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**AGREEMENT TO ACT AS INTRODUCTORY AGENT,  
OR INTERMEDIARY FOR MINERAL DEPOSITS  
IN THE WESTERN UNITED STATES**

**DRAFT**

**BETWEEN**

**MILLER RESOURCES, INC.  
7300 NORTH LEONARDO DA VINCI WAY  
TUCSON, ARIZONA 85704-3127**

**AND**

**BHP MINERALS INTERNATIONAL, INC.  
550 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94104 USA**

**COPY**

## AGREEMENT

This Agreement made and entered into this day of \_\_\_\_\_, 1995, by and between Miller Resources, Inc., an Arizona Corporation, of 7300 North Leonardo da Vinci Way, Tucson, Arizona 85704-3127, hereinafter referred to as "**Consultant**" and BHP Minerals International, Inc., a Delaware Corporation of 550 California Street, San Francisco, California 94104, or its United States affiliates, hereinafter collectively referred to as "**BHP**"

**WHEREAS**, Consultant has technical data of a certain precious or base metal property, (hereinafter "Property") in which Consultant has no ownership interest; and

**WHEREAS**, BHP desires to obtain knowledge of the Property to determine its interest in acquiring exploration and mining rights for this Property from a third party; and

**WHEREAS**, this Agreement between BHP and Consultant applies to any case where agents or representatives of BHP are presented with, shown, introduced to, or made aware of mineral properties in the Western United States by agents or representatives of Consultant and the mineral rights to such properties have previously been claimed and/or are controlled by a legitimate Third Party; and

**WHEREAS**, Negotiations for any such Designated Property will necessarily take place directly between BHP and representatives of the legitimate Third Part as described above; and

**WHEREAS**, Since, in such cases, Consultant will have no interest in the Designated Property itself; in return for (1) bringing the Designated Property to the attention of BHP and (2) at BHP's request, for Consultant remaining totally impartial and neutral in its position by not consulting with either the Third Party of BHP during negotiations for the designated Property;

**NOW THEREFORE**, in consideration of the covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BHP and Consultant agree as follows:

(1) Duration of Contract : This Agreement shall remain in effect for a period of two years from the date of introduction of the Designated Property.

(2) Disclosure to BHP: Upon execution of this Agreement by all parties, Consultant shall provide to BHP the description, by section, range and township, of the Property and a map, clearly defining the areal limits of the Property, which description and map shall become Exhibit "A", both attached hereto and incorporated herein by this reference. Once the description and location concerning the Property are received by BHP, the Property becomes a Designated Property (herein known as " Designated Property") under this Agreement. BHP will sign and return to Consultant a signed and dated copy of Exhibit "A" together with a signed and dated

copy of this Agreement. The signed and dated Agreement and Exhibit "A" will define the beginning of the two year period for the Designated Property.

If BHP begins negotiations on any Designated Property within the two year period, then the terms of this Agreement shall apply until that time as BHP relinquishes any and all interests in the Designated Property and surrounding Area of Influence as defined below, whereupon this Agreement shall terminate with respect to such Designated Property and relevant Area of Influence and BHP shall have no further obligations to Consultant in connection therewith.

(3) Definition of Interest: As used herein, the term "Interest" shall mean any mineral exploration or exploitation right or interest in or to the Designated Property obtained, acquired or to be obtained or acquired, directly or indirectly by BHP, such as, but limited to, fee ownership, leasehold, joint venture or partnership interest in the Designated Property, a royalty interest in the Designated Property or a right to take mineral products in kind from the Designated Property.

(4) BHP Financial Obligations: Whatever the terms are of any signed agreement between BHP and the legitimate Third Party concerning a Designated Property, BHP shall be obligated to pay to Consultant the compensation in according to the following:

(a) Fifteen Thousand Dollars (\$15,000.00) within twenty (20) working days of the time BHP acquires an Interest in the Designated Property.

(b) Subject to the maximum in section 4 (c) below, ten percent (10%) of the total direct exploration or development expenditures made by BHP for the benefit of the Designated Property, which payments shall be made to Consultant within thirty (30) days after the end of the calendar year in which the related expenditures are made. Such expenditures shall be actual direct exploration or development expenditures such as, but not limited to, drilling, road building, assays, geologic work, geochemical and geophysical programs, metallurgy and engineering expenditures on the Designated Property. Salaries and other employee direct living expenses (room, board and travel) shall be excluded from the calculation.

(c) In any event, total payments made by BHP to Consultant under this Agreement for a specific Designated Property shall not exceed Six Hundred Fifteen Thousand Dollars (\$615,000).

(d) Should BHP terminate an Interest in the Designated Property at any point prior to the development of a mine, BHP's total financial obligation to Consultant will be the fifteen thousand dollars (\$15,000) payable to Consultant by BHP upon BHP's obtaining an interest in the Designated Property and the equivalent of ten percent (10%) of the funds expended on the mineral property as described previously up to the time the Third Party is notified of the decision to drop the Designated Property. Final payment to Consultant shall be made within sixty (60) days of this same notification date.

(5) Area of Influence: Because BHP and/or its designated representatives could control any unclaimed land or property adjacent to a Designated Property by filing the appropriate mining claims, the following land or property shall be considered an Area of Influence ( herein "Area of Influence") under this Agreement: (a) any land or property contiguous to a Designated Property subject to this Agreement, or (b) any interest in land or property within a distance of one (1) mile from the border of the Designated Property, or (c) any continuations of mineralized bodies or surface mappable structures falling within the above defined areas which extend beyond the one (1) mile limit from the borders of the Designated Property.

(6) Non-Competition: Any lands or mining claims staked or acquired by any means within the Area of Influence of a Designated Property by Consultant after the date of this Agreement shall be quitclaimed by Consultant to BHP or its designated representatives, at BHP's option to be exercised as hereinafter set forth, in return for costs. BHP will have up to six (6) months after signing an agreement with the legitimate Third Party on the Designated Property presented to BHP by Consultant, or six months after any properties are acquired by Consultant within the Area of Influence, whichever later occurs, to exercise this quitclaim option. In any event, this requirement for Consultant to quitclaim property within the Area of Influence, shall terminate upon termination of this Agreement.

(7). No Warranties or Representations. BHP acknowledges that Consultant makes no other representations or warranties of any type whatsoever regarding the Designated Property, the desirability of the acquisition of any Interest in the Designated Property by BHP, or the mineral potential of the Designated Property, it being expressly agreed and understood that the sole obligation and responsibility of Consultant pursuant to the terms and conditions of this Agreement shall be the disclosure of the information set forth in Section 2 hereof. BHP shall be solely responsible for any inquiries or investigations BHP desires to make with respect to the Designated Property.

(8). Limited Exclusivity BHP acknowledges that Consultant's disclosure of the identity and location of the Designated Property is generally non-exclusive and that Consultant may, and intends to, provide information regarding the Designated Property to other parties for the possible acquisition of an interest in the Designated Property by such other parties, provided that Consultant will not do so during the 30-day period following the date of this Agreement , will not do so if BHP informs Consultant within the thirty (30) day period following the date of this Agreement that BHP is negotiating to acquire an interest in the Designated Property and will not do so during the time BHP acquires and maintains an Interest in the Designated Property.

(9). Sole Obligation of Consultant. BHP acknowledges that the sole obligation of Consultant pursuant to the terms and conditions of this Agreement are as set forth in Section 2 hereof.

(10.) Notices. Any notice or communication required or permitted hereunder shall be in writing and shall be effective when personally delivered or when addressed:

If to BHP

\_\_\_\_\_, Vice President  
BHP Minerals International, Inc.  
550 California Street  
San Francisco, California 94104

If to Consultant

Miller Resources, Inc.  
7300 N. Leonardo da Vinci Way  
Tucson, Arizona, 85704-3127

and deposited, postage prepaid, certified or registered, in the United States Mail. Either BHP or Consultant may, by notice to the other given as set forth above, change its address for future notices hereunder.

(11) Transfer of Interest. Either party hereto may assign or otherwise transfer this Agreement or their interest provided that such assignment or transfer shall be made expressly subject to the terms and conditions of this Agreement and shall not enlarge the obligations or diminish the rights of the parties hereto and provided further that no such assignment or transfer shall be binding upon the non-transferring party until such party shall have received an original or certified copy of the document evidencing such assignment or transfer. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the parties hereto.

(12.) Miscellaneous. This Agreement shall be governed by the laws of the State of Arizona. This Agreement shall not be recorded or otherwise placed of record with the express written consent of BHP and Consultant. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof and no modification or alteration of the terms hereof shall be binding unless such modification or alteration shall be in writing and executed subsequent to the effective date of this Agreement by all of the parties hereto. In the event of litigation or other legal proceedings between the parties pertaining to this Agreement or the terms and conditions hereof, the prevailing party in such litigation or other legal proceedings shall recover its attorney's fees, costs and other expenses from the other party.

(13) Reversion of Generated Data : If negotiations between BHP and the Third Party controlling the Designated Property are unsuccessful on the Designated Property, then copies of all geological, geochemical and/or geophysical data generated by BHP and/or its representatives pertaining to the Designated Property or the Area of Influence thereto will be delivered to Consultant without any encumbrances or claim by BHP; provided, however, that BHP shall not be liable for any claims of liability by Consultant, based on any inaccuracies, incompleteness or misinterpretations of such data and Consultant shall indemnify BHP from any such Claims and liability by any other part to whom Consultant provides such data. This paragraph also applies to any additional property with the Area of Influence.

(14) Reversion of Mineral Rights: In the event that the mineral rights to the Designated Property or to any property within the Area of Influence that have been quitclaimed to BHP and/or its representatives as described above pursuant to Paragraph (6), or claimed by BHP or its representatives, are to be relinquished (dropped) prior to development and production, but after additional on-site exploration has taken place, BHP and/or its representatives agree to reassign the mineral rights to Consultant, upon notice to Consultant by BHP prior to the relinquishment of the property and upon written request by Consultant, rather than let the land become available for mineral entry by another interested party. In addition, copies of all geological, geochemical or geophysical data pertaining to the property will be delivered to Consultant, without any encumbrances or claim by BHP provided however, that BHP shall not be liable for any claims of liability by Consultant based on any inaccuracies, incompleteness or misinterpretations of such data and Consultant shall indemnify BHP from any such Claims and liability by any other part to whom Consultant provides such data. This paragraph also applies to any additional property within the Area of Influence. The provisions of this Paragraph (14) shall also apply to the Designated Property, upon such time as BHP and/or its representatives relinquishes their Interest in the Designated Property.

(15) Termination: This Agreement will terminate at the earliest of the following dates:

a) By either party hereto by giving thirty (30) days written notice thereof to the other; provided, however, that (a) any financial obligations due to Consultant under Paragraphs (4) or (5) above shall survive such termination and continue to be payable pursuant to the terms of this Agreement; and that (b) If BHP acquires or re-acquires an Interest in the Designated Property or the Area of Influence within two (2) years after the effective date of this Agreement, the terms and conditions of this Agreement shall apply to such acquisition or re-acquisition of an Interest.

B) Upon expiration of the two year term of this Agreement, provided, however, that any financial obligations due to Consultant under Paragraphs (4) or (5) above shall survive such termination and continue to be payable pursuant to the terms of this Agreement.

(16) Independent Consultant Status : Nothing contained herein shall be construed to constitute Consultant as an agent, partner, or joint venturer of or with BHP .

(17) Indemnity: Each of the parties hereto shall indemnify and hold the other harmless from and against any and all damage, loss or injury or liability for a claim of damage, loss or injury to persons or property caused by or resulting from any act or omission or default of the indemnifying party or the indemnifying party's agents or employees.

(18) Prior Knowledge of Property by BHP: Specifically excluded from this Agreement shall be all mineral properties (i) that BHP has had submitted to them by third parties independent of this Agreement or that BHP has evaluated or examined within the area of the Designated Property or the Area of Influence within the past 12 months or (ii) that BHP is currently actively evaluating. If BHP so informs Consultant BHP will be under no further obligation to Consultant regarding the Designated Property. In this

event, BHP shall, if requested by Consultant in writing, hand delivered or sent by registered mail, return receipt requested, provide Consultant with reasonable documentary evidence of BHP's prior evaluation or exploration program activity in regard to the Designated Property Such documentary evidence shall be sufficient to establish BHP's in regard to the Property.

**IN WITNESS WHEREOF**, The Parties Have Caused The Agreement To Be Properly Executed, All as of the day and year first above written.

BHP MINERALS INTERNATIONAL INC.

By \_\_\_\_\_  
Vice-President

MILLER RESOURCES, INC.

By \_\_\_\_\_  
President

**AGREEMENT TO ACT AS INTRODUCTORY AGENT,  
OR INTERMEDIARY FOR MINERAL DEPOSITS  
IN THE WESTERN UNITED STATES**

**BETWEEN**

**CHARLES P. MILLER  
7300 N. LEONARDO DAVINCI WAY  
TUCSON, AZ 85704**

**AND**

**BHP MINERALS INTERNATIONAL INC.  
550 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94104 USA**

This agreement made and entered into this 1st day of \_\_\_\_\_, 1992, by and between Charles P. Miller of 7300 N. Leonardo DaVinci Way, Tucson, AZ 85704, hereinafter referred to as "Consultant", and BHP Minerals International Inc., a Delaware corporation, or its United States affiliates hereinafter collectively referred to as "BHP".

### RECITALS

**A.** This Agreement between BHP and Consultant applies to any case where agents or representatives of BHP are presented with, shown, introduced to, or made aware of mineral properties in the Western U.S. by agents or representatives of Consultant and the mineral rights to such properties have previously been claimed and/or are controlled by a legitimate Third Party.

**B.** Negotiations for any such designated mineral property will necessarily take place directly between BHP and representatives of the legitimate Third Party as described above.

**C.** Since, in such cases, Consultant will have no interest in the mineral property itself, in return for (1) bringing the mineral property to the attention of BHP., and (2) for bringing BHP and the legitimate Third Party in contact with each other; and (3) at BHP's request, for Consultant remaining totally impartial and neutral in its position by not consulting with either party during negotiations for the designated mineral property, BHP and Consultant agree as follows:

(1) **Duration of Contract:** This Agreement shall remain in effect for a period of one year from the date of introduction for each mineral property. Consultant will notify BHP of the name, locations and ownership status of the mineral concessions in a dated letter which will define the beginning of the one year period for that mineral property. BHP shall sign and return a copy of said letter as acknowledgement of receipt. If BHP begins negotiations on any mineral property within the one year period, then the terms of this Agreement shall apply until that time BHP relinquishes any and all interests in the mineral property and surrounding Area of Influence as defined below, whereupon this Agreement shall terminate with respect to such mineral property and relevant Area of Influence and BHP shall have no further obligations to Consultant in connection therewith.

(2) **Financial Obligations:** Whatever the terms are of any signed agreement between BHP and the legitimate Third Party concerning a mineral property, BHP shall pay to Consultant \$5,000.00 (Five Thousand Dollars). In addition to the above described payment, BHP shall pay to Consultant 5% (Five Percent) of the total direct exploration expenditures made for the benefit of the mineral property. These includes expenditures for geologic work, geochemical and geophysical programs, and drilling programs, but shall not include salaries of BHP personnel or their support costs.

In any event, total payments made under this Agreement for a specific mineral property by BHP to Consultant shall not exceed \$500,000 (Five Hundred Thousand Dollars).

Should BHP Minerals Inc. decide to drop a given property at any point prior to development of a mine, BHP's total financial obligation to Consultant will be the equivalent of 5% of the funds expended on the mineral property as described previously up to the time the Third Party is notified of the decision to drop the property. Final payment to Consultant shall be made within sixty days of this same notification date.

(3) Area of Influence: Because BHP and/or its designated representatives could control any unclaimed property adjacent to a subject mineral property by filing the appropriate mining claims, the following terms apply to: (a) any property positions contiguous to a mineral property subject to this Agreement, or (b) mineral concessions within a distance of 1 mile from the border of the specified concessions controlled by the designated Third Party introduced to BHP by Consultant, and (c) any continuations of mineralized bodies or surface mappable structures falling within the above defined areas which extend beyond the 1 mile limit. ("Area of Influence").

(4) Non-competition Clause: Any lands or mining claims staked or acquired by any means within the Area of Influence of a specific property after the date of the letter describing this same concessions is sent to BHP by Consultant will be quitclaimed to BHP or its designated representatives, at BHP's option to be exercised as hereinafter set forth, in return for costs. BHP has up to six months after signing an agreement with the legitimate Third Party on the primary property presented to them by Consultant, or six months after the additional properties are acquired by Consultant, whichever later occurs, to exercise this quitclaim option.

(5) Reversion of Generated Data: If negotiations between BHP and the Third Party controlling the mineral property are unsuccessful on a mineral property, then copies of all geological, geochemical and/or geophysical data generated by BHP and/or its representatives pertaining thereto will be delivered to Consultant without any encumbrances or claim by BHP; provided, however, that BHP shall not be liable for any claims of liability by Consultant, based on any inaccuracies, incompleteness or misinterpretations of such data, and Consultant shall indemnify BHP from any such claims and liability by any other party to whom Consultant provides such data. This paragraph also applies to any additional property within the Area of Influence that is acquired by BHP and/or its designated representatives and is subsequently dropped after additional work.

(6) Reversion of Mineral Rights: In the event that the mineral rights to any property within the Area of Influence that have been quitclaimed to BHP and/or its representatives as described above pursuant to Paragraph (4), or claimed by BHP or its representatives, are to be relinquished (dropped) prior to development and production, but after additional on-site exploration has taken place, BHP and/or its representatives agree to reassign the mineral rights to Consultant rather than let the land become available for mineral

entry by another interested party. In addition, copies of all geological, geochemical or geophysical data pertaining to the property will be delivered to Consultant, without any encumbrances or claim by BHP; provided however, that BHP shall not be liable for any claims of liability by Consultant based on any inaccuracies, incompleteness, or misinterpretations of such data, and Consultant shall indemnify BHP from any such claims and liability by any party to whom Consultant provides such data.

(7) This Agreement may be terminated by either party hereto by giving thirty (30) days' prior written notice thereof to the other; provided, however, that any financial obligations due to Consultant under Paragraph (2) or (3) above shall survive such termination and continue to be payable pursuant to the terms of this Agreement.

(8) Nothing contained herein shall be construed to constitute Consultant as an agent, partner or joint venturer of or with BHP, and Consultant shall indemnify and hold BHP harmless from any liability or claim arising out of any act or assumption of liability done or undertaken by Consultant, except pursuant to the authority expressly granted herein or as otherwise agreed to in writing between the parties.

(9) Specifically excluded from this Agreement shall be all mineral properties BHP can prove were previously submitted to, examined, or evaluated by BHP and all mineral properties submitted by third parties independent of this Agreement or those initiated by BHP's sole exploration efforts.

Executed by the parties hereto effective on the first date above written.

**BHP Minerals International Inc.**

By \_\_\_\_\_  
Vice-President

By \_\_\_\_\_  
Charles P. Miller  
Consultant

**DRAFT COPY****NEWCO FINDER'S AGREEMENT**

**THIS FINDER'S AGREEMENT** is made and entered into as of \_\_\_\_\_, 1994 and between **NEWCO MINING COMPANY**, \_\_\_\_\_ (hereinafter "NEWCO") and **MILLER RESOURCES, INC.**, an Arizona Corporation, whose address is 7300 N. Leonardo da Vinci Way, Tucson, Arizona 85704-3127 and \_\_\_\_\_ a married man, \_\_\_\_\_, (Collectively hereinafter "Finder")

**WHEREAS**, Finder has knowledge of a certain precious or base metal property, (hereinafter the "Property") in which Finder has no interest; and

**WHEREAS**, NEWCO may desire to obtain knowledge of this Property to determine its interest in acquiring exploration and mining rights for this Property from a third party;

**NOW THEREFORE**, the NEWCO and Finder agree as follows:

1. Disclosure to NEWCO

(a) Upon execution of this Agreement by all parties, Finder shall provide to NEWCO the description, by section, range and township, if known, of the Property and a map, clearly defining the areal limits of the Property, such information to be in Exhibit "A" and Exhibit "B" respectively and attached hereto and incorporated herein by this reference. Once the description and location concerning the Property are received by NEWCO, the Property becomes a Submitted Prospect (hereafter known as "Submitted Prospect") under this Agreement. NEWCO will sign and return to FINDER a signed and dated copy of Exhibits "A" and "B". The signed and dated Agreement and signed and dated Exhibits "A" and "B" will define the beginning of the two year of the Submitted Prospect, as defined below in section 2.

2. NEWCO Options NEWCO will review the description and location of the Submitted Prospect and will notify Finder within twenty (20) business days after receiving said description and location that it selects one of the following three options:

Option 2(a) NEWCO will evaluate the Submitted Prospect, and if NEWCO during the two (2) year period following the effective date of this Agreement acquires an Interest or NEWCO and Owner of the Property enter into an agreement pursuant to which NEWCO agrees to acquire an Interest in the Property, directly or indirectly, NEWCO shall pay, deliver or transfer to Finder, as applicable, the compensation or interest more particularly set forth in Section 4 (b) and 4 (c) below.

Option 2(b) NEWCO will not evaluate the Submitted Prospect, but if an Interest in the Submitted Prospect is acquired directly or indirectly by NEWCO within two years (2) from the effective date of this Agreement, NEWCO shall pay, deliver or transfer to Finder, as applicable, the compensation or interest more particularly set forth in section 4 below, which shall be paid, delivered or transferred to Finder in accordance with the terms and conditions set forth in said section 4 (b) and 4 (c).

Option 2(c) Inform Finder that NEWCO (i) has evaluated the Submitted Prospect within the past 12 months or (ii) is currently actively evaluating the Submitted Prospect. If NEWCO so informs Finder, NEWCO will be under no further obligation to Finder regarding the Submitted Prospect. In this event, NEWCO shall, if requested by Finder in writing, hand delivered or sent by registered mail, return receipt requested, provide Finder with documentary evidence of Finder's evaluation. Such documentary evidence shall be sufficient to establish NEWCO's activity in regard to the Submitted Prospect.

3. Definition of Interest As used herein, the term "Interest" shall mean any mineral exploitation right or interest of any type whatsoever in or to the Submitted Prospect obtained, acquired or to be obtained or acquired, directly or indirectly, by NEWCO, including but not limited to, any fee ownership interest in the Property, any leasehold, joint venture or partnership interest in the Submitted Prospect, any form of royalty interest in the Property or any right to take mineral products in kind from the Submitted Prospect. The term "Interest" shall not include non-mineral rights

such as, but not limited to, rights of ingress or egress to a property covered by an access agreement, obtained from a third party, the purpose of which is to allow NEWCO to conduct limited surveys and or sampling programs and shall also not include any agreements with a third party that provides only exploration or prospecting rights exclusive of the right of exploitation. The term "Interest" shall apply only to those rights which permit exploitation of the minerals from the Submitted Prospect.

4. Compensation to FINDER If NEWCO chooses Option 2 (a) or 2 (b) above, NEWCO shall pay, deliver or transfer to Finder, as applicable, the compensation or interest as follows:

(a) Two thousand dollars (\$2000) within twenty (20) working days after selecting option (2a) or 2 (b).

(b) Fifteen thousand dollars (\$15,000) within twenty (20) working days of the time NEWCO acquires an Interest in the Submitted Prospect, as defined in Section 3 above.

(c) Subject to the maximum in section 4 (c) below, Ten percent (10%) of the amount of monies NEWCO or any other party associated with NEWCO spends on exploration or development on the Submitted Prospect, which sum shall be paid to Finder upon execution of an exploitation agreement on the Submitted Prospect or if expenditures as defined below are made after an exploitation agreement has been executed on the Submitted Prospect, at the end of the calendar year in which such expenditures are made. Said expenditures shall include, but not be limited to, actual work expenditures (drilling, road building, assays, metallurgy, engineering ) on the Submitted Prospect. Salaries and other employee direct living expenses (room and board) and capital expenditures for equipment, buildings and other similar infrastructure shall be excluded from the calculation of monies spent. Expenditures made prior to an exploitation agreement shall accrue and be paid as stated above.

(d) The total amount of monies payable to Finder by NEWCO under sections 3 (a), 3 (b) and 3(c) of this section 3 is six hundred seventeen thousand dollars (\$617,000). At such time as NEWCO has paid Finder six hundred seventeen thousand dollars (\$617,000), NEWCO is under no obligation to make further payments to Finder and the Agreement between NEWCO and Finder shall terminate.

5. Intent of Parties. It is the express intent of the parties that Finder receive the compensation set forth in Section 3 (b), (c) and (d) if NEWCO obtains or acquires any exploitation interest, directly or indirectly and irrespective of its form, from the disclosure by Finder to NEWCO of the identity of the Submitted Prospect.

6. No Warranties or Representations. NEWCO acknowledges that Finder makes no representations or warranties of any type whatsoever regarding the Property, the desirability of the acquisition of any Interest in the Property by NEWCO, the accuracy or completeness of any data or information pertaining to the Property provided by Finder, or the mineral potential of the Property, it being expressly agreed and understood that the sole obligation and responsibility of Finder pursuant to the terms and conditions of this Agreement shall be the disclosure of the information set forth in Section 1 hereof. NEWCO shall be solely responsible for any inquiries or investigations NEWCO desires to make with respect to the Property.

7. Nonexclusive Agreement. NEWCO acknowledges that Finder's disclosure of the identity and location of the Submitted Prospect is non-exclusive and that Finder may, and intends to, provide information regarding the Submitted Prospect to other parties for the possible acquisition of an interest in the Property by such other parties, provided that FINDER will not do so during the 20 day period of NEWCO's evaluation and will not do so if NEWCO elects (2a) above. NEWCO further acknowledges that Finder may receive a fee from the Owner of the Property in the event NEWCO acquires an Interest in the Property.

8. Sole Obligation of Finder. NEWCO acknowledges that the sole obligation of Finder pursuant to the terms and conditions of this Agreement areas set forth in Section 1 hereof.

9. Area of Influence. Because NEWCO and / or its designated representatives could control any unclaimed land or property adjacent to a Submitted Prospect by filing the appropriate mining claims or by obtained an exploitation lease, the following land or property shall be considered an area of Influence (herein "Area of Influence") under this Agreement: (a) any land or property contiguous to a Submitted Prospect subject to this Agreement or (b) any interest in land or property within a distance of one (1) mile from the border of the Submitted Property

10. Non-Competition. Any lands or mining claims staked or acquired by any means with the Area of Influence of a Submitted Prospect by FINDER after the date of this Agreement shall be quitclaimed by FINDER to NEWCO or its designated representatives, at NEWCO's option to be exercised as hereinafter set forth, in return for costs. NEWCO will have up to six (6) months after signing an exploitation agreement on the Submitted Prospect, or six months after any properties are acquired by FINDER with the Area of Influence, which later occurs, to exercise this quitclaim option. In any event, this requirement for FINDER to quitclaim property within the Area of Influence, shall terminate upon termination of this Agreement. Similarly, any lands or mining claims staked or acquired by any means within the Area of Influence of a Submitted Prospect by NEWCO or its designated representatives, shall be quitclaimed by NEWCO to FINDER upon termination of this Agreement.

11. Notices. Any notice or communication required or permitted hereunder shall be in writing and shall be effective when personally delivered or when addressed:

If to NEWCO:

If to Finder:

Miller Resources, Inc.  
7300 N. Leonardo da Vinci Way  
Tucson, Arizona, 85704-3127

and deposited, postage prepaid, certified or registered, in the United States Mail. Either NEWCO or Finder may, by notice to the other given as set forth above, change its address for future notices hereunder.

12. Transfer of Interest. Either party hereto may assign or otherwise transfer this Agreement or their interest jointly or severally provided that such assignment or transfer shall be made expressly subject to the terms and conditions of this Agreement and shall not enlarge the obligations or diminish the rights of the parties hereto and provided further that no such assignment or transfer shall be binding upon the non-transferring party until such party shall have received an original or certified copy of the document evidencing such assignment or transfer. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the parties hereto.

13. Miscellaneous. This Agreement shall be governed by the laws of the State of Arizona. This Agreement shall not be recorded or otherwise placed of record with the express written consent of NEWCO and FINDER. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof and no modification or alteration of the terms hereof shall be binding unless such modification or alteration shall be in writing and executed subsequent to the effective date of this Agreement by all of the parties hereto. In the event of litigation or other legal proceedings between the parties pertaining to this Agreement or the terms and conditions hereof, the prevailing part in such litigation or other legal proceedings shall recover its attorney's fees, costs and other expenses from the other party.

14. Reversion of Generated Data. Copies of all data including, but not limited to, geological, geochemical, geophysical and drilling data, generated by NEWCO and / or its designated representatives pertaining to the Submitted Property or the Area of Influence thereto, shall be delivered to FINDER by NEWCO, unless NEWCO is prohibited from doing so by an agreement with the underlying owner of the Submitted Prospect or lands within the Area of Influence; provided, however, that NEWCO shall not be liable for any claims of liability by FINDER, based on any inaccuracies, incompleteness or misinterpretations of such data and FINDER shall indemnify NEWCO from any such claims and liability by any other part to which FINDER might provide such data.

15. Termination. This Agreement will terminate at the earliest of the following dates:

a) two (2) years after the effective date of this Agreement if NEWCO has selected Option 2(a) Section 2 above and NEWCO did not acquire an interest in the Submitted Prospect.

b) two (2) years after the effective date of this Agreement when NEWCO has selected Option 2 (b) in section 2, but has not acquired an Interest in the Submitted Prospect.

c) Upon termination of an Interest acquired by NEWCO on a Submitted Prospect, Option 2(a) or 2 (b) in Section 2, provided that at least two (2) years has lapsed since the effective date of this Agreement; or

d) Upon the date that NEWCO has paid or delivered to Finder the total compensation of six hundred thousand seventeen dollars (\$617,000) as described in Section ~~2~~ (c) hereof.

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16. Independent Status. Nothing contained here shall be construed to constitute FINDER as an agent, partner or joint venturer of NEWCO.

17. Each of the parties hereto shall indemnify and hold the other harmless from and against any and all damage, loss or injury or liability for a claim of damage, loss or injury to persons or property caused by or resulting from any act or omission or default of the indemnifying party or the indemnifying party's agents or employees.

18. Prior knowledge of Submitted Prospect by NEWCO. Specifically excluded from this Agreement shall be all mineral properties (i) that NEWCO has had submitted to them by third parties independent of this Agreement or that NEWCO has evaluated or examined within the area of the Submitted Prospect or Area of Influence within the past twelve (12) months, or (ii) that NEWCO is currently actively evaluating, or (iii) that NEWCO has prior information specifically regarding the Submitted Prospect in their exploration files. If NEWCO so informs FINDER, NEWCO will be under no further obligation to FINDER regarding the Submitted Property. In this event, NEWCO shall, if requested by FINDER in writing, hand delivered or sent by registered mail, return receipt requested, provide FINDER with reasonable documentary evidence of NEWCO's prior evaluation or exploration program activity in regard to the Submitted Prospect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be properly executed, all as of the day and year first above written.

For NEWCO

**EXPLORATION COMPANY**

by: \_\_\_\_\_

Title: \_\_\_\_\_

**MILLER RESOURCES, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MILLER RESOURCES. INC.**  
**7300 N. Leonardo Da Vinci Way**  
**Tucson, Arizona 85704-3127**  
**(520) 575 - 8344**  
**(520) 575 - 6440 Fax**  
milroc@primenet.com

February 15, 1998

Mr. James D. Sell  
2762 W. Holladay Street  
Tucson, AZ 85746-3055

Re: 1. Papago Project Prospects  
2. Finder's Fee Agreements

Dear Jim:

1. In reviewing the material you loaned me I have identified four possible properties that might be of interest for further exploration. The properties are listed in order of priority.

1) Noipa Kam

Zone of epidote alteration on edge of gravels; open towards gravels  
Small aeromag low under alluvium to east of epidote anomaly  
Possible I.P. anomaly under alluvium to east of aeromag anomaly.

Geophysicist report states that I.P. anomaly is from clays in the gravels; however, this I.P. work was done in 1969 and may not have accurately defined anomaly.

2) North end of Santa Rosa Mountains

Northeast trending porphyry dikes within quartz monzonite.  
Cu anomaly coincident with dikes and open towards alluvium to northwest

No geophysical information available.

3) East Roskrige Mountains

Garnet-specularite alteration at eastern end of outcrop open towards alluvium.

No further information available

4) Altered Area Southern Slate Mountains

3 miles southeast of Lakeshore  
Weak alteration at edge of alluvium

No further information available

Of these four prospects, probably only the Noipa Kam has much "saleability". The others are a little weak on hard data.

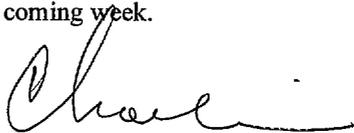
2. I have enclosed 2 Finder's Fee agreements. The one which I attempted to make with BHP in 1994 has 2 separate drafts: BHP's initial draft and my revision of BHP's. As BHP and I were working on the drafts, attempting to come to a final draft, BHP has a shift in exploration philosophy and the deal collapsed. The other agreement (Newco) is slightly modified from one that I signed with Kennecott in 1993. It is a little complicated, but it is better to cover all the points necessary than to attempt to modify it later after a possible mineral discovery.

The business terms in both my draft of BHP's agreement and the one modified after Kennecott probably will not be accepted by BHP – they probably would not agree to the initial \$2000 payment nor to the 10% cut of the exploration and development expenditures and probably not to the total buyout price that I have listed.

However, please look them over and call when you can. I am going to fax these to you as well as mail them.

As I mentioned to you, Mark Osterberg told me that BHP probably would not have decision re Finder's Fees until the end of the coming week.

Sincerely,



Charles P. Miller