

WHEN RECORDED RETURN TO:

Donald A. Stillwell
Phelps Dodge Corporation
2600 N. Central Ave.
Phoenix, AZ 85004-3014

**MEMORANDUM OF
MINERAL LEASE AND PURCHASE OPTION AGREEMENT**

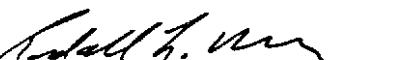
NOTICE IS HEREBY GIVEN that under that certain Mineral Lease and Purchase Option Agreement (the "Agreement") entered into as of December 3, 1999 (the "Effective Date") by and between RANDALL L. MOORE and SUSAN M. MOORE, husband and wife, whose address is 860 Lyman Avenue, Reno, NV 89509 (therein and herein called "Lessor") and PHELPS DODGE EXPLORATION CORPORATION, a Delaware corporation, with an address of 2600 N. Central Ave., Phoenix, AZ 85004-3014 (therein and herein called "Lessee"), Lessor has leased, let and demised and does hereby lease, let and demise to Lessee, its successors and assigns, the unpatented lode mining claims in the Gold Springs Mining District, Lincoln County, Nevada and Iron County, Utah, more particularly described on Exhibit A attached hereto, which mining claims and all amendments and relocations thereof and the ground included therein, together with all of the tenements, hereditaments and appurtenances belonging or otherwise pertaining to such mining claims, including without limitation all minerals, mineral rights, extralateral rights, water rights, access rights, dumps thereon, and all right, title and interest in said mining claims that Lessor may hereafter acquire, are therein and herein called "Leased Premises," with the exclusive right of possession of the Leased Premises for the purpose of mineral exploration and evaluation and, if warranted, development and mining and the right to use the Leased Premises for any and all of the purposes permitted by the Agreement.

The Agreement is for a primary term of 10 years commencing on the Effective Date and ending at 12 o'clock midnight (MST) on December 2, 2009, unless sooner terminated as provided by the Agreement. Lessee shall have the right and option to extend the term of the Agreement for an additional term of 10 years beyond the primary term by giving Lessor written notice of the exercise of such option at any time prior to the expiration of the primary term.

Lessor has further granted and does hereby grant to Lessee the exclusive and irrevocable right and option to purchase the Leased Premises at any time prior to the expiration or termination of the Agreement, all upon and subject to the covenants and conditions of the Agreement. If Lessee exercises its option to purchase the Leased Premises, the Agreement shall become a contract for the sale and purchase of the Leased Premises upon all of the covenants and conditions of the Agreement.

This Memorandum is executed for the purpose of affording notice of the existence of the Agreement and the terms, covenants and conditions thereof, which terms, covenants and conditions are incorporated herein by reference for all purposes. Nothing herein shall limit, increase or in any manner affect any of the terms of the Agreement, or any rights, interests or obligations of the parties thereto.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.


Randall L. Moore

Susan M. Moore
Susan M. Moore

LESSOR

PHELPS DODGE EXPLORATION
CORPORATION

By William H. Wilkinson
William H. Wilkinson, Vice-President

LESSEE

State of Nevada
County of Washoe

The foregoing instrument was acknowledged before me, the undersigned Notary Public,
on February 15, 2000, by RANDALL L. MOORE and SUSAN M. MOORE, husband
and wife.



Roxanne A. Lau
Notary Public

State of Arizona
County of Maricopa

The foregoing instrument was acknowledged before me, the undersigned Notary Public,
on February 11, 2000, by WILLIAM H. WILKINSON, the Vice-President of Phelps
Dodge Exploration Corporation, a Delaware corporation, for and on behalf of the corporation.



Stephanie M. Williams
Notary Public

**EXHIBIT A TO MEMORANDUM OF MINERAL LEASE
AND PURCHASE OPTION AGREEMENT**

Unpatented lode mining claims situate in the Gold Springs Mining District of Lincoln County, Nevada and Iron County, Utah the names of which are set forth below together with the book and page of recording of the location notices in the office of the recorder of such applicable county, and the serial numbers where filed in the applicable state office of the Bureau of Land Management in Reno, Nevada or Salt Lake City, Utah.

<u>Claim Name</u>	<u>File No.</u>	<u>RECORDED</u>		<u>BLM NMC #</u>
		<u>Book</u>	<u>Page</u>	
Lincoln County, Nevada				
MN 31 thru 42	113640-113651	145	89-112	809097-809108
MN 43A	113652	145	113-114	809109
MN 44A	113653	145	115-116	809110
MN 116 thru 121	113654-113659	145	117-128	809111-809116
MN 181 thru 194	113660-113673	145	129-156	809117-809130

<u>Claim Name</u>	<u>RECORDED</u>		<u>BLM UMC #</u>
	<u>Book</u>	<u>Page</u>	
Iron County, Utah			
CND 6 thru 19	699	296-309	366793-366806
CND 36 thru 49	699	310-323	366807-366820

NO. **114240**

FILED AND RECORDED AT REQUEST OF

Phelps Dodge Corp.

March 20, 2000

AT 32 MINUTES PAST 09 O'CLOCK

AM IN BOOK 147 OF OFFICIAL

RECORDS PAGE 149 LINCOLN

COUNTY, NEVADA.

Leslie Boucher

COUNTY RECORDER

By Derek Lewis Deputy