

No APN – unpatented mining claims

Recorded at the request of
and when recorded return to:
The Other Mining Company (U.S.) Inc.
6576 South Sills Road
Clinton, WA 98236

BOOK 426 PAGE 81-95
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Thomas P. Erwin
2005 NOV -4 PM 1:58

EUREKA COUNTY, NEVADA
M.M. REBALEATI, RECORDER
FILE NO. FEES 28.00

201461

Deed of Royalty

This Deed of Royalty ("Deed") is made and entered into by and between Columbus Gold (U.S.) Corporation, a Nevada corporation ("Columbus US"), to The Other Mining Company (U.S.) Inc., a Nevada corporation ("TOMC").

Recitals

- A. J. Prochnau & Co. ("JPC") and TOMC are parties to the Sales Agreement dated October 31, 2000 (the "Sales Agreement"), pursuant to which JPC agreed to sell to TOMC certain mineral properties and interests, including the unpatented mining claims described in Exhibit A attached to and by this reference incorporated in this Deed (collectively the "Property").
- B. TOMC and William Fyvie ("Fyvie") are parties to the Letter Agreement dated May 10, 2003 (the "Letter Agreement"), pursuant to which TOMC agreed to transfer all of its right, title and interest in and to the Property to Purple Vein Resources Ltd., a British Columbia corporation which is now known as Columbus Gold Corporation ("Columbus Canada").
- C. Fyvie and Columbus Canada assigned all of their right, title and interest in and to the Letter Agreement and the Property to Columbus Gold (U.S.) Corporation, a Nevada corporation ("Columbus US"), which is the wholly-owned subsidiary of Columbus Canada.
- D. TOMC and Columbus Canada have closed the transactions contemplated under the Letter Agreement and TOMC has conveyed to Columbus US all of its right, title and interest in and to the Property.
- E. Columbus US desires to grant to TOMC the Royalty provided for in the Letter Agreement.

In consideration of the parties' rights and obligations under the Agreement, the parties agree as follows:

23526.001 TOMC Royalty 101305

1. **Royalty.** Columbus US grants to TOMC, and TOMC's assigns and successors forever, and Columbus US covenants for itself so long as it owns the Property and for its assigns and successors, to pay to TOMC, and TOMC's assigns and successors, a production royalty based on the Net Smelter Returns from the production or sale of minerals from the Property. The production royalty percentage rate shall be one and one-half percent (1.5%) of the Net Smelter Returns for the production of minerals from the unpatented mining claims which comprise the Property as described in Exhibit A. The Royalty shall be a nonadministrative, nonexecutive, nonparticipating and nonworking mineral production royalty.

1.1 **Burden on Royalty Property.** The Royalty shall burden and run with the Royalty Property, including any amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Royalty Property. On amendment, conversion to a lease or other form of tenure, relocation or patenting of any of the unpatented mining claims which comprise all or part of the Royalty Property, Columbus US agrees and covenants to execute, deliver and record in the office of the recorder in which all or any part of the Royalty Property is situated an instrument by which Columbus US grants to TOMC the Royalty and subjects the amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to all of the burdens, conditions, obligations and terms of this Deed.

1.2 **Payment of Royalty.** Columbus US shall calculate and pay the Royalty monthly in accordance with the provisions of Exhibit 1.

1.3 **Production Records.** Columbus US shall keep true and accurate accounts, books and records of all of its activities, operations and production of minerals on the Royalty Property.

1.4 **Delivery of Payments.** Columbus US shall deliver the payments under this Deed to TOMC by check delivered to TOMC's address as TOMC instructs Columbus US or by wire transfer to an account designated by TOMC.

2. **Commingling.** Columbus US shall have the right to commingle minerals from the Royalty Property with minerals mined from other properties as provided in Exhibit 1.

3. **Tailings and Residues.** All tailings, residues, waste rock, spoiled leach materials and other materials (collectively "Materials") resulting from Columbus US's operations and activities on the Royalty Property shall be Columbus US's sole property, but shall remain subject to the Royalty if they are processed or reprocessed and Columbus US receives revenues from such processing or reprocessing. If Materials are processed or reprocessed, the Royalty payable shall be determined by using commercially reasonable engineering, metallurgical and technical practices and standards.

4. Title Maintenance.

4.1 Title Maintenance and Taxes. Columbus US shall maintain title to the Royalty Property, including without limitation, paying when due all taxes on or with respect to the Royalty Property and doing all things and making all payments necessary or appropriate to maintain the right, title and interest of Columbus US and TOMC, respectively, in the Royalty Property and under this Deed.

4.2 Mining Claim Maintenance. Columbus US shall perform all required assessment work on, pay all mining claim maintenance fees and make such filings and recordings as are necessary to maintain title to the Royalty Property in accordance with applicable federal and state laws and regulations. Columbus US shall deliver to TOMC proof of Columbus US's compliance with this Section.

4.3 Abandonment. If Columbus US intends to abandon or surrender any of the Royalty Property (the "Abandonment Property"), Columbus US shall first give notice of such intention to TOMC at least thirty (30) days in advance of the proposed date of abandonment or surrender. At any time before the date of Columbus US's proposed abandonment or surrender of the Royalty Property TOMC may deliver notice to Columbus US that TOMC desires Columbus US to convey the Abandonment Property to TOMC. In such case, Columbus US shall convey the Abandonment Property to TOMC by quitclaim deed and TOMC shall accept and assume all liabilities and obligations for the Property. If TOMC does not timely request reconveyance of the Abandonment Property, TOMC's right to do so shall be irrevocably terminated.

5. General Provisions.

5.1 Entire Agreement. This Deed constitutes the entire agreement between the parties concerning the Royalty.

5.2 Additional Documents. The parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Deed.

5.3 Binding Effect. All of the covenants, conditions, and terms of this Deed shall bind and inure to the benefit of the parties and their successors and assigns.

5.4 No Partnership. Nothing in this Deed shall be construed to create, expressly or by implication, a joint venture, mining partnership or other partnership relationship between the parties.

5.5 Governing Law and Forum Selection. This Deed is to be governed by and construed under the laws of the State of Nevada.

5.6 Severability. If any part, term or provision of this Deed is held by a court of competent jurisdiction to be illegal or in conflict with any laws or regulations, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

5.7 Notices. Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to TOMC:

The Other Mining Company (U.S.) Inc.
6576 South Sills Road
Clinton, WA 98236

If to Columbus US :

c/o Columbus Gold Corporation
475 Howe St., Suite 910
Vancouver, BC, Canada V6C 2B3

This Deed is effective October 14, 2005.

Columbus Gold (U.S.) Corporation

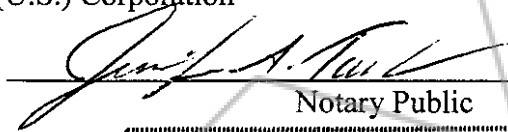
By Andy Wallace
Andy Wallace, Vice President

The Other Mining Company (U.S.) Inc.

By John Prochnau
John Prochnau, President

STATE OF NEVADA,)
 ss.
COUNTY OF WASHOE)

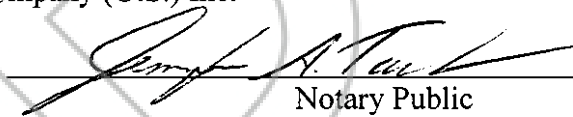
This Deed of Royalty was acknowledged before me on October 14, 2005, by Andy Wallace, Vice President of Columbus Gold (U.S.) Corporation


Notary Public

STATE OF NEVADA,)
 ss.
COUNTY OF WASHOE)



This Deed of Royalty was acknowledged before me on October 14, 2005, by John Prochnau, President of The Other Mining Company (U.S.) Inc.


Notary Public



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**Exhibit A
Eureka County Nevada**

| Claim Name | Located County | Recorded | Recorder Document | Filed BLM | BLM Serial No. |
|-------------------|-----------------------|-----------------|--------------------------|---------------------------|-----------------------|
| Joy 11 | 07/16/1984 | 10/05/1984 | 128/437 | 10/05/1984 10/12/1984* | 319677 |
| Joy 13 | 07/16/1984 | 10/05/1984 | 128/439 | 10/05/1984 10/12/1984* | 319679 |
| Joy 15 | 07/16/1984 | 10/05/1984 | 128/441 | 10/05/1984 10/12/1984* | 319681 |
| Joy 17 | 07/16/1984 | 10/05/1984 | 128/443 | 10/05/1984 10/12/1984* | 319683 |
| Joy 6 | 09/11/1984 | 11/30/1984 | 131/484 | 11/28/1984 12/06/1984* | 325760 |
| Joy 76 | 09/11/1984 | 11/30/1984 | 131/490 | 11/28/1984 12/06/1984* | 325766 |
| Joy 78 | 09/11/1984 | 11/30/1984 | 131/492 | 11/28/1984 12/06/1984* | 325768 |

* Filing of county recorded Certificate of Location

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**Utah-Clipper Project
Lander County, Nevada**

| Claim Name | Located | Filed County | Recorder Book/Page | Filed BLM | BLM Serial No. |
|-------------------|----------------|---------------------|---------------------------|------------------|-----------------------|
| CB 1-5 | 11/11/1991 | 01/24/1992 | 367/468-472 | 02/05/1992 | 641274-641278 |
| CB 2-5* | 07/18/1995 | 09/27/1995 | 420/251-254 | 09/27/1995 | 641275-641278 |
| CB 6 | 11/14/1991 | 01/24/1992 | 367/473 | 02/05/1992 | 641279 |
| CB 10 | 03/14/2004 | 04/23/2004 | 0231463 | 05/03/2004 | 866615 |
| CB 10A | 11/11/1991 | 01/24/1992 | 367/474 | 02/05/1992 | 641280 |
| CB 11-12 | 11/14/1991 | 01/24/1992 | 367/475-476 | 02/05/1992 | 641281-641282 |
| CB 11-12* | 07/18/1995 | 09/27/1995 | 420/255-256 | 09/27/1995 | 641281-641282 |
| CB 13-14 | 11/11/1991 | 01/24/1992 | 367/477-478 | 02/05/1992 | 641283-641284 |
| CB 13-14* | 07/18/1995 | 09/28/1995 | 420/257-258 | 09/27/1995 | 641283-641284 |
| CB 15 | 11/14/1991 | 01/24/1992 | 367/479 | 02/05/1992 | 641285 |
| CB 19-24 | 11/14/1991 | 01/24/1992 | 367/480-485 | 02/05/1992 | 641286-641291 |
| CB 20-24* | 07/18/1995 | 09/27/1995 | 420/259-263 | 09/27/1995 | 641287-641291 |
| CB 26-27 | 11/13/1991 | 01/24/1992 | 367/486-487 | 02/05/1992 | 641286-641291 |
| CB 28 | 11/09/1991 | 01/24/1992 | 367/488 | 02/05/1992 | 641294 |
| CB 29-30 | 11/13/1991 | 01/24/1992 | 367/489-490 | 02/05/1992 | 641295-641296 |
| CB 31 | 11/09/1991 | 01/24/1992 | 367/491 | 02/05/1992 | 641297 |
| CB 27-31* | 07/19/1995 | 09/27/1995 | 420/264-268 | 09/27/1995 | 641293-641297 |
| CB 33-34 | 11/13/1991 | 01/24/1992 | 367/492-493 | 02/05/1992 | 641298-641299 |
| CB 35-38 | 11/09/1991 | 01/24/1992 | 367/494-497 | 02/05/1992 | 641300-641303 |
| CB 40 | 11/12/1991 | 01/24/1992 | 367/498 | 02/05/1992 | 641304 |
| CB 41 | 11/09/1991 | 01/24/1992 | 367/499 | 02/05/1992 | 641305 |
| CB 42 | 10/18/1995 | 01/08/1996 | 424/064 | 01/12/1996 | 730434 |
| CB 43 | 10/24/1995 | 01/08/1996 | 424/063 | 01/12/1996 | 730435 |
| CB 44 | 11/09/1991 | 01/24/1992 | 367/502 | 02/05/1992 | 641308 |
| CB 45-47 | 11/10/1991 | 01/24/1992 | 367/503-505 | 02/05/1992 | 641309-641311 |

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|----------|------------|------------|-------------|------------|---------------|
| CB 60-61 | 11/12/1991 | 01/24/1992 | 367/507-508 | 02/05/1992 | 641313-641314 |
| CB 64 | 11/09/1991 | 01/24/1992 | 367/511 | 02/05/1992 | 641317 |
| CB 64* | 05/09/1994 | 05/11/1994 | 408/072 | 05/20/1994 | 641317 |
| CB 65 | 11/09/1991 | 01/24/1992 | 367/512 | 02/05/1992 | 641318 |
| CB 65* | 05/09/1994 | 05/11/1994 | 408/073 | 05/20/1994 | 641318 |
| CB 66 | 11/09/1991 | 01/24/1992 | 367/513 | 02/05/1992 | 641319 |
| CB 66* | 05/09/1994 | 05/11/1994 | 408/074 | 05/20/1994 | 641319 |
| CB 67 | 11/10/1991 | 01/24/1992 | 367/514 | 02/05/1992 | 641320 |
| CB 80 | 11/14/1991 | 01/24/1992 | 367/516 | 02/05/1992 | 641322 |
| CB 81 | 11/10/1991 | 01/24/1992 | 367/517 | 02/05/1992 | 641323 |
| CB 83 | 10/18/1995 | 01/08/1996 | 424/061 | 01/12/1996 | 730437 |
| CB 84 | 11/10/1991 | 01/24/1992 | 367/520 | 02/05/1992 | 641326 |
| CB 84* | 05/09/1994 | 05/11/1994 | 408/076 | 05/20/1994 | 641326 |
| CB 85 | 11/10/1991 | 01/24/1992 | 367/521 | 02/05/1992 | 641327 |
| CB 85* | 05/09/1994 | 05/11/1994 | 408/077 | 05/20/1994 | 641327 |
| CB 86 | 11/10/1991 | 01/24/1992 | 367/522 | 02/05/1992 | 641328 |
| CB 86* | 05/09/1994 | 05/11/1994 | 408/078 | 05/20/1994 | 641328 |
| CB 87 | 02/08/2004 | 04/23/2004 | 0231465 | 05/03/2004 | 866616 |
| CB 101 | 11/11/1991 | 01/24/1992 | 367/524 | 02/05/1992 | 641330 |
| CB 102 | 11/10/1991 | 01/24/1992 | 367/525 | 02/05/1992 | 641331 |
| CB 104 | 10/18/1995 | 01/08/1996 | 424/059 | 01/12/1996 | 730439 |
| CB 105 | 11/10/1991 | 01/24/1992 | 367/528 | 02/05/1992 | 641334 |
| CB 105* | 05/09/1994 | 05/11/1994 | 408/079 | 05/20/1994 | 641334 |
| CB 106 | 11/10/1991 | 01/24/1992 | 367/529 | 02/05/1992 | 641335 |
| CB 106* | 05/09/1994 | 05/11/1994 | 408/080 | 05/20/1994 | 641335 |
| CB 107 | 05/08/1995 | 08/02/1995 | 418/616 | 08/04/1995 | 718491 |

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|-------------|------------|------------|-------------|------------|---------------|
| CB 121 | 10/18/1995 | 01/08/1996 | 424/058 | 01/12/1996 | 730440 |
| CB 200-203 | 11/14/1991 | 01/24/1992 | 367/532-535 | 02/05/1992 | 641338-641341 |
| CB 200-203* | 07/19/1995 | 09/27/1995 | 420/269-272 | 09/27/1995 | 641338-641341 |
| CB 206 | 11/09/1991 | 01/24/1992 | 367/536 | 02/05/1992 | 641342 |
| CL 7 | 01/28/1992 | 03/23/1992 | 369/632 | 04/09/1992 | 646777 |
| CL 9 | 01/28/1992 | 03/23/1992 | 369/634 | 04/09/1992 | 646779 |
| CL 11 | 01/28/1992 | 03/23/1992 | 369/635 | 04/09/1992 | 646780 |
| CL 13 | 01/28/1992 | 03/23/1992 | 369/636 | 04/09/1992 | 646781 |
| TL 1-12 | 11/14/1991 | 01/04/1992 | 367/438-449 | 02/05/1992 | 641224-641255 |
| TL 13-20 | 11/13/1991 | 01/04/1992 | 367/450-457 | 02/05/1992 | 641224-641255 |
| TL 21-28 | 11/12/1991 | 01/04/1992 | 367/458-465 | 02/05/1992 | 641224-641255 |
| TL 29-30 | 11/13/1991 | 01/04/1992 | 367/438-449 | 02/05/1992 | 641224-641255 |
| EGG 1-8 | 11/12/1991 | 01/24/1992 | 367/358-365 | 02/05/1992 | 641343-641350 |
| EGG 9-22 | 11/11/1991 | 01/24/1992 | 367/366-379 | 02/05/1992 | 641351-641364 |
| EGG 23-26 | 11/10/1991 | 01/24/1992 | 367/380-383 | 02/05/1992 | 641365-641368 |
| EGG 27 | 05/08/1995 | 08/02/1995 | 418/608 | 08/04/1995 | 718483 |
| EGG 28 | 11/10/1991 | 01/24/1992 | 367/385 | 02/05/1992 | 641370 |
| EGG 29 | 05/08/1995 | 08/02/1995 | 418/609 | 08/04/1995 | 718484 |
| EGG 30 | 11/10/1991 | 01/24/1992 | 367/387 | 02/05/1992 | 641372 |
| EGG 31 | 05/08/1995 | 08/02/1995 | 418/610 | 08/04/1995 | 718484 |
| EGG 32 | 11/10/1991 | 01/04/1992 | 367/389 | 02/05/1992 | 641374 |
| RJA 219-220 | 11/12/1991 | 01/04/1992 | 367/394-395 | 02/05/1992 | 641379-641380 |
| RJA 400-411 | 11/12/1991 | 01/04/1992 | 367/396-407 | 02/05/1992 | 641381-641392 |
| RJA 412-423 | 11/11/1991 | 01/04/1992 | 367/408-419 | 02/05/1992 | 641393-641404 |
| RJA 424-425 | 11/14/1991 | 01/04/1992 | 367/420-421 | 02/05/1992 | 641405-641406 |
| RJA 434-436 | 11/11/1991 | 01/04/1992 | 367/422-424 | 02/05/1992 | 641407-641409 |
| RJA 442 | 11/14/1991 | 01/04/1992 | 367/430 | 02/05/1992 | 641415 |
| RJA 1529 | 11/12/1991 | 01/04/1992 | 367/435 | 02/05/1992 | 641420 |
| RJA 1530 | 11/12/1991 | 01/04/1992 | 367/436 | 02/05/1992 | 641421 |

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|--------------|------------|------------|------------|------------|---------------|
| Utah Frac 2 | 01/21/1993 | 02/16/1993 | 392/034 | 02/23/1993 | 676457 |
| Utah Frac 3 | 01/21/1993 | 02/16/1993 | 392/035 | 02/23/1993 | 676458 |
| Utah Frac 6 | 01/21/1993 | 02/16/1993 | 392/038 | 02/23/1993 | 676461 |
| Utah Frac 11 | 01/21/1993 | 02/16/1993 | 392/043 | 02/23/1993 | 676466 |
| Utah 42-46 | 02/08/2004 | 04/23/2004 | 0231466-70 | 05/03/2004 | 866617-866621 |
| Utah 47-52 | 02/29/2004 | 04/23/2004 | 0231472-77 | 05/03/2004 | 866622-866627 |
| Utah 54-55 | 03/01/2004 | 04/23/2004 | 0231478-79 | 05/03/2004 | 866628-866629 |
| Utah 57 | 03/14/2004 | 04/23/2004 | 0231480 | 05/03/2004 | 866630 |

*Amendment

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Exhibit 1

NET SMELTER RETURN ROYALTY TERMS AND CONDITIONS

1. This Exhibit states the terms and conditions comprising the one and one-half percent (1½%) net smelter returns royalty (the "Royalty") provided for in the Deed of Royalty of which this Exhibit is a part. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Deed of Royalty. For purposes of the Deed of Royalty and this Exhibit, the term "Holder" means, singly, the party and, collectively, the parties who hold the Royalty.

2. "Net Smelter Returns" means:

(a) the actual proceeds in United States dollars received by Columbus US or its lessees or assigns from any mint, smelter, refinery or other purchaser from the sale of ores, minerals, mineral substances, metals (including bullion) or concentrates (collectively "Product") produced from the Property, or any of them, and sold or proceeds received from an insurer in respect of Product, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payments:

- (i) smelting and refining charges;
- (ii) penalties, smelter assay costs and umpire assay costs;
- (iii) cost of freight and handling of ores, metals or concentrates from the Property to any mint, smelter, refinery, or other purchaser;
- (v) costs of insurance in respect of Product; and
- (vi) severance, advalorem or other taxes, with the exception of incomes taxes, assessed against the production of Product from the Property.

3. The Royalty will be:

- (a) calculated and paid on a quarterly basis within 45 days after the end of each quarter of the fiscal year for the mine (an "Operating Year"), based on the Net Smelter Returns for such quarter;
- (b) each payment of Royalty will be accompanied by an unaudited statement indicating the calculation of the Royalty hereunder in reasonable detail and Holder will

receive, within three months of the end of each Operating Year, an annual summary unaudited (or audited if same is otherwise required to be provided by Columbus US or its lessors or assigns under applicable laws and regulations) statement (an "Annual Statement") showing in reasonable detail the calculation of the Royalty for the last completed Operating Year and showing all credits and deductions added to or deducted from the amount due to Holder ;

(c) Holder will have 45 days from the time of receipt of the Annual Statement to question the accuracy thereof in writing and, failing such objection, the Annual Statement will be deemed to be correct and unimpeachable thereafter;

(d) if the Annual Statement is questioned by Holder, and if such questions cannot be resolved between Columbus US and Holder, Holder will have 12 months from the time of receipt of the Annual Statement to have such audited, which will initially be at the expense of Holder;

(e) the audited Annual Statement will be final and determinative of the calculation of the Royalty for the audited period and will be binding on the parties and any overpayment of Royalty will be deducted by Columbus US from the next payment of Royalty and any underpayment of Royalty will be paid forthwith by Columbus US;

(f) the costs of the audit will be borne by Holder if the Annual Statement was accurate within 1% or overstated the Royalty payable by greater than 1% and will be borne by Columbus US if such statement understated the Royalty payable by greater than 1%. If Columbus US is obligated to pay for the audit it will forthwith reimburse Holder for any of the audit costs which it had paid; and

(g) Holder will be entitled to examine, on reasonable notice and during normal business hours, such books and records as are reasonably necessary to verify the payment of the Royalty to it from time to time, provided however that such examination shall not unreasonably interfere with or hinder Columbus US's operations or procedures.

4. The determination of the Royalty hereunder is based on the premise that production will be developed solely from the Property, however, Columbus US shall have the right to commingle metals, ores or concentrates from the Property and other properties, provided that prior to such commingling Columbus US shall adopt and employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonable accurate recovery factors in order to determine the amount of products derived from or attributable to metals, ores or concentrates from the Property, and shall maintain accurate records of such sampling, weighing and analysis.

5. Any matters in this Exhibit which are to be settled by arbitration will be subject to the following:

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(a) any matter required or permitted to be referred to arbitration pursuant to this Exhibit will be determined by a single arbitrator to be appointed by the parties hereto;

(b) any party may refer any such matter to arbitration by written notice to the other and, within 10 days after receipt of such notice, the parties will agree on the appointment of an arbitrator. No person will be appointed as an arbitrator hereunder unless such person agrees in writing to act;

(c) if the parties cannot agree on a single arbitrator as provided in subparagraph (b), either party may submit the matter to arbitration (before a single arbitrator) in accordance with the *Commercial Arbitration Act* of the Province of British Columbia (the "Act"); and

(d) except as specifically provided in this paragraph, an arbitration hereunder will be conducted in accordance with the Act. The arbitrator will fix a time and place in Vancouver, British Columbia, for the purpose of hearing the evidence and representations of the parties and he will preside over the arbitration and determine all questions of procedure not provided for under such Act or this paragraph. After hearing any evidence and representations that the parties may submit, the arbitrator will make an award and reduce the same to writing and deliver one copy thereof to each of the parties. The decision of the arbitrator will be made within 45 days after his appointment, subject to any reasonable delay due to unforeseen circumstances. The expense of the arbitration will be paid as specified in the award. The parties agree that the award of the single arbitrator will be final and binding upon each of them and will not be subject to appeal.

6. The holding of the Royalty will not confer upon the Holder thereof any legal or beneficial interest in the Property, or any of them. The right to receive a percentage of Net Smelter Returns as and when due is and will be deemed to be a contractual right only. The right to receive a percentage of Net Smelter Returns as and when due will not be deemed to constitute Holder the partner, agent or legal representative of Columbus US.

7. Columbus US may, if it is the operator of the Property, but will not be under any duty to, engage in price protection (hedging) or speculative transactions such as futures contracts and commodity options in its sole discretion covering all or part of production from the Property, or any of them and none of the revenues, costs, profits or losses from such transaction will be taken into account in calculating Net Smelter Returns or any interest therein and the Royalty payable to Holder will be based solely on the spot price of Product as at the time of sale.

8. The operator of the Property, whether or not it is Columbus US, will be entitled to:

(a) make all operational decisions with respect to the methods and extent of mining and processing of ore, concentrate, doré, metal and products produced from the Property;

- (b) make all decisions relating to sales of such concentrate, doré, metal and products produced; and
- (c) make all decisions concerning temporary or long-term cessation of operations.

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Acknowledgment and Ratification

On September 29, 2005, The Other Mining Company (U.S.) filed a certificate of amendment of its Articles of Incorporation changing its name to Hidefield Gold (US) Inc. The corporation acknowledges its execution of the Deed of Royalty to which this Acknowledgment and Ratification is attached and ratifies the corporation's execution and delivery of the Deed of Royalty in its current name Hidefield Gold (U.S.) Inc.

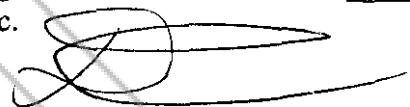
Dated October 21, 2005.



John Prochnau, President

Municipality of Vancouver,)
ss.
Province of British Columbia.)

This Acknowledgment and Ratification was acknowledged before me on October 21, 2005, by John Prochnau as President of Hidefield Gold (US) Inc.



Notary Public

DAVID J. COWAN
BARRISTER & SOLICITOR
LANG MICHENER LLP
1500-1055 WEST GEORGIA STREET
P.O. BOX 11117
VANCOUVER, B.C. V6E 4N7
TELEPHONE: 604-689-9111



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201461

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BOOK 426 PAGE 095

State of Nevada Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # 201461
Book: 426 Page: 81-95
Date of Recording: 11-4-05
Notes: _____

1. **Assessor Parcel Number(s)**

- a) n/a
b) _____
c) _____
d) _____

2. **Type of Property:**

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☒ Other unpatented mining claims

3. **Total Value/Sales Price of Property:**

\$ _____

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value per NRS 375.010, Section 2:

\$ _____

Real Property Transfer Tax Due:

\$ n/a

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: 8

b. Explain Reason for Exemption: unpatented mining claims

5. **Partial Interest: Percentage being transferred:** _____ %

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 President of Buyer

Signature [Signature] Capacity VP of Seller

SELLER (GRANTOR) INFORMATION

Print Name: Columbus Gold (U.S.) Corporation
Address: 475 Howe Street, Suite 910
City: Vancouver, BC, Canada V6C 2B3
State: _____

BUYER (GRANTEE) INFORMATION

Print Name: The Other Mining Company
Address: 6576 South Sills Road
City: Clinton, WA 98236
State: _____

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)