

ASSIGNMENT

In consideration of Ten Dollars (\$10.00) and other valuable consideration, paid to IDAHO MINING CORPORATION, a Nevada corporation (the "Assignor"), the receipt and adequacy of which is hereby acknowledged by Assignor, paid by WINDFALL VENTURE, a general partnership composed of William E. Foster, Robert G. Wilson, Kenneth E. Johnson, Chan Edmonds, and William L. Wilson (the "Assignee"), the Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of the right, title and interest of Assignor in and to the following:

(1) Option Agreement between Walter A. Paroni and Genevieve M. Paroni and Assignor dated September 11, 1978 recorded in Book 66 of Official Records, Page 406 of the Records of Eureka County, Nevada as amended by letter agreement dated September 7, 1979, a copy of which letter agreement is hereto attached, designated as Exhibit "A" and incorporated herein by this reference;

(2) Agreement between John Damele, Roberta Damele and Owen Rice and Assignor dated April 21, 1970; Amendment to Agreement dated May 25, 1972; Second Amendment to Agreement dated May 18, 1973; Third Amendment to Agreement, copies of all four of which documents each designated as Exhibit "B" are hereto attached and incorporated herein by this reference;

(3) Agreement between Albert T. Laird and Nellie S. Laird, Thomas Clifford, Elizabeth Clifford Gighieri and Liberty Clifford Kane, sole heirs of Christina Clifford, Abram Laird, John D. Laird, Cedric F. Laird and Mary Orelle Lensch Perehl, George B. Snyder, sole heir of Catherine E. Snyder, and Clarence A. Ramsey, as seller and Assignor, dated November 5, 1969 and Amendment

of Agreement acknowledged July 2, 1971, copies of which two documents, both designated as Exhibit "C" are hereto attached and incorporated herein by this reference;

(4) Mining Lease with Option to Purchase between Willis DePaoli and Arlene M. Depaoli, as lessor and Idaho Mining Corporation, as lessee, Memorandum of Agreement concerning which is recorded in Book 378 at pages 471-474, Official Records of Eureka County.

Assignor warrants its title to the interests herein assigned as against, but only as against, any person claiming the whole or any part of such interests by through or under Assignor except for the interests conveyed by two royalty deeds to A. K. Wilson, Jr. and others by Assignor, one of which, entitled "Royalty Deed," is dated September 28, 1979 and is recorded in Book 75 of Official Records at Page 86 in the office of the Recorder of Eureka County, Nevada and the other of which, entitled "Supplemental Royalty Deed" is dated December 20, 1979 and is recorded in Book 77 at Page 362 in the office of the Recorder of Eureka County, Nevada, which two royalty deeds are hereby incorporated herein by this reference.

In order to facilitate transfer of title to the properties covered by the instruments designated as Exhibit "B," "C" and "D," hereto, Assignor shall execute Special Warranty Deeds describing said properties, designating Assignor as the grantee therein, and shall deliver such deeds to Emerson J. Wilson, Escrow Agent pursuant to the provisions of Exhibits "B," "C" and "D." Upon payment of the purchase price designated in any of such Exhibits, the Escrow Agent shall deliver all papers held in escrow pursuant to such Exhibits to Assignee. The said Special Warranty Deeds shall be specifically subject to the Royalty Deeds referred to in the foregoing paragraph.

Executed and effective this 7th day of January, 1980.

ATTEST:

Jan Wilson
Secretary

IDAHO MINING CORPORATION

By W L Wilson
President

STATE OF COLORADO)
COUNTY OF M E S 'A) ss.

On the 7th day of January, 1980, personally appeared before me W. L. Wilson, who being by me duly sworn, says that he is the President of IDAHO MINING CORPORATION and that the above instrument was signed on behalf of said corporation by authority of its by-laws or by resolution of its board of directors, and the said W. L. Wilson acknowledged to me that said corporation executed the same.

My Commission expires: October 21 1980

Julie Benton
Notary Public

SEAL
Affixed

Idaho Mining Corporation

OFFICE: 591 - 25 ROAD
MAIL: P.O. BOX 2183
GRAND JUNCTION, COLORADO 81502
PHONE: 303-243-7808

September 7, 1979

Walter A. Paroni
and
Genevieve M. Paroni
P.O. Box 229
Wallace, Idaho 83873

Dear Mr. and Mrs. Paroni:

Pursuant to our telephone conversation of September 6, we agreed to modify the Option Agreement between yourselves and this firm dated September 11, 1978 in the following respects:

1. Commencing September 11 (or upon receipt by us of a copy of this letter signed by yourselves), we will commence monthly payments of \$1,000.00 until a total of \$30,000.00 has been paid, subject, however, to the right of Idaho to discontinue the payments and not be liable for future payments in the event Idaho wishes to discontinue the purchase of the property.
2. Each of the payments made shall be credited toward the purchase price of \$30,000.00 as stipulated in the Option Agreement.
3. If we elect to commence mining operations on the property, Idaho shall then be obligated to complete the purchase and shall evidence this intent by giving you a note for the remaining balance of the purchase price, payable at \$1,000.00 per month without interest. We shall then have the closing discussed in the Option Agreement.
4. In the event you do not receive the payments timely, you shall be permitted to give Idaho notice of such fact by certified mail and Idaho shall have thirty days after receipt of such notice to make such payment.

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The overall effect of the above will be to make the Option Agreement a continuing option, so long as Idaho makes the monthly payments; however, if we do commence mining operations on the property, then we will exercise the option, and hold the closing, as contemplated by the Option Agreement.

We appreciate your cooperation in this matter, and our attorney is traveling today, and I was unable to talk to him, but I think that we will probably want to write a supplemental agreement or an amendment to the Option Agreement, to evidence this fact.

I wish that you would sign below, evidencing your approval of this, and return one copy of this letter to me.

Kindest Regards,

W. L. Wilson
W. L. Wilson

WLW/jb

Accepted and Approved this
12 day of September, 1979.

Walter A. Paroni
Walter A. Paroni

Genevieve M. Paroni
Genevieve M. Paroni

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A G R E E M E N T

THIS AGREEMENT, Made and entered into this 21st day of April, 1970, by and between JOHN DAMELE and ROBERTA DAMELE, husband and wife, and OWEN RICE, a single man, hereinafter referred to as "Sellers", and IDAHO MINING CORPORATION, a Nevada corporation, hereinafter referred to as "Idaho", WITNESSETH:

WHEREAS, Sellers are the claimants of certain unpatented mining claims, and the land which they encompass, situate in Secret Canyon and/or Eureka Mining District, Eureka County, Nevada, to-wit:

<u>Claim Name</u>	<u>Location Certificate Recorded</u>
Doe Run Nos. 1, 2	35 Official Records, 322 and 323

Together with any interest which the Sellers have or may acquire during the life of this Agreement in any mining property situate within one-half mile of the exterior boundaries of the mining claims, hereinafter referred to as the "Property".

NOW, THEREFORE, in consideration of Idaho doing the necessary discovery work upon the Property pursuant to the Statutes of the State of Nevada, and the preparation and recordation of Location Certificates for the above described Claims and the cornering of the Claims and the covenants contained herein, it is AGREED as follows:

1. Idaho agrees to purchase and the Sellers agree to sell the Property for a total sales price of Ten Thousand Five Hundred Dollars (\$10,500.00), payable as follows:

- a. The sum of Five Hundred Dollars (\$500.00) on or before June 1, 1971;
- b. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1972;

- c. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1973;
- d. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1974;
- e. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1975.

2. Idaho shall pay to Sellers a royalty of ten percent (10%) of the net smelter returns of any ore mined and sold or smelted by Idaho during the life of this Agreement, said royalty payments to be credited to the next annual payment becoming due Sellers. All payments of every description made by Idaho to Sellers shall apply toward said purchase price, and no interest shall be charged against any unpaid balances.

3. Idaho reserves the right to pay any unpaid balance of the purchase price at any time, without penalty.

4. Notwithstanding anything to the contrary contained herein, Idaho may terminate its rights herein without further liability to Sellers by giving written notice of such termination to Sellers, but it may not so terminate between July 1st and September 1st of any year without having performed and recorded the necessary annual assessment work for said year. In the event of termination for any reason other than complete performance hereof, Sellers may retain any sums paid to them hereunder as liquidated damages.

5. Idaho agrees to comply with all Federal, State and County Laws and to operate said property in a minerlike fashion, with due regard for the safety of workmen and the preservation of said claims as a workable mine. Idaho shall comply with the provisions of the Statutes of Nevada governing industrial insurance, workmen's compensation and occupational disease as from time to time are in force and shall comply with all statutes and laws relating to Social Security, unemployment compensation, wages, hours and conditions of labor in connection with the operation of said mining claims.

6. Idaho agrees to pay all debts, obligations or other liabilities arising from or in connection with its occupation or operation of said mining claims and shall hold the Sellers free and clear of any such debts, obligations or liabilities, and shall indemnify the Sellers against the same. Idaho shall indemnify and hold the Sellers harmless from all injuries, damages, claims or demands whatsoever of any person or persons whatsoever arising out of or in connection with its occupation or operation of said property.

7. During the term hereof, Idaho agrees to keep said mining claims free of encumbrances placed or caused to be placed thereon by Idaho.

8. Sellers warrant that said mining claims are presently free of any encumbrances, and that they have good possessory title to all of said claims.

9. In the event of termination of this Agreement for any reason, Idaho reserves the right to remove any personal property and any surface improvements placed thereon by Idaho, and said right of removal is to extend for a period of six (6) months after the date of termination.

10. In the event of termination of this Agreement for any reason other than the complete performance hereof, Idaho agrees to furnish to Sellers copies of all factual data in its possession which pertain solely to said mining claims.

11. If, in the sole opinion of Idaho, it becomes necessary to amend the Certificates of Location of any of said claims, or to do any other thing to perfect the title thereto, Sellers agree to cooperate with Idaho, and for this purpose to sign any such papers deemed necessary by Idaho, all at the expense of Idaho.

12. All notices given hereunder shall be by United States Mail, Certified or Registered, postage prepaid, addressed as follows:

To Sellers: Mr. John Damele
P. O. Box 295
Eureka, Nevada 89316

and

Mr. Owen Rice
Eureka, Nevada 89316

To Idaho: Idaho Mining Corporation
Petroleum Building, Room 213
1129 Colorado Avenue
Grand Junction, Colorado 81501.

A copy of every notice given shall be mailed to Escrow Holder.

13. Sellers shall execute a grant, bargain and sale Deed to said mining claims, conveying said claims to Idaho free and clear of any encumbrances. Said Deed and an executed copy of this Agreement shall be delivered to Escrow Holder. Wilson & Hale, Attorneys, 90 Court Street, Reno, Nevada, is hereby designated as Escrow Holder. Said Deed shall be held by the Escrow Holder until all sums payable to the Sellers under this Agreement shall have been paid in full, at which time the said Escrow Holder is authorized to deliver the said Deed to Idaho. All payments made hereunder by Idaho to Sellers shall be paid to said Escrow Holder with one-half of the fee of said Escrow Holder, and after the remaining one-half of the fee of said Escrow Holder has been deducted, the balance of such payment shall be disbursed by said Escrow Holder to Sellers. Idaho shall deposit a quit claim deed to said claims in said Escrow Account, to be held by the Escrow Holder, and to be delivered to the Sellers in the event that this Agreement is terminated for any reason other than the complete performance hereof. At the time the complete purchase price for said claims has been paid to said Escrow Holder, the quit claim deed from Idaho to the Sellers, as well as the Deed from the Sellers to Idaho, shall be delivered to Idaho by said Escrow Holder.

14. If Idaho shall give notice of its termination of this Agreement, or if Idaho shall fail to comply with this contract or fail to make any of the payments as they become due

and said default remains uncorrected thirty (30) days after receipt by Idaho of a written Notice of Default (with a copy of said Notice to the Escrow Holder), then the Sellers, at their election and without further notice, may terminate this Agreement, and upon written demand by the Sellers, all documents in the hands of the Escrow Holder shall be returned to the Sellers, and all sums paid on this contract shall be retained by the Sellers as and for liquidated damages. In such event, Idaho shall forthwith vacate said property and the Sellers shall have the right to take possession of the same. The costs of establishing and maintaining said Escrow shall be shared equally by the Sellers and Idaho, provided, however, that Idaho shall pay the initial charge of \$50.00 to establish this escrow. The Escrow Holder shall have no responsibility to determine whether a Noticed default has been corrected or not and may deliver documents upon written demand of Sellers after Notice of Default, unless advised in writing by Sellers and Idaho that the default has been corrected.

15. The Notice of Default hereinabove referred to shall be given in the manner specified for giving notice herein, and shall specify the default or other breach committed or claimed to have been committed.

16. The parties hereto agree to execute a Memorandum of Agreement, which shall be acknowledged and which may be recorded by either party hereto.

17. Idaho shall have the right to assign this Agreement without the consent of Sellers, to any responsible individual, partnership or corporation.

18. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their



Shands as of this 21st day of April, 1970.

(Idaho)

(Sellers)

IDAHO MINING CORPORATION,
a Nevada corporation

By Wm L Wilson
Vice President

John V. Damele
John Damele

Roberta Damele
Roberta Damele

Attest:

A. K. Wilson Jr
Assistant Secretary

Owen Rice
Owen Rice

Wilson & Hale acknowledges receipt of the sum of Fifty Dollars (\$50.00) from Idaho as its fee for creating this Escrow Account, together with Deed executed and acknowledged by Sellers, and Quit Claim Deed executed and acknowledged by Idaho, and agrees to hold and deliver the same in accordance with the terms of the foregoing Agreement. The fee for acting as Escrow Holder shall be one-half of one percent (1/2 of 1%) of the amount of each payment with a minimum of \$50.00 per annual payment and a minimum of \$5.00 per royalty payment.

Dated this 2nd day of June, 1970.

WILSON & HALE

By Emission J Wilson

SECOND AMENDMENT TO AGREEMENT

WHEREAS, on April 21, 1970, JOHN DAMELE and ROBERTA DAMELE, husband and wife, and OWEN RICE, a single man, hereinafter referred to as "Sellers", agreed to sell to IDAHO MINING CORPORATION, a Nevada corporation, hereinafter referred to as "Idaho" certain mining claims located in Eureka Mining District, Eureka County, Nevada, and on May 25, 1972 the parties entered into an Amendment To Agreement, modifying such prior Agreement, and,

WHEREAS, it is the desire of the Sellers and Idaho to further amend the terms of purchase of the Agreement as set forth in paragraph 1 thereof;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, paragraph 1 of the Agreement as previously amended by Amendment to Agreement of May 25, 1972 is further amended to read as follows:

1. Idaho agrees to purchase and the Sellers agree to sell the Property for a total sales price of Ten Thousand Five Hundred Dollars (\$10,500.00), payable as follows:

- a. The sum of Five Hundred Dollars (\$500.00) on or before June 1, 1971; the receipt of which is hereby acknowledged by the Sellers;
- b. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1974;
- c. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1975;
- d. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1976;
- e. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1977.

2. Idaho, as a firm commitment, agrees to perform work on the premises reasonably calculated to meet the annual assessment work requirements of the mining laws of the United States and the State of Nevada, for the assessment year which ends September 1, 1973 and to timely record a proof of such labor with the Eureka County Recorder.

All other terms, conditions and covenants of the Agreement of April 21, 1970 remain in full force and effect and shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 18th day of May, 1973.

(Idaho)
IDAHO MINING CORPORATION

BY W. L. Wilson
W. L. WILSON, President

(Sellers)

John H. Damele
JOHN DAMELE

Roberta Damele
ROBERTA DAMELE

Owen Rice
OWEN RICE

STATE OF COLORADO)
COUNTY OF MESA) ss.

On the 21st day of May, 1973, before me Cornie D. Gordon, a Notary Public in and for said County and State, personally appeared W. L. Wilson, known to me to be the President of Idaho Mining Corporation, the corporation described in and which executed the foregoing instrument, and he acknowledged to me that said corporation, and he on its behalf, executed the same, freely and voluntarily, and for the uses and purposes therein set forth.

Witness my hand and seal.

My Commission expires:
11-6-76

Cornie D. Gordon
Notary Public in and for the
County of Mesa, State of Colorado



STATE OF NEVADA)
COUNTY OF EURIPA) ss.

On the 31 day of July, 1973, before me personally appeared JOHN DAMELE and ROBERTA DAMELE, who acknowledged that they executed the above instrument for the uses and purposes therein set forth.

Witness my hand and seal.

My Commission expires:
10-14-73

Willis A. DePaoli
Notary Public
Residing in EURIPA, NEVADA

STATE OF NEVADA)
COUNTY OF WASHOE) ss.



WILLIS A. DePAOLI
Notary Public — State of Nevada
Euroa County
My Commission Expires Oct. 14, 1973

On the 29th day of June, 1973, before me personally appeared OWEN RICE, who acknowledged that he executed the above instrument for the uses and purposes therein set forth.

Witness my hand and seal.

My Commission expires:

Diane E. Seevers
Notary Public
Residing in Reno, Nevada



DIANE E. SEEVERS
Notary Public — State of Nevada
Washoe County
My Commission Expires Dec. 27, 1975

AMENDMENT TO AGREEMENT

WHEREAS, on April 21, 1970, JOHN DAMELE and ROBERTA DAMELE husband and wife, and OWEN RICE a single man, hereinafter referred to as "Sellers", agreed to sell to IDAHO MINING CORPORATION, a Nevada corporation, hereinafter referred to as "Idaho" certain mining claims located in Eureka Mining District, Eureka County, Nevada, and

WHEREAS, it is the desire of the Sellers and Idaho to amend the terms of purchase of the Agreement as set forth in paragraph 1 thereof;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, paragraph 1 of the Agreement is amended to read as follows:

1. Idaho agrees to purchase and the Sellers agree to sell the Property for a total sales price of Ten Thousand Five Hundred Dollars (\$10,500.00), payable as follows:

- a. The sum of Five Hundred Dollars (\$500.00) on or before June 1, 1971; the receipt of which is hereby acknowledged by the Sellers;
- b. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1973;
- c. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1974;
- d. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1975;
- e. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1, 1976.

2. Idaho, as a firm commitment, agrees to perform work on the premises reasonably calculated to meet the annual assessment work requirements of the mining laws of the United States and the State of Nevada, for the fiscal year 1971-72, and to timely record a proof of such labor with the Eureka County Recorder.

All other terms, conditions and covenants of the Agreement of April 21, 1970 remain in full force and effect and shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 25th day of May, 1972.

(Idaho)

IDAHO MINING CORPORATION

By W. L. Wilson
W. L. WILSON, President



(Sellers)

John Damele
JOHN DAMELE
Roberta Damele
ROBERTA DAMELE

Owen Rice
OWEN RICE

STATE OF COLORADO)

COUNTY OF MESA)

ss.

On the 25th day of May, 1972, before me, Connie D. Gordon, a Notary Public in and for said County and State, personally appeared W. L. Wilson, known to me to be the President of Idaho Mining Corporation, the corporation described in and which executed the foregoing instrument, and he acknowledged to me that said corporation, and he on its behalf, executed the same, freely and voluntarily, and for the uses and purposes therein set forth.

Witness my hand and seal.

My Commission expires:
11-6-72

Connie D. Gordon
Notary Public in and for
the County of Mesa, State
of Colorado



STATE OF NEVADA)

COUNTY OF EURICA)

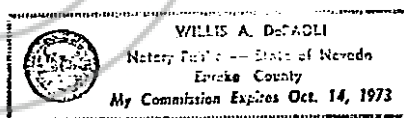
ss.

On the 1st day of JUNE, 1972, before me personally appeared JOHN DAMELE and ROBERTA DAMELE, who acknowledged that they executed the above instrument for the uses and purposes therein set forth.

Witness my hand and seal.

My Commission expires:
10-14-73

Willis A. DePaul
Notary Public
Residing in EURICA, NEVADA



STATE OF NEVADA)
)
COUNTY OF WASHOE) ss.

On the 29th day of June, 1972, before me personally appeared OWEN RICE, who acknowledged that he executed the above instrument for the uses and purposes therein set forth.

Witness my hand and seal.

My Commission expires:

Diane E. Seavers
Notary Public
Residing in Reno, Nevada



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THIRD AMENDMENT TO AGREEMENT

WHEREAS, on April 21, 1970, JOHN DAMELE and ROBERTA DAMELE, husband and wife, and OWEN RICE, hereinafter referred to as "Sellers", agreed to sell to IDAHO MINING CORPORATION, a Nevada corporation, hereinafter referred to as "Idaho" certain mining claims located in Eureka Mining District, Eureka County, Nevada. A Memorandum of Agreement concerning this transaction was duly recorded in the Official Records of said Eureka County in Book 35 at pages 498 and 499. On May 25, 1972 the parties entered into an "Amendment to Agreement", modifying such prior Agreement, and, on May 18, 1973 the parties entered into a "Second Amendment to Agreement", modifying such prior Agreement, and,

WHEREAS, subsequent to the "Second Amendment to Agreement" the parties have verbally agreed to extend the terms of the Agreement without the necessity of making the annual payments called for in such Agreement, as amended, in consideration of Idaho performing and recording assessment work on the property during each fiscal assessment year (1973-74, 1974-75, 1975-76, 1976-77, 1977-78, and 1978-79). Such work has been performed and proof thereof timely recorded, and,

WHEREAS, one of the Sellers, OWEN RICE, died on or about February 20, 1975, and his heirs, MYRTLE GARDNER, RAYMOND RICE and WILLIAM RICE have succeeded to the interest of OWEN RICE in The Property, and these heirs shall hereafter be collectively included in the term "Sellers" as referred to in this Amendment and in the Agreement itself, and,

WHEREAS, it is the desire of the Sellers and Idaho to further amend the terms of purchase of the Agreement as set forth in paragraph 1 thereof;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, paragraph 1 of the Agreement as previously amended by the Amendment to Agreement of May 25, 1972 and as subsequently amended by the Second Amendment to Agreement of May 18, 1973, is further amended to read as follows:

1. Idaho agrees to purchase and the Sellers agree to sell The Property for a total sales price of Ten Thousand Five Hundred Dollars (\$10,500.00), payable as follows:

- a. The sum of Five Hundred Dollars (\$500.00) on or before June 1, 1971; the receipt of which is hereby acknowledged by the Sellers;
- b. The sum of One Thousand Dollars (\$1,000.00) to be paid on the execution hereof;
- c. The sum of Two Hundred Fifty Dollars (\$250.00) to be paid thirty (30) days after the date of execution of this Amendment by Sellers, and monthly thereafter until the total sales price of \$10,500.00 has been paid.

2. Idaho, as a firm commitment, agrees to perform work on the premises reasonably calculated to meet the annual assessment work requirements of the mining laws of the United States and the State of Nevada, for the assessment year which ends September 1, 1980 and to timely record a proof of such labor with the Eureka County Recorder and with the B.L.M. Idaho also agrees to file with the B.L.M. copies of the Location Certificates and appropriate maps for the claims comprising The Property prior to October 21, 1979.

All other terms, conditions and covenants of the Agreement of April 21, 1970 remain in full force and effect and shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 7th day of December, 1979.

(Idaho)

IDAHO MINING CORPORATION

By

W. L. Wilson
W. L. WILSON, President

(Sellers)

John V. Damele
JOHN DAMELE

Roberta Damele
ROBERTA DAMELE

Myrtle G. Gardner
MYRTLE GARDNER

Spouse of Myrtle Gardner

Raymond E. Rice
RAYMOND RICE

Thelma Rice

Spouse of Raymond Rice

William A. Rice
WILLIAM RICE

Virginia Rice

Spouse of William Rice

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

On the 26th day of September, 1979, personally appeared before me, a Notary Public in and for said County and State, W. L. WILSON, known to me to be the President of Idaho Mining Corporation, the corporation described in and which executed the foregoing instrument, and he acknowledged to me that said corporation, and he on its behalf, executed the same, freely and voluntarily, and for the uses and purposes therein set forth.

Witness my hand and seal.

My Commission Expires:
Oct 21, 1980

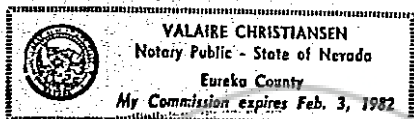
SEAL
Affixed

STATE OF NEVADA)
) SS.
COUNTY OF EUREKA)

Julie Benton
Notary Public in and for the
County of Mesa, State of Colorado

On the 15th day of October, 1979, before me personally appeared JOHN DAMELE and ROBERTA DAMELE, who acknowledged that they executed the above instrument for the uses and purposes therein set forth.

Witness my hand and seal.



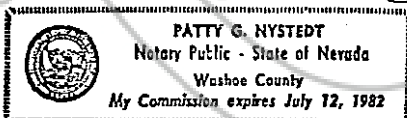
Valaire Christiansen
Notary Public
Residing in Eureka, Nevada

My Commission Expires: Feb. 3, 1982

STATE OF NEVADA)
) SS.
COUNTY OF Washoe)

On the 4th day of December, 1979, before me personally appeared MYRTLE GARDNER and , who acknowledged that she/they executed the above instrument for the uses and purposes therein set forth.

Witness my hand and seal.



Patty G. Nystedt
Notary Public
Residing in

My Commission Expires: July 12, 1982

STATE OF NEVADA)
) SS.
COUNTY OF Washoe

On the 7th day of December, 1979, before me personally appeared RAYMOND RICE and Indira Rice, who acknowledged that he/they executed the above instrument for the uses and purposes therein set forth.



Patty G. Nystedt
Notary Public
Residing in

My Commission Expires: July 12 1982

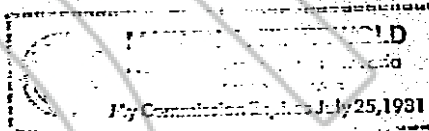
STATE OF NEVADA)
) SS.
COUNTY OF)

On the 29 day of NOV., 1979, before me personally appeared WILLIAM RICE and _____, who acknowledged that he/they executed the above instrument for the uses and purposes therein set forth.

Witness my hand and seal.

Martin A. Cinerud
Notary Public
Residing in

My Commission Expires:



AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) which has been paid by Idaho Mining Corporation into the Escrow Account which is established as hereinafter provided, ALBERT T. LAIRD and NELLIE S. LAIRD, husband and wife; THOMAS CLIFFORD, ELIZABETH CLIFFORD GHIGLIERI and LIBERTY CLIFFORD KANE, sole heirs of CHRISTINA CLIFFORD; ABRAM LAIRD, JOHN D. LAIRD, CEDRIC F. LAIRD and MARY ORRELLE LENSCH PEREHL; GEORGE B. SNYDER, sole heir of CATHERINE E. SNYDER, and CLARENCE A. RAMSEY; all hereinafter collectively referred to as "Sellers", hereby sell to IDAHO MINING CORPORATION, a Nevada corporation, hereinafter referred to as "Idaho", subject to the terms and conditions hereof, the following mining claims, and the land which they encompass, situate in the Eureka Mining District, Eureka County, Nevada, to-wit:

Patented Claims

Rambler	U. S. Survey No. 239
Little Rosa	U. S. Survey No. 301

Unpatented Claims

(Location Certificate Recorded)

	<u>Book</u>	<u>Page</u>
Rambler No. 1	H, Outside District Mining Locations	328
Rambler No. 2	H, Outside District Mining Locations	329
Gossan	J, Outside District Mining Locations	268.

It is agreed as follows:

1. From and after the execution and delivery of this Agreement to the Escrow Holder, Idaho shall have the exclusive possession of said claims during the term of this Agreement, subject to the provisions hereof, and subject to the right of Sellers to inspect said claims at all reasonable times.

2. Idaho hereby agrees to pay to the Sellers (subject, however, to Idaho's right to terminate this Agreement as herein

provided), the total purchase price of Thirty-Two Thousand Dollars (\$32,000.00), payable as follows:

a. One Thousand Two Hundred and Fifty Dollars (\$1,250.00) upon the execution of this Agreement and deposit into an escrow account of the documents called for herein, which will be the effective date of this Agreement,

b. An additional sum of Two Thousand Five Hundred Dollars (\$2,500.00) one year from the effective date hereof,

c. An additional sum of Nine Thousand Four Hundred Seventeen Dollars (\$9,417.00) two years from the effective date hereof,

d. An additional sum of Nine Thousand Four Hundred Seventeen Dollars (\$9,417.00) three years from the effective date hereof,

e. An additional sum of Nine Thousand Four Hundred Sixteen Dollars (\$9,416.00) four years from the effective date hereof, making a total purchase price of Thirty-two Thousand Dollars (\$32,000.00), as provided above, without interest.

3. Idaho shall pay to Sellers a Royalty of ten percent (10%) of the Net Smelter Returns of any ore mined and sold or smelted by Idaho during the term of this Agreement, said royalty payments to be credited to the next annual payment becoming due Sellers. All payments of every description made by Idaho to Sellers shall apply toward said purchase price.

4. Idaho reserves the right to pay any unpaid balance of the purchase price at any time.

5. Sellers represent that they have performed the required annual assessment work for the year 1968-1969 for said unpatented mining claims and have recorded a valid proof of performance of such assessment work. Idaho agrees to perform and record the necessary annual assessment work for said unpatented claims for the succeeding years during which this Agreement shall remain in effect.

6. Notwithstanding anything to the contrary contained herein, Idaho may terminate its rights herein without further liability to Sellers by giving written notice of such termination to Sellers, but it may not so terminate between July 1st

and September 1st of any year without having performed and recorded the necessary annual assessment work for said year. In the event of termination for any reason other than complete performance hereof, Sellers may retain any sums paid to them hereunder as liquidated damages.

7. Idaho agrees to comply with all Federal, State and County Laws and to operate said property in a minerlike fashion, with due regard for the safety of workmen and the preservation of said claims as a workable mine. Idaho shall comply with the provisions of the Statutes of Nevada governing industrial insurance, workmen's compensation and occupational disease as from time to time are in force and shall comply with all statutes and laws relating to social security, unemployment compensation, wages, hours and conditions of labor in connection with the operation of said mining claims.

8. Idaho agrees to pay all debts, obligations or other liabilities arising from or in connection with its occupation or operation of said mining claims and shall hold the Sellers free and clear of any such debts, obligations or liabilities, and shall indemnify and hold the Sellers harmless from all injuries, damages, claims or demands whatsoever of any person or persons whatsoever arising out of or in connection with its occupation or operation of said property.

9. During the term hereof, Idaho agrees to keep said mining claims free of encumbrances placed or caused to be placed thereon by Idaho.

10. Sellers warrant that said mining claims are presently free of any encumbrances, and that they have good possessory title to all of said unpatented claims, and marketable fee title to said patented claims.

11. In the event of termination of this Agreement for any reason, Idaho reserves the right to remove any personal property and any surface improvements placed thereon by Idaho, and said right of removal is to extend for a period of six (6) months after the date of termination.

12. In the event of termination of this Agreement for any reason other than the complete performance hereof, Idaho agrees to furnish to Sellers copies of all factual data which it develops pertaining to said mining claims.

13. If, in the sole opinion of Idaho, it becomes necessary to amend the Certificates of Location of any of said claims, or to perform any other act to perfect the title thereto, Sellers agree to cooperate with Idaho, and for this purpose to sign any such papers deemed necessary by Idaho.

14. All notices given hereunder shall be by United States Mail, Certified or Registered, postage prepaid, addressed as follows:

To Sellers: Albert T. Laird
P. O. Box 142
Dayton, Nevada 89403

To Idaho: Idaho Mining Corporation
Petroleum Building, Room 213
1129 Colorado Avenue
Grand Junction, Colorado 81501.

A copy of every notice given shall be mailed to Nevada Title Guaranty Company, P. O. Box 1290, Reno, Nevada 89504.

15. Sellers shall execute a grant, bargain and sale deed to said mining claims, conveying said claims to Idaho free and clear of any encumbrances, and which deed shall be sufficient to convey to Idaho any after-acquired title. Said Deed, an executed copy of this Agreement and Idaho's check in the amount of \$1,250.00 shall be delivered to Nevada Title Guaranty Company, 90 Court Street, Reno, Nevada, and said company is hereby designated as Escrow Agent in the matter of this Agreement. Said deed shall be held by the Escrow Agent until all sums payable to the Sellers under this Agreement shall have been paid in full, at which time the said Escrow Agent is authorized to deliver the said deed to Idaho. All payments made hereunder by Idaho to Sellers shall be paid to said Escrow Agent together with one-half of the fee of said Agent, and after the remaining

one-half of the fee of said Agent has been deducted, the balance of such payment shall be disbursed by said Agent to Sellers in the respective proportions as set forth on a list to be delivered herewith to Nevada Title Guaranty Company by Albert T. Laird. Idaho shall deposit a quitclaim deed to said claims in said Escrow Account, to be held by the Agent, and to be delivered to the Sellers in the event that this Agreement is terminated for any reason other than the complete performance hereof. At the time the complete purchase price for said claims has been paid to said Escrow Agent, the quitclaim deed from Idaho to the Sellers, as well as the deed from the Sellers to Idaho, shall be delivered to Idaho by said Escrow Agent.

16. If Idaho shall give notice of its termination of this Agreement, or if Idaho shall fail to comply with this contract or fail to make any of the payments as they become due and said default remains uncorrected thirty (30) days after receipt by Idaho of a written Notice of Default (with a copy of said Notice to the Escrow Agent), then the Sellers, at their election and without further notice, may terminate this Agreement, and upon written demand by the Sellers, all documents in the hands of the Escrow Agent shall be returned to the Sellers, and all sums paid on this contract shall be retained by the Sellers as liquidated damages. In such event, Idaho shall forthwith vacate said property and the Sellers shall have the right to take possession of the same. The costs of establishing and maintaining said Escrow shall be shared equally by the Sellers and Idaho. The Escrow Agent shall have no responsibility to determine whether a Noticed default has been corrected or not and may deliver documents upon written demand of Sellers after Notice of Default, unless advised in writing by Sellers and Idaho that the default has been corrected.

17. The Notice of Default hereinabove referred to shall be given in the manner specified for giving notice herein, and shall specify the default or other breach committed or claimed to have been committed.

18. The parties hereto agree to execute a Memorandum of Agreement, which shall be acknowledged and which may be recorded by either party hereto.

19. Idaho shall have the right to assign this Agreement without the consent of Sellers, to any responsible individual, partnership or corporation.

20. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

21. The "Effective Date" hereof shall be considered to be that date on which a fully executed copy of this Agreement, together with fully executed copies of the supporting documents referenced herein are delivered to Nevada Title Guaranty Company.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 5th day of November, 1969.

(Idaho)

IDAHO MINING CORPORATION



By Wm L Wilson
Vice President

ATTEST: Wm L Wilson
Assistant Secretary

(Sellers)

Albert T. Laird
Albert T. Laird, individually
Albert T. Laird
Albert T. Laird, as Attorney in
Fact for Nellie S. Laird,
Thomas Clifford, Elizabeth
Clifford Ghiglieri, Liberty
Clifford Kane, Abram Laird,
John D. Laird, Cedric F. Laird,
Mary Orrelle Lensch Perohl,
George B. Snyder, and
Clarence A. Ramsey
Nellie S. Laird
Nellie S. Laird

STATE OF COLORADO)
COUNTY OF MESA) ss.

On the 5th day of November, 1969, before me, JAMES L. GALE, a Notary Public in and for said County and State, personally appeared Wm. L. WILSON, known to me to be the Vice President of Idaho Mining Corporation, the corporation described in and which executed the foregoing instrument, and he acknowledged to me that said corporation, and he on its behalf, executed the same, freely and voluntarily, and for the uses and purposes therein set forth.



Witness my hand and seal. My commission expires:
My commission expires Oct. 31, 1971.

James L. Gale
Notary Public in and for the
County of Mesa, State of Colorado.
BOOK 18 PAGE 333

STATE OF NEVADA }
Carson City } ss.
COUNTY OF

On November 5, 1969, personally appeared before me, a Notary Public, ALBERT T. LAIRD, who acknowledged that he executed the above instrument individually and as attorney in fact for NELLIE S. LAIRD, THOMAS CLIFFORD, ELIZABETH CLIFFORD GHIGLIERI, LIBERTY CLIFFORD KANE, ABRAM LAIRD, JOHN D. LAIRD, CEDRIC F. LAIRD, MARY ORRELLE LENSCH PEREHL, GEORGE B. SNYDER, and CLARENCE A. RAMSEY.

Witness my hand and seal.

GRACE H. BILYEU
Notary Public - State of Nevada
Carson City
My Commission Expires January 5, 1973
My Commission expires: 1-6-73

Grace H. Bilyeu
Notary Public
1-6-73

STATE OF NEVADA }
Carson City } ss.
COUNTY OF

On November 5, 1969, personally appeared before me, a Notary Public, Nellie S. Laird, who acknowledged that she executed the above instrument.

Witness my hand and seal.

My commission expires: 1-6-73

Grace H. Bilyeu
Notary Public

Receipt of document
acknowledged by Nevada
Title Guaranty Co.
11-7-69
Susan P. Santini

RECEIPT

Nevada Title Guaranty Company acknowledges receipt of the sum of \$1,250.00 from Idaho, together with the sum of \$25.00 as Idaho's one-half of its fee for creating this escrow account, together with Deed executed and acknowledged by Sellers and Quitclaim Deed executed and acknowledged by Idaho and agrees to hold and deliver the same in accordance with the terms of the foregoing agreement attached hereto. The fee for acting as escrow agent shall be one-half of one percent of the amount of each payment with a minimum of \$50.00 per annual payment and a minimum of \$5.00 per royalty payment.

Dated this 7th day of November, 1969.

NEVADA TITLE GUARANTY COMPANY

By Susan P. Santore

BOOK 78 PAGE 535

AMENDMENT OF AGREEMENT

WHEREAS, on November 5, 1969, ALBERT T. LAIRD and NELLIE S. LAIRD, husband and wife; THOMAS CLIFFORD, ELIZABETH CLIFFORD GHIGLIERI and LIBERTY CLIFFORD KANE, sole heirs of CHRISTINA CLIFFORD; ABRAM LAIRD, JOHN D. LAIRD, CEDRIC F. LAIRD and MARY ORRELLE LENSCH PEREHL; GEORGE B. SNYDER, sole heir of CATHERINE E. SNYDER and CLARENCE A. RAMSEY, all hereinafter referred to as Sellers, agreed to sell to IDAHO MINING CORPORATION, a Nevada corporation, hereinafter referred to as Idaho, certain mining claims located in Eureka Mining District, Eureka County, Nevada, more particularly described in the Agreement of November 5, 1969, hereinafter referred to as Agreement; and

WHEREAS, it is the desire of the Sellers and Idaho to amend the terms of purchase of the Agreement as set forth in paragraph 2 thereof,

NOW THEREFORE, in the consideration of the premises and the mutual covenants of the parties hereto, paragraph 2 of the Agreement is amended to read as follows:

2. Idaho hereby agrees to pay to the Sellers (subject, however, to Idaho's right to terminate this Agreement as herein provided, the total purchase price of Thirty-two Thousand Dollars (\$32,000.00), payable as follows:

a. One Thousand Two Hundred and Fifty Dollars (\$1,250.00), receipt of which is hereby acknowledged, said payment made on November 7, 1969.

b. An additional sum of Two Thousand Five Hundred Dollars (\$2,500.00), receipt of which is hereby acknowledged, said payment being made on November 7, 1970.

c. An additional sum of Four Thousand Seven Hundred Eight Dollars and Fifty Cents (\$4,708.50) annually on November 7th of each year commencing November 7, 1971, through November 7, 1975.

d. An additional sum of Four Thousand Seven Hundred Seven Dollars and Fifty Cents (\$4,707.50) on November 7, 1976, constituting a final payment under the terms of the Agreement.

All the terms, conditions, covenants and agreements of the Agreement of November 5, 1969, remain in full force and effect.

IDAHO MINING CORPORATION

ATTEST:

By

Wm. L. Wilson
Vice President

Wm. L. Wilson
Assistant Secretary



Albert T. Laird
Albert T. Laird, individually

Albert T. Laird
Albert T. Laird, as Attorney in Fact for Nellie S. Laird, Thomas Clifford, Elizabeth Clifford Ghiglieri, Liberty Clifford Kane, Abram Laird, John D. Laird, Cedric F. Laird, Mary Orrelle Lensch Pehrl, George B. Snyder, and Clarence A. Ramsey

STATE OF COLORADO)
 : ss.
COUNTY OF MESA)

On the 2nd day of July, 1971, before me, G. Dale Williams, a Notary Public in and for said County and State, personally appeared Wm. L. Wilson, known to me to be the Vice President of Idaho Mining Corporation, the corporation described in and which executed the foregoing instrument, and he acknowledged to me that said corporation, and he on its behalf, executed the same, freely and voluntarily, and for the uses and purposes therein set forth.

Witness my hand and seal.

My commission expires 4/5/73



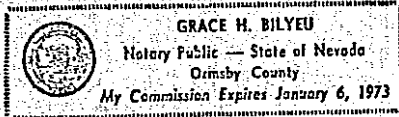
G. Dale Williams
Notary Public in and for the
County of Mesa, State of
Colorado

BOOK 78 PAGE 537

STATE OF NEVADA)
) ss.
Carson City)

On July 8, 19 71, personally appeared before me, a Notary Public, ALBERT T. LAIRD, who acknowledged that he executed the above instrument individually and as attorney in fact for NELLIE S. LAIRD, THOMAS CLIFFORD, ELIZABETH CLIFFORD GHIGLIERI, LIBERTY CLIFFORD KANE, ABRAHAM LAIRD, JOHN D. LAIRD, CEDRIC F. LAIRD, MARY ORRELLE LENSCH, PEREHL, GEORGE B. SNYDER, and CLARENCE A. RAMSEY.

Witness my hand and seal.



Grace H. Bilyeu
Notary Public
Grace H. Bilyeu

My commission expires 1 6-73

72428

RECORDED AT THE REQUEST OF W. L. Wilson
on February 7, 19 80, at 30 mins. past 1 P.M. In
Book 78 of OFFICIAL RECORDS, page 508-538, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 72428 Fee \$ 33.00

BOOK 78 PAGE 538