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**BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH**

IN THE MATTER OF:	**ANSWER TO ORDER TO SHOW**
TIN CUP MINING CORPORATION **GILES H. FLORENCE**	**Docket No. SD-07-0085** **Docket No. SD-07-0086**
Respondents.	

COME NOW, the Respondents, Tin Cup Mining Corporation and Giles H. Florence, and respond and answer the Order to Show Cause of the Division of Securities, Utah Department of Commerce as follows:

FIRST DEFENSE

The allegations of the Order to Show Cause fail to state a claim against Respondents for which relief can be granted against the Respondents.

SECOND DEFENSE

All of the alleged investors mentioned in the Order to Show Cause filed a Complaint against Respondents and other parties on or about February 20, 2004 in the Third District Court, Salt Lake County, Sandy Department, State of Utah, Civil Number 040401199, which was fully answered by Respondents and other parties and which

also has a counter claim filed against the specific alleged investors and which is still pending before the said Court. Any anticipated or future action by the Department should be terminated because the alleged investors have already taken legal recourse as their exclusive remedy or in the alternative any action by the Department should be joined and be part of the pending lawsuit.

THIRD DEFENSE

All of the alleged investors were given stock in a new Nevada Corporation, Tonopah Divide Gold Mining Company, with an option given to each alleged investor to take future production of gold from that Corporation in return for the stock given in Tonopah Divide Gold Mining Company. Said transactions were based upon the alleged investments or loans made by the alleged investors and were in full settlement of any claims of the alleged investors against the Respondents in this matter.

FOURTH DEFENSE

Respondents respond to the specific allegations made in the Order to Show Cause as follows:

1. Denies all allegations of paragraph 1 and affirmatively alleges that Respondents have not engaged in any activity that constitutes securities fraud or that would otherwise give the Division of Securities any jurisdiction over these Respondents. Also, affirmatively alleges that the alleged investors in the pending lawsuit, cited above, have clearly alleged that all of the transactions involved were clearly loans to Respondent, Tin Cup Mining Corporation, and the alleged investors have chosen their exclusive remedy against said Respondent by filing for a judgment

on the loans made to Tin Cup Mining Corporation and subsequently settled all claims by accepting stock in Tonopah Divide Gold Mining Company as alleged above.

2. Admits the allegations of paragraph 2.

3. Admits the allegations of paragraph 3.

4. Denies the allegations of paragraph 4 in addition to all of the above defenses and responses affirmatively alleges that alleged investor, Samuel J. Andrews, was and is a resident of Nebraska, and alleged investor, Scott Lewis, was and is a resident of Colorado. Is without knowledge of the residence of investor, Michael T. Andrews, and therefore denies same.

5. Denies the allegations of paragraph 5.

6. Denies the allegations of paragraph 6 and affirmatively alleges that all of the alleged investors were clear that any potential gold could only be paid out of production, which was subject to joint venture partners with the funds needed for production.

7. Denies that Florence gave promissory notes. The notes and contracts speak for themselves and are clearly from Respondent, Tin Cup Mining. Denies all other allegations of paragraph 7.

8. Denies the allegations of paragraph 8 and affirmatively alleges that all of the alleged investors were given and accepted stock equal to their loans and/or contracts with an option for future gold production as previously alleged above.

9. Denies that Michael T. Andrews is an investor or that the transaction was an investment opportunity. Admits there was a meeting. Denies all other allegations of paragraph 9.

10. Denies the allegations of paragraph 10 and affirmatively alleges that it was made clear to Mr. Michael T. Andrews that any production was subject to funding from joint venture partners. Also, affirmatively alleges that Mr. Andrews understood that the Respondent, Tin Cup, needed funds to maintain and keep its options on mining properties involved and to do surveys and geological reports to keep the properties involved viable.

11. Denies all allegations of paragraph 11.

12. Admits that Respondent, Tin Cup, entered into a contract with Michael T. Andrews. The said contract speaks for itself. Denies all other allegations of paragraph 12. Affirmatively alleges that Mr. Andrews fully understood that any production was subject to receiving funds from joint venture partners.

13. Denies the allegations of paragraph 13. The documents speak for themselves.

14. Responds to paragraph 14 the same as responded to paragraph 13.

15. Denies the allegations of paragraph 15. Mr. Andrews clearly understood that everything was subject to joint venture partners with sufficient funds and that any gold would be out of future production.

16. Responds to paragraph 16 as previously responded to paragraphs 13 and 14.

17. Responds to paragraph 17 as previously responded to paragraphs 13, 14 and 15.

18. Responds to paragraph 18 as previously responded to above paragraphs and affirmatively alleges that funds were needed for

mine property options and/or payments thereon.

19. Denies the allegations of paragraph 19.

20. Denies the allegations of paragraph 20 and affirmatively alleges that any funds received were to Respondent, Tin Cup.

21. Denies the allegations of paragraph 21 and affirmatively alleges that any gold was subject to future production and that it was payment in cash or gold not both. Documents speak for themselves.

22. Admits funds were for payments on mine property options. Denies all other allegations of paragraph 22.

23. Denies all allegations of paragraph 23. Mr. Michael T. Andrews clearly understood the production of gold was subject to future production, which was contingent upon sufficient funds from joint venture partners.

24. In response to paragraphs 24, 25 and 26 the documents speak for themselves, denies all other allegations of said paragraphs.

25. In response to paragraph 27, admits Michael T. Andrews received $6,000.00. Affirmatively alleges that he also received stock with an option as above alleged in full settlement of all claims against these Respondents.

26. Denies all allegations of paragraph 28.

27. Denies all allegations of paragraphs 29, 30, and 31 and affirmatively alleges that the documents speak for themselves and are clear that alleged investor, Samuel J. Andrews, was to receive his principle or gold, not both. Mr. Samuel J. Andrews clearly understood that any gold production was subject to sufficient funds

from joint venture partners and future production. All responses as previously responded to in prior defenses and responses to prior paragraphs regarding investor, Michael T. Andrews, are realleged hereat and apply also to alleged investor, Samuel J. Andrews.

28. Admits Tin Cup signed a promissory note. Denies all other allegations of paragraph 32.

29. Admits the note speaks for itself. Denies all other allegations of paragraph 33.

30. Denies all allegations of paragraph 34.

31. Denies all allegations of paragraph 35 and affirmatively alleges that all claims of Samuel J. Andrews against these Respondents were settled and compromised by acceptance of stock with option regarding future production of gold in Tonopah Divide Gold Mining Company as above alleged.

32. Alleged investor, Scott Lewis, apparently based upon the recommendation of alleged investor, Michael T. Andrews, asked if he could loan funds to Respondent, Tin Cup, under similar terms to the loans given by Michael T. Andrews. Denies all other allegations of paragraph 36.

33. Denies the allegations of paragraphs 37, 38 and 39. Documents speak for themselves and Mr. Scott Lewis clearly understood the use of the funds were for option payments, geological reports, surveys and other items necessary and needed to protect the interest in the mining properties and he also clearly understood the need for joint venture partners with sufficient funds to effect production.

34. In response to paragraphs 40, 41, and 42, denies all

allegations thereof and affirmatively alleges that the documents speak for themselves. Loans were made to Respondent, Tin Cup, only the return of funds by Tin Cup or gold subject to production not both and any gold was subject to future production which was dependent upon sufficient funds from joint venture partners.

35. Denies allegations of paragraphs 44 and 45 and responds the same as previously responded to allegations above.

36. Denies all of the allegations of paragraph 46 and affirmatively alleges that investor, Scott Lewis, settled with these Respondents by acceptance of stock and option in Tonopah Divide Gold Mining Company as alleged above.

37. In response to paragraph 47, responds as previously responded to paragraphs 1 through 46.

38. Denies all of the allegations of paragraph 48 and affirmatively alleges that the above promissory notes have been fully settled and compromised by the acceptance of stock as above alleged.

39. Denies all of the allegations of paragraphs 49, 50 and 51 and affirmatively alleges that the three (3) alleged investors are sophisticated investors involving loans and are not subject to Utah Securities Law and in the alternative if they were subject to Utah Securities Law, Respondents were not responsible to provide an offering circular or prospectus and did in fact provide relevant information to said individuals to advise them of the risk and contingencies involved.

FIRST AFFIRMATIVE DEFENSE

All of the alleged investors have settled and compromised any

alleged claims against these Respondents by their acceptance of stock in Tonopah Divide Gold Mining Company.

SECOND AFFIRMATIVE DEFENSE

All loans made to Respondent, Tin Cup, were properly applied to lease option payments, geological reports, surveys and other necessary and proper expenses to keep the mining properties involved from being lost and to ensure that the claims could later be developed. No funds were ever used for any personal benefit or for any fraudulent purpose as apparently is being alleged by the Director.

THIRD AFFIRMATIVE DEFENSE

Pursuant to 61-1-14(2)(a)(n) Utah Code Annotated 1953 as Amended, if the transactions involved do qualify as securities, then it is clear from the facts alleged that the transactions involved are isolated transactions and do not involve any public offering.

FOURTH AFFIRMATIVE DEFENSE

Pursuant to 61-1-14(2)(q) Utah Code Annotated 1953 as Amended, the alleged transactions if they do qualify as securities, they do not involve more than 15 purchasers in the State of Utah. Any alleged transactions do not involve more than $500,000.00.

FIFTH AFFIRMATIVE DEFENSE

Respondents reserve the right to raise any and all additional affirmative and other defenses as they are determined or at time of trial.

WHEREFORE, having fully responded and answered the Order to Show Cause of the Division of Securities, these Respondents request

that same be dismissed for lack of jurisdiction because of the settlement and compromise of the claims of the alleged investors and because the alleged investors have already sought as their exclusive remedy the filing of a civil lawsuit and all other appropriate grounds as above alleged or in the alternative that any further action by the Division of Securities in this matter be held in the Third Judicial District Court and that it be joined with the pending lawsuit in the Third Judicial District Court and for any and all other appropriate action as deemed appropriate in the premises.

DATED this 21st day of December, 2007.

LEE BISHOP,
ATTORNEY FOR RESPONDENTS,
TIN CUP MINING CORPORATION AND
GILES H. FLORENCE

CERTIFICATE OF MAILING

I do hereby certify that on the 21st day of December, 2007, I mailed a true and correct copy of the foregoing, postage pre-paid, as well as copies being faxed to the following:

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