Figure 3. GEOLOGIC PLAN OF 360 LEVEL, MT DIABLO QUICKSILVER MINE
CONTRA COSTA COUNTY, CALIFORNIA
Figure 4: COMPOSITE MAP OF MILL WORKINGS, MT DIABLO MINE
CONTRA COSTA COUNTY, CALIFORNIA
Pre-DMEA Shaft

Ghost outline of DMEA waste pile taken from final map adjacent

Post-DMEA Shaft

Waste pile mapped after Cordero Operations

LEGEND

THE SOURCE GROUP, INC.
3451C VINCENT ROAD
PLEASANT HILL, CA 94523

SCALE
MT. DIABLO MERCURY MINE
CONTRA COSTA COUNTY, CALIFORNIA

DMEA WASTE PILE COMPARISON
CLOSE UP VIEW

FILE NAME
Mine Features Map.dwg

DATE
5/4/09

DR. BY
JP

APP. BY
PH

PROJECT NO.
01-SUN-050

EXHIBIT
5-3
**PRODUCTION STATISTICS—MOUNT DIABLO MINE "MILL WORKINGS"**

<table>
<thead>
<tr>
<th>Operator</th>
<th>Date</th>
<th>Cubic Yards of Ore Milled</th>
<th>Waste rock from tunnels, crosscuts, raises, shafts and stopes (cubic yards)</th>
<th>Dewater volume (acre-feet)</th>
<th>Mercury Produced, flasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welch</td>
<td>1863</td>
<td>shaft and placer</td>
<td>NA</td>
<td>none</td>
<td>NA</td>
</tr>
<tr>
<td>Unknown</td>
<td>1875-1877</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>1000</td>
</tr>
<tr>
<td>Mt. Diablo Quicksilver MC, operator Ericson</td>
<td>1930-1936</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>739</td>
</tr>
<tr>
<td>leased to Bradley MC</td>
<td>1936-1951</td>
<td>78,188(1)</td>
<td>24,815(2)</td>
<td>161(3)</td>
<td>10,455</td>
</tr>
<tr>
<td>leased Ronnie B. Smith</td>
<td>Sept 1951- June 1953</td>
<td>920(4)</td>
<td>NA</td>
<td>NA</td>
<td>125(5)</td>
</tr>
<tr>
<td>DMEA and Smith</td>
<td>June 1953 - Jan 1954</td>
<td>none</td>
<td>630(6)</td>
<td>minor</td>
<td>none</td>
</tr>
<tr>
<td>DMEA, Johnson and Jonas</td>
<td>Jan 1954 - Feb 1955</td>
<td>none</td>
<td>67(7)</td>
<td>NA</td>
<td>none</td>
</tr>
<tr>
<td>leased to Cordero MC</td>
<td>Feb 1955 - Dec 1956</td>
<td>none</td>
<td>1,228(8)</td>
<td>19.5(9)</td>
<td>none</td>
</tr>
<tr>
<td>leased to Nevada Scheelite Company</td>
<td>1956</td>
<td>none</td>
<td>minor</td>
<td>none</td>
<td>none</td>
</tr>
<tr>
<td>Total Cubic Yards of Material Taken Out</td>
<td></td>
<td></td>
<td></td>
<td>105,848(10)</td>
<td></td>
</tr>
</tbody>
</table>

(1) Table 4, Ross 1958, reported 126,664 tons of ore milled. Converted here to cubic yards above based on conversion of 1.62 tons per cubic yard (cy)

(2) Total length of workings 4,570 ft (Pampeyan 1963, p 25) x 5 feet x 7 feet x bulking factor plus 20% = 7,108 cy less (2) and (3). Included 550 ft of shafts and raises (935 cy) and stopes of 19,000 cy (Pampeyan, Plate 5).

(3) Estimate 10 gpm for 10 years.

(4) Used the ratio of ore milled to flasks produced for Bradley to estimate the amount of ore milled by Smith.

(5) DMEA internal memo dated 2/4/57 ref doc no. 2:88/384

(6) 300-ft DMEA shaft 4.5 ft x 8.5 ft (Ross 1958) plus 77 ft of tunnel at 5 ft x 7 ft on the 360 level w/ bulking factor of 20%

(7) 43 ft of tunnel on the 360 level x 5 feet x 7 feet w/ bulking factor of 20%

(8) 790 ft of crosscuts and drifts on the 360 level (Pampeyan, and Sheahan 1957) x 5 feet x 7 feet w/ bulking factor of 20%.

(9) Best guess; 90 gpm for 27 days to dewater the mine (ref: DMEA payment records to Smith for same) and 200 days at 10 gpm.

(10) Sum of Ore Milled and Waste Rock
APPENDIX A
APPENDIX A

CORDERO LEASE WITH VIC BLOMBERG FOR MT. DIABLO MERCURY MINE
THIS AGREEMENT, entered into this 13th day of November, 1954, between MT. DIABLO QUICKSILVER COMPANY, LTD., a Nevada corporation, hereinafter referred to as "Lessor," and CORDOBO MINING COMPANY, a Nevada corporation, hereinafter referred to as "Lessee,"

WITNESSES:

WHEREAS, Lessor is the owner of the following described mine and mining property, together with all appurtenances:

DESCRIPTION:

The northeast quarter of the southeast quarter of Section 29 and the south half of the southwest quarter of the northeast quarter of Section 29, Township 1 North, Range 1 East; Mount Diablo Base and Meridian, containing 50 acres, more or less;

EXCEPTING THEREFROM: "That certain syphon pipe leading therefrom to a water trough on the northeast quarter of the southeast quarter of said Section Twenty-nine (29), which said water spring, trough, and pipe are excepted from this deed," as provided for in the deed from Edward A. Howard and Daisy S. Howard, his wife, to Mount Diablo Quicksilver Company, Ltd., a corporation, dated December 29, 1933, and recorded Feb. 1, 1934 (File No. 1060);

And

The northwest quarter (N.W. 1/4) of the southeast quarter (S.E. 1/4) of Section 29, in Township 1 North of Range 1 East, Mount Diablo Base and Meridian. Said property shall not include the following described property, to wit: that land beginning at the northwest corner of the northeast quarter of the southeast quarter of Section 29, Township 1 North, Range 1 East, Mount Diablo Base and Meridian; thence running southerly along the dividing line between the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter of said Section 29, a distance of 20 chains to the southwest corner of the northeast quarter of the southeast quarter of Section 29; thence running along the southerly line of the northwest quarter of the southeast quarter of Section 29, a distance of 2,924 chains; thence leaving said line, and running in a northerly direction, a distance of 26.23 chains to the point of beginning.
EXCEPTING from the demised premises the house known as the Blomberg house together with the right to use such water as is necessary for domestic purposes. In the event the option to purchase is exercised then this exception will be without effect and title to the Blomberg house shall pass with the other property.

IN ADDITION Lessee shall have the right to any access road over which Lessor has control.

And

WHEREAS, the Lessee desires to lease and to acquire an option to purchase the whole of said mining property above described, which the Lessor is willing to grant upon the terms and subject to the conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1) paid by the Lessee to the Lessor, receipt of which is hereby acknowledged, the Lessor hereby grants and leases to Lessee the above-described property for the purpose of investigating, exploring, prospecting, drilling, mining, producing, milling, and removing ores, metals, minerals, and values of every kind, and for the purpose of erecting thereon mills, plants and other structures in connection with said purposes, for the term of Ten (10) years from the date hereof with right to renew, upon a sixty (60) day prior written notice to Lessor, for an additional Ten (10) years on the same terms, including the right to apply payments made during the first Ten (10) years on the purchase price if said option to purchase is exercised during the second ten (10) years. These rights shall remain in effect during the period of the lease unless sooner terminated as hereinafter provided.

In consideration of said lease, IT IS HEREBY MUTUALLY
AGREED AS FOLLOWS:

1. RENTAL AND ROYALTY: The Lessee shall pay to the Lessor monthly, as rental for said property, a percentage of the proceeds resulting from the operation of said property by Lessee. This percentage shall be ten per cent (10%) of the money received for ores, metals, minerals, and values mined, saved and sold less freight, insurance, and brokerage, or Two Hundred Dollars ($200) per month, whichever is greater.

Unless notified as hereafter set forth, Lessee shall sell all flasks of quicksilver produced from the premises; provided, however, that Lessor shall have the option to receive its percentage royalties in kind, i.e. in flasks of quicksilver — upon Lessor's giving Lessee a ninety (90) day prior written notice of exercise of such option. Similarly Lessor shall have the option by such a 90-day notice to have Lessee resume the sales of all production. Delivery in kind to Lessor shall be f.o.b., the mining property. Lessee agrees to store for Lessor's account any production taken by Lessor as royalty in kind without charge — title, however, to such flasks of quicksilver for delivery in kind shall be deemed to pass to Lessor at the time Lessor receives royalty statements therefor from Lessee (for insurance and other purposes). Lessee shall supply Lessor with full and complete supporting data with regard to deliveries in kind.

2. OPTION: The Lessor shall and does hereby give and grant unto the Lessee the sole, exclusive and irrevocable right and option to purchase and acquire the whole of the said mining
property above described, upon the payment of the option price, on or before the termination of this lease, and any renewal, and in the manner and upon the due performance of the covenants to be kept and performed by the Lessee, all as herein provided.

3. PURCHASE PRICE: The Lessee, upon the exercise of said option, shall pay the Lessor as a total purchase price for the above-described property, the sum of One Hundred Seventy Thousand Dollars ($170,000) lawful money of the United States of America. All rental and royalty payments made to Lessor hereunder shall be credited on the purchase price. The balance of the purchase price shall be paid in full upon the exercise of said option and delivery of a good and sufficient deed as herein provided.

For the purpose of crediting royalty payments on the purchase price, in connection with deliveries in kind, the credits shall be based upon the average proceeds per flask sold by Lessee in the particular month involved; provided, however, that if no sales are made by Lessee during any such month, royalty payments as well as credits on the purchase price shall be determined by taking the average of the weekly low quotations for the particular month as set forth in the E. & M. J. Metal and Mineral Markets Magazine (less freight, insurance and brokerage); provided further, that such method shall be applied for the purpose of computing royalties or for any other purpose applicable to the provisions of this agreement.

4. MANNER OF PAYMENT: The royalty payable to Lessor hereunder, shall be payable in monthly installments commencing
on the 15th day of December, 1963, and continuing on the 15th
day of each and every month thereafter until the expiration of
the term hereof or the earlier termination of this lease. Royalty
payments shall be based on receipts from sales of the previous
month, on the basis provided for in Paragraph 1 above. Notwith-
standing anything to the contrary contained herein, it is agreed
that each monthly installment shall be not less than Two Hundred
Dollars ($200). The Lessee shall transmit with the royalty
check a full and true statement of the production and sales re-
ceipts of the previous month. A representative of the Lessor
shall at all times have the right during regular business hours
to examine the underground operations and the furnace plant.

5. MINE METHODS AND CONDITIONS: Lessee shall be
able judge as to methods of mining and milling, what constitutes
ore, when and if ore is extracted or milled and all other phases
of operating the property. All operations conducted by the
Lessee upon the property shall be performed in accordance with
the laws and regulations of the United States and the State of
California and in accordance with good practices in workmanship,
milling and milling, particularly with regard to the safety and
welfare of workers. The Lessee shall at all times during the
existence of this lease maintain a watchman on the premises.

6. POSSESSION: Lessee, its agents, representatives or
employees may enter in and upon and take possession of the whole
or any part of the property above described, at once; and, may
then and there commence any work to explore or mine the property,
in keeping with the tenor of this agreement, that it may deem advisable, and for that purpose, may use any buildings, equipment or mining facilities which may now be situated on the premises, and owned by Mt. Diablo Quicksilver Company, Ltd., with the exception of that certain house noted in the above description of the premises.

The Lessee may use, in working on the demised premises, all supplies now on the demised premises, but, in the event he should remove or dispose of said supplies otherwise than in developing the demised premises, he shall pay the Lessor the reasonable value thereof. During the term of this lease the Lessee may use all tools, machinery and equipment of the Lessor now on the demised premises for the purpose of developing the same and operating and maintaining the same, and shall have the privilege of replacing or remodeling the same, and any structures on the demised premises. An inventory enumerating such tools, machinery or equipment and structures, is attached hereto, marked Exhibit "A" and made a part hereof. Lessee shall maintain the same and replace any that are broken, damaged or worn out, normal wear and tear excepted. Such replacements shall become the property of the Lessor. At the expiration of this lease or in the event of the Lessee vacating the demised premises for any reason, Lessee may remove, as provided in Paragraph 14, any portable tools, machinery, or equipment which Lessee has placed upon the property, or any portable structures which Lessee may have placed upon the property, but Lessee may not remove any permanent structures or any repairs or
replacements to units of equipment or machinery now on the property.

7. INDUSTRIAL INSURANCE: Lessee shall comply with the laws of the State of California for the protection of employees against injury and disease and, in that connection, shall save harmless the Lessor against any damage by reason of such claims. Lessee shall provide and maintain at Lessee's expense fire insurance and other appropriate casualty insurance on all of the structures, machinery, equipment and tools covering the full appraised insurable value thereof for the maximum protection of both Lessor and Lessee, as their interests may appear, and Lessee shall furnish to Lessor certificates of such insurance if required, and the same shall be subject to the approval of Lessor for adequacy of protection.

8. PUBLIC LIABILITY: Lessee shall save Lessor harmless from any liability for property damage, personal injury or death arising from the work, mining or acts performed by Lessee and its employees in connection with the lease and option.

9. LIENS: Lessee shall save Lessor harmless from all liens upon the property made or suffered by Lessee, and in that connection shall post the property in accordance with law, noticing owner's (Lessor's) non-responsibility, before commencing any work.

10. TAXES: Lessee agrees to pay, prior to delinquency, all taxes and assessments, including personal property taxes and
net proceeds of mine taxes, to State, County or School District,
or any other government subdivision, with the exception of taxes on
royalties paid to Lessor. Taxes shall be prorated as of the date
hereof.

11. DEFAULT: Time shall be of the essence of this
agreement. In the event of default of any of the payments or
covenants herein contained, by Lessee, this lease shall terminate,
at the option of the Lessor. If Lessor elects to terminate this
agreement by reason of Lessee's default, Lessor shall serve notice
of his intention by registered mail, or personal service upon
Lessee or its duly authorized agent for service of process. Upon
service of notice, Lessee shall have sixty (60) days in which
to cure said default. If within said sixty (60) day period
the default has not been cured, Lessor may terminate this agree-
ment by giving Lessee notice of such termination, and at that
time this agreement and all of the rights of Lessee hereunder
shall terminate.

12. PURPOSE: This agreement is a lease and option only,
and the Lessee shall have the right to surrender this contract and
to discontinue any and all work and payments hereunder at any
time, without liability therefor, upon giving Lessor thirty (30)
days' prior written notice of intention to so terminate, except
that Lessee shall be liable for royalties and amounts due and
payable at the date of such termination. Upon demand after
surrender, Lessee shall execute and deliver to Lessor a good
and sufficient surrender and release of all rights hereunder.

Lessee shall control the discharge of water from the
mine properties in such manner as not to pollute any of the wells on any of the adjoining property or the waters of Marsh Creek or Dunn Creek. Lessee is advised of that certain decision and order of the Water Pollution Control Board of the State of California, dated December 14, 1953, and Lessee agrees to comply in all respects with said order, as the same may be modified, amended or altered from time to time, and with any and all other orders, rules and regulations of any governmental authority in respect of discharge of water from the mine properties.

13. **INSPECTION:** The owner (Lessor) or his duly authorized agents or representatives shall have the right at all reasonable times to enter upon the said property and inspect the work conducted by the Lessee thereon, or records of the production of the mine.

14. **REMOVAL OF EQUIPMENT:** In the event of termination of this contract, by surrender or default as provided, the Lessee may, within a period of ninety (90) days thereafter, remove any and all machinery, power plant, equipment, building, track, tools, and supplies placed thereon by Lessee except as provided in Paragraph 6 above. In the event of termination Lessee shall provide Lessor with copies of any mine maps of this property which it may have.

15. **ASSIGNMENT:** Lessee shall not assign this lease or any interest therein and shall not sublease or underlet the premises, or any part thereof, or any right or privilege appurtenant thereto without the written consent of the Lessor -- and such consent shall not be unreasonably withheld. Notices required
hereunder shall be deemed to be completed when made in writing, deposited in the United States mail, registered, postpaid, addressed to

Lessor: MT. DIABLO QUICKSILVER COMPANY, LTD.
Clayton, California

Lessee: CORDERO MINING COMPANY
131 University Avenue
Palo Alto, California

16. On the exercise of the option herein granted to Lessee to purchase certain property, and the payment of the further purchase price therefor, as hereinabove provided, Lessor shall convey said property to Lessee by grant deed. There has been exhibited to Lessee, and Lessee is fully advised of, that certain preliminary title report of California Pacific Title Insurance Company on said property dated October 28, 1954 (Order No. 190821). It is understood and agreed that at any time after the expiration of three (3) years from the date hereof, or upon payment by Lessee to Lessor of one-half (1/2) of the said purchase price -- whichever event is earlier -- on demand by Lessee to Lessor, Lessor shall take such steps and commence such legal proceedings as it may be advised necessary to clear the title of said land of the exceptions appearing on said title report, and Lessor shall thereafter prosecute said proceedings with all reasonable diligence.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be executed by their officers thereunto