



**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER**

**MINING RECLAMATION BOND (PERSONAL BOND)**

The Miner, Niblack Mining Corporation, a corporation existing under the laws of the Province of British Columbia, Canada, whose address is Suite 615-800 West Pender St., Vancouver, B.C. V6C 2V6, as Obligor, is firmly bound unto the State of Alaska Department of Natural Resources and the State of Alaska Department of Environmental Conservation ("the State") in the sum of One Million, Two Hundred Twenty One Thousand, Four Hundred and Eight U.S. Dollars (\$1,221,408), lawful money of the United States, for the payment of which the Obligor hereby binds itself, its successors, and assigns.

Contemporaneously with the execution and delivery of this Personal Bond, the Obligor delivers to the State as collateral to secure the obligation described herein a Letter of Credit numbered BMTO184657OS pursuant to 11 AAC 97.410 and 18 AAC 60.265.  
(LOC, CD, Cash or Gold in Escrow)

Whereas, the Obligor has submitted reclamation plans for mining exploration operations under an approved reclamation plan, and obtained waste disposal or management permits at the Niblack Mine exploration property, which approved reclamation plans (hereinafter "the reclamation plans") and waste disposal or management permits (hereinafter "the Permits") are listed in Table 1 below, and are incorporated fully herein in all its terms and made a part of this bond; and

Table 1

<b>Plan/Permit/Lease #</b>	<b>USD Amount</b>	<b>Description</b>
ADNR Reclamation Plan Approval J072711 and ADEC Waste Management Permit 2006-DB0037	\$ 1,221,408	Permits issued for the Underground Exploration Program
TOTAL	\$ 1,221,408	

Whereas, the Obligor is required to post a performance bond with the State to ensure complete compliance with AS 27.19, 11 AAC Chapter 97, 18 AAC Chapter 60, the reclamation plans and the Permits; and

Whereas, the Obligor is required to post this Personal Bond with the State to ensure the Obligor's complete compliance with the requirements of the reclamation plans, AS 27.19 and attendant regulations at 11 AAC Chapter 97, and the Permits and attendant regulations at 18 AAC Chapter 60; and

Whereas, in accordance with 11 AAC 97.430, Obligor is liable for the full costs of reclamation to the standards of AS 27.19, the requirements of 11 AAC Chapter 97, and the approved reclamation plans, regardless of the amount of the bond; and

Whereas, the Obligor agrees that unless the Obligor has replaced this bond with another personal bond or with another form of financial assurance authorized under 11 AAC 97.400 and 18 AAC 60.265 providing security for compliance with all terms of the reclamation plans and Permits, coverage under this bond shall extend to and include the approved reclamation plans, Permits, and any amendments to the plan approved by the State.

Now, therefore, the terms of this Personal Bond are as follows:

Upon a determination by the State that the Obligor has satisfactorily complied with the reclamation plans (in accordance with the standards of AS 27.19.020 and of 11 AAC 97.200-250) and the Permits, the obligations of this personal bond and accompanying instrument shall terminate and the commissioner shall release this bond and the accompanying instrument.

This personal bond and accompanying instrument shall remain in full force and effect until their release is approved in writing by the State (1) in accordance with 11 AAC 97.410(b) and 18 AAC 60; or (2) upon delivery of substitute financial assurance acceptable to the State.

The State may approve replacement of this personal bond or the collateral securing it in accordance with 11 AAC 97.400 and 18 AAC 60. In the event of replacement, the substitute bond must assume all remaining reclamation obligations and liabilities.

If the State determines that the Obligor has violated or permitted a violation of the reclamation plans or Permits and failed to comply with a lawful order of the State, the Obligor forfeits this personal bond or the relevant portion thereof in accordance with AS 27.19.040(c) and AS 27.19.070(a) or and 18 AAC 60. Upon the Obligor's receipt of a notice of the Obligor's default from the State, the Obligor shall promptly pay the face value of this personal bond to the State or forfeit the funds secured by the Letter of Credit # BMTO184657OS referenced above.

***All correspondence pertaining to the Personal Bond shall be sent to:***

State of Alaska, Department of Natural Resources  
Division of Mining Land and Water  
550 West 7<sup>th</sup> Avenue, Suite 900D  
Anchorage, AK 99501-3577



**OBLIGOR**

Date July 26, 2007

(Affix seal)

Obligor Niblack Mining Corporation

By: [Signature]

PRESIDENT  
(Title)

**ACKNOWLEDGMENT OF OBLIGOR**

The foregoing instrument was acknowledged before me by JOHN NICOL,  
this 26 day of July 2007.

Witness my hand and official seal. [Signature]  
(Notary Public or other authorized officer)

My Commission Expires: IS PERPETUAL

**LEE S. TUPPER**

BARRISTER & SOLICITOR

PHONE: (604) 683-9262

1710 - 1177 WEST HASTINGS STREET

VANCOUVER, B.C.

APPROVAL AND ACCEPTANCE BY STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

By: [Signature]  
Dick Mylius, Director, Division of Mining, Land and Water

Date 9 Aug 2007

APPROVAL AND ACCEPTANCE BY STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: [Signature]  
Lynn Kent, Director, Division of Water

Date 8/9/07



**CONSENT RESOLUTIONS OF ALL THE DIRECTORS  
OF  
NIBLACK MINING CORP.  
(the "Company")**

We, the undersigned, being all the Directors of the Company, hereby consent to and adopt in writing the following resolutions as of the 27<sup>th</sup> day of July 2007.

**GENERAL SIGNING AUTHORITY**

**BE IT RESOLVED THAT:**

1. John Patrick Nicol (Paddy Nicol), or such other person or persons as the Directors may from time to time by resolution appoint, be and is hereby authorized and directed to do all such acts and things and to execute or cause to be executed, whether under corporate seal or otherwise, all such agreements, deeds, transfers, assignments, reclamation bonds or other instruments which may be necessary or desirable and in the best interest of the Company.
2. These resolutions may be executed in counterparts and delivered by hand or facsimile, each of which shall be deemed an original but which together shall constitute one and the same instrument.

  
\_\_\_\_\_  
**Archie Nesbitt**

  
\_\_\_\_\_  
**Douglas Fulcher**

  
\_\_\_\_\_  
**Michael McInnis**

  
\_\_\_\_\_  
**Paddy Nicol**

John Patrick Nicol (Paddy Nicol) hereby confirms that he is a director of the Company and acknowledges his interest in the transaction referred to above and to the extent necessary abstains from voting on the transaction, his signature above being necessary to comply with the requirement that a consent resolution be signed by all the directors of the Company.

  
\_\_\_\_\_  
**Paddy Nicol**