

QUITCLAIM DEED

This Quitclaim Deed is made effective on the 20th day of DECEMBER, 1988 by and between NORANDA EXPLORATION, INC. whose address is the 12640 West Cedar Drive, P.O. Box 15638, Lakewood, CO 80215 ("Noranda") and ECM, Inc. whose address is 2720 Third Avenue North, P.O. Box 3493, Billings, Montana 59103 ("ECM").

Noranda, in consideration of the sum of Ten Dollars and other valuable consideration paid by ECM to NORANDA, the receipt of which is hereby acknowledged, does release, remise, and forever quitclaim unto ECM all those certain lode mining claims ("the Claims") situated in Eureka County, Nevada, and more particularly described in Exhibit A which is attached to and made a part of this Quitclaim Deed;

Together with all buildings, structures, improvements and tenements, hereditaments and appurtenances located on any of the claims; and,

Together with all minerals, ores and value of every kind and nature whatsoever in, upon or under the Claims;

But subject to a Net Smelter Return ("NSR") royalty of two and one-half percent (2½%) retained by Noranda, to be calculated and paid according to the provisions of Exhibit B which is attached hereto and incorporated herein by this reference.

If, as to all or any part of the Claims, ECM decides not to do the annual assessment work required to maintain the unpatented lode mining claims which make up the Claims or to otherwise abandon the same, the ECM shall notify Noranda of it's decision at least 60 days before the earlier of the date upon which annual assessment work is required to be completed or the date upon which it intends to abandon, and upon written request by NORANDA, ECM shall quitclaim all or such part of the Claims to NORANDA at no cost to NORANDA, and deliver to NORANDA all data in ECM possession relating to the Claims.

NORANDA shall have the right to receive statements and to audit accounts as stated in Exhibit B hereto

In witness whereof, NORANDA has hereby executed this Quitclaim Deed.

NORANDA EXPLORATION, INC.

by: W.C. Nash
Director

**SEAL
Affixed**

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PROVINCE OF ONTARIO)

) ss.

CITY OF TORONTO)

This certifies that on this 9th day of January, 1989, before me, the undersigned, a Notary Public in and for the Province of Ontario, Canada, personally appeared W. A. Nash, known to me to be the a Director of NORANDA EXPLORATION, INC., and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.


Notary Public

My commission does not expire



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EXHIBIT A

To that certain Quit Claim Deed made effective
the 20th day of December, 1988,
by and between Noranda Exploration, Inc.
and
ECM, Inc.

Unpatented Lode Mining Claims Located In:

T24N, R48E Sections 1 and 2

T25N, R48E Sections 1, 2, 3, 4, 10, 11, 12, 13, 14, 15, 22,
23, 24, 25, 26, 27, 34, 35, and 36

T25N, R48 1/2E Sections 12, 13, and 24
Mount Diablo base and Meridian, Eureka County, Nevada.

Recording Data

Claim Names:	County Recording	BLM NMC #
	Book Page	
GAP #1 thru GAP #417 (inclusive)	141 71/487 (inclusive)	355199-355615 (inclusive)
GAP #418	141 488	355917

EXHIBIT B

Attached to and made a part of
the Quitclaim Deed
Between NORANDA EXPLORATION, INC. and
ECM, INC.
made effective December 20, 1988

CALCULATION OF NET SMELTER RETURNS

A. Net Smelter Returns - Definition. As used in the Quitclaim Deed and in this Exhibit, "Net Smelter Returns" (NSR), shall mean the net proceeds received or to be received by Noranda ("the Royalty Interest Party") for minerals sold by the ECM ("the Operator") to a bona fide purchaser, after deduction for all of the following: (a) custom smelting costs, treatment charges, unpaid charges, and penalties, including, but without being limited to, metal losses, penalties for impurities and charges for refining; (b) cost of transporting minerals from the concentrator to a smelter or other place of treatment; and, (c) (c) production taxes, severance taxes, and sales, privileges and other taxes levied on minerals or on the production or value thereof. Net Smelter Returns for minerals treated at a smelter owned, operated or controlled by the Operator or treated on a toll basis for the Operator shall be computed in the above manner, with deductions for all charges and items of cost equivalent to the deductions set forth.

B. Time and Manner of Payment. Net Smelter Returns (NSR) shall be paid within sixty (60) days following the expiration of the calendar quarter in which the minerals are sold, or within sixty (60) days after the Operator has received a settlement sheet for the last of the minerals sold or shipped to a smelter for treatment in a calendar quarter, whichever is later. At the time of making each payment, the Operator shall deliver to the Royalty Interest Party a statement showing the amount of royalty paid and the manner in which it was determined. The statement shall be accompanied by data reasonably necessary to enable the Royalty Interest Party to verify the royalty determination.

All payments to the Royalty Interest Party may be made by the Operator's check or draft, mailed or delivered to the Royalty Interest Party's address. The Royalty Interest Party may also designate by written notice to the Operator a bank within the continental United States that act as its agent for the purpose of receiving, collecting and receipting for such payments. If the Operator makes a payment or payments in accordance with this Section B, it shall be conclusively deemed that such payment or payments have been received by the Royalty Interest Party.

RECORDED AT THE REQUEST OF

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ECM, Inc.

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OFFICIAL RECORDS

CLERK OF DISTRICT COURT

MIN. RESOURCES

FILE NO.

127311

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