

180988

**AGREEMENT AND
SPECIAL WARRANTY DEED
RESERVING OVERRIDING ROYALTY INTEREST**

This Agreement and Special Warranty Deed Reserving Overriding Royalty Interest ("Deed") is made effective as of this 5th day of December, 2002, between Idaho Resources Corporation, a Nevada corporation ("Idaho"), with principal offices at 101 South Third Street, Suite 101, Grand Junction Colorado 81501, as grantor, and Placer Dome U.S., Inc., a California corporation ("PDUS"), having an office at 240 South Rock Boulevard, Suite 117, Reno, Nevada 89502, as grantee. Idaho and PDUS are hereafter sometimes referred to collectively as the "Parties" and individually as a "Party".

Idaho, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration received from PDUS, the receipt and sufficiency of which are acknowledged, hereby bargains, sells, deeds and conveys to PDUS, its successors, and assigns, the unpatented mining claims described in Schedules I, and III attached hereto (the "Claims"), reserving, however, a perpetual, overriding royalty interest as specified below, in the Claims and in any other mineral properties and interests presently owned by Idaho, or which may hereafter be acquired by Idaho or PDUS prior to June 1, 2083, within the Area of Interest, all as more fully described in this Deed. The Claims and other mineral properties and interests in the Area of Interest that are subject to the royalty reserved by this Deed are referred to herein as the "Subject Property."

Article I.

Percentage, Royalty Bases, and
Method of Calculation of Royalty

1.1 Percentage of Royalty. PDUS shall pay to Idaho an overriding royalty (the "Royalty") equal to three (3 %) of the applicable Royalty Base with respect to all gold, silver,

and other salable ores, mls, minerals, materials and other mine or mill products (collectively, "Production") produced in the Subject Property after the effective date of this Deed and sold by or for PDUS, all in accordance with the provisions hereinafter set forth in this Article I.

Some of the Claims that are listed on Schedules II and III lie partly within Township 26 North, Range 49 East of Mt Diablo Base and Meridian. Idaho conveyed to PDUS certain claims owned by it that wholly with T.26N., R49E. by a Special Warranty deed, dated as of October 18, 2002 and recorded on November 6, 2002 in Book 353 commencing at Page 372 of the Official Records of the Recorder of Eureka County, Nevada, and with respect to such conveyed claims, PDUS and Idaho are parties to a Partial Relinquishment of Overriding Royalty Interest and Modification of Conveyance and Grant of Overriding Royalty, recorded on November 5, 2002, in Bk 353 commencing at Page 354 of the Official Records in the Office of the Recorder of Eureka County, Nevada (the "Zeke Agreement"). The Parties agree that for any Production from a portion of Claims that is situated within T. 26 N., R. 49 E., the calculation and rate of royalty payable will be made in accordance with the Zeke Agreement, and the Royalty rate will be 0.75% instead of 3%. Idaho shall convey to PDUS by a Special Warranty Deed any and all of the Claims that lie wholly with T.26N., R49E. and such Claims shall thereupon become subject to the Zeke Agreement and shall no longer be subject in any respect to this Deed.

(a) Gold and/or Silver. The Royalty Base applicable to gold or silver produced from the Subject Property, other than gold or silver contained in ores or concentrates that are shipped to a smelter (which ores and concentrates are subject to Section 1.1(b)), shall be the "Gross Value," calculated as specified in this Section 1.1(a), regardless of how or in what form such gold or silver produced, including by in situ or solution mining, by mining ores and

the extraction of gold or silver by means of heap or vat leaching, by milling or other extraction methods, and by refining produce doré or Bullion. The term "Bullion," as used herein, means refined gold or silver meeting the generally accepted commercial standards for refined gold or refined silver, as the case may be, recovered from Production by refining by an independent third-party refinery or refineries. The number of ounces (wherever used herein "ounces" refers to Troy ounces) of gold or silver contained in Bullion recovered in each month from Production shall be determined by records pertaining thereto of the said refinery or refineries.

(Gross Value for Bullion Produced by PDUS. If PDUS causes Bullion to be produced from or mined from the Subject Property, "Gross Value" shall be determined as provided in this Section (a)(1) by multiplying the ounces of gold and of silver contained in Bullion recovered during any calendar month, by the respective average price for gold and silver Bullion for that month, follows:

- (i) The average monthly price of gold for the month of Production shall be calculated by dividing the sum of all of the prices for gold reported for the month by the London Bullion Market Association in its P.M. Gold Fixes divided by the number days for which such prices were reported.
- (ii) The average monthly price for silver for the month of Production shall be determined by the average New York Silver Price as published daily by Handy and Harman, calculated by dividing the sum of all such prices reported for the month by the number of days for which such prices were reported.
- (iii) If either the London Bullion Market Association P.M. Gold Fix or the Handy and Harman silver quotations cease to be published, all such references shall be replaced with references to prices of gold and silver for immediate

delivery the most nearly comparable established market selected by mutual agreement the Parties as published in "Metals Week" or a similar publication.

The product obtained by multiplying the number of ounces of gold contained in Bullion recovered during any month by the average monthly price for gold Bullion for such month (as such average monthly price is determined as above provided), shall be added to the product obtained by multiplying the number of ounces of silver contained in silver Bullion recovered during that month by the average monthly price for silver for such month, (as such average monthly price is determined as above provided), and the sum of those amounts shall constitute the Gross Value Royalty for calculation of gold/silver Royalty applicable to this Section 1.1(a) due for that month.

Gross Value for Doré Sold by PDUS. If PDUS sells doré produced from ores mined from the Subject Property to an unaffiliated third party "Gross Value" shall be determined as provided in this Section 1.1(a)(2) and shall be equal to the product obtained by multiplying the ounces of gold and of silver contained in such doré sold during any calendar month by the recovery rate specified in the contract of sale (or in the absence of a specified contractual rate, by the usual recovery factor) and then by the respective average price for gold and silver Bullion for that month (determined as specified in Section 1.1(a)(1)).

Gross Value for Ores or Concentrates Sold by PDUS. If PDUS sells ores mined from the Subject Property or concentrates (other than doré) produced therefrom to an unaffiliated third party, "Gross Value" shall be determined as provided in this Section 1.1(a)(3) and shall be equal to the amount of proceeds actually received by PDUS from the sale of such ore; provided, however, that if the contract of sale provides that the proceeds to be received by

PDUS are reduced by processing costs incurred by the purchaser, the stated amount of such processing costs shall be added to the Gross Value of the ores or concentrates.

(a) Processing or Sale of Concentrates or Ores at Sites Outside Area of Interest. The Parties agree that if PDUS elects to ship ore or concentrate that is subject to Royalty payment pursuant to Section 1.1(a) to milling or other processing facilities or to a point of sale which is situated more than ten (10) miles from the exterior boundaries of the Area of Interest, PDUS shall be allowed to deduct from the Royalty Base the actual cost of transporting ore or concentrate from PDUS's mine site to such mill or other processing facility.

(b) Ore or Concentrate Sold to Smelter. The Royalty Base for calculation of Royalty in respect to ore produced from the Subject Property and/or concentrate derived from ores produced from the Subject Property (other than ore principally valuable for the uranium and/or vanadium contained therein) which are sold in an arms-length sale to a third-party smelter by PDUS shall be the Net Smelter Returns received therefrom. The term "Net Smelter Returns" means the amount actually received by PDUS from the smelter less, to the extent paid by PDUS:

(i) the costs of surface transportation, inclusive of insurance, of the ores from the Subject Property (in the case of ores sold in the crude state) or of the concentrates from the mill (in the case of the sale of concentrate derived from such ores) to the smelter, (ii) the costs of smelting such ores or concentrate and (iii) any metallurgical penalties, surcharges or other charges made or imposed by the smelter.

(c) Uranium and/or Vanadium Ore. The Royalty Base for calculation of Royalty in respect to ore principally valuable for uranium and/or vanadium which is mined and sold from the Subject Property, if such ore is sold in the crude state in an arms-length sale, shall be the Net Sales Price received therefrom. "Net Sales Price" shall mean the proceeds received

from the sale of such ores the costs of surface transportation, including insurance, of the ore from the Subject Property to the point of sale. If such ore is concentrated by PDUS, either on its own facilities or by means of tolling arrangements, or if such ores are sold other than as a result of an arms-length transaction, then the term "Net Sales Price" shall mean the prevailing price paid at the time such ore mined for ores of like grade and metallurgical characteristics f.o.b. the Subject Property by other purchases of uranium and/or vanadium ores.

(d) Other Mineral, Substances and Ores. If PDUS should produce and sell any minerals, substances or ores from the Subject Property, other than those encompassed within the provisions of Section 1(a) through (c), the Royalty Base for calculation of the Royalty applicable thereto shall be the net proceeds received for such substances after deducting the cost of the transportation thereof from the Subject Property to the point of sale.

1.2 Effect or Position of Federal Royalty; Net Proceeds of Mines Taxes. If, in the future, a royalty is imposed on, and required to be paid upon, Production from the Subject Property by the United States of America, the amount of such royalty actually paid to the United States by PDUS may be deducted by PDUS from the applicable Royalty Base before calculation of the Royalty payable in respect to Production from the Subject Property burdened by such royalty. It shall be possible for payment of any Net Proceeds of Mines taxes imposed by the State of Nevada in respect to Royalty paid under this Deed.

1.3 Commingling of Ores. Prior to commingling any ores, minerals or materials produced from property outside of the Area of Interest with Production derived from the Subject Property, all such commingled ores, minerals and materials from each source shall first be weighed or measured, sampled, assayed and metallurgically analyzed in accordance with sound mining and metallurgical practice in order that the Royalty due Idaho hereunder can be

reasonably and accurately determined. Upon request to PDUS, Idaho shall have the right to have a representative present the time all such samples and measurements are taken. Idaho shall have the right to obtain sample splits for separate assaying in order to determine the accuracy of the assays of PDUS. PIS shall make available to Idaho pertinent technical data and records within its possession reasonably required to determine the accuracy of calculation made by PDUS of Royalty payable upon commingled ores, minerals or materials.

1.4 Furnish Marketing Information. Idaho shall have the right to be supplied monthly with duplicate element sheets from any refinery, mill, smelter or other purchaser of Production derived from Subject Property, whether or not the mine products have been sold, and shall be supplied with PDUS's monthly reports of mining, milling and leaching activities relating specifically to Subject Property and sufficient information as to the amounts of the gold and silver contained in doré and Bullion recovered during the month so that Idaho will be able to determine the amount of Production on which Royalty is due to Idaho.

1.5 Payment Royalty. Payments of Royalty shall be made by check or wire transfer, at the election of Idaho, to the Depository Agent designated in Section 1.6. Royalty on Production shall be payable monthly by the last day of the month following the month in which settlement is made. PIS shall accompany each such payment with sufficient detailed data showing quantities of Production produced and refined, in respect to gold or silver, or sold in respect to other types of production, in order that Idaho may verify the accuracy of each payment.

1.6 Depository Agent. The Grand Valley National Bank, P. O. Box 4090, Grand Junction, CO 81502, ("Depository Agent") is hereby designated by Idaho as its agent to receive Royalty payments which become due Idaho. Payments of Royalty by PDUS to

Depository Agent shall institute full payment to Idaho. Idaho may change the Depository Agent from time to time providing written notice to PDUS.

1.7 Hedging activities. PDUS shall have the exclusive right to market and sell to third parties all Product produced from the Subject Property in any manner it chooses, including without limitation through forward sales and the repayment of gold loans, and to engage in hedging, price protection and similar activities. With respect to the Royalty payable under Section 1.1(a), the Royalty Base shall not include any profits received or losses suffered by PDUS as a result of marketing, forward sales, hedging or price protection activities.

1.8 Objectiorinality of Royalty Payments. Idaho at its sole election and expense, shall have the right to form, not more frequently than once annually following the close of each calendar year, an audit of PDUS's accounts relating to payment of the Royalty by any authorized representative of Idaho. Any such inspection shall be for a reasonable length of time during regular business hours, at a mutually convenient time, upon at least five (5) business days prior written notice by Idaho. All payments of Royalty made in any calendar year shall be considered final and in full accord and satisfaction of all obligations of PDUS with respect thereto, unless Idaho gives written notice describing and setting forth a specific objection to the calculation thereof within one (1) year following the end of the calendar year. PDUS shall account for any agreed on deficit or excess in royalty payments made to Idaho by adjusting the next monthly statement and payment following completion of such audit to account for such deficit or excess.

Article II. Subject Property

2.1 Property and Interests Presently Owned or Held by Idaho. The mining claims, properties and interests therein presently owned or held by Idaho which are subject to the

Royalty and rights and interests conveyed to PDUS under this Deed, are specifically listed and described on Schedules I, and III, hereto attached and incorporated herein by this reference for all purposes. If Idaho presently owns mining claims, properties and/or mineral interests within the Area of Interest which are not described on Schedules I, II, and III, upon the request of PDUS (i) such mining claims, properties and/or mineral interests shall become a part of the Subject Property, (ii) Idaho shall promptly convey such claims, properties or mineral interests to PDUS, subject to all of the terms of this Deed, including the obligation to pay Idaho the Royalty thereon.

(a) The claims identified on Schedule I consist of existing claims owned by Idaho, for which the requisite claim maintenance fees due August 31, 2002 have been paid to the BLM, and for which Notice of Intent to hold unpatented mining claims has been recorded in the Office of the Recorder Eureka County, Nevada.

(b) The claims identified on Schedule II consist of claims which were located by Idaho during August, September and October, 2002. Idaho has recorded location certificates and claim location maps as where appropriate, notices of intent to hold for the claims listed on Schedule II with the Eureka County Recorder and has filed copies of the location certificates and appropriate maps with the BLM, and has paid the appropriate fees for recording and filing these documents. Idaho has furnished to PDUS receipts from Eureka County and the BLM for such recording and filing costs, which total \$73,553. Promptly following the effective date of this Deed, PDUS shall reimburse Idaho the amount of such recording and filing costs. If requested by PDUS, Idaho agrees to execute a confirming conveyance to PDUS with respect to the Claims on Schedules II and III. Any such confirming conveyance shall be subject to all the terms and conditions of this Deed including the obligation to pay Idaho the Royalty thereon.

(c) The claims identified on Schedule III consist of claims which were located by PDUS but as agent for Ito, during September and/or October, 2002. PDUS will complete the acts of locating, monumenting and recording location certificates and claim location maps in the Office of the Recorder of Deeds inureka County, and to file copies with the BLM, all at PDUS's expense.

2.2 Area of Interest. As used in this Deed, "Area of Interest" means the following area:

T. 24 N., R. 50 E MDB&M

Section 4 W ¼

Section 1 ½

Section 4 ½

T. 25 N., R. 49 E MDB&M

Sections 2, 3: All

Sections 9, 11, 12, 13, 14, 15: All

Section NW ¼ and E ½

Sections 4, 25: All

Section NE ¼ and N ½ SE ¼

Sections 6 N ½ NW ¼ and NE ¼

There shall be excepted from the Area of Interest, the lands subject to any claims owned on August 30, 2002 by White Knight Resources Ltd. in T. 25 N., R. 49 E. (White Knight's "IR" claim group). The lands subject to those IR claims are subject to a Confidentiality Agreement between PDUS and White Knight Resources Ltd., dated February 11, 2002. If any portion of

any of the Claims are located on lands that were subject to those IR claims, the conflicting portion of the Claims shall be abandoned.

T. 25 N., R. 50 E MDB&M

Section 7 ½

Sections 4, 5, 6, 7, 8, 9, 10: All

Section W ½

Section W ½

Sections 16, 17, 18, 19, 20, 21, 22: All

Section W ½

Section W ½

Sections 29, 30, 31, 32, 33: All

Section NW 1/4

T. 26 N., R. 50 E MDB&M

Section W ½

Sections 27, 28, 29, 30: All

Sections 31, 32, 33, 34: All

Section W ½

For illustrative purposes, a copy of a map, at approximate scale 1" = 1.18 miles, showing the Area of Interest is attached as Schedule IV, with the understanding that the location of the eastern boundary of the White Knight IR claims is as yet only approximate, and to the extent the claim monuments can readily be found, will be surveyed at Idaho's expense.

2.3 Obligation of Idaho and PDUS In Respect to Mineral Interests Acquired Within Area of Interest. Both Idaho and PDUS shall be free to locate mining claims or otherwise

acquire mining claims mineral interests within the Area of Interest, subject to the following conditions:

(a) PDUS should amend, relocate or patent any of the mining claims which are or which may become subject to this Deed, any such amended, relocated or patented claim shall be considered for purposes, to be a part of the Subject Property, subject to all of the terms and conditions of its Deed, including the obligation to pay Idaho the Royalty thereon as specified in Article I hereof.

(b) Subject to Section 3.3(b), after the date of this Deed and prior to June 1, 2083, PDUS acquires a mining claims, leases or mineral interests within the Area of Interest, such property shall become a part of the Subject Property and subject to all of the terms and conditions of this Deed including the obligation to pay Idaho the Royalty thereon.

(c) Prior to June 1, 2083, Idaho should acquire mining claims, leases or mineral interests within the Area of Interest, it shall offer to sell and convey, or assign in the case of a lease or other contract right, such mining claims or mineral interests to PDUS, by giving written notice of such acquisition to PDUS specifying the mining claims, leases or mineral interests acquired, the nature of the interests acquired, and its acquisition costs relating to such interests. PDUS shall have a period of 30 days from receipt of such notice to notify Idaho of its election to receive a conveyance from Idaho of the interests so acquired. If PDUS fails, within such 30 day period, to notify Idaho of its election to receive a conveyance of the interests acquired by Idaho, then it shall be deemed to have waived its right to acquire such interests. If PDUS timely elects to acquire any mining claims or mineral interests offered to it hereunder, it shall reimburse Idaho its costs of acquisition of such interests, and simultaneously Idaho shall convey to PDUS by assignment (in the case of a lease or contract right) or by special warranty

deed (in the case of mining claims or mineral interests), subject to all of the terms and conditions of this Deed, including reservation by Idaho of the Royalty with respect to the acquired property.

(d) Notwithstanding any other provision of this Deed, the Royalty payable with respect to any of the Subject Property that (i) becomes subject to this Deed pursuant to Section 2.3(b) or (c) and (ii) was acquired by Idaho or PDUS from a third party, shall be one percent (1%) and not three percent (3%).

Article III.

Right of First Refusal – Abandonment of Claims

3.1 Grant of Right of First Refusal. Except as provided in Section 3.2, if Idaho should elect to sell all or a portion of its rights and interests in the Royalty and has received an offer therefor from a third party (which may be conditioned upon the performance of usual and customary "due diligence" by the offering third party), then Idaho shall first offer the interest to be sold to PDUS by written notice specifying the name of the prospective purchaser, the portion of the interest to be sold, the price (which in any event must be a monetary amount) and the terms of payment of the purchase price. PDUS shall have a period of 30 days from receipt of such notice in which to notify the Idaho of its election to purchase the offered interest at a price equal to the price and payment terms offered by the offering third party. If PDUS fails, within such 30 day period, to agree to purchase the interest offered, then at the end of the period Idaho may proceed with the sale to the offering third party at the price and in accordance with the terms contained in the notice sent to PDUS, provided that the closing of the sale to the third party shall be made within 10 days of the end of the 30 day period specified above, or the sale shall become void and PDUS's first refusal rights shall be reinstated. If PDUS agrees to purchase the

offered interest, in the manner above provided, a closing of the sale to PDUS shall be held within 30 days thereafter.

3.2 Circumstances Excluded From Right of First Refusal. The right of refusal granted by Section 3.1, shall not apply to nor restrict the mortgaging or encumbering of Idaho's interest as collateral for loans; but shall apply to a foreclosure sale which might result therefrom and to a transfer in lieu foreclosure.

3.3 Abandonment of Claims.

(a) Subject to the limitation of Section 4.1, if PDUS should elect to either cease performing annual assessment work or pay holding fees in lieu thereof or otherwise wish to abandon or relinquish mining claims, mineral interests or property included in the Subject Property, PDUS will first offer in writing sixty (60) days before assessment work or payment of holding fees in lieu thereof or other monetary commitments which become due on such claims, to quitclaim any of its interests therein to Idaho. If Idaho notifies PDUS that it desires to obtain such Subject Property to be abandoned or relinquished in writing within 30 days after receipt of any such offer, PDUS shall execute and deliver a quit claim deed, without any warranties of title, quitclaiming to Idaho, rights and interests in the claim(s) or property elected to be abandoned or relinquished by PDUS.

(b) In accordance with the provisions of this Section 3.2, PDUS has abandoned or conveyed to Idaho all of PDUS' interest in and to the Subject Property, the Area of Interest described in Section 2.2 and the rights conferred and the obligations imposed by Sections 2.3, 3.1 and 3.2 shall terminate one year after the date of the last such abandonment or conveyance. Following such one year period, any right or interest in mining claims or minerals acquired by PDUS within the area defined in this Deed as the Area of Interest shall not be

subject to any provision of this Deed, and specifically shall not be subject to any obligation by PDUS to pay Royalty to Idaho.

Article IV.
Miscellaneous

4.1 Limitations Under Rule Against Perpetuities. If they have not terminated earlier pursuant to the provision hereof, the Area of Interest described in Section 2.2 and the rights conferred and the obligations imposed by Sections 2.3, 3.1 and 3.3 shall terminate June 1, 2083.

4.2 Rights to Information and of Inspection.

4.2(a) Information. PDUS shall make available to Idaho, from time to time, as available and upon request, made more frequently than quarterly (except in unusual circumstances such as sale of all or a portion of the Royalty), copies of exploratory drilling results, assay data, metallurgical test data, reserve calculations, feasibility studies (including prefeasibility studies) and other technical information arising from the Subject Property and reasonably relevant to the determination of the value of the Royalty or revenues reasonably anticipated to be received therefrom. PDUS may edit or redact any report, plan, study or analysis to be furnished to Idaho hereunder to remove therefrom such information and data from off of the Subject Property which, in PDUS' reasonable judgment, does not directly concern the Subject Property. PDUS' obligations to provide information and data under this Section 4.2 are subject to the limitation that, if PDUS or an affiliate develops proprietary methods, technologies or processes which it keeps confidential and which it reasonably believes gives it a competitive advantage, then PDUS may edit or redact any report, plan, budget, study or analysis to be furnished to Idaho in a manner which protects the confidentiality of such proprietary methods, technologies or processes but which does not unreasonably deny Idaho access to the information and data generated thereby to which Idaho is entitled pursuant to this Deed.

4.2(b) Information Relating to the Royalty. PDUS shall maintain records accurately showing the quantities of ore and grade thereof mined, leached, milled thereof or shipped from the Subject Property, which records shall be available for inspection and copying by Idaho or its agent duly authorized in writing at the mining or milling offices of PDUS at all reasonable times and under reasonable circumstances.

4.3 No Warranty of Data. Any information supplied to or obtained by Idaho pursuant to Section 4.2, shall be without warranty of any kind by PDUS as to the completeness or accuracy of any estimates, projections or conclusions contained therein.

4.4 Confidentiality. Idaho shall maintain any information supplied to or obtained by it pursuant to Section 4 in confidence and, without prior written approval of PDUS, shall not disclose any of such information to any third party other than, (i) as reasonably needed to enforce rights of Idaho under this Deed, (ii) in connection with the preparation and submittal of returns for income, gift or death taxes, (iii) to an agent or consultant of Idaho who has a bona fide need to be informed, (iv) to a lender from which funds are sought to be borrowed, or (v) to a prospective purchaser of all or a portion of the interest of Idaho under this Deed; and subject, in instances stated in Sect. 4.4(iii), (iv) and (v), to the obtaining of a written agreement from the intended recipient of the information to maintain the same in confidence without disclosure to third parties.

4.5 Inspection of Subject Property. Idaho or its agents duly authorized in writing shall have the right at reasonable times and under reasonable circumstances to enter upon any portion of the Subject Property for the purpose of determining the value of the Royalty or revenues reasonably anticipated to be received therefrom, provided that such entry and inspection shall be conducted in accordance with PDUS's safety, security, and environmental

policies, and further, sa inspections shall be at the sole risk of Idaho or its agent. An Idaho representative or an ag. of Idaho wishing to exercise the said right of inspection shall arrange with PDUS in advance ereof as to the time when the inspection may be made in order that operations of PDUS wnot be unduly inconvenienced thereby.

4.6 Counterparts. This Deed may be executed in any number of counterparts, each of which shall be an origi. with the same effect as if the signatures thereto and hereto were upon the same instrument.

4.7 Notices. All notices which may be made under the provisions of this Deed shall be in writing and, at thtection of the party giving the notice, may be sent by facsimile transmission ("Fax"), tnotice shall be deemed effective on the first business day following the date the Fax was transned and the confirming copy thereof was placed in the United States mail. Either a confirm: copy of a notice transmitted by Fax or a copy sent by mail only shall be sent by first class retered or certified U.S. Mail in a properly addressed and stamped envelope with return rept requested. The respective persons designated to receive notices for the Parties, their addres and Fax numbers are as follows:

For PDUS:

Placer Dome Eoration, Inc.
Attention: Wilm C. Howald
240 South Rockoulevard, Suite 117
Reno, Nevada 802
Fax: (702) 856-09

With a copy to:

Placer Dome U Inc.
Attention: Corrate Secretary
1125 Seventeen Street, Suite 2310
Denver, Colora 80202
Fax: (303) 675-07

For Idaho:

Idaho Resource Corp.
P. O. Box 2183
Grand Junction CO 81502
Fax: (970) 24390

Either Party may change the address(es) and/or the Fax numbers to which or persons to whose attention notices required to be given by written notices to the other party designated above.

4.8 Binding Effect and Benefit. The provisions of this Deed shall be binding upon and inure to the benefit the Idaho and PDUS and their respective successors and assigns.

4.9 After Acquired Title, Further Assurances. The Royalty and other rights and interests conveyed to Idaho hereby shall attach and appertain to all of the mining claims, mineral rights, properties, lease interests therein described in Schedules I, II and III, and also to any other mining claims or mineral rights, properties, leases or interest therein granting mining operating rights to PDUS within the Area of Interest hereafter acquired by PDUS during the period prior to June 1, 2033, without the necessity of the execution of amendment to or supplementation of this deed. Nevertheless, in order to supply record definitiveness to the properties and interests covered by the Royalty, PDUS agrees from time to time to execute and deliver to Idaho such special warranty deeds and other recordable instruments and to give such other assurances as may be reasonably required to achieve that purpose.

4.10 Special Warranty of Title. Idaho warrants title to the rights, titles and interests granted and conveyed to PDUS by this Deed against, but only against, any person or party claiming the whole or part thereof by, through or under Idaho.

4.11 Effect of Headings. Headings and captions used in this Deed and grouping of provisions herein into separate articles, sections and paragraphs are for ease of reference and

convenience, and do not and of themselves limit, expand, construe or modify the provisions contained herein.

4.12 No Implied Covenants. Idaho understands, and expressly acknowledges and agrees, that no implied covenants, warranties or conditions whatsoever shall be read into, or implied by, this Deed relating to the exploration, development, prospecting, mining, processing, production, or marketing of Production, or the time therefor, or to any obligation of PDUS hereunder, or to the measure of diligence thereof.

4.13 Entire Agreement. The Parties acknowledge and agree that this Deed constitutes the entire agreement between relating to the Area of Interest and supersedes all previous agreements, discussions, statements and understandings, written and oral. There are no terms or conditions, express or implied, other than stated in this Deed.

4.14 Governed by Law. This Deed shall be construed and enforced in accordance with the laws of the State of Nevada.

EXECUTED this 5th day of December, 2002.

GRANTOR:

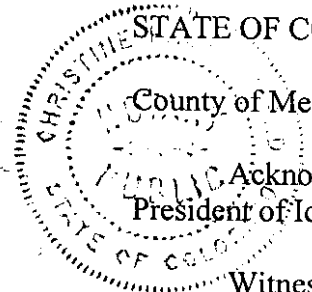
IDAHO RESOURCES CORPORATION

By: W.L. Wilson
W.L. Wilson, President

GRANTEE:

PLACER DOME U.S., INC.

By: William C. Howald
William C. Howald,
Regional Exploration Manager



STATE OF COLORADO)
)ss:
County of Mesa)

Acknowledged before me this 5th day of December, 2002 by W.L. Wilson,
President of Idaho Rescues Corporation.

Witness my hand official seal.

My commission expires: 10/24/03

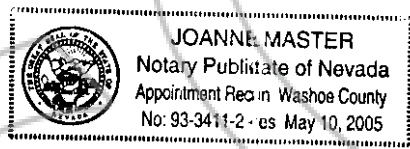
Christine Wilson
Notary Public

STATE OF NEVADA)
)ss:
County of Washoe)

Acknowledged before me this 6th day of DECEMBER, 2002 by William C.
Howald, Regional Explicion Manager and agent for Placer Dome U.S., Inc.

Witness my hand official seal.

My commission expires: May 10, 2005



Joanne McMaster
Notary Public

RED HILL PROJECT

SCHEDULE I

CLAIM NAME	BOOK/PAGE	RENDERED	BOOK/PAGE	BLM NMC NO.	OWNER
CI 25	67/111			44768	Idaho Resources Corporation P. O. Box 2183 Grand Junction, CO 81502
CI 26	67/112			44769	
CI 27	67/113			44770	
CI 28	67/114			44771	
CI 29	67/115			44772	
CI 30	67/116			44773	
CI 31	67/117			44774	
CI 32	67/118			44775	
CI 33	67/119			44776	
CI 34	67/120			44777	
CJ 25	67/123			44780	
CJ 26	67/124			44781	
CJ 27	67/125			44782	
CJ 28	67/126			44783	
CJ 29	67/127			44784	
CJ 30	67/128			44785	
CJ 31	67/129			44786	
CJ 32	67/130			44787	
CJ 33	67/131			44788	
CJ 34	67/132			44789	
CK 25	67/135			44792	

CLAIM NAME	BOOK/PAGE	ENDED	BOOK/PAGE	BLM NMC NO.	OWNER
CK 26	67/136			44793	
CK 27	67/137			44794	
CK 28	67/138			44795	
CG 25	88/125			169070	
CG 26	88/126			169071	
CG 27	88/127			169072	
CG 28	88/128			169073	
CG 29	88/129			169074	
CG 30	88/130			169075	
CG 31	88/131			169076	
CG 32	88/132			169077	
CG 33	88/133			169078	
CG 34	88/134			169079	
CH 25	88/137			169082	
CH 26	88/138			169083	
CH 27	88/139			169084	
CH 28	88/140			169085	
CH 29	88/141			169086	
CH 30	88/142			169087	
CH 31	88/143			169088	
CH 32	88/144			169089	
CH 33	88/145			169090	
CH 34	88/146			169091	

CLAIM NAME	BOOK/PAGE	ENDED	BOOK/PAGE	BLM NMC NO.	OWNER
CI 22	106/196			253887	
CI 23	106/197			253888	
CI 24	106/198			253889	
CL 10	140/4			351708	
CL 11	140/5			351709	
CL 12	140/6			351710	
CL 13	140/7			351711	
CM7	140/8			351712	
CM 8	140/9			351713	
CM 9	140/10			351714	
CM 10	140/11			351715	
CM 11	140/12			351716	
CM 12	140/13			351717	
CM 13	140/14			351718	
CM 5	164/510			435336	
CM 6	164/511			435337	
CN 5	164/516			435342	
CN 6	164/517			435343	
CN 7	164/518			435344	
CN 8	164/519			435345	

CLAIM NAME	BOOK/PAGE	ENDED	BOOK/PAGE	BLM NMC NO.	OWNER
CN 9	164/520			435346	
CN 10	164/521			435347	
CN 11	164/522			435348	
CN 12	164/523			435349	
CN 13	164/524			435350	
CN 14	164/525			435351	
CJ 18A	173/101			464005	
CJ 19A	173/102			464006	
CJ 20A	173/103			464007	
CJ 21A	173/104			464008	
CJ 22A	173/105			464009	
CJ 23A	173/106			464010	
CJ 24A	173/107			464011	
CK 14A	173/108			464012	
CK 15A	173/109			464013	
CK 16A	173/110			464014	
CK 17A	173/111			464015	
CK 18A	173/112			464016	
CK 19A	173/113			464017	
CK 20A	173/114			464018	
CK 21A	173/115			464019	
CK 22A	173/116			464020	
CK 23A	173/117			464021	

CLAIM NAME	BOOK/ PAGE	AMENDED	BOOK/ PAGE	BLM NMC NO.	OWNER
CK 24A	173/118			464022	
CL 14A	173/119			464023	
CL 15A	173/120			464024	
CL 16A	173/121			464025	
CL 17A	173/122			464026	
CL 18A	173/123			464027	
CL 19A	173/124			464028	
CL 20A	173/125			464029	
CL 21A	173/126			464030	
CL 22A	173/127			464031	
CL 23A	173/128			464032	
CM 14A	173/130			464034	
CM 15A	173/131			464035	
CK 135	173/147			464046	
CL 135	173/146			464047	
CM 135	173/145			464048	
CJ 245	173/144			464049	

CLAIM NAME	BOOK/PAGE	AENDED	BOOK/PAGE	BLM NMC NO.	OWNER
CK 245	173/143			464050	
CJ 16R	255/470			685032	
CJ 17R	255/471			685033	
CK 11R	255/472			685034	
CK 12R	255/473			685035	
CK 13R	255/474			685036	
CL 8R	255/475			685037	
CL 9R	255/476			685038	
CL 24AR	255/477			685039	
CL 25AR	255/478			685040	
CKN 29	270/471			701279	
CKN 30	270/472			701280	
CKN 31	270/473			701281	
CKN 32	270/474			701282	
CGN 35	278/366	13/02	347/429	706941	
CGN 36	278/367	13/02	347/430	706942	
CHN 35	278/368	13/02	347/431	706943	
CHN 36	278/369	13/02	347/432	706944	

CLAIM NAME	BOOK/PAGE	AENDED	BOOK/PAGE	BLM NMC NO.	OWNER
CIN 35	278/370	03/02	347/433	706945	
CIN 36	278/371	03/02	347/434	706946	
CJN 35	278/372	03/02	347/435	706947	
CJN 36	278/373	03/02	347/436	706948	
WEST 1	278/374			706949	
WEST 2	278/375			706950	
WEST 3	278/376			706951	
WEST 4	278/377			706952	
WEST 5	278/378			706953	
WEST 6	278/379			706954	
WEST 7	278/380			706955	
WEST 8	278/381			706956	
WEST 9	278/382			706957	
INT 1	278/302			706877	
INT 2	278/303			706878	
INT 3	278/304			706879	
INT 4	278/305			706880	
INT 5	278/306			706881	
INT 6	278/307			706882	
INT 7	278/308			706883	
INT 8	278/309			706884	

CLAIM NAME	BOOK/PAGE	AENDED	BOOK/PAGE	BLM NMC NO.	OWNER
INT 9	278/310			706885	
INT 10	278/311			706886	
INT 11	278/312			706887	
INT 12	278/313			706888	
INT 13	278/314			706889	
INT 14	278/315			706890	
INT 15	278/316			706891	
INT 16	278/317			706892	
INT 17	278/318			706893	
INT 18	278/319			706894	
INT 19	278/320			706895	
INT 20	278/321			706896	
INT 21	278/322			706897	
INT 22	278/323			706898	
INT 23	278/324			706899	
INT 24	278/325			706900	
INT 25	278/326			706901	
INT 26	278/327			706902	
INT 27	278/328			706903	
INT 28	278/329			706904	
INT 29	278/330			706905	
INT 30	278/331			706906	
INT 31	2378/332			706907	
INT 32	278/333			706908	
INT 33	278/334			706909	

CLAIM NAME	BOOK/PAGE	AENDED	BOOK/PAGE	BLM NMC NO.	OWNER
INT 34	278/335			706910	
INT 35	278/336			706911	
INT 36	278/337			706912	
INT 37	278/338			706913	
INT 38	278/339			706914	
INT 39	278/340			706915	
INT 40	278/341			706916	
INT 41	278/342			706917	
INT 42	278/343			706918	
INT 43	278/344			706919	
INT 44	278/345			706920	
INT 45	278/346			706921	
INT 46	278/347			706922	
INT 47	278/348			706923	
INT 48	278/349			706924	
INT 49	278/350			706925	
INT 50	278/351			706926	
INT 51	278/352			706927	
INT 52	278/353			706928	
INT 53	278/354			706929	
INT 54	278/355			706930	
INT 55	278/356			706931	
INT 56	278/357			706932	
INT 57	278/358			706933	
INT 58	278/359			706934	

CLAIM NAME	BOOK/PAGE	AENDED	BOOK/PAGE	BLM NMC NO.	OWNER
INT 59	278/360			706935	
INT 60	278/361			706936	
INT 61	278/362			706937	
INT 62	278/363			706938	
INT 63	278/364	03/02	347/437	706939	
INT 64	278/365	03/02	347/438	706940	
STH 1	281/40			713253	
STH 2	281/41			713254	
STH 3	281/42			713255	
STH 4	281/43			713256	
STH 5	281/44			713257	
STH 6	281/45			713258	
STH 7	281/46			713259	
STH 8	281/47			713260	
STH 9	281/48			713261	
STH 10	281/49			713262	
STH 11	281/50			713263	
INT 65	281/549			714729	
INT 66	281/550			714730	
INT 67	281/551			714731	
INT 68	281/552			714732	
INT 69	281/553			714733	
INT 70	281/554			714734	

CLAIM NAME	BOOK/PAGE	AENDED	BOOK/PAGE	BLM NMC NO.	OWNER
INT 71	281/555			714735	
INT 72	281/556			714736	
INT 73	281/557			714737	
STH 12	282/496			715605	
STH 13	282/497			715606	
STH 14	282/498			715607	
STH 15	282/499			715608	
STH 16	282/500			715609	
STH 17	282/501			715610	
STH 18	282/502	22/02	352/204	715611	
STH 19	282/503	22/02	352/205	715612	
STH 20	282/504			715613	
STH 21	282/505			715614	
STH 22	282/506			715615	
STH 23	282/507	22/02	352/206	715616	
STH 24	282/508	22/02	352/207	715617	
STH 25	282/509	22/02	352/208	715618	
STH 26	282/510	22/02	352/209	715619	
INT 74	285/82			718874	
INT 75	285/83			718875	
INT 76	285/84			718876	
INT 77	285/85			718877	
INT 78	285/86			718878	

CLAIM NAME	BOOK/PAGE	AENDED	BOOK/PAGE	BLM NMC NO.	OWNER
INT 79	285/87			718879	
INT 80	285/88			718880	
INT 81	285/89			718881	
INT 82	285/90			718882	
INT 83	285/91			718883	
INT 84	285/92			718884	
INT 85	285/93			718885	
INT 86	285/94			718886	
INT 87	285/95			718887	
INT 88	285/96			718888	
INT 89	285/97			718889	
PED 1	285/98			718890	
PED 2	285/99			718891	
PED 3	285/100			718892	
PED 4	285/101			718893	
PED 5	285/102			718894	
PED 6	285/103			718895	
PED 7	285/104			718896	
PED 8	285/105			718897	
PED 9	285/106			718898	
PED 10	285/107			718899	
PED 11	285/108			718900	
PED 12	285/109			718901	
PED 13	285/110			718902	

CLAIM NAME	BOOK/PAGE	AENDED	BOOK/PAGE	BLM NMC NO.	OWNER
PED 14	285/111			718903	
PED 15	285/112			718904	
PED 16	285/113			718905	
PED 17	285/114			718906	
PED 18	285/115			718907	
PED 19	285/116			718908	
PED 20	285/117			718909	
PED 21	285/118			718910	
PED 22	285/119			718911	
PED 23	285/120			718912	
PED 24	285/121			718913	
PED 25	285/122			718914	
PED 26	285/123			718915	
PED 27	285/124			718916	
PED 28	285/125			718917	
PED 29	285/126			718918	
PED 30	285/127			718919	
PED 31	285/128			718920	
PED 32	285/129			718921	
PED 33	285/130			718922	
PED 34	285/131			718923	
PED 35	285/132			718924	
PED 36	285/133			718925	
PED 38	285/134			718926	

CLAIM NAME	BOOK/PAGE	AMENDED	BOOK/PAGE	BLM NMC NO.	OWNER
PED 39	285/135			718927	
PED 40	285/136			718928	
PED 41	285/137			718929	
PED 42	285/138			718930	
PED 43	285/139			718931	
PED 44	285/140			718932	
PED 46	285/141			718933	
PED 47	285/142			718934	

C:\MK\Mk IRC\Schedule I Placer-Rail Lease.wpd

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
					Idaho Resources Corporation P. O. Box 2183 Grand Junction, CO 81502
CL 39	355	39		834532	
CL 40	355	40		834533	
CL 41	355	41		834534	
CL 42	355	42		834535	
CL 43	355	43		834536	
CL 44	355	44		834537	
CL 45	355	45		834538	
CL 46	355	46		834539	
CL 47	355	47		834540	
CL 48	355	48		834541	
CM 39	355	49		834542	
CM 40	355	50		834543	
CM 41	355	51		834544	
CM 42	355	52		834545	
CM 43	355	53		834546	
CM 44	355	54		834547	
CM 45	355	55		834548	
CM 46	355	56		834549	
CM 47	355	57		834550	
CM 48	355	58		834551	
CN 47	355	59		834552	
CN 48	355	60		834553	
CO 47	355	61		834554	
CO 48	355	62		834555	
CO 23	355	63		834556	
CO 24	355	64		834557	
CO 25	355	65		834558	
CO 26	355	66		834559	
CO 27	355	67		834560	
CO 28	355	68		834561	
CO 29	355	69		834562	
CO 30	355	70		834563	
CP 23	355	71		834564	
CP 24	355	72		834565	
CP 25	355	73		834566	
CP 26	355	74		834567	
CP 27	355	75		834568	
CP 28	355	76		834569	
CP 29	355	77		834570	
CP 29A	355	78		834571	
CP 30	355	79		834572	
CQ 23	355	80		834573	

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
------------	------	------	---------	-----------	-------

Idaho Resources
Corporation P. O. Box 2183
Grand Junction, CO 81502

CQ 24	355	81		834574
CQ 25	355	82		834575
CQ 26	355	83		834576
CQ 27	355	84		834577
CQ 28	355	85		834578
CQ 29	355	86		834579
CQ 29A	355	87		834580
CQ 30	355	88		834581
CG 8	355	135		835542
CG 9	355	136		835543
CG 10	355	137		835544
CG 11	355	138		835545
CG 12	355	139		835546
CG 13	355	140		835547
CG 14	355	141		835548
CG 15	355	142		835549
CG 16	355	143		835550
CG 17	355	144		835551
CG 18	355	145		835552
CG 19	355	146		835553
CG 20	355	147		835554
CG 21	355	148		835555
CG 22	355	149		835556
CG 23	355	150		835557
CG 24	355	151		835558
CH 8	355	158		835565
CH 9	355	159		835566
CH 10	355	160		835567
CH 11	355	161		835568
CH 12	355	162		835569
CH 13	355	163		835570
CH 14	355	164		835571
CH 15	355	165		835572
CH 16	355	166		835573
CH 17	355	167		835574
CH 18	355	168		835575
CH 19	355	169		835576
CH 20	355	170		835577
CH 21	355	171		835578
CH 22	355	172		835579
CH 23	355	173		835580
CH 24	355	174		835581

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
------------	------	------	---------	-----------	-------

Idaho Resources
Corporation P. O. Box 2183
Grand Junction, CO 81502

CI 8	355	181		835588
CI 9	355	182		835589
CI 10	355	183		835590
CI 11	355	184		835591
CI 12	355	185		835592
CI 13	355	186		835593
CI 14	355	187		835594
CI 15	355	188		835595
CI 16	355	189		835596
CI 17	355	190		835597
CI 18	355	191		835598
CJ 1	355	194		835601
CJ 2	355	195		835602
CJ 3	355	196		835603
CJ 4	355	197		835604
CJ 5	355	198		835605
CJ 6	355	199		835606
CJ 7	355	200		835607
CJ 8	355	201		835608
CJ 9	355	202		835609
CJ 10	355	203		835610
CJ 11	355	204		835611
CJ 12	355	205		835612
CJX	355	193		835600
CJX1	355	192		835599
CK 1	355	208		835615
CK 2	355	209		835616
CK 3	355	210		835617
CK 4	355	211		835618
CK 5	355	212		835619
CK 6	355	213		835620
CK 7	355	214		835621
CKX	355	207		835614
CKX 1	355	206		835613
CD 17	355	98		835505
CD 18	355	99		835506
CD 19	355	100		835507
CD 20	355	101		835508
CD 21	355	102		835509
CD 22	355	103		835510
CD 23	355	104		835511
CD 24	355	105		835512

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
------------	------	------	---------	-----------	-------

Idaho Resources
 Corporation P. O. Box 2183
 Grand Junction, CO 81502

CE 17	355	106		835513
CE 18	355	107		835514
CE 19	355	108		835515
CE 20	355	109		835516
CE 21	355	110		835517
CE 22	355	111		835518
CE 23	355	112		835519
CE 24	355	113		835520
CF 6	355	114		835521
CF 7	355	115		835522
CF 8	355	116		835523
CF 9	355	117		835524
CF 10	355	118		835525
CF 11	355	119		835526
CF 12	355	120		835527
CF 13	355	121		835528
CF 14	355	122		835529
CF 15	355	123		835530
CF 16	355	124		835531
CF 17	355	125		835532
CF 18	355	126		835533
CF 19	355	127		835534
CF 20	355	128		835535
CF 21	355	129		835536
CF 22	355	130		835537
CF 23	355	131		835538
CF 24	355	132		835539
CG 6	355	133		835540
CG 7	355	134		835541
CH 2	355	152		835559
CH 3	355	153		835560
CH 4	355	154		835561
CH 5	355	155		835562
CH 6	355	156		835563
CH 7	355	157		835564
CI 2	355	175		835582
CI 3	355	176		835583
CI 4	355	177		835584
CI 5	355	178		835585
CI 6	355	179		835586
CI 7	355	180		835587
BZ 40	355	215		835622

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
BZ 41	355	216		835623	Idaho Resources Corporation P. O. Box 2183 Grand Junction, CO 81502
BZ 42	355	217		835624	
BZ 43	355	218		835625	
BZ 44	355	219		835626	
BZ 45	355	220		835627	
BZ 46	355	221		835628	
BZ 47	355	222		835629	
CA 40	355	223		835630	
CA 41	355	224		835631	
CA 42	355	225		835632	
CA 43	355	226		835633	
CA 44	355	227		835634	
CA 45	355	228		835635	
CA 46	355	229		835636	
CA 47	355	230		835637	
CB 36	355	231		835638	
CB 37	355	232		835639	
CB 38	355	233		835640	
CB 39	355	234		835641	
CB 40	355	235		835642	
CB 41	355	236		835643	
CB 42	355	237		835644	
CB 43	355	238		835645	
CB 44	355	239		835646	
CB 45	355	240		835647	
CB 46	355	241		835648	
CB 47	355	242		835649	
CC 36	355	243		835650	
CC 37	355	244		835651	
CC 38	355	245		835652	
CC 39	355	246		835653	
CC 40	355	247		835654	
CC 41	355	248		835655	
CC 42	355	249		835656	
CC 43	355	250		835657	
CC 44	355	251		835658	
CC 45	355	252		835659	
CC 46	355	253		835660	
CC 47	355	254		835661	
CD 40	355	255		835662	
CD 41	355	256		835663	
CD 42	355	257		835664	

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
------------	------	------	---------	-----------	-------

Idaho Resources
Corporation P. O. Box 2183
Grand Junction, CO 81502

CD 43	355	258		835665	
CD 44	355	259		835666	
CD 45	355	260		835667	
CD 46	355	261		835668	
CD 47	355	262		835669	
CO 8	355	267		835674	
CO 9	355	268		835675	
CO 10	355	269		835676	
CO 11	355	270		835677	
CO 12	355	271		835678	
CO 13	355	272		835679	
CO 14	355	273		835680	
CO 15	355	274		835681	
CO 16	355	275		835682	
CO 17	355	276		835683	
CO 18	355	277		835684	
CO 19	355	278		835685	
CO 20	355	279		835686	
CO 21	355	280		835687	
CO 22	355	281		835688	
CP 2	355	282		835689	
CP 3	355	283		835690	
CP 4	355	284		835691	
CP 5	355	285		835692	
CP 6	355	286		835693	
CP 7	355	287		835694	
CP 8	355	288		835695	
CP 9	355	289		835696	
CP 10	355	290		835697	
CP 11	355	291		835698	
CP 12	355	292		835699	
CP 13	355	293		835700	
CP 14	355	294		835701	
CP 15	355	295		835702	
CP 16	355	296		835703	
CP 17	355	297		835704	
CP 18	355	298		835705	
CP 19	355	299		835706	
CP 20	355	300		835707	
CP 21	355	301		835708	
CP 22	355	302		835709	
CQ 2	355	303		835710	

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
------------	------	------	---------	-----------	-------

Idaho Resources
Corporation P. O. Box 2183
Grand Junction, CO 81502

CQ 3	355	304		835711
CQ 4	355	305		835712
CQ 5	355	306		835713
CQ 6	355	307		835714
CQ 7	355	308		835715
CQ 8	355	309		835716
CQ 9	355	310		835717
CQ 10	355	311		835718
CQ 11	355	312		835719
CQ 12	355	313		835720
CQ 13	355	314		835721
CQ 14	355	315		835722
CQ 15	355	316		835723
CQ 16	355	317		835724
CQ 17	355	318		835725
CQ 18	355	319		835726
CQ 19	355	320		835727
CQ 20	355	321		835728
CQ 21	355	322		835729
CQ 22	355	323		835730
CR7	355	324		835731
CR 8	355	325		835732
CR 9	355	326		835733
CR 10	355	327		835734
CR 11	355	328		835735
CR 12	355	329		835736
CR 13	355	330		835737
CR 14	355	331		835738
CR 15	355	332		835739
CR 16	355	333		835740
CR 17	355	334		835741
CR 18	355	335		835742
CR 19	355	336		835743
CR 20	355	337		835744
CR 21	355	338		835745
CR 22	355	339		835746
CR 23	355	340		835747
CR 24	355	341		835748
CR 25	355	342		835749
CR 26	355	343		835750
CR 27	355	344		835751
CR 28	355	345		835752

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
------------	------	------	---------	-----------	-------

Idaho Resources
 Corporation P. O. Box 2183
 Grand Junction, CO 81502

CR 29	355	346		835753
CR 30	355	347		835754
CR 31	355	348		835755
CR 32	355	349		835756
CR 33	355	350		835757
CR 34	355	351		835758
CS 7	355	352		835759
CS 8	355	353		835760
CS 9	355	354		835761
CS 10	355	355		835762
CS 11	355	356		835763
CS 12	355	357		835764
CS 13	355	358		835765
CS 14	355	359		835766
CS 15	355	360		835767
CS 16	355	361		835768
CS 17	355	362		835769
CS 18	355	363		835770
CS 19	355	364		835771
CS 20	355	365		835772
CS 21	355	366		835773
CS 22	355	367		835774
CS 23	355	368		835775
CS 24	355	369		835776
CS 25	355	370		835777
CS 26	355	371		835778
CS 27	355	372		835779
CS 28	355	373		835780
CS 29	355	374		835781
CS 30	355	375		835782
CS 31	355	376		835783
CS 32	355	377		835784
CS 33	355	378		835785
CS 34	355	379		835786
CT 20	355	380		835787
CT 21	355	381		835788
CT 22	355	382		835789
CT 23	355	383		835790
CT 24	355	384		835791
CT 25	355	385		835792
CT 26	355	386		835793
CT 27	355	387		835794

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
------------	------	------	---------	-----------	-------

Idaho Resources
 Corporation P. O. Box 2183
 Grand Junction, CO 81502

CT 28	355	388		835795
CT 29	355	389		835796
CT 30	355	390		835797
CT 31	355	391		835798
CT 32	355	392		835799
CT 33	355	393		835800
CT 34	355	394		835801
CU 20	355	395		835802
CU 21	355	396		835803
CU 22	355	397		835804
CU 23	355	398		835805
CU 24	355	399		835806
CU 25	355	400		835807
CU 26	355	401		835808
CU 27	355	402		835809
CU 28	355	403		835810
CU 29	355	404		835811
CU 30	355	405		835812
CU 31	355	406		835813
CU 32	355	407		835814
CU 33	355	408		835815
CU 34	355	409		835816
CV 20	355	410		835817
CV 21	355	411		835818
CV 22	355	412		835819
CV 23	355	413		835820
CV 24	355	414		835821
CV 25	355	415		835822
CV 26	355	416		835823
CV 27	355	417		835824
CV 28	355	418		835825
CV 29	355	419		835826
CV 30	355	420		835827
CV 31	355	421		835828
CV 32	355	422		835829
CV 33	355	423		835830
CV 34	355	424		835831
CV 35	355	425		835832
CV 36	355	426		835833
CV 37	355	427		835834
CV 38	355	428		835835
CW 20	355	429		835836

SCHEDULE II

CLAIM NAME	BOOK	PAGE	AMENDED	BLM NMC #	OWNER
------------	------	------	---------	-----------	-------

Idaho Resources
Corporation P. O. Box 2183
Grand Junction, CO 81502

CW 21	355	430		835837	
CW 22	355	431		835838	
CW 23	355	432		835839	
CW 24	355	433		835840	
CW 25	355	434		835841	
CW 26	355	435		835842	
CW 27	355	436		835843	
CW 28	355	437		835844	
CW 29	355	438		835845	
CW 30	355	439		835846	
CW 31	355	440		835847	
CW 32	355	441		835848	
CW 33	355	442		835849	
CW 34	355	443		835850	
CW 35	355	444		835851	
CW 36	355	445		835852	
CW 37	355	446		835853	
CW 38	355	447		835854	
CLX 1	355	263		835670	
CMX 1	355	264		835671	
CNX 1	355	265		835672	
COX 1	355	266		835673	

c:\MK\Mk IRC\Schedule II Pla-Red Hill Lease.qpw

Schedule III

Claim Name	Recording Information	BLM Serial Number
GD 1	Book 356 Page 259	NMC 838988
GD 2	Book 356 Page 260	NMC 838989
GD 3	Book 356 Page 261	NMC 838990
GD 4	Book 356 Page 262	NMC 838991
GD 5	Book 356 Page 263	NMC 838992
GD 6	Book 356 Page 264	NMC 838993
GD 7	Book 356 Page 265	NMC 838994
GD 8	Book 356 Page 266	NMC 838995
GD 9	Book 356 Page 267	NMC 838996
GD 10	Book 356 Page 268	NMC 838997
GD 11	Book 356 Page 269	NMC 838998
GD 12	Book 356 Page 270	NMC 838999
GD 13	Book 356 Page 271	NMC 839000
GD 14	Book 356 Page 272	NMC 839001
GD 15	Book 356 Page 273	NMC 839002
GD 16	Book 356 Page 274	NMC 839003
GD 17	Book 356 Page 275	NMC 839004
GD 18	Book 356 Page 276	NMC 839005
GD 19	Book 356 Page 277	NMC 839006
GD 20	Book 356 Page 278	NMC 839007
GD 21	Book 356 Page 279	NMC 839008
GD 22	Book 356 Page 280	NMC 839009
GD 23	Book 356 Page 281	NMC 839010
GD 24	Book 356 Page 282	NMC 839011
GD 25	Book 356 Page 283	NMC 839012
GD 26	Book 356 Page 284	NMC 839013
GD 27	Book 356 Page 285	NMC 839014
GD 28	Book 356 Page 286	NMC 839015
GD 29	Book 356 Page 287	NMC 839016
GD 30	Book 356 Page 288	NMC 839017
GD 31	Book 356 Page 289	NMC 839018
GD 32	Book 356 Page 290	NMC 839019
GD 33	Book 356 Page 291	NMC 839020
GD 34	Book 356 Page 292	NMC 839021
GD 35	Book 356 Page 293	NMC 839022
GD 36	Book 356 Page 294	NMC 839023
GD 37	Book 356 Page 295	NMC 839024
GD 38	Book 356 Page 296	NMC 839025
GD 39	Book 356 Page 297	NMC 839026
GD 40	Book 356 Page 298	NMC 839027
GD 41	Book 356 Page 299	NMC 839028
GD 42	Book 356 Page 300	NMC 839029
GD 43	Book 356 Page 301	NMC 839030
GD 44	Book 356 Page 302	NMC 839031

Schedule III

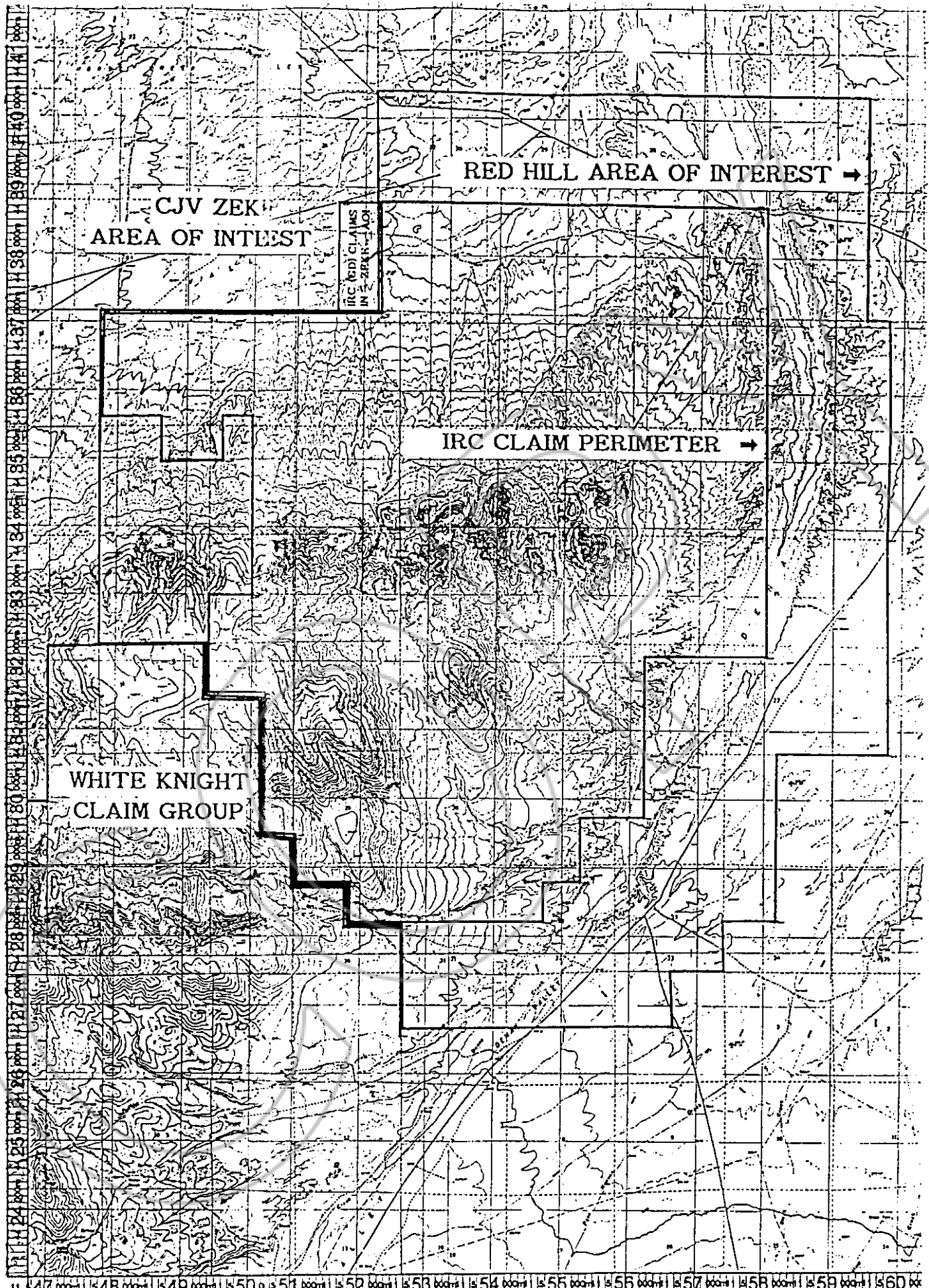
Claim Name	Recording Information	BLM Serial Number
GD 45	Book 356 Page 303	NMC 839032
GD 46	Book 356 Page 304	NMC 839033
GD 47	Book 356 Page 305	NMC 839034
GD 48	Book 356 Page 306	NMC 839035
GD 49	Book 356 Page 307	NMC 839036
GD 50	Book 356 Page 308	NMC 839037
GD 51	Book 356 Page 309	NMC 839038
GD 52	Book 356 Page 310	NMC 839039
GD 53	Book 356 Page 311	NMC 839040
GD 54	Book 356 Page 312	NMC 839041
GD 55	Book 356 Page 313	NMC 839042
GD 56	Book 356 Page 314	NMC 839043
GD 57	Book 356 Page 315	NMC 839044
GD 58	Book 356 Page 316	NMC 839045
GD 59	Book 356 Page 317	NMC 839046
GD 60	Book 356 Page 318	NMC 839047
GD 61	Book 356 Page 319	NMC 839048
GD 62	Book 356 Page 320	NMC 839049
GD 63	Book 356 Page 321	NMC 839050
GD 64	Book 356 Page 322	NMC 839051
GD 65	Book 356 Page 323	NMC 839052
GD 66	Book 356 Page 324	NMC 839053
GD 67	Book 356 Page 325	NMC 839054
GD 68	Book 356 Page 326	NMC 839055
GD 69	Book 356 Page 327	NMC 839056
GD 70	Book 356 Page 328	NMC 839057
GD 71	Book 356 Page 329	NMC 839058
GD 72	Book 356 Page 330	NMC 839059
GD 73	Book 356 Page 331	NMC 839060
GD 74	Book 356 Page 332	NMC 839061
GD 75	Book 356 Page 333	NMC 839062
GD 76	Book 356 Page 334	NMC 839063
GD 77	Book 356 Page 335	NMC 839064
GD 78	Book 356 Page 336	NMC 839065
GD 79	Book 356 Page 337	NMC 839066
GD 80	Book 356 Page 338	NMC 839067
GD 81	Book 356 Page 339	NMC 839068
GD 82	Book 356 Page 340	NMC 839069
GD 83	Book 356 Page 341	NMC 839070
GD 84	Book 356 Page 342	NMC 839071
GD 85	Book 356 Page 343	NMC 839072
GD 86	Book 356 Page 344	NMC 839073
GD 87	Book 356 Page 345	NMC 839074
GD 88	Book 356 Page 346	NMC 839075

Schedule III

Claim Name	Recording Information	BLM Serial Number
GD 89	Book 356 Page 347	NMC 839076
GD 90	Book 356 Page 348	NMC 839077
GD 91	Book 356 Page 349	NMC 839078
GD 92	Book 356 Page 350	NMC 839079
GD 93	Book 356 Page 351	NMC 838960
GD 94	Book 356 Page 352	NMC 838961
GD 95	Book 356 Page 353	NMC 838962
GD 96	Book 356 Page 354	NMC 838963
GD 97	Book 356 Page 355	NMC 838964
GD 98	Book 356 Page 356	NMC 838965
GD 99	Book 356 Page 357	NMC 838966
GD 100	Book 356 Page 358	NMC 838967
GD 101	Book 356 Page 359	NMC 838968
GD 102	Book 356 Page 360	NMC 838969
GD 103	Book 356 Page 361	NMC 838970
GD 104	Book 356 Page 362	NMC 838971
GD 105	Book 356 Page 363	NMC 838972
GD 106	Book 356 Page 364	NMC 838973
GD 107	Book 356 Page 365	NMC 838974
GD 108	Book 356 Page 366	NMC 838975
GD 109	Book 356 Page 367	NMC 838976
GD 110	Book 356 Page 368	NMC 838977
GD 111	Book 356 Page 369	NMC 838978
GD 112	Book 356 Page 370	NMC 838979
GD 113	Book 356 Page 371	NMC 838980
GD 114	Book 356 Page 372	NMC 838981
GD 115	Book 356 Page 373	NMC 838982
GD 116	Book 356 Page 374	NMC 838983
GD 117	Book 356 Page 375	NMC 838984
GD 118	Book 356 Page 376	NMC 838985
GD 119	Book 356 Page 377	NMC 838986
GD 120	Book 356 Page 378	NMC 838987
GD 121	Book 356 Page 379	NMC 838897
GD 122	Book 356 Page 380	NMC 838898
GD 123	Book 356 Page 381	NMC 838899
GD 124	Book 356 Page 382	NMC 838900
GD 125	Book 356 Page 383	NMC 838901
GD 126	Book 356 Page 384	NMC 838902
GD 127	Book 356 Page 385	NMC 838903
GD 128	Book 356 Page 386	NMC 838904
GD 129	Book 356 Page 387	NMC 838905
GD 130	Book 356 Page 388	NMC 838906
GD 131	Book 356 Page 389	NMC 838907
GD 132	Book 356 Page 390	NMC 838908

Schedule III

Claim Name	Recording Information	BLM Serial Number
GD 133	Book 356 Page 391	NMC 838909
GD 134	Book 356 Page 392	NMC 838910
GD 135	Book 356 Page 393	NMC 838911
GD 136	Book 356 Page 394	NMC 838912
GD 137	Book 356 Page 395	NMC 838913
GD 138	Book 356 Page 396	NMC 838914
GD 139	Book 356 Page 397	NMC 838915
GD 140	Book 356 Page 398	NMC 838916
GD 141	Book 356 Page 399	NMC 838917
GD 142	Book 356 Page 400	NMC 838918
GD 143	Book 356 Page 400A	NMC 838919
GD 144	Book 356 Page 401	NMC 838920
GD 145	Book 356 Page 402	NMC 838921
GD 146	Book 356 Page 403	NMC 838922
GD 147	Book 356 Page 404	NMC 838923
GD 300	Book 356 Page 405	NMC 838924
GD 301	Book 356 Page 406	NMC 838925
GD 302	Book 356 Page 407	NMC 838926
GD 303	Book 356 Page 408	NMC 838927
GD 304	Book 356 Page 409	NMC 838928
GD 305	Book 356 Page 410	NMC 838929
GD 306	Book 356 Page 411	NMC 838930
GD 307	Book 356 Page 412	NMC 838931
GD 308	Book 356 Page 413	NMC 838932
GD 309	Book 356 Page 414	NMC 838933
GD 310	Book 356 Page 415	NMC 838934
GD 311	Book 356 Page 416	NMC 838935
GD 312	Book 356 Page 417	NMC 838936
GD 313	Book 356 Page 418	NMC 838937
GD 314	Book 356 Page 419	NMC 838938
GD 315	Book 356 Page 420	NMC 838939
GD 316	Book 356 Page 421	NMC 838940
GD 317	Book 356 Page 422	NMC 838941
GD 319	Book 356 Page 424	NMC 838943
GD 321	Book 356 Page 426	NMC 838945
GD 323	Book 356 Page 428	NMC 838947
GD 325	Book 356 Page 430	NMC 838949
GD 327	Book 356 Page 432	NMC 838951
GD 329	Book 356 Page 434	NMC 838953
GD 331	Book 356 Page 436	NMC 838955
GD 333	Book 356 Page 438	NMC 838957
GD 334	Book 356 Page 439	NMC 838958
GD 335	Book 356 Page 440	NMC 838959



11 47 00m | 48 00m | 49 00m | 50 00m | 51 00m | 52 00m | 53 00m | 54 00m | 55 00m | 56 00m | 57 00m | 58 00m | 59 00m | 60 00m

Name: PETE HANSON CREEK
 Date: 11/25/2002
 Scale: 1 INCH = ~ 1.18 MILES

Location: 11 554008 E 4433488 N
 Caption: Red Hill 2002

RED HILL AREA OF INTEREST SCHEDULE IV

Copyright (C) 1997, Mapson, Inc.

BOOK 358 PAGE 263

BOOK 358 PAGE 215
OFFICIAL RECORDS
RECORDED & INDEXED
Placer Dome US Inc
03 FEB 19 PM 1:17

CLERK OF SUPERIOR COURT, NEVADA
PUBLIC RECORDS RECORDER
FILE NO. **180988**
FEES \$63⁰⁰

COPY

STATE OF NEVADA DECLARATION OF VALUE

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument#:	180988
Book:	358 Page: 215
Date of Recording:	2-19-03
Notes:	

1. Assessor Parcel Numr (s)

- a) _____
- b) _____
- c) _____
- d) _____

2. Type of Property:

- | | | | |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input checked="" type="checkbox"/> | Other | | |

3. Total Value/Sales Price of Property:

Deed In Lieu of Foreclosure Only (value of property) \$ 1

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due: \$ _____

4. If Exemption Claimed

- a. Transfer Tax Exempt, per NRS 375.090, Section: 9
- b. Explain Reason for exemption: Unpatented mining claims

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030 the Buyer and Seller shall be jointly and severally liable for any additional amount owed:

Signature: [Signature] Capacity: Regional Manager of Land Affairs

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Edaka Resources Corp

Address: 101 S. 1st St, Ste 101

City: Grandditch

State: CO Zip: 81501

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Placer Dome U.S. Inc.

Address: HC 66 Box 1250

City: Crescent Valley

State: NV Zip: 89821-1250

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER/BUYER)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)