

FORM 8-A

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES

PURSUANT TO SECTION 12(b) OR (g) OF THE

SECURITIES EXCHANGE ACT OF 1934

YAAK RIVER RESOURCES, INC.

(Exact name of registrant as specified in its charter)

Colorado

84-1097796

(State of incorporation or organization) (I.R.S. Employer Identification No.)

2501 East Third Street, Casper, Wyoming

82609

(Address of principal executive offices) (Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class to be so registered	Name of each exchange on which each class is to be registered
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_____	_____
_____	_____
_____	_____

If this Form relates to the registration of a class of debt securities and is effective upon filing pursuant to General Instructions A.(c)(1), please check the following box. []

If this Form relates to the registration of a class of debt securities and is to become effective simultaneously with the effectiveness of a concurrent registration statement under the Securities Act of 1933 pursuant to General Instruction A.(c)(2), please check the following box. []

Securities to be registered pursuant to Section 12(g) of the Act:

Common Stock, par value \$0.0001 per share

(Title of Class)

Class A Common Stock Purchase Warrants

(Title of Class)

Class B Common Stock Purchase Warrants

(Title of Class)

Item 1. Description of Registrant's Securities to be Registered.

The information required pursuant to this item is incorporated by reference to the Registrant's Registration Statement No. 33-28106, previously filed on Form S-18 and effective July 21, 1989.

Item 2. Exhibits.

The exhibits listed below are filed as part of this Registration Statement:

- (a) Articles of Incorporation, incorporated by reference to Registration Statement No. 33-28106, effective July 21, 1989.
- (b) Amendment to Articles of Incorporation, incorporated by reference to the Registrant's Annual Report on Form 10-KSB for the fiscal year ended December 31, 1992.

- (c) Bylaws, incorporated by reference to Registration Statement No. 33-28106, effective July 21, 1989.
- (d) Specimen Stock Certificate.
- (e) Specimen Class A Warrant Certificate.
- (f) Specimen Class B Warrant Certificate.
- (g) Unit Warrant Agreement, incorporated by reference to Registration Statement No. 33-28106, effective July 21, 1989.
- (h) Rights of Stockholders (included in (a), (b), (d), (e), (f), and (g) above).

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

Date: April 28, 2000

YAAK RIVER RESOURCES, INC.

By:

/s/ Donald J. Smith

Donald J. Smith, President

EXHIBIT D SPECIMEN STOCK CERTIFICATE

INCORPORATED UNDER THE LAWS OF THE STATE OF COLORADO

CERTIFICATE NO.

NO. SHARES

393

***300,000*

YAAK RIVER RESOURCES, INC.

000015

CUSIP 984262 10 5

THIS CERTIFIES THAT

is the owner of *****THREE HUNDRED THOUSAND

Fully Paid and Non-Assessable Shares of A Common Stock, (\$.0001 par value) of
YAAK RIVER RESOURCES, INC.

transferable only on the books of the Company by the holder hereof in person
or duly authorized attorney upon surrender of this Certificate properly
endorsed. This Certificate and the shares represented hereby are issued
and shall be held subject to all the provisions of the Articles of
Incorporation, to all of which the holder, by acceptance hereby assents.
IN WITNESS WHEREOF, the Company has caused this Certificate to be signed in
facsimile by its duly authorized officers and the facsimile seal of the
Company to be duly affixed hereto.

This certificate is not valid unless duly countersigned by the Transfer
Agent and Registrar.

Dated: NOVEMBER 21ST 1995

s/Adolph Lee Amundson

Adolph Lee Amundson, Secretary

s/William Ernest Simmons

William Ernest Simmons, President

Countersigned and Registered:

s/Lori Allred

Lori Allred, Transfer Agent - Authorized Signature

YAAK RIVER RESOURCES INC. CORPORATE SEAL

YAAK RIVER RESOURCES, INC.
Incorporated under the Laws of the State of Colorado

WARRANT NUMBER

A -

YWA198

"A" COMMON STOCK
Purchase Warrant
***300,000*

CERTIFICATE FOR COMMON STOCK PURCHASE WARRANTS

CUSIP 984262 11 3

YAAK RIVER RESOURCES, INC.

THIS IS TO CERTIFY that, for value received,
000058

*****THREE HUNDRED THOUSAND

or registered assigns ("Warrant Holder"), is the registered owner of the above indicated number of "A" Warrants expiring on July 21, 1993 ("Expiration Date"). One (1) "A" Warrant entitles the Warrant Holder to purchase one share of Series A common stock, \$.0001 par value ("Share"), from Yaak River Resources, Inc., a Colorado corporation ("Company"), at a purchase price of \$.05 per share ("Exercise Price"), commencing on July 21, 1989, an terminating on the Expiration Date ("Exercise Period"), upon surrender of this "A" Warrant Certificate with the exercise form hereon duly completed and executed with payment of the Exercise Price at the office of National Transfer and Register Corp. (Warrant Agent"), subject to the conditions set forth herein and in a Warrant Agreement dated as of November 27, 1989 ("Warrant Agreement"), between the Company and the Warrant Agent. The Exercise Price, the number of shares purchasable upon exercise of each "A" Warrant, the number of "A" Warrants outstanding and the Expiration Date are subject to adjustments upon the occurrence of certain events. The Warrant Holder may exercise all or any number of "A" Warrants. Reference hereby is made to the provisions on the reverse side of this "A" Warrant Certificate to the provisions of the Warrant Agreement, all of which are incorporated by reference in and made a part of this "A" Warrant Certificate and shall for any purposes have the same effect as though fully set forth at this place.

Upon due presentment for transfer of this "A" Warrant Certificate at the office of the Warrant Agent a new "A" Warrant Certificate or "A" Warrant Certificates of like tenor and evidencing in the aggregate a like number of "A" Warrants, subject to any adjustment made in accordance with the provisions of the Warrant Agreement, shall be issued to the transferee in exchange for this "A" Warrant Certificate, subject to due limitations provided in the Warrant Agreement, upon payment of transfer fees and any tax or governmental charge imposed in connection with such transfer.

The Warrant Holder of the "A" Warrants evidenced by this "A" Warrant Certificate may exercise all or any whole number of such "A" Warrants during the period and in the manner stated hereon. The Exercise Price shall be payable in lawful money of the United States of America and in cash or by check or by certified check or by bank draft payable to the order of the Company. If upon exercise of any "A" Warrants evidenced by this "A" Warrant Certificate the number of "A" Warrants exercised shall be less than the total number of "A" Warrants so evidenced, there shall be issued to the Warrant Holder a new "A" Warrant Certificate evidencing the number of "A" Warrants not so exercised.

Subject to the following paragraph, no "A" Warrant may be exercised after 5:00 P.M. Denver time on the Expiration Date and any "A" Warrant not exercised by such time shall become void, unless extended by the Company.

Commencing three months from the date of the Company's prospectus, the Company shall have the right to call the "A" Warrants for redemption, at any time thereafter, upon 14 days' written notice, at a price of \$.05 per "A" Warrant. During the 14 day period immediately following the giving of such notice, the Warrant Holders shall have the right to exercise the "A" Warrants so held by them. Upon expiration of such 14 day period, the Warrant Holders shall have no right to exercise the "A" Warrants so held by them. Upon expiration of such 14 day period, all rights of the Warrant Holders shall terminate, other than the rights to receive the redemption price of \$.05 per "A" Warrant therefor, without interest, and the right to receive the redemption price of \$.05 per "A" Warrant shall itself expire two years thereafter, or any extension of the expiration date.

The Company's right to call the Warrants and the Warrant Holder's right

to exercise the Warrant is subject to a current Registration Statement being filed with the Securities and Exchange Commission.

This "A" Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

IN WITNESS WHEREOF, the Company has caused this "A" Warrant to be signed by the President and by its Secretary, each by a facsimile of his signature, and has caused a facsimile of its corporate seal to be imprinted hereon.

DATED: NOVEMBER 21ST 1995 YAAK RIVER RESOURCES, INC.

YAAK RIVER RESOURCES INC. CORPORATE SEAL

s/Adolph Lee Amundson

Adolph Lee Am , Secretary

s/William Ernest Simmons

William Ernest Simmons, President

Countersigned and Registered:

s/Lori Allred

Lori Allred, Transfer Agent - Authorized Signature

YAAK RIVER RESOURCES, INC.
Incorporated under the Laws of the State of Colorado

WARRANT NUMBER

B -

YWB197

"A" COMMON STOCK
Purchase Warrant
***300,000*

CERTIFICATE FOR COMMON STOCK PURCHASE WARRANTS
CUSIP 984262 12 1

YAAK RIVER RESOURCES, INC.

THIS IS TO CERTIFY that, for value received,
000057

*****THREE HUNDRED THOUSAND

or registered assigns ("Warrant Holder"), is the registered owner of the above indicated number of "B" Warrants expiring on July 21, 1993 ("Expiration Date"). One (1) "B" Warrant entitles the Warrant Holder to purchase one share of Series A common stock, \$.0001 par value ("Share"), from Yaak River Resources, Inc., a Colorado corporation ("Company"), at a purchase price of \$.10 per share ("Exercise Price"), commencing on July 21, 1989, an terminating on the Expiration Date ("Exercise Period"), upon surrender of this "B" Warrant Certificate with the exercise form hereon duly completed and executed with payment of the Exercise Price at the office of National Transfer and Register Corp. (Warrant Agent"), subject to the conditions set forth herein and in a Warrant Agreement dated as of November 27, 1989 ("Warrant Agreement"), between the Company and the Warrant Agent. The Exercise Price, the number of shares purchasable upon exercise of each "B" Warrant, the number of "B" Warrants outstanding and the Expiration Date are subject to adjustments upon the occurrence of certain events. The Warrant Holder may exercise all or any number of "B" Warrants. Reference hereby is made to the provisions on the reverse side of this "B" Warrant Certificate to the provisions of the Warrant Agreement, all of which are incorporated by reference in and made a part of this "B" Warrant Certificate and shall for any purposes have the same effect as though fully set forth at this place.

Upon due presentment for transfer of this "B" Warrant Certificate at the office of the Warrant Agent a new "B" Warrant Certificate or "B" Warrant Certificates of like tenor and evidencing in the aggregate a like number of "B" Warrants, subject to any adjustment made in accordance with the provisions of the Warrant Agreement, shall be issued to the transferee in exchange for this "B" Warrant Certificate, subject to due limitations provided in the Warrant Agreement, upon payment of transfer fees and any tax or governmental charge imposed in connection with such transfer.

The Warrant Holder of the "B" Warrants evidenced by this "B" Warrant Certificate may exercise all or any whole number of such "B" Warrants during the period and in the manner stated hereon. The Exercise Price shall be payable in lawful money of the United States of America and in cash or by check or by certified check or by bank draft payable to the order of the Company. If upon exercise of any "B" Warrants evidenced by this "B" Warrant Certificate the number of "B" Warrants exercised shall be less than the total number of "B" Warrants so evidenced, there shall be issued to the Warrant Holder a new "B" Warrant Certificate evidencing the number of "B" Warrants not so exercised.

Subject to the following paragraph, no "B" Warrant may be exercised after 5:00 P.M. Denver time on the Expiration Date and any "B" Warrant not exercised by such time shall become void, unless extended by the Company.

Commencing three months from the date of the Company's prospectus, the Company shall have the right to call the "B" Warrants for redemption, at any time thereafter, upon 14 days' written notice, at a price of \$.10 per "B" Warrant. During the 14 day period immediately following the giving of such notice, the Warrant Holders shall have the right to exercise the "B" Warrants so held by them. Upon expiration of such 14 day period, the Warrant Holders shall have no right to exercise the "B" Warrants so held by them. Upon expiration of such 14 day period, all rights of the Warrant Holders shall terminate, other than the rights to receive the redemption price of \$.10 per "B" Warrant therefor, without interest, and the right to receive the redemption price of \$.10 per "B" Warrant shall itself expire two years thereafter, or any extension of the expiration date.

The Company's right to call the Warrants and the Warrant Holder's right

to exercise the Warrant is subject to a current Registration Statement being filed with the Securities and Exchange Commission.

This "B" Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

IN WITNESS WHEREOF, the Company has caused this "B" Warrant to be signed by the President and by its Secretary, each by a facsimile of his signature, and has caused a facsimile of its corporate seal to be imprinted hereon.

DATED: NOVEMBER 21ST 1995 YAAK RIVER RESOURCES, INC.

YAAK RIVER RESOURCES INC. CORPORATE SEAL

s/Adolph Lee Amundson

Adolph Lee Amundson, Secretary

s/William Ernest Simmons

William Ernest Simmons, President

Countersigned and Registered:

s/Lori Allred

Lori Allred, Transfer Agent - Authorized Signature