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This Agreement between the Utah State Department of Natural Resources, Division of Oil, Gas and Mining (DOGM), and Western States Minerals Corporation (WESTERN) contemplates collection and analysis of samples taken at the Drum Mine site. DOGM and WESTERN share an interest in collecting, sampling and analysis of certain features at the Drum Mine area, because both parties are actively engaged in determining appropriate closure and reclamation plans for various portions of the entire mine site. DOGM is conducting reclamation work under bond forfeiture by Jumbo Mining Company (JUMBO) and WESTERN is conducting reclamation work within their designated portions of the Drum Mine permit area. DOGM and WESTERN shall share in the costs and results of sampling information taken at the mine site in order to determine the mitigation requirements necessary for reclamation of the entire mine site. Sample analyses will be used to determine appropriate reclamation treatments and to evaluate soil and cover materials needed for reclamation.

WESTERN has proposed and DOGM has evaluated the scope of work planned by both parties at the Drum Mine site. Those portions of the site work related to JUMBO's permit area are as described in DOGM/BLM's sampling plan dated April 6, 1998. More specifically, the sites requiring sampling related to JUMBO are: HG-1, HG-2, HG-3, HG-4&5 and the pregnant and barren ponds. Sampling will require the excavation of 27 test pits from which approximately 135 samples will be collected. Additionally, samples of the pond solution and sludge will also be taken. The portions of the site work related to WESTERN's permit area are as described in the *Characterization Sampling Program for Heap Leach Pads and Waste Rock Dumps Located at the Drum Mine*, dated November 1997 and *Addendum* dated February 3, 1998. To equitably share in the costs and activities associated with the collection and sampling requirements for the site, DOGM and WESTERN agree as follows:

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