNERS REPRESENT

The Owners represent and warrant that:

(a) They are the sole legal and equitable Owners of the entire and undivided possessory and legal right and ownership, without limitation, whatsoever in the Mining Claims with the exception of the overlapping areas with the claims held by J. and P. Cirincione. The overlapping areas between the J. and P. Ciricione claims and the Mining Claims are shown in the 1980 Claim Block Map and have been shown to GDC. The actual areas now overlapped between the J. and P. Cirincione claims and the Mining Claims have not been reestablished. The Owners are not aware of any other conflict or defect in the title of the Mining Claims, or of any encumbrances thereof.

(b) The Owners have not conveyed the Mining Claims and the Mining Claims are not subject to any existing encumbrances or agreements.

(c) The Mining Claims are in good standing and applicable BLM and Elko County claim "Rental Fees" have been paid, including the Rental Fees that were due by August 31, 2005.

(d) The Authorized Agent has taken all Co-tenant action and has obtained all necessary Co-tenant agreements needed to enter into this Agreement and other transactions contemplated herein and has been duly authorized by all of the Owners. The Authorized Agent shall provide copies of the Co-tenant agreements and shall take such actions reasonably requested by GDC to confirm and place such authority of record.

(e) The Mining Claims are currently in full compliance with all applicable environmental laws and no violation or notices of the same have occurred with respect to the Mining Claims. To the best of the Owners' knowledge, no hazardous materials have been deposited on, in, or under the Mining Claims. The Mining Claims are not contained in any superfund site designation, nor are the Mining Claims part of any listed site with the federal or state environmental authorities.

1. GRANT

The Owners hereby grant, lease, and demise the Mining Claims unto GDC, its successors and assigns, for the term and for the purposes hereinafter provided, including, but not limited to, the surface and any subsurface thereof, all ores, minerals, and mineral rights, and all water and water rights, in, upon, and under the claims, all rights, title, and interest which may be acquired by or for the Owners, or any of them, in, or pertaining to the Mining Claims during the term of this Agreement.

2. TITLE TO CLAIMS

The Owners covenant and represent to the best of their knowledge and belief that the Owners are the sole owners of the Mining Claims as set forth in Exhibit "A' and have good title thereof. The Owners and GDC acknowledges the conflict of the overlapping claims between the J. and P. Cirincione claims and the Mining Claims. By the Owners making GDC aware of this conflict, GDC shall hold the Owners harmless should there be any action taken to resolve this conflict.

The Owners further covenant and represent that to the best of their ability, all of the Mining Claims have been located, relocated, and/or amended in compliance with the laws of the state of Nevada, in which the claims are situated, and with all of the laws of the United States governing location of the claims, and that the Owners have performed all assessment requirements required by law to maintain title to the Mining Claims.

The Owners and GDC, to the extent its actions create a claim or demand, must do everything lawful within their power to protect and defend the Owners' title to the Mining Claims against all claims and demands of all persons claiming the whole or part thereof. The cost of such defense shall be borne equally by the Owners and GDC, provided however, that GDC shall have the right, but not the obligation, to assume the defense of such title without the aid of the Owners.

In the event of a change in the mining laws, as they exist on the Effective Date of this Agreement, the Owners and GDC shall take all reasonable steps necessary to preserve the Owners' and GDC's interest in the area which is covered by this Agreement, or if the same cannot reasonably be obtained, GDC shall have the right to terminate this Agreement without further obligation except those set forth in this Agreement.

3. EXAMINATION OF TITLE

GDC shall have ninety (90) days from the Effective Date of this Agreement to examine the Owners' title to the Mining Claims. If during such ninety (90) day period, GDC determines that the title held by the Owners is less than represented in Section 2 above, GDC may terminate this Agreement, or if GDC does not so elect, GDC shall be determined to have accepted the Owners' title to the extent that the Owners have title to the Mining Claims.

Owners shall cooperate with and assist GDC and shall execute such instruments reasonably requested by GDC to vest title to the Mining Claims in the Owners' name and free of any adverse claims, excepting the Ciricione overlap as described above .

4. TITLE AND GEOLOGICAL EXMAINATION

Upon the execution of this Agreement, the Owners agree to furnish GDC with all abstracts of title, title opinions, status reports, and other title papers, geological, geochemical, geophysical, and engineering data as they have in their possession or control. And in cases, that the Owners are entitled to such data from prior Lessees, if that information is not in the possession of the Owners, the Owners shall empower GDC, as its agent, to recover or otherwise obtain said information. Such information shall be covered by the Confidentiality Agreement set forth in Exhibit "B", which the parties have signed.

Further, the Owners hereby give GDC the exclusive right to enter upon the said Mining Claims and to do those things GDC feels necessary for GDC to make an evaluation of the property.

5. EXTENSION OF AGREEMENT TERM

The term of this Agreement may be extended to the benefit of GDC and the Owners upon terms and conditions negotiated and mutually accepted, in writing by GDC and the Owners.

6. PURCHASE PRICE

The Owners grant GDC the exclusive and irrevocable Option to Purchase the entire interest of the Owners to the Mining Claims for the sum of (US) One Million, Two Hundred and Fifty Thousand Dollars (US $ 1,250,000.00). This Option is exercisable at any time during the term of this Agreement.

If during the term of this Agreement, GDC decides to purchase the Mining Claims prior to the fifth anniversary of signing this Agreement, GDC may reduce the final payment to the Owners by (US) One Hundred Thousand Dollars (US $100,000.00) for each full year left in this Agreement.

7. PAYMENTS

Payments shall be made to a banking institution of the Authorized Agent's choosing. During the term of this Agreement, payments will be made in accordance with the following schedule:

(a) At the signing of this Agreement, (US) Twenty Five Thousand Dollars (US) $ 25,000.00), less any previously made payments.

(b) At the first Anniversary Date, of the signing of this Agreement, (US) Thirty Thousand Dollars (US) $30,000.00).

(c) At the second Anniversary Date, of the signing of this Agreement, (US) Thirty Five Thousand Dollars (US) $35,000.00).

(d) At the third Anniversary Date, of the signing of this Agreement. (US) Forty Thousand Dollars (US) $40,000.00).

(e) At the fourth Anniversary Date, of the signing of this Agreement, (US) Forty Five Thousand Dollars (US) $ 45,000.00).

(f) At the fifth Anniversary Date, of the signing of this Agreement, GDC shall pay the Owners the sum of (US) One Million, Two Hundred Fifty Thousand Dollars, (US) $1,250,000.00, less any and all payments noted in (a), (b), (c), (d), (e), and any production royalties paid to the Owners during the term of this Agreement.

8. CLOSING OF PURCHASE

The closing of the sale of the Mining Claims shall be within thirty (30 days) after GDC's written notice to the Owners of its exercise of the Option to Purchase at that time and place agreed to by all parties. At the closing, the Owners shall deliver to GDC a fully executed and recordable Quit Claim Deed and of a form and substance reasonably satisfactory to GDC, conveying of the Owners' interest in the Mining claims and Water Rights. GDC shall pay the Owners, upon receiving the Quit Claim Deed, the total purchase price, less any and all payments previously made to the Owners, by check or wire transfer of funds to a bank account designated by the Authorized Agent.

Upon the completion of closing, this Agreement and all the terms and conditions hereof shall be terminated without further action on part of either party.

9. LOCATION, RELOCATION AND/OR AMENDMENTS OF MINING CLAIMS

Any and all mining claims within two and one half (2.5) miles of the Mining Claims located by GDC may be located in the name of the GDC and shall become a part of this Agreement and shall be subject to the terms and conditions of this Agreement. If GDC terminates this Agreement, all such Mining Claims so located shall be "Quit Claimed" to the Owners. This provision does not apply to property or mining claims acquired by GDC from any third party.

10. COUNTY, STATE, AND FEDERAL FILINGS

The responsibility of all required filings and fees on all requirements to maintain the Mining Claims with the Bureau of Land Management, U. S. Forest Service, State and County, shall be the responsibility of GDC after the effective date of this Agreement This includes any and all required maps, and other documents. These filings shall be made in a timely manner, with true copies being forwarded to the Authorized Agent of the Owners.

11. PRODUCTION ROYALITY

GDC shall pay the Owners a Production Royalty of two and one half percent (2.5 %) of any and all Net Smelter Returns, herein defined, for ores, bullion, metals, or concentrates produced and sold from the Mining Claims during the term of this Agreement all previously mined materials originating from the Mining Claims, even if held on lands not held by the Owners, if shipped and/or milled, will be subject to the two and a half percent (2.5 %) Net Smelter Returns Royalty. If any previously mined ore from the mining claims now held by the Owners, is moved from land not held by the Owners, and is moved onto and stockpiled on land held by the Owners, this fee shall not apply until such time as the ore is shipped and/or milled.

Net Smelter Returns (NSR) shall mean the amount paid by any purchaser of ores, bullion, metals, or concentrates, after the deductions for transportation, smelting, and/or refining cost and penalties. Such charges and cost shall be deducted whether or not the same are paid by GDC or from the statement due to GDC, as standard charges by GDC, in the event that GDC does own or control such smelter or refining facilities. If GDC owns or controls such smelter or refining facilities, either directly or indirectly, through a subsidiary or otherwise, the charges, which are made, shall not exceed charges for smelting, or refining by the nearest other facility operating by others. Transportation charges must be at a competitive commercial rate for such hauling.

Payment for such royalties shall be made within twenty (20) days following the end of the month in which GDC receives payment for such ores, metals, and/or concentrates where sold. If GDC elects to sell refined gold, silver, or other products forward, then such gold, silver, or other products shall be deemed to have been sold thirty (30) days after the date of refining. The sale for such gold, silver or other products shall be deemed to be the average of the daily P. M. fix on the London Metal Exchange or other nationally recognized Metal Exchange for such thirty (30) day period. True copies of all smelter statements will be provided to Owners in a timely manner.

The Owners, at their option, may elect to take their NSR Royalty in kind. GDC shall arrange with the refinery of their choice, a gold and/or silver bullion account that shall be managed by the Owner wanting such an account. The cost of maintaining such Bullion Account shall be borne entirely by the Owner wanting such account. No Royalty will be levied against any material that is required for metallurgical purposes, unless a payment for such material is made to GDC. In such cases, a two and a half (2.5%) NSR Royalty will be payable to the Owners.

Production Royalties shall be credited against future Annual Payments and/or the final Purchase Price. Upon the final payment of the Purchase Price, all future royalties shall cease.

12. NOTICES

All notices required shall be deemed to have been given, if the same are reduced in writing and mailed by Registered or Certified Mail, Return Receipt Requested, to the following respective addresses until a different address or person is specified in writing by one party or the other:
To the Owners:

Gerald A. Doyle - Authorized Agent
P. O. Box 3798
Sparks, Nevada 89432

To GDC:

Goodsprings Development Corporation
Ken Brook, President
2305 Pleasure Drive
Reno, Nevada 89509

13. ACCOUNTS AND RECORDS: INSPECTION BY THE OWNERS

During the term of this Agreement, GDC shall keep accurate books of accounts showing any and all transactions pertaining to shipping, smelting, and/or refining, and transportation of any and all ores, removed from the property covered by this Agreement. GDC shall permit the Owners' representatives to examine such books and records, at reasonable times and hours, upon twenty four (24) hours notice. Such information shall be deemed to be confidential information of GDC as described in "Exhibit B" of this Agreement. GDC shall furnish the Owners with full and accurate information in response to any reasonable request, in regards to their mining operations pertaining to computation of payments due to the Owners.

During the term of this Agreement, GDC shall allow the Owners or their qualified mining engineers, examiners, and/or geologist representing the Owners to enter upon and into underground workings and/or surface excavations and appurtenant structures and surface premises, including any mill or plant operations pertaining to this Agreement, and upon twenty four (24) hours notice, provided, however, that such person (s) executes waivers releasing GDC for liability for personal injury in or upon the Mining Claims resulting from otherwise that gross negligence of GDC, the employees, contractors, and/or agents. The Owners agree that such inspections shall not be unreasonable or unnecessarily hinder, interrupt or otherwise interfere with GDC's operations upon the Mining Claims.

14. TAXES

GDC shall pay, when due, all ad valorem taxes levied and assessed after the Effective Date of this Agreement, and prior to the Termination Date of this Agreement, upon the properties and all taxes upon any improvements placed by GDC upon the Mining Claims.

As to production and severance taxes, and all other taxes that are now or may be hereafter levied and commanded on the amount or value of ore, metal, or concentrates produced, GDC shall bear the gross amount of the taxes.

15. COMPLIANCE WITH LAW

GDC will, at all times, conduct their operations hereunder in manner consistent with good mining practices and shall comply with applicable state and federal regulations governing exploration, mining, and milling operations. In conducting their operations, GDC shall comply with the terms and provisions of Workman's Compensation laws and shall hold the Owners harmless against such losses, damages, or claims of whatsoever nature of character occasioned by or arising out of their operations under the terms and provisions of the Agreement, unless the same arises as a result of negligence of the Owners.

16. LIENS

GDC shall pay, in full, for all labor performed upon or material furnished to the Mining Claims. GDC shall keep the Mining Claims free and clear from any and/or all liens of mechanic, suppliers, or other material or men, except liens that may arise of operations of law and for which payment is due, provided GDC shall have the right to challenge any such lien or encumbrance, but shall effect the removal of the same upon conclusion of such challenge. At the request of the Owners, GDC shall post notices upon the claims, and shall keep these notices posted and legible, such notices as permitted by law, that the Mining Claims are optioned and that the Owners shall not be liable for any labor performed upon or for any material supplied or otherwise furnished to the Mining Claims at the instance or request of GDC.

17. ASSIGNMENT

The right of either party hereunder may be assigned in whole or part and the provisions hereof extend to the heirs, executors, administrators, successors, and assigns, but no change or division of ownership of the properties, however accomplished, shall operate to enlarge the obligation or diminish the rights of GDC. Either party shall promptly notify the other in the event it assigned any or all of its rights hereunder. In the event GDC sells this Agreement to a third party, at the time of the sale, GDC, shall make payment, in full, for the balance, if any, of the Purchase Price then due to the Owners. Upon any assignment by the Owners, if such assignment is to more than one entity or person, GDC shall have the right to have one assignee designated as the recipient of all payments due hereunder and payments and notices to such person or entity shall constitute all necessary payments and notices under this Agreement.

18. FORCE MAJEURE

Whenever the obligation of GDC to perform any obligation hereunder (except the payment of money) is limited or must be performed by a specified date or any notice and performance thereof is hindered, prevented, or delayed in whole or in part, by factors or circumstances beyond the reasonable control of GDC to perform, such as an act of God, fire, floods, earthquakes, landslides, washouts, strikes, materials, suppliers, or labor interruptions causing slow downs, mob violence, civil disobedience, injunctions, or delay in obtaining permits required by law, then such time to perform such act or obligation shall be extended for a period of time equal to the extent of such delay, plus a reasonable time thereafter to overcome the effects of such delay. The use of Force Majeure shall not be used due to weather conditions or the result of weather conditions.

Should Force Majeure be placed in effect expanding the final date of this Agreement, GDC will be responsible for the timely filings of any and all federal, state, and county requirements to retain the Mining Claims. This includes the Maintenance Fees (also known as Rental Fees), prior to the termination of the Agreement, as provided in Section 10 above.

19. TERMINATION OF THIS AGREEMENT BY THE OWNERS

Should GDC fail to perform any of the covenants and agreements under this Agreement, the Owners at their option, may give GDC notice of default, specifying the nature and character thereof. Unless GDC commences to undertake correction of the same, in good faith, within fourteen (14) working days for payment failures and thirty (30) days for other failures, after receiving each notice, specifying the nature of such default, the Owners may, at their election, terminate this Agreement, by giving notice to such election to GDC. All rights of GDC (but not any continuing obligations) shall terminate, unless GDC, by written notice, disputes the existence of the default, then this Agreement shall not be terminated, unless GDC does not initiate and diligently pursue steps to correct the default after the existence of a default has been determined to exist.

If the default is the failure to pay money to the Owners pursuant to the terms hereof, and if GDC fails to cure such defect, after such notice, the Owners may, at their option, terminate this Agreement, by giving written notice to GDC and all rights of GDC (but not the continuing obligations) shall be terminated.

20. TERMINATION OF THIS AGREEMENT BY GDC

GDC shall have the right, at anytime, to terminate this Agreement, as to all of the Mining Claims, by giving thirty (30) days written notice of such election to the Owners, provided however: –

(a) If GDC elects to terminate its interest hereunder, then after the end of thirty (30) days notice, this Agreement shall terminate. Upon such termination, GDC shall be relieved of all further obligations (except for continuing obligations for reclamation and making payments accrued prior to the termination that may be due or become due). GDC shall furnish the Owners with a recordable relinquishment notice of all of its rights and interest in this Agreement, except of its rights of removal of all of its personal property. All sums of money paid to the Owners by GDC prior to the effective date of termination, shall be deemed to have been paid to the Owners as rental fees, and shall be retained by the Owners.

(b) If the termination of this Agreement is after March 30 of any given year, GDC shall be bound to pay the annual BLM Rental Fees, State Fees, and County Fees for such filing and to pay these fees on the Mining Claims for the coming year.

21. LIABILITY

GDC shall, at its sole expense, save, protect and hold harmless the Owners against any and all claims and/or liabilities for injury or death of persons or for damage to property resulting from its activities. GDC shall be responsible for all obligations under this Agreement, which have accrued after the Effective Date of this Agreement and prior to the Termination Date. The Owners shall, at their expense, save, protect, and hold harmless GDC against any and all claims or liabilities for injury to, or death of persons or for damage to property for conditions of the property prior to the Effective Date, including any environmental contamination prior to the Effective Date, unless GDC has been made aware of such danger and chose to ignore such warning. In such cases, the Owners shall be held harmless for such injury to persons and for any property damage resulting from the action of GDC.

22. GEOLOGICAL DATA

On a quarterly basis, GDC shall provide the Owners with all updated and/or new geological data and a report on their activities related to the Mining Claims accrued during the previous quarter.

At the termination of this Agreement GDC shall provide the Owners with all non-interpretive factual geological and/or engineering data pertaining to the Mining Claims, as developed by GDC, its contractors and/or agents. This information is to include all assay logs and reports, and all maps.

23. REMOVAL OF EQUIPMENT

GDC must remove all their property, fixtures, and/or structures erected or placed by GDC, on or in the Mining Claims within thirty (30) working days of termination, except where GDC has exercised its right to purchase the mining Claims under Section 6 above.

24. RECLAMATION

GDC shall be liable for all reclamation necessary under applicable federal, state, and county laws and regulations arising from GDC's exploration, mining, and/or milling activities (but not preexisting conditions). Reclamation work will be completed as soon as possible and will be in accordance with all federal, state, and county regulations.

25. CHOICE OF LAW, FURTHER ASSURANCES & RECORDS

This Agreement shall be governed by the laws of the State of Nevada. Upon written request of GDC, the Owners agree to furnish such additional formal assurances of other written documents, in proper and recordable form, as may be reasonable necessary to carry out the intent, purpose, and terms of this Agreement. A memorandum of this Lease With Option to Purchase Agreement, when executed and acknowledged by parties hereto, may be recorded at the office of the Bureau of Land Management, 1340 Financial Way, Reno, Nevada 89502, and the Elko County Recorders Office, Elko, Nevada 89801, by both parties.

26. ENTIRE AGREEMENT

This Lease with Option to Purchase Agreement, by and between the parties herein, and no oral agreement, promise, statement, or representation which is not contained herein, shall not be binding on either party. No amendment or modification to this Agreement shall be valid unless it is duly signed and acknowledged by both GDC and the Owners. Captions appear in this Agreement only for convenient reference and they will not affect or define meaning or scope of any of this Agreement.

27. BINDING EFFECT

The Owners agree that GDC, by payments set forth in this Agreement and by performing and observing the several covenants herein contained, may peacefully hold and enjoy the Mining Claims and Water Rights herein granted during the term thereof, without interference or interruption by the Owners, their representatives and/or assignees. The covenants, terms, and conditions of this Agreement shall run with the land and in all respects binding on and insure to the benefit of the parties hereto.

28. MULTIPLE COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

AUTHORIZED AGENT FOR THE OWNERS

Per: Gerald A Doyle
Gerald A. Doyle, Authorized Agent

STATE OF NEVADA, COUNTY OF WASHOE

On the 13th day of April, 2006, before me, the undersigned Notary Public, personally appeared Gerald A. Doyle, Authorized Agent for the Owners, who acknowledges that he executed the foregoing instrument, being authorized to do so.

Notary Public Dorothy Kuiken

Notary Public - State of Nevada
COUNTY OF WASHOE
DOROTHY KUIKEN
No. 02-74776-2 My Commission Expires January 19, 2010

Janet B. Doyle
Janet B. Doyle

STATE OF NEVADA, COUNTY OF WASHOE

On the 13th day of April, 2006, before me, the undersigned Notary Public, personally appeared Janet B. Doyle, who acknowledges executing the foregoing instrument.

Notary Public Dorothy Kuiken

Notary Public - State of Nevada
COUNTY OF WASHOE
DOROTHY KUIKEN
No. 02-74776-2 My Commission Expires January 19, 2010

____
Christine Newman

STATE OF_______________. COUNTY OF _______________

On the_____day of ____________, 2006, before me, the undersigned Notary Public, personally appeared Christine Newman, who acknowledges executing the foregoing instrument.

Notary Public

Dana Glover

Dana Glover

STATE OF AZ, COUNTY OF Mohave

On the 18 day of March, 2006, before me, the undersigned Notary Public, personally appeared Dana Glover, who acknowledges executing the foregoing instrument.

Notary Public Melody Coffin

MELODY COFFIN
Notary Public - Arizona
Mohave County
My Commission Expires
April 3, 2008

Ken Brook

STATE OF NEVADA, COUNTY OF WASHOE

On the_____day of ______________ March, 2006, before me, the undersigned Notary Public, personally appeared Ken Brook, President of Goodsprings Development Corporation who acknowledges that he executed the foregoing instrument, being authorized to do so.

Notary Public

AUTHORIZED AGENT FOR THE OWNERS

Per: ______________________ ______________________
Gerald A. Doyle, Authorized Agent

STATE OF NEVADA, COUNTY OF WASHOE

On the_____day of ____________, 2006, before me, the undersigned Notary Public, personally appeared Gerald A. Doyle, Authorized Agent for the Owners, who acknowledges that he executed the foregoing instrument, being authorized to do so.

Notary Public

____
Janet B. Doyle

STATE OF NEVADA, COUNTY OF WASHOE

On the_____day of ____________, 2006, before me, the undersigned Notary Public, personally appeared Janet B. Doyle, who acknowledges executing the foregoing instrument.

Notary Public

Christine Newman
____
Christine Newman

STATE OF NV________, COUNTY OF Elko________

On the 16th day of March, 2006, before me, the undersigned Notary Public, personally appeared Christine Newman, who acknowledges executing the foregoing instrument.

Notary Public

TASHA LEVIE
NOTARY PUBLIC • STATE of NEVADA
Elko County • Nevada
CERTIFICATE # 0595719-6
APPT. EXP. MAR. 22, 2009

____

Dana Glover

STATE OF_______________________, COUNTY OF _______________________

On the_____day of ____________, 2006. before me, the undersigned Notary Public, personally appeared Dana Glover, who acknowledges executing the foregoing instrument.

Notary Public

Ken Brook

Ken Brook

STATE OF NEVADA, COUNTY OF WASHOE

On the 14th day of April March, 2006, before me, the undersigned Notary Public, personally appeared Ken Brook, President of Goodsprings Development Corporation who acknowledges that he executed the foregoing instrument, being authorized to do so.

Notary Public Dorothy Kuiken

Notary Public - State of Nevada
COUNTY OF WASHOE
DOROTHY KUIKEN
No. 02-74775-2 My Commission Expires January 19, 2010

EXHIBIT A

UNPATENTED LODE MINING CLAIMS

CLAIM NAME	BLM SERIAL No.	ELKO COUNTY FILE No.
CORA ALICE 1	NMC 870567	520920
CORA ALICE 2	NMC 870568	520921
CORA ALICE 3	NMC 860169	520931
CORA ALICE 4	NMC 870569	520922
CORA ALICE 5	NMC 870570	520923
CORA ALICE 6	NMC 860170	520932
CORA ALICE 7	NMC 860171	520933
CORA ALICE 8	NMC 870571	520924
CORA ALICE 9	NMC 860172	520934
CORA ALICE 10	NMC 748919	520935
CORA ALICE 11	NMC 860173	520936
CORA ALICE 12	NMC 860174	520937
CORA ALICE 13	NMC 125886	520938
CORA ALICE 14	NMC 125887	520939
CORA ALICE 16	NMC 860175	520940
CORA ALICE 17	NMC 125890	520941
CORA ALICE 18	NMC 748923	520942
CORA ALICE 23	NMC 860176	520943
CORA ALICE 24	NMC 750492	520944
CORA ALICE 25	NMC 860177	520945
CORA ALICE 31	NMC 860178	520946
CORA ALICE 32	NMC 750494	520947
CORA ALICE 33	NMC 127456	520948
CORA ALICE 34	NMC 860179	520949
CORA ALICE 38	NMC 860180	520950
CORA ALICE 39	NMC 860181	520951
CORA ALICE 40	NMC 860182	520952
CORA ALICE 41	NMC 870572	520925
CORA ALICE 42	NMC 860183	520953
CORA ALICE 43	NMC 860184	520954
CORA ALICE 44	NMC 870573	520926
CORA ALICE 45	NMC 860185	520955
ROSEBUD 1	NMC 870574	520918
ROAEBUD 5	NMC 125870	520928
ROSEBUD 6	NMC 125871	520929
ROSEBUD 8	NMC 860168	520930
ROSEBUD 26	NMC 870575	520919

MEADOWS	1	NMC 125848
MEADOWS	2	NMC 125849

ROSEBUD AND MEADOWS WATER RIGHTS

ROSEBUD WATER RIGHT

Certificate No. 4605

Elko County Records: Document No. 4927-1944

Book 39, Pages 122-139

State of Nevada: Report of Conveyance to Happy Tracks Mining Company: Application Permit No. 13908

Mohawk Springs (Meadows) Water Right

Certificate No. 4471

Elko County Records: Document No. 96055

Book 27, Page 655

State of Nevada: Report of Conveyance to Happy Tracks Mining Company: Application Permit No. 13909

GOODSPRINGS DEVELOPMENT CORPORATION
2305 Pleasure Dr.
Reno, Nevada 89509

775 825 0719

16 October 2006

Gerald A. Doyle – Authorized Agent
Happy Tracks Mining Company
POB 3798
Sparks, Nevada 89432

Dear Gerald:

This letter is addressed to you as the Authorized Agent of the co-tenants and Happy Tracks Mining Company, and its purpose is to seek clarification of Section 17 of our "Mining Lease and Option to Purchase Agreement" on the Gold Creek Project, Elko County Nevada. Section 17 states that the "...right of either party may be assigned in whole or part...", but that the balance of the Purchase Price shall become due and payable if Goodsprings "sells" its right.

Goodsprings is currently working with a financing group from Toronto who wish to put approximately $4 million into Goodsprings to fund exploration work on the Gold Creek and other projects. To accomplish this funding, the shareholders of Goodsprings will exchange their shares for the shares of the Canadian company and will then own approximately 45% ownership in the new company. Goodsprings will continue to manage all of the exploration work on the projects. The Agreement on the Gold Creek Project will remain in Goodsprings.

The transfer of ownership of Goodsprings Development Corporation to a financing group from Toronto, Canada shall be considered an assignment of shares of Goodsprings in order to receive exploration funding as outlined in this letter. This assignment of shares shall not be considered a "sale" of the property as set forth in Section 17 of our "Mining Lease and Option to Purchase Agreement" on the Gold Creek Project, Elko County Nevada" dated April 14, 2006.

Once the share exchange has taken place, any additional claims which may be located by Goodsprings for the Gold Creek Project shall be located in accordance with Section 9 of the "Mining Lease and Option to Purchase Agreement" on the Gold Creek Project, Elko County Nevada." Dated April 14, 2006.

We wanted to explain the situation to you so that there would not be any misunderstanding of our actions. The new company has asked that we write this letter and get your signature acknowledging and accepting the proposed transaction. Thanks for your assistance.

Yours truly,

Ken Brook

Ken Brook, President

Dear Ken:

As the Authorized Agent for the Co-tenants and Happy Tracks Mining Company, I have read the above explanation of the proposed Goodsprings share exchange and agree that this transaction does not constitute a sale of the Gold Creek Project, and that the "due on sale" clause of Section 17 does not apply to this transaction.

AUTHORIZED AGENT FOR HAPPY TRACKS MINING COMPANY and the CO-TENANTS

Per: Gerald A Doyle

Gerald A. Doyle, Authorized Agent

38642-001

DOC # 551631

04/24/2006 12:01 PM

Official Record

Requested By
GERALD DOYLE

Elko County – NV

Jerry D. Reynolds – Recorder

Page 1 of 5 Fee: $18.00

Recorded By: NR RPTT:

551631

APN# N/A

Recording Requested by and Return To:

Name Goodsprings Development corp. C/O Thomas P. Erwin

Address One E. Liberty Street, Suite 424

City/State/Zip Reno, NV. 89501

Memorandum of Lease & option To purchase Agreement

(Title of Document)

This cover page must be typed or printed original

MEMORANDUM OF LEASE AND OPTION TO PURCHASE AGREMENT
And
NOTICE OF NON-REPSONSIBILITY

The undersigned hereby give notice that the Co-Owners, as leases, and Goodsprings Development Corporation, a Nevada Corporation, as lessee, have entered into that certain Mining Lease and Option to Purchase, dated April 15, 2006, of that certain real property situated in Elko County, Nevada, more particularly described as follows:

(see "Exhibit A" attached hereto and made a part hereof)

NOTICE IS HEREBY GIVEN; that Goodsprings Development Corporation inc., will be engaged in lawful business upon the above described property; that three days have not elapsed since the Co-Owners have obtained such knowledge: the Co-Owners will not be responsible for any material used or labor used or to be used therein in the conduct of business on said property, or in the construction of any improvements of any name or nature on or about said property.

Dated this 20th, day of April, 2006.

Lessor:

Gerald A. Doyle

By Gerald A. Doyle

Gerald A. Doyle
Authorized Agent
for the Co-Owners

lessee:

Goodsprings Development Corporation
A Nevada Corporation

by Ken Brook

Ken Brook
President

Gerald A. Doyle

STATE OF NEVADA, COUNTY OF WASHOE

On the 21 day of April, 2006, before me, the undersigned Notary Public personally appeared Gerald A. Doyle. Who acknowledges executing the foregoing instrument.

Notary Public

LISA BARKER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 03-79587-2 - Expires November 15, 2006

Ken Brook

STATE OF NEVADA, COUNTY OF WASHOE

On the 21 day of April, 2006, before me, the undersigned Notary Public, personally appeared Ken Brook President of Goodsprings Development Corporation, who acknowledges that he executed the foregoing instrument, being authorized to do so.

Notary Public

LISA BARKER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 03-79587-2 - Expires November 15, 2006

EXHIBIT A

UNPATENTED LODE MINING CLAIMS

CLAIM NAME	BLM SERIAL No.	ELKO COUNTY FILE No.
CORA ALICE 1	NMC 870567	520920
CORA ALICE 2	NMC 870568	520921
CORA ALICE 3	NMC 860169	520931
CORA ALICE 4	NMC 870569	520922
CORA ALICE 5	NMC 870570	520923
CORA ALICE 6	NMC 860170	520932
CORA ALICE 7	NMC 860171	520933
CORA ALICE 8	NMC 870571	520924
CORA ALICE 9	NMC 860172	520934
CORA ALICE 10	NMC 748919	520935
CORA ALICE 11	NMC 860173	520936
CORA ALICE 12	NMC 860174	520937
CORA ALICE 13	NMC 125886	520938
CORA ALICE 14	NMC 125887	520939
CORA ALICE 16	NMC 860175	520940
CORA ALICE 17	NMC 125890	520941
CORA ALICE 18	NMC 748923	520942
CORA ALICE 23	NMC 860176	520943
CORA ALICE 24	NMC 750492	520944
CORA ALICE 25	NMC 860177	520945
CORA ALICE 31	NMC 860178	520946
CORA ALICE 32	NMC 750494	520947
CORA ALICE 33	NMC 127456	520948
CORA ALICE 34	NMC 860179	520949
CORA ALICE 38	NMC 860180	520950
CORA ALICE 39	NMC 860181	520951
CORA ALICE 40	NMC 860182	520952
CORA ALICE 41	NMC 870572	520925
CORA ALICE 42	NMC 860183	520953
CORA ALICE 43	NMC 860184	520954
CORA ALICE 44	NMC 870573	520926
CORA ALICE 45	NMC 860185	520955
ROSEBUD 1	NMC 870574	520918
ROAEBUD 5	NMC 125870	520928
ROSEBUD 6	NMC 125871	520929
ROSEBUD 8	NMC 860168	520930
ROSEBUD 26	NMC 870575	520919

MEADOWS 1 NMC 125848
MEADOWS 2 NMC 125849

ROSEBUD AND MEADOWS WATER RIGHTS

ROSEBUD WATER RIGHT

Certificate No. 4605

Elko County Records: Document No. 4927-1944

Book 39, Pages 122-139

State of Nevada: Report of Conveyance to Happy Tracks Mining Company: Application Permit No. 13908

Mohawk Springs (Meadows) Water Right

Certificate No. 4471

Elko County Records: Document No. 96055

Book 27, Page 655

State of Nevada: Report of Conveyance to Happy Tracks Mining Company: Application Permit No. 13909

SCHEDULE D

DIAMOND JIM PROJECT DESCRIPTION

NEVADA

The Diamond Jim Project comprises 33 unpatented lode mining claims owned by Joseph F. Cirincione under lease to Goodsprings Development Corporation (the "Diamond Jim Lease"). The Diamond Jim Lease is in good standing with a five year term commencing on December 1, 2006, with an initial rental payment of U.S. $30,000 and further rental payments of U.S. $30,000 on the anniversary date of the lease, and purchase price of U.S. $400,000. There is a 3.0% net smelter return royalty on any production from the Diamond Jim property of which 1/3 may be purchased for U.S. $1,000,000.

SCHEDULE D

DIAMOND JIM PROJECT DESCRIPTION

NEVADA

The Diamond Jim Project comprises 33 unpatented lode mining claims owned by Joseph F. Cirincione under lease to Goodsprings Development Corporation (the "Diamond Jim Lease"). The Diamond Jim Lease is in good standing with a five year term commencing on December 1, 2006, with an initial rental payment of U.S. $30,000 and further rental payments of U.S. $30,000 on the anniversary date of the lease, and purchase price of U.S. $400,000. There is a 3.0% net smelter return royalty on any production from the Diamond Jim property of which 1/3 may be purchased for U.S. $1,000,000.

SCHEDULE E

DIAMOND JIM LEASE

[insert]

Mining Lease and Option to Purchase Agreement

This Mining Lease and Option to Purchase Agreement ("Agreement") is made and entered into by and between Joseph F. Cirincione ("Owner"), and Goodsprings Development Corporation, a Nevada corporation ("GDC").

Recitals

A. Owner owns the Diamond Jim and other unpatented mining claims situated in Elko County, Nevada, which are described in greater detail in Exhibit A attached to and by this reference incorporated in this Agreement and are sometimes referred to in this Agreement as the "Property."

B. Owner desires to lease the Property to GDC and to grant to GDC the option to purchase the Property on the terms and conditions of this Agreement.

Now, therefore, in consideration of their mutual promises, the parties agree as follows:

1. **Definitions.** The following defined terms, wherever used in this Agreement, shall have the meanings described below:

1.1 "Closing" means the delivery and exchange of documents and payments described in Section 5.

1.2 "Closing Date" means the date on which GDC's purchase of the Property is closed in accordance with Section 5.

1.3 "Deed" means the conveyance which Owner is obligated to execute and deliver to GDC on GDC's exercise and closing of the Option in accordance with Section 5.5.

1.4 "Effective Date" means December ~~28~~ 1, 2006. DKB JFC

1.5 "GDC" means Goodsprings Development Corporation, a Nevada corporation, and its successors and assigns.

1.6 "Governmental Regulations" means all directives, laws, orders, ordinances, regulations and statutes of any federal, state or local agency, court or office.

1.7 "Lease Year" means each one (1) year period following the Effective Date and each anniversary of the Effective Date.

1.8 "Minerals" means all minerals and mineral materials, including, without limitation, gold, silver, platinum and platinum group metals, base metals (including, for example, antimony, chromium, cobalt, copper, lead, manganese, mercury, nickel, molybdenum, titanium, tungsten, zinc), and other metals and mineral materials which are on, in or under the Property.

1.9 "Net Smelter Returns" means the net smelter returns from the production of Minerals from the Property as calculated and determined in accordance with Exhibit 1 attached to the Deed.

1.10 "Option" means the option to purchase the Property granted by Owner to GDC in accordance with Section 5.

1.11 "Owner" means Joseph F. Cirincione and his heirs, successors and assigns.

1.12 "Property" means the unpatented mining claims situated in Elko County, Nevada, more particularly described in Exhibit A attached to and by this reference incorporated in this Agreement.

1.13 "Purchase Price" means the purchase price for the Property described in Section 5.

1.14 "Rental Payments" means the rental payments payable by GDC in accordance with Section 4.1.

1.15 "Royalty" means the production royalty payable by GDC to Owner in accordance with Section 4.2.

2. **Lease and Grant of Rights.** Owner leases the Property to GDC and grants GDC the rights and privileges described in this Section.

2.1 Lease. Owner leases the Property to GDC for the purpose of exploration for Minerals, provided, however, that GDC shall have no right to construct, develop or operate a mine on the Property without first having exercised and closed the Option.

2.2 Water Rights. Subject to the regulations of the State of Nevada concerning the appropriation and taking of water, GDC shall have the right to appropriate and use water, to drill wells for the water on the Property and to lay and maintain all necessary water lines as may be required by GDC in its operations on the Property.

3. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire five (5) years after the Effective Date, unless this Agreement is sooner terminated, canceled or extended.

4. **Payments.** GDC shall make the following payments to Owner:

4.1 **Rental Payments.** On the dates described below, GDC shall pay as rent to Owner the sums described below:

Date	Payment Amount
Execution Date	$30,000.00
First anniversary of the Effective Date and each subsequent anniversary of the Effective Date during the term of this Agreement	$30,000.00

The Rental Payments shall not be credited against the Royalty, nor shall the Rental Payments be credited against the Purchase Price.

4.2 **Production Royalty.** GDC shall pay to Owner a production royalty equal to three percent (3%) of the Net Smelter Returns from the production or sale of Minerals from the Property. GDC shall calculate and pay the Royalty in accordance with Exhibit 1 attached to the Deed. GDC shall pay the Royalty within one month after the last day of each month during which GDC sells or ships any Minerals or products of Minerals produced from the Property. GDC shall have the option to purchase all or any part of the Royalty in accordance with the terms of the Deed. GDC shall have the option to purchase one-third (1/3) of the Royalty representing one percent (1%) of the Net Smelter Returns in accordance with the terms of the Deed.

4.3 **Method of Payment.** All payments by GDC to Owner shall be paid by wire transfer or ACH transfer to an account designated by Owner.

5. **Option.** Owner grants to GDC the exclusive right to purchase the Property, subject to the Royalty reserved by Owner and subject to GDC's obligations under the Deed executed and delivered by Owner on the closing of the Option. The Purchase Price for the Property shall be Four Hundred Thousand Dollars ($400,000.00). GDC's payment of the Purchase Price shall not be credited against the Royalty.

5.1 **Notice of Election.** If GDC elects to exercise the Option, GDC shall deliver written notice to Owner. On Owner's receipt of GDC's notice of exercise of the Option, the parties shall make diligent efforts to close the conveyance of the Property within thirty (30) days after Owner's delivery of the notice.

5.2 **Real Property Transfer Taxes.** GDC shall pay the real property transfer taxes, if any, the costs of escrow and all recording costs incurred in closing of the Option.

5.3 **Proration of Taxes.** Payment of any and all state and local real property and personal property taxes levied on the Property and not otherwise provided for in this Agreement shall be prorated between the parties as of the closing of any transaction on the basis of a thirty (30) day month.

5.4 **Payment on Closing.** On closing of the Option, GDC shall pay the Purchase Price to Owner.

5.5 **Conveyance on Closing.** If GDC exercises and closes the Option, Owner shall execute and deliver to GDC the Deed. The parties shall complete the Deed by inserting the description of the Property. Owner and GDC shall execute and deliver such other written assurances and instruments as are reasonably necessary for the purpose of closing the purchase of the Property.

5.6 **Effect of Closing.** On closing of the Option, GDC shall own the Property, subject to the Royalty reserved by Owner and GDC's obligations stated in the Deed.

6. **Compliance With The Law.** GDC shall, at GDC's sole cost, promptly comply with all Governmental Regulations relating to the condition, use or occupancy of the Property by GDC, including but not limited to all exploration and development work performed by GDC during the term of this Agreement. GDC shall, at its sole cost, promptly comply with all applicable Governmental Regulations regarding reclamation of the Property. Owner agrees to cooperate with GDC in GDC's application for governmental licenses, permits and approvals, the costs of which shall be borne by GDC.

7. **GDC's Work Practices and Reporting.**

7.1 **Work Practices.** GDC shall work the Property in a miner-like fashion.

7.2 **Inspection of Data.** During the term of this Agreement, Owner shall have the right to examine and make copies of all data regarding the Property in GDC's possession during reasonable business hours and upon prior notice, provided, however, that the rights of Owner to examine such data shall be exercised in a manner that does not interfere with the operations of GDC.

7.3 **Reports.** On or before March 1 following each Lease Year during which this Agreement is effective, GDC shall deliver to Owner a report of GDC's activities conducted on the Property for the previous Lease Year. The report shall describe GDC's exploration activities, including information about GDC's geological, geochemical and geophysical mapping and surveying of the Property, exploration drilling results and assaying of mineral samples taken from the Property.

8. **Scope of Agreement.** This Agreement shall extend to and include the unpatented mining claims described in Recital A of this Agreement and in the exhibits which are part of this Agreement, but not to any other interests, mining claims and property rights acquired or owned by GDC.

9. Liens and Notices of Notice of Non-Responsibility. GDC agrees to pay all indebtedness and liabilities incurred by or for GDC arising from or relating to GDC's activities on the Property, except that GDC need not discharge or release any such lien, charge or encumbrance so long as GDC is contesting the same in good faith. GDC may grant an encumbrance, lien or security interest in GDC's interest under this Agreement for the purpose of securing financing for GDC's operations or mineral exploration activities.

10. Taxes.

10.1 Real Property Taxes. Owner shall pay any and all taxes assessed and due against the Property before execution of this Agreement. GDC shall pay promptly before delinquency all taxes and assessments, general, special, ordinary and extraordinary, that may be levied or assessed during the term of this Agreement upon the Property. All such taxes for the year in which this Agreement is executed and for the year in which this Agreement terminates shall be prorated between Owner and GDC, except that neither Owner nor GDC shall be responsible for the payment of any taxes which are based upon income, net proceeds, production or revenues from the Property assessed solely to the other party.

10.2 Personal Property Taxes. Each party shall promptly when due pay all taxes assessed against such party's personal property, improvements or structures placed or used on the Property.

10.3 Income Taxes. GDC shall not be liable for any taxes levied on or measured by Owner's income, net proceeds or payments made to Owner under this Agreement or under the Deed.

10.4 Delivery of Tax Notices. If Owner receives tax bills or claims which are GDC's responsibility, Owner shall promptly forward them to GDC for payment.

11. Insurance and Indemnity. GDC shall, at GDC's sole cost, keep in force during this Agreement term a policy of commercial general liability insurance acceptable to and approved by Owner covering general property damage and liability for personal injury and property damage resulting from GDC's activities on the Property. Owner's acceptance and approval of the general liability insurance policy provided by GDC shall not be withheld unreasonably.

12. Property Maintenance.

12.1 Annual Assessment Work. To the extent required by law, beginning with the annual assessment work period of September 1, 2007, to September 1, 2008, and for each subsequent following annual assessment work year commencing during the term of this Agreement, GDC shall perform for the benefit of the Property work of a type customarily deemed applicable as assessment work and of sufficient value to satisfy the annual assessment work requirements of all applicable federal, state and local laws, regulations and ordinances, if any, and shall prepare evidence of the same in form proper for recordation and filing, and shall timely record and/or file such evidence in the appropriate federal, state and local office as required by applicable federal, state and local laws, regulations and ordinances, provided that if GDC elects to terminate this Agreement more than two (2) months before the deadline for performance of annual assessment work for the following annual assessment year, GDC shall have no obligation to perform annual assessment work nor to prepare, record and/or file evidence of the same for the following annual assessment year.

12.2 Federal Mining Claim Maintenance Fees. If under applicable federal laws and regulations federal annual mining claim maintenance fees are required to be paid for the unpatented mining claims which constitute all or part of the Property, beginning with the annual assessment work period of September 1, 2007, to September 1, 2008, GDC shall timely and properly pay the federal annual mining claim maintenance fees, and shall execute and record or file, as applicable, proof of payment of the federal annual mining claim maintenance fees and of Owner's intention to hold the unpatented mining claims which constitute the Property. If GDC elects to terminate this Agreement more than two (2) months before the deadline for payment of the federal annual mining claim maintenance fees for the following annual assessment year, GDC shall have no obligation to pay the federal annual mining claim maintenance fees for the Property for the following assessment year.

13. Amendment of Mining Laws. The parties acknowledge that legislation for the amendment or repeal of the mining laws of the United States applicable to the Property has been, and in the future may be, considered by the United States Congress. The parties desire to insure that any and all interests of the parties in the lands subject to the unpatented mining claims which comprise all or part of the Property, including any rights or interests acquired in such lands under the mining laws as amended, repealed or superseded, shall be part of the Property and shall be subject to the Agreement. If the mining laws applicable to the unpatented mining claims subject to this Agreement are amended, repealed or superseded, the conversion or termination of Owner's interest in the Property pursuant to such amendment, repeal or supersession of the mining laws shall not be considered a deficiency or defect in Owner's title in the Property, and GDC shall have no right or claim against Owner resulting from the conversion, diminution, or loss of Owner's interest in and to the Property, except as expressly provided in this Agreement.

If pursuant to any amendment or supersession of the mining laws Owner is granted the right to convert its interest in the unpatented mining claims comprising the Property to a permit, license, lease, or other right or interest, all converted interests or rights shall be deemed to be part of the Property subject to this Agreement. Upon the grant or issuance of such converted interests or rights, the parties shall execute and deliver an addendum to this Agreement, in recordable form, by which such converted interests or rights are made subject to this Agreement.

14. Relationship of the Parties.

14.1 No Partnership. This Agreement shall not be deemed to constitute any party, in its capacity as such, the partner, agent or legal representative of any other party, or to create any joint venture, partnership, mining partnership or other partnership relationship between the parties.

14.2 Competition. Except as expressly provided in this Agreement, each party shall have the free and unrestricted right independently to engage in and receive the full benefits of any and all business endeavors of any sort outside the Property or outside the scope of this Agreement, whether or not competitive with the endeavors contemplated under this Agreement, without consultation with or participation of the other party. In particular, without limiting the foregoing, neither party to this Agreement shall have any obligation to the other as to any opportunity to acquire any interest, property or right offered to it outside the scope of this Agreement.

15. Inspection. Owner or Owner's duly authorized representatives shall be permitted to enter on the Property and GDC's workings at all reasonable times for the purpose of inspection, but they shall enter on the Property at their own risk and in such a manner which does not unreasonably hinder, delay or interfere with GDC's operations.

16. Title. Owner represents and warrants to GDC as follows: (a) the unpatented mining claims which were located by Owner and which are part of the Property were properly located in accordance with applicable federal and state laws and regulations; (b) the unpatented mining claims which are part of the Property are in good standing; and (c) subject to the paramount title of the United States, the unpatented mining claims are free and clear of adverse claims, liens, or encumbrances. Owner disclaims any representation or warranty concerning the existence or proof of a discovery of locatable minerals on or under the Property. Owner's representations and warranties shall survive GDC's exercise and closing of the Option and recording of the Deed.

17. Covenants, Warranties and Representations. Each of the parties covenants, warrants and represents for itself as follows:

17.1 Compliance with Laws. That it has complied with all applicable laws and regulations of any governmental body, federal, state or local, regarding the terms of and performance of its obligations under this Agreement.

17.2 No Pending Proceedings. That there are no lawsuits or proceedings pending or threatened which affect its ability to perform the terms of this Agreement.

17.3 Costs. That it shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

17.4 Brokers. That it has had no dealings with any agent, broker or finder in connection with this Agreement, and shall indemnify, defend and hold the other party harmless from and against any claims that may be asserted through such party that any agent's broker's or finder's fee is due in connection with this Agreement.

17.5 Patriot Act. That it is not on the Specially Designated National & Blocked Persons List of the Office of Foreign Assets Control of the United States Treasury Department and is not otherwise blocked or banned by any foreign assets office rule or any other law or regulation, including the USA Patriot Act or Executive Order 13224.

18. Termination by Owner. Any failure by GDC to perform any of its covenants, liabilities, obligations or responsibilities under this Agreement shall be a default. Owner may give GDC written notice of a default. If the default is not remedied within thirty (30) days after receipt of the notice, provided the default can reasonably be cured within that time, or, if not, if GDC has not within that time commenced action to cure the same or does not after such commencement diligently prosecute such action to completion, Owner may terminate this Agreement by delivering notice to GDC of Owner's termination of this Agreement. On termination of this Agreement based on GDC's default, within ten (10) days GDC shall execute and deliver to Owner a release and termination of this Agreement in form acceptable for recording.

19. Termination by GDC. GDC may at any time terminate this Agreement by giving written advance notice to Owner. If GDC terminates this Agreement, GDC shall perform all obligations and pay all payments which accrue or become due before the termination date. On GDC's termination of this Agreement, within ten (10) days GDC shall execute and deliver to Owner a release and termination of this Agreement in form acceptable for recording.

20. Surrender of Property. On expiration or termination of this Agreement, GDC shall surrender the Property promptly to Owner and at GDC's sole cost shall remove from the Property all of GDC's buildings, equipment and structures. GDC shall reclaim the Property in accordance with all applicable Governmental Regulations. GDC shall diligently perform reclamation and restoration of the Property such that GDC's reclamation and restoration shall be completed before expiration or termination of this Agreement and not later than the date required under any Governmental Regulations.

21. Data. Within thirty (30) days following termination of this Agreement, GDC shall deliver to Owner copies of all data regarding the Property in GDC's possession at the time of termination which before termination GDC has not furnished to Owner and, at Owner's request, GDC shall deliver to Owner all drilling core, samples and sample splits taken from the Property.

22. Confidentiality. The data and information, including the terms of this Agreement, coming into the parties' possession by virtue of this Agreement shall be deemed confidential and shall not be disclosed to outside third parties except as may be required to publicly record or protect title to the Property or to publicly announce and disclose information under

Governmental Regulations or under the rules and regulations of any stock exchange on which the stock of any party, or the parent or affiliates of any party, is listed. If Owner negotiates for a transfer of all or any portion of its interest in the Property or under this Agreement or negotiates to procure financing or loans relating to the Property, in order to facilitate any such negotiations such party shall have the right to furnish information to third parties, provided that each third party to whom the information is disclosed agrees to maintain its confidentiality in the manner provided in this Section.

23. Assignment.

23.1 GDC's Assignment. GDC may assign or sublease all or any part of its interest in this Agreement or the Property.

23.2 Owner's Assignment. Owner shall have the right to assign, convey, encumber, sublease, grant any concession, or license or otherwise transfer all or any part of its interest in this Agreement or the Property. No change in Ownership of Owner's interest in the Property shall affect GDC's obligations under this Agreement unless and until Owner delivers and GDC receives copies of the documents which demonstrate the change in Ownership of Owner's interest. Until GDC receives Owner's notice and the documents required to be delivered under this Section, GDC may continue to make all payments under this Agreement as if the transfer of Owner's Ownership interest had not occurred. No division of Owner's Ownership as to all or any part of the Property shall enlarge GDC's obligations or diminish GDC's rights under this Agreement.

24. Memorandum Agreement. The parties shall execute and deliver a memorandum of this Agreement. The execution of the memorandum shall not limit, increase or in any manner affect any of the terms of this Agreement or any rights, interests or obligations of the parties.

25. Notices. Any notices required or authorized to be given by this Agreement shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to Owner:

Joseph F. Cirincione
c/o Sandie Maltbie
5210 Terner Way, #132
San Jose, CA 95136

If to GDC: Goodsprings Development Corporation
c/o Doyle Kenneth Brook, Jr.
2305 Pleasure Drive
Reno, NV 89509

26. Binding Effect of Obligations. This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors or assigns.

27. Entire Agreement. The parties agree that the entire agreement between them is written in this Agreement and in a memorandum of agreement of even date. There are no terms or conditions, express or implied, other than expressly stated in this Agreement. This Agreement may be amended or modified only by a written instrument signed by the parties with the same formality as this Agreement.

28. Governing Law and Forum Selection. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action or proceeding concerning the construction, or interpretation of the terms of this Agreement or any claim or dispute between the parties shall be commenced and heard in the Fourth Judicial District Court of the State of Nevada, in and for the County of Elko, Elko, Nevada.

29. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

30. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any Governmental Regulations, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

31. Time of Essence. Time is of the essence in the performance of the parties' obligations under this Agreement.

The parties have executed this Agreement effective as of the Effective Date.

LAURA A. SAMBRANO
COMM. #1525358
Notary Public - California
Santa Clara County
My Comm. Expires Nov. 8, 2008
NR01

Joseph F. Cirincione
Joseph F. Cirincione

Goodsprings Development Corporation

By Doyle Kenneth Brook, Jr.
Doyle Kenneth Brook, Jr., President

KAREN J. STOWELL
Notary Public, State of Nevada
Appointment No. 05-95785-2
My Appt. Expires Apr 29, 2009

STATE OF CALIFORNIA,)
ss.
COUNTY OF SANTA CLARA.)

This Mining Lease and Option to Purchase Agreement was acknowledged before me on December 21, 2006, by Joseph F. Cirincione.

LAURA A. SAMBRANO
COMM. #1525358
Notary Public - California
Santa Clara County
My Comm. Expires Nov. 8, 2008
NR01

Notary Public

STATE OF NEVADA,)
ss.
COUNTY OF WASHOE.)

This Mining Lease and Option to Purchase Agreement was acknowledged before me on December 26, 2006, by Doyle Kenneth Brook, Jr., as President of Goodsprings Development Corporation.

KAREN J. STOWELL
Notary Public, State of Nevada
Appointment No. 05-95785-2
My Appt. Expires Apr 29, 2009

Notary Public

Mining Lease and Option to Purchase Agreement

Exhibit A
Description of Property

[see attached list]

Exhibit A
Description of Property
Elko County, Nevada

Claim Name	BLM NMC Nos.
Pine Ridge Ext.	91999
Pine Ridge # 1 Ext	92000
Pine Ridge # 2 Ext	92001
Pine Ridge # 3 Ext	92002
Pine Ridge # 4 Ext	92003
Pine Ridge # 5 Ext	92004
Pine Ridge # 6 Ext	92005
Pine Ridge # 7 Ext	92006
Pine Ridge # 8 Ext	92007
Pine Ridge # 9 Ext	92008
Pine Ridge # 10 Ext	92009
Pine Ridge # 11 Ext	92010
Pine Ridge # 12 Ext	92011
Pine Ridge # 13 Ext	92012
Pine Ridge # 14 Ext	92013
Pine Ridge # 15 Ext	92014
Pine Ridge # 16 Ext	92015
Pine Ridge # 18 Ext	92016
Pine Ridge # 19 Ext	92017
Hilltop # 2	92018
Hilltop # 5	92019
Hilltop # 6	92020
Mountain View # 4	92021
Mountain View # 7	92022
Diana	92023
DJ # 1	92024
DJ # 2	92025
DJ # 3	92026
DJ # 5	92027
DJ # 6	92028
Tomboy # 5	92029
Tomboy # 1	92030
Tomboy # 4	92031

Mining Lease and Option to Purchase Agreement

Exhibit B
Form of Deed

[see attached Deed]

Assessor's Parcel No. n/a
unpatented mining claims

Mail tax statements to and
recorded at the request of
and when recorded return to:
Goodsprings Development Corporation
c/o Doyle Kenneth Brook, Jr.
2305 Pleasure Drive
Reno, NV 89509

The undersigned affirm that this document contains no social security numbers.

Quitclaim Deed With Reservation of Royalty

This Quitclaim Deed With Reservation of Royalty ("Deed") is made by and between Joseph F. Cirincione ("Owner"), and Goodsprings Development Corporation, a Nevada corporation ("GDC").

Recitals

A. Owner and GDC are parties to the Mining Lease and Option to Purchase Agreement dated effective December 1, 2006 (the "Agreement"), concerning the Diamond Jim and other unpatented mining claims situated in Elko County, Nevada, more particularly described in Exhibit A attached to and by this reference incorporated in this Deed (collectively the "Royalty Property"), in accordance with which Owner agreed to sell to GDC all of Owner's right, title and interest in and to the Royalty Property, subject to Owner's reservation to Owner of the production royalty (the "Royalty") described in this Deed.

B. Owner and GDC have closed the purchase and sale of the Royalty Property in accordance with the Agreement.

In consideration of the parties' rights and obligations under the Agreement, the parties agree as follows:

1. Quitclaim. Owner quitclaims to GDC, and its assigns and successors forever, all of Owner's right, title and interest in the Royalty Property, except and subject to Owner's reserved Royalty and the parties' rights and obligations under this Deed.

2. Royalty. Owner grants, reserves and retains to itself, and Owner's assigns and successors forever, and GDC agrees and covenants to pay to Owner, and Owner's assigns and successors, a production royalty equal to three percent (3%) of the Net Smelter Returns, as calculated and determined in accordance with Exhibit 1 attached to and by this reference incorporated in this Deed. GDC shall have the option and right exercisable at any time to purchase one-third (1/3) of the Royalty representing one percent (1%) of the Net Smelter Returns. The purchase price for one-third (1/3) of the Royalty representing one percent (1%) of the Net Smelter Returns shall be One Million Dollars ($1,000,000.00). If GDC elects to exercise the Royalty option, it shall notify Owner in writing, and on GDC's payment of the purchase price the parties shall execute and deliver an instrument which reflects closing of the Royalty option and the corresponding reduction of the Royalty percentage rate. After closing of the Royalty Option, the Royalty shall be reduced from three percent (3%) to two percent (2%).

2.1 Burden on Royalty Property. The Royalty shall burden and run with the Royalty Property, including any amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Royalty Property. On amendment, conversion to a lease or other form of tenure, relocation or patenting of any of the unpatented mining claims which comprise all or part of the Royalty Property, GDC agrees and covenants to execute, deliver and record in the office of the recorder in which all or any part of the Royalty Property is situated an instrument by which GDC grants to Owner the Royalty and subjects the amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to all of the burdens, conditions, obligations and terms of this Deed.

2.2 Payment of Royalty. GDC shall calculate and pay the Royalty monthly in accordance with the provisions of Exhibit 1. If GDC does not timely pay the Royalty, Owner may give written notice to GDC that GDC is in default of its obligations under this Deed, and unless within five (5) business days following receipt by GDC of such notice Owner receives the delinquent Royalty payment, then GDC shall pay interest on the delinquent payment at the statutory rate determined in accordance with the law of Nevada which shall accrue from the date the delinquent Royalty payment was due to the date of payment of the Royalty and accrued interest.

2.3 Production Records. GDC shall keep true and accurate accounts, books and records of all of its activities, operations and production of minerals on the Royalty Property.

3. Commingling. GDC shall have the right to commingle minerals from the Royalty Property with minerals mined from other properties. Not less than sixty (60) days before commencement of commingling, GDC shall notify Owner and shall deliver to Owner GDC's proposed commingling plan for Owner's review. Before GDC commingles any minerals produced from the Royalty Property with minerals from other properties, the minerals produced from the Royalty Property and other properties shall be measured and sampled in accordance with sound mining and metallurgical practices for metal, commercial minerals and other appropriate content. GDC shall keep detailed accounts and records which show measures, assays of metal, commercial minerals, and other appropriate content and penalty substances, and gross metal content of the minerals. From this information, GDC shall determine the amount of the Royalty due and payable to Owner for minerals produced from the Royalty Property commingled with minerals from other properties.

4. Reports. Not later than March 1 of each year, GDC shall deliver to Owner a summary report of all exploration, development and mining activities and operations conducted by GDC on or relating to the Property during the preceding calendar year. Such report shall include estimates of proposed expenditures upon, anticipated production from, and estimated remaining ore reserves on the Royalty Property for the succeeding year. GDC shall provide Owner reasonable access to all data and information generated regarding the Royalty Property.

5. Inspections. Owner, or its authorized agents or representatives, may enter upon all surface and subsurface portions of the Royalty Property for the purpose of inspecting the Royalty Property and all improvements and operations on the Royalty Property, as well as inspecting and copying all accounts and records, including without limitation such accounts and records which are maintained electronically, pertaining to all activities and operations on or relating to the Royalty Property, the improvements or operations.

6. Compliance with Laws, Reclamation, Environmental Obligations and Indemnities.

6.1 Compliance with Laws. GDC shall at all times comply with all applicable federal, state and local laws, regulations and ordinances relating to GDC's activities and operations on or relating to the Royalty Property.

6.2 Reclamation, Environmental Obligations and Indemnities. GDC shall perform all reclamation required under federal, state and local laws, regulations and ordinances relating to GDC's activities or operations on or relating to the Royalty Property. GDC shall defend, indemnify and hold harmless Owner from and against any and all actions, claims, costs, damages, expenses (including attorney's fees and legal costs), liabilities and responsibilities arising from or relating to GDC's activities or operations on or relating to the Royalty Property, including those under laws, regulations and ordinances intended to protect or preserve the environment or to reclaim the Royalty Property. GDC's obligations under this Section shall survive the abandonment, surrender or transfer of the Royalty Property.

7. Tailings and Residues. All tailings, residues, waste rock, spoiled leach materials and other materials (collectively "Materials") resulting from GDC's operations and activities on the Royalty Property shall be GDC's sole property, but shall remain subject to the Royalty if they are processed or reprocessed and GDC receives revenues from such processing or reprocessing. If Materials are processed or reprocessed, the Royalty payable shall be determined by using the best engineering, metallurgical and technical practices and standards then available.

8. Title Maintenance.

8.1 Title Maintenance and Taxes. GDC shall maintain title to the Royalty Property, including without limitation, paying when due all taxes on or with respect to the Royalty Property and doing all things and making all payments necessary or appropriate to maintain the right, title and interest of GDC and Owner, respectively, in the Royalty Property and under this Deed.

8.2 Assessment Work and Mining Claim Maintenance Fees. GDC shall perform all required assessment work on, pay all mining claim maintenance fees and make such filings and recordings as are necessary to maintain title to the Royalty Property in accordance with applicable federal and state laws and regulations. GDC shall perform the annual assessment work, pay the mining claim maintenance fees and file and record proof of performance and payment and notice of intent to hold the mining claims which constitute the Property.

8.3 Abandonment. If GDC intends to abandon or surrender any of the Royalty Property (the "Abandonment Property"), GDC shall first give notice of such intention to Owner at least sixty (60) days in advance of the proposed date of abandonment or surrender. At any time before the date of GDC's proposed abandonment or surrender of the Royalty Property Owner may deliver notice to GDC that Owner desires GDC to convey the Abandonment Property to Owner. In such case, GDC shall convey the Abandonment

Property to Owner free and clear of any claims, encumbrances or liens created by, through or under GDC. If Owner does not timely request reconveyance of the Abandonment Property, Owner's right to do so shall be irrevocably terminated.

9. General Provisions.

9.1 Conflict. If a conflict arises between the provisions of this Deed and the provisions of the Agreement, the provisions of the Agreement shall prevail.

9.2 Entire Agreement. This Deed and the Agreement constitute the entire agreement between the parties.

9.3 Additional Documents. The parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Deed.

9.4 Binding Effect. All of the covenants, conditions, and terms of this Deed shall bind and inure to the benefit of the parties and their successors and assigns.

9.5 No Partnership. Nothing in this Deed shall be construed to create, expressly or by implication, a joint venture, mining partnership or other partnership relationship between the parties.

9.6 Governing Law. This Deed is to be governed by and construed under the laws of the State of Nevada.

9.7 Time of Essence. Time is of the essence in this Deed.

9.8 Notices. Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to Owner: Joseph F. Cirincione

If to GDC: Goodsprings Development Corporation

This Deed is effective ____________________ , regardless of the date on which the parties execute this Deed.

Goodsprings Development Corporation

Joseph F. Cirincione
Joseph F. Cirincione

By______________________________
Doyle Kenneth Brook, Jr., President

STATE OF California)
ss.
COUNTY OF Santa Clara

This Quitclaim Deed With Reservation of Royalty was acknowledged before me on December 21, 2004, by Joseph F. Cirincione.

LAURA A. SAMBRANO
COMM. #1525358
Notary Public - California
Santa Clara County
My Comm. Expires Nov. 8, 2008
NR01

Notary Public

STATE OF NEVADA,)
ss.
COUNTY OF WASHOE.)

This Quitclaim Deed With Reservation of Royalty was acknowledged before me on ______________________________, by ________________, as ______________ of Goodsprings Development Corporation.

____
Notary Public

EXHIBIT B

DO NOT MARK, PRINT, SIGN OR TYPE OUTSIDE THE LINED MARGIN

Exhibit 1
Net Smelter Returns

Payor: Goodsprings Development Corporation

Recipient: Joseph F. Cirincione

1. **Definitions.** The terms defined in the instrument to which this Exhibit is attached and made part of shall have the same meanings in this Exhibit. The following definitions shall apply to this Exhibit.

1.1 "Gold Production" means the quantity of refined gold outturned to Payor's account by an independent third party refinery for gold produced from the Property during the month on either a provisional or final settlement basis.

1.2 "Gross Value" shall be determined on a month basis and have the following meanings with respect to the following Minerals:

1.2.1 Gold.

(a) If Payor sells gold concentrates, dore or ore, then Gross Value shall be the value of the gold contained in the gold concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such gold concentrates, dore and ore; (2) a reasonable recovery rate for the refined gold recoverable from such gold concentrates, dore and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such gold concentrates, dore and ore); and (3) the Monthly Average Gold Price for the month in which the gold concentrates, dore and ore were sold.

(b) If Payor produces refined gold (meeting the specifications of the London Bullion Market Association, and if the London Bullion Market Association no longer prescribes specifications, the specifications of such other association generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.1(a) above is not applicable, then for purposes of determining Gross Value, the refined gold shall be deemed to have been sold at the Monthly Average Gold Price for the month in which it was refined. The Gross Value shall be determined by multiplying Gold Production during the month by the Monthly Average Gold Price.

1.2.2 Silver.

(a) If Payor sells silver concentrates, dore or ore, then Gross Value shall be the value of the silver contained in the silver concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such silver concentrates, dore and ore; (2) a reasonable recovery rate for the refined silver recoverable from such silver concentrates, dore and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such silver concentrates, dore and ore); and (3) the Monthly Average Silver Price for the month in which the silver concentrates, dore and ore were sold.

(b) If Payor produces refined silver (meeting the specifications for refined silver subject to the New York Silver Price published by Handy & Harmon, and if Handy & Harmon no longer publishes such specifications, the specifications of such other association or entity generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.2(a) above is not applicable, the refined silver shall be deemed to have been sold at the Monthly Average Silver Price for the month in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the month by the Monthly Average Silver Price.

1.2.3 All Other Minerals.

(a) If Payor sells any concentrates, dore or ore of Minerals other than gold or silver, then Gross Value shall be the value of such Minerals determined by utilizing: (1) the mine weights and assays for such Minerals; (2) a reasonable recovery rate for the Minerals (which shall be adjusted annually to reflect the actual recovery rate of recovered or refined metal or product from such Minerals); and (3) the monthly average price for the Minerals or product of the Minerals for the month in which the concentrates, dore or ore was sold. The monthly average price shall be determined by reference to the market for such Minerals or product which is recognized in the mining industry as authoritative and reflective of the market for such Minerals or product.

(b) If Payor produces refined or processed metals from Minerals other than refined gold or refined silver, and if Section 1.2.3(a) above is not applicable, then Gross Value shall be equal to the amount of the proceeds received by Payor during the month from the sale of such refined or processed metals. Payor shall have the right to sell such refined or processed metals to an affiliated party, provided that such sales shall be considered, solely for purposes of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

1.3 "Minerals" means gold, silver, platinum, antimony, mercury, copper, lead, zinc, and all other mineral elements and mineral compounds, and geothermal resources, which are contemplated to exist on the Property or which are after the Effective Date discovered on the Property and which can be extracted, mined or processed by any method presently known or developed or invented after the Effective Date.

1.4 "Monthly Average Gold Price" means the average London Bullion Market Association Afternoon Gold Fix, calculated by dividing the sum of all such prices reported for the month by the number of days for which such prices were reported during that month. If the London Bullion Market Association Afternoon Gold Fix ceases to be published, all such references shall be replaced with references to prices of gold for immediate sale in another established marked selected by Payor, as such prices are published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

1.5 "Monthly Average Silver Price" means the average New York Silver Price as published daily by Handy & Harmon, calculated by dividing the sum of all such prices reported for the month by the number of days in such month for which such prices were reported. If the Handy & Harmon quotations cease to be published, all such references shall be replaced with references to prices of silver for immediate sale in another established market selected by Payor as published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

1.6 "Net Smelter Returns" means the Gross Value of all Minerals, less the following costs, charges and expenses paid or incurred by Payor with respect to the refining and smelting of such Minerals:

1.6.1 Charges for smelting and refining (including sampling, assaying and penalty charges), but not any charges or costs of agglomeration, beneficiation, crushing, extraction, milling, mining or other processing; and

1.6.2 Actual costs of transportation (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation) of concentrates or dore metal from the Property to the smelter or refinery, but not any charges or costs of transportation of Minerals or ores from any mine on the Property to an autoclave, concentrator, crusher, heap or other leach process, mill or plant which is not a smelter or refinery.

1.7 "Property" means the real property described in the instrument to which these Net Smelter Returns provisions are attached and made a part.

1.8 "Silver Production" means the quantity of refined silver outturned to Payor's account by an independent third-party refinery for silver produced from the Property during the month on either a provisional or final settlement basis.

2. Payment Procedures.

2.1 Accrual of Obligation. Payor's obligation to pay the royalty shall accrue and become due and payable upon the sale or shipment from the Property of unrefined metals, dore metal, concentrates, ores or other Minerals or Minerals products or, if refined metals are produced, upon the outturn of refined metals meeting the requirements of the specified published price to Payor's account.

2.2 Futures or Forward Sales, Etc.. Except as provided in Sections 1.2.1(a), 1.2.2(a) and 1.2.3 (a) (regarding sales of unprocessed gold and silver and sales of Minerals other than gold and silver), Gross Value shall be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Payor, specifically including but not limited to forward sales, futures trading or commodities options trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals produced from Minerals.

2.3 Monthly Calculations and Payments. Net Smelter Returns royalties shall be determined on a monthly basis. Payor shall pay Payor each monthly royalty payment on or before the last business day of the month immediately following the month in which the royalty payment obligation accrued. Payor acknowledges that late payment by Payor to Recipient of royalty payments will cause Recipient to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any amount due and payable by Payor is not received by Recipient within ten (10) days after such amount is due, then Payor shall pay to Recipient a late charge equal to ten percent (10%) of such overdue amount. Recipient's acceptance of such late charge shall not constitute a waiver of Payor' default with respect to such overdue amount, nor prevent Recipient from exercising any of Recipient's other rights and remedies. If any amount payable by Payor remains delinquent for a period in excess of thirty (30) days, Payor shall pay to Recipient, in addition to the late payment, interest from and after the due date at the statutory interest rate.

2.4 Statements. At the time of payment of the royalty, Payor shall accompany such payment with a statement which shows in detail the quantities and grades of refined gold, silver or other metals or dore, concentrates or ores produced and sold or deemed sold by Payor in the preceding month; the Monthly Average Gold Price and Monthly Average Silver Price, as applicable; costs and other deductions, and other pertinent information in detail to explain the calculation of the payment with respect to such month. Payment shall be made to the address provided in the agreement or instrument to which this Exhibit is attached for purposes of notices or by wire transfer to an account which Recipient designates.

2.5 Inventories and Stockpiles. Payor shall include in all monthly statements a description of the quantity and quality of any gold or silver dore that has been retained as inventory for more than ninety (90) days. Recipient shall have thirty (30) days after receipt of the statement to either: (a) elect that the dore be deemed sold, with Gross Value to be determined as provided in Sections 1.2.1 (b), with respect to gold, and 1.2.2(b), with respect to silver, as of such thirtieth (30th) day utilizing the mine weights and assays for such dore and utilizing a reasonable recovery rate for refined metal and reasonable deemed charges for all deductions which Payor is authorized to take, or (b) elect to wait until such time as the royalty payment otherwise would become payable pursuant to Sections 1.2.1(b) and 1.2.2(b). The Payor's failure to respond within such time shall be deemed to be an election to use the methods described in Sections 1.2.1(b) and 1.2.2(b).

2.6 Audit. Upon reasonable notice and at a reasonable time, the Recipient shall have the right to audit and examine the Payor's accounts and records relating to the calculation of the Net Smelter Returns royalty payments. If such audit determines that there has been a deficiency or an excess in the payment made to Recipient, such deficiency or excess shall be resolved by adjusting the next monthly royalty payment due Recipient. Recipient shall pay all costs of such audit unless a deficiency of three percent (3%) or more of the royalty payment due for the calendar month in question is determined to exist. All books and records used by Payor to calculate the royalty payments shall be kept in accordance with generally accepted accounting principles applicable to the mining industry.

DOC # 565627
01/03/2007 11:13 AM
Official Record
Requested By
GOODSPRINGS DEVELOPMENT CORP.
Elko County – NV
Jerry D. Reynolds – Recorder
Page 1 of 3 Fee: $16.00
Recorded By: NR RPTT:

Assessor's Parcel No. n/a
unpatented mining claims

Mail tax statements to and
recorded at the request of
and when recorded return to:
Goodsprings Development Corporation
c/o Doyle Kenneth Brook, Jr.
2305 Pleasure Drive
Reno, NV 89509

The undersigned affirm that this document
contains no social security numbers.

Memorandum of Mining Lease and Option to Purchase Agreement

This Memorandum of Mining Lease and Option to Purchase Agreement ("Memorandum") is made and entered into by and between Joseph F. Cirincione ("Owner"), and Goodsprings Development Corporation, a Nevada corporation ("GDC").

Notice is given that Owner and GDC have entered into the Mining Lease and Option to Purchase Agreement dated effective December 1, 2006, in accordance with which Owner has leased to GDC the Diamond Jim and other unpatented mining claims situated in Elko County, Nevada, more particularly described in Exhibit A attached to and by this reference incorporated in this Memorandum. Owner has also granted to GDC the option to purchase the property subject to the Agreement.

For purposes of this Agreement and this Memorandum, the parties addresses are:

If to Owner:

Joseph F. Cirincione
c/o Sandie Maltbie
5210 Terner Way, #132
San Jose, CA 95136

DO NOT MARK, PRINT, SIGN OR TYPE OUTSIDE THE LINED MARGIN

If to GDC: Goodsprings Development Corporation
c/o Doyle Kenneth Brook, Jr.
2305 Pleasure Drive
Reno, NV 89509

Dated effective December 1, 2006.

Goodsprings Development Corporation

Joseph F. Cirincione
Joseph F. Cirincione

By Doyle Kenneth Brook, Jr.
Doyle Kenneth Brook, Jr., President

STATE OF CALIFORNIA,)
ss.
COUNTY OF SANTA CLARA.)

This Memorandum of Mining Lease and Option to Purchase Agreement was acknowledged before me on December 21, 2006, by Joseph F. Cirincione.

LAURA A. SAMBRANO
COMM. #1525358
Notary Public - California
Santa Clara County
My Comm. Expires Nov. 8, 2008
NR01

Notary Public

STATE OF NEVADA,)
ss.
COUNTY OF WASHOE.)

This Mining Lease and Option to Purchase Agreement was acknowledged before me on December 26, 2006, by Doyle Kenneth Brook, Jr., as President of Goodsprings Development Corporation.

Karen J. Stowell
Notary Public

KAREN J. STOWELL
Notary Public, State of Nevada
Appointment No. 05-95785-2
My Appt. Expires Apr 29, 2009

DO NOT MARK, PRINT, SIGN OR TYPE OUTSIDE THE LINED MARGIN

Exhibit A
Description of Property
Elko County, Nevada

Claim Name	BLM NMC Nos.
Pine Ridge Ext.	91999
Pine Ridge # 1 Ext	92000
Pine Ridge # 2 Ext	92001
Pine Ridge # 3 Ext	92002
Pine Ridge # 4 Ext	92003
Pine Ridge # 5 Ext	92004
Pine Ridge # 6 Ext	92005
Pine Ridge # 7 Ext	92006
Pine Ridge # 8 Ext	92007
Pine Ridge # 9 Ext	92008
Pine Ridge # 10 Ext	92009
Pine Ridge # 11 Ext	92010
Pine Ridge # 12 Ext	92011
Pine Ridge # 13 Ext	92012
Pine Ridge # 14 Ext	92013
Pine Ridge # 15 Ext	92014
Pine Ridge # 16 Ext	92015
Pine Ridge # 18 Ext	92016
Pine Ridge # 19 Ext	92017
Hilltop # 2	92018
Hilltop # 5	92019
Hilltop # 6	92020
Mountain View # 4	92021
Mountain View # 7	92022
Diana	92023
DJ # 1	92024
DJ # 2	92025
DJ # 3	92026
DJ # 5	92027
DJ # 6	92028
Tomboy # 5	92029
Tomboy # 1	92030
Tomboy # 4	92031

SCHEDULE F

CONSULTING CONTRACT AGREEMENT

THIS AGREEMENT is made as of this 1st day of January, 2007

B E T W E E N:

GOODSPRINGS DEVELOPMENT CORPORATION., a corporation incorporated under the laws of the state of Nevada (hereafter called "GOODSPRINGS"),

\- and -

DESERT VENTURES INC., a corporation incorporated under the laws of the state of Nevada (hereafter called "DVENTURES"),

RECITALS:

A. GOODSPRINGS is engaged in the exploration and development of precious and base metal resource properties in Nevada.

B. GOODSPRINGS desires DVENTURES to enter into a contract with GOODSPRINGS to provide consulting services for the period provided in this Agreement in accordance with the terms and conditions set forth below.

C. DVENTURES is willing to accept a contract with GOODSPRINGS on the basis of such terms and conditions.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), the parties covenant and agree as follows:

1. **Consulting Contract**

GOODSPRINGS hereby retains DVENTURES to provide consulting services and DVENTURES hereby accepts this consulting contract with GOODSPRINGS, for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth.

2. **Term of Consulting Contract**

Unless earlier terminated as hereinafter provided, the term of the subject consulting contract under this Agreement shall be for a period beginning January 1, 2007 (the "Contract Date") and ending January 1, 2008 (such period referred to as the "Initial Year"). Unless earlier terminated as hereinafter provided, the term of this Agreement shall be automatically extended on a year-to-year basis (January 1 through December 31 of each successive year) (such one-year periods referred to as "Additional Years") upon the expiration of the Initial Year or any Additional Year, unless prior to the commencement of a 90-day period expiring at the end of the Initial Year or any Additional Year, GOODSPRINGS or DVENTURES shall have given written notice to the other stating that the term of this Agreement shall not be extended. For purposes of this Agreement, the term "Contract Year" shall mean the Initial Year and all Additional Years occurring while this Agreement remains in effect.

3. **Duties and Responsibilities**

DVENTURES shall provide geological services which shall included liaising with management with respect to the formulation of geological programs and establishment of program budgets, procurement of geological service contractors and implementation and monitoring of geological programs.

DVENTURES shall provide such other services as may from time to time be agreed. During the term of this agreement DVENTURES shall perform its duties in a faithful and diligent manner.

4. **Consulting Fee & Expense Reimbursement**

GOODSPRINGS shall pay DVENTURES a consulting fee with respect to each Contract Year. The Contract Fee for each year subsequent to the first Contract Year shall be established by the Compensation Committee of the Board of Directors not less than 90 days prior to the commencement of the Contract Year. The Contract Fee for the initial Contract Year shall be US$2,500 per month payable monthly on the 1st day of each month.

GOODSPRINGS shall reimburse DVENTURES for all reasonable out-of-pocket business expenses incurred upon presentation of supporting invoices.

5. **Right of First Refusal**

As further consideration for entering into the Agreement, DVENTURES hereby agrees as follows:

(a) If at any time until December 31, 2008, DVENTURES stakes or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within the State of Nevada, DVENTURES shall forthwith give notice to GOODSPRINGS and its successors and assigns (collectively, "GOODSPRINGS") of that staking or acquisition, the total cost thereof and all details in the possession of that party with respect to the details of the acquisition, the nature of the property and the known mineralization.

(b) Within 30 days of receipt of DVENTURES's notice, GOODSPRINGS may elect, by notice to DVENTURES, to acquire such mineral properties.

(c) If the election aforesaid is made, GOODSPRINGS shall reimburse DVENTURES for the cost of acquisition within such 30 day period in cash by certified funds unless otherwise agreed.

For greater certainty, the rights of first refusal granted herein shall survive any termination of this Agreement on any basis whatsoever.

6. **Right of First Opportunity**

As further consideration for entering into the Agreement, DVENTURES hereby agrees if at any time in the period from January 1, 2009 to December 31, 2009, DVENTURES owns, stakes or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within the State of Nevada (a “DVENTURES PROPERTY INTEREST”), and if DVENTURES seeks to option, joint venture or otherwise dispose of all or a portion of such DVENTURES PROPERTY INTEREST, DVENTURES shall first offer the DVENTURES PROPERTY INTEREST to GOODSPRINGS by notice in writing (the "Offering Notice") which notice shall set forth the terms and conditions and the sale price for the DVENTURES PROPERTY INTEREST. GOODSPRINGS shall have 30 days from the date the Offering Notice is given:

(a) to agree by notice to DVENTURES that it will purchase the DVENTURES PROPERTY INTEREST on the terms and conditions of this section; or

(b) to agree by notice to DVENTURES that DVENTURES may sell the DVENTURES PROPERTY INTEREST to a third party.

If no notice is given by GOODSPRINGS in accordance with subsection (a) or (b) within such 30 day period, GOODSPRINGS shall be deemed to have given notice in accordance with subsection (b).

If GOODSPRINGS agrees to purchase the DVENTURES PROPERTY INTEREST in accordance with subsection (a), the purchase and sale of the DVENTURES PROPERTY INTEREST shall be completed within 90 days after the date upon which the Offering Notice was given.

If GOODSPRINGS agrees or is deemed to have agreed that DVENTURES may sell the DVENTURES PROPERTY INTEREST in accordance with subsection (b), then for a period of 60 days following such agreement or deemed agreement, DVENTURES shall have the right to sell the DVENTURES PROPERTY INTEREST to a third party on terms and conditions and at a purchase price no more favourable to such third party than those upon which GOODSPRINGS would have been entitled to purchase the DVENTURES PROPERTY INTEREST hereunder. If the DVENTURES PROPERTY INTEREST is not sold on such terms and conditions during such 60 day period, DVENTURES may not sell the DVENTURES PROPERTY INTEREST without first offering them again to GOODSPRINGS pursuant to this section and so on from time to time.

For greater certainty, the rights of first opportunity granted herein shall survive any termination of this Agreement on any basis whatsoever, and shall remain in effect for the period noted above.

7. **Termination of the Agreement**

(a) By GOODSPRINGS for any reason: This agreement may be terminated by GOODSPRINGS at any time by providing notice that the agreement is terminated effective immediately and by payment to DVENTURES of an amount equal to the Contract Fee for three (3) months from the date of termination, calculated at the rate of the then current Contract Year, payable in one lump sum on the date of termination.

(b) By DVENTURES for any reason: This agreement may be terminated by DVENTURES at any time and for any reason by providing 30 days' notice to the Board.

8. **Notices**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class mail, postage prepaid, if to GOODSPRINGS, at GOODSPRINGS's principal place of business, and if to DVENTURES, at DVENTURES's address most recently filed with GOODSPRINGS, or to such other address or addresses as either party shall have designated in writing to the other party hereto.

9. **Secrecy and Exclusivity**

DVENTURES will not at any time, without the prior written consent of GOODSPRINGS, disclose to any person, except in the necessary course of its duties hereunder, any confidential information with respect to GOODSPRINGS or its affiliates by him in the course of his duties herein.

The term "confidential information" as used in this Agreement shall include, but shall not be limited to, technical data, exploration strategies, details with respect to option and joint venture partners and similar information.

10. **Governing Laws**

This Agreement shall be governed by and construed in accordance with the laws in force in the State of Nevada.

11. **Entire Agreement**

This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof and thereof.

12. **Modifications**

This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

DESERT VENTURES INC.

By: ______________________________

GOODSPRINGS DEVELOPMENT CORPORATION

By: ______________________________

SCHEDULE G

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of this 1st day of January, 2007

BETWEEN:

GOODSPRINGS DEVELOPMENT CORPORATION, a corporation incorporated under the laws of the State of Nevada (hereafter called "GOODSPRINGS"),

- and -

KEN BROOK, of the City of Reno in the State of Nevada (hereafter called "BROOK").

RECITALS:

A. GOODSPRINGS is engaged in the exploration and development of precious and base metal resource properties in Nevada.

B. GOODSPRINGS desires BROOK to enter into an employment contract with GOODSPRINGS to provide geological and management support for the period provided in this Agreement in accordance with the terms and conditions set forth below.

C. BROOK is willing to accept a contract with GOODSPRINGS on the basis of such terms and conditions.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), the parties covenant and agree as follows:

1. **Consulting Contract**

GOODSPRINGS hereby employs BROOK on the terms provided for herein and BROOK hereby accepts such employment with GOODSPRINGS, for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth. Pursuant to employment with Goodsprings, BROOK shall serve in the general capacity of President of GOODSPRINGS and Vice President Exploration of the public company which is in the process of purchasing the outstanding shares of GOODSPRINGS.

2. **Term of Consulting Contract**

Unless earlier terminated as hereinafter provided, the term of this Agreement shall be for a period beginning January 1, 2007 (the "Contract Date") and ending January 1, 2008 (such period referred to as the "Initial Year"). Unless earlier terminated as hereinafter provided, the term of this Agreement shall be automatically extended on a year-to-year basis (January 1 through December 31 of each successive year) (such one-year periods referred to as "Additional Years") upon the expiration of the Initial Year or any Additional Year, unless prior to the commencement of a 90-day period expiring at the end of the Initial Year or any Additional Year, GOODSPRINGS or BROOK shall have given written notice to the other stating that the term of this Agreement shall not be extended. For purposes of this Agreement, the term "Contract Year" shall mean the Initial Year and all Additional Years occurring while this Agreement remains in effect.

3. **Duties and Responsibilities**

BROOK shall have such duties and powers as are normally performed and enjoyed by a President of a private junior resource company, which shall include but shall not be limited to the following:

- BROOK will develop and closely monitor exploration budgets within guidelines provided by the board of directors of GOODSPRINGS.

- BROOK will implement quality control procedures to exploration best practice standards, including verifying and validating the work of others, so that he can act as a Qualified Person for the purposes of technical disclosure in conformance with National Instrument 43-101.

- BROOK will obtain, supervise and ensure the proper technical and professional qualifications and performance of all necessary personnel to carry out GOODSPRINGS's exploration programs.

- BROOK will ensure that program planning and implementation will be done in an environmentally sound manner, with due consideration for a safe and healthy workplace and compliance with applicable laws and regulations. Efforts will be made to ensure contractors performing services for GOODSPRINGS adhere to the laws and regulations and GOODSPRINGS standards as well.

- BROOK, within the terms of the GOODSPRINGS's disclosure policy, will act as a contact point for technical information about GOODSPRINGS's activities.

BROOK shall have such other duties and powers as may from time to time be assigned to or vested in him by GOODSPRINGS with his consent, subject always to the control and direction of the board of directors of GOODSPRINGS.

During the term of this agreement BROOK shall perform his duties in a faithful and diligent manner to the best of his ability and shall devote his best efforts to GOODSPRINGS. It is understood that BROOK currently has, and from time to time, will have, other activities in the mining industry, including other management and/or board director activities and consulting activities. BROOK will immediately provide notice to the corporate secretary of GOODSPRINGS of any possible conflicts of interest.

4. **Compensation**

As compensation for the satisfactory performance by BROOK of the services to be delivered by BROOK hereunder, BROOK will be entitled to the following:

(a) a monthly consulting fee as set out in Section 5 hereof; and

(b) management incentive options and bonuses as set out in Section 6 hereof.

5. **Consulting Fee**

GOODSPRINGS shall pay BROOK a consulting fee with respect to each Contract Year. The Contract Fee for each year subsequent to the first Contract Year shall be established by the Compensation Committee of the Board of Directors not less than 90 days prior to the commencement of the Contract Year. The Contract Fee for the initial Contract Year shall be US$10,000 per month payable monthly on the 1st day of each month.

6. **Right of First Refusal**

As further consideration for entering into the Agreement, BROOK hereby agrees as follows:

(d) If at any time until December 31, 2008, BROOK stakes or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within the State of Nevada, BROOK shall forthwith give notice to GOODSPRINGS and its successors and assigns (collectively, "GOODSPRINGS") of that staking or acquisition, the total cost thereof and all details in the possession of that party with respect to the details of the acquisition, the nature of the property and the known mineralization.

(e) Within 30 days of receipt of BROOK's notice, GOODSPRINGS may elect, by notice to BROOK, to acquire such mineral properties.

(f) If the election aforesaid is made, GOODSPRINGS shall reimburse BROOK for the cost of acquisition within such 30 day period in cash by certified funds unless otherwise agreed.

For greater certainty, the rights of first refusal granted herein shall survive any termination of this Agreement on any basis whatsoever and shall remain in effect for the period noted above.

7. **Right of First Opportunity**

As further consideration for entering into the Agreement, BROOK hereby agrees if at any time in the period from January 1, 2009 to December 31, 2009, BROOK owns, stakes or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within the State of Nevada (a "BROOK PROPERTY INTEREST"), and if BROOK seeks to option, joint venture or otherwise dispose of all or a portion of such BROOK PROPERTY INTEREST, BROOK shall first offer the BROOK PROPERTY INTEREST to GOODSPRINGS by notice in writing (the "Offering Notice") which notice shall set forth the terms and conditions and the sale price for the BROOK PROPERTY INTEREST. GOODSPRINGS shall have 30 days from the date the Offering Notice is given:

(a) to agree by notice to BROOK that it will purchase the BROOK PROPERTY INTEREST on the terms and conditions of this section; or

(b) to agree by notice to BROOK that BROOK may sell the BROOK PROPERTY INTEREST to a third party.

If no notice is given by GOODSPRINGS in accordance with subsection (a) or (b) within such 30 day period, GOODSPRINGS shall be deemed to have given notice in accordance with subsection (b).

If GOODSPRINGS agrees to purchase the BROOK PROPERTY INTEREST in accordance with subsection (a), the purchase and sale of the BROOK PROPERTY INTEREST shall be completed within 90 days after the date upon which the Offering Notice was given.

If GOODSPRINGS agrees or is deemed to have agreed that BROOK may sell the BROOK PROPERTY INTEREST in accordance with subsection (b), then for a period of 60 days following such agreement or deemed agreement, BROOK shall have the right to sell the BROOK PROPERTY INTEREST to a third party on terms and conditions and at a purchase price no more favourable to such third party than those upon which GOODSPRINGS would have been entitled to purchase the BROOK PROPERTY INTEREST hereunder. If the BROOK PROPERTY INTEREST is not sold on such terms and conditions during such 60 day period, BROOK may not sell the BROOK PROPERTY INTEREST without first offering them again to GOODSPRINGS pursuant to this section and so on from time to time.

For greater certainty, the rights of first opportunity granted herein shall survive any termination of this Agreement on any basis whatsoever, and shall remain in effect for the period noted above.

8. Management Incentive Options and Bonuses

BROOK shall be entitled to management incentive options of the public parent company of GOODSPRINGS and cash bonuses from time to time for the achievement of specific corporate objectives as directed by the Board of Directors of GOODSPRINGS and agreed to by BROOK.

All management incentive options and cash bonuses are subject to the rules and regulations of applicable securities laws and stock exchange by-laws.

9. **Expense Reimbursement**

GOODSPRINGS shall reimburse BROOK for all reasonable out-of-pocket business expenses incurred upon presentation of supporting invoices.

10. **Termination of the Agreement**

(a) By GOODSPRINGS for any reason: This agreement may be terminated by GOODSPRINGS at any time by providing notice that the agreement is terminated effective immediately and by payment to BROOK of an amount equal to the Contract Fee for three (3) months from the date of termination, calculated at the rate of the then current Contract Year, payable in one lump sum on the date of termination.

(b) By BROOK for good reason: This agreement may be terminated by BROOK for good reason if, without its consent, there is (i) a material reduction in the duties and responsibilities of BROOK as outlined in Section 3 hereof, or (ii) breach by GOODSPRINGS of any material provision of this agreement without the breach being remedied within 30 days after notice thereof has been received by GOODSPRINGS, or (iii) a breach of securities law by any member of management of GOODSPRINGS or any member of the Board of Directors of GOODSPRINGS. Upon such termination, GOODSPRINGS shall pay to BROOK an amount equal to the Contract Fee for three (3) months from the date of termination, calculated at the rate of the then current Contract Year, payable in one lump sum on the date of termination

(c) By BROOK for any reason: This agreement may be terminated by BROOK at any time and for any reason by providing 30 days' notice to the Board.

11. **Notices**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class mail, postage prepaid, if to GOODSPRINGS, at GOODSPRINGS's principal place of business, and if to BROOK, at BROOK's address most recently filed with GOODSPRINGS, or to such other address or addresses as either party shall have designated in writing to the other party hereto.

12. **Consent by BROOK for Use of Name**

Any and all mention of BROOK in any verbal, visual or written communication of any kind by GOODSPRINGS or it's agents must have written approval of BROOK prior to its release, posting or use.

13. **Secrecy and Exclusivity**

BROOK will not at any time, without the prior written consent of GOODSPRINGS, disclose to any person, except in the necessary course of his duties as an officer of GOODSPRINGS, any confidential information with respect to GOODSPRINGS or its affiliates by him in the course of his duties herein.

The term "confidential information" as used in this Agreement shall include, but shall not be limited to, technical data, exploration strategies, details with respect to option and joint venture partners and similar information.

14. **Governing Laws**

This Agreement shall be governed by and construed in accordance with the laws in force in the State of Nevada.

15. **Entire Agreement**

This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof and thereof.

16. **Modifications**

This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

WITNESS: ______________________________	)	
(Signature)	)	
	)	By: ______________________________
NAME: ______________________________	)	KEN BROOK
(Please Print)	)	
	)	

GOODSPRINGS DEVELOPMENT CORPORATION

By: ______________________________

SCHEDULE H

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of this 1st day of February, 2007

BETWEEN:

GOODSPRINGS DEVELOPMENT CORPORATION, a corporation incorporated under the laws of the State of Nevada (hereafter called "GOODSPRINGS"),

- and -

JOHN SCHAFF, of the City of Reno in the State of Nevada (hereafter called "SCHAFF").

RECITALS:

D. GOODSPRINGS is engaged in the exploration and development of precious and base metal resource properties in Nevada.

E. GOODSPRINGS desires SCHAFF to enter into an employment contract with GOODSPRINGS to provide geological support for the period provided in this Agreement in accordance with the terms and conditions set forth below.

F. SCHAFF is willing to accept a contract with GOODSPRINGS on the basis of such terms and conditions.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), the parties covenant and agree as follows:

1. **Consulting Contract**

GOODSPRINGS hereby employs SCHAFF on the terms provided for herein and SCHAFF hereby accepts such employment with GOODSPRINGS, for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth.

2. **Term of Consulting Contract**

Unless earlier terminated as hereinafter provided, the term of this Agreement shall be for a period beginning February 1, 2007 (the "Contract Date") and ending January 1, 2008 (such period referred to as the "Initial Year"). Unless earlier terminated as hereinafter provided, the term of this Agreement shall be automatically extended on a year-to-year basis (January 1 through December 31 of each successive year) (such one-year periods referred to as "Additional Years") upon the expiration of the Initial Year or any Additional Year, unless prior to the commencement of a 90-day period expiring at the end of the Initial Year or any Additional Year, GOODSPRINGS or SCHAFF shall have given written notice to the other stating that the term of this Agreement shall not be extended. For purposes of this Agreement, the term "Contract Year" shall mean the Initial Year and all Additional Years occurring while this Agreement remains in effect.

3. **Duties and Responsibilities**

SCHAFF shall have such duties as are normally performed and enjoyed by geological exploration staff of a private junior resource company, subject always to the control and direction of the President of GOODSPRINGS.

During the term of this agreement SCHAFF shall perform his duties in a faithful and diligent manner to the best of his ability and shall devote his best efforts to GOODSPRINGS. It is understood that SCHAFF currently has, and from time to time, will have, other activities in the mining industry, including other management and/or board director activities and consulting activities. SCHAFF will immediately provide notice to the corporate secretary of GOODSPRINGS of any possible conflicts of interest.

4. **Compensation**

As compensation for the satisfactory performance by SCHAFF of the services to be delivered by SCHAFF hereunder, SCHAFF will be entitled to the following:

(c) a monthly consulting fee as set out in Section 5 hereof; and

(d) management incentive options and bonuses as set out in Section 6 hereof.

5. **Consulting Fee**

GOODSPRINGS shall pay SCHAFF a consulting fee with respect to each Contract Year. The Contract Fee for each year subsequent to the first Contract Year shall be established by the Compensation Committee of the Board of Directors not less than 90 days prior to the commencement of the Contract Year. The Contract Fee for the initial Contract Year shall be US$400 per day payable monthly on the 1st day of each month.

6. **Right of First Refusal**

As further consideration for entering into the Agreement, SCHAFF hereby agrees during the term of his employment and for a period of six months thereafter as follows:

(a) If SCHAFF stakes or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within the State of Nevada, SCHAFF shall forthwith give notice to GOODSPRINGS and its successors and assigns (collectively, "GOODSPRINGS") of that staking or acquisition, the total cost thereof and all details in the possession of that party with respect to the details of the acquisition, the nature of the property and the known mineralization.

(b) Within 30 days of receipt of SCHAFF's notice, GOODSPRINGS may elect, by notice to SCHAFF, to acquire such mineral properties.

(c) If the election aforesaid is made, GOODSPRINGS shall reimburse SCHAFF for the cost of acquisition within such 30 day period in cash by certified funds unless otherwise agreed.

For greater certainty, the rights of first refusal granted herein shall survive any termination of this Agreement on any basis whatsoever, and shall remain in effect for the period noted above.

7. Management Incentive Options and Bonuses

SCHAFF shall be entitled to management incentive options of the public parent company of GOODSPRINGS and cash bonuses from time to time for the achievement of specific corporate objectives as directed by the Board of Directors of GOODSPRINGS and agreed to by SCHAFF.

All management incentive options and cash bonuses are subject to the rules and regulations of applicable securities laws and stock exchange by-laws.

8. **Expense Reimbursement**

GOODSPRINGS shall reimburse SCHAFF for all reasonable out-of-pocket business expenses incurred upon presentation of supporting invoices.

9. **Termination of the Agreement**

(a) By GOODSPRINGS for any reason: This agreement may be terminated by GOODSPRINGS at any time by providing notice that the agreement is terminated effective immediately and by payment to SCHAFF of an amount equal to the Contract Fee for three (3) months from the date of termination, calculated at the rate of the then current Contract Year, payable in one lump sum on the date of termination.

(b) By SCHAFF for good reason: This agreement may be terminated by SCHAFF for good reason if, without its consent, there is (i) a material reduction in the duties and responsibilities of SCHAFF as outlined in Section 3 hereof, or (ii) breach by GOODSPRINGS of any material provision of this agreement without the breach being remedied within 30 days after notice thereof has been received by GOODSPRINGS, or (iii) a breach of securities law by any member of management of GOODSPRINGS or any member of the Board of Directors of GOODSPRINGS. Upon such termination, GOODSPRINGS shall pay to SCHAFF an amount equal to the Contract Fee for three (3) months from the date of termination, calculated at the rate of the then current Contract Year, payable in one lump sum on the date of termination

(c) By SCHAFF for any reason: This agreement may be terminated by SCHAFF at any time and for any reason by providing 30 days' notice to the Board.

10. **Notices**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class mail, postage prepaid, if to GOODSPRINGS, at GOODSPRINGS's principal place of business, and if to SCHAFF, at SCHAFF's address most recently filed with GOODSPRINGS, or to such other address or addresses as either party shall have designated in writing to the other party hereto.

11. **Consent by SCHAFF for Use of Name**

Any and all mention of SCHAFF in any verbal, visual or written communication of any kind by GOODSPRINGS or it's agents must have written approval of SCHAFF prior to its release, posting or use.

12. **Secrecy and Exclusivity**

SCHAFF will not at any time, without the prior written consent of GOODSPRINGS, disclose to any person, except in the necessary course of his duties as an officer of GOODSPRINGS, any confidential information with respect to GOODSPRINGS or its affiliates by him in the course of his duties herein.

The term "confidential information" as used in this Agreement shall include, but shall not be limited to, technical data, exploration strategies, details with respect to option and joint venture partners and similar information.

13. **Governing Laws**

This Agreement shall be governed by and construed in accordance with the laws in force in the State of Nevada.

14. **Entire Agreement**

This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof and thereof.

15. **Modifications**

This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

WITNESS: ______________________________)
(Signature))
) By: ______________________________
NAME: ______________________________) JOHN SCHAFF
(Please Print))
)

GOODSPRINGS DEVELOPMENT CORPORATION

By: ______________________________