

EXHIBIT D

WHEN RECORDED TURN TO:

ROBERT JOHNSONSQ.
KENNECOTT EXPLORATION COMPANY
961 MATLEY LANE
SUITE 120
RENO, NEVADA 89502

MEMORANDUM OF AGREEMENT

This Memorandum of agreement made this 1st day of April 2001, by and among: CHAPLEAU RESOURCES LTD., a company duly incorporated under the laws of the Province of British Columbia, having a place of business at 202, 135 10th Avenue South, Cranbrook, British Columbia, V1C 2N1 (hereinafter, "Chapleau"); WHITE KNIGHT GOLD (U.S.) INC., a company duly incorporated under the laws of Delaware having a place of business at 3 - 1020 West Main Street, Boise, Idaho 83702 (hereinafter, "WKG(US)"); CUNERALS, INC., a company duly incorporated under the laws of Nevada, having a place of business at 1 East 1st Street, Reno, Nevada, 89501 (hereinafter, "CUN"); WHITE KNIGHT RESOURCES LTD., a company duly incorporated under the laws of the Province of British Columbia, having a place of business at Suite 922, 510 West Hastings Street, Vancouver, British Columbia, V6B 1L8 (hereinafter, "WKR" and together with Chapleau, WKG(US) and CUN, the "Optionors"); and KENNECOTT EXPLORATION COMPANY, a company duly incorporated under the laws of Delaware, having a place of business at 961 Matley Lane, Suite #120, Reno, Nevada 89502 (hereinafter "Kennecott");

WHEREAS, the parties have entered into that certain Indian Ranch Option Agreement (the "Option Agreement") pertaining to certain properties described in Attachment A hereto (the "Claims") and wish to give record notice of the existence of the Option Agreement and certain principal terms and provisions of such Option Agreement;

NOW THEREFORE, and in consideration of the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree each with the other as follows:

I. Grant of Option. Subject to the terms of the Option Agreement, each of the Optionors have and hereby jointly and severally dedicate all of their rights, titles and interests in the Claims to this Agreement and grant to Kennecott the sole and exclusive rights and options (the "Option") as follows:

A. The option to conduct the exploration and evaluation activities on the Claims as described in the Agreement;

B. The option to acquire sixty percent (60%) of all rights, titles and interests of all of the Optionors in and to the Claims (it being understood that as a result of the

same, Kennecott would hold a 60% interest in all of the rights, titles and interests in the Claims notwithstanding the grant of the option in the Chapleau Option Agreement or other arrangements between the Optionors); and

C. The option to enter into a joint venture or limited liability company arrangement with the optionors, in the manner contemplated in Section 4.4.2 of the Option Agreement.

II. The rights of Kennecott are subject to the payment of certain option payments and the conduct of certain exploration work on or with respect to the Claims, as described in the Option Agreement.

III. Each of the Optionors have irrevocably designated WKG(US) as its attorney-in-fact and agent coupled with an interest for the taking of actions, collection of funds and notices, and the execution of conveyances of certain of their rights, titles and interests in and to the Claims, as provided in the Option Agreement.

IV. DESIGNATION OF OPTIONORS' AGENT. FOR THE PURPOSES OF THE OPTION AGREEMENT, EACH OF THE OPTIONORS HAS AND HEREBY CONFIRMS THAT IT IRREVOCABLY DURING THE TERM OF THIS AGREEMENT, DESIGNATES WKG(US) AS ITS EXCLUSIVE ATTORNEY-IN-FACT AND AGENT COUPLED WITH AN INTEREST (THE "OPTIONORS' AGENT") WITHOUT THE RIGHT OF SUBSTITUTION ABSENT THE PRIOR WRITTEN CONSENT OF KENNECOTT (WHICH WILL NOT BE UNREASONABLY WITHHELD) FOR ANY AND ALL ACTIONS REQUIRED BY THE OPTIONORS UNDER THE OPTION AGREEMENT, OR THE EXERCISE OF THE RIGHTS OF ANY OF THE OPTIONORS UNDER THE OPTION AGREEMENT, AS FULLY AS THE PARTY MAY TAKE ON ITS OWN BEHALF, INCLUDING WITHOUT LIMITATION, THE FOLLOWING: (I) RECEIPT AND DISTRIBUTION OF ANY AND ALL PAYMENTS DUE TO ANY OF THE OPTIONORS FROM KENNECOTT UNDER THE OPTION AGREEMENT; (II) THE RECEIPT AND DISTRIBUTION OF NOTICES GIVEN BY KENNECOTT; (III) THE RECEIPT AND DISTRIBUTION OF ANY QUIT CLAIM DEEDS OR OTHER CONVEYANCES TO THE OWNERS OR THE OPTIONORS BY KENNECOTT; (IV) THE EXECUTION OF ANY AND ALL ASSIGNMENTS, DEEDS, RELEASES AND OTHER CONVEYANCES OR OTHER ACTIONS TO BE TAKEN BY, OR TAKEN WITH RESPECT TO, ANY PARTY OF THE FIRST PART INCLUDING ANY TRANSFERS AND CONVEYANCES CONTEMPLATED IN ARTICLE 2 OF THE OPTION AGREEMENT; AND (V) TO TAKE ANY AND ALL OTHER ACTIONS DESCRIBED IN THE OPTION AGREEMENT TO BE PROVIDED TO, OR THROUGH, THE OPTIONORS' AGENT. THE OPTIONORS' AGENT HEREBY CONSENTS AND ACCEPTS SUCH DESIGNATION AND AGREES TO UNDERTAKE SUCH DUTIES AND OBLIGATIONS. WITH RESPECT TO THE DUTIES UNDERTAKEN BY THE OPTIONORS' AGENT, THE OPTIONORS HEREBY IRREVOCABLY AGREE WITH KENNECOTT THAT THEY SHALL LOOK SOLELY TO THE OPTIONORS' AGENT FOR THE SATISFACTION OF

THE SAME. NO CHANGE OR DIVISION OF OWNERSHIP BY ANY OF THE OPTIONORS SHALL AFFECT OR MODIFY IN ANY WAY THE OBLIGATIONS OF KENNECOTT UNDER THE OPTION AGREEMENT AND KENNECOTT SHALL NOT BE RESPONSIBLE FOR ANY WRONGFUL OR IMPROPER DISTRIBUTIONS BY THE OPTIONORS' AGENT OR THE BREACH OF ITS OBLIGATIONS. ALL REFERENCES TO THE PARTIES SHALL BE DEEMED TO BE KENNECOTT AND THE OPTIONORS ACTING THROUGH THE OPTIONORS AGENT.

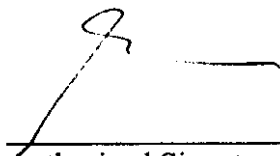
IV. Nothing here shall be deemed to enlarge or modify the rights or obligations in the Option Agreement. If there are any inconsistencies between this Memorandum Agreement and the Option Agreement, the Option Agreement shall control.

V. This Memorandum of Agreement is governed by the laws of the State of Nevada.

VI. A copy of the Option Agreement is on file with the Kennecott Exploration Company, whose address is: 961 Matley Lane, Suite #120, Reno, Nevada 89502.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals effective as of the Effective Date set above written.

CHAPLEAU RESOURCES LTD.


Authorized Signatory

Date: April 11 2001

The CORPORATE AL of
CHAPLEAU RESOURCES LTD. was
Hereunto affixed in presence of:

Authorized Signator

Authorized Signator

PROVINCE OF BRISH COLUMBIA

) TO ALL TO WHOM
THESE PRESENTS
MAY COME, BE
SEEN OR KNOWN

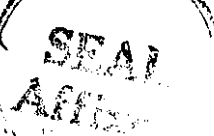
) ss.

CITY OF CRANBROOK)

I HEREBY RTIFY, that on the 11th day of April, 2001, before me, the
subscriber, a Notary Public by Royal Authority, duly appointed and sworn, residing and
practising in the City of Cranbrook, Province of British Columbia, personally came and
appeared, Eric Witzner and _____, each a subscribing witness to the foregoing
Instrument, who, having been by me duly sworn, made oath and saith that
Eric Witzner, one of the parties thereto, caused the same to be executed in
its name and on its behalf and its corporate seal to be thereunto affixed by its proper
officers in his/her presence.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of office the
day and year first above written.

Allan Rella
A Notary Public in and for
the Province of British Columbia



ALLAN RELLA
LAWYER
2nd Floor, 6 - 10th Ave. S.
Cranbrook, B.C.
VIC 2M8

A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA

395357.5

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BOOK 342 PAGE 007

WHITE KNIGHT GOLD (U.S.) INC.

Per:

Authorized Signatory

Date: April 11 2001

PROVINCE

STATE OF BRITISH COLUMBIA

)

) ss.

County of _____

)

On this, the 11 day of APRIL, 2001, before me, the undersigned Notary Public, personally appeared MEGAN CAMERON-JONES, the DIRECTOR of White Knight Gold (U.S.) Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

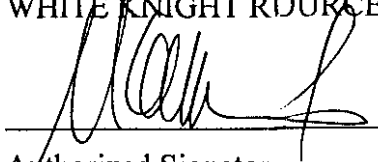
Notary Public

My commission expires: DOES NOT

DAVID L. MILLI
Barrister & Solicitor
Suite 1100 - 1055 West Hastings Street
Vancouver, B.C. V6E 1
Phone: 443-7040
Fax: 443-7000

SEAL
affixed

WHITE KNIGHT RESOURCES LTD.

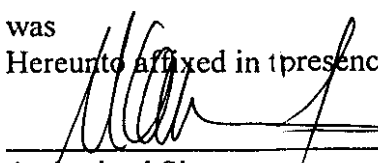

Authorized Signatory

Date: April 11 2001.

The CORPORATE SEAL of
WHITE KNIGHT RESOURCES LTD.

was

Hereunto affixed in presence of:


Authorized Signatory

Authorized Signatory



PROVINCE OF BRITISH COLUMBIA

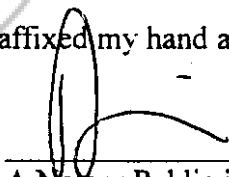
) TO ALL TO WHOM
THESE PRESENTS
MAY COME, BE
SEEN OR KNOWN

) ss.

MUNICIPALITY OF METROPOLITAN VANCOUVER)

I HEREBY CERTIFY, that on the 11th day of APRIL, 2001, before me, the subscriber, a Notary Public by Royal Authority, duly appointed and sworn, residing and practising in the Municipality of Metropolitan Vancouver, Province of British Columbia, personally came and appeared, MEGAN CAMERON, and JONES, each a subscribing witness to the foregoing Instrument, who, having been by me duly sworn, made oath and saith that WHITE KNIGHT RESOURCES LTD., one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed by its proper officers in his presence.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of office the day and year first above written.


A Notary Public in and for
the Province of British Columbia

BOOK 342 PAGE 009



CUN MINERALS, INC.

Per:

Authorized Signatory

PROVINCE
STATE OF BRITISH COLUMBIA

County of _____

)
) ss.
)

On this, the 11 day of APRIL, 2001, before me, the undersigned
Notary Public, personally appeared MEGAN CAMERON-JONES, the
PRESIDENT of CUN Minerals, Inc., a Nevada corporation, known to me
to be the person whose name is subscribed to the foregoing instrument and acknowledged
that he/she executed same on behalf of the corporation for the purposes therein
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires DOES NOT



3953575

DAVID L. MILLER
Barrister & Solicitor
Suite 1100 - 1055 West Hastings Street
Vancouver, B.C. V6E 2E9
Phone: 443-7040
Fax: 443-7000

CUN MINERALS, L.

Per:

Authorized Signator

STATE OF _____)
) ss.
County of _____)


On this, the __ day of _____, 2001, before me, the undersigned
Notary Public, personally appeared _____, the
_____ of CUN Minerals, Inc., a Nevada corporation, known to me
to be the person whose name is subscribed to the foregoing instrument and acknowledged
that he/she executed same on behalf of the corporation for the purposes therein
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires _____

KENNECOTT EXPLORATION COMPANY

By: 
John V. Maras

Its: President

Date: 12 APRIL 2001.

STATE OF UTAH)
) ss.
County of Salt Lake)

On this, the 12 day of April, 2001, before me, the undersigned Notary Public, personally appeared John Main, the President of Kennecott Exploration Company, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the corporation for the purposes therein come.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires



BOOK 342 PAGE 004
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Kennecott Expl. Co
01 JUN 26 PM 1:30

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 15⁰⁰

176682

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