

Nome Claims draft Chronology 3/12/15

Note: Some the documents referenced in this chronology are included in this PDF file. They appear in chronological order.

12/15/10	Original location of one or more claims in MS 1332
7/15/13	Amended Location MS 1102 claims (Grecian-Alaska Gold Dredging Company)
7/17/13	Amended Location MS 1102 claims recorded
8/16/13	Field Survey of MS 1102 completed-plat shows road entering MMM Assn claim from coast, but not within claims to north
6/12/14	Amended Location MS 1134 claims (Grecian-Alaska Gold Dredging Company)
6/17/14	Amended Location MS 1134 claims recorded
6/24/14	Field Survey of MS 1134 completed
6/30/15	Amended Location MS 1162 claims (Nome Alaska Gold Dredging Company)
7/16/15	Amended Location MS 1162 claims recorded
8/30/15	Field Survey of MS 1162 completed
9/8/16	QCD Grecian-Alaska to James Panos 12.316 acre portion of Pergamos claim within MS 1102 (Vol 200 P136, 11/3/16)
11/24/16	Pat 555869 issued to Grecian Alaska Gold Dredging for MS 1102 (recorded 9/10/17 V200 P339)
7/20/17	Pat 592985 issued to Grecian Alaska Gold Dredging for portion of MS 1134 (recorded 9/10/17 V200 P342)
9/27/17	Pat 601985 issued to Nome Gold Dredging for MS 1162 (recorded 11/9/17 V200 P394)
8/30/19	Amended location Croesus Association (MS 1260) (Nome-Alaska Gold Dredging Company)
7/3/20	Field Survey of MS 1260 completed
8/9/20	Supplemental Pat 767397 issued to Grecian Alaska Gold Dredging for remainder of MS 1134 (recorded 10/8/20 V204 P290)
8/17/22	Amended Location MS 1332 claims (A.L. Keene)
8/24/22	Field Survey of MS 1332 completed – field notes indicate wagon roads had been constructed on E & G Association claims, but they are not shown on the plat
3/23/23	Pat 900525 issued to Nome Alaska Gold Dredging for MS 1260 (recorded 7/7/23 V210 P130)
4/8/25	Pat 957224 issued to A.L. Keene for MS 1332 (recorded 4/29/94 B337 P336)
11/25/25	Pat 970047 issued to A.L. Keene for MS 1331(recorded 4/29/94 B337 P331)
3/30/55	QCD Richmond Chemical Co. to Frank M. Maloney for MS 1102, 1134, 1162, &1260 (B234 P120,5/2/55)
1/19/68	QCD Mary A. Maloney to Mary A. Maloy for MS 1102, 1134, 1162, &1260 B290 P75
8/19/74	Highways relinquishes material site to BLM
12/20/76	AKFF 023164 application for mineral survey filed by Bortz, claims in 9S,35W, 7&18. 9S,36W, 12

3/30/81	Unrecorded DOT BSNC to Sitnasuak
8/3/81	Mining Lease by and between Kathryn M. Hansen & Mary A. Maloy, Lessors and Coal-Facts, Ltd., Lessee for MS 1102, 1134, 1162, & 1260. B298 P363 (Term is 100 years and subject to separate royalty agreement. How Hansen came into title is not clear.)
8/11/81	Big M One located by in 9S36W Sect 35 on Cripple River B298 P302
4/15/82	Mining Lease by and between Kathryn M. Hansen & Mary A. Maloy, Lessors and Meyring & Weir, Inc., Lessee, for same lands as Coal-Facts lease. B301 P509 (Has handwritten attachment assigning Cold-Facts interest to Meyring and Weir, and grants first right of refusal to purchase claims to Meyring and Weir)
9/3/82	IC 558 issued to Sitnasuak for surface estate
9/3/82	IC 559 issued to Bering Straits Native Corporation (BSNC) for subsurface estate
9/3/82	Pat 50-82-0148 issued to Sitnasuak for surface estate
9/3/82	Pat 50-82-0148 issued to Sitnasuak for surface estate
4/1/83	Amended DOT BSNC to Sitnasuak also unrecorded
11/9/84	Supplemental DOT BSNC to Sitnasuak, recorded B311, P293
5/14/85	Relinquishment of AKFF 023164 accepted
10/5/85	Drew #5 located by "Utah Int" in 9S,36W, Sect 1, B313 P878
10/6/85	Drew #8 located by "Utah Int" in 9S,36W, Sect 1, B313 P881
10/6/85	Drew #9 located by "Utah Int" in 9S,36W, Sect 1, B313 P882
10/6/85	Drew #10 located by "Utah Int" in 9S,36W, Sect 1, B313 P883
12/12/85	QCD Maloy and Hansen to Global Resources-subject claims excepting Panos portion of Pergamos claim in MS 1102. Recorded B314 P975
3/4/86	Second Supplemental DOT BSNC to Sitnasuak, recorded B315, P289
6/1/86	MOA Utah International and BSNC/Sitnasuak, "exclusive exploration agreement and option to lease lands in 9S,35W, Sects 6,8, & 19, & 9S,36W, Sects 1,2,3,10,11,12,13,14, & 24 (including right to build and maintain roads). B316 P163
6/15/86	Field survey of USS 8723 completed-adjoins MS 1102 on west
2/17/87	QCD Utah International to BSNC&Sitnasuak for lands covered by MOA, recorded B317 P858 & B317 B892
7/11/90	QCD Jack Arthur Lyell and Darlen M. Butchcoe (Nephew and Niece of Edna H. Lyell, Panos) 12.316 acre portion of Pergamos claim within MS 1102 to William L. Smith. (see 9/8/16 deed) recoded B329 P653.
6/25/91	QCD William L. Smith to Global Resources, Inc. 12.316 acre portion of Pergamos claim within MS 1102 (see 9/8/16 deed) recoded B334 P783.
5/1/95	Mining Lease Agreement between BSNC and Golden Glacier, Inc. (GGI), "exclusive right to explore for minerals...together with access rights..."9S,36W, sects 2,3,10,11,12,13,14,23, & 24 & 9S35W, sects 18 & 19. MOA recorded B340 P036, agreement itself not recorded
10/1/96	Exploration and Option Agreement between GI and Cominco for same lands as in BSNC/GGI agreement. MOA recorded B344 P005, agreement itself not recorded

10/1/96	Surface Use Agreement between Sitnasuak & Cominco for basically same lands as in BSNC/GGI agreement. MOA recorded B344 P11, agreement itself not recorded
8/22/97	QCD Cominco to GGI for same lands as in BSNC/GGI and Sitnasuak/Cominco agreements B347 P290 & b348 P334
8/22/97	QCD Cominco to GGI for same lands as in BSNC/GGI and Sitnasuak/Cominco agreements B348 P337
8/17/98	MOA between GGI and Sitnasuak ("Mining Company") "sole, excusive, and irrevocable option to lease ..." & its (GGI's) rights under its exploration agreement to certain lands and listing 47 claims by name. 63 page doc recorded B350 P622 only printed 8 pages (could not find location notices by claim name or under GGI golden glacier, etc)
10/11/99	MOA between GGI and Sitnasuak ("Mining Company") GGI grants futher rights to Sitnasuak under its mining lease B355 P437 64 pages, same description as in 8/17/98 MOA
3/15/00	Release and Quitclaim Deed GGI to BSNC for lands covered by 5/1/95 MOA B356 P631&632
8/11/05	Recon of DOT B315 P289 to BSNC 64 pages only 2 printed 2005-1242
3/21/07	Release & QCD Sitnasuak to GGI all of its rights under the 10/11/99 MOA #2007-926
4/19/07	QCD Outdoor Channel Holdings, Inc. to Gold Prospectors Association of America, LLC all of the subject claims. #2007-001029
9/24/08	Pat 50-2008-0494 issued to Sitnasuak for surface estate
9/24/08	Pat 50-2008-0495 issued to BSNC for subsurface estate
1/7/10	Patent 50-2010-0108 issued to Sitnasuak for surface estate
1/7/10	Patent 50-2010-0109 issued to BSNC for subsurface estate
11/26/12	Amended Affidavit of Annual Labor for 2012 Wendy #1-Wendy #10, ADL 712911-920 #2012-1511 claim are in 9S37W –apparently mis-indexed
4/16/14	QCD Gold Prospectors Association of America, LLC to The Gold Business, LLC all of the subject claims and MS 37 & MS 38. #2014-000425

Nome Vol 200

#64379

THIS INDENTURE made the 30th day of September in the year of the Lord one thousand nine hundred and sixteen BETWEEN FRANK H. TAKAGI, JAMES HORI, FRANK T. KURATO, M. NOZARDI, S. ISOZARDI and T. KAMESANO, all members of the Japanese Society of Nome, Alaska, the parties of the first part, and A. D. POEET of Nome, Alaska, the party of the second part,

WITNESSETH: that the said parties of the first part, for and in consideration of the sum of sixty-five Dollars, (\$65.00) Gold coin of the United States of America, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released and forever quitclaimed, and by these presents do grant, bargain, sell, remise, release, and forever quitclaim unto the said party of the second part and to his heirs and assigns all their right, title, and interest in and to that certain lot, piece, or parcel of land situated in the townsite of Nome, Territory of Alaska, more particularly described as follows, to-wit: the North twenty-three (23) feet of Lot Number twenty-four (24) in Block number twenty-nine (29) according to the official plat of the townsite of Nome, on file in the office of the Recorder of the Cape Nome Recording Precinct, Territory aforesaid. Together with the building thereon and its contents.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part of, in or to the said premises and every part and parcel thereof, with the appurtenances.

To Have and to Hold unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

Al Gawne.

Jas. M. Streeten.

UNITED STATES OF AMERICA

Territory of Alaska, ss.

On this 30th day of September, A. D. One thousand nine hundred and sixteen, personally came before me, Jas. M. Streeten, a Notary Public in and for said Territory, the within named Frank H. Takagi, James Hori, Frank T. Kurato, M. Nozaki, S. Isozaki, and T. Kamesano, to me personally known to be the identical persons described within and who executed the within instrument and they each acknowledged to me that they executed the same freely, for the uses and purposes therein mentioned.

WITNESS my hand and seal this 30th day of September, 1916.

(Notarial Seal)

Jas. M. Streeten.

Notary Public in and for the Territory of Alaska.

My commission expires 1st September, 1918.

Recorded October 3, 1916, 11:30 a. m. at request of A. D. Poeet.

James Hawley

Recorder.

#64383

THIS INDENTURE made the 8th day of September in the year of the Lord one thousand nine hundred and sixteen Between the GRECIAN-ALASKA GOLD BREDDING COMPANY a corporation organized under the Laws of the State of Washington, the party of the first part, and JAMES PANOS of Nome, in the Territory of Alaska, the party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of one Dollars (\$1.00) Gold coin of the United States of America, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained sold, remised, released and forever quitclaimed? and by these presents does grant, bargain, sell, remie, release and forever quit-claim unto the said party of the second part and to his heirs and assigns the following described tract or parcel of land lying and being on right limit of Cripple River in the Cape Nome Recording District, Territory of Alaska, to-wit: Beginning at a point on line 3-4 of the Pergamos Association Mining claim, Mineral Survey #1102, 873.5 feet northerly from corner No. 3 of said Pergamos Association; thence run N. 84° 21' east, 241.43 feet to a point the S. E. corner of the tract hereby conveyed; thence North 1° 02' W. 2012.4 feet to a point the N. E. corner of the tract hereby conveyed; thence North 51°33' West 450.34 feet to a point the N. W. Corner of the tract hereby conveyed as and being on line 3-4 Pergamos Association aforesaid; thence South 3° 30' 30" East along line

4-3 Pergamo association aforesaid 2319.77 feet to place of beginning containing an area of 12.316 acres.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in or to the said premises and every part and parcel thereof, with the appurtenances.

To Have and to Hold unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set its hand and Seal the day and year first above written, through and by its President and Secretary duly authorized thereto.

Signed, sealed, and delivered in the presence of:

T. M. Reed.
F. R. Cowden.
(Corporation Seal)

GRECIAN ALASKA GOLD DREDGING CO. (SEAL)

By A. J. Jarmuth Seal
Its President.

Attest:-Douglas Jarmuth Seal
Secretary.

UNITED STATES OF AMERICA
Territory of Alaska. ss.

On this 8th day of September, A. D. One thousand nine hundred and sixteen, personally came before me, the subscriber, a Notary Public in and for said Territory the within named A. J. Jarmuth the President of the corporation described in the within instrument to me known to be such and Douglas Jarmuth, the Secretary thereof and known to me to be the same persons who executed the same on behalf of said corporation and acknowledged to me that they executed the same for the uses and purposes therein mentioned, as the free and voluntary act and deed of said corporation.

WITNESS my hand and seal this 8th day of September, 1916.

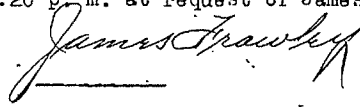
(Notarial Seal)

T. M. Reed.

Notary Public in and for the Territory of Alaska.

My commission expires Aug. 31, 1916.

Recorded October 3, 1916, 2:20 p. m. at request of James Panos.



Recorder.

#64385

D E E D.

THIS INDENTURE made this 31st day of January, 1916, by and between CHARLES F. WECKMAN, the Administrator of the estate of Iver Grinaker, deceased, the party of the first part, and JOHN LUTCHINGER of Nome, Alaska, the party of the second part,

WITNESSETH: THAT, WHEREAS, on the 23 day of November, 1915, the Probate Court in and for Cape Nome Precinct, Territory of Alaska, made an order of sale authorizing the said party of the first part to sell certain real estate of said Iver Grinaker, deceased, situate in said precinct, specified and particularly described in said order of sale, to the highest bidder for cash, which said order of sale is in ~~the~~ Book 12, on page 198 of the records of said Probate Court; and,

WHEREAS, under and by virtue of said order of sale and pursuant to legal notice thereof, the said party of the first part, on the 29th day of December, 1915, at 11 o'clock A. M. of said day, at the front door of the office of the U. S. Commissioner in the Town of Nome, in said precinct, offered for sale at public auction, and subject to the confirmation of said court, the real estate aforesaid, and at such sale the said party of the second part became the purchaser of an undivided one-fourth (1/4th) of the MEADOW ASSOCIATION placer mining claim in the Cape Nome Precinct, Alaska, being a part of said real estate, for the sum of one (\$1.00) Dollar, he being the highest and best bidder, and that being the highest and best sum bid; and,

WHEREAS, the said Probate Court, on the 7th day of January, 1916, made an order confirming sale and directing conveyance to be executed to the said party of the second party of the premises so sold to him as aforesaid, which order of confirmation is recorded in Book 12, on Page 209 of the records of said Probate Court.

NOW, THEREFORE, the said Charles F. Weckman, administrator of the estate of Iver Grinaker, deceased, the party of the first part, pursuant to the order last aforesaid, for and in consideration of the sum of one (\$1.00) Dollar, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns forever, all the right, title, interest and estate of the said Iver Grinaker, deceased, at the time of his death, and also all the right, title, and interest that the said estate, by operation of law or otherwise, may have acquired in and to that certain placer mining claim situate, lying, and being in the Cape Nome Precinct, Alaska, and known and described as an undivided one-fourth (1/4th) of the MEADOW ASSOCIATION claim, together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

#89880

DEED

THIS INDENTURE, made this 12th day of January, 1944, by and between FAY E. DELEZENE, a single man, of San Francisco, California, as first party, and THEODORE L. DELEZENE, of San Francisco, California, as second party,

WITNESSETH:

That first party, for and in consideration of the sum of One Dollar, (\$1.00), and other good and valuable considerations to him in hand paid by second party, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto second party, all of the right, title and interest of first party in and to those certain patented placer mining claims situated in the Nome Recording Precinct, Second Judicial Division of the Territory of Alaska, the said right, title and interest of first party, and said placer mining claims, being particularly described as follows:

- An undivided nine-sixteenths' (9/16ths) interest in those certain placer mining claims situated on the Solomon River, in the said Recording Precinct, and known and designated as follows:
- ALPINE ASSOCIATION CLAIM, containing one hundred and sixty (160) acres, more or less;
- MONA ASSOCIATION CLAIM, containing one hundred and sixty (160) acres, more or less;
- BODIE ASSOCIATION CLAIM, containing forty (40) acres, more or less;

Also: An undivided two-thirds (2/3rds) interest in Placer mining Claim NUMBER 8, on Otter Creek, in the said Recording Precinct;

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereunto belonging, unto the said Theodore L. Delezene, his heirs and assigns forever.

IN WITNESS WHEREOF, first party hereto has hereunto set his hand the day and year first above written.

/s/Fay E. Delezene

Witnesses:

- /s/Thos.R.White
- /s/J. Shard

STATE OF CALIFORNIA)

City and County of San Francisco) ss.

ON THIS 12th day of January A.D. 1944, before me, THOMAS A DOUGHERTY, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Fay E. Delezene (a single man) known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY SEAL

/s/Thomas A. Dougherty

My commission expires August 10, 1947

Notary Public in and for said County and State of California.

Recorded at the request of E. Coke Hill on 5/2/55 at 2:00 P.M.

RECORDER

#89881

QUITCLAIM DEED

THIS INDENTURE, made this thirtieth day of March, one thousand nine hundred and fifty-five, between the Richmond Chemical Co, a corporation organized and existing under and by virtue of the laws of the State of Nevada, the party of the first part, and Frank M. Maloney, Washoe County, Reno, Nevada, the party of the second part.

WITNESSETH: That the party of the first part, in consideration of the sum of ten dollars (\$10.00) lawful money of the United States of America to them in hand paid, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, remise, release and forever quitclaim unto the party of the second part, and to his heirs and assigns, all those patented placer claims situated in the Nome Mining District, Territory of Alaska, described as follows, to wit:

By U.S. Survey	and	Patent Number:
1134		767397
1134		592985
1162		601985
1260		900525
1102		555869

TOGETHER with the tenements, hereditaments and appurtenances thereto belonging or appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the premises, appurtenances and privileges, unto the party of the second part, and to his heirs or assigns forever.

IN WITNESS WHEREOF the party of the first part has hereunto set its hand this thirtieth day of March, 1955.

The forgoing deed authorized by resolution of the board of directors of the first party.

Richmond Chemical Co.
/s/ R. L. Collins
President

CORPORATION SEAL

STATE OF NEVADA) SS
COUNTY OF ORMSBY)

On this 30th day of March 1955 personally appeared before me, William E. Dial a Notary Public in and for the County of Ormsby, State of Nevada, R. L. Collins known to me to be the president of the corporation that executed the foregoing instrument, and acknowledged that the said corporation executed the same for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal at my office in the County of Ormsby, the day and year in this certificate first above written.

/s/William E. Dial
Notary Public in and for the County of Ormsby,
State of Nevada

NOTARY SEAL

My commission expires June 10, 1957

Recorded at the request of Frank M. Maloney on 3/2/55 at 2:15 P.M.

[Signature]
RECORDER

#89883

DEED

THIS INDENTURE, Made the 2nd day of May in the year of our Lord One Thousand Nine Hundred and fifty-five BETWEEN Samuel D. Parkinson and Ann B. Parkinson, of Nome, Alaska, the parties of the first part and Herbert Engstrom and Helga Elisabeth Engstrom, of Nome, Alaska, the parties of the second part, WITNESSETH: That the said part of the first part for and in consideration of the sum of One Hundred and 00/100-.-.-.-(100.00) DOLLARS, Legal Monies of the United States of America, to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released and forever quit-claimed and by these presents do grant, bargain, sell, remise, release, and forever quit-claim unto the said parties of the second part, and to their heirs and assigns all their right, title, and interest, whatever such may be, in the following described placer mining claims, situate and located in the Cape Nome Precinct, Second Division, Territory of Alaska, to-wit:

On or in the vicinity of Basin Creek:

- Joan No. 1
- Joan No. 2
- June No. 1
- June No. 2
- Ronnie
- Poke
- Joan
- Remona
- Little Boy Blue
- Two Sisters
- Mors
- Dannie
- Nugget
- Butch

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part of, in or to the said premises and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered /s/Samuel D. Parkinson (Seal)
in the presence of /s/ Ann B. Parkinson (Seal)

/s/James A. von der Heydt
UNITED STATES OF AMERICA,
Territory of Alaska, ss.

A.D. One Thousand Nine Hundred and 55 personally On this Second day of May came before me, James A. von der Heydt, a Notary Public in and for said Territory, the within named Samuel D. Parkinson and Ann B. Parkinson to me personally known to be the identical persons described in and who executed the within instrument, and they acknowledged to me that they executed the same freely, for the uses and purposes therein mentioned.

WITNESS my hand and seal this Second day of May, 1955.

s/ James A. von der Heydt
Notary Public in and for the Territory of Alaska

NOTARY SEAL

My commission expires 12/21/55.

Recorded at the request of Samuel D. Parkinson on 5/3/55 at 9:00 A.M.

[Signature]
RECORDER

NOTICE: Use this side for filing claims on state land. Nome Recording District

MINING CLAIM LOCATION NOTICE - CERTIFICATE

NAME OF CLAIM Big M ONE

NAME AND ADDRESS OF LOCATOR RESPONSIBLE FOR RECEIVING ALL NOTIFICATIONS PERTAINING TO THIS CLAIM. (PLEASE PRINT & SPECIFY AGENT IF APPLICABLE)

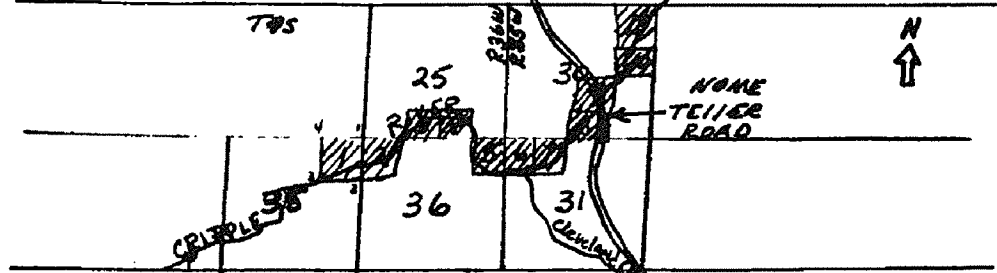
George MASSIE P.O. Box 507 BONSAI CA 92003

THE DATE OF POSTING THIS NOTICE IS 8-11-81

THE DATE OF DISCOVERY IS 8-5-81

THIS CLAIM IS 1320 FT. LONG IN A E-W DIRECTION AND 1320 FT. WIDE IN A N-S DIRECTION. THIS CLAIM IS LOCATED WITHIN TOWNSHIP 9S, RANGE 36W

KATEEL River MERIDIAN. THIS CLAIM AND ITS RELATION TO ADJACENT CLAIMS ARE SHOWN IN MY SKETCH BELOW. (SEE SEC. 11 AAC 86.215 (a) (5 & 6) OF THE ALASKA MINING RIGHTS REGULATIONS)



THE DISCOVERY POINT IS LOCATED South (DIRECTION) AND APPROXIMATE DISTANCE 712 FT.

FROM CORNER MONUMENT NUMBER 1. I (WE) HEREBY CERTIFY THAT I (WE) HAVE ON THIS DATE

POSTED THIS LOCATION NOTICE AT THE NORTHEAST CORNER OF THE SAID CLAIM, IN THE NOME

RECORDING DISTRICT OF ALASKA APPROXIMATELY 0 FT. (MILES) IN A 0 DIRECTION

TO NE CORNER Sec 25 T9S 36W (SURVEY MONUMENT, LAND CORNER, LAND MARK). THE CLAIM IS ON

CRIPPLE RIVER

(Describe the location with respect to a river, stream or tributary, glacier or mountain)

WITNESS (NOT REQUIRED)

George Massie
SIGNATURE OF NOTIFICATION LOCATOR

NAMES (PLEASE PRINT), SIGNATURES, AND MAILING ADDRESSES OF ALL OTHER LOCATORS:

NOTE: A copy of this document must be filed with the District Recorder's Office in the area in which the claim(s) is (are) located and a recorded copy must be filed with the Division of Minerals and Energy Management, 704 W. Northern Lights Blvd., Anchorage, Alaska 99508 within ninety (90) days after posting the notice. Failure to do so constitutes abandonment of all rights and the lands are open to staking by others.

C.P. 46

81-1351

8-

RECORDED - FILED
NOME REC.
DISTRICT

AUG 26 9 20 AM '81

FILED BY G. MASSIE
Box 507
ADDRESS BONSAI, CA.

92003
110114

INTERIM CONVEYANCE

BOOK 504 PAGE 349
Nome Recording District

WHEREAS

Sitnasuak Native Corporation
P.O. Box 905, Nome, AK 99762

is entitled to a conveyance pursuant to Secs. 14(a) and 22(j) of the Alaska Native Claims Settlement Act of December 18, 1971 (43 U.S.C. 1601, 1613(a), 1621(j)), of the surface estate in the following described lands:

U.S. Survey No. 4107, lot 19 (excluding Native allotment F-1050 Parcel A), situated on a spit of land between Norton Sound and Safety Sound and surrounding U.S. Survey No. 2918, Alaska.

Containing approximately 2 acres.

Kateel River Meridian, AlaskaT. 11 S., R. 31 W. (Partially Surveyed)

Secs. 5, 6, and 7, excluding Native allotment F-13772 Parcel A;
 Sec. 8;
 Sec. 16, excluding U.S. Survey No. 4403 B (Native allotment F-031356 Parcel B) and U.S. Survey No. 5057;
 Sec. 17, excluding U.S. Survey No. 4403 B (Native allotment F-031356 Parcel B), Native allotment F-530 Parcel A, and the tidal portion of the Eldorado River;
 Sec. 18, excluding Native allotment F-13772 Parcel B;
 Sec. 19, excluding Native allotments F-14762 Parcel C, F-19304, and the Flambeau River;
 Sec. 20, excluding U.S. Survey No. 4403 B (Native allotment F-031356 Parcel B), Native allotments F-14762 Parcel C, F-17528, F-18226, the Eldorado River, the Flambeau River, and Safety Sound;
 Sec. 21, excluding U.S. Survey No. 4403 B (Native allotment F-031356 Parcel B) and U.S. Survey No. 5057;
 Sec. 28, excluding Safety Sound;
 Sec. 29, excluding Native allotments F-14762 Parcel C, F-17528, Safety Sound, and the unnamed slough entering Safety Sound;
 Sec. 30, excluding Native allotment F-14762 Parcel C;
 Secs. 31, 32, and 33 (fractional).

Containing approximately 8,021 acres.

T. 12 S., R. 31 W. (Surveyed)

Secs. 3, 4, 5, and 6 (fractional);
 Secs. 8, 9, and 10 (fractional);
 Sec. 11 (fractional), excluding U.S. Survey No. 4107;
 Secs. 12 and 13 (fractional), excluding U.S. Survey No. 4107 and Native allotment F-18500 Parcel B;
 Secs. 15 and 16 (fractional), excluding U.S. Survey No. 4107;
 Sec. 17 (fractional), excluding U.S. Survey No. 4107 and Native allotment F-3376 Parcel A;
 Sec. 18, excluding Native allotments F-570 and F-3376 Parcel A;

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Interim Conveyance No. _____

Date _____

SEP 3 1982

Sec. 19 (fractional), excluding Native allotment
F-3376 Parcel A.

Containing approximately 3,970 acres.

T. 11 S., R. 32 W. (Partially Surveyed)
Secs. 13 and 24.

Containing approximately 1,280 acres.

T. 9 S., R. 35 W. (Partially Surveyed)
Secs. 6, 7, and 18, excluding Mineral Survey application
F-23164;
Secs. 30 and 31.

Containing approximately 2,637 acres.

T. 9 S., R. 36 W. (Partially Surveyed)
Secs. 4, 5, 8, and 9, excluding Native allotment F-16726;
Secs. 12 and 13, excluding Mineral Survey application F-23164;
Secs. 17 and 18;
Secs. 24 and 25, excluding Mineral Survey application
F-23164;
Sec. 35, excluding Mineral Survey No. 1134;
Sec. 36.

Containing approximately 6,781 acres.

T. 10 S., R. 36 W. (Partially Surveyed)
Sec. 23, excluding Mineral Survey No. 1260 and Mineral
Survey No. 1331;
Sec. 26, excluding Mineral Survey No. 1102.

Containing approximately 1,041 acres.

T. 11 S., R. 36 W. (Surveyed)
Sec. 2, excluding Mineral Survey No. 1102 and Native
allotment F-15016;
Secs. 5 and 6, excluding Native allotment F-16513
Parcel A;
Secs. 7 and 8 (fractional), excluding Native allotment
F-16513 Parcel A;
Secs. 9 and 10 (fractional);
Sec. 11, excluding Mineral Survey No. 1102 and Native
allotments F-15015, F-15016, and F-15018;
Sec. 13 (fractional), excluding Mineral Survey No. 1102
and Native allotment F-15017;
Sec. 14 (fractional), excluding Native allotment F-15017;
Sec. 15 (fractional).

Containing approximately 3,725 acres.

Aggregating approximately 27,455 acres.

Total aggregated acreage, approximately 27,457 acres.

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Interim Conveyance No. _____

Date _____ SEP 3 1982 _____

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the above-named corporation the surface estate in the land above described, TO HAVE AND TO HOLD the said estate with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said corporation, its successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES from the lands so granted:

1. The subsurface estate therein, and all rights, privileges, immunities, and appurtenances, of whatsoever nature, accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of December 18, 1971 (43 U.S.C. 1601, 1613(f)); and
2. Pursuant to Sec. 17(b) of the Alaska Native Claims Settlement Act of December 18, 1971 (43 U.S.C. 1601, 1616(b)), the following public easements referenced by easement identification number (EIN) on the easement maps attached to this document, copies of which will be found in case file F-14908-EE, are reserved to the United States. All easements are subject to applicable Federal, State, or Municipal corporation regulation. The following is a listing of uses allowed for each type of easement. Any uses which are not specifically listed are prohibited.

25-Foot Trail - The uses allowed on a twenty-five (25) foot wide trail easement are: travel by foot, dogsled, animals, snowmobiles, two- and three-wheel vehicles, and small all-terrain vehicles (less than 3,000 lbs. Gross Vehicle Weight (GVW)).

50-Foot Trail - The uses allowed on a fifty (50) foot wide trail easement are: travel by foot, dogsled, animals, snowmobiles, two- and three-wheel vehicles, small and large all-terrain vehicles, track vehicles and four-wheel drive vehicles.

- a. (EIN 3a D1, D9, L) An easement for an existing access trail fifty (50) feet in width from the Nome-Teller Road in Sec. 8, T. 9 S., R. 36 W., Kateel River Meridian, south-westerly to public lands. The uses allowed are those listed above for a fifty (50) foot wide trail easement.
- b. (EIN 6 L) An easement for an existing access trail fifty (50) feet in width from the Nome-Teller Road in Sec. 30, T. 9 S., R. 35 W., Kateel River Meridian, easterly to public lands. The uses allowed are those listed above for a fifty (50) foot wide trail easement.

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Date _____

SEP 3 1982

- c. (EIN 45 D1, L) An easement for an existing access trail twenty-five (25) feet in width from Nome in Sec. 36, T. 11 S., R. 34 W., Kateel River Meridian, southeasterly to Solomon. The uses allowed are those listed above for a twenty-five (25) foot wide trail easement. The season of use will be limited to winter.
- d. (EIN 72 D1, D9, L) An easement for an existing access trail twenty-five (25) feet in width from Nome in Sec. 27, T. 11 S., R. 34 W., Kateel River Meridian, westerly to Teller. The uses allowed are those listed above for a twenty-five (25) foot wide trail easement. The season of use will be limited to winter.

THE GRANT OF THE ABOVE-DESCRIBED LANDS IS SUBJECT TO:

1. Issuance of a patent after approval and filing by the Bureau of Land Management of the official supplemental plat of survey confirming the boundary description and acreage of the lands hereinabove granted;
2. Valid existing rights therein, if any, including but not limited to those created by any lease (including a lease issued under Sec. 6(g) of the Alaska Statehood Act of July 7, 1958 (48 U.S.C. Ch. 2, Sec. 6(g))), contract, permit, right-of-way, or easement, and the right of the lessee, contractee, permittee, or grantee to the complete enjoyment of all rights, privileges, and benefits thereby granted to him. Further, pursuant to Sec. 17(b)(2) of the Alaska Native Claims Settlement Act of December 18, 1971 (43 U.S.C. 1601, 1616(b)(2)) (ANCSA), any valid existing right recognized by ANCSA shall continue to have whatever right of access as is now provided for under existing law;
3. A right-of-way, F-030479, located within Sec. 17, T. 9 S., R. 36 W., and Sec. 31, T. 9 S., R. 35 W., Kateel River Meridian, for two Federal Aid material sites. Act of August 27, 1958, as amended (23 U.S.C. 317);
4. A right-of-way, F-031401, located within Secs. 5 and 8, T. 9 S., R. 36 W., Kateel River Meridian, 200 feet in width, for a Federal Aid Highway. Act of August 27, 1958, as amended (23 U.S.C. 317);
5. A right-of-way, F-031428, located within Secs. 5, 8, 17, and 18, T. 9 S., R. 36 W., Kateel River Meridian, for a Federal Aid material site. Act of August 27, 1958, as amended (23 U.S.C. 317);
6. A right-of-way, F-033602, Parcel No. 4, located within Secs. 30 and 31, T. 9 S., R. 35 W., Secs. 8, 9, 13, 17, and 24, T. 9 S., R. 36 W., Kateel River Meridian, 200 feet in width, for a Federal Aid Highway. Act of August 27, 1958, as amended (23 U.S.C. 317);

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Interim Conveyance No. _____

Date _____ SEP 3 1982

7. Any right-of-way interest in Federal Aid Secondary (FAS) Route No. 130 (Nome-Council Road) from Nome FAA Airfield east through Nome and Solomon to FAS Route 1304 at Council transferred to the State of Alaska by the quitclaim deed dated June 30, 1959, executed by the Secretary of Commerce under the authority of the Alaska Omnibus Act, Public Law 86-70 (73 Stat. 141) as to T. 12 S., R. 31 W., Kateel River Meridian;
8. Any right-of-way interest in Federal Aid Secondary (FAS) Route No. 131 (Nome-Teller Road) from FAS Route 141 near Nome northwest to Teller transferred to the State of Alaska by the quitclaim deed dated June 30, 1959, executed by the Secretary of Commerce under the authority of the Alaska Omnibus Act, Public Law 86-70 (73 Stat. 141) as to Tps. 9 S., Rs. 35 and 36 W., Kateel River Meridian;
9. Any right-of-way interest in Federal Aid Secondary (FAS) Route No. 1311 (Snake River Road) from FAS Route 131 near Nome, northerly to Jensen's Mining and Recreation area transferred to the State of Alaska by the quitclaim deed dated June 30, 1959, executed by the Secretary of Commerce under the authority of the Alaska Omnibus Act, Public Law 86-70 (73 Stat. 141) as to T. 9 S., R. 34 W., Kateel River Meridian; and
10. Requirements of Sec. 14(c) of the Alaska Native Claims Settlement Act of December 18, 1971 (43 U.S.C. 1601, 1613(c)), that the grantee hereunder convey those portions, if any, of the lands hereinabove granted, as are prescribed in said section.

IN WITNESS WHEREOF, the undersigned authorized officer of the Bureau of Land Management has, in the name of the United States, set his hand and caused the seal of the Bureau to be hereunto affixed on this 3rd day of September, 1982, in Anchorage, Alaska.

UNITED STATES OF AMERICA



John D. Arnold

Assistant to the State Director
for Conveyance Management

558

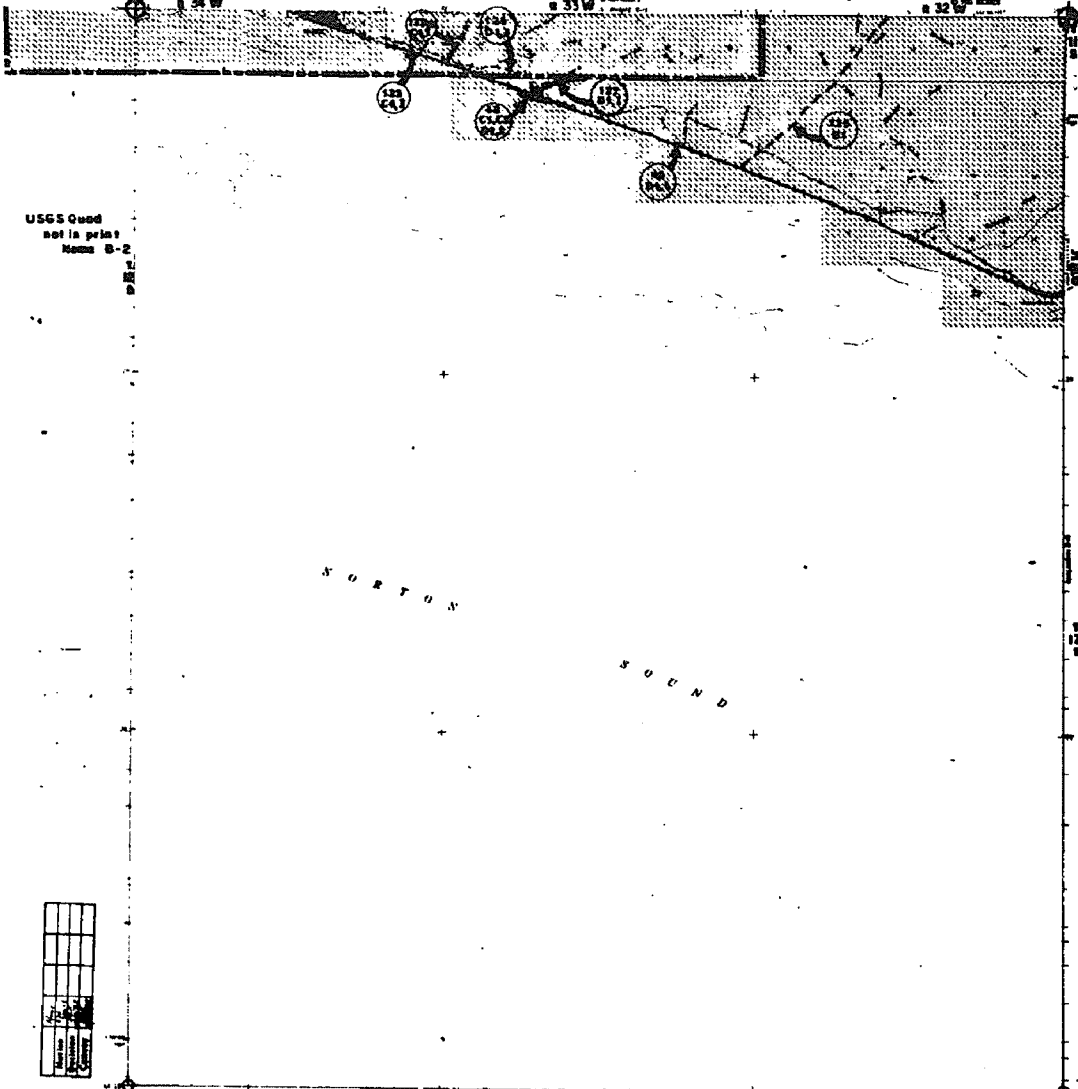
Interim Conveyance No. _____

Date _____ SEP 3 1982

DEPARTMENT OF THE INTERIOR

UNITED STATES
 DEPARTMENT OF THE ARMY
 ENGINEER REGIMENT
 33rd

NOME 18th CLAD RANGELAND
 ALASKA
 32 1/2



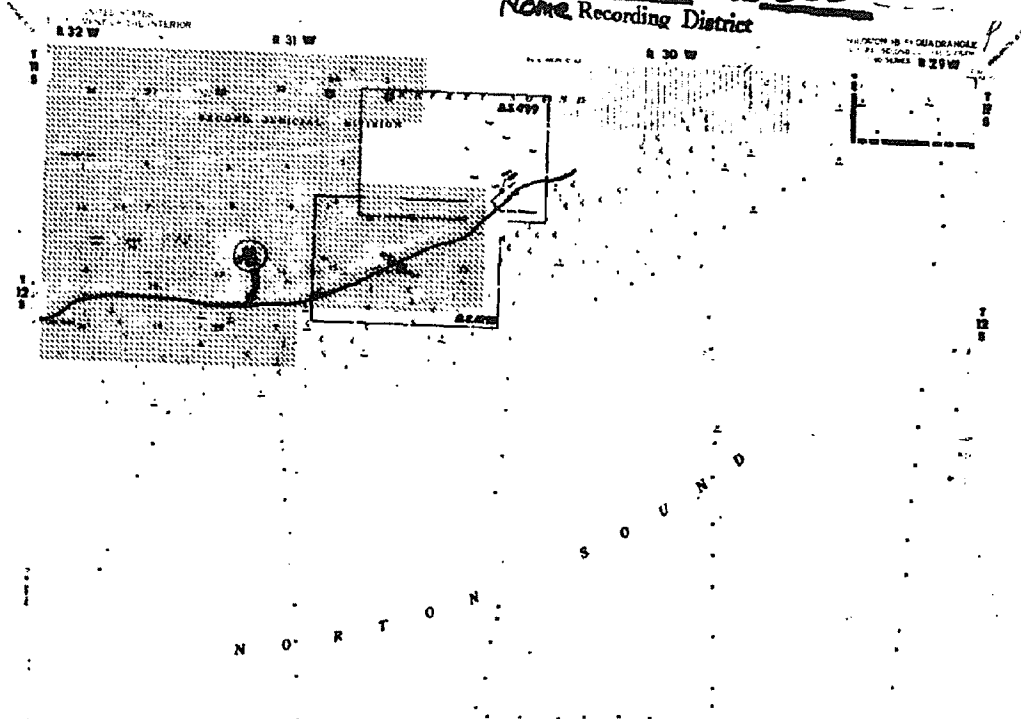
USGS Quad
 not in print
 Nome 8-2

NORTON
 SOUND

NOME VILLAGE SELECTION
 Application of Sec. 7, 1024
 Requirements stated above section
 Application may be less than 640 acres
 NAME 18th ALASKA
 32 1/2
 Cont. Township
 8/2/78

558

Alaska State Office
 Anchorage, Alaska
SEP 3 1982
 DATE
 I hereby certify that this reproduction is a
 copy of the official record on file in this office.
William D. Arnold
 AUTHORIZED SIGNATURE



SOLOMON VILLAGE SELECTION

Application of Dec. 17, 1974

□ Represents nearest whole section
(application may be less than 640 acres)

--- Care Township

NOME VILLAGE SELECTION

Application of Dec. 17, 1974

▨ Represents nearest whole section
(application may be less than 640 acres)

--- Care Township

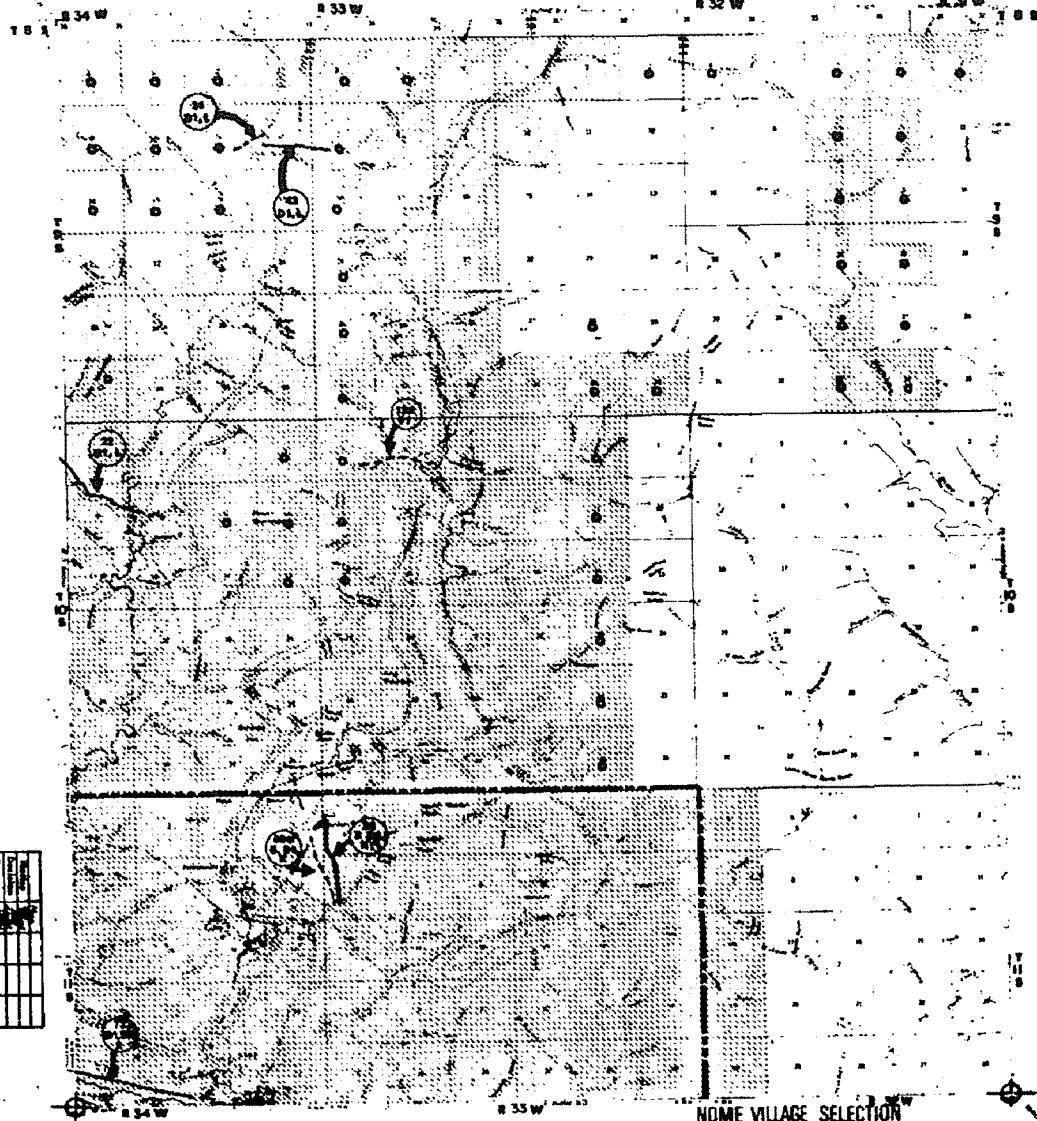
0-Over-Selections

558

Alaska State Office Anchorage, Alaska
SEP 3 1982 DATE
I hereby certify that this reproduction is a copy of the official record on file in this office.
<i>Barry D. Zimlich</i> AUTHORIZED SIGNATURE

UNITED STATES DEPARTMENT OF THE INTERIOR

Nome Recording District



NOME VILLAGE SELECTION

Application of Dec. 17, 1874

Represent request whole section (application may be less than 640 acres)

City Township

O-Over-Selections

558

Alaska State Office
 Anchorage, Alaska

SEP 3 1982
 DATE

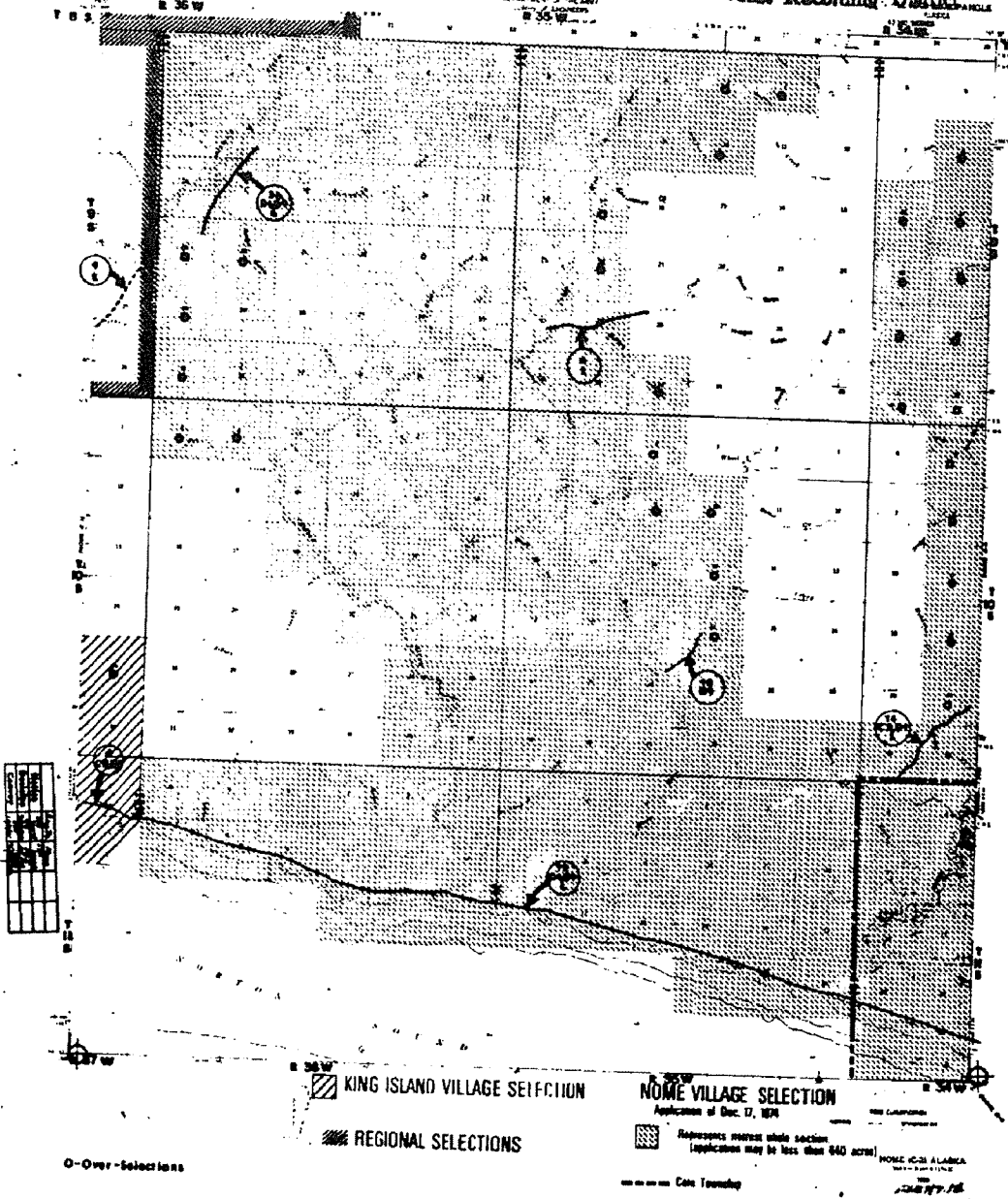
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 copy of the official record on file in this office.

Wm D Arnold
 AUTHORIZED SIGNATURE

UNITED STATES DEPARTMENT OF THE INTERIOR

UNITED STATES DEPARTMENT OF THE ARMY

Nome Recording District



83-0327
 32-
 RECORDED-FILED
 NOME REC.
 DISTRICT
 MAR 22 3 02 PM '83
 REQUESTED BY S.N.C.
Box 905
 ADDRESS NOME, AK
99762
 #241273

558

SEP 3 1982 Alaska State Office
 Anchorage, Alaska
 DATE
 I hereby certify that this reproduction is a
 copy of the official record on file in this office.
Wm S. Dymally
 AUTHORIZED SIGNATURE

SUPPLEMENTAL DEED OF TRUST

AND ASSIGNMENT OF RENTS

SITNASUAK

BOOK 311 PAGE 293

Nome Recording District

This Supplemental Deed of Trust supplements that certain Deed of Trust made by and among the parties named below, dated March 30, 1981, unrecorded, as amended by the Amended Deed of Trust made by and among the parties named below, dated April 1, 1983, also unrecorded.

This Supplemental Deed of Trust is made by and among:

Bering Straits Native Corporation, an Alaskan Native regional corporation established under the laws of the State of Alaska in accordance with the provisions of the Alaska Native Claims Settlement Act, as Trustor, (herein "Trustor"), whose address is Post Office Box 1008, Nome, Alaska 99762;

Transamerica Title Insurance Company, as Trustee, (herein "Trustee"), whose address is 510 L Street, Anchorage, Alaska 99501;

Sitnasuak Native Corporation, an Alaskan Native village corporation established under the laws of the State of Alaska in accordance with the provisions of the Alaska Native Claims Settlement Act as Beneficiary (herein "Beneficiary"), whose address is Post Office Box 905, Nome, Alaska 99762;

Trustor hereby irrevocably grants, transfers, assigns and conveys to Trustee in trust with power of sale the following described real property in the Nome Recording District, Second Judicial District, State of Alaska:

All of Trustor's right, title and interest in the real property conveyed to Trustor and described by the following conveyance documents: Patent No. 50-82-0101 dated August 23, 1982, and recorded May 3, 1984 at Book 308, Pages 620-621, and Patent No. 50-82-0149 dated September 3, 1982, and recorded May 3, 1984 at Book 308, Pages 636-640, and Patent No. 50-83-0276 dated September 22, 1983, and recorded October 26, 1983 at Book 306, Pages 613-617, and Interim Conveyance No. 522 dated August 17, 1982, and recorded May 3, 1984, at Book 308, Pages 633-635, and Interim Conveyance No. 529 dated August 25, 1982, and recorded May 3, 1984, at Book 308, Pages 622-625, and Interim Conveyance No. 559 dated September 3, 1982, and recorded May 3, 1984, at Book 308, Pages 626-632, and Interim Conveyance No. 708 dated September 22, 1983, and recorded October 26, 1983, at Book 306, Pages 618-629, Nome Recording District, Second Judicial District, State of Alaska.

Subject to the rights of Alaska Native regional corporations to receive a portion of all revenues received by Trustor on account of the foregoing subsurface property pursuant to Section 7(1) of the Alaska Native Claims Settlement Act (43 USC 1606(1)).

TOGETHER WITH all the estate and rights of Trustor in and to said property and all access rights and easements appertaining thereto;

TO HAVE AND TO HOLD said premises conveyed and described, together with all and singular the lands, tenements, privileges, water rights, hereditaments and appurtenances thereto belonging or in any way appertaining, and all reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title, claim and demands whatsoever of Trustor, either in law or in equity, of, in and to the above-conveyed premises, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

- A. THIS SUPPLEMENTAL DEED OF TRUST IS GIVEN FOR THE PURPOSE OF SECURING:
1. Performance of all Trustor's obligations to Beneficiary set forth in that certain agreement dated as of February 8, 1981 between Trustor and Beneficiary; and
 2. Performance of all Trustor's obligations set forth in this Supplemental Deed of Trust.
- B. THE OBLIGATIONS SECURED BY THIS SUPPLEMENTAL DEED OF TRUST MATURE ON MARCH 1, 1986, UNLESS SOONER DISCHARGED IN ACCORDANCE WITH THEIR TERMS.
- C. TRUSTOR COVENANTS AND AGREES AS FOLLOWS:
1. Sale, Transfer or Encumbrance of Property. Trustor will not sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree to do so, without the written consent of Beneficiary.
 2. Condemnation. Any award of damages in connection with any condemnation for public use of or injury of said property or any part thereof, is hereby assigned and shall be paid to Beneficiary to secure the obligations described herein.
 3. Reconveyance After Payment. Upon written request of Beneficiary stating that all obligations secured hereby have been discharged, and upon surrender of this Supplemental Deed of Trust for cancellation and upon payment of its fees, Beneficiary authorizes Trustee to reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Supplemental Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
 4. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including actual attorney's fees, upon any obligations secured hereby, and in such order as Beneficiary may determine.
- D. DEFAULT: RIGHTS AND DUTIES OF TRUSTEE:
1. Sale By Trustee. Upon default by Trustor in performance of any obligation secured hereby in accordance with its terms, Beneficiary may execute or cause Trustee to execute a written notice of such default and of its election to cause to be sold the herein-described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein said real property, or some part thereof, is situated. Notice of sale having been given as then required by law and not less than the time required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction, to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the property in the manner provided by law. Trustee shall deliver to purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, as herein defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and Beneficiary, and of this Trust, including, but not limited to, cost of evidence of title and actual attorney's fees in connection with the sale, Trustee shall apply

the proceeds of sale to payment of (1) all sums expended under the terms hereof; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.

2. Right to Deficiency Judgment. If Beneficiary in the event of a default elects to proceed by the ~~summary~~ extrajudicial foreclosure method provided for by the preceding section, a deficiency judgment shall not be entered against Trustor. However, if in the event of a default, Beneficiary elects to (a) judicially foreclose this Supplemental Deed of Trust as a lien or mortgage, or (b) commence an action on the obligations secured by this Supplemental Deed of Trust, Beneficiary shall be entitled to a personal judgment against the Trustor.

3. Successors; Rule of Construction. This Supplemental Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, legal representatives, successors and assigns. In this Supplemental Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Words of broad or general meaning shall in no way be limited because of their use in connection with words of more restricted significance. The headings to the various articles, sections and paragraphs of this Supplemental Deed of Trust have been inserted for convenient reference only and shall not be used to construe this Supplemental Deed of Trust.

4. Duties of Trustee. Trustee accepts this trust when this Supplemental Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

5. Substitution of Trustee. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee named herein; and thereupon, Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

6. Powers of Trustee. If two or more persons be designated as Trustee herein, any, or all powers granted herein to Trustee may be exercised by any of such persons if the other person or persons are unable, for any reason, to act and any recital of such liability in any instrument executed by any of such persons shall be conclusive against Trustor, its heirs and assigns.

7. Notices. Any demand or notice made or given by Trustee or Beneficiary, or both, to Trustor shall be effective (a) when mailed by registered or certified mail to the address of the Trustor as set forth above or to the address at which Beneficiary customarily or last communicated with Trustor, or (b) when delivered personally to Trustor.

8. Applicable Law. This Supplemental Deed of Trust shall be construed and enforced according to the laws of the State of Alaska.

DATED this 9th day of November, 1984.

TRUSTOR:

BERING STRAITS NATIVE CORPORATION

BY: [Signature]

ITS: President

BENEFICIARY:

SITNASUAK NATIVE CORPORATION

BY: [Signature]

ITS: President

STATE OF ALASKA)
)
SECOND JUDICIAL DISTRICT)

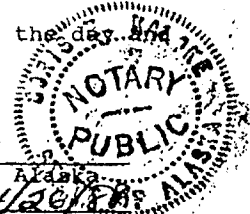
ss.

BOOK 311 PAGE 296
Nome Recording District

On this 9th day of November, 1984, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Charles H. Johnson, to me known to be the President of Bering Straits Native Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the 9th day of November, 1984, and the year in this certificate above written.

X Maria Keldor
Notary Public in and for Alaska
My commission expires: 4/20/85



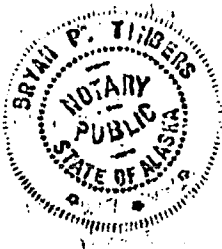
STATE OF ALASKA)
)
SECOND JUDICIAL DISTRICT)

ss.

On this 23rd day of November, 1984, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Robert L. Ferguson, to me known to be the President of Sitnasuak Native Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Bryan P. Timbers
Notary Public in and for Alaska
My commission expires: 8/15/87



84-2096

17-

RECORDED & FILED
NOME REC.
DISTRICT

Nov 27 3 53 PM '84

REQUESTED BY LT#VW
ADDRESS BOX 61
NOME, AK.

99762
338546

Bureau of Land Management - Alaska LIS-Online Reports
Case Abstract for: AKFF 023164

Case Serial Num: AKFF 023164 FRC Site Code: ANC
Case Type: 386100 Mineral Survey Apln Accession Num: 49-99-1118
Case Status: Closed Box Num: 001 of 003
Case Status Actn: Case Closed Disp Date:
Case Status Date: 14-MAY-1985 Location Code: 16/01/01-1

Customer Data

Custid: 000076141 Int Rel: Applicant Pct Int: 0.0000
Cust Name: VOLKHEIMER CHARLES F A
Cust Address: Withheld

Custid: 000076142 Int Rel: Applicant Pct Int: 0.0000
Cust Name: BORTZ CHARLENE VOLKHEIMER
Cust Address: Withheld

Administrative/Status Action Data

Date	Code/Description	Remarks	Doc ID	Ofc	Emp
20-DEC-1976	046 Min Srvy Apln Filed	--	--	PSA	JJH
11-OCT-1977	980 Special Instr Appv-S	M002363	--	922	AKN
12-APR-1985	756 Cancelled	--	--	AJF	BKM
14-MAY-1985	782 Relq Accepted	--	--	AJF	SLG
14-MAY-1985	970 Case Closed	--	--	AJF	SLG
27-AUG-1992	996 Converted To Prime	--	--	940	BKM

Financial Action Data

Date	Code/Description	Ofc	Emp	Money Amt	Acct Adv	Asmt
21-Dec-1976	101 Survey Deposit Recei	AJA	DWM	8200.00	--	--
08-May-1985	074 Survey Deposit Refun	020	JSR	-8134.33	--	--

General Remarks

SUNDAY 12/30/84 NONWORK DAY

Geographic Names

B&C DISCOVERY F65320
B.C. #1 F65321
B.C. #10 F65330
B.C. #10A F65353

B.C. #10B F65371
B.C. #10D F65394
B.C. #11 F65331
B.C. #11A F65354
B.C. #11B F65372
B.C. #11D F65395
B.C. #12 F65332
B.C. #12A F65355
B.C. #12B F65373
B.C. #12D F65396
B.C. #13 F65333
B.C. #13A F65356
B.C. #13B F65374
B.C. #13D F65397
B.C. #14 F65334
B.C. #14A F65357
B.C. #14B F65375
B.C. #14D F65398
B.C. #15 F65335
B.C. #15A F65358
B.C. #15B F65376
B.C. #15D F65399
B.C. #16 F65336
B.C. #16A F65359
B.C. #16D F65400
B.C. #17 F65337
B.C. #17A F65360
B.C. #17D F65401
B.C. #18 F65338
B.C. #18A F65361
B.C. #18D F65402
B.C. #19 F65339
B.C. #19D F65403
B.C. #1A F65344
B.C. #1B F65362
B.C. #1C F65377
B.C. #1D F65385
B.C. #1E F65415
B.C. #1F F65421
B.C. #2 F65322
B.C. #20 F65340
B.C. #20D F65404

B.C. #21 F65341
B.C. #21D F65405
B.C. #22 F65342
B.C. #22D F65406
B.C. #23 F65343
B.C. #23D F65407
B.C. #24D F65408
B.C. #25D F65409
B.C. #26D F65410
B.C. #27D F65411
B.C. #28D F65412
B.C. #29D F65413
B.C. #2A F65345
B.C. #2B F65363
B.C. #2C F65378
B.C. #2D F65386
B.C. #2E F65416
B.C. #2F F65422
B.C. #3 F65323
B.C. #30D F65414
B.C. #3A F65346
B.C. #3B F65364
B.C. #3C F65379
B.C. #3D F65387
B.C. #3E F65417
B.C. #3F F65423
B.C. #4 F65324
B.C. #4A F65347
B.C. #4B F65365
B.C. #4C F65380
B.C. #4D F65388
B.C. #4E F65418
B.C. #4F F65424
B.C. #5 F65325
B.C. #5A F65348
B.C. #5B F65366
B.C. #5C F65381
B.C. #5D F65389
B.C. #5E F65419
B.C. #5F F65425
B.C. #6 F65326
B.C. #6A F65349

- B.C. #6B F65367
- B.C. #6C F65382
- B.C. #6D F65390
- B.C. #6E F65420
- B.C. #6F F65426
- B.C. #7 F65327
- B.C. #7A F65350
- B.C. #7B F65368
- B.C. #7C F65383
- B.C. #7D F65391
- B.C. #8 F65328
- B.C. #8A F65351
- B.C. #8B F65369
- B.C. #8C F65384
- B.C. #8D F65392
- B.C. #9 F65329
- B.C. #9A F65352
- B.C. #9B F65370
- B.C. #9D F65393

Land Description												
Mr	Twp	Rng	Sec	Aliquot	Survey ID	Tr	Blk	Lot	Di	Bor	NR LS	Acres
44	009S	035W	006	--	MS 02363	--	--	--	04	C04	04 CC	0.0000
44	009S	035W	007	--	MS 02363	--	--	--	04	C04	04 CC	0.0000
44	009S	035W	018	--	MS 02363	--	--	--	04	C04	04 CC	0.0000
44	009S	036W	012	--	MS 02363	--	--	--	04	C04	04 CC	0.0000
44	009S	036W	013	--	MS 02363	--	--	--	04	C04	04 CC	0.0000
44	009S	036W	024	--	MS 02363	--	--	--	04	C04	04 CC	0.0000
44	009S	036W	025	--	MS 02363	--	--	--	04	C04	04 CC	0.0000
				Cancelled In	0.0000					Adjudicated:	0.0000	
				Whole/Part:	.							
											Total Case Acres:	0

End of Case: AKFF 023164

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data. Refer to specific BLM case files for official land status information.

Reports are generated from a replicated database. Information can be one week old.

Property of the United States Government
This Document Contains Sensitive But Unclassified Information
Category 1 (A) BLM Records that do not contain protected information
and can be released in whole.

2-83
Revised 4/83
DNR 10-162

STATE of ALASKA
Department of Natural Resources

BOOK 0313 PAGE 878

STATE MINING CLAIM LOCATION NOTICE/CERTIFICATE

Name/Number of Claim: DREW #5 Creek Name: _____ (optional)

Date of Locator's Discovery: September 1, 1985 Date of Posting Location Notice: October 5, 1985
(month/day/year)

THIS CLAIM IS: 920 Ft. long in a N-S direction and 1320 ft. wide in a E-W direction.
(Maximum 1320' x 1320')

THIS CLAIM IS LOCATED IN (Fill in as many lines as apply to this claim):

<u>Katcel</u>	Meridian; Township	<u>85</u>	Range	<u>35W</u>	Section	<u>33</u>	Quarter Section	<u>SE 1/4</u>
"	Meridian; Township	<u>95</u>	Range	<u>35W</u>	Section	<u>6</u>	Quarter Section	<u>NW</u>
"	Meridian; Township	<u>9S</u>	Range	<u>36W</u>	Section	<u>1</u>	Quarter Section	<u>NE</u>
_____	Meridian; Township	_____	Range	_____	Section	_____	Quarter Section	_____

THIS CLAIM IS LOCATED IN THE NOME RECORDING DISTRICT, STATE OF ALASKA

I hereby certify that I have, on the date noted above, posted a location notice on the monument at the NE corner of this claim and, to the best of my knowledge, have acted in accordance with applicable State statutes and regulations.

LOCATOR (Person who did discovery and location work):

NAME: John Schlodder / Utah Int. Inc
ADDRESS: 10 W 2850 S Salt Lake City Utah

UTAH INTERNATIONAL INC. By

John P Schlodder
(signature) Owner Agent

Name & Addresses of Additional Locators/Owners (Please Print)

NAME: MARK NUNLIST
ADDRESS: 70 LST ANCHORAGE AK

All Locator/Owners or their Agents must sign.

Mark Nunlist
(signature) Owner Agent

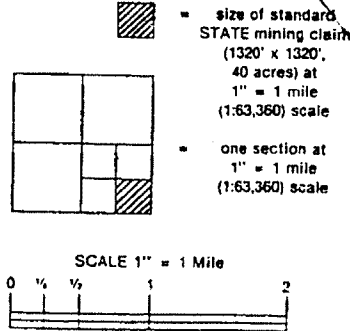
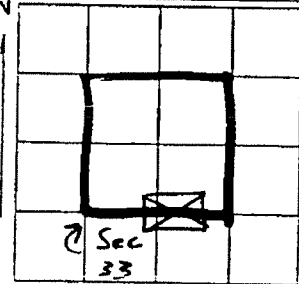
NAME: _____
ADDRESS: _____

(signature) Owner Agent

NAME: _____
ADDRESS: _____
(Use extra page if necessary)

(signature) Owner Agent

CLAIM SKETCH (see instructions on reverse)



Recorder's Office Use Only

85-1583
RECORDED-FILED-
NOME REC.
DISTRICT
OCT 14 1 40 PM '85
REQUESTED BY _____
ADDRESS _____
#408148

Optional - In place of this claim sketch above, a separate map showing the location of this claim is (check one):

attached to this Certificate
 attached to the Certificate for _____
which is being filed simultaneously with this Certificate.

2-83
 Revised 4/83
 DNR 10-162

STATE MINING CLAIM LOCATION NOTICE/CERTIFICATE

Name/Number of Claim: DREW #8 Creek Name: _____ (optional)

Date of Locator's Discovery: September 1, 1985 Date of Posting Location Notice: October 6, 1985
 (month/day/year)

THIS CLAIM IS:
400 Ft. long in a N-S direction and 1320 ft. wide in a E-W direction.
 (Maximum 1320' x 1320')

THIS CLAIM IS LOCATED IN (Fill in as many lines as apply to this claim):
Kotze! Meridian; Township 8S, Range 35W, Section 33, Quarter Section SE/SW
 " Meridian; Township 9S, Range 36W, Section 1, Quarter Section NE 1/4
 _____ Meridian; Township _____, Range _____, Section _____, Quarter Section _____
 _____ Meridian; Township _____, Range _____, Section _____, Quarter Section _____

THIS CLAIM IS LOCATED IN THE NOME RECORDING DISTRICT, STATE OF ALASKA

I hereby certify that I have, on the date noted above, posted a location notice on the monument at the NE corner of this claim and, to the best of my knowledge, have acted in accordance with applicable State statutes and regulations.

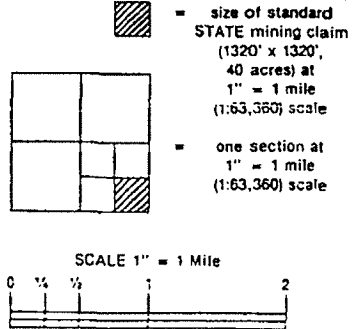
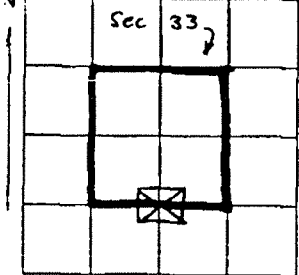
LOCATOR (Person who did discovery and location work): UTAH INTERNATIONAL INC BY
 NAME: John Schilderer / Utah Int- Inc (signature) Owner Agent
 ADDRESS: 10 W 2850 S Salt Lake City Utah

Name & Addresses of Additional Locators/Owners (Please Print):
 NAME: MARK NUNLIST All Locator/Owners or their Agents must sign.
 ADDRESS: 718 1ST ANCHORAGE AK (signature) Owner Agent

NAME: _____ (signature) Owner Agent
 ADDRESS: _____

NAME: _____ (signature) Owner Agent
 ADDRESS: _____

CLAIM SKETCH (see instructions on reverse)
 (Use extra page if necessary)



Recorder's Office Use Only

85-1586
 RECORDED-FILED
 NOME REC.
 DISTRICT
 OCT 14 1 41 PM '85
 REQUESTED BY _____
 ADDRESS _____
 # 408148

(optional) - In place of this claim sketch above, a separate map showing the location of this claim is (check one):
 attached to this Certificate
 attached to the Certificate for _____ which is being filed simultaneously with this Certificate.

This is a witness Notice the true NE corner is 690' DNE East of this point

STATE of ALASKA
Department of Natural Resources

BOOK 0313 PAGE 882

2-83
Revised 4/83
DNR 10-182

STATE MINING CLAIM LOCATION NOTICE/CERTIFICATE

Name/Number of Claim: DREW #9 Creek Name: _____ (optional)

Date of Locator's Discovery: September 1, 1985 Date of Posting Location Notice: October 6, 1985
(month/day/year)

THIS CLAIM IS: 1320 Ft. long in a N-S direction and 1320 ft. wide in a E-W direction.
(Maximum 1320' x 1320')

THIS CLAIM IS LOCATED IN (Fill in as many lines as apply to this claim):

Kateel Meridian; Township 8S Range 35W Section 33 Quarter Section SW 4
" Meridian; Township 9S Range 36W Section 1 Quarter Section NE 4
Meridian; Township _____ Range _____ Section _____ Quarter Section _____
Meridian; Township _____ Range _____ Section _____ Quarter Section _____

THIS CLAIM IS LOCATED IN THE NOME RECORDING DISTRICT, STATE OF ALASKA

I hereby certify that I have, on the date noted above, posted a location notice on the monument at the NE corner of this claim and, to the best of my knowledge, have acted in accordance with applicable State statutes and regulations.

LOCATOR (Person who did discovery and location work):

NAME: John Schloederer / Utah Int Inc
ADDRESS: 10 W 2850 S Salt Lake City, Utah

UTAH INTERNATIONAL INC BY
John P Schloederer
(signature) Owner Agent

Name & Addresses of Additional Locators/Owners (Please Print)

NAME: MARK NUNLIST
ADDRESS: 718 L ST ANCHORAGE AK

All Locator/Owners or their Agents must sign.
Mark Nunlist
(signature) Owner Agent

NAME: _____

(signature) Owner Agent

ADDRESS: _____

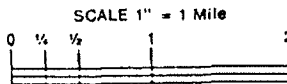
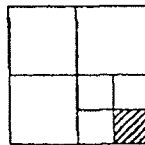
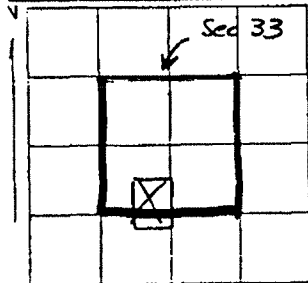
NAME: _____

(signature) Owner Agent

ADDRESS: _____

(Use extra page if necessary)

CLAIM SKETCH (see instructions on reverse)



= size of standard STATE mining claim (1320' x 1320', 40 acres) at 1" = 1 mile (1:63,360) scale
 = one section at 1" = 1 mile (1:63,360) scale

Recorder's Office Use Only

85-1587
8-
RECORDED-FIELD-
NOME REC.
DISTRICT
OCT 14 1 41 PM '85
REQUESTED BY _____
ADDRESS _____
408148

Optional - In place of this claim sketch above, a separate map showing the location of this claim is (check one):
 attached to this Certificate
 attached to the Certificate for _____ which is being filed simultaneously with this Certificate.

* This is a witness notice. The true NE corner is 400' due East of this notice

STATE OF ALASKA
Department of Natural Resources

BOOK 0313 PAGE 883

2-83
Revised 4/83
DNR 10-162

STATE MINING CLAIM LOCATION NOTICE/CERTIFICATE

Name/Number of Claim: DREW #10 Creek Name: _____ (optional)

Date of Locator's Discovery: September 1, 1985 Date of Posting Location Notice: October 6, 1985
(month/day/year)

THIS CLAIM IS: 1320 Ft. long in a N-S direction and 1220 ft. wide in a N-S direction.
(Maximum 1320' x 1320')

THIS CLAIM IS LOCATED IN (Fill in as many lines as apply to this claim):

Katzeel Meridian; Township 8S Range 35W Section 33 Quarter Section SW
" Meridian; Township 8S Range 35W Section 32 Quarter Section SE
" Meridian; Township 9S Range 36W Section 1 Quarter Section NW
Meridian; Township _____ Range _____ Section _____ Quarter Section _____

THIS CLAIM IS LOCATED IN THE NOME RECORDING DISTRICT, STATE OF ALASKA

I hereby certify that I have, on the date noted above, posted a location notice on the monument at the NE corner of this claim and, to the best of my knowledge, have acted in accordance with applicable State statutes and regulations.

LOCATOR (Person who did discovery and location work):

NAME: John Schloderer / Utah Int Inc John P. Schloderer
(signature) Owner Agent

ADDRESS: 10 W 2850 S Salt Lake City Utah

Name & Addresses of Additional Locators/Owners (Please Print)

NAME: MARK NUNLIST Mark Nunlist
(signature) Owner Agent

ADDRESS: 710 L ST ANCHORAGE AK

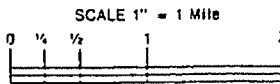
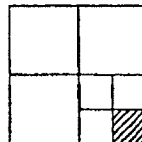
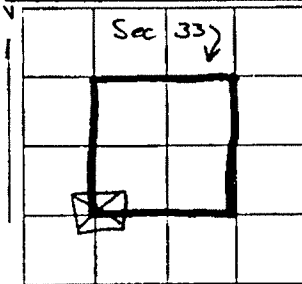
NAME: _____ (signature) Owner Agent

ADDRESS: _____ (signature) Owner Agent

NAME: _____ (signature) Owner Agent

ADDRESS: _____ (signature) Owner Agent
(Use extra page if necessary)

CLAIM SKETCH (see instructions on reverse)



- size of standard STATE mining claim (1320' x 1320', 40 acres) at 1" = 1 mile (1:63,360) scale
- one section at 1" = 1 mile (1:63,360) scale

Recorder's Office Use Only

85-1588
RECORDED-FILED
HOME REC.
DISTRICT
OCT 14 1 41 PM '85
REQUESTED BY _____
ADDRESS _____
408148

Optional - In place of this claim sketch above, a separate map showing the location of this claim is (check one):

- attached to this Certificate
- attached to the Certificate for _____ which is being filed simultaneously with this Certificate.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

BOOK 1314 PAGE 975

NAME Global Resources, Inc.
ADDRESS Attn: George Massie
CITY & STATE 205 N. Main St.
ZIP Fallbrook, CA. 92028

Title Order No. 78067 Escrow No. 1-5939

SPACE ABOVE THIS LINE FOR RECORDER'S USE

78067

Quitclaim Deed

The undersigned declares that the documentary transfer tax is \$ and is
[] computed on the full value of the interest or property conveyed, or is
[] computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
[] unincorporated area [] city of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MARY A. MALOY and KATHRYN M. HANSEN, as Tenants in Common, as estate in mineral fee do hereby remise, release and forever quitclaim to GLOBAL RESOURCES, INC., an Alaska corporation

the following described real property in the state of Alaska:

The following described property, in pursuant of the provisions of the Revised Statutes of the United States, Chapter Six, Title 32 and Legislation Supplemental thereto, situated in the Cape Nome Recording District, Second Judicial District, State of Alaska, more particularly described in the attached one page marked "Exhibit A" which is incorporated herein and made a part hereof by this reference.



Dated December 12, 1985

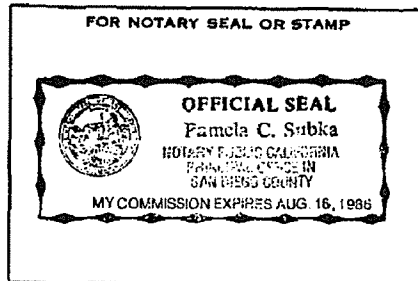
Mary A. Maloy (Signature)

Kathryn M. Hansen (Signature)

STATE OF CALIFORNIA } SS
COUNTY OF San Diego
On this the 12th day of December, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary A. Maloy and Kathryn M. Hansen

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same.

Pamela C. Subka (Signature)
Signature of Notary



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City & State
SAFECO Stock No. CAL-0011A (Rev. 12-83)

EXHIBIT A

DESCRIPTION:

The following described property, in pursuant of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two and Legislation Supplemental thereto, situated in the Cape Nome Recording District, Second Judicial District, State of Alaska, more particularly described as follows:

PARCEL NO. 1:

The land described in that certain U.S. Patent, dated November 24, 1916 and recorded September 10, 1917 Book 200 page 339, to Grecian Alaska Gold Dredging Co. by U.S.A., also known as the M.M.M. Placer Claim, May Placer Claim, Marathon Placer Claim, Annie Placer Claim, Homestake Placer Claim, Persomas Placer Claim, Hot Air No. 2 Placer Claim, and New York Placer Claim.

EXCEPTING THEREFROM that parcel of land described in that certain Deed to JAMES PANOS, recorded October 3, 1916 Book 200 page 136, being a portion of Persomas Placer Claim:

PARCEL NO. 2:

The land described in that certain U.S. Patent, dated July 20, 1917 and recorded September 10, 1917 Book 200 page 342, to Grecian Alaska Gold Dredging Co by U.S.A., also known as the A.H. Jose Association Placer Claim and the Ketchmark Association Placer Claim:

PARCEL NO. 3:

The land described in that certain U.S. Patent, dated September 27, 1917 and recorded November 9, 1917 Book 200 page 394, to Nome Alaska Gold Dredging Co. by U.S.A., also known as the Sea Horse Association Placer Mining Claim:

PARCEL NO. 4:

The land described in that certain U.S. Patent, dated March 23, 1923 and recorded July 7, 1923 Book 210 page 130, to Nome Alaska Gold Dredging Co. by U.S.A., also known as the Croesus Association Placer Mining Claim:

PARCEL NO. 5:

The land described in that certain U.S. Patent, dated August 9, 1920 and recorded October 8, 1920 Book 204 page 290, to Grecian Alaska Gold Dredging Co. by U.S.A., also known as the H. Handshy Association Placer Claim and Park Association Placer Claim.

86-0150

13-

RECORDED FILED
NOME REC.
DISTRICT

JAN 16 11 41 AM '86

PREPARED BY STETCO #444
3605 ARCTIC BLVD.
ANCHORAGE, AK.

attn: Mike Hartman 99503-5792
408442

SECOND SUPPLEMENTAL DEED OF TRUST

AND ASSIGNMENT OF RENTS

BOOK 0315 PAGE 289

SITNASUAK

This Second Supplemental Deed of Trust and Assignment of Rents made by and among the parties named below Supplements that Supplemental Deed of Trust and Assignment of Rents, dated November 9, 1984, recorded in Book 311, Pages 293-296, Nome Recording District, Alaska.

This Second Supplemental Deed of Trust is made by and among:

Bering Straits Native Corporation, an Alaskan Native regional corporation established under the laws of the State of Alaska in accordance with the provisions of the Alaska Native Claims Settlement Act, as Trustor, (herein "Trustor"), whose address is Post Office Box 1008, Nome, Alaska 99762;

Transamerica Title Insurance Company, as Trustee, (herein "Trustee"), whose address is 510 L Street, Anchorage, Alaska 99501; The Sitnasuak Native Corporation, an Alaskan Native village corporation established under the laws of the State of Alaska in accordance with the provisions of the Alaska Native Claims Settlement Act as Beneficiary (herein "Beneficiary"), whose address is P.O. Box 905, Nome, AK 99762;

Trustor hereby irrevocably grants, transfers, assigns and conveys to Trustee in trust with power of sale the following described real property in the Cape Nome Recording District, Second Judicial District, State of Alaska:

All of Trustor's right, title, and interest in the real property conveyed to Trustor and described by the following conveyance documents: Patent No. 50-82-0101 dated August 23, 1982, and recorded May 3, 1984 at Book 308, Pages 620-621, and Patent No. 50-82-0149 dated September 3, 1982, and recorded May 3, 1984 at Book 308, Pages 636-640, and Patent No. 50-83-0276 dated September 22, 1983, and recorded October 26, 1983 at Book 306 Pages 613-617, and Interim Conveyance No. 522 dated August 17, 1982, and recorded May 3, 1984 at Book 308, Pages 633-635, and Interim Conveyance No. 529 dated August 25, 1982, and recorded May 3, 1984, at Book 308, Pages 622-625, and Interim Conveyance No. 559 dated September 3, 1982, and recorded May 3, 1984, at Book 308, Pages 626-632, and Interim Conveyance No. 708 dated September 22, 1983, and recorded October 26, 1983, at Book 306, Pages 618-629, Nome Recording District, Second Judicial District, Alaska.

And all of the Trustor's right, title and interest to the sub-surface estate lying beneath the lands conveyed or patented to the beneficiary by the following conveyance and/or patent documents: Interim Conveyance No. 972 dated December 12, 1984 and recorded August 28, 1985 at Book 313, Pages 289-294 and Interim Conveyance No. 992 dated December 31, 1984, recorded August 28, 1985 at Book 313, Pages 295-299 and Patent No. 50-85-0108 dated December 31, 1984, recorded August 28, 1985 at Book 313, Pages 305-308 and Interim Conveyance No. 1065 dated June 28, 1985, recorded August 28, 1985 at Book 313 Pages 300-304 and Patent No. 50-85-0505 dated June 28, 1985, recorded August 28, 1985 at Book 313, Pages 309-313, Nome Recording District, Alaska.

All of Trustor's right, title and interest in the sub-surface estate lying beneath the lands selected by beneficiary under Section 12(a) and 14(a)

respectively of the Alaska Native Claims Settlement Act (43 USC 1611 (a) and Section 1613 (a), which is to be patented and/or conveyed to beneficiary in the future. BOOK 0315 PAGE 290

Subject to the rights of Alaska Native regional corporations to receive a portion of all revenues received by Trustor on account of the foregoing subsurface property pursuant to Section 7(i) of the Alaska Native Claims Settlement Act (43 USC 1606(i)).

TOGETHER WITH all the estate and rights of Trustor in and to said property and all access rights and easements appertaining thereto;

TO HAVE AND TO HOLD said premises conveyed and described, together with all and singular the lands, tenements, privileges, water rights, hereditaments and appurtenances thereto belonging or in any way appertaining, and all reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title, claim and demands whatsoever of Trustor, either in law or in equity, of, in and to the above-conveyed premises, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

A. THIS SECOND SUPPLEMENTAL DEED OF TRUST IS GIVEN FOR THE PURPOSES OF SECURING:

1. Performance of all Trustor's obligations to Beneficiary set forth in that certain agreement dated as of February 8, 1981 between Trustor and Beneficiary; and
2. Performance of all Trustor's obligations set forth in this Second Supplemental Deed of Trust.

B. THE OBLIGATIONS SECURED BY THIS SECOND SUPPLEMENTAL DEED OF TRUST MATURE ON MARCH 1, 1986, UNLESS SOONER DISCHARGED IN ACCORDANCE WITH THEIR TERMS.

C. TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Sale, Transfer or Encumbrance of Property. Trustor will not sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree to do so, without the written consent of Beneficiary.
2. Condemnation. Any award of damages in connection with any condemnation for public use of or injury of said property or any part thereof, is hereby assigned and shall be paid to Beneficiary to secure the obligations described herein.
3. Reconveyance After Payment. Upon written request of Beneficiary stating that all obligations secured hereby have been discharged, and upon surrender of this Second Supplemental Deed of Trust for cancellation and upon payment of its fees, Beneficiary authorizes Trustor to reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Second Supplemental Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
4. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs

and expenses of operation and collection, including actual attorney's fees, upon any obligations secured hereby, and in such order as Beneficiary may determine.

D. DEFAULT: RIGHTS AND DUTIES OF TRUSTEE:

1. Sale by Trustee. Upon default by Trustor in performance of any obligation secured hereby in accordance with its terms, Beneficiary may execute or cause trustee to execute a written notice of such default and of its election to cause to be sold the herein-described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein said real property, or some part thereof, is situated. Notice of sale having been given as then required by law and not less than the time required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction, to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the property in the manner provided by law. Trustee shall deliver to purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, as herein defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and Beneficiary, and of this Trust, including, but not limited to, cost of evidence of title and actual attorney's fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of (1) all sums expended under the terms hereof; (2) all other sums then secured hereby; and (3) the remainder, if any to the person or persons legally entitled thereto.

2. Right to Deficiency Judgment. If Beneficiary in the event of a default elects to proceed by the summary extrajudicial foreclosure method provided for by the preceding section, a deficiency judgment shall not be entered against Trustor. However, if in the event of a default, Beneficiary elects to (a) judicially foreclose this Second Supplemental Deed of Trust as a lien or mortgage, or (b) commence an action on the obligations secured by this Second Supplemental Deed of Trust, Beneficiary shall be entitled to a personal judgment against the Trustor.

3. Successors; Rule of Construction. This Second Supplemental Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, legal representatives, successors and assigns. In this Second Supplemental Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Words of broad or general meaning shall in no way be limited because of their use in connection with words of more restricted significance. The headings to the various articles, sections and paragraphs of this Second Supplemental Deed of Trust have been inserted for convenient reference only and shall not be used to construe this Second Supplemental Deed of Trust.

4. Duties of Trustee. Trustee accepts this trust when this Supplemental Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

5. Substitution of Trustee. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee named herein; and thereupon, Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

6. Powers of Trustee. If two or more persons be designated as Trustee herein, any, or all powers granted herein to Trustee may be exercised by any of such persons if the other person or persons

are unable, for any reason, to act and any recital of such liability in any instrument executed by any of such persons shall be conclusive against Trustor, its heirs and assigns.

7. Notices. Any demand or notice made or given by Trustee or Beneficiary, or both, to Trustor shall be effective (a) when mailed by registered or certified mail to the address of the Trustor as set forth above or to the address at which Beneficiary customarily or last communicated with Trustor, or (b) when delivered personally to Trustor.

8. Applicable Law. This Second Supplemental Deed of Trust shall be construed and enforced according to the laws of the State of Alaska.

DATED this 4th day of March, 1986.

TRUSTOR:

BERING STRAITS NATIVE CORPORATION

BY: [Signature]

ITS: President

STATE OF ALASKA)
THIRD) ss.
SECOND JUDICIAL DISTRICT)

On this 4th day of March, 1986, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Henry Ivanoff, to me known to be the President of Bering Straits Native Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal thereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for Alaska
My commission expires: 12/24/88

STATE OF ALASKA)
SECOND JUDICIAL DISTRICT) ss.

On this ___ day of _____, 19___, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of Sitnasuak Native Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

86.0407
22-

Notary Public in and for Alaska
Commission Expires: _____

RECORDED-FILED
NINE REG.
DISTRICT

MAR 5 1 22 PM '05

REQUESTED BY LT & V
ADDRESS Box 8 / NOME LAK.
99702
468545

AFTER RECORDING, RETURN THIS DOCUMENT TO:

Bering Straits Native Corporation
P.O. Box 1008
Nome, Alaska 99762
Attention: Mr. Daniel R. Fondell

Memorandum Agreement

THIS MEMORANDUM AGREEMENT (this "Memorandum Agreement"), made and entered into as of the 1st day of June, 1986, by and among UTAH INTERNATIONAL INC., a Delaware corporation ("Utah"), whose address is 550 California Street, San Francisco, California 94104, and BERING STRAITS NATIVE CORPORATION, an Alaska native corporation ("BSNC"), whose address is P. O. Box 1008, Nome, Alaska 99762, and SITNASUAK NATIVE CORPORATION, an Alaska native corporation ("SITNASUAK") whose address is P.O. Box 905, Nome, Alaska 99762,

W I T N E S S E T H:

THAT, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exploration Agreement and Option.

This Memorandum Agreement is entered into pursuant to and is supplemented by that certain Exploration Agreement and Option, dated as of June 1, 1986, by and among Utah International Inc., Bering Straits Native Corporation, and Sitnasuk Native Corporation (the "Exploration Agreement and Option"), and the terms and provisions of the Exploration Agreement and Option (and modifications thereof not inconsistent with the terms and provisions of this Memorandum Agreement) are hereby incorporated in this Memorandum Agreement and made a part hereof to the same extent as if said terms and provisions were fully set forth herein.

2. Grant.

BSNC and SITNASUAK hereby grant exclusively to Utah an option to lease, on the terms and for the purposes set forth in the Exploration Agreement and Option, all right, title, and interest now owned or hereafter acquired by BSNC or SITNASUAK in the lands described in Exhibit "A" attached hereto, together with the exclusive rights (1) to conduct Exploration Activities thereon, (2) to erect, construct, use, and maintain thereon such roads, buildings, structures, machinery, equipment, personal property, fixtures, and improvements as may be

required for the conduct of Exploration Activities, (3) to extract and remove therefrom without royalty or other compensation to BSNC or SITNASUAK such materials as may be removed in the normal course of Exploration Activities and such materials as may be required for bulk sampling and testing, and (4) to use thereon without charge, such sand, gravel, and stone situated thereon as may be required to support Exploration Activities. SITNASUAK hereby subordinates to the interests of Utah under both this Memorandum Agreement and the Exploration Agreement and Option all right, title, and interest that it may have under that certain Supplemental Deed of Trust and Assignment of Rents, dated November 9, 1984, and recorded at Book 311, Pages 293-296, Nome Recording District, State of Alaska and that certain Second Supplemental Deed of Trust and Assignment of Rents, dated March 4, 1986, and recorded at Book 315, Pages 289-293, Nome Recording District, State of Alaska, it being the intent of SITNASUAK that the interest of Utah under both this Memorandum Agreement and the Exploration Agreement and Option survive any foreclosure under said deeds of trust.

3. Term.

This Memorandum Agreement shall continue in effect until June 1, 1991, unless sooner surrendered or otherwise

terminated pursuant to the Exploration Agreement and Option or until the earlier exercise of the Option.

4. Title to Real Property Affected.

This Memorandum Agreement is intended to affect title to real property within the meaning of AS 34.15.350.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum Agreement as of the date first hereinabove set forth.

UTAH INTERNATIONAL INC.
a Delaware corporation

By *R. D. Preston*
Title Vice President
Dated 8/26/86

BERING STRAITS NATIVE CORPORATION
an Alaska native corporation

By *Am. [Signature]*
Title CEO
Dated 8/22/86

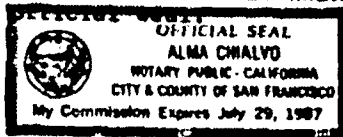
SITNASUAK NATIVE CORPORATION
an Alaska native corporation

By Robert L. Foy
Title President
Dated 8-14-86

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

THIS IS TO CERTIFY that on the 26th day of August, 1986, at San Francisco, California, before me personally appeared E.O. Wierzy, whom I know, and he acknowledged to me that he executed the foregoing instrument for and on behalf of UTAH INTERNATIONAL INC.; that he is vice President of said corporation, and is authorized to so execute; that he knew the contents thereof and that the same was the free and voluntary act of said corporation, by him performed.

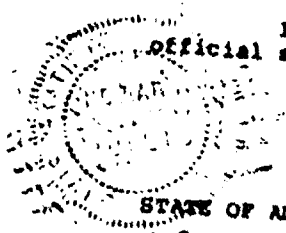
IN WITNESS WHEREOF, I have hereunto set my hand and



Alma Chalvo
Notary Public in and for California
My Commission Expires: _____

STATE OF ALASKA)
Third JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the 22nd day of August, 1986, at Anchorage, Alaska, before me personally appeared Daniel R. Fordell, whom I know, and he acknowledged to me that he executed the foregoing instrument for and on behalf of BERING STRAITS NATIVE CORPORATION; that he is Chief Executive Officer of said corporation, and is authorized to so execute; that he knew the contents thereof and that the same was the free and voluntary act of said corporation, by him performed.



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

Catherine D. Whio
Notary Public in and for Alaska
My Commission Expires: 4-14-90

STATE OF ALASKA)
2d JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the 14th day of August, 1986, at Nome, Alaska, before me personally appeared Robert L. Swanson, whom I know, and he acknowledged to me that he executed the foregoing instrument for and on behalf of SITNASUAK NATIVE CORPORATION; that he is President of said corporation, and is authorized to so execute; that he knew the contents thereof and that the same was the free and voluntary act of said corporation, by him performed.

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



Sam Allen
Notary Public in and for Alaska
My Commission Expires: 8-15-87

EXHIBIT "A"

Subject Property

Township 9 South - Range 35 West, Katoel River Meridian

Sections: 6, 18, 19.

Township 9 South - Range 36 West, Katoel River Meridian

Sections: 1, 2, 3, 10, 11, 12, 13, 14, 24.

All in the Cape Nome Recording District, Seward Peninsula,
Alaska.

R 6-1089

28

RECORDS FILED
NIA, P.D.
DISTRICT

SEP 16 9 24 AM '86

RECORDED BY *Cross & Ridd*
ADDRESS SAD L. Street
Anch, Ak 99501

408808

QUITCLAIM DEED AND SURRENDER

THIS DEED, Made this 17 day of February, 1987, between UTAH INTERNATIONAL INC., a Delaware corporation, of the first part, and Bering Straits Native Corporation, an Alaska native corporation, and Sitnasuak Native Corporation an Alaska native corporation, parties of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remise, released, sold, conveyed SURRENDERED and QUITCLAIMED, and by these presents does remise, release, sell, convey, SURRENDER and QUITCLAIM unto the said parties of the second part, their successors and assigns, forever, all the right, title, interest, claim, and demand which the said party of the first part has in and to the following described land situated, laying and being in the Seward Peninsula and State of Alaska, to wit:

Township 9 South - Range 35 West, Kateel River Meridian

Sections: 6,18,19

Township 9 South - Range 36 West, Kateel River Meridian

Sections: 1,2,3,10,11,12,13,14,24

All in the Cape Nome Recording District, Seward Peninsula, Alaska.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

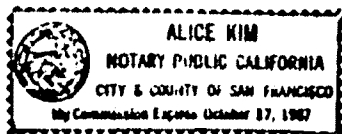
UTAH INTERNATIONAL INC.,
A Delaware corporation

By: R. O. Wheaton
R. O. Wheaton
Vice-President

STATE OF CALIFORNIA)
)ss
CITY AND COUNTY OF SAN FRANCISCO)

On this 18th day of February, 1987, before me, Alice Kim a Notary Public, personally appeared R. O. Wheaton, known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



My Commission Expires:

Alice Kim
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California

Grantee's address & return to.
SITNASAK NATIVE CORP
Po Box 905
Nome, AK 99762

BOOK 0017 PAGE 858

87-0252-
13-
RECORDED-FILED
NOME REC.
DISTRICT
FEB 24 3 05 PM '87
REQUESTED BY *Schneinst*
ADDRESS *478024*

QUITCLAIM DEED AND SURRENDER

THIS DEED, Made this 17 day of February, 1987, between UTAH INTERNATIONAL INC., a Delaware corporation, of the first part, and Bering Straits Native Corporation, an Alaska native corporation, and Sitnasuk Native Corporation an Alaska native corporation, parties of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed SURRENDERED and QUITCLAIMED, and by these presents does remise, release, sell, convey, SURRENDER and QUITCLAIM unto the said parties of the second part, their successors and assigns, forever, all the right, title, interest, claim, and demand which the said party of the first part has in and to the following described land situated, laying and being in the Seward Peninsula and State of Alaska, to wit:

Township 9 South - Range 35 West, Kateel River Meridian

Sections: 6,18,19

Township 9 South - Range 36 West, Kateel River Meridian

Sections: 1,2,3,10,11,12,13,14,24

All in the Cape Nome Recording District, Seward Peninsula, Alaska.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

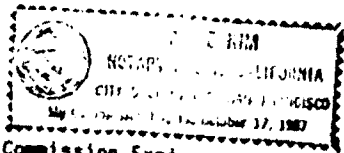
UTAH INTERNATIONAL INC.,
A Delaware corporation

By: R. O. Wheaton
R. O. Wheaton
Vice-President

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss

On this 18th day of February, 1987, before me, Alice Kim a Notary Public, personally appeared R. O. Wheaton, known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



My Commission Expires:

Alice Kim
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California

(Frank's mailing address)
Aileen → Bering Straits Native Co.
P.O. Box 1008
NOME, Alaska 99702

SITKUMAK NATIVE COOP
PO BOX 448
NOME, ALASKA 99702

BOOK 0317 PAGE 893

R 7-0 3 0 6 -
13 -

RECORDED FILED
NOME REC.
DISTRICT

MAR 11 2 08 PM '87

RECORDED BY Bering Straits Native Coop
ADDRESS 478047

MEMORANDUM OF AGREEMENT

Memorandum and Notice of Mining Lease

RECORD THIS INSTRUMENT IN THE CAPE NOME RECORDING DISTRICT.

INDEX THIS INSTRUMENT AS FOLLOWS:

Grantor: Bering Straits Native Corporation

Grantee: Golden Glacier, Inc.

RETURN THIS INSTRUMENT TO:

Golden Glacier, Inc.
Attn: Mr. Tom Sparks
125 Seppala & C Street
P.O. Box 1008
Nome, AK 99762

This Memorandum and Notice of Mining Lease ("Memorandum of Agreement") is made by and between Bering Straits Native Corporation ("BSNC"), whose address is P.O. Box 1008, Nome, Alaska 99762 and Golden Glacier, Inc. ("GGI"), whose address is P.O. Box 1008, Nome, Alaska 99762.

RECITALS

A. WHEREAS, the parties have entered into a Mining Lease ("Agreement") dated May 1, 1995 relating to certain lands located in the Cape Nome Recording District, Alaska ("the Lands") as more particularly described in Exhibit "A" attached hereto and made a part hereof; and

B. WHEREAS, the parties desire to give constructive notice of the existence of the Agreement and the parties' respective rights as set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Capitalized terms used herein and not otherwise defined herein shall have the same meaning as in the Agreement.

ARTICLE 2 - INCORPORATION BY REFERENCE

2.1 The provisions of the Agreement are hereby incorporated by reference into this Memorandum of Agreement. This Memorandum of Agreement is not intended to alter any term, condition, or obligation of either party as set forth in the Agreement.

ARTICLE 3 - GRANT

3.1 BSNC has pursuant to such Agreement granted to GGI, the exclusive right to explore for Minerals in the Lands together with access rights and appurtenant rights pertaining thereto, all as set forth in the Agreement.

ARTICLE 4 - TERM

4.1 Subject to right of termination as set forth in the Agreement, the term of the Agreement commences on the Effective Date of the Agreement and shall continue for twenty-five (25) years and so long thereafter as set forth in the Agreement.

ARTICLE 5 - RECORDATION

This Memorandum of Agreement affects title to real property within the meaning of Alaska Statute 40.17.110(b)(60).

IN WITNESS HEREOF, the parties hereto have executed this Memorandum of Agreement as of the dates below written.

BERING STRAITS NATIVE CORPORATION

Dated: 5/23/95

By: *J. M. [Signature]*
Its: PRESIDENT

GOLDEN GLACIER, INC.

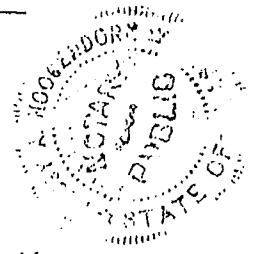
Dated: 5-25-95

By: [Signature]
Its: Chairman

STATE OF ALASKA)
SECOND JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 23 day of May, 1995, by Jack Carpenter, the President of BERING STRAITS NATIVE CORPORATION, an Alaska corporation, on behalf of the corporation.

[Signature]
Notary Public for the State of Alaska
My commission expires: 4-26-96



STATE OF ALASKA)
SECOND JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 25th day of May, 1995, by Henry Imhoff, the Chairman of GOLDEN GLACIER, INC., an Alaska corporation, on behalf of the corporation.

[Signature]
Notary Public for the State of Alaska
My commission expires: 10/15/98

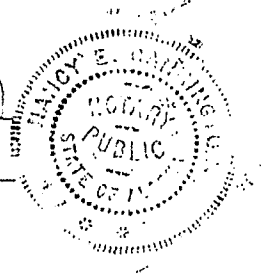


EXHIBIT A

TO

MEMORANDUM OF AGREEMENT

DATED MAY 1, 1995

BETWEEN

BERING STRAITS NATIVE CORPORATION

AND

GOLDEN GLACIER, INC.

PROPERTY

Kateel River Meridian, Cape Nome Recording District, State of Alaska

T.9 S., R.36W.
Sec. 2, All
Sec. 3, E 1/2
Sec. 10, E 1/2
Sec. 11, All
Sec. 12, SW 1/4
Sec. 13, All
Sec. 14, All
Sec. 23, N 1/2
Sec. 24, N 1/2

T.9 S., R.35W.
Sec. 18, W 1/2
Sec. 19, All

Aggregating approximately 4,960 acres.

95-0590

27
2

RECORDED-FILED
NOME REC.
DISTRICT

MAY 31 9 42 AM '95

REQUESTED BY BSNC

ADDRESS 193106

MEMORANDUM OF AGREEMENT

Memorandum and Notice of Exploration and Option Agreement

RECORD THIS INSTRUMENT IN THE CAPE NOME RECORDING DISTRICT

INDEX THIS INSTRUMENT AS FOLLOWS:

Grantor: Golden Glacier, Inc.

Grantee: Cominco American Incorporated

RETURN THIS INSTRUMENT TO:
Cominco American, Incorporated
Attn.: Legal Department
P.O. Box 3087
601 West Riverside Avenue
Spokane, Washington 99220-3087

This Memorandum and Notice of Exploration and Option Agreement ("Memorandum of Agreement") is made by and between Golden Glacier, Inc. ("GGI"), whose address is P.O. Box 1008, Nome, Alaska 99762 ("Sublessor") and Cominco American Incorporated, a Washington Corporation ("CAI"), whose address is 601 W. Riverside Avenue, P.O. Box 3087, Spokane, WA 99220-3087.

RECITALS

A. Whereas, the parties have entered into an Exploration and Option Agreement ("Agreement") effective October 1, 1996 relating to certain lands located in the Cape Nome Recording

District, Alaska ("the Lands") as more particularly described in Exhibit "A" attached hereto and made a part hereof; and

B. Whereas, Bering Straits Native Corporation ("BSNC"), the owner of the Lands has by Mining Lease dated May 1, 1995 transferred a possessory interest in the Lands to GGI; and

C. Whereas, GGI, with BSNC's written authorization, has executed the Agreement granting CAI the right to enter upon the Lands to search for and develop and mine lode deposits of Minerals therein; and

D. Whereas, GGI may in the future conduct placer operations on the Lands and has reserved unto itself subject to certain conditions, the right to conduct such operations; and

E. Whereas, the parties desire to give constructive notice of the existence of the Agreement, and the parties' respective rights as set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Capitalized terms used herein and not otherwise defined herein shall mean the same herein as those terms are defined in the Agreement.

ARTICLE 2 INCORPORATION BY REFERENCE

2.1 The provisions of the Agreement are hereby incorporated by reference into this Memorandum of Agreement. This Memorandum of Agreement is not intended to alter any term, condition, or obligation of either party as set forth in the Agreement.

ARTICLE 3 GRANT

3.1 GGI has pursuant to such Agreement granted to CAI, subject only to GGI's reserved right to conduct placer operations thereon as provided in the Agreement, the exclusive right to explore for Minerals in the Lands together with access rights and appurtenant rights pertaining thereto and the Option to acquire a long term Mining Sublease from GGI, all as set forth in the Agreement.

ARTICLE 4 TERM

4.1 Subject to rights of termination as set forth in the Agreement, the term of the Agreement commences on the Effective Date of the Agreement and shall continue until October 1, 2001, subject to extension of CAI's rights by exercise of the Option provided for in the Agreement.

ARTICLE 5 RECORDATION

This Memorandum of Agreement affects title to real property within the meaning of Alaska Statute 40.17.110(b) (60).

IN WITNESS HEREOF, the parties hereto have executed this Memorandum of Agreement as of the dates below written.

GOLDEN GLACIER, INC.

Date: August 16, 1996

By: *Don Howard*
Its: PRESIDENT

COMINCO AMERICAN
INCORPORATED

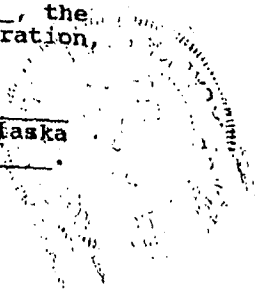
Date: SEPT. 3, 1996

By: *[Signature]*
Its: VICE PRESIDENT, EXPLORATION

STATE OF ALASKA)
SECOND JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 16 day of August, 1996, by Tim Zawack, the President of GOLDEN GLACIER, INC., an Alaska corporation, on behalf of the corporation.

Margie Entwater
Notary Public for the State of Alaska
My Commission expires: 3/2/99



STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss.

The foregoing instrument was acknowledged before me this 2nd day of SEPTEMBER, 1996, by GEORGE COLE, the VICE PRESIDENT, EXPORTER of COMINCO AMERICAN INCORPORATED, an Washington corporation, on behalf of the corporation.

Mary K. Nielson
Notary Public for the State of Washington
My Commission expires: 7/22/99

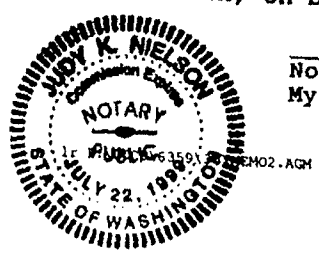


Exhibit "A"

Description of the Subsurface
Estate of the Lands

The subsurface estate covered by this Agreement consists of all right, title and interest now owned or hereafter acquired by BSNC and/or GGI in and to the subsurface estate of the following described Lands situated in the Cape Nome Recording District, Second Judicial District, State of Alaska, subject only to the exceptions and reservations contained in the Agreement to which this Exhibit is attached:

Kateel River Meridian, Alaska

- T. 9 S., R. 36 W.
- Sec. 2, All
- Sec. 3, E 1/4
- Sec. 10, E 1/4
- Sec. 11, All
- Sec. 12, SW 1/4
- Sec. 13, All
- Sec. 14, All
- Sec. 23, N 1/4
- Sec. 24, N 1/4

- T. 9 S., R. 35 W.
- Sec. 18, W 1/4
- Sec. 19, All

Aggregating approximately 4,960 acres

96-1482
- 30

12 F:\DOCS\6359\35\A-EXPLOR.004

RECORDED-FILED
NOME REC.
DISTRICT

SEP 25 11 46 AM '96

REQUESTED BY *Hartley*

ADDRESS _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum of Agreement"), effective as of the 1st day of October, 1996 by and among COMINCO AMERICAN INCORPORATED ("CAI"), a Washington State corporation, whose address is 601 West Riverside Avenue, P.O. Box 3087, Spokane, Washington 99220-3087 and SITNASUAK NATIVE CORPORATION ("SNC"), an Alaska Native village corporation, the address of which is P.O. Box 905, Nome, Alaska 99762.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the mutual agreements and covenants contained herein and in that certain Surface Use Agreement ("Surface Use Agreement") effective as of the 1st day of October, 1996, by and among the parties hereto, CAI and SNC hereby agree as follows:

1. Surface Use Agreement. This Memorandum of Agreement is entered into pursuant to the Surface Use Agreement. The provisions of the Surface Use Agreement are incorporated herein by reference. This Memorandum of Agreement is not intended to alter or vary any provision of the Surface Use Agreement.

2. Rights Conveyed. Pursuant to the Surface Use Agreement, SNC has granted to CAI certain rights to occupy and use the surface of the lands (described in Exhibit "A" attached hereto) pursuant to the terms and conditions of the Surface Use Agreement.

3. Term. The term of this Memorandum of Agreement and the term of the Surface Use Agreement shall remain in full force and effect through and including September 30, 2031, unless sooner terminated or otherwise extended in accordance with the terms and provisions of the Surface Use Agreement.

4. Title to Real Property Affected. This Memorandum of Agreement is intended to affect title to real property within the meaning of Alaska Statute 40.17.110(b) (60).

In witness whereof the parties have executed this Memorandum of Agreement this 14th day of August 1996, to be effective as of the first day of October 1996.

SITNASUAK NATIVE CORPORATION

Robert L. Fagerstrom
By: ROBERT L. FAGERSTROM
Its: PRESIDENT

COMINCO AMERICAN INCORPORATED

George Cole
By: GEORGE COLE
Its: VICE PRESIDENT, EXPLORATION

STATE OF ALASKA)
SECOND JUDICIAL DISTRICT) ss.

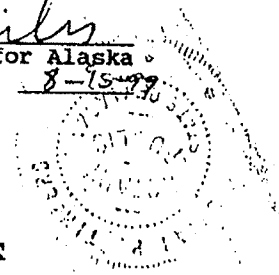
ACKNOWLEDGMENT

THIS IS TO CERTIFY that on the 14th day of August, 1996, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Robert L. Fagerstrom to me known to be the President of the SITNASUAK NATIVE CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument for the uses and purposes therein

mentioned, and on oath stated that he/she is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Bryan P. Tink
Notary Public in and for Alaska
My commission expires: 8-15-99



STATE OF WASHINGTON

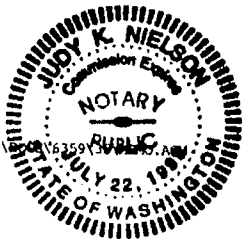
COUNTY OF SPOKANE

)
) ss.

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on the 3rd day of SEPT. August, 1996, before me, the undersigned, a Notary Public in and for THE STATE OF WASHINGTON, duly commissioned and sworn, personally appeared GEORGE COLE to me known to be the VICE PRESIDENT, EXPLORATION of the COMINCO AMERICAN INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the said instrument for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Judy K. Nielson
Notary Public in and for WASHINGTON
My commission expires: 7/22/98

EXHIBIT A
TO MEMORANDUM OF
SURFACE USE AGREEMENT
EFFECTIVE AS OF October 1, 1996
BETWEEN
SITNASUAK NATIVE CORPORATION
AND
COMINCO AMERICAN INCORPORATED
PROPERTY

T. 9 S., R. 36 W., KRM:

Sections: All of 2
East 1/2 of 3
East 1/2 of 10
All of 11
South West 1/4 of 12
All of 13
All of 14
North 1/2 of 23
North 1/2 of 24

T. 9 S., R. 35 W., KRM:

Sections: West 1/2 of 18
All of 19

Aggregating approximately 4,960 acres. Said Property includes all right, title and interest now owned or hereafter acquired by Sitnasuak.

All in the Cape Nome Recording District, Seward Peninsula, Alaska

RETURN THIS INSTRUMENT TO:
Cominco American, Incorporated
Attn.: Legal Department
P.O. Box 3087
601 West Riverside Avenue
Spokane, Washington 99220-3087

96-1483
-24
RECORDED-FILED
NOME REC.
DISTRICT
SEP 25 11 49 AM '96
REQUESTED BY Hartig
ADDRESS _____

F:\DOCS\6359\35\A-SUR-US.004

WHEN RECORDED RETURN TO:
Cominco American Incorporated
15918 East Euclid Avenue
Spokane, Washington 99216

QUITCLAIM DEED
AND
RELEASE OF EXPLORATION AND OPTION AGREEMENT

THE GRANTOR, **COMINCO AMERICAN INCORPORATED**, whose address is 601 West Riverside Avenue, Post Office Box 3087, Spokane, Washington 99220, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby **CONVEYS** and **QUITCLAIMS** to **GOLDEN GLACIER, INC.**, whose address is Post Office Box 1008, Nome, Alaska 99762, Grantee, all of its right, title, interest, estate and claim in and to that certain real property located in the State of Alaska and more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

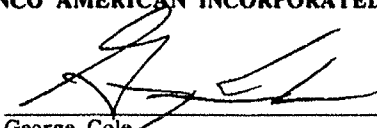
SUBJECT to reservations, easements and restrictions of record.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and the right, title, interest, estate and claim whatsoever of the said Grantors to the use and benefit of the Grantee, and Grantee's successors and assigns forever.

Cominco American Incorporated hereby forever cancels, releases, revokes and surrenders all of its rights and privileges, of every kind and nature granted to it pursuant to that certain Exploration and Option Agreement dated October 1, 1996, by and between Golden Glacier, Inc. and Cominco American Incorporated. Said Exploration and Option Agreement shall be null and void and of no further force and effect.

DATED to be effective August 22, 1997.

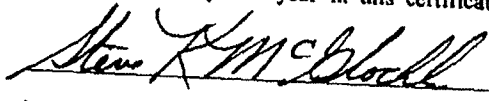
COMINCO AMERICAN INCORPORATED (Grantor)

By: 
George Cole
Its: Vice President, Exploration

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 22 day of August, 1997, before me personally appeared GEORGE COLE, to me known to be the Vice President, Exploration of COMINCO AMERICAN INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

Given under my hand and official seal the day and year in this certificate first above written.



Notary Public in and for the State of Washington,
residing at Spokane

My Commission Expires: Dec 3, 1999

(SEAL)



EXHIBIT A

This Exhibit A is attached to and made a part of that certain Quitclaim Deed and Release of Exploration and Option Agreement dated effective August 22, 1997, from Cominco American Incorporated to Golden Glacier, Inc.. The real property referred to in the above-referenced Quitclaim Deed includes the lands subject to that certain Exploration and Option Agreement dated October 1, 1996, by and between Golden Glacier, Inc. and Cominco American Incorporated (terminated in accordance with this Quitclaim Deed) comprised of the real property located in the Cape Nome Recording District, Alaska, more particularly described as follows, to wit:

Kateel River Meridian, Alaska

T. 9 S., R. 36 W.

Sec. 2, All

Sec. 3, E 1/2

Sec. 10, E 1/2

Sec. 11, All

Sec. 12, SW 1/4

Sec. 13, All

Sec. 14, All

Sec. 23, N 1/2

Sec. 24, N 1/2

T. 9 S., R. 35 W.

Sec. 18, W 1/2

Sec. 19, All

Aggregating approximately 4,960 acres

97-1582

NAME	None	POST	21
DATE	Sept 12	19 97	
TIME	9:45 A		
Requested By	BSNC		
Address			

WHEN RECORDED RETURN TO:
Cominco American Incorporated
15918 East Euclid Avenue
Spokane, Washington 99216

**QUITCLAIM DEED
AND
RELEASE OF EXPLORATION AND OPTION AGREEMENT**

THE GRANTOR, COMINCO AMERICAN INCORPORATED, whose address is 601 West Riverside Avenue, Post Office Box 3087, Spokane, Washington 99220, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS and QUITCLAIMS to GOLDEN GLACIER, INC., whose address is Post Office Box 1008, Nome, Alaska 99762, Grantee, all of its right, title, interest, estate and claim in and to that certain real property located in the State of Alaska and more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

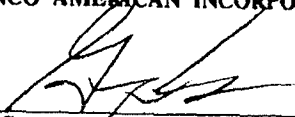
SUBJECT to reservations, easements and restrictions of record.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and the right, title, interest, estate and claim whatsoever of the said Grantors to the use and benefit of the Grantee, and Grantee's successors and assigns forever.

Cominco American Incorporated hereby forever cancels, releases, revokes and surrenders all of its rights and privileges, of every kind and nature granted to it pursuant to that certain Exploration and Option Agreement dated October 1, 1996, by and between Golden Glacier, Inc. and Cominco American Incorporated. Said Exploration and Option Agreement shall be null and void and of no further force and effect.

DATED to be effective August 22, 1997.

COMINCO AMERICAN INCORPORATED (Grantor)

By: 
George Cole
Its: Vice President, Exploration

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 22 day of August, 1997, before me personally appeared GEORGE COLE, to me known to be the Vice President, Exploration of COMINCO AMERICAN INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

Given under my hand and official seal the day and year in this certificate first above written.

Steve K. McBlain

Notary Public in and for the State of Washington,
residing at Spokane

My Commission Expires: Dec 3, 1999

(SEAL)



EXHIBIT A

This Exhibit A is attached to and made a part of that certain Quitclaim Deed and Release of Exploration and Option Agreement dated effective August 22, 1997, from Cominco American Incorporated to Golden Glacier, Inc.. The real property referred to in the above-referenced Quitclaim Deed includes the lands subject to that certain Exploration and Option Agreement dated October 1, 1996, by and between Golden Glacier, Inc. and Cominco American Incorporated (terminated in accordance with this Quitclaim Deed) comprised of the real property located in the Cape Nome Recording District, Alaska, more particularly described as follows, to wit:

Kateel River Meridian, Alaska

T. 9 S., R. 36 W.
Sec. 2, All
Sec. 3, E 1/2
Sec. 10, E 1/2
Sec. 11, All
Sec. 12, SW 1/4
Sec. 13, All
Sec. 14, All
Sec. 23, N 1/2
Sec. 24, N 1/2

T. 9 S., R. 35 W.
Sec. 18, W 1/2
Sec. 19, All

Aggregating approximately 4,960 acres

97-2230

None	REC. DIST.
DATE	Dec 10 19 97
TIME	11:15 AM
Requested By	COMINCO
Address	

WHEN RECORDED RETURN TO:
Cominco American Incorporated
15918 East Euclid Avenue
Spokane, Washington 99216

QUITCLAIM DEED
AND
RELEASE OF SURFACE USE AGREEMENT

THE GRANTOR, **COMINCO AMERICAN INCORPORATED**, whose address is 601 West Riverside Avenue, Post Office Box 3087, Spokane, Washington 99220, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby **CONVEYS** and **QUITCLAIMS** to **SITNASUAK NATIVE CORPORATION**, whose address is Post Office Box 905, Nome, Alaska 99762, Grantee, all of its right, title, interest, estate and claim in and to that certain real property located in the State of Alaska and more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

SUBJECT to reservations, easements and restrictions of record.

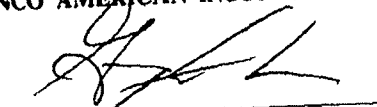
TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and the right, title, interest, estate and claim whatsoever of the said Grantors to the use and benefit of the Grantee, and Grantee's successors and assigns forever.

Cominco American Incorporated hereby forever cancels, releases, revokes and surrenders all of its rights and privileges, of every kind and nature granted to it pursuant to that certain Surface Use Agreement dated October 1, 1996, by and between Sitnasuak Native Corporation and Cominco American Incorporated. Said Surface Use Agreement shall be null and void and of no further force and effect.

DATED to be effective August 22, 1997.

COMINCO AMERICAN INCORPORATED (Grantor)

By:



Its:

George Cole
Vice President, Exploration

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 22 day of August, 1997, before me personally appeared GEORGE COLE, to me known to be the Vice President, Exploration of COMINCO AMERICAN INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

Given under my hand and official seal the day and year in this certificate first above written.

Steve K. M. Bloch

Notary Public in and for the State of Washington,
residing at Spokane

My Commission Expires: Dec 3, 1999

(SEAL)



EXHIBIT A

This Exhibit A is attached to and made a part of that certain Quitclaim Deed and Release of Surface Use Agreement dated effective August 22, 1997, from Cominco American Incorporated to Sitnasuak Native Corporation. The real property referred to in the above-referenced Quitclaim Deed includes the lands subject to that certain Surface Use Agreement dated October 1, 1996, by and between Sitnasuak Native Corporation and Cominco American Incorporated (terminated in accordance with this Quitclaim Deed) comprised of the real property located in the Cape Nome Recording District, Alaska, more particularly described as follows, to wit:

T. 9 S., R. 36 W., KRM:

Sections:

- All of 2
- East 1/2 of 3
- East 1/2 of 10
- All of 11
- South West 1/4 of 12
- All of 13
- All of 14
- North 1/2 of 23
- North 1/2 of 24

T. 9 S., R. 35 W., KRM:

Sections:

- West 1/2 of 18
- All of 19

Aggregating approximately 4,960 acres. Said Property includes all right, title and interest now owned or hereafter acquired by Sitnasuak.

All in the Cape Nome Recording District, Seward Peninsula, Alaska

97-2231

Nome REC. DIST 21

DATE Dec 10 19 97

TIME 11.15 A.M

Requested By Cominco

Address _____

EXHIBIT D

to

EXPLORATION AND OPTION AGREEMENT
BETWEEN GGI AND MINING COMPANY
DATED August 17, 1998

MEMORANDUM OF AGREEMENT

RECORD THIS INSTRUMENT IN THE CAPE NOME RECORDING DISTRICT
RETURN THIS INSTRUMENT TO:
Sitnasuak Native Corporation
Box 905
Nome, Alaska 99762

MEMORANDUM OF AGREEMENT

by and among

GOLDEN GLACIER, INC.

and

SITNASUAK NATIVE CORPORATION

August 17, 1998

INDEX THIS INSTRUMENT AS FOLLOWS:

Grantor: Golden Glacier, Inc.

Grantee: Sitnasuak Native Corporation

THE LANDS AFFECTED BY THIS INSTRUMENT ARE DESCRIBED IN EXHIBIT A
ATTACHED HERETO.

88-1090
63.5080

MEMORANDUM OF AGREEMENT

BOOK 0350 PAGE 623

THIS MEMORANDUM OF AGREEMENT ("Memorandum of Agreement"), effective the 17th day of August, 1998, by and among GOLDEN GLACIER, INC., an Alaska corporation, the address of which is P.O. Box 1008, Nome, Alaska 99762 and SITNASUAK NATIVE CORPORATION ("Mining Company"), an Alaska corporation, the address of which is P.O. Box 905, Nome, Alaska 99672.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the mutual agreements and covenants contained herein and in that certain Placer Exploration Agreement and Option to Lease ("Exploration Agreement") effective as of the 17th day of August 1998, by and among the parties hereto, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, GGI and Mining Company hereby agree and covenant as follows:

1. Exploration Agreement

This Memorandum of Agreement is entered into pursuant to the Exploration Agreement. The provisions of the Exploration Agreement are incorporated herein by reference. This Memorandum of Agreement is not intended to alter or vary any provisions of the Exploration Agreement.

2. Grant of Option and Exploration Rights.

2.01 Grant of Option.

Pursuant to the Exploration Agreement, GGI hereby grants to Mining Company the sole, exclusive, and irrevocable option to lease all rights, titles, interests, and

estates now owned or hereafter acquired by GGI in and to the Lands described in Exhibit A attached hereto ("Lands"), in accordance with the terms and provisions set forth in the Exploration Agreement and the form of Placer Mining Lease attached thereto.

2.02 Grant of Exploration Rights.

Pursuant to the Exploration Agreement, GGI hereby grants to Mining Company the sole, exclusive, and irrevocable right (to the extent now owned or hereafter acquired by GGI) to conduct Exploration Operations (as defined in the Exploration Agreement) on the Lands for Placer Minerals (as defined in the Exploration Agreement) in accordance with the Exploration Agreement for so long as the Exploration Agreement is in full force and effect.

3. Term of Option, Memorandum Agreement, and Exploration Agreement.

The term of the option granted in Section 2.01 above, the term of this Memorandum Agreement, and the term of the Exploration Agreement commence August 17, 1998 and shall remain in full force and effect through and including December 31, 2003 unless sooner terminated in accordance with the terms provisions of the Exploration Agreement.

4. Title to Real Property Affected.

This Memorandum of Agreement is intended to comply with the provisions of Alaska Stat. § 40.17.110(b) and § 40.17.120.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement effective as of August 17, 1998.

GOLDEN GLACIER, INC.

By: Carolyn J Crowder
Its: President

SITNASUAK NATIVE CORPORATION

By: Robert L. Foyt
Its: President

STATE OF ALASKA)
) ss.
JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 26th day of August, at Nome Alaska, the foregoing instrument was acknowledged before me by Carolyn Crowder the President of GOLDEN GLACIER, INC., an Alaska corporation, on behalf of said corporation.

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

Janette Brown
Notary Public in and for Alaska
My commission expires: 2-6-02



STATE OF ALASKA)
2nd) ss.
JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 17th day of Aug., 1998, at Nome
Alaska, the foregoing instrument was acknowledged before me by Robert L. Eagerstrom
the President of SITNASUAK NATIVE CORPORATION, an Alaska corporation, on
behalf of said corporation.

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

Paul Anderson
Notary Public in and for Alaska
My commission expires: 5/30/01

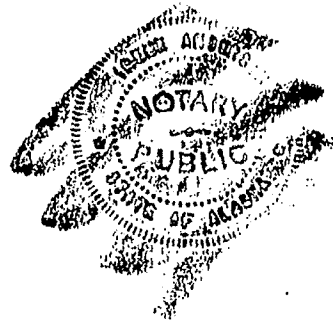


EXHIBIT A

to

EXPLORATION AND OPTION AGREEMENT
BETWEEN GGI AND MINING COMPANY
DATED August 17, 1998

LANDS

Name	Location- <i>All located in KRM (Kasteel River Meridian)</i>	Acreage
Lower Aurora	T. 9 S., R. 35 W., Sec. 2, 3 & 11	70.67 acres
Upper Aurora	T. 9 S., R. 35 W., Sec. 11, 12, 13 & 14	67.18 acres
North Oregon	T. 9 S., R. 35 W., Sec. 15 & 22	70.28 acres
Upper Oregon	T. 9 S., R. 35 W., Sec. 22 & 23	89.38 acres
Short Gulch	T. 9 S., R. 35 W., Sec. 22, 23, 26 & 27	65.56 acres
Nugget	T. 9 S., R. 35 W., Sec. 26 & 27	83.86 acres
West Nugget	T. 9 S., R. 35 W., Sec. 27, 28 & 33	130.42 acres
Hungry Creek	T. 9 S., R. 35 W., Sec. 29, 32 & 33	149.11 acres
Upper Arctic	T. 10 S., R. 35 W., Sec. 7 & 8	102.91 acres
Lower Arctic	T. 10 S., R. 36 W., Sec. 13 & 24	130.93 acres
Bowhead	T. 10 S., R. 35 W., Sec. 31 & 32 and T. 10 S., R. 36 W., Sec. 36 and T. 11 S., R. 35 W., Sec. 5 & 6 and T. 11 S., R. 36 W., Sec. 1	426.51 acres
West Beach West	T. 11 S., R. 35 W., Sec. 22, 23 & 24	20.36 acres
West Beach East	T. 11 S., R. 34 W., Sec. 20 & 29	25.21 acres
North North Fork	T. 9 S., R. 34 W., Sec. 3 & 4	110.34 acres
Last Chance Creek	T. 9 S., R. 34 W., Sec. 9	102.62 acres

Exhibit A

Lands

Page 1/3

Name	Location	Acreage
South North Fork	T. 9 S., R. 34 W., Sec. 10	77.18 acres
Hazel Gulch	T. 9 S., R. 34 W., Sec. 9, 10, 15 & 16	71.50 acres
Pioneer Gulch	T. 9 S., R. 34 W., Sec. 23	103.25 acres
Upper Bangor	T. 9 S., R. 34 W., Sec. 21	56.62 acres
Middle Bangor	T. 9 S., R. 34 W., Sec. 21, 22 & 27	148.14 acres
Lower Bangor	T. 9 S., R. 34 W., Sec. 27 & 34	66.15 acres
Butterfield Canyon	T. 9 S., R. 34 W., Sec. 21 & 28	87.14 acres
Twin Mountain Creek	T. 9 S., R. 34 W., Sec. 28 & 33	152.69 acres
Lower Divining Creek	T. 9 S., R. 34 W., Sec. 35	10.09 acres
Upper Divining Creek	T. 9 S., R. 34 W., Sec. 35 and T. 10 S., R. 34 W., Sec. 1 & 2	73.18 acres
Good Luck Gulch	T. 10 S., R. 34 W., Sec. 3 & 10	113.23 acres
Sledge Creek	T. 10 S., R. 34 W., Sec. 9	81.96 acres
Alpha	T. 10 S., R. 34 W., Sec. 16	32.96 acres
Lindblom Creek	T. 10 S., R. 34 W., Sec. 15	77.27 acres
Glacier Creek	T. 10 S., R. 33 W., Sec. 19 and T. 10 S., R. 34 W., Sec. 23, 24, 25 & 26	410.24 acres
Lower Mary's Gulch	T. 10 S., R. 34 W., Sec. 26, 27, 34 & 35	50.22 acres
North Mary's Gulch	T. 10 S., R. 34 W., Sec. 26 & 35	14.48 acres
Upper Mary's Gulch	T. 10 S., R. 34 W., Sec. 26 & 35	20.67 acres
South Mary's Gulch	T. 10 S., R. 34 W., Sec. 35	18.63 acres
North Anvil Creek	T. 10 S., R. 33 W., Sec. 30	49.61 acres
Middle Anvil Creek	T. 10 S., R. 34 W., Sec. 24 & 36 and T. 10 S., R. 33 W., Sec. 30	36.53 acres

Name	Location	Acreage
Specimen Gulch	T. 10 S., R. 34 W., Sec. 36	8.54 acres
Discovery	T. 11 S., R. 34 W., Sec. 2	10.92 acres
Grouse Gulch	T. 9 S., R. 33 W., Sec. 6 & 7 and T. 9 S., R. 34 W., Sec. 1 & 12	309.85 acres
210 Darling Creek	T. 9 S., R. 33 W., Sec. 1 & 2	52.16 acres
Extra Dry Creek	T. 11 S., R. 33 W., Sec. 4	54.73 acres
Newton Gulch	T. 11 S., R. 33 W., Sec. 8 & 17	43.48 acres
North Dry Creek	T. 11 S., R. 33 W., Sec. 9, 16 & 17	68.18 acres
Dewey Creek	T. 10 S., R. 33 W., Sec. 9 & 10	156.74 acres
45 Upper Osborne Creek	T. 10 S., R. 32 W., Sec. 32 & 33 and T. 11 S., R. 32 W., Sec. 4, 5 & 8	279.83 acres
Grass Gulch	T. 12 S., R. 32 W., Sec. 4 & 5	202.13 acres
97 Hastings Creek	T. 12 S., R. 32 W., Sec. 3, 4, 5, 8 & 9	502.30 acres
Total		5,085.94 acres

EXHIBIT B

MEMORANDUM OF AGREEMENT

RECORD THIS INSTRUMENT IN THE CAPE NOME RECORDING DISTRICT
RETURN THIS INSTRUMENT TO:
Sitnasuak Native Corporation
Box 905
Nome, Alaska 99762

MEMORANDUM OF AGREEMENT

by and among

GOLDEN GLACIER, INC.

and

SITNASUAK NATIVE CORPORATION

October 11, 1999

INDEX THIS INSTRUMENT AS FOLLOWS:

Grantor: Golden Glacier, Inc.

Grantee: Sitnasuak Native Corporation

THE LANDS AFFECTED BY THIS INSTRUMENT ARE DESCRIBED IN EXHIBIT A
ATTACHED HERETO.

99-1497
647a36

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum of Agreement"), effective the 11th day of October 1999, by and between GOLDEN GLACIER, INC. ("GGI"), an Alaska corporation, the address of which is P.O. Box 1008, Nome, Alaska 99762, and SITNASUAK NATIVE CORPORATION ("Mining Company"), an Alaska corporation, the address of which is P.O. Box 905, Nome, Alaska 99672.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the mutual agreements and covenants contained herein and in that certain Placer Mining Lease ("Placer Mining Lease") effective as of the 11th day of October 1999, by and among the parties hereto, GGI and Mining Company hereby agree as follows:

1. Placer Mining Lease.

This Memorandum of Agreement is entered into pursuant to the Placer Mining Lease. The provisions of the Placer Mining Lease are incorporated herein by reference. This Memorandum of Agreement is not intended to alter or vary any provision of the Placer Mining Lease.

2. Rights Conveyed.

Pursuant to the Placer Mining Lease, GGI hereby grants to Mining Company certain rights (to the extent now owned or hereafter acquired by GGI) to occupy and use the Lands (described in Exhibit A attached hereto) pursuant to the terms and conditions of the Placer Mining Lease and to explore, develop, mine and process Minerals therefrom and from certain adjacent Lands, as well as to conduct certain other

operations thereon, all pursuant to the Placer Mining Lease.

3. Term.

The term of this Memorandum of Agreement and the term of the Placer Mining Lease shall remain in full force and effect through and including December 31, 2009 and so long thereafter as operations continue, unless sooner terminated in accordance with the terms and provisions of the Placer Mining Lease.

4. Title to Real Property Affected.

This Memorandum of Agreement is intended to affect title to real property within the meaning of Alaska Statute 40.17.110(b)(60) (Supp. 1990).

GOLDEN GLACIER, INC.

By: *Howard Horgan*
Its: President

SITNASUAK NATIVE CORPORATION

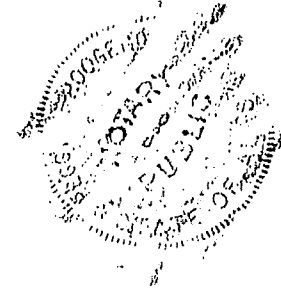
By: _____
Its: _____

STATE OF ALASKA)
JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the 11 day of October 1999 at Nome, Alaska, the foregoing instrument was acknowledged before me by Harmer Hoopendorn the President of GOLDEN GLACIER, INC., an Alaska corporation, on behalf of said corporation.

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

Algebra Hoopendorn
Notary Public in and for Alaska
My commission expires: 4-26-2000



STATE OF ALASKA)
JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the ___ day of _____, at _____, Alaska, the foregoing instrument was acknowledged before me by _____ the _____ of SITNASUAK NATIVE CORPORATION, an Alaska corporation, on behalf of said corporation.

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

Notary Public in and for Alaska
My commission expires: _____

BOOK 0355 PAGE 441

operations thereon, all pursuant to the Placer Mining Lease.

3. Term.

The term of this Memorandum of Agreement and the term of the Placer Mining Lease shall remain in full force and effect through and including December 31, 2009 and so long thereafter as operations continue, unless sooner terminated in accordance with the terms and provisions of the Placer Mining Lease.

4. Title to Real Property Affected.

This Memorandum of Agreement is intended to affect title to real property within the meaning of Alaska Statute 40.17.110(b)(60) (Supp. 1990).

GOLDEN GLACIER, INC.

By: _____
Its: _____

SITNASUAK NATIVE CORPORATION

By: Robert A. Frank
Its: President

BOOK 0355 PAGE 442

STATE OF ALASKA)
) ss.
JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ___ day of _____, at _____, Alaska, the foregoing instrument was acknowledged before me by _____ the _____ of GOLDEN GLACIER, INC., an Alaska corporation, on behalf of said corporation.

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

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 13th day of October, at Anchorage, Alaska, the foregoing instrument was acknowledged before me by ROBERT L. FAGESTROM the President of SITNASUAK NATIVE CORPORATION, an Alaska corporation, on behalf of said corporation.

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



Carol D. Callin
Notary Public in and for Alaska
My commission expires: January 23, 2002

EXHIBIT A
TO
PLACER MINING LEASE
BY AND BETWEEN
GOLDEN GLACIER INC.
AND SITNASUAK NATIVE CORPORATION.

LANDS
All in Kateel River Meridian

Name	Location	Acreage
Lower Aurora	T. 9 S., R. 35 W., Sec. 2, 3 & 11	70.67 acres
Upper Aurora	T. 9 S., R. 35 W., Sec. 11, 12, 13 & 14	67.18 acres
North Oregon	T. 9 S., R. 35 W., Sec. 15 & 22	70.28 acres
Upper Oregon	T. 9 S., R. 35 W., Sec. 22 & 23	89.38 acres
Short Gulch	T. 9 S., R. 35 W., Sec. 22, 23, 26 & 27	65.56 acres
Nugget	T. 9 S., R. 35 W., Sec. 26 & 27	83.86 acres
West Nugget	T. 9 S., R. 35 W., Sec. 27, 28 & 33	130.42 acres
Hungry Creek	T. 9 S., R. 35 W., Sec. 29, 32 & 33	149.11 acres
Upper Arctic	T. 10 S., R. 35 W., Sec. 7 & 8	102.91 acres
Lower Arctic	T. 10 S., R. 36 W., Sec. 13 & 24	130.93 acres
Bowhead	T. 10 S., R. 35 W., Sec. 31 & 32 and T. 10 S., R. 36 W., Sec. 36 and T. 11 S., R. 35 W., Sec. 5 & 6 and T. 11 S., R. 36 W., Sec. 1	426.51 acres
West Beach West	T. 11 S., R. 35 W., Sec. 22, 23 & 24	20.36 acres
West Beach East	T. 11 S., R. 34 W., Sec. 20 & 29	25.21 acres
North North Fork	T. 9 S., R. 34 W., Sec. 3 & 4	110.34 acres
Last Chance Creek	T. 9 S., R. 34 W., Sec. 9	102.62 acres

Name	Location	Acreage
South North Fork	T. 9 S., R. 34 W., Sec. 10	77.18 acres
Hazel Gulch	T. 9 S., R. 34 W., Sec. 9, 10, 15 & 16	71.50 acres
Pioneer Gulch	T. 9 S., R. 34 W., Sec. 23	103.25 acres
Upper Bangor	T. 9 S., R. 34 W., Sec. 21	56.62 acres
Middle Bangor	T. 9 S., R. 34 W., Sec. 21, 22 & 27	148.14 acres
Lower Bangor	T. 9 S., R. 34 W., Sec. 27 & 34	66.15 acres
Butterfield Canyon	T. 9 S., R. 34 W., Sec. 21 & 28	87.14 acres
Twin Mountain Creek	T. 9 S., R. 34 W., Sec. 28 & 33	152.69 acres
Lower Divining Creek	T. 9 S., R. 34 W., Sec. 35	10.09 acres
Upper Divining Creek	T. 9 S., R. 34 W., Sec. 35 and T. 10 S., R. 34 W., Sec. 1 & 2	73.18 acres
Good Luck Gulch	T. 10 S., R. 34 W., Sec. 3 & 10	113.23 acres
Sledge Creek	T. 10 S., R. 34 W., Sec. 9	81.96 acres
Alpha	T. 10 S., R. 34 W., Sec. 16	32.96 acres
Lindblom Creek	T. 10 S., R. 34 W., Sec. 15	77.27 acres
Glacier Creek	T. 10 S., R. 33 W., Sec. 19 and T. 10 S., R. 34 W., Sec. 23, 24, 25 & 26	410.24 acres
Lower Mary's Gulch	T. 10 S., R. 34 W., Sec. 26, 27, 34 & 35	50.22 acres
North Mary's Gulch	T. 10 S., R. 34 W., Sec. 26 & 35	14.48 acres
Upper Mary's Gulch	T. 10 S., R. 34 W., Sec. 26 & 35	20.67 acres
South Mary's Gulch	T. 10 S., R. 34 W., Sec. 35	18.63 acres
North Anvil Creek	T. 10 S., R. 33 W., Sec. 30	49.61 acres
Middle Anvil Creek	T. 10 S., R. 34 W., Sec. 24 & 36 and T. 10 S., R. 33 W., Sec. 30	36.53 acres
Specimen Gulch	T. 10 S., R. 34 W., Sec. 36	8.54 acres

Name	Location	Acreage
Discovery	T. 11 S., R. 34 W., Sec. 2	10.92 acres
Grouse Gulch	T. 9 S., R. 33 W., Sec. 6 & 7 and T. 9 S., R. 34 W., Sec. 1 & 12	309.85 acres
Darling Creek	T. 9 S., R. 33 W., Sec. 1 & 2	52.16 acres
Extra Dry Creek	T. 11 S., R. 33 W., Sec. 4	54.73 acres
Newton Gulch	T. 11 S., R. 33 W., Sec. 8 & 17	43.48 acres
North Dry Creek	T. 11 S., R. 33 W., Sec. 9, 16 & 17	68.18 acres
Dewey Creek	T. 10 S., R. 33 W., Sec. 9 & 10	156.74 acres
Upper Osborne Creek	T. 10 S., R. 32 W., Sec. 32 & 33 and T. 11 S., R. 32 W., Sec. 4, 5 & 8	279.83 acres
Grass Gulch	T. 12 S., R. 32 W., Sec. 4 & 5	202.13 acres
Hastings Creek	T. 12 S., R. 32 W., Sec. 3, 4, 5, 8 & 9	502.30 acres
Total		5,085.94 acres

RELEASE AND QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Golden Glacier Incorporated, an Alaskan Corporation, whose mailing address is P.O. Box 1008, Nome, Alaska 99762 (hereinafter referred to as "GGI"), and Bering Straits Native Corporation, an Alaska corporation, whose address is P.O. Box 1008, Nome, Alaska 99762, (hereinafter referred to as "BSNC"), are parties to that certain Mining Lease dated May 1, 1995, and that GGI does hereby release, relinquish and surrender to BSNC, it's heirs, successors and assigns, all right, title and interest in and under said Mining Lease which right, title and interest relate to the property described in Exhibit "A" attached hereto and by this reference made part hereof.

THIS RELEASE AND QUITCLAIM DEED is made without warranty.

IN WITNESS WHEREOF, this instrument is executed this 15 day of March, 2000

GOLDEN GLACIER INCORPORATED

By: Homer Hoogendorn
Homer Hoogendorn, President

STATE OF ALASKA)
SECOND JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 15 day of March, 2000, by Homer Hoogendorn, the President of Golden Glacier Inc., an Alaskan Corporation, on behalf of the corporation.

[Signature]
Notary Public for the State of Alaska
My Commission expires: June 23, 2001

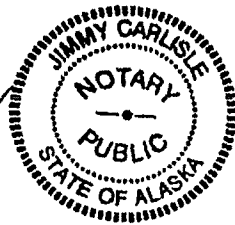


EXHIBIT A
TO
MINING LEASE
DATED MAY 1, 1995
BETWEEN
BERING STRAITS NATIVE CORPORATION
AND
GOLDEN GLACIER, INC.

PROPERTY

Kateel River Meridian, Alaska

T. 9 S., R. 36 W.,
Sec. 2, All
Sec. 3, E 1/2
Sec. 10, E 1/2
Sec. 11, All
Sec. 12, SW 1/4
Sec. 13, All
Sec. 14, All
Sec. 23, N 1/2
Sec. 24, N 1/2

000362
CAPE NOME
RECORDING DISTRICT

18cc

2000 MAR 24 A 9 07

REQUESTED BY *BSNE*

T. 9 S., R. 35 W.
Sec. 18, W 1/2
Sec. 19, All

000363
CAPE NOME
RECORDING DISTRICT

18

2000 MAR 24 A 9 07

REQUESTED BY *BSNE*

Return to:
BSNE
P.O. Box 1008
Nome, AK
99762



2005-001242-0

Recording Dist: 201 - Nome
9/15/2005 8:48 AM Pages: 1 of 64

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FILED FOR RECORD AT REQUEST OF:
Yukon Title Company
714 Gaffney Road
Fairbanks, AK 99701
Reconveyance No: 2005-639

WHEN RECORDED RETURN TO:
Bering Straits Native Corporation
P.O. Box 1008
Nome, AK 99762
Attn: Irene Anderson

DEED OF RECONVEYANCE

WHEREAS, the indebtedness secured to be paid by the Deed of Trust executed by Bering Straits Native Corporaton, An Alaskan Native regional corporation established under the laws of the State of Alaska in accordance with the provisions of the Alaska Native Claims Settlement Act

To YUKON TITLE COMPANY, INC., a corporation, as Substitute Trustee for TRANSALASKA TITLE INSURANCE COMPANY, INC. (Substitution of Trustee recorded April 29, 1998 in Book 1062 at Page 632), dated March 4, 1986, and recorded March 5, 1986, in Book 315 at Page 289, Cape Nome Recording District, **Second** Judicial District, State of Alaska, has been **FULLY PAID**.

NOW THEREFORE, in consideration of the payment of said indebtedness, YUKON TITLE COMPANY, INC., as Trustee, does hereby grant, bargain, sell and convey unto the parties entitled thereto, without warranty, all the estate and interest derived to said Trustee, under said Deed of Trust, in the lands therein described, to-wit:

See Attached

To have and to hold the same, with the tenements, hereditaments and appurtenances thereunto belonging, or any anywise appertaining, unto the said Grantee.

DATE: August 11, 2005

YUKON TITLE COMPANY, INC.,
As Trustee

BY: Cathy Shuttleworth, Secretary/Treasurer

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)ss.

On August 11, 2005 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Cathy Shuttleworth known to me to be the Secretary/Treasurer of the corporation, who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws and by authority of its board of directors.

State of Alaska
NOTARY PUBLIC
Bobbi Steffan
My Commission Expires May 14, 2007

Notary Public in and for the State of Alaska
My commission expires: 5/14/2007

All of Trustor's right, title, and interest in the real property conveyed to Trustor and described by the following conveyance documents: Patent No. 50-82-0101 dated August 23, 1982, and recorded May 3, 1984 at Book 308, Pages 620-621, and Patent No. 50-82-0149 dated September 3, 1982, and recorded May 3, 1984 at Book 308, Pages 636-640, and Patent No. 50-83-0276 dated September 22, 1983, and recorded October 26, 1983 at Book 306 Pages 613-617, and Interim Conveyance No. 522 dated August 17, 1982, and recorded May 3, 1984 at Book 308, Pages 633-635, and Interim Conveyance No. 529 dated August 25, 1982, and recorded May 3, 1984, at Book 308, Pages 622-625, and Interim Conveyance No. 559 dated September 3, 1982, and recorded May 3, 1984, at Book 308, Pages 626-632, and Interim Conveyance No. 708 dated September 22, 1983, and recorded October 26, 1983, at Book 306, Pages 618-629, Nome Recording District, Second Judicial District, Alaska.

And all of the Trustor's right, title and interest to the sub-surface estate lying beneath the lands conveyed or patented to the beneficiary by the following conveyance and/or patent documents: Interim Conveyance No. 972 dated December 12, 1984 and recorded August 28, 1985 at Book 313, Pages 289-294 and Interim Conveyance No. 992 dated December 31, 1984, recorded August 28, 1985 at Book 313, Pages 295-299 and Patent No. 50-85-0108 dated December 31, 1984, recorded August 28, 1985 at Book 313, Pages 305-308 and Interim Conveyance No. 1065 dated June 28, 1985, recorded August 28, 1985 at Book 313 Pages 300-304 and Patent No. 50-85-0505 dated June 28, 1985, recorded August 28, 1985 at Book 313, Pages 309-313, Nome Recording District, Alaska.

All of Trustor's right, title and interest in the sub-surface estate lying beneath the lands selected by beneficiary under Section 12(a) and 14(a)

respectively of the Alaska Native Claims Settlement Act (43 USC 1611 (a) and Section 1613 (a), which is to be patented and/or conveyed to beneficiary in the future.



2007-000926-0

Recording Dist: 201 - Nome
3/27/2007 2:47 PM Pages: 1 of 59

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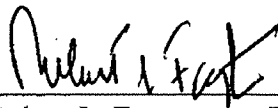
RELEASE AND QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Sitnasuak Native Corporation, an Alaskan Corporation, whose mailing address is P.O. Box 905, Nome, Alaska 99762 (hereinafter referred to as "SNC"), and Golden Glacier Inc. whose address is P.O. Box 1008, Nome, Alaska 99762, (hereinafter referred to as "GGI"), are parties to that certain Placer Mining Lease dated October 11, 1999, A Memorandum of Agreement which was recorded at Book 355, Page 438 – Book 355, Page 500 in the Cape Nome District Recorder's Office, and that SNC does hereby convey, quit claim, release, relinquish and surrender to GGI, it's heirs, successors and assigns, all right, title and interest in and under said Placer Mining Lease which right, title and interest relate to the property described in Exhibit "A" attached hereto and by this reference made part hereof.

THIS RELEASE AND QUITCLAIM DEED is made without warranty.

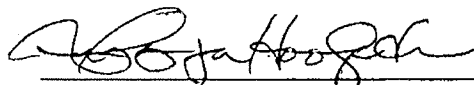
IN WITNESS WHEREOF, this instrument is executed this 21st day of March, 2007

SITNASUAK NATIVE CORPORATION

By: 
Robert L. Fagerstrom, President

STATE OF ALASKA)
) ss.
SECOND JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21st day of March, 2007, by Robert L. Fagerstrom, the President of Sitnasuak Native Corporation, an Alaskan Corporation, on behalf of the corporation.


Notary Public for the State of Alaska
My Commission expires: 2.1.09

Return to: Golden Glacier, Inc.
PO Box 1008
Nome, Alaska 99762



EXHIBIT A
TO
PLACER MINING LEASE
BY AND BETWEEN
GOLDEN GLACIER INC.
AND SITNASUAK NATIVE CORPORATION

LANDS
Within Kateel River Meridian

Name	Location	Acreage
Lower Aurora	T. 9 S., R. 35 W., Sec. 2, 3, & 11	70.67 acres
Upper Aurora	T. 9 S., R. 35 W., Sec. 11, 12, 12, & 14	67.18 acres
North Oregon	T. 9 S., R. 35 W., Sec. 15 & 22	70.28 acres
Upper Oregon	T. 9 S., R. 35 W., Sec. 22 & 23	89.38 acres
Short Gulch	T. 9 S., R. 35 W., Sec. 22, 23, 26 & 27	65.56 acres
Nugget	T. 9 S., R. 35 W., Sec. 26 & 27	83.86 acres
West Nugget	T. 9 S., R. 35 W., Sec. 27, 28 & 33	130.42 acres
Hungry Creek	T. 9 S., R. 35 W., Sec. 29, 32, & 33	149.11 acres
Upper Arctic	T. 10 S., R. 35 W., Sec. 7 & 8	102.91 acres
Lower Arctic	T. 10 S., R. 36 W., Sec. 13 & 24	130.93 acres
Bowhead	T. 10 S., R. 35 W., Sec. 31 & 32 and T. 10 S., R. 36 W., Sec. 36 and T. 11 S., R. 35 W., Sec. 5 & 6 and T. 11 S., R. 36 W., Sec. 1	426.51 acres
West Beach West	T. 11 S., R. 35 W., Sec. 22, 23, & 24	20.36 acres
West Beach East	T. 11 S., R. 34 W., Sec. 20 & 29	25.21 acres



North North Fork	T. 9 S., R. 34 W., Sec. 3 & 4	110.34 acres
Last Chance Creek	T. 9 S., R. 34 W., Sec. 9	102.62 acres
South North Fork	T. 9 S., R. 34 W., Sec. 10	77.18 acres
Hazel Gulch	T. 9 S., R. 34 W., Sec. 9, 10, 15, & 16	71.50 acres
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Upper Bangor	T. 9 S., R. 34 W., Sec. 21	56.62 acres
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Lower Bangor	T. 9 S., R. 34 W., Sec. 27 & 34	66.15 acres
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Twin Mountain Creek	T. 9 S., R. 34 W., Sec. 28 & 33	152.69 acres
Lower Divining Creek	T. 9 S., R. 34 W., Sec. 35	10.09 acres
Upper Divining Creek	T. 9 S., R. 34 W., Sec. 35 and T. 10 S., R. 34 W. Sec. 1 & 2	73.18 acres
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Alpha	T. 10 S., R. 34 W., Sec. 16	32.96 acres
Lindblom Creek	T. 10 S., R. 34 W., Sec. 15	77.27 acres
Glacier Creek	T. 10 S., R. 33 W., Sec. 19 and T. 10 S., R. 34 W., Sec. 23, 24, 25, & 26	410.24 acres
Lower Mary's Gulch	T. 10 S., R. 34 W., Sec. 26, 27, 34 & 35	50.22 acres
North Mary's Gulch	T. 10 S., R. 34 W., Sec. 26 & 35	14.48 acres
Upper Mary's Gulch	T. 10 S., R. 34 W., Sec. 26 & 35	20.67 acres

Exhibit A

Lands

Page 2 of 3



3 of 59

2007-000928-0

South Mary's Gulch	T. 10 S., R. 34 W., Sec. 35	18.63 acres
North Anvil Creek	T. 10 S., R. 33 W., Sec. 30	49.61 acres
Middle Anvil Creek	T. 10 S., R. 34 W., Sec. 24 & 36 and T. 10 S., R. 33 W., Sec. 30	36.53 acres
Specimen Gulch	T. 10 S., R. 34 W., Sec. 36	8.54 acres
Discovery	T. 11 S., R. 34 W., Sec. 2	10.92 acres
Grouse Gulch	T. 9 S., R. 33 W., Sec. 6 & 7 and T. 9 S., R. 34 W., Sec. 1 & 12	309.85 acres
Darling Creek	T. 9 S., R. 33 W., Sec. 1 & 2	52.16 acres
Extra Dry Creek	T. 11 S., R. 33 W., Sec. 4	54.73 acres
Newton Gulch	T. 11 S., R. 33 W., Sec. 8 & 17	43.48 acres
North Dry Creek	T. 11 S., R. 33 W., Sec. 9, 16 & 17	68.18 acres
Dewey Creek	T. 10 S., R. 33 W., Sec. 9 & 10	156.74 acres
Upper Osborne Creek	T. 10 S., R. 32 W., Sec. 32 & 33 and T. 11 S., R. 32 W., Sec. 4, 5 & 8	279.83 acres
Grass Gulch	T. 12 S., R. 32 W., Sec. 4 & 5	202.13 acres
Hastings Creek	T. 12 S., R. 32 W., Sec. 3, 4, 5, 8 & 9	502.30 acres
Total		5,085.94 acres





DOM 20-83
(revised 07/01)
DNR 10-84

**AMENDED
AFFIDAVIT OF ANNUAL LABOR FOR MINING**



This affidavit of annual labor is for the assessment year, which ended at noon on September 1, 20 12

Correspondence should be sent to:

Owner's Name: Jeff Darling
Mailing Address: P.O. BOX 25
City, State Zip: NOME AK 99762

Recording District: Cape Nome

Legal Description
Meridian: KATEEL RIVER
Township: 85-95 Range: 36W 37W
Sections: 1, 12, 33, 34

Names of Mineral Locations:

Wendy # 1 Thru Wendy # 10

ADL Numbers:

712911 Thru 712920

(Attach additional sheets if necessary)

Work was performed on the following dates: 5-15-12 9-1-12 Number of person days worked: 108

Description of work performed: stripping Building cabins / setting ponds
EXCAVATING FOR ORE EXTRACTION

Declared value of work performed during this labor year, not including claim maintenance: \$ 175,000.00

Value of excess work (credit) to be applied from previous labor year(s) (if applicable): \$ 0

Amount of any cash payment made to the state instead of performing labor: (if applicable)
(NOTE: Cash payments made to the state in-lieu-of performing labor must be received prior to September 1. This affidavit must still be timely recorded.) \$ 0

Name(s) and address(es) of person(s) who did the work:

Name: Jeff Darling
Mailing Address: P.O. BOX 25
City, State Zip: NOME AK 99762

Name: _____
Mailing Address: _____
City, State Zip: _____

I, Jeff Darling, swear under penalty of perjury that the foregoing is true.
(Print Name)

Jeff Darling (Signature of Affiant)
Notary Block
Subscribed and sworn before me this 23rd day of November, 20 12
Signature of notary: Jenna Bambert
My commission expires: Postmaster/Notary Public
Per USPS ASM 112.44

THIS DOCUMENT AMENDS: ORIGINALLY RECORDED DOCUMENT NUMBER
RECORDERS SERIAL NUMBER 2012-022989 OR: BOOK _____ PAGE _____