

AFTER RECORDING, PLEASE RETURN TO:

RMP Resources Corp.
Attn: R.J. Smith
2778 Spokane Creek Road
East Helena, MT 59635



The undersigned affirm that this document contains no Social Security Numbers

**AMENDMENT OF
MINERAL LEASE AGREEMENT AND OPTION TO PURCHASE**

^{1st} This Amendment of Mineral Lease Agreement ("Agreement") is made effective as of the day of May, 2008 ("Effective Date"), by and between PAMELA S. SCUTT, RICHARD McKAY and NANCY MINOLETTI, whose addresses are c/o Richard McKay, 2749 MiraBella Circle, Morgan Hill, California 95037 (collectively, "Lessor"), and RMP RESOURCES CORP., a Nevada corporation whose address is 2778 Spokane Creek Road, East Helena, Montana 59635 ("Lessee").

RECITALS

A. Lessor and Lessee (the "Parties") are parties to that certain Mineral Lease Agreement and Option to Purchase (the "Lease") concerning the unpatented lode mining claims in Eureka County, Nevada described in *Exhibit A* attached hereto (the "Original Claims"). A memorandum of the Lease was recorded for public notice purposes in the records of Eureka County, Nevada on February 20, 2007 as Document #0208058 in Book 453 at page 36.

B. The Parties desire to amend the Lease, as contemplated in Section 12.G thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, incorporating the Recitals set forth above, agree as follows:

1. Amendment of Lease. The terms and conditions of the Lease are hereby amended as provided in this Agreement. Capitalized terms herein that are not expressly defined herein shall have the same meanings as specified in the Lease. In the event of any conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall control.

2. Modification of Premises. The Lease is hereby amended by deleting all of the Original Claims described in Exhibit A to the Lease and replacing the Original Claims with the

unpatented lode mining claims described in *Exhibit B* attached hereto (the "New Claims"), such that the Premises as defined in the Lease shall hereafter consist of the New Claims rather than the Original Claims.

3. Production Royalty Boundary. The Parties agree that, notwithstanding any other provision of the Lease, (a) the production royalty payable to Lessor under Section 3.C shall be paid on Mineral Substances produced from within the boundaries depicted in blue and labeled "production royalty boundary" on the map attached as *Exhibit C* hereto, and (b) in the case of Mineral Substances produced from a disseminated deposit of mineralization, said production royalty shall be paid on, and only on, Mineral Substances produced from within the vertical boundaries of said production royalty boundary and the doctrine of extralateral rights shall not apply, and (c) in the case of Mineral Substances produced from a vein-type deposit of mineralization, said production royalty shall be paid on Mineral Substances produced from within the boundaries of said production royalty boundary but the doctrine of extralateral rights shall apply to the extent the relevant facts support such application.

4. Continuation and Ratification of Amended Lease. The Lease shall remain unchanged in all other respects, and shall continue in full force and effect as amended herein. The Parties hereby ratify and confirm all provisions of the Lease as amended hereby, and confirm that the Lease is in good standing without any existing conditions of default.

5. Further Assurances. Following execution of this Agreement, the Parties agree to execute and deliver such documents and other instruments, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns.

7. Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute one and the same document.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth in the acknowledgements below but effective as of the Effective Date.

Lessor:

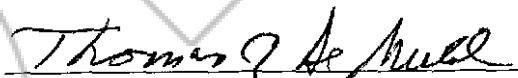

PAMELA S. SCUTT


RICHARD MCKAY


NANCY MINOLETTI

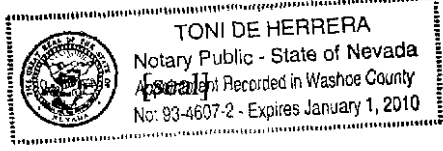
Lessee:

RMP RESOURCES CORP., a Nevada
corporation

By 
Thomas J. DeMull, President

STATE OF NEVADA)
 : ss.
COUNTY OF Washoe)

On this 17 day of June, 2008, personally appeared before me, a Notary Public, PAMELA S. SCUTT, who acknowledged that she executed the above instrument.



Toni De Herrera
NOTARY PUBLIC, residing in
Reno, Nevada

My commission expires:
January 1, 2010

STATE OF CALIFORNIA)
 : ss.
COUNTY OF Eureka)

On this 2 day of June, 2008, personally appeared before me, a Notary Public, RICHARD McKAY, who acknowledged that he executed the above instrument.

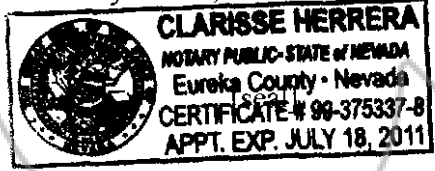


Kathy Bacon-Bowling
NOTARY PUBLIC, residing in
County Assessor - Eureka NV. 89316

My commission expires:
May 11, 2011

STATE OF NEVADA)
 : ss.
COUNTY OF Eureka)

On this 9 day of June, 2008, personally appeared before me, a Notary Public, NANCY MINOLETTI, who acknowledged that she executed the above instrument.



Clarisse Herrera
NOTARY PUBLIC, residing in
Eureka

My commission expires:
7-18-11

STATE OF Nevada)
) ss.
COUNTY OF washoe)

On this 25 day of June, 2008, personally appeared before me, a Notary Public, Thomas J. DeMull, the President of RMP RESOURCES CORP., a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

[seal]

Mary-Kate Hoof
NOTARY PUBLIC, residing in
Reno, NEVADA

My commission expires:
January 14, 2012



Exhibit A

“Original Claims”

The following four unpatented lode mining claims located within Sections 2, 3 and 10, Township 15 North, Range 52 East, MDM, Eureka County, Nevada:

<u>Claim Name</u>	<u>BLM Serial Number</u>	<u>Location Date</u>	<u>Recording Data Entry/Book/Page</u>
VAN 1	NMC722743	09/03/1995	159501/287/479
VAN 2	NMC722744	09/03/1995	159502/287/480
VAN 3	NMC722745	09/03/1995	159503/287/481
VAN 4	NMC722746	09/03/1995	159504/287/482

Exhibit B

"New Claims"

The following 12 unpatented lode mining claims located within Sections 2, 3 and 10, Township 15 North, Range 52 East, MDM, Eureka County, Nevada:

<u>Claim Name</u>	<u>Date of Location</u>	<u>County Book/Page</u>	<u>BLM Serial No.</u>
VAN 1	9/7/2007	466 - 182	NMC968757
VAN 2	9/7/2007	466 - 183	NMC968758
VAN 3	9/7/2007	466 - 184	NMC968759
VAN 4	9/7/2007	466 - 185	NMC968760
VAN 3A	11/19/2007	467 - 21	NMC969607
BUFF 16	2/21/2007	458 - 119	NMC954492
BUFF 17	2/21/2007	458 - 120	NMC954493
BUFF 18	2/21/2007	458 - 121	NMC954494
BUFF 22	3/26/2007	458 - 125	NMC954498
BUFF 43	3/27/2007	458 - 127	NMC954500
BUFF 45	4/30/2007	458 - 129	NMC954502
BUFF 46	4/30/2007	458 - 130	NMC954503

Exhibit C

Production Royalty Map

[See map following this page]

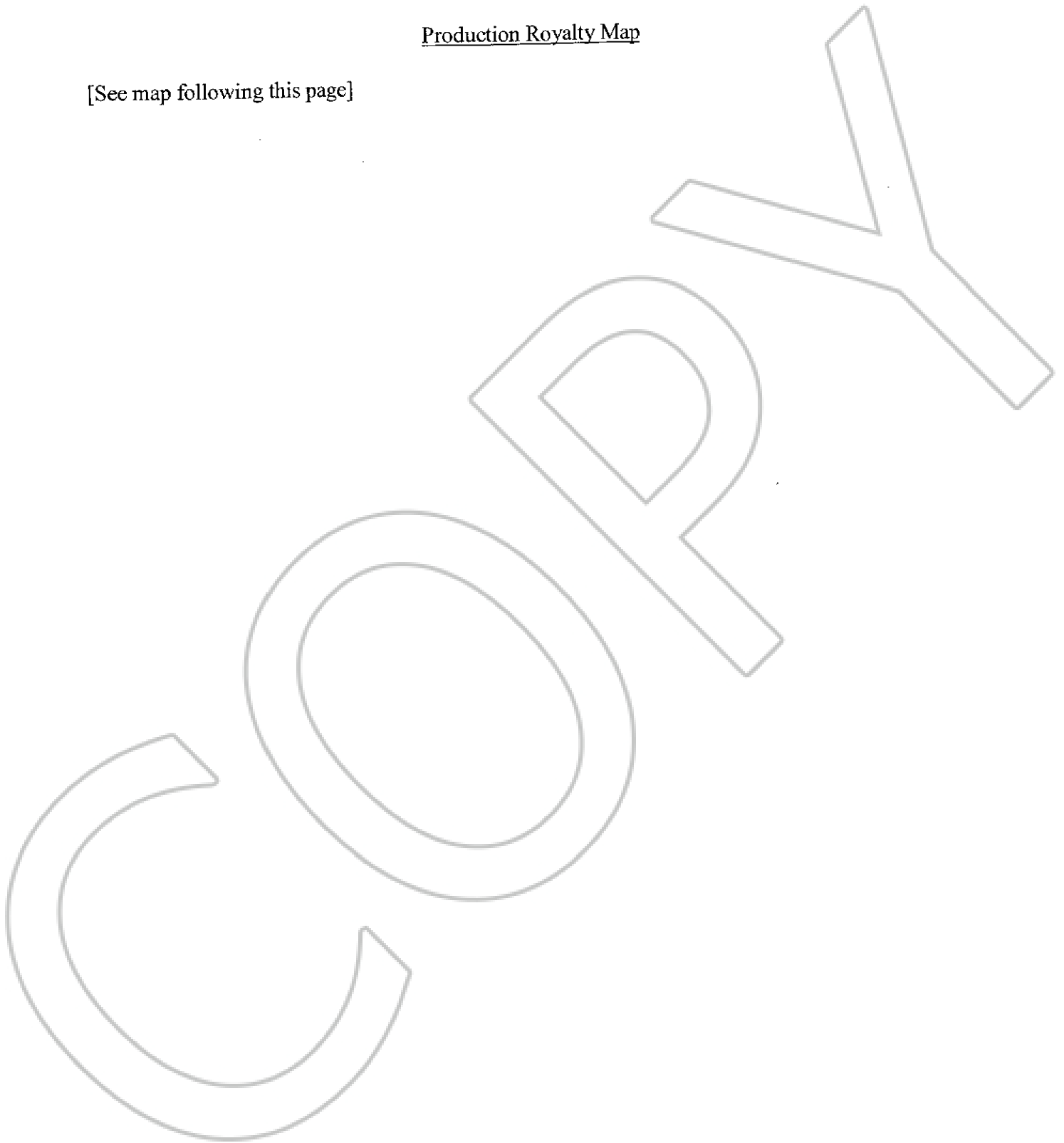
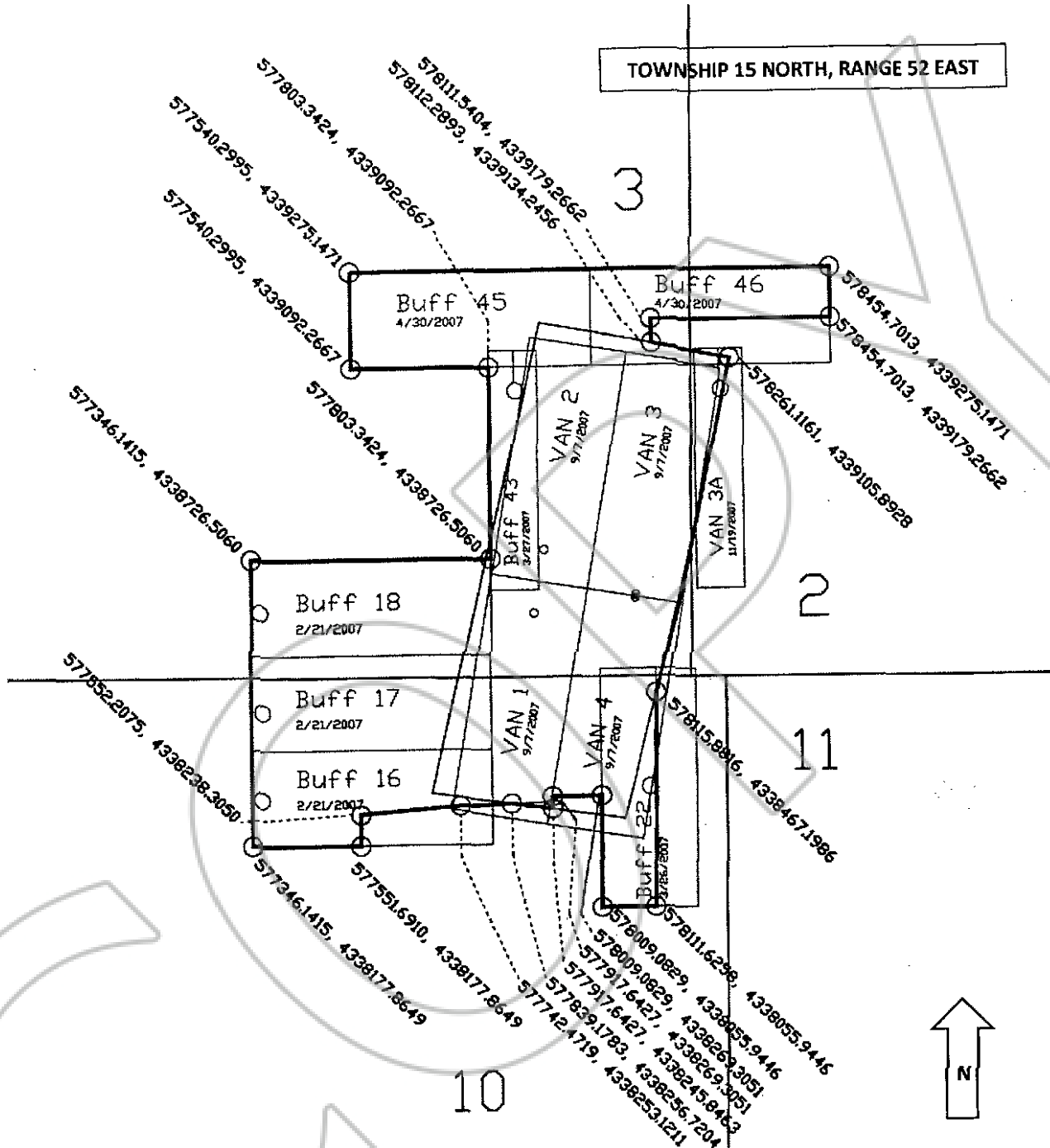


Exhibit C



- Legend: — production royalty boundary
 — original claim boundary
 — individual claim boundaries

Production Royalty Map

Scutt, McKay, & Minoletti Claims • M.D.M., Eureka County, Nevada

Projection: UTM • Datum: NAD 27, Zone 11 • Scale: 1:1000

Date: 12/11/2007 • Source: R.J. Smith



RMP RESOURCES CORP.
 2778 Spokane Creek Road
 E. Helena, MT 59635