

MEMORANDUM OF UNDERSTANDING (BINDING)

GOLD BEARING PROPERTY LEASING

Date: _____, 20__
From: Mr. Jimmy Trikeriotis
To: Mr.
MOU: NMR. __.0__.20__.APN _____

We, the Nevada Mining Resources company, dully registered and operating in the state of Nevada, we confirm our interest and intent, with this (MOU) Memorandum Of Understanding, to proceed with an agreement with the legal property owner(s) of the potentially gold bearing property who are interested to lease their property(s) to Nevada Mining Resources or any of its subsidiary companies so to be mined/processed and recovery of gold for an exchange in royalties as per the below offer details.

Nevada Mining Resources, agrees and confirms to the gold bearing property owners, to lease their land for a duration so to extract and process any profitable calculated properties and to return the property to the state of a pre agreed terms and conditions with the property owners and as per any related state and federal overseeing authorities regulations.

General terms & conditions:

Signing Date: _____ . 20 __
Agreement Duration: __ years & __ year extension
Terms of cancelling: Not processing within __ months of lease agreement signatures

Property: Parcel No __
Identifier: NMR. _____. Phase __
Location: _____
APN: _____
Size: _____ (__) acres

Signing agreement payment: _____
Advance royalty payment: _____
Method of Payment(s): Cash via bank to bank, other _____
Royalty percentage NSR: ____% (See Attached Terms & Conditions)

Property General Description:

Property Owner _____
 Property Location _____
 Property Location _____
 Property APN _____

Property to Rent Yes ___ No ___
 Property to Lease Yes ___ No ___
 Property to Purchase Yes ___ No ___
 Old Workings & Issues Yes ___ No ___

Private Yes ___
 Government (BLM) Yes ___
 Patented Claim Yes ___
 Unpatented Claim Yes ___
 Mineral Rights Yes ___
 Surface Rights Yes ___
 Tailings Yes ___

Property Use Duration _____
 Extension Option Yes ___ No ___
 If Yes, Duration _____

Property Geologist _____
 Geology Completed Yes ___ No ___
 Surveying Completed Yes ___ No ___
 Exploration Competed Yes ___ No ___
 Historical Information Yes ___ No ___

Permits in Place Yes ___ No ___
 Types of Permits _____

Property Claim Payment Yes ___ No ___
 To Be Paid By Owner ___ Lessee ___
 Property Taxes Payment Yes ___ No ___
 To Be Paid By Owner ___ Lessee ___

Water Rights Yes ___ No ___

Water Well (On Site) Yes ___ No ___

NSR (Net Smelter Returns) Yes ___

Percentage _____

Advance Royalty Payments Yes ___ No ___

If yes, amount confirmed _____

Reclamation Included Yes ___ No ___

Net Smelter Returns Provisions

The terms defined in the instrument to which this Exhibit is attached and made part of shall have the same meanings in this Exhibit. The following definitions shall apply to this Exhibit.

Definitions

"Gold Production" means the quantity of refined gold outturned to Company's account by an independent third party refinery for gold produced from the Property during the calendar month on either a provisional or final settlement basis.

"Gross Value" shall be determined on a calendar month basis and have the following meanings with respect to the following Minerals:

Gold

If Company sells unprocessed gold ores, or gold dore' or gold concentrates produced from Minerals, then Gross Value shall be equal to the proceeds received by Company during the calendar month from such sales. Company shall have the right to sell such unprocessed gold ores, gold dore and gold concentrates to an affiliated party, except that such sales shall be considered, solely for the purpose of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

If Company produces refined gold (meeting the specifications of the London Bullion Market Association) from Minerals, and if Section 1.2.I (a) above is not applicable, then for purposes of determining Gross Value, the refined gold shall be deemed to have been sold at the Monthly Average Gold Price for the month in which it was refined. The Gross Value shall be determined by multiplying Gold Production during the calendar month by the Monthly Average Gold Price.

Silver

If Company sells unprocessed silver ores, or silver dore' or silver concentrates produced from Minerals, then Gross Value shall be equal to the proceeds received by Company during the calendar month from such sales. Company shall have the right to sell such unprocessed silver ores, silver dore and silver concentrates to an affiliated party, provided that such sales shall be considered, solely for the purpose of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

If Company produces refined silver (meeting the specification for refined silver subject to the New York Silver Price published by Handy & Harmon) from Minerals, and if Section 1.2.2(a) above is not applicable, the refined silver shall be deemed to have been sold at the Monthly Average Silver Price for the month in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the calendar month by the Monthly Average Silver Price.

All Other Minerals and other Products

If Company sells unprocessed ores, dore' or concentrates of any Minerals other than gold or silver, or any other products that may be derived from the Property, including but not limited to aggregate, then the Gross Value shall be equal to the amount of proceeds received by Company during the calendar month from such sales. Company shall have the right to sell such unprocessed ores, dore or concentrates to an affiliated party, provided that such sales shall be considered, solely for the purpose of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances. If Company produces refined or processed metals from Minerals other than refined gold or refined silver, and if Section 1.2.3(a) above is not applicable, then

Gross Value shall be equal to the amount of the proceeds received by Company during the calendar month from the sale of such refined or processed metals or other products. Company shall have the right to sell such refined or processed metals or other products to an affiliated party, provided that such sales shall be considered, solely for purposes of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

"Minerals" means gold, silver, platinum, antimony, mercury, copper, lead, zinc, and all other mineral elements and mineral compounds, and geothermal resources, which are contemplated to exist on the Property or which are after the Effective Date discovered on the Property and which can be extracted, mined or processed by any method presently known or developed or invented after the Effective Date.

"Monthly Average Gold Price" means the average London Bullion Market Association Afternoon Gold Fix, calculated by dividing the sum of all such prices reported for the calendar month by the number of days for which such prices were reported during that month. If the London Bullion Market Association Afternoon Gold Fix ceases to be published, all such references shall be replaced with references to prices of gold for immediate sale in another established market selected by Company, as such prices are published in Metals Week magazine.

"Monthly Average Silver Price" means the average New York Silver Price as published daily by Handy & Harman, calculated by dividing the sum of all such prices reported for the calendar month by the number of days in such calendar month for which such prices were reported. If the Handy & Harmon quotations cease to be published, all such references shall be replaced with references to prices of silver for immediate sale in another established market selected by Company as published in Metals Week magazine.

"Net Smelter Returns" means the Gross Value of all Minerals, less costs, charges and expenses paid or incurred by Company with respect to the refining and smelting of such Minerals, without limitation:

Charges for smelting and refining (including sampling, assaying and penalty charges) and;

Actual costs of transportation (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation) of Product from the Property to the smelter refinery, but in no event shall charges or costs of transportation of Minerals or Ore from any mine on the Property to autoclave, concentrator, crusher, mill or plant which is not a smelter or refinery.

"Property" means the real property described in Exhibit A to the Agreement to which these Net Smelter Returns provisions are attached.

"Silver Production" means the quantity of refined silver outturned to Company's account by an independent third-party refinery for silver produced from the Property during the calendar month on either a provisional or final settlement basis.

Payment Procedures

Accrual of Obligation

Company's obligation to pay the Net Smelter Returns royalty shall accrue upon the sale of unrefined metals, dore, concentrates, ores or other Minerals products or, if refined metals are produced, upon the outturn of refined metals meeting the requirements of the specified published price to Company's account.

Futures or Forward Sales, Etc.

Except as provided in Sections 1.2.1(a), 1.2.2(a) and 1.2.3(a) above with respect to sales of unprocessed gold and silver and sales of Minerals other than gold and silver), Gross Value shall be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Company, specifically including but not limited to forward sales, futures trading or commodities options trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals produced from Minerals.

Sampling and Commingling

All Minerals for which a Net Smelter returns royalty is payable shall be measured, sampled and analyzed in accordance with the co-mingling plan approved in accordance with the instrument to which this Exhibit is attached.

Monthly Calculations and Payments

Net Smelter Returns royalties shall be determined on a calendar month basis. Net Smelter Return royalties shall be paid on or before the last business day of the calendar month immediately following the last day of the calendar month in which same accrued. Owner shall have the right to take payment of royalty in kind provided that Owner must give lessee 60 days' notice of its desire to take royalty in kind and further that such election must remain in force for a minimum of 12 months. Any additional cost incurred by Lessee to deliver royalty in kind shall be borne by Owner.

Statements

At the time of payment of the Net Smelter Returns royalty, Company shall accompany such payment with a statement showing in reasonable detail the quantities and grades of refined gold, silver or other metals or dore, concentrates or ores produced and sold or deemed sold by Company in the preceding calendar month; the Monthly Average Gold Price and Monthly Average Silver Price, as applicable; costs and other deductions, and other pertinent information in reasonable detail to explain the calculation of the Net Smelter Returns royalty payment with respect to such calendar month. Payment shall be made to the address provided in the Agreement to which this Exhibit is attached for purposes of notices.

Inventories and Stockpiles

Company shall include in all monthly statements a description of the quantity and quality of any gold or silver Dore that has been retained as inventory for more than ninety (90) days. Owner shall have thirty (30) calendar days after receipt of the statement to either: (a) elect that the dore be deemed sold, with Gross Value to be determined as provided in Sections 1.2.1 (b), with respect to gold, and 1.2.2(b), with respect to silver, as of such thirtieth (30th) day utilizing the mine weights and assays for such dore and utilizing a reasonable recovery rate for refined metal and reasonable deemed charges for all deductions specified in Section 1.6 above, or (b) elect to wait until such time as royalties otherwise would become payable pursuant to Sections

1.2.1(b) and 1.2.2(b). The failure of Owner to respond within such time shall be deemed to be an election to use the methods described in Sections 1.2.1(b) and 1.2.2(b). No Net Smelter Returns royalty shall be due with respect to stockpiles of ores or concentrates unless and until such ores or concentrates are actually sold.

Final Settlement

All Net Smelter Returns royalty payments shall be considered final and in full satisfaction of Company's obligations with respect thereto, unless Owner gives Company written notice describing a specific objection to the calculation thereof within one year after receipt by Owner of the monthly statement provided for in 2.5. If

Owner objects to a particular monthly statement, it shall have the right, for a period of thirty (30) days after Company's receipt of such objection, upon reasonable notice and at a reasonable time, to have Company's accounts and records relating to the calculation of the Net Smelter Returns royalty payment with respect to the calendar month in question audited by an independent certified public accountant. If such audit determines that there has been a deficiency or an excess in the payment made to Owner, such deficiency or excess shall be resolved by adjusting the next monthly Net Smelter Returns royalty payment due Owner.

Owner shall pay all costs of such audit unless a deficiency of five percent (5%) or more of the Net Smelter Returns royalty due for the calendar month in question is determined to exist. Company shall pay the costs of such audit if a deficiency of five percent (5%) or more of the amount due for the calendar month in question is determined to exist. All books and records used by Company to calculate the Net Smelter Returns royalties due hereunder shall be kept in accordance with generally accepted accounting principles.

Transfer or Encumbrance of Royalty

Owner may transfer, pledge, mortgage, charge or otherwise encumber all or any part of its right, title and interest in and to the Net Smelter Returns royalty, except that Company shall be under no obligation to make its payments to such assignee, transferee, pledgee or other third party until Company's receipt of written notice concerning the assignment, transfer or pledge.

Specimens

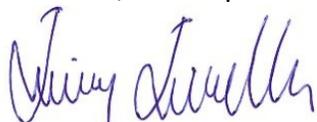
Should a particular specimen of interest to Owner or NMR be found on the Property, and Owner or NMR wishes to acquire such Specimen, an independent valuation will be undertaken, and the greater of the value between the recoverable value of the minerals / metals of the specimen or the independent valuation of specimen, will be used to determine the value of the Specimen. If Owner is acquiring the Specimen, then the incremental value above the metal / mineral value used to calculate the Net Smelter Return will be deducted from Payments owing. If NMR acquires the specimen, then the incremental value above the metal / mineral value used to calculate the Net Smelter Return will be added to the amount used to calculate the Net Smelter Return. In no event shall either party incur any economic disadvantage by either party acquiring a Specimen.

If neither party wishes to acquire a Specimen, and the Specimen is sold by NMR as such due to it having a greater value, then the incremental value above the metal / mineral value used to calculate the Net Smelter Return will be added to the amount used to calculate the Net Smelter Return. In no event shall Owner incur any economic disadvantage by NMR selling a Specimen.

Aggregate

It has been determined by the parties that economically viable aggregate may be recovered on the Property. All aggregate recovered as part of the mining process shall be first utilized by NMR for ongoing mining and property development / road building activities on any of its properties, and equally stockpile for same. Any excess aggregate not required by NMR may be acquired from NMR by Owner, after mineral processing is completed, on an as-is where-is basis. If Owner does not wish to acquire such excess aggregate, then NMR may sell the aggregate at its discretion, with such sales being subject to normal Net Smelter Return royalty payments.

For The Nevada Mining Resources
Jimmy Trikeriotis
President, Chief Operating Officer



For The Property Owner
Mr.
