

LYLE F. CAMPBELL - AMERICAN SELCO, INCORPORATED

SUPPLEMENTAL GRUBSTAKE AGREEMENT

THIS SUPPLEMENTAL GRUBSTAKE AGREEMENT, executed this 27th day of December, 1973, in Reno, Nevada between LYLE F. CAMPBELL, of Reno, Nevada, a single man and a citizen of the United States ("Campbell"), and AMERICAN SELCO, INCORPORATED, a New York corporation having its principal offices in Reno, Nevada ("Selco").

W I T N E S S E T H:

THAT, WHEREAS, by a Grubstake Agreement by and between the parties hereto bearing even date herewith (hereinafter for convenience referred to as the "Grubstake Agreement"), Campbell, in consideration of the grubstake which Selco agrees to provide pursuant to the Grubstake Agreement, has agreed to prospect for gold and other mineral deposits in the State of Nevada, and in such other areas of interest as the parties may later designate and agree to in writing, as set forth in paragraph 1.1 of the Grubstake Agreement, to wit:

"1.1 Campbell shall prospect exclusively for Selco in good faith and diligently for a period of six months for gold and other mineral deposits in the State of Nevada, which is hereinafter referred to as the Area of Interest, and in such other Areas of Interest as the parties shall later designate and agree to in writing. The parties contemplate that such prospecting will be performed during the six-month period beginning February 1, 1974, and ending July 31, 1974, provided that if at any time or times prior to the completion of six months of prospecting Campbell shall be forced to suspend prospecting due to illness, accident or any other factor of circumstance beyond his reasonable control, or if Campbell and Selco shall agree in writing that Campbell may suspend his prospecting, Campbell may resume such prospecting after such suspension, provided that in

all events the engagement of Campbell to prospect shall terminate on July 31, 1975, even if six months of prospecting has not then been completed. Campbell shall promptly notify Selco in writing of any suspension in prospecting not agreed to by the parties. Campbell shall not prospect other than pursuant to this Grubstake Agreement until he shall have completed six months prospecting pursuant to this Grubstake Agreement or until July 31, 1975, which ever shall occur first and all prospecting performed on and after February 1, 1974, and until such time shall be deemed to have been performed pursuant to this Grubstake Agreement."

and pursuant to said Grubstake Agreement, Campbell has agreed to present for acceptance by Selco any mineral prospects located by him and, if Selco shall accept the same, enter into a Lease and Option to Purchase Agreement, whereby the mining claims representing the mineral prospects accepted by Selco are leased to Selco for a period of twenty (20) years and so long thereafter as ores are mined and sold in commercial quantities and an option to purchase said mining claims is granted to Selco with the term of the option being co-extensive with the term of the lease.

WHEREAS, the parties hereto desire to ratify and confirm the terms and provisions of said Grubstake Agreement.

NOW, THEREFORE, in consideration of the premises of the sum of One Dollar (\$1.00) from each to the other and hand paid, the receipt whereof is hereby acknowledged, the parties hereto do hereby ratify and confirm all of the premises, covenants and conditions contained in said Grubstake Agreement.

The respective addresses provided for in said Grubstake Agreement for the giving of notices are:

For Campbell, at P.O. Box 7377,
Reno, Nevada, 89502 and

For Selco, at 1450 East Second Street,
Reno, Nevada, 89502.

IN WITNESS WHEREOF, the parties hereto have caused these
presents to be duly executed on the day and year first written
above.

Lyle F. Campbell
Lyle F. Campbell

Ray Penrose
Witness

AMERICAN SELCO, INCORPORATED

By: J. C. ...
Vice President

ATTEST:

Rosemary Hopkins

PROVINCE OF Ontario)
COUNTY OF York) SS

I, R. R. Myerson-Jamethy, a Notary Public, in and for said County, in the Province aforesaid, do hereby certify that John Avanton, Director, President, and Rosemary Hopkins, Secretary, of American Selco Inc., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Director and Secretary, respectively appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary, did also then and there acknowledge that he, as custodian of the seal of said corporation, did affix the said corporate seal to said instrument as own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of January, 1974.

[Signature]
Notary Public

My commission is for life.



STATE OF Nevada)
COUNTY OF Washoe) SS

I, Audrey L. Tirre, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Lyle F. Campbell, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of February, 1974.

Audrey L. Tirre
Notary Public

My commission expires:

December 11, 1975

AUDREY L. TIRRE
Notary Public - State of Nevada
Washoe County
My Commission Expires Dec. 11, 1975



RECORDED AT THE REQUEST OF: American Selco Inc.
Mar. 1 1974 at 55 min. post 2 P.M.
Book 47 of OFFICIAL RECORDS page 272-275
FURNIA COUNTY, NEVADA
D. McFall
No. 58237
No. 6-00