

Recording requested by and after recording please return to:

Echo Bay Exploration Inc.  
Land Department  
6400 S. Fiddlers Green Circle  
Suite 1000  
Englewood, CO 80111

**169622**

**ASSIGNMENT AND AGREEMENT**

This Assignment and Agreement (this "Assignment") effective December 20, 1997 between Echo Bay Exploration Inc. ("Echo Bay"), a Delaware corporation with offices at 6400 South Fiddler's Green Circle, Suite 1000, Englewood, CO 80111-4957, and Alta Gold Co. ("Alta Gold"), a Nevada corporation with offices at 601 Whitney Ranch Drive, Suite 10, Henderson, Nevada 89014.

Recitals.

A. Echo Bay is the lessee and optionee under a Mining Lease With Option To Purchase (the "Lease/Option") dated August 27, 1993 between Echo Bay and Rocky Canyon Mining Company ("Rocky Canyon"), a copy of which is attached as Schedule I with its Exhibits A and B identifying the unpatented mining claims covered by it. A memorandum of the Lease/Option was recorded November 26, 1996, in Book 303 at Page 349 of the records of Eureka County, Nevada, with Document Number 165100.

B. Echo Bay and Alta Gold have agreed upon the terms by which Echo Bay shall assign to Alta Gold the Lease/Option, and by which Alta Gold then shall sublease to Echo Bay certain rights and interests in the Lease/Option as to a portion of the mining claims and lands covered thereby.

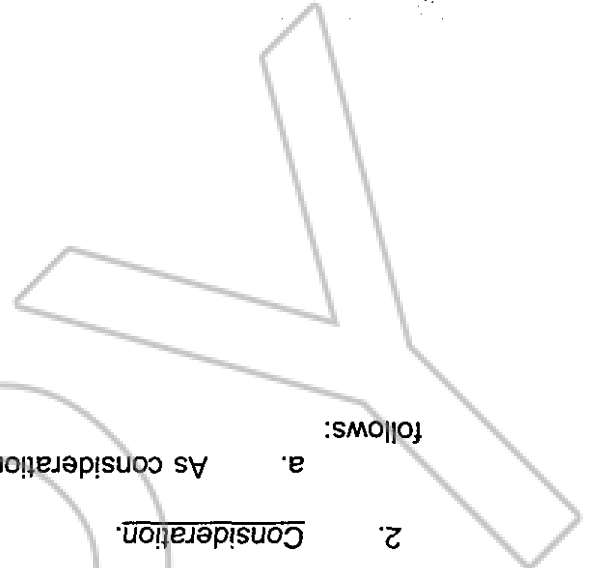
Now, therefore in consideration of their mutual undertakings herein and other valuable consideration the receipt of which is acknowledged, the parties assign and agree as follows.

Assignment and Agreement.

1. Assignment. For the consideration set forth herein, Echo Bay hereby bargains, sells and assigns to Alta Gold all right, title and interest as lessee and optionee in and to the Lease/Option covering the unpatented mining claims identified in Exhibits A and B of Schedule I which are attached hereto. Echo Bay warrants that it has not conveyed the same right, title or interest, or any other interest in the Lease/Option, to any other party, nor has it caused or permitted any encumbrance thereof. Echo Bay also warrants that the Lease/Option is at the effective date and the date of execution and delivery hereof in full force and effect according to its terms, and without default. There are no other warranties, expressed or implied, by Echo Bay.

2. Consideration.

a. As consideration for this Assignment, Alta Gold shall make payments as follows:



i. The sum of ~~\$17,138.50~~ \$163,605.50 paid to Echo Bay upon execution and delivery of this Assignment, the receipt of which is acknowledged by Echo Bay.

ii. Payment on or before August 31, 1998 to the U.S. Bureau of Land Management of the annual unpatented mining claim rental fee due on that date for all 373 claims covered the Lease/Option, which payment shall be accompanied by necessary documentation to the Bureau of Land Management for maintenance of those claims.

iii. Payment on or before November 1, 1998 to the Recorder of Eureka County, Nevada of the annual unpatented mining claim recording fee due on that date for all 373 claims covered by the Lease/Option, which payment shall be accompanied by necessary documentation for maintenance of record of those claims.

iv. Payment on or before August 27, 1998 to Rocky Canyon, the lessor/optionor of the Lease/Option, of the sum of \$150,000.00 as the advance minimum royalty due on that date pursuant to the Lease/Option.

b. Because subsequently but contemporaneously with the execution and delivery of this Assignment, as further consideration for this Assignment, Alta Gold shall execute and deliver to Echo Bay a sublease under the Lease/Option as to a portion of the mining claims covered by it, and because of the interests of Echo Bay in that sublease, the obligation upon Alta Gold to make the payments specified in ii, iii, and iv above is absolute and not discretionary, and the obligation shall not be discharged by tender or re-transfer to Echo Bay by Alta Gold of the Lease/Option. The making of those payments for preservation of the Lease/Option and all of its covered mining claims is an integral part of the consideration for this Assignment.

c. In addition to all other remedies which Echo Bay may have in law or equity, including recovery of damages, and not as an election of remedies, upon failure of Alta Gold to timely and properly make any of the payments specified in ii, iii and iv above, Echo Bay in its discretion may have reassignment to it in full of the Lease/Option, free and clear of any liens, encumbrances, charges or interest of third parties granted, permitted or otherwise created by, through or under Alta Gold. Any such lien, encumbrance, charge or other third party interest shall be subject and subordinate to the right of Echo Bay, insofar as permitted by law.

3. Application of Law. This Assignment is recognized by the parties as both an assignment of interest and as an agreement for future performance. As such it is to be governed by the law governing conveying, real property interests, and contract law of the State of Nevada, without regard to its rules of conflict of laws.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. The obligations of Alta Gold shall be assumed by any successor or assign of Alta Gold by its acceptance of transfer of Alta Gold's rights, title and interests, but Alta Gold shall not thereby be released from responsibility therefor. This Assignment is executed in two counterparts as of its effective date.

ECHO BAY EXPLORATION INC.

By *Peter H. Cheesbrough*  
Peter H. Cheesbrough  
Sr. Vice President & CFO

ALTA GOLD CO.

By *Robert J. Ross*  
President

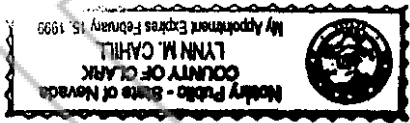
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Secretary

Attest: \_\_\_\_\_  
Secretary

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ACKNOWLEDGMENT

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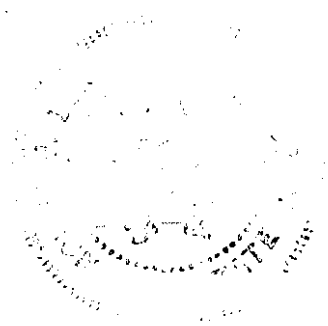


Notary Public  
Lynn M. Cahill  
My commission expires: 2-15-99

This instrument was acknowledged before me on the day 16th of January, 1998 by Robert N. Pratt, in his capacity as President of ALTA GOLD CO., a Nevada corporation.

County of Clark  
State of Nevada

**ACKNOWLEDGMENT**  
(NRS § 240.1665 (1995))



Notary Public  
Thomas Shurr  
My commission expires: 9-8-98

This instrument was acknowledged before me on the day 14 of January, 1998 by Peter B. Cheesbrough, in his capacity as Sr. Vice President & CFO of ECHO BAY EXPLORATION INC., a Delaware corporation.

County of Arapahoe  
State of Colorado

(NRS § 240.1665 (1995))

**EXHIBIT A**

**To Mining Lease With Option to Purchase  
between Rocky Canyon Mining Company  
and Echo Bay Exploration Inc.**

**Part I.**

The following unpatented mining claims are subject to a 2% Net Returns Royalty pursuant to Section 6 of the Mining Lease with Option to Purchase to which this Exhibit B is attached.

BLM Serial No.	Eureka County Book Page	Claim Name
113195-113210	209-224	Rat Nos. 1-16 (amended)
588522-588524	183-188	Rat Nos. 17-19
113214-113221	228-235	Rat Nos. 20-27 (amended)
26569-26570	115-116	Rat Nos. 30-31
588525	189-190	Rat No. 32
26572	192	Rat No. 33
26573	316	Rat No. 38 (amended)
26574	317	Rat No. 39 (amended)
26575-26578	119-122	Rat Nos. 40-43
26579	318	Rat No. 44 (amended)
26580-26583	124-127	Rat Nos. 45-48
26584-26590	128-134	Rat Nos. 50-56
588526-588528	191-196	Rat Nos. 17A, 18A, 32A
70755-70758	286-289	Selrat Nos. 1-4 (amended)
70759-70767	482-490	Selrat Nos. 5-13
261574	499	Selrat No. 14
70769-70778	492-501	Selrat Nos. 15-24
70779-70808	437-466	Selrat Nos. 25-54 (amended)
70809-70813	502-506	Selrat Nos. 55-59
104570-104571	290-291	Selrat Nos. 60-61 (amended)
104572-104577	541-546	Selrat Nos. 62-67
104584-104588	553-557	Selrat Nos. 74-78
104603	3	Selrat No. 93 (amended)
104604-104611	573-580	Selrat Nos. 94-101
104612	4	Selrat No. 102 (amended)
104613-104618	582-587	Selrat Nos. 103-108
104620-104621	589-590	Selrat Nos. 110-111
104622	5	Selrat No. 112 (amended)
104623-104628	592-597	Selrat Nos. 113-118
104630-104642	599-611	Selrat Nos. 120-132
104643	6	Selrat No. 133 (amended)

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#181195.v3

Matters to which title is subject:

A. Any conflicting claims located by third parties.

B. These matters set forth in or resulting from issues raised in that certain letter dated September 2, 1993 from RCMC to ECHO BAY.

Part II.

Selrat Nos. 134-136	74	613-615	104644-104646
Selrat No. 139 (amended)	118	7	203222
Selrat Nos. 167-168 (amended)	116	310-311	141815-141816
Selrat Nos. 169-184	79	194-209	141817-141832
Selrat Nos. 185-188 (amended)	116	312-315	141833-141836
Selrat No. 191	107	502	261469
Selrat No. 213	107	524	261491
Selrat Nos. 218-219	107	529-530	261496-261497
Selrat Nos. 225-226	107	536-537	261503-261504
Selrat Nos. 374-375	107	585-586	261551-261552
Selrat Nos. 377-382	107	588-593	261554-261559
Selrat Nos. 386-387	107	597-598	261563-261564
Selrat No. 396	107	607	261573
Selrat Nos. 397-399	110	138-140	265000-265002
Selrat Nos. 403-404	110	144-145	265006-265007
Selrat No. 406	118	2	290598
Selrat Nos. 407-413	118	164-170	290891-290897
Selrat No. 418	118	285	292486
Dave # 1	294	477	161848
Trevor # 1	294	478	161849

To Mining Lease With Option to Purchase  
 between Rocky Canyon Mining Company  
 and Echo Bay Exploration Inc.

Part I.

The following unpatented mining claims are subject to a 1.5% Net Returns Royalty pursuant to Section 6 of the Mining Lease with Option to Purchase to which this Exhibit C is attached.

BLM Serial No. Eureka County Book Page Claim Name

104578-104583	547-552	74	Selrat Nos. 68-73
104589-104602	558-571	74	Selrat Nos. 79-92
104619	588	74	Selrat No. 109
104629	598	74	Selrat No. 119
104647-104648	616-617	74	Selrat Nos. 137-138
141787	164	79	Selrat No. 139A
141788-141796	165-173	79	Selrat Nos. 140-148
141797-141814	292-309	116	Selrat Nos. 149-166 (amended)
261467-261468	500-501	107	Selrat Nos. 189-190
261470-261490	503-523	107	Selrat Nos. 192-212
261492-261495	525-528	107	Selrat Nos. 214-217
261498-261502	531-535	107	Selrat Nos. 220-224
261505-261512	538-545	107	Selrat Nos. 227-234
261513-261518	546-551	107	Selrat Nos. 236-241
261519-261524	552-557	107	Selrat Nos. 246-251
261525-261536	558-569	107	Selrat Nos. 255-266
261579	570	107	Selrat No. 267
261537-261543	571-577	107	Selrat Nos. 268-274
261544-261547	578-581	107	Selrat Nos. 283-286
261548	582	107	Selrat No. 351
261549	583	107	Selrat No. 359
261550	584	107	Selrat No. 368
261553	587	107	Selrat No. 376
261560-261562	594-596	107	Selrat Nos. 383-385
261565-261572	599-606	107	Selrat Nos. 388-395
265003-265005	141-143	110	Selrat Nos. 400-402
290890	163	118	Selrat No. 405
290898-290901	171-174	118	Selrat Nos. 414-417

EXHIBIT B

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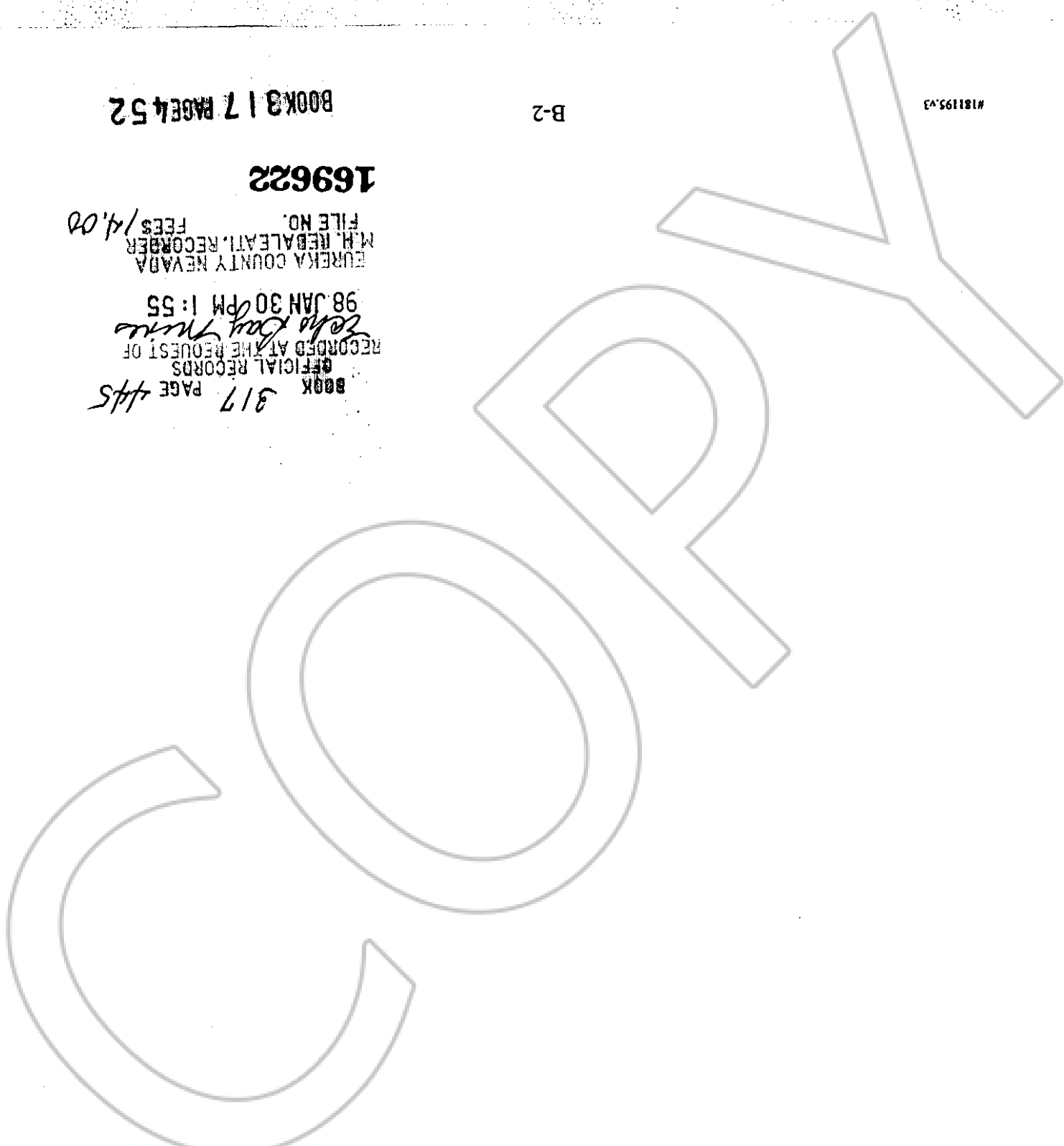
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#181195.v3

**Part II.**

Matters to which title is subject:

- A. Any conflicting claims located by third parties.
- B. Those matters set forth in or resulting from issues raised in that certain letter dated September 2, 1993 from RCMC to ECHO BAY.



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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Echo Bay Trust*  
98 JAN 30 PM 1:55

EUREKA COUNTY REVALUATION RECORDS  
FILE NO. FEES 14.00

169622

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