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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made effective as of January 24, 1998, by and between Iron Mask Mining Company, an Idaho corporation ("Iron Mask"), Oregold Resources, Inc., a Nevada corporation ("Oregold") and Yellow Pine Resources, Inc., a Montana Corporation ("Yellow Pine"). Iron Mask, Oregold, and Yellow Pine are sometimes referred to as the "Constituent Corporations," with reference to the following facts:

A. The authorized capital stock of Iron Mask consists of 100,000,000 shares of common stock, \$.005 par value. The authorized capital stock of Oregold consists of 25,000 shares of common stock, no par value. The authorized capital stock of Yellow Pine consists of 50,000 shares of common stock, no par value.

B. Iron Mask has no subsidiaries, and has a total of 998,732 shares of common stock issued and outstanding. There are no options or other rights to acquire any newly issued shares of Iron Mask available to any person. This Merger Agreement has been approved by a majority of the shareholders present at a valid shareholders meeting of Iron Mask.

C. Oregold has no subsidiaries, and has a total of 10,000 shares of common stock issued and outstanding. There are no options or other rights to acquire any newly issued shares of Oregold available to any person. This merger Agreement has been approved by a majority of shareholders at Oregold.

D. Yellow Pine has no subsidiaries, and has a total of 10,000 shares of common stock issued and outstanding. There are no options or other rights to acquire any newly issued shares of Yellow Pine available to any person. This Merger Agreement has been approved by a majority of the shareholders of Yellow Pine.

E. The directors of the Constituent Corporations deem it advisable and to the advantage of such corporations that Oregold and Yellow Pine merge with and into Iron Mask upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of merger encompassed by this Merger Agreement and do hereby agree that Oregold and Yellow Pine shall merge with and into Iron Mask on the following terms, conditions and other provisions:

### TERMS AND CONDITIONS

1.1 **Merger.** Oregold and Yellow Pine shall be merged with and into Iron Mask ("Merger") and Iron Mask shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement or a Certificate of Merger is filed with the Secretary of State of Idaho (the "Effective Date").

1.2 **Succession.** On the Effective Date, Iron Mask shall continue its corporate existence under the laws of the State of Idaho, and the separate existence and corporate

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organization of Oregold and Yellow Pine, except insofar as it may be continued by operation of law, shall be terminated and cease.

**1.3 Transfer of Assets and Liabilities.** On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in a possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted to judgments as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

**1.4 Manner of Accomplishing Merger.**

(a) The Merger of Oregold into Iron Mask shall be accomplished by way of the exchange of 100% of the issued and outstanding common stock of Oregold for common stock of Iron Mask, at the ratio of one thousand five hundred shares of Iron Mask common stock for each one share of Oregold common stock outstanding on the effective date of Merger (1,500 for 1).

(b) The Merger of Yellow Pine into Iron Mask shall be accomplished by way of the exchange of 100% of the issued and outstanding common stock of Yellow Pine for common stock of Iron Mask, at the ratio of six hundred shares of Iron Mask common stock for each one share of Yellow Pine common stock outstanding on the effective date of Merger (600 for 1).

(c) The transfer agent will automatically be instructed to issue new certificates of Iron Mask common stock, based on the above ratio, to each of the shareholders of Oregold and Yellow Pine, at the address listed in the register of Oregold and Yellow Pine shareholders. The exchange will be accomplished pursuant to the exemption from registration provided by Regulation D, Section 504.

**1.5 Rights of Appraisal.**

The Merger shall be subject to the rights of appraisal

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granted to the shareholders of Oregold and Yellow Pine in accordance with the General Corporation Law of the State of Idaho. Should more than ten percent (10%) of the shareholders of Oregold and Yellow Pine, regardless of the number of shares owned, seek to enforce their rights of appraisal, the Merger shall be deemed canceled and parties relieved of any obligation pursuant to this Agreement. The Secretary of Iron Mask, by his signature hereto, certifies that this Merger Agreement is to be adopted and approved by the Board of Directors of Iron Mask with the approval of Iron Mask stockholders.

**1.6 Obligations of Oregold and Yellow Pine to Issue its Securities.** As of the date of this Merger Agreement and until the date of closing, Oregold and Yellow Pine shall not issue any additional shares of its common stock to any person or entity whatsoever, including as a result of having previously issued any warrants to acquire common stock, any options to acquire its securities as a result of any employee stock option plan or otherwise, or pursuant to any employee benefit plan. Oregold and Yellow Pine further represents that the capitalization, as set forth in paragraph C and D of the preamble to this Merger Agreement, is true and accurate in all respects.

## **2. CHAPTER DOCUMENTS, DIRECTORS AND OFFICERS**

**2.1 Certificate of Incorporation and Bylaws.** The Certificate of Incorporation of Iron Mask in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Iron Mask shall be the Bylaws of the Surviving Corporation, as they may be amended from time to time.

**2.2 Directors.** The directors of Iron Mask immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

**2.3 Officers.** The officers of Iron Mask immediately preceding the Effective Date shall become officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

## **3. MISCELLANEOUS**

**3.1 Further Assurances.** From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Oregold and Yellow Pine such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Oregold and Yellow Pine and other wise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Oregold and Yellow Pine or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

*John R. D. R. D.*

**3.2 Amendments.** At any time before or after approval by the stockholders of Oregold and Yellow Pine, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the stockholders of Oregold and Yellow Pine, the principal terms may not be amended without the further approval of the stockholders of Oregold and Yellow Pine) as may be determined in the judgement of the respective Board of Directors of Oregold, Yellow Pine and Iron Mask to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

**3.3 Conditions of Merger.** The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by any of the Constituent Corporations in its sole directions to the extent permitted by law):

(a) the Merger shall have been approved by the stockholders of Iron Mask in accordance with applicable provisions of the General Corporations Law of the State of Idaho; and

(b) the Merger shall have been approved by the stockholders of Oregold in accordance with applicable provisions of the General Corporations Law of the State of Nevada; and

(c) the merger shall have been approved by the stockholders of Yellow Pine in accordance with applicable provisions of the General Corporations Law of the State of Montana; and

(d) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Iron Mask to be material to consummation of the Merger shall have been obtained; and

(e) the Merger shall have been approved by the Board of Directors of Iron Mask, Yellow Pine and Oregold in accordance with the applicable provisions of the General Corporation Law of their respective state of incorporation; and

(f) the securities issued by Iron Mask shall be issued pursuant to an exemption from registration pursuant to the Securities Act of 1933 (as amended), Regulation D, Section 504; and:

(g) any other requirements under applicable Idaho laws shall have been satisfied in connection with the Merger.

**3.4 Abandonment or Deferral.** At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Yellow Pine, Oregold or Iron Mask or all, notwithstanding the approval of the Merger by the stockholders of Iron Mask, Oregold and Yellow Pine, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board

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of Directors of Oregold, Yellow Pine and Iron Mask, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of any Constituent Corporation or its Board of Directors or stockholders with respect thereto.

**3.5 Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Oregold, Yellow Pine and Iron Mask, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

IRON MASK MINING COMPANY,  
an Idaho corporation

By: Robert J. Evans  
Robert J. Evans, President

OREGOLD RESOURCES, INC.,  
a Nevada corporation

By: David B. Rogers  
David B. Rogers, Vice President

YELLOW PINE RESOURCES, INC.,  
a Montana corporation

By: Robert L. Delaney  
Robert L. Delaney, Vice President

## ADDENDUM

THIS ADDENDUM TO THE AGREEMENT AND PLAN OF MERGER DATED JANUARY 24, 1998 (hereinafter called the "Addendum") is made effective as of January 24, 1998, by and between Iron Mask Mining Company, an Idaho corporation ("Iron Mask"), Oregold Resources, Inc., a Nevada corporation ("Oregold") and Yellow Pine Resources, Inc., a Montana corporation ("Yellow Pine").

### 1. AGREEMENT

**1.1 Agreement and Plan of Merger.** Oregold, Yellow Pine and Iron Mask have signed an Agreement and Plan of Merger dated January 24, 1998 ("Agreement"), whereby Oregold and Yellow Pine merged with and into Iron Mask under various terms and conditions as set forth in the Agreement.

### 2. ADDITIONAL TERMS AND CONDITIONS

**2.1 Condition of Merger.** Oregold, Yellow Pine and Iron Mask hereby add this Addendum to said Agreement and incorporate it by reference and make this Addendum a part of and a condition of said Agreement.

(a) **Liabilities of Oregold.** Oregold hereby states and agrees that the following are all of their debts and liabilities that are to be assumed by Iron Mask. Any and all other debts of Oregold incurred prior to the date of the Merger, including but not limited to the \$32,000.00 in expenses paid to form their company and acquire the claims; the \$315,000.00 paid by Cecil Beckett, the \$25,000.00 loaned by George Marston; the \$9,125.00 paid by Dave Rogers and the \$21,445.00 in unpaid accounts payable to third parties, are to be the sole liability of the prior shareholders of Oregold.

Mineral royalty from property acquired from Oregold at the rate of 5% Net Smelter Return. Minimum annual royalty of \$10,000.00, first royalty due December 31, 1998 and each December 31 thereafter. Total royalty due - \$1,000,000.00. The company has the option to purchase the royalty interest for \$465,000.00 on or before December 31, 1999.

(b) **Liabilities of Yellow Pine.** Yellow Pine hereby states and agrees that the following are all of their debts and liabilities that are to be assumed by Iron Mask. Any and all other debts of Yellow Pine incurred prior to the date of the Merger, including but not limited to the \$13,696.01 in office expenses owed to Sage Financial Services, Cellular One and the law firm of Christian and Samson; the \$54,250.00 in royalty fees owed to Sullivan, Doheney, Van Tuyler, (B.L.M.) and Green & Cohenour; the \$28,238.19 in mine development fees to consultants and equipment rentals and supplies; the \$21,734.75 in notes to M & W, S.O. Delaney and Hauge; the \$53,978.88 in advances from M.F. LaFleur, W. Myers, R.L. Delaney and D.L. Delaney; and the \$135,750.00 in loan from W. Myers, are to be the sole liability of the prior shareholders of Yellow Pine.

Mineral royalty from property acquired from Yellow Pine (1) Paymaster Heir - for 8

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unpatented claims at the minimum annual royalty of \$2,000.00 (increased to \$6,000.00 in the year 2002), due each May 15, at the rate of 3% Net Smelter Return up to \$375.00/oz., 4% Net Smelter Return between \$375.00 - \$475.00/oz., and 5% Net Smelter Return over \$475.00/oz.; (2) Paymaster - for 4 unpatented claims at the minimum annual royalty of \$2,000.00 (increased to \$6,000.00 in the year 2002), due each May 15, at the rate of 3% Net Smelter Return up to \$375.00/oz., 4% Net Smelter Return between \$375.00 - \$475.00/oz., and 5% Net Smelter Return over \$475.00/oz.; (3) Gold Sheer Group - for 26 unpatented claims at the minimum annual royalty of \$10,000.00, due each January 15, at the rate of 3% Net Smelter Return up to \$375.00/oz., 4% Net Smelter Return between \$375.00/oz. - \$475.00/oz. and 5% Net Smelter Return over \$475.00/oz.; (4) Geel - for 3 patented claims at the minimum annual royalty of \$8,000.00 (increased to \$12,000.00 on November 15 in the year 2001), due one half each May 15 and one half each November 15, at the rate of 3% Net Smelter Return up to \$375.00/oz., 4% Net Smelter Return between \$375.00 - \$475.00/oz., and 5% Net Smelter Return over \$475.00/oz.; (5) McKay Placer - surface lease @ \$250.00 per month, due when operations begin; (6) William Myers - over-riding royalty, covers Paymaster and Paymaster Heirs claims (12 claims), at the minimum annual royalty of \$6,000.00, due each May 15, at the rate of 2% Net Smelter Return. Total royalty due - \$500,000.00. The Company has the option to purchase the royalty interest for \$150,000.00 on or before December 31, 1999.

**EXCEPTION:** The royalties due on May 15, 1998 by Yellow Pine Resources Inc. for some of the claims, shall be the liability of Yellow Pine Resources Inc. After May 15, 1998, they become the responsibility of Iron Mask Mining Co.

**2.2 Legal Fees.** Iron Mask hereby agrees to pay Attorney Jerry Gruenbaum of 150 N. Main Street, Manchester, Connecticut 250,000 shares of Iron Mask and elect him as Secretary of said company.

IN WITNESS WHEREOF, this Addendum to the Agreement of Merger dated January 24, 1998, having first been duly approved by the Board of Directors of Oregold, Yellow Pine and Iron Mask, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

IRON MASK MINING COMPANY,  
an Idaho corporation

By: Robert J. Evans  
Robert J. Evans, President

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OREGOLD RESOURCES, INC.,  
a Nevada corporation

By: David B. Rogers  
David B. Rogers, Vice President

YELLOW PINE RESOURCES, INC.,  
a Montana corporation

By: Robert L. Delaney  
Robert L. Delaney, Vice President

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STATE OF Montana )  
 ) ss  
County of Missoula )

On this 24<sup>th</sup> day of January, 1998, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert J. Evans, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

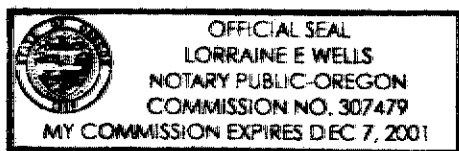
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Rosalie Dumant  
Notary Public, State of Montana  
Residing at: Missoula  
My Commission Expires: 7/4/00

STATE OF Oregon )  
 ) ss  
County of )

On this 2 day of Feb., 1998, before me, the undersigned, a Notary Public for the State of Oregon, personally appeared David B. Rogers, known to me to be the Vice President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Lorraine E. Wells  
Notary Public, State of Oregon  
Residing at: Sumpter, Oregon  
My Commission Expires: 12-7-2001

STATE OF MONTANA

)

) ss

County of Missoula

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On this 24<sup>th</sup> day of January, 1998, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert L. Delaney, known to me to be the Vice President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Buralie J. Dumont  
Notary Public, State of Montana

Residing at: Missoula, MT

My Commission Expires: 7/4/00