

CONFIDENTIALITY AGREEMENT

This confidentiality agreement, made on December 10/02, is between the following parties:

Panelist: Mark Baknes

EMR: Government of Yukon

Energy Mines and Resources, Mineral Assessments
2099 2nd Ave., Whitehorse, YT
Box 2703, Whitehorse, YT
Y1A 2C6

WITNESSETH

Whereas, EMR intends to carry out mineral assessments on land located in the Yukon (hereinafter referred to as the "assessments"). The areas comprising the assessments are outlined in Exhibit A, which is incorporated herein by this reference;

Whereas, in order to carry out the assessments it is necessary for EMR to provide the Panelist with the area of interest to be assessed and certain information relating to the Assessments which is confidential and proprietary to EMR; and;

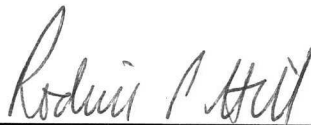
Now, Therefore, in consideration of the foregoing and of the furnishing of information by EMR to Panelist, and intending to be legally bound, Panelist agrees as follows;

1. Confidential Information: Panelist agrees to hold in confidence and not to use or disclose to any person without the prior written consent of EMR, any and all information of any kind or nature relating directly or indirectly to the Assessments, and whether or not specifically identified by EMR as confidential, disclosed to Panelist directly or indirectly by EMR. All of the above shall hereinafter be collectively referred to as "Confidential Information"; provided, however, such term shall not include the following:
 - a. Information that Panelist can show at the time of disclosure that is in the public domain;
 - b. Information that Panelist can show that after disclosure is published or otherwise becomes part of the public domain through no fault of Panelist;

- c. Information that Panelist can show already was in the possession of Panelist at the time of disclosure and that without breach of any obligation Panelist is free to disclose to others;
 - d. Information that Panelist can show was received by his/her after the time of disclosure from a third party who did not acquire it directly or indirectly from EMR under an obligation of confidence and that without breach of any obligation or confidence Panelist is free to disclose to others; or
 - e. Information that Panelist can show is required by applicable law to be disclosed.
2. Return and Use of Property: Panelist agrees that all Confidential Information that is in or on any medium including without limitation, written, printed, photographic, or magnetic tape, and other property, delivered by EMR, is and remains the sole property of EMR. The confidential Information shall be used for the sole purpose of evaluating the Assessments. Promptly upon the earlier of conclusion of its evaluation or expiration of this Agreement, Panelist shall return to EMR all Confidential Information and any copies thereof.
3. Assessment Discussions: It is understood that the discussions relating to the Assessments are confidential. No public announcement covering such discussion or concerning the existence thereof will be made by Panelist except if required by law and then upon prior notice to EMR.
4. Area of Interest: Panelist agrees not to stake, or assign anyone to do so, mineral or placer claims within the Area of Interest. For the purposes of this Agreement, the Area of Interest is described as lands within the boundary of any the assessment areas outlined in Exhibit A.
5. Term: This Agreement shall terminate on **March 31, 2004**.
6. Construction of Agreement: This Agreement shall constitute 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 modifications or alteration is a written and executed amendment to this Agreement. This Agreement shall be governed and construed in accordance with the law of Yukon Territory. The title headings of the various sections of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed by their duly authorized officers as of the date first written above.

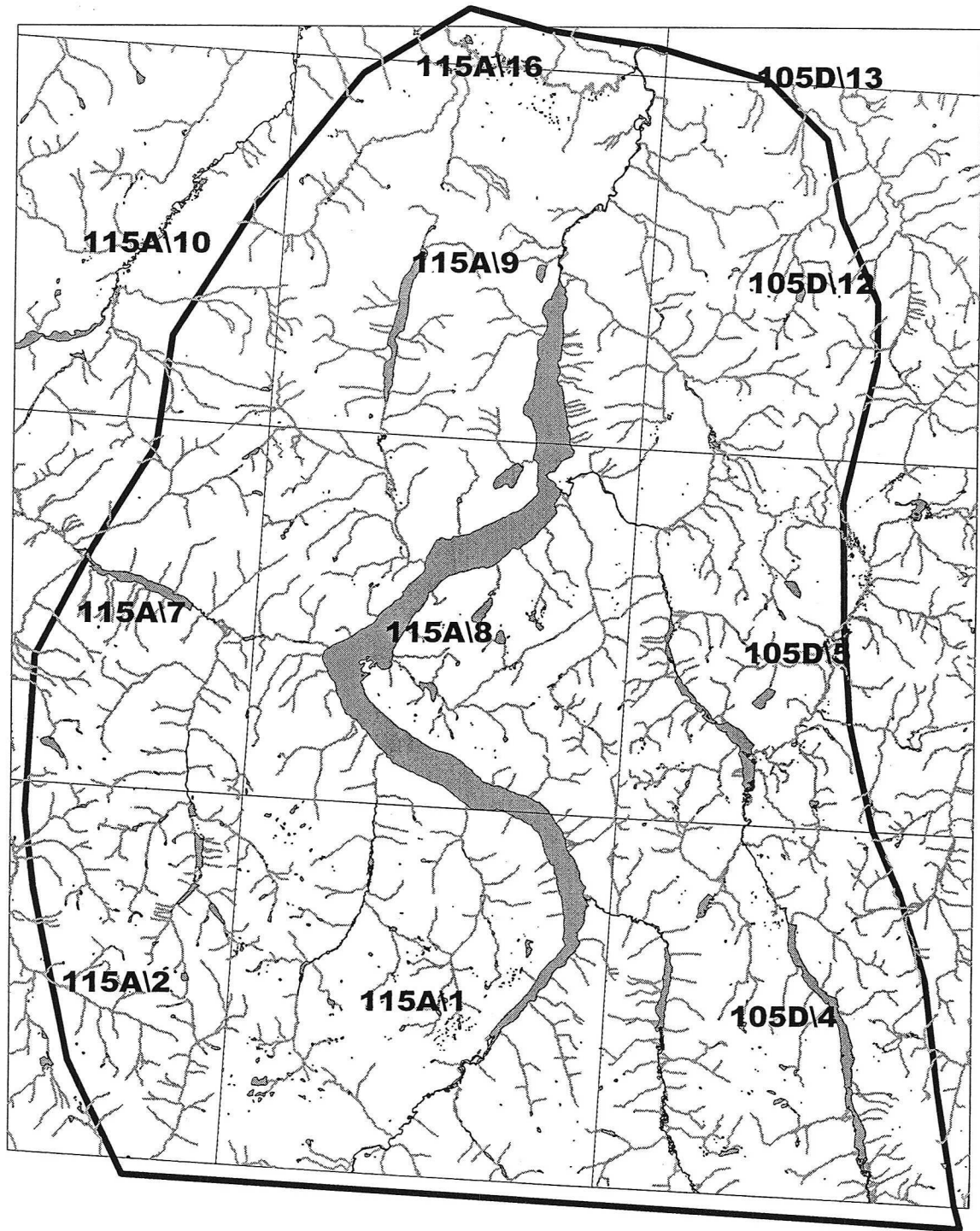
**Government of Yukon
Energy Mines and Resources**



Rod Hill, Manager, Yukon Geological Survey

Panelist Mark Baknes





10 0 10 20 Kilometers

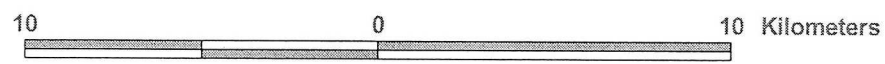
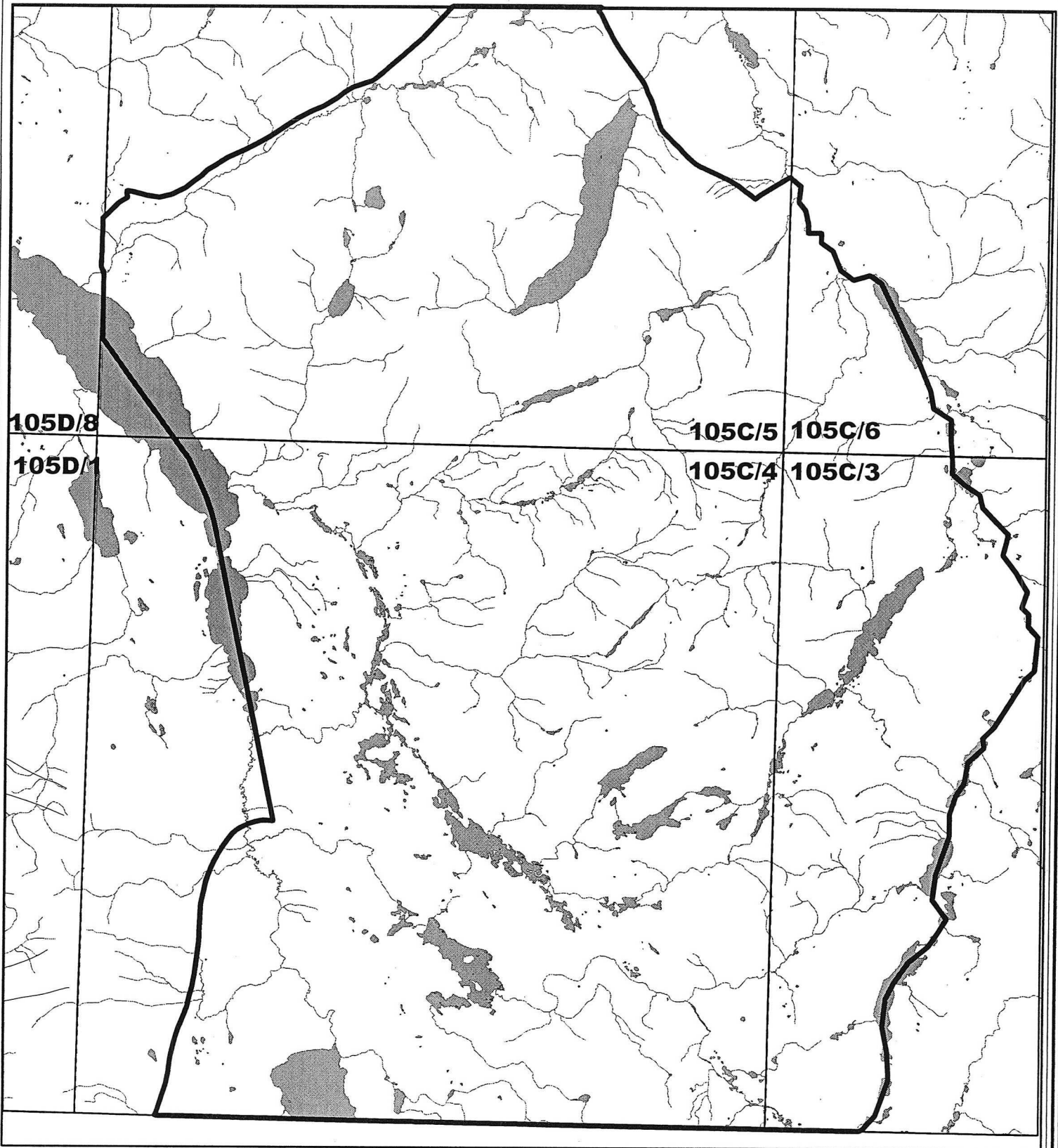
Nov. 25, 2002
RWH

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Kusawa Study Area

Exhibit 'A'

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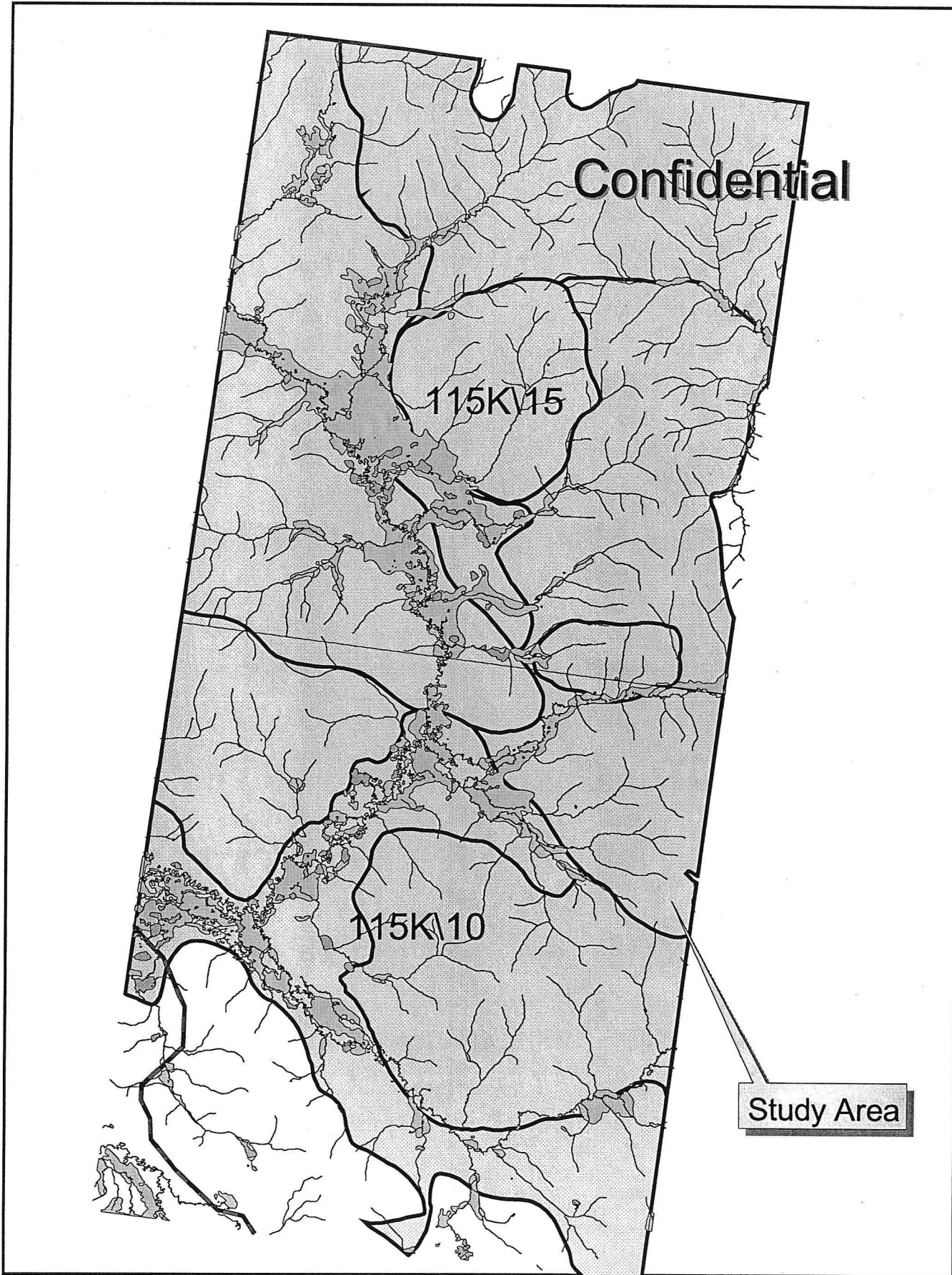


Nov. 25, 2002
JvR

Snafu Study Area

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Exhibit 'A'

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Scottie Creek Study Area

2 0 2 4 Kilometers



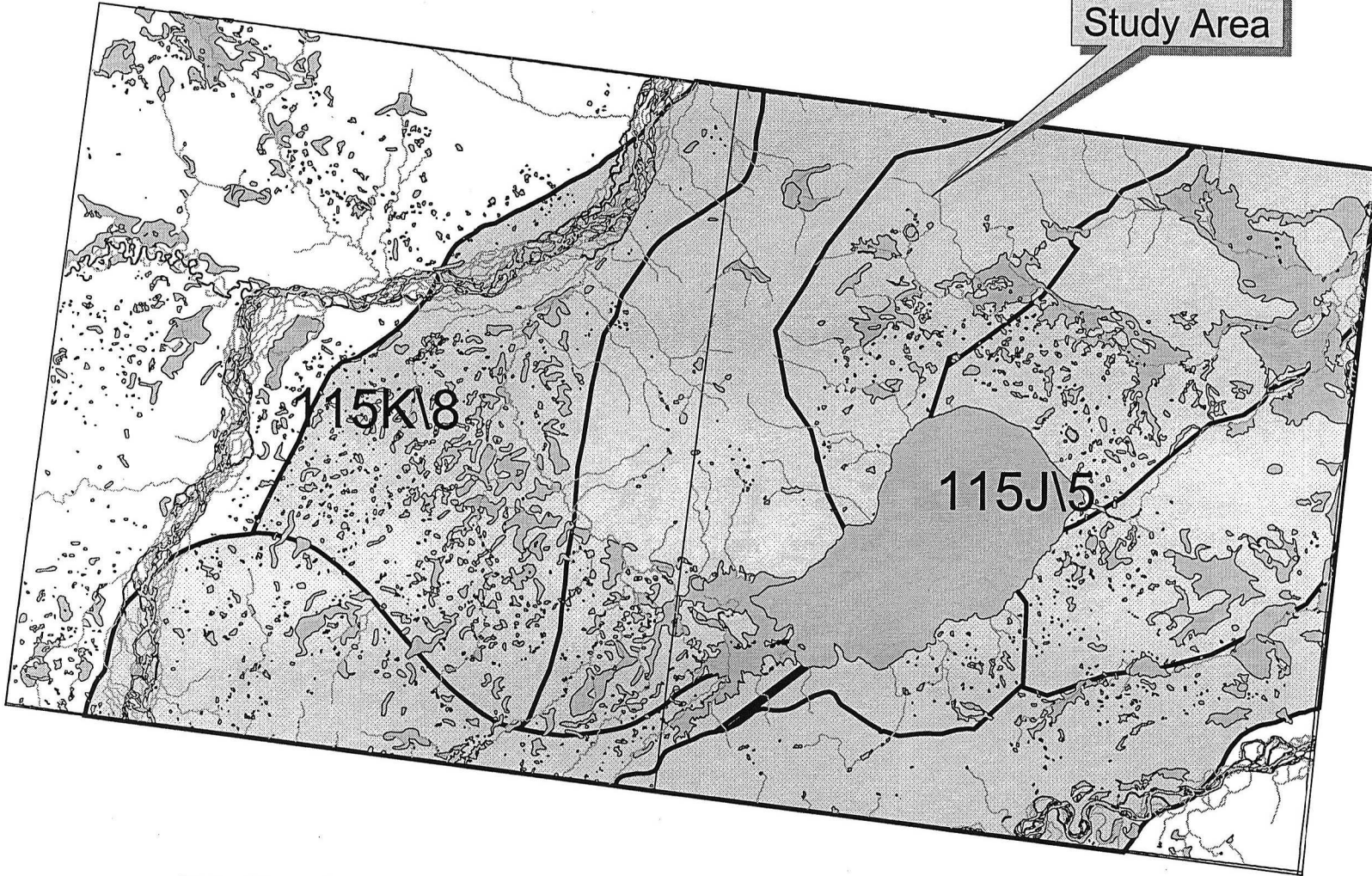
November 25, 2002

Exhibit 'A'

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Study Area



Wellesley Lake Study Area

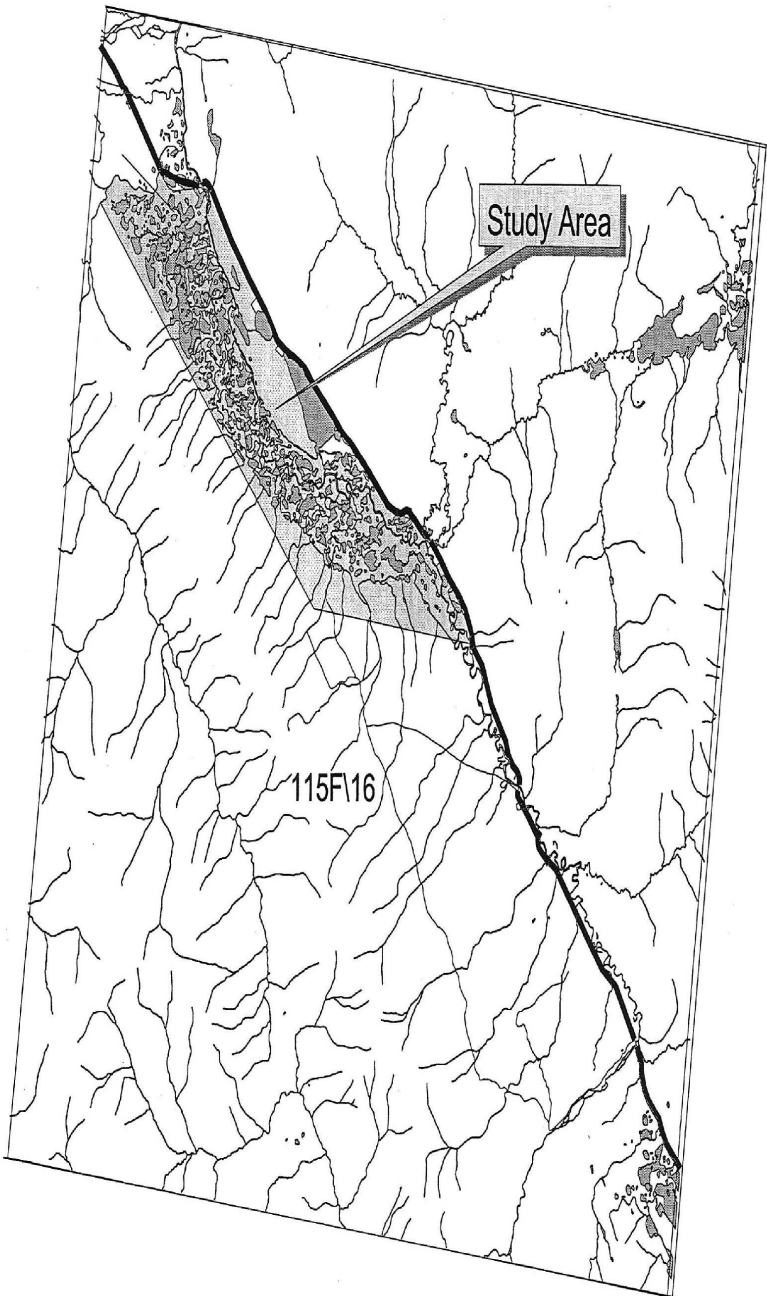
November 25, 2002

Exhibit 'A'



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Pickhandle Lakes Study Area

1 0 1 2 Kilometers

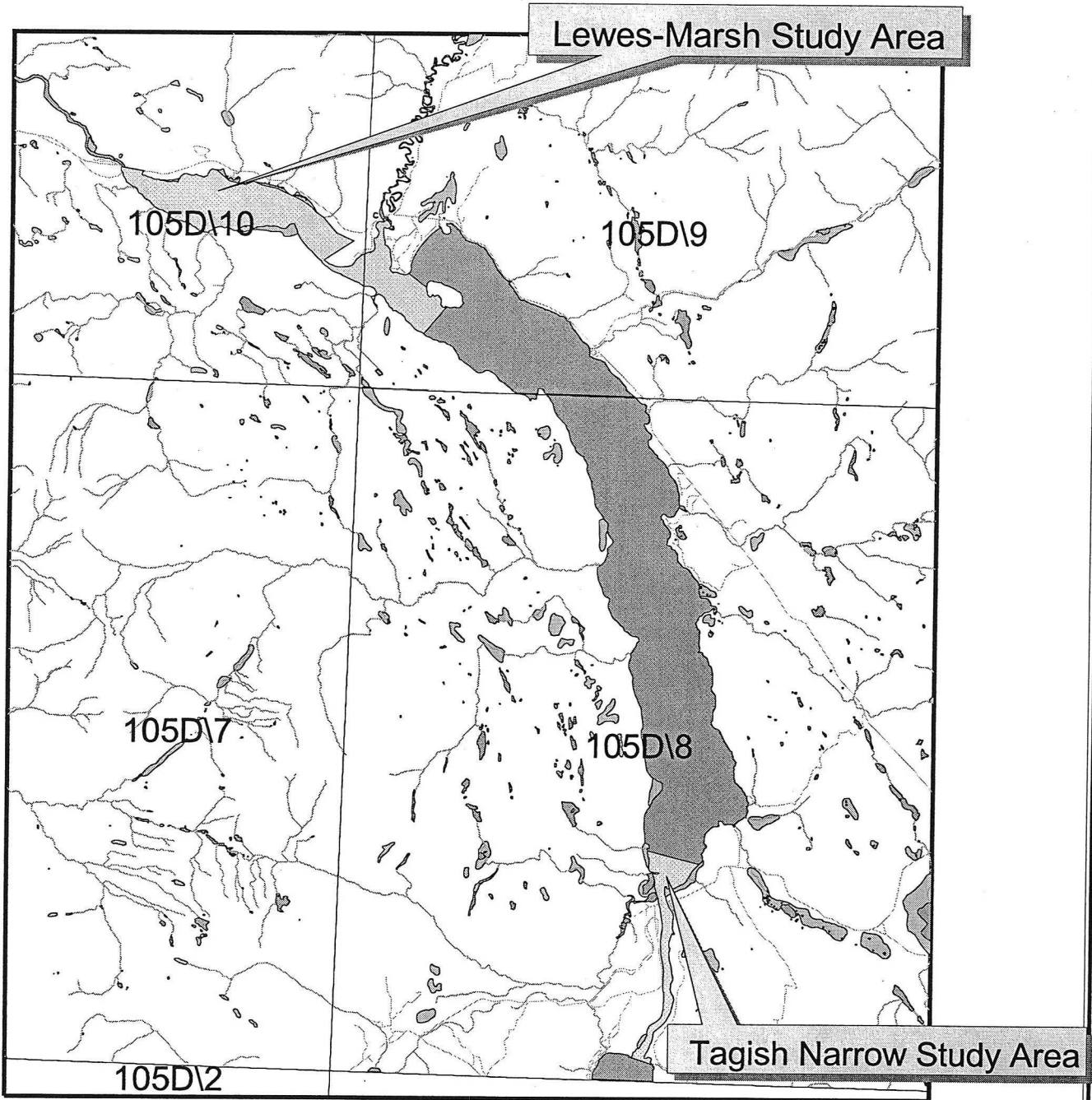


November 25, 2002

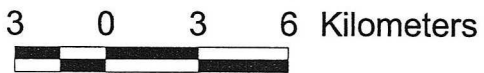
Exhibit 'A'

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**Lewes-Marsh and Tagish Narrows
Study Areas**



November 25, 2002

Exhibit 'A'