

AGREEMENT TO CONVEY

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OFFICIAL RECORDS
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Idaho General Mines
2004 DEC -1 PM 4:27

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES *41.00*

194173

Entered into by: William F. Matlack
181 Erie Street, Apt. 114
Jersey City, NJ 07302-1325

And: Idaho General Mines, Inc.,
An Idaho Corporation
10 N. Post Street, Suite 610
Spokane, WA 99201

Recording Requested by: Idaho General Mines, Inc.

Please return documents to:
Idaho General Mines, Inc.,
10 N. Post Street, Suite 610
Spokane, WA 99201

AGREEMENT TO CONVEY

This Agreement To Convey ("Conveyance") is entered into by and between William F. Matlack ("MATLACK") of 181 Erie Street, Apt. 114, Jersey City, New Jersey, 007302-1325 and Idaho General Mines, Inc., an Idaho Corporation, of 10 N. Post Street, Suite 610, Spokane, Washington, 99201 ("IGMI").

RECITALS:

- A. MATLACK and IGMI entered into a Finder's Fee Agreement dated October 27, 2004 with respect to patented and unpatented claims belonging to Mount Hope Mines Incorporated ("MHMI"), the Mount Hope property (the "Property").
- B. On September 22-24, 2004, MATLACK staked and located certain unpatented lode mining claims in Eureka County, Nevada near the Property the subject of the Finder's Fee Agreement.
- C. MATLACK and IGMI enter into this agreement for the purpose of conveying the mining claims to IGMI which Matlack staked and located.

Now therefore, in consideration of the covenants and promises contained herein and other goods and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. MATLACK staked and located sixty-four (64) unpatented mining claims in Eureka County, Nevada near the Property. MATLACK has not filed Notices of Location with Eureka County or the Bureau of Land Management on these claims. MATLACK shall convey, as directed by IGMI, all said claims to IGMI, by appropriate instrument(s) prepared by IGMI, effective upon the execution of a definitive agreement between

IGMI and MHMI (the "IGMI-MHMI agreement"). IGMI shall perform all steps necessary for recording the Notices of Location, including payment of recording and related governmental fees. It is IGMI's intention to further convey said claims to MHMI if requested to do so by MHMI.

2. IGMI shall pay MATLACK, upon verification that the claims have been properly staked and located in accordance with applicable law, One Hundred Dollars (\$100.00) per claim for his services in staking and locating the claims.
3. This Agreement shall be promptly executed by MATLACK and IGMI, and MATLACK shall immediately furnish a list of the claims and papers and documents prepared by him concerning the claims.
4. MATLACK and IGMI shall sign any other documents reasonably required of them to effectuate the terms and provisions of this Agreement.
5. MATLACK will not stake any claims within a two (2) miles of the property during the period of the IGMI-MHMI agreement.

In Witness Whereof, the parties have executed this Agreement on the date herein stated:

William F. Matlack

Idaho General Mines, Inc., an Idaho Corporation

William Matlack
William Matlack

By: *Robert L. Russell*

Dated: 11/02/04

Its: *President, Idaho General Mines*

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Dated: 11/7/04