

THIS FOURTH ADDENDUM TO SALES AGREEMENT OF JUNE 24, 1985

(this "Fourth Addendum"), is made as of the 25th day of

June _____, 1990 ("effective date"), by SAM BIDA and NEVA F.

BIDA, husband and wife, LEON BELAUSTEGUI and VELMA BELAUSTEGUI,
 husband and wife, and JACK DESMOND and KAYLA DESMOND,

herein referred to as "Sellers," and ST. GEORGE METALS, INC.,

a Nevada Corporation, herein referred to as "St. George," and

REYNOLDS METALS EXPLORATION, INC., a Delaware corporation,

herein referred to as "Reynolds."

R E C I T A L S

1. Sellers have entered into that certain Sales Agreement

with Ralph Rooney as purchaser dated June 24, 1985, a memorandum

of which is recorded in the Official Records of Pershing County,

Nevada, at Book 222, page 499, and in the Official Records of

Lander County, Nevada, at Book 324, page 36, as amended by that

certain Addendum to Sales Agreement of June 24, 1985, dated

November 14, 1988, a memorandum of which is recorded in the

Official Records of Pershing County, Nevada at Book 222, page

525, and in the Official Records of Lander County, Nevada at

Book 324, page 62, and as amended by that certain Second

Addendum to Sales Agreement of June 24, 1985, dated May 5, 1989,

a memorandum of which is recorded in the Official Records of

Pershing County, Nevada at Book 231, page 233, and in the

Official Records of Lander County, Nevada, at Book 332, page

244, and as further amended by that certain unrecorded

amendment styled "Amendment to Lease and Option Agreement,"

dated May 19, 1988 (herein the "Sales Agreement"), for

the purchase and sale of certain unpatented mining claims, herein

referred to as the "Original Claims" or the "Subject Premises";

and

2. The purchaser's right, title and interest in the Sales

Agreement and the Subject Premises was partially assigned by

Assignment dated October 3, 1985, a memorandum of which is

recorded in the Official Records of Pershing County, Nevada at

Book 222, page 508, and in the Official Records of Lander

County, Nevada at Book 324, page 45, and thereafter fully sold

and assigned to St. George by Assignment Agreement dated

September 12, 1986, recorded in the Official Records of Pershing

County, Nevada, at Book 222, page 510, and in the Official

Records of Lander County, Nevada, at Book 324, page 47; and

3. Pursuant to that certain Quitclaim and Assignment of

Purchaser's Interest in Sales Agreement dated May 5, 1989 by and

between St. George and Reynolds, as recorded in the Official

Records of Pershing County, Nevada at Book 231, page 262, and in

the Official Records of Lander County, Nevada at Book 332, page

266, St. George, as assignor, quit claimed, transferred and

assigned to Reynolds an undivided fifty percent (50%) interest

in the assignor's right, title and interest in the Sales Agreement and the Subject Premises; and

4. Pursuant to that certain Jersey Mining Venture Agreement (the "Venture Agreement") dated May 3, 1989, between

St. George and Reynolds, a memorandum of which is recorded in the Official Records of Pershing County, Nevada at Book 231, page 307 and in the Official Records of Lander County, Nevada at Book 332, page 409, St. George and Reynolds own the assets included in the Venture Agreement as co-owners and have subjected their rights and interests in the Subject Premises to the Venture Agreement; and

5. Pursuant to that certain Third Addendum to Sales Agreement of June 24, 1985, which Amendment is dated December 14, 1989, and recorded in the Official Records of Lander County, Nevada at Book 341, page 454 and in Official Records of Pershing County, Nevada at Book 241, page 286 (the "Third Addendum"), additional unpatented mining claims were added to the Sales Agreement;

6. St. George and Reynolds have concluded that circumstances do not presently merit the payment of \$50,000.00 annually to hold the Subject Premises and that they may be forced to terminate the Sales Agreement unless this payment schedule is modified. As an inducement to St. George and

Reynolds to continue the Sales Agreement, the Sellers are willing to modify the purchase price payment schedule.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. Recitals Incorporated. The recitals are incorporated as a part of this Agreement.

2. Modification of Payment Schedule. Paragraph 4 of the Sales Agreement is amended to read as follows:

4. PAYMENTS

In order to keep this Agreement in effect, and subject expressly to section 5 hereof, Purchaser shall make the following payments to Sellers:

- (a) Ten Thousand Dollars (\$10,000.00) upon the execution of this Agreement.
- (b) Ten Thousand Dollars (\$10,000.00) on the first anniversary date of this Agreement.
- (c) Thirty Thousand Dollars (\$30,000.00) on the second anniversary date of this Agreement.
- (d) Fifty Thousand Dollars (\$50,000.00) on the third and fourth anniversary dates of this Agreement.
- (e) Twenty Thousand Dollars (\$20,000.00) on June 24, 1990.
- (f) Twenty Five Thousand Dollars (\$25,000.00) on June 24, 1991.

(g) Thirty Seven Thousand Five Hundred Dollars

(\$37,500.00) on June 24, 1992.

(h) Fifty Thousand Dollars (\$50,000.00) on each

June 24th thereafter until the purchase

price is paid in full. (The final payment may

be less than \$50,000.00.)

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3. Further Assurances. Each party agrees upon the

request of the other to execute, acknowledge and deliver such other documents as may reasonably be required or deemed advisable to carry out or give full effect to the provisions of this Fourth

Addendum.

4. Sole Amendment. Except as expressly amended hereby,

the Sales Agreement shall remain in full force and effect

according to its terms.

IN WITNESS WHEREOF, the parties have duly executed this

Fourth Addendum effective as of the effective date.

ST. GEORGE METALS, INC.
a Nevada corporation

By: [Signature]
Its: Vice President - Exploration

SAM BIDA

[Signature]

Reynolds Metals Exploration, Inc.
a Delaware corporation

By: [Signature]
Its: Vice President

[Signature]
NEVA BIDA

[Signature]
LEON BELAUSTEGUI

[Signature]
VELMA BELAUSTEGUI

[Signature]
JACK DESMOND

[Signature]
KAYLA DESMOND

My Commission Expires: 7-1-93

CRISTIE L. B. LARREAU
Notary Public, State of Nevada
Lander County, Nevada
Comm. Exp. 7-1-93

[Signature]
Notary Public

On this 25th day of June, 1990, personally appeared before me, a Notary Public, KAYLA DESMOND, personally known to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for the purposes therein stated.

STATE OF Nevada
COUNTY OF Lander
ss.)

My Commission Expires: 7-1-93

CRISTIE L. B. LARREAU
Notary Public, State of Nevada
Lander County, Nevada
Comm. Exp. 7-1-93

[Signature]
Notary Public

On this 25th day of June, 1990, personally appeared before me, a Notary Public, JACK DESMOND, personally known to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for the purposes therein stated.

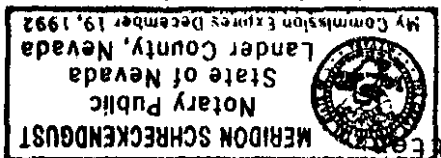
STATE OF Nevada
COUNTY OF Lander
ss.)

STATE OF Nevada
COUNTY OF Esmeralda

ss.

On this 25 day of June, 1990, personally appeared before me, a Notary Public in and for said County and State, James H. McElissor, known to me to be the Vice-President of ST. GEORGE METALS, INC.; that he executed the foregoing instrument and upon oath, did depose that he is the Vice President of said corporation as above designated; that the signature affixed to said instrument was made by himself as Vice President of said as indicated after said signature; that he executed the said instrument on behalf of ST. GEORGE METALS, INC. freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal on the day and year last above



My Commission Expires:

Notary Public

STATE OF Virginia
COUNTY OF Henrico

ss.

On this 31st day of July, 1990, personally appeared before me, a Notary Public in and for said County and State, Douglas D. Links, known to me to be the Vice President of Reynolds Metals Exploration; that he executed the foregoing instrument, and upon oath, did depose that he is the Vice President of said corporation as above designated; that the signature affixed to said instrument was made by himself as Vice President of said corporation as indicated after said signature; that he executed the said instrument on behalf of Reynolds Metals Exploration freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal on the day and year last above written.

My Commission Expires:

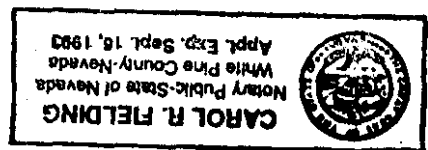
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BOOK 213 PAGE 168



STATE OF Nevada)
COUNTY OF White Pine)
SS. On this 21st day of June, 1990, personally appeared before me, a Notary Public, SAM BIDA and NEVA F. BIDA, husband and wife, personally known to me to be the persons who executed the above instrument, and acknowledged to me that they executed the same for the purposes therein stated.



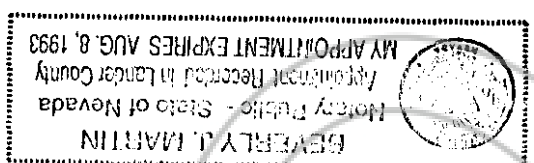
Carol R. Fielding
Notary Public

My Commission Expires:

STATE OF Nevada)
COUNTY OF Lander)
SS.

On this 25th day of June, 1990, personally appeared before me, a Notary Public, LEON BELAUSTEGUI and VELMA BELAUSTEGUI, husband and wife, personally known to me to be the persons who executed the above instrument, and acknowledged to me that they executed the same for the purposes therein stated.

[Signature]
Notary Public



My Commission Expires: 8-8-93

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 213 PAGE 161
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EUREKA COUNTY, NEVADA
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BOOK 213 PAGE 161