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 LOUIS R. VEERMAN
 JAMES D. LINXWILER
 JAMES D. DEWITT
 JOSEPH J. PERKINS, JR.
 GEORGE R. LYLE
 MICHAEL S. MCLAUGHLIN
 SUSAN M. WEST
 JOAN E. ROHLF
 MICHAEL K. NAVE
 NELLEENE A. BOOTHBY
 JONATHAN A. WOODMAN
 JEFFREY A. MAGID
 MICHELLE D. HIGUCHI
 AISHA TINKER BRAY
 STEVEN J. BOOKMAN
 MATTHEW COOPER
 CHRISTINA RANKIN
 PAMELA D. WEISS

LAW OFFICES OF
Guess & Rudd
 P.C.

510 L STREET, SUITE 700
 ANCHORAGE, ALASKA 99501-1964

TELEPHONE (907) 793-2200

FACSIMILE (907) 793-2299

July 16, 2004

W. EUGENE GUESS 1932-1975
 JOSEPH RUDD 1933-1978
 FRANCIS E. SMITH, JR. 1941-1991

OFFICES IN
 ANCHORAGE & FAIRBANKS

OF COUNSEL
 GREGORY G. SILVEY
 MARGARET S. JONES

State of Alaska
 Department of Natural Resources
 Division of Mining, Land and Water
 Attention: Director
 550 W. 7th Avenue, Suite 1070
 Anchorage, AK 99501-3577

Re: Guaranties and Opinions of counsel required under Section 22 of
 Millsite Lease ADL 416949 executed March 9, 2004

Gentlemen and Ladies:

Enclosed for your information pursuant to Section 22 of Millsite Lease ADL 416949 are originals of the following:

- (1) Guaranty of Teck Cominco Limited executed April 5, 2004, but effective for all purposes as of March 9, 2004 (the "Effective Date") ("**TCL Guaranty**");
- (2) Guaranty of Sumitomo Metal Mining Co., Ltd. Limited executed April 29, 2004, but effective for all purposes as of the Effective Date ("**SMM Guaranty**");
- (3) Guaranty of Sumitomo Corporation executed April 28, 2004, but effective for all purposes as of the Effective Date ("**SC Guaranty**");
- (4) Opinion of Peter Rozee (Vice President of Commercial and Legal Affairs for TCL) dated April 5, 2004, respecting the TCL Guaranty;
- (5) Opinion of Messrs. Sakai & Mimura dated May 21, 2004, respecting the SMM Guaranty;
- (6) Opinion of Messrs. Momo-o, Matsuo & Namba dated April 28, 2004, respecting the SC Guaranty;
- (7) Opinion of Guess & Rudd P.C. dated July 16, 2004, respecting each of the TCL Guaranty, the SMM Guaranty and the SC Guaranty.

State of Alaska, Department of Natural Resources
Division of Mining, Land and Water
Attention: Director
July 16, 2004
Page 2

If you have any questions respecting the foregoing, please contact me.

Sincerely,

GUESS & RUDD P.C.



 Joseph J. Perkins, Jr.

PARENT ENTITY GUARANTY
GUARANTY OF TECK COMINCO LIMITED

Teck-Pogo Inc., (“Teck-Pogo”), whose address is 3520 International Street, Fairbanks, AK 99701, is manager of the Pogo Joint Venture, established pursuant to that Earn-In and Joint Venture Agreement between Teck Resources Inc., Teck Corporation, Sumitomo Metal Mining America Inc. and SC Minerals America Inc. dated as of December 16, 1997, as amended (the “Pogo Joint Venture”).

The State of Alaska (“the State”), acting by and through its Department of Natural Resources (Division of Mining, Land and Water) has requested that Teck Cominco Limited (“Teck Cominco”), Sumitomo Corporation (“SC”) and Sumitomo Metal Mining Co. Ltd. (“SMM”) (Teck Cominco, SC and SMM being collectively referred to herein as the “Parent Companies” and individually as a “Parent Company”) give several guaranties of Teck-Pogo obligations under a Millsite Lease (“Lease”) effective as of March 9, 2004, by and between the State and Teck-Pogo, in its capacity as Manager of the Pogo Joint Venture, each to the extent of its Pro Rata Share of the obligations of Teck-Pogo arising under or pursuant to the Lease. For this purpose, “Pro Rata Share” means a percentage equal to the percentage of direct or indirect interest of the relevant Parent Company, or its subsidiary companies, from time to time in the Pogo Joint Venture. The Parent Companies will notify the State in writing of their respective Pro Rata Shares.

Subject to the limitations set forth in the next succeeding paragraph, Teck Cominco Limited (“Guarantor”) at the request of Teck-Pogo and the State hereby irrevocably and unconditionally guarantees to the State the full performance, fulfillment and satisfaction of all of the duties, obligations and liabilities of Teck-Pogo arising under or pursuant to the Lease.

Notwithstanding the foregoing paragraph or any other provision of this Guaranty, the liability of Guarantor hereunder shall in all respects be limited to Guarantor’s Pro Rata Share of the obligations of Teck-Pogo arising under or pursuant to the Lease. The State acknowledges that the other Parent Companies have provided guaranties similar in form to this Guaranty in respect of their respective Pro Rata Shares of the obligations and liabilities of Teck-Pogo arising under or pursuant to the Lease, and that the liability of Guarantor and the other Parent Companies under their respective guaranties is in all respects several, and not joint or joint and several.

If for any reason any duty, obligation, or liability of Teck-Pogo under the Lease is not performed, fulfilled, or satisfied by Teck-Pogo within the time or in the manner required Guarantor shall perform, fulfill, or satisfy (or cause to be performed, fulfilled, or satisfied) each of such duties, obligations, and liabilities; provided, however, that (1) the State must first make demand upon Teck-Pogo before making demand on Guarantor; (2) if Teck-Pogo in good faith denies that any such duty, obligation, or liability exists or has not been performed, fulfilled, or satisfied by Teck-Pogo within the time or in the manner required, and if Teck-Pogo requests a hearing under Section 19 of the Lease, the State must proceed under Section 19 (e) and (f) of the Lease before demanding performance, fulfillment, or satisfaction from Guarantor; (3) Guarantor

shall be entitled to the benefit of any stay obtained by Teck-Pogo under Alaska law, including but not limited to a stay obtained under 11 AAC 02 or any Alaska rule of court but specifically excluding a stay imposed under bankruptcy law; and (4) Guarantor shall be entitled to any and all benefits arising by virtue of any defense, set-off, counterclaim, or cross-claim available to Teck-Pogo except failure of consideration or bankruptcy of Teck-Pogo (collectively hereinafter referred to as "defense") except that Guarantor shall be bound by any prior judicial determination, if any, concerning any such defense asserted by Teck-Pogo.

Guarantor agrees that so long as this Guaranty is in force it shall not dispose of its interest in the Pogo Joint Venture (other than to SMM or SC or their subsidiaries or affiliates) and this Guaranty shall not be discharged, limited, or reduced except upon complete performance of the duties, obligations, and liabilities of Teck-Pogo guaranteed hereby or upon the full and complete replacement hereof with either

- (A) a guaranty in the same form executed by a guarantor (1) with a debt to equity ratio of no more than 1 as revealed by the succeeding guarantor's most current year's annual financial statement audited by a certified public accountant prepared in accordance with generally accepted accounting principles and providing an unqualified opinion and (2) having or capable of having (as shown by the succeeding guarantor to the reasonable satisfaction of the State) a credit rating from Standard & Poor's or a comparable rating agency equal to or better than BBB, or

- (B) if the proposed replacement guarantor does not meet the tests set out in (A) (1) and (2) above, then (1) a guaranty executed by the proposed replacement guarantor in the same form and (2) a letter of credit issued by a bank, in accordance with 11 AAC 97.410, in an amount equal to Guarantor's Pro Rata Share of then current reclamation estimate less amount of bonds and trust monies.

The provisions of the Lease and other state authorizations identified therein may be changed as allowed by law without the consent of or notice to Guarantor and this Guaranty shall guarantee the performance of the Lease as changed. Guarantor warrants that it has adequate means to obtain from Teck-Pogo on a continuing basis information concerning the Lease and other authorizations identified therein and that it is not relying upon the State to provide such information, now or in the future.

This Guaranty shall not be affected by the State's delay or failure to enforce any of its rights except to the extent such delay or failure gives rise to a defense available to Teck-Pogo.

If the Lease terminates and the State has any rights against Teck-Pogo with respect to any duty, obligation, or liability of Teck-Pogo arising under the Lease, the State can enforce those rights against Guarantor pursuant hereto, to the extent of Guarantor's Pro Rata Share.

Guarantor waives any right it may have to require the State to proceed against or exhaust any bond or other security that the State holds from Teck-Pogo or to pursue any other remedy in the State's power. Until all Teck-Pogo's obligations under the Lease have been discharged in full, Guarantor has no right of subrogation against any bond or other security that the State may hold. Guarantor waives all presentments, notices of dishonor, notices of nonperformance, demands for performance except as specified herein, protests, notices of protest and notices of acceptance of the Guaranty.

If Teck-Pogo disposes of its interest in the Lease in whole or in part, "Teck-Pogo" as used in this Guaranty, shall mean Teck-Pogo's successors or Teck-Pogo and concurrent interest holders, as applicable.

Guarantor hereby waives any defense based upon any act or omission of the State (except acts or omissions in bad faith) which materially increases the scope of Guarantor's risk, including negligent administration of the Lease and other authorizations identified therein.

This Guaranty shall be in addition to and without prejudice to any other security given by anyone (including but not limited to Teck-Pogo) to the State and held at any time by the State in connection with any such duty, obligation, and liability.

This Guaranty shall be interpreted, construed, and enforced in accordance with the laws of the State of Alaska. Venue for any civil action relating to this Guaranty shall be in the Fourth Judicial District, State of Alaska.

This Guaranty shall be binding upon Guarantor and the successors and assigns of Guarantor and shall inure to the benefit of the State and its successors and assigns. All notices required or permitted to be given pursuant to this Guaranty shall be in writing and shall be addressed respectively as follows:

GUARANTOR: Teck Cominco Limited
Suite 600 - 200 Burrard Street
Vancouver, BC V6C 3L9
Attn: Corporate Secretary

Or

Facsimile: (604) 687-6100
Telephone: (604) 687-1117

THE STATE: State of Alaska
Department of Natural Resources
Division of Mining, Land and Water
Attn: Director
550 W 7th Avenue, Suite 1070
Anchorage, AK 99501-3577

Or

Facsimile: (907) 269-8904
Telephone: (907) 269-8600

All notices shall be given (a) by personal delivery to the addressee, (b) by electric communication, with a confirmation sent by registered or certified mail return receipt requested, or (c) by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery if delivered during normal business hours or on the next business day following delivery if not delivered during normal business hours, (b) if by electronic communication, on the next business day following

the day of receipt (said day of receipt being the day of receipt at the office of the recipient) of the electronic communication, and (c) if solely by mail, on the next business day after actual receipt.

This writing is intended by the parties to be the final expression of this Guaranty, and is intended as a complete and exclusive statement of the terms of this Guaranty. There are no conditions to the full effectiveness of this Guaranty other than those contained therein.

EXECUTED this 5th day of April, 2004, but effective for all purposes as to the Effective Date (as defined in the Lease) of the Lease.

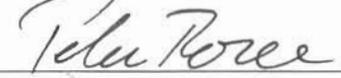
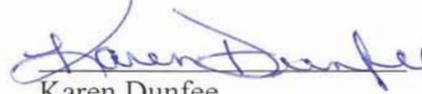
ATTEST

By:



TECK COMINCO LIMITED

By:


Peter Rozee

Karen Dunfee

VANCOUVER

)

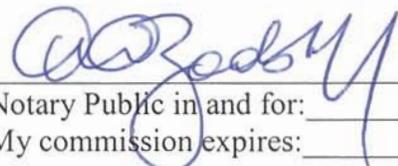
) ss.

BRITISH COLUMBIA

)

THIS CERTIFIES that on the 5th day of April, 2004, at Vancouver, British Columbia, the foregoing instrument was acknowledged before me by Peter Rozee and Karen Dunfee, the Vice President, Commercial and Legal Affairs, and Corporate Secretary, respectively, of Teck Cominco Limited, on behalf of said corporation.

GIVEN UNDER MY HAND and office seal the day and year last above written.


Notary Public in and for: _____
My commission expires: _____

ANTHONY A. ZOGBKOFF
A Notary Public in and for the Province of British Columbia
My commission is not limited as to time

c/o Teck Cominco Limited 600 - 200 Burrard Street
Vancouver, B.C. V6C 3L9
7 Tel.: 604-685-3043 Fax: 604-844-2509

GUARANTY OF SUMITOMO CORPORATION

Teck-Pogo Inc., ("Teck-Pogo"), whose address is 3520 International Street, Fairbanks, AK 99701, is manager of the Pogo Joint Venture, established pursuant to that Earn-In and Joint Venture Agreement between Teck Resources Inc., Teck Corporation, Sumitomo Metal Mining America Inc. and SC Minerals America Inc. dated as of December 16, 1997, as amended (the "Pogo Joint Venture").

The State of Alaska ("the State"), acting by and through its Department of Natural Resources (Division of Mining, Land and Water) has requested that Teck Cominco Limited ("Teck Cominco"), Sumitomo Corporation ("SC") and Sumitomo Metal Mining Co. Ltd. ("SMM") (Teck Cominco, SC and SMM being collectively referred to herein as the "Parent Companies" and individually as a "Parent Company") give several guaranties of Teck-Pogo obligations under a Millsite Lease ("Lease") effective as of March 9, 2004, by and between the State and Teck-Pogo, in its capacity as Manager of the Pogo Joint Venture, each to the extent of its Pro Rata Share of the obligations of Teck-Pogo arising under or pursuant to the Lease. For this purpose, "Pro Rata Share" means a percentage equal to the percentage of direct or indirect interest of the relevant Parent Company, or its subsidiary companies, from time to time in the Pogo Joint Venture. The Parent Companies will notify the State in writing of their respective Pro rata Shares.

Subject to the limitations set forth in the next succeeding paragraph, SC ("Guarantor") at the request of Teck-Pogo and the State hereby irrevocably and unconditionally guarantees to the

State the full performance, fulfillment and satisfaction of all of the duties, obligations and liabilities of Teck-Pogo arising under or pursuant to the Lease.

Notwithstanding the foregoing paragraph or any other provision of this Guaranty, the liability of Guarantor hereunder shall in all respects be limited to Guarantor's Pro Rata Share of the obligations of Teck-Pogo arising under or pursuant to the Lease. The State acknowledges that the other Parent Companies have provided guaranties similar in form to this Guaranty in respect of their respective Pro Rata Shares of the obligations and liabilities of Teck-Pogo arising under or pursuant to the Lease, and that the liability of Guarantor and the other Parent Companies under their respective guaranties is in all respects several, and not joint or joint and several.

If for any reason any duty, obligation, or liability of Teck-Pogo under the Lease is not performed, fulfilled, or satisfied by Teck-Pogo within the time or in the manner required Guarantor shall perform, fulfill, or satisfy (or cause to be performed, fulfilled, or satisfied) each of such duties, obligations, and liabilities; provided, however, that (1) the State must first make demand upon Teck-Pogo before making demand on Guarantor, (2) if Teck-Pogo in good faith denies that any such duty, obligation, or liability exists or has not been performed, fulfilled, or satisfied by Teck-Pogo within the time or in the manner required, and if Teck-Pogo requests hearing under Section 19 of the Lease, the State must proceed under Section 19 (e) and (f) of the Lease before demanding performance, fulfillment, or satisfaction from Guarantor; (3) Guarantor shall be entitled to the benefit of any stay obtained by Teck-Pogo under Alaska law, including but not limited to a stay obtained under 11 AAC 02 or any Alaska rule of court but specifically

excluding a stay imposed under bankruptcy law, and (4) Guarantor shall be entitled to any and all benefits arising by virtue of any defense, set-off, counterclaim, or cross-claim available to Teck-Pogo except failure of consideration or bankruptcy of Teck-Pogo (collectively hereinafter referred to as "defense") except that Guarantor shall be bound by any prior judicial determination, if any, concerning any such defense asserted by Teck-Pogo.

Guarantor agrees that so long as this Guaranty is in force it shall not dispose of its interest in the Pogo Joint Venture (other than to Teck Cominco or SMM or their affiliates) and this Guaranty shall not be discharged, limited, or reduced except upon complete performance of the duties, obligations, and liabilities of Teck-Pogo guaranteed hereby or upon the full and complete replacement hereof with either

- (A) a guaranty in the same form executed by a guarantor (1) with a debt to equity ratio of no more than 1 as revealed by the succeeding guarantor's most current year's annual financial statement audited by a certified public accountant prepared in accordance with generally accepted accounting principles and providing an unqualified opinion and (2) having or capable of having (as shown by the succeeding guarantor to the reasonable satisfaction of the State) a credit rating from Standard & Poor's or a comparable rating agency equal to or better than BBB; or
- (B) If the proposed replacement guarantor does not meet the rests set out in (A) (1) and (2) above, then (1) a guaranty executed by the proposed replacement guarantor in the same form and (2) a letter of credit issued by a bank, in

accordance with 11 AAC 97.410, in an amount equal to Guarantor's Pro Rata Share of then current reclamation estimate less amount of bonds and trust monies.

The provisions of the Lease and other state authorizations identified therein may be changed as allowed by law without the consent of or notice to Guarantor and this guaranty shall guarantee the performance of the Lease as changed. Guarantor warrants that it has adequate means to obtain from Teck-Pogo on a continuing basis information concerning the Lease and other authorizations identified therein and that it is not relying upon the State to provide such information, now or in the future.

This guaranty shall not be affected by the State's delay or failure to enforce any of its rights except to the extent such delay or failure gives rise to a defense available to Teck-Pogo.

If the Lease terminates and the State has any rights against Teck-Pogo with respect to any duty, obligation, or liability of Teck-Pogo arising under the Lease, the State can enforce those rights against Guarantor pursuant hereto, to the extent of Guarantor's Pro Rata Share.

Guarantor waives any right it may have to require the State to proceed against or exhaust any bond or other security that the State holds from Teck-Pogo or to pursue any other remedy in the State's power. Until all Teck-Pogo's obligations under the Lease have been discharged in full, Guarantor has no right of subrogation against any bond or other security that the State may hold. Guarantor waives all presentments, notices of dishonor, notices of nonperformance, demands for

performance except as specified herein, protests, notices of protest and notices of acceptance of the Guaranty.

If Teck-Pogo disposes of its interest in the Lease in whole or in part, "Teck-Pogo" as used in this guaranty, shall mean Teck-Pogo's successors or Teck-Pogo and concurrent interest holders, as applicable.

Guarantor hereby waives any defense based upon any act or omission of the State (except acts or omissions in bad faith) which materially increases the scope of Guarantor's risk, including negligent administration of the Lease and other authorizations identified therein.

This Guaranty shall be in addition to and without prejudice to any other security given by anyone (including but not limited to Teck-Pogo) to the State and held at any time by the State in connection with any such duty, obligation, and liability.

This Guaranty shall be interpreted, construed, and enforced in accordance with the laws of the State of Alaska. Venue for any civil action relating to this guarantee shall be in the Fourth Judicial District, State of Alaska.

This Guaranty shall be binding upon Guarantor and the successors and assigns of Guarantor and shall inure to the benefit of the State and its successors and assigns. All notices required or permitted to be given pursuant to this Guaranty shall be in writing and shall be addressed respectively as follows:

SC: Sumitomo Corporation
Attn: Non-Ferrous Metals & Raw Materials Dept.
1-8-11, Harumi, Chuo-ku
Tokyo 104-8610, Japan

Or

Facsimile: +81 (3) 5166-6423
Telephone: +81 (3) 5166-4298

THE STATE: State of Alaska
Department of Natural Resources
Division of Mining, Land and Water
Attn: Director
550 W 7th Avenue, Suite 1070
Anchorage, AK 99501-3577

Or

Facsimile: (907) 269-8904
Telephone: (907) 269-8600

All notices shall be given (a) by personal delivery to the addressee, (b) by electric communication, with a confirmation sent by registered or certified mail return receipt requested, or (c) by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery if delivered during normal business hours or on the next business day following delivery if not delivered during normal business hours, (b) if by electronic communication, on the next business day following the day of receipt (said day of receipt being the day of receipt at the office of the recipient) of the electronic communication, and (c) if solely by mail, on the next business day after actual receipt.

PROVINCE OF)
)
BRITISH COLUMBIA)

THIS CERTIFIES that on the 28th day of April, 2004, at Vancouver, British Columbia, the foregoing instrument was acknowledged before me by Shiro Yukita, the president of Sumitomo Canada Ltd., and an authorized signatory of Sumitomo Corporation, a Japanese corporation, on behalf of said corporation.

GIVEN UNDER MY HAND and office seal the day and year last above written.



Ken V. Krohman, Notary Public in and for
the Province of British Columbia
My commission does not expire

GUARANTY OF SUMITOMO METAL MINING CO., LTD.

Teck-Pogo Inc., ("Teck-Pogo"), whose address is 3520 International Street, Fairbanks, AK 99701, is manager of the Pogo Joint Venture, established pursuant to that Earn-In and Joint Venture Agreement between Teck Resources Inc., Teck Corporation, Sumitomo Metal Mining America Inc. and SC Minerals America Inc. dated as of December 16, 1997, as amended (the "Pogo Joint Venture").

The State of Alaska ("the State"), acting by and through its Department of Natural Resources (Division of Mining, Land and Water) has requested that Teck Cominco Limited ("Teck Cominco"), Sumitomo Corporation ("SC") and Sumitomo Metal Mining Co. Ltd. ("SMM") (Teck Cominco, SC and SMM being collectively referred to herein as the "Parent Companies" and individually as a "Parent Company") give several guaranties of Teck-Pogo obligations under a Millsite Lease ("Lease") effective as of March 9, 2004, by and between the State and Teck-Pogo, in its capacity as Manager of the Pogo Joint Venture, each to the extent of its Pro Rata Share of the obligations of Teck-Pogo arising under or pursuant to the Lease. For this purpose, "Pro Rata Share" means a percentage equal to the percentage of direct or indirect interest of the relevant Parent Company, or its subsidiary companies, from time to time in the Pogo Joint Venture. The Parent Companies will notify the State in writing of their respective Pro rata Shares.

Subject to the limitations set forth in the next succeeding paragraph, SMM (“Guarantor”) at the request of Teck-Pogo and the State hereby irrevocably and unconditionally guarantees to the State the full performance, fulfillment and satisfaction of all of the duties, obligations and liabilities of Teck-Pogo arising under or pursuant to the Lease.

Notwithstanding the foregoing paragraph or any other provision of this Guaranty, the liability of Guarantor hereunder shall in all respects be limited to Guarantor’s Pro Rata Share of the obligations of Teck-Pogo arising under or pursuant to the Lease. The State acknowledges that the other Parent Companies have provided guaranties similar in form to this Guaranty in respect of their respective Pro Rata Shares of the obligations and liabilities of Teck-Pogo arising under or pursuant to the Lease, and that the liability of Guarantor and the other Parent Companies under their respective guaranties is in all respects several, and not joint or joint and several.

If for any reason any duty, obligation, or liability of Teck-Pogo under the Lease is not performed, fulfilled, or satisfied by Teck-Pogo within the time or in the manner required Guarantor shall perform, fulfill, or satisfy (or cause to be performed, fulfilled, or satisfied) each of such duties, obligations, and liabilities; provided, however, that (1) the State must first make demand upon Teck-Pogo before making demand on Guarantor, (2) if Teck-Pogo in good faith denies that any such duty, obligation, or liability exists or has not been performed, fulfilled, or satisfied by Teck-Pogo within the time or in the manner required, and if Teck-Pogo requests hearing under Section 19 of the Lease, the State must proceed under Section 19 (e) and (f) of the Lease before demanding performance, fulfillment, or satisfaction from Guarantor; (3) Guarantor

shall be entitled to the benefit of any stay obtained by Teck-Pogo under Alaska law, including but not limited to a stay obtained under 11 AAC 02 or any Alaska rule of court but specifically excluding a stay imposed under bankruptcy law, and (4) Guarantor shall be entitled to any and all benefits arising by virtue of any defense, set-off, counterclaim, or cross-claim available to Teck-Pogo except failure of consideration or bankruptcy of Teck-Pogo (collectively hereinafter referred to as "defense") except that Guarantor shall be bound by any prior judicial determination, if any, concerning any such defense asserted by Teck-Pogo.

Guarantor agrees that so long as this Guaranty is in force it shall not dispose of its interest in the Pogo Joint Venture (other than to Teck Cominco or SC or their affiliates) and this Guaranty shall not be discharged, limited, or reduced except upon complete performance of the duties, obligations, and liabilities of Teck-Pogo guaranteed hereby or upon the full and complete replacement hereof with either

- (A) a guaranty in the same form executed by a guarantor (1) with a debt to equity ratio of no more than 1 as revealed by the succeeding guarantor's most current year's annual financial statement audited by a certified public accountant prepared in accordance with generally accepted accounting principles and providing an unqualified opinion and (2) having or capable of having (as shown by the succeeding guarantor to the reasonable satisfaction of the State) a credit rating from Standard & Poor's or a comparable rating agency equal to or better than BBB; or

- (B) If the proposed replacement guarantor does not meet the rests set out in (A) (1) and (2) above, then (1) a guaranty executed by the proposed replacement guarantor in the same form and (2) a letter of credit issued by a bank, in accordance with 11 AAC 97.410, in an amount equal to Guarantor's Pro Rata Share of then current reclamation estimate less amount of bonds and trust monies.

The provisions of the Lease and other state authorizations identified therein may be changed as allowed by law without the consent of or notice to Guarantor and this guaranty shall guarantee the performance of the Lease as changed. Guarantor warrants that it has adequate means to obtain from Teck-Pogo on a continuing basis information concerning the Lease and other authorizations identified therein and that it is not relying upon the State to provide such information, now or in the future.

This guaranty shall not be affected by the State's delay or failure to enforce any of its rights except to the extent such delay or failure gives rise to a defense available to Teck-Pogo.

If the Lease terminates and the State has any rights against Teck-Pogo with respect to any duty, obligation, or liability of Teck-Pogo arising under the Lease, the State can enforce those rights against Guarantor pursuant hereto, to the extent of Guarantor's Pro Rata Share.

Guarantor waives any right it may have to require the State to proceed against or exhaust any bond or other security that the State holds from Teck-Pogo or to pursue any other remedy in the State's power. Until all Teck-Pogo's obligations under the Lease have been discharged in full, Guarantor has no right of subrogation against any bond or other security that the State may hold. Guarantor waives all presentments, notices of dishonor, notices of nonperformance, demands for performance except as specified herein, protests, notices of protest and notices of acceptance of the Guaranty.

If Teck-Pogo disposes of its interest in the Lease in whole or in part, "Teck-Pogo" as used in this guaranty, shall mean Teck-Pogo's successors or Teck-Pogo and concurrent interest holders, as applicable.

Guarantor hereby waives any defense based upon any act or omission of the State (except acts or omissions in bad faith) which materially increases the scope of Guarantor's risk, including negligent administration of the Lease and other authorizations identified therein.

This Guaranty shall be in addition to and without prejudice to any other security given by anyone (including but not limited to Teck-Pogo) to the State and held at any time by the State in connection with any such duty, obligation, and liability.

This Guaranty shall be interpreted, construed, and enforced in accordance with the laws of the State of Alaska. Venue for any civil action relating to this guarantee shall be in the Fourth Judicial District, State of Alaska.

This Guaranty shall be binding upon Guarantor and the successors and assigns of Guarantor and shall inure to the benefit of the State and its successors and assigns. All notices required or permitted to be given pursuant to this Guaranty shall be in writing and shall be addressed respectively as follows:

SMM: Sumitomo Metal Mining Co., Ltd.
Attn: Mineral Resources Div.
11-3, Shimbashi 5-chome, Minato-ku
Tokyo 105-8716, Japan

Or

Facsimile: +81 (3) 3436-7805
Telephone: +81 (3) 3436-7997

THE STATE: State of Alaska
Department of Natural Resources
Division of Mining, Land and Water
Attn: Director
550 W 7th Avenue, Suite 1070
Anchorage, AK 99501-3577

Or

Facsimile: (907) 269-8904
Telephone: (907) 269-8600

All notices shall be given (a) by personal delivery to the addressee, (b) by electric communication, with a confirmation sent by registered or certified mail return receipt requested, or (c) by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery if delivered during normal business hours or on the next business day following delivery if not delivered during normal business hours, (b) if by electronic communication, on the next business day following

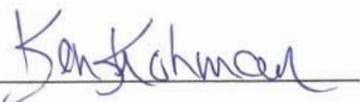
the day of receipt (said day of receipt being the day of receipt at the office of the recipient) of the electronic communication, and (c) if solely by mail, on the next business day after actual receipt.

This writing is intended by the parties to be the final expression of this Guaranty, and is intended as a complete and exclusive statement of the terms of this Guaranty. There are no conditions to the full effectiveness of this Guaranty other than those contained therein.

EXECUTED this 29th day of April, 2004, but effective for all purposes as to the Effective Date (as defined in the Lease) of the Lease.

ATTEST

SUMITOMO METAL MINING CO., LTD.

By: 

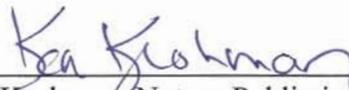
By: 

By: _____

PROVINCE OF)
)
BRITISH COLUMBIA)

THIS CERTIFIES that on the 29th day of April, 2004, at Vancouver, British Columbia, the foregoing instrument was acknowledged before me by Masayuki Hisatsune, an authorized signatory of Sumitomo Metal Mining Co., Ltd., a Japanese corporation, on behalf of said corporation.

GIVEN UNDER MY HAND and office seal the day and year last above written.



Ken V. Krohman, Notary Public in and for
the Province of British Columbia
My commission does not expire

April 5, 2004

Guess & Rudd
510 L Street
Seventh Floor
Anchorage, AK 99501-1964

Attention: Joe Perkins

State of Alaska
Department of Natural Resources
Division of Mining, Land and Water
550 W. 7th Avenue, Suite 1070
Anchorage, AK 99501-3577

Attention: Director

Dear Sirs:

Re: Teck-Pogo Inc. ("**Teck-Pogo**") and Teck Cominco Limited (the "**Guarantor**")
Guarantee of Millsite Lease ADL 46949, dated for reference April 5, 2004 (the "**Lease**")

I am Vice President, Commercial and Legal Affairs of the Guarantor, and have acted in this capacity in connection with the execution and delivery by the Guarantor of that certain Guarantee dated for reference April 5, 2004 of the liability and obligations of Teck-Pogo arising under or pursuant to, in connection with or with respect to the Lease.

I have examined and relied on a certificate of compliance issued in respect of the Guarantor pursuant to the *Canada Business Corporations Act* and certified copies of resolutions of the executive committee of the board of directors of the Guarantor and such other corporate records, agreements and instruments, certificates and other material as I have deemed necessary as a basis for the opinions expressed herein.

In all examinations, I have assumed the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as notarial, certified, photostatic or telecopied copies thereof, the authenticity of the originals of such documents and the genuineness of all signatures thereon. I have also assumed that the certificate of compliance referred to above continues to be accurate as of the date of this opinion.

I am qualified to practise law in the Province of British Columbia and do not express any opinion with respect to laws other than the laws of the Province of British Columbia and the laws of Canada applicable therein.

Based upon the foregoing, I am of the opinion that, on the date hereof:

1. The Guarantor is a subsisting corporation under the laws of Canada and has full corporate power and corporate authority to own its properties and assets and to carry on business as now carried on by it.
2. The Guarantor is duly registered as an extra-provincial company under the *Company Act* (British Columbia) and is in good standing with the office of the British Columbia Registrar of Companies with respect to the filing of annual reports.
3. The Guarantor has full corporate power and corporate authority to authorize, execute and deliver the Guarantee and to do, observe and perform all acts and things as are required or contemplated thereunder to be done, observed and performed by it.
4. The Guarantor has taken all necessary corporate action to authorize the execution, delivery and performance of the Guarantee and the Guarantee has been duly executed and delivered by the Guarantor. No shareholder approval is required in respect of any such action and no such action is in contravention of or in conflict with the constating documents or by-laws of the Guarantor or any law, regulation, rule or order binding upon it.

This opinion is rendered solely for use by the addressees hereof in connection with the Lease and the Guarantee, and may not be relied on by any other person or for any other purpose.

Yours very truly,



Peter Rozee
Vice President, Commercial and Legal Affairs

SAKAI & MIMURA

9TH FLOOR, OTEMACHI TATEMONO TORANOMON BLDG.
6-12 TORANOMON 1-CHOME
MINATO-KU, TOKYO 105-0001 JAPAN

TELEPHONE: +81-3-3519-8321

FACSIMILE: +81-3-3519-8322

E-MAIL: sakai.h@sakailaw.com

May 21, 2004

STATE OF ALASKA
Department of Natural Resources
Division of Mining, Land and Water
550 W. 7th Avenue, Suite 1070
Anchorage AK 99501-3577

Attention: Director

Re: Pogo Mine Project Millsite Lease ADL 416949 Issued to Teck-Pogo Inc. ("Lease");
Good Standing Opinion in Respect of Sumitomo Metal Mining Co., Ltd. ("SMM")

Dear Sirs:

We have acted as counsel in Japan for SMM in connection with the captioned matter, and have been asked to provide the good standing opinion required under Section 22, b, of the Lease in respect of SMM, as a Parent Entity (as defined in the Lease).

In connection with this opinion, we have reviewed and/or relied on the following:

- a) a copy of the Lease,
- b) a copy of the guaranty provided by SMM under Section 22, a, of the Lease ("Guaranty"),
- c) an excerpt from the minutes of a meeting of the board of directors of SMM passing a resolution approving the Pogo Mine Project and the provision of the Guaranty in connection with the Lease,
- d) a certified copy of the un-abridged company registration of SMM as of March 24, 2004,
- e) a copy of the articles of incorporation of SMM,
- f) such other corporate records, agreements and instruments, certificates and other material as we have deemed necessary or desirable, and

- g) such statements and confirmations from officers of SMM, and such other matters of fact and law, as we have deemed appropriate for the purposes of this opinion.

We are qualified to practice law in Japan, and we do not express any opinion with respect to the laws of any other jurisdiction, and this opinion is limited to matters of Japanese law under the laws of Japan in force as of the date hereof.

Based on the above, and subject to the qualifications set out below, our opinion is as follows:

1. SMM is a company limited by shares, duly established and validly existing under the laws of Japan.
2. SMM has full corporate power and authority to issue the Guaranty of the performance by Teck-Pogo of its obligations and responsibilities under the Lease, which power and authority, and the execution, delivery, and performance by SMM of the Guaranty, and performance of the obligations under the Lease in the event of a demand made to SMM under the Guaranty, have been duly authorized by all proper and necessary corporate action, and do not contravene any law, regulation, rule, or order binding on SMM or its Articles of Incorporation.
3. The execution by SMM of the Guaranty, and performance of the obligations under the Lease in the event of a demand made to SMM under the Guaranty, constitute the valid, legal, and binding obligations of SMM, enforceable in accordance with their terms, subject to (i) applicable bankruptcy, insolvency, moratorium, or other similar laws affecting the enforcement of creditor rights generally, (ii) laws imposing duties to act in good faith or in a commercially reasonable manner, and (iii) laws respecting or affecting the procedural or remedial provisions of the Guaranty or Lease.

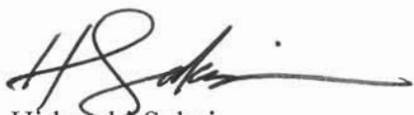
This opinion is subject to the following qualifications:

- 1) We note that the concept of "good standing", as we understand it to be used in the United States of America in connection with a certificate of good standing or similar certification, is not used in Japan. Our above opinion is based on an examination of such documents and receipt of such assurances from appropriate officers of SMM as are normally considered good and sufficient to confirm the legal validity and enforceability of an action, such as the issuance of the Guaranty and/or performance of the Lease, taken by SMM.
- 2) We have assumed, based on the assurance of an officer of SMM, that the Lease and Guaranty have been executed in the same forms as reviewed by us, and that there has been no subsequent resolution or other action of the board of directors of SMM that revises, limits, or otherwise changes in any material way the contents of the minutes reviewed by us.
- 3) We have assumed that the Lease and Guaranty are legal and valid under the laws

by which they are stated to be governed.

This opinion is provided solely in connection with the Lease and Guaranty, in respect of the matters specifically set out above, and is not to be used in relation to any other matter or fact situation.

Sincerely yours,
Sakai & Mimura

A handwritten signature in black ink, appearing to read 'H. Sakai', with a long horizontal flourish extending to the right.

Hideyuki Sakai
Managing Partner



MOMO-O, MATSUO & NAMBA

KOJIMACHI DIAMOND BUILDING 6F, 4-1 KOJIMACHI
CHIYODA-KU, TOKYO 102-0083, JAPAN
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E-MAIL : mmn@mmn-law.gr.jp
URL : www.mmn-law.gr.jp

April 28, 2004

GUESS & RUDD
510 L Street
Seventh Floor
Anchorage AK 99501-1964

Attention: Joe Perkins

STATE OF ALASKA
Department of Natural Resources
Division of Mining, Land and Water
550 W. 7th Avenue, Suite 1070
Anchorage AK 99501-3577

Attention: Director

Dear Sirs:

**Re: SC Pogo, LLC (“SC Pogo”) and Sumitomo Corporation (the “Guarantor”)
Guarantee of Millsite Lease ADL 46949, dated for reference April 28, 2004 (the “Lease”)**

I am an independent legal counsel of the Guarantor, and have acted in this capacity in connection with the execution and delivery by the Guarantor of that certain Guarantee dated for reference April 28, 2004 of the liability and obligations of SC Pogo arising under or pursuant to, in connection with or with respect to the Lease.

I have examined and relied on corporate records, agreements and instruments, certificates and other material of the Guarantor as I have deemed necessary as a basis for the opinions expressed herein.

In all examinations, I have assumed the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as notarial, certified, photo static or telecopied copies thereof, the authenticity of the originals of such documents and the genuineness of all signatures thereon. I have also assumed that those documents referred to above continue to be accurate as of the date of this opinion.

I am qualified to practice law in Japan and do not express any opinion with respect to laws other than the laws of Japan effective as of the date of this opinion applicable therein.

Based on the foregoing, I am of the opinion that, on the date hereof:

1. The Guarantor is a validly existing company under the laws of Japan and has full corporate power and corporate authority to own its properties and assets and to carry on business as now carried on by it.
2. The Guarantor is duly registered as a stock company under the laws of Japan with Chiyoda Branch Office of Tokyo Legal Affairs of Bureau.
3. The Guarantor has full corporate power and corporate authority to authorize, execute and deliver the Guarantee and to do, observe and perform all acts and things as are required or contemplated here under to be done, observed and performed by it.
4. The Guarantor has taken all necessary corporate action to authorize the execution, delivery and performance of the Guarantee and the Guarantee has been duly executed and delivered by the Guarantor. No shareholder approval is required in respect of any such action and no such action is in contravention of or in conflict with the constitutional documents or Articles of Incorporation of the Guarantor or any law, regulation or, rule binding upon it.

This opinion is rendered solely for use by the addressee hereof in connection with the Lease and the Guarantee, and may not be relied on by any other person or for any other purpose.

Yours very truly,



Shuichi Namba

GARY A. ZIPKIN
 LOUIS R. VEERMAN
 JAMES D. LINXWILER
 JAMES D. DEWITT
 JOSEPH J. PERKINS, JR.
 GEORGE R. LYLE
 MICHAEL S. MCLAUGHLIN
 SUSAN M. WEST
 JOAN E. ROHLF
 MICHAEL K. NAVE
 NELLEENE A. BOOTHBY
 JONATHAN A. WOODMAN
 JEFFREY A. MAGID
 MICHELLE D. HIGUCHI
 AISHA TINKER BRAY
 STEVEN J. BOOKMAN
 MATTHEW COOPER
 CHRISTINA RANKIN
 PAMELA D. WEISS

LAW OFFICES OF
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W. EUGENE GUESS 1932-1975
 JOSEPH RUDD 1933-1978
 FRANCIS E. SMITH, JR. 1941-1991

OFFICES IN
 ANCHORAGE & FAIRBANKS

OF COUNSEL
 GREGORY G. SILVEY
 MARGARET S. JONES

July 16, 2004

(effective as of the Effective Date noted below)

State of Alaska
 Department of Natural Resources
 Division of Mining, Land and Water
 Attention: Director
 550 W. 7th Avenue, Suite 1070
 Anchorage, AK 99501-3577

Re: Opinion of Alaska counsel in connection with Guaranties
 delivered pursuant to Section 22 of Millsite Lease ADL 416949
 executed March 9, 2004

Gentlemen and Ladies:

We have acted as special Alaska counsel for Teck Cominco Limited ("**TCL**") (a corporation organized under the laws of Canada), Sumitomo Metal Mining Co., Ltd. ("**SMM**") (a corporation organized under the laws of Japan), and Sumitomo Corporation ("**SC**") (a corporation organized under the laws of Japan) in connection with the following guaranties (each of which is referred to herein as a "**Guaranty**" and all of which collectively are referred to herein as "**Guaranties**") that have been executed and delivered pursuant to Section 22 of that certain Pogo Mine Project Millsite Lease ADL 416949 (the "**Millsite Lease**") granted by the State of Alaska to Teck-Pogo Inc. ("**Teck-Pogo**") effective as of March 9, 2004 ("**Effective Date**"):

- (1) Guaranty of Teck Cominco Limited executed April 5, 2004, but effective for all purposes as of the Effective Date ("**TCL Guaranty**");
- (2) Guaranty of Sumitomo Metal Mining Co., Ltd. Limited executed April 29, 2004, but effective for all purposes as of the Effective Date ("**SMM Guaranty**");
- (3) Guaranty of Sumitomo Corporation executed April 28, 2004, but effective for all purposes as of the Effective Date ("**SC Guaranty**").

Originals of the Guaranties are enclosed with this opinion.

State of Alaska, Department of Natural Resources
Division of Mining, Land and Water
Attention: Director
July 16, 2004 (effective as of March 9, 2004)
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Definitions

In this opinion terms defined in the Millsite Lease and not otherwise defined herein shall have the same meaning as in the Millsite Lease.

Materials Reviewed

We have examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

- A. the Millsite Lease;
- B. the TCL Guaranty;
- C. the SMM Guaranty;
- D. the SC Guaranty.

In addition, for purposes of this opinion we have examined and relied upon without further inquiry the following opinions of counsel delivered in connection with the noted Guaranties, insofar as said opinions of counsel pertain to or address matters arising under laws other than the laws of the United States or the State of Alaska:

- E. Opinion of Peter Rozee (Vice President of Commercial and Legal Affairs for TCL) dated April 5, 2004, delivered in connection with the TCL Guaranty;
- F. Opinion of Messrs. Sakai & Mimura dated May 21, 2004, delivered in connection with the SMM Guaranty;
- G. Opinion of Messrs. Momo-o, Matsuo & Namba dated April 28, 2004, delivered in connection with the SC Guaranty.

Originals of each of these three opinions of counsel are enclosed with this opinion. Opinions set forth in any of these three opinions of counsel are not restated herein.

In connection with this opinion we have assumed the genuineness of all signatures on documents A through G described above and the authenticity of documents B through G described above.

State of Alaska, Department of Natural Resources
Division of Mining, Land and Water
Attention: Director
July 16, 2004 (effective as of March 9, 2004)
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Scope of this Opinion

The opinions expressed herein are expressed only with respect to the laws of the United States and the State of Alaska in effect on the date of this opinion.

Opinion

Based upon the foregoing, it is our opinion as of the Effective Date as follows:

1. (a) The execution, delivery, and performance by TCL of the TCL Guaranty do not contravene or conflict with any law, regulation, rule or order binding upon TCL.
(b) The execution, delivery, and performance by SMM of the SMM Guaranty do not contravene or conflict with any law, regulation, rule or order binding upon SMM.
(c) The execution, delivery, and performance by SC of the SC Guaranty do not contravene or conflict with any law, regulation, rule or order binding upon SC.
2. (a) The TCL Guaranty constitutes the legal, valid, and binding obligation of TCL, enforceable against TCL in accordance with its terms.
(b) The SMM Guaranty constitutes the legal, valid, and binding obligation of SMM, enforceable against SMM in accordance with its terms.
(c) The SC Guaranty constitutes the legal, valid, and binding obligation of SC, enforceable against SC in accordance with its terms.

Qualifications and Limitations

The opinions expressed above are subject to the following qualifications:

- A. The enforceability of the obligations and liabilities of each of TCL, SMM, and SC under its respective Guaranty, and the availability of certain remedies provided for therein, may be affected by
 - (1) applicable bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting creditors' rights generally, and

State of Alaska, Department of Natural Resources
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Attention: Director
July 16, 2004 (effective as of March 9, 2004)
Page 4

- (2) general principles of equity, including but not limited to concepts of materiality, reasonableness, economic duress, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- B. Certain rights, remedies, and waivers contained in each Guaranty may be limited or rendered ineffective by applicable law governing such rights, remedies, or waivers. In our view, however, such applicable law does not render any Guaranty invalid as a whole, and each Guaranty contains adequate remedies, if properly invoked, for the practical realization of the benefits intended to be afforded thereby (except for the consequences of procedural delay that may result therefrom).

We express no opinion herein respecting the enforceability in accordance with its terms of any particular obligation or liability arising under the Millsite Lease.

This opinion is rendered solely for use by the addressee hereof in connection under the Millsite Lease and the Guaranties, and may not be relied on by any other person or for any other purpose.

Sincerely,

James A. Ruedel P. C.