

129609

MEMORANDUM OF EXPLORATION AND MINING AGREEMENT
WITH OPTION TO PURCHASE

NOTICE IS HEREBY GIVEN that MARY M. BILSONI, whose mailing address is P.O. Box 152, Eureka, Nevada 89316, GENEVE BILSONI, whose mailing address is P.O. Box 184, Eureka, Nevada 89316 (therin and hereinafter referred to collectively as "Optionor"), and Inter-Globe Resources Ltd., a British Columbia corporation, whose address is Suite 2120 - 650 West Georgia Street, Vancouver, B. C. (therein and hereinafter referred to as "Inter-Globe"), have entered into an Exploration and Mining Agreement with Option to Purchase ("Agreement") effective as of the 6th day of June, 1989, with respect to the mining claims described in Exhibit "A" attached hereto and by this reference made a part hereof, which mining claims are therein and hereinafter referred to as the "Subject Premises." The Agreement is open ended provided payments are being made as specified.

Under the terms of the Agreement, Optionor has granted to Inter-Globe the exclusive possession of and right to enter upon the Subject Premises to explore for, develop, mine, remove and sell any or all Mineral Substances on or under the Subject Premises. The term "Mineral Substances" as used in the Agreement includes, without being limited to, all gold, silver, platinum, iron, copper, molybdenum, vanadium, lead, zinc, cinnabar, bauxite, fluorite, kaolin, diamonds and other precious and semi-precious stones, and all other materials or substances of any nature whatsoever found in natural deposits, whether similar or dissimilar in character to the foregoing minerals, lying in, under or upon the Subject Premises. Optionor has also granted to Inter-Globe the sole exclusive and irrevocable option to purchase the Subject Premises.

Any assignment of interest under the Agreement shall be made expressly subject to the Agreement and shall require the assignee to assume and agree in writing to perform all of the obligations of the assignor under the Agreement as related to the interest assigned. In case of assignment by mortgage, however, such assumption of obligations

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shall not be required, but should such mortgage be foreclosed, the purchaser on foreclosure shall take subject to the Agreement. The provisions of the Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. No assignment shall be effective as between the parties until the first day of the next month following the delivery to the non-assigning party of satisfactory evidence of such assignment.

The Agreement is incorporated herein by this reference and made a part hereof. Copies of the Agreement are in the possession of the parties at the addresses shown on the first page of this Memorandum.

IN WITNESS WHEREOF, this MEMORANDUM OF EXPLORATION AND MINING AGREEMENT WITH OPTION TO PURCHASE has been executed this 18th day of Sept, 1989.

OPTIONORS:

M. M. Bioni
MARY M. BIONI

Geneve Bioni
GENEVE BIONI

OPTIONEE: INTER-GLOBE RESOURCES LTD.

By: A. G. G. G.

SEAL
Affixed

ATTEST

Dusan Berka, Corporate Secretary
(DUSAN BERKA)

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EXHIBIT A

Attached to and made a part of that certain Memorandum of Exploration and Mining Agreement with Option to Purchase with an effective date of June 6, 1989, between MARY M. BISONI, GENEVE BISONI and INTER-GLOBE RES. LTD. with respect to the following unpatented lode mining claims situated in Eureka Cty., Nevada, the location certificates of which are recorded in the Recorder's Office of Eureka, Nevada, at the book and page numbers appearing opposite the claim names set forth below and which are also recorded in the Office of the Bureau of Land Management in Reno, Nevada, under the BLM NMC numbers appearing opposite the claim names as follows:

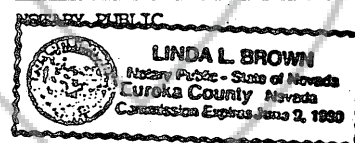
<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>BLM NMC Number</u>
Nan 1	23	512	102086
Nan 2	23	513	102087
Nan 3	23	514	102088
Nan 4	23	515	102089
Nan 5	23	516	102090
Jennette	113	303	102082
Jennette 1	113	303	102083
Jennette 2	113	304	102084
Jennette 3	113	305	102085
Kitty 4	113	316	102091

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STATE OF NEVADA)
COUNTY OF Eureka) ss

On this 1st day of Sept., 1989, before me, the undersigned, a Notary Public in and for the County of Eureka, State of Nevada, duly commissioned and sworn, personally appeared Mary M. Bironi, known to me to be the person whose name is subscribed to the within Instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Linda L. Brown

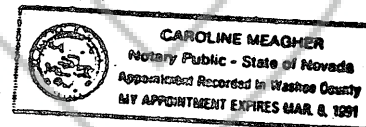


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STATE OF NEVADA)
COUNTY OF Washoe) ss

On this 23rd day of June, 1989, before me, the undersigned,
a Notary Public in and for the County of Washoe, State of
Nevada, duly commissioned and sworn, personally appeared Geneva
Bisoni, known to me to be the person whose name is subscribed to
the within Instrument, and who acknowledged to me that she executed
the same freely and voluntarily and for the uses and purposes therein
mentioned.

Caroline Meagher
NOTARY PUBLIC



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On this 2nd day of ^{August} ~~May~~, 1989, before me, the undersigned, a
Notary Public in and for the Province of British Columbia,
duly commissioned and sworn, personally appeared Vojtech Agyagos,
of Inter-Globe Resources Ltd., known to me to be the person whose
name is subscribed to the within Instrument, and who acknowledged
to me that he executed the same freely and voluntarily and for
the uses and purposes therein mentioned.


NOTARY PUBLIC



RECORDED AT THE REQUEST OF

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Inter-Globe Resources, Ltd.

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALATI, RECORDER

FILE NO.

FEE \$ 10 -

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