

Recording requested by and after
returning please return to:
Echo Bay Exploration Inc.
Land Department
6400 S. Fiddlers Green Circle
Suite 1000
Englewood, CO 80111

MINING SUBLEASE AGREEMENT

169623

This Mining Sublease Agreement (this "Sublease") 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 was 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, and a memorandum of which was recorded November 26, 1996, in Book 303 at Page 349 of the records of Eureka County, Nevada, with Document Number 165100.

B. By Assignment and Agreement ("Assignment and Agreement") effective also December 20, 1997, Echo Bay assigned the Lease/Option to Alta Gold, subject to provisions contained therein.

C. Echo Bay and Alta Gold have agreed upon the terms by which Alta Gold is to sublease to Echo Bay the Lease/Option as to a portion of the unpatented mining claims covered by the Lease/Option.

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

Sublease and Agreement.

1. Grant of Sublease. Alta Gold grants and demises to Echo Bay an exclusive sublease of the Lease/Option, as to those unpatented mining claims (the "Subleased Claims") identified in Schedule II, attached hereto. This Sublease includes all rights and interests of the lessee under the Lease/Option as to the Subleased Claims only, except that this Sublease does not include any right or interest in or to the option to purchase contained in Section 7 of the Lease/Option, which option is retained in its entirety by Alta Gold. Upon exercise of that option by Alta Gold as to the Subleased Claims the Lease/Option shall be deemed extinguished by merger into the acquired title, and this Sublease shall be deemed to be converted to a lease burdening that title, with Alta Gold substituted as lessor and Echo Bay substituted as lessee. The terms of this Sublease, including those incorporated from the Lease/Option, shall become the terms of that lease. The term "Merger" used hereafter in this Sublease shall refer to the circumstances of exercise of the said option, acquisition of title by Alta Gold upon exercise of the option, and conversion of the Lease/Option to a lease between Alta Gold and Echo Bay as to the Subleased Claims.

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2. Term. The term of this Sublease, including the lease upon conversion by Merger, shall be twenty years from the effective date hereof, unless sooner terminated as provided herein, and for so long thereafter as Echo Bay is actively engaged in Operations (as defined in the Lease/Option) upon the Subleased Claims.

3. Production Royalties and Advance Minimum Royalty Payments.

a. Royalties upon production by Echo Bay on the Subleased Claims payable to Rocky Canyon pursuant to the Lease/Option, and those payable for the Bison! Interest which is the subject of subsection 9(a) of the Lease/Option, shall be paid directly by Echo Bay to the parties entitled thereto. Echo Bay shall be entitled to all credits authorized by the Lease/Option upon all production royalty payments to be made by Echo Bay for all advance minimum royalty payments which have been made by Echo Bay to Rocky Canyon prior to the effective date hereof

b. Alta Gold shall timely pay in full to Rocky Canyon all advance minimum royalty payments which become due pursuant to Section 5 of the Lease/Option, commencing with the payment due on or before August 27, 1998. The payment due on or before August 27, 1998 is an absolute obligation as specified in the Assignment and Agreement, which Alta Gold agrees to pay. Each subsequent payment due shall be timely made by Alta Gold unless prior to June 15 of the calendar year in which the payment is due Alta Gold shall have notified Echo Bay of Alta Gold's intent to surrender, relinquish or terminate the Lease/Option and tendered reassignment of it to Echo Bay pursuant to subsection 9.b. of this Sublease. All advance minimum royalty payments made by Alta Gold shall be credits under the Lease/Option upon royalty payments due for production by Alta Gold from all of the mining claims covered by the Lease/Option which are not included within the Subleased Claims (the "Southern Claims"); provided, however, any such credits remaining unused after reassignment of the Lease/Option to Echo Bay inure to the benefit of Echo Bay and may be utilized by it. It is the intent of this subsection 3.b. that Alta Gold preserve and maintain the Lease/Option by proper payment of the advance minimum royalty payments unless Alta Gold shall have exercised in full its purchase option and extinguished the Lease/Option by the Merger, or shall have timely tendered reassignment of the Lease/Option to Echo Bay pursuant to subsection 9.b. of this Sublease.

c. There is reserved by Alta Gold by this Sublease a 0.25% net proceeds royalty upon gold produced by Echo Bay from the Subleased Claims pursuant to the Lease/Option and this Sublease. The net proceeds royalty on gold shall be calculated and paid in the same manner as is prescribed for gold in Exhibit C of the Lease/Option. If the production royalty for gold payable for the Bison! Interest which is the subject of subsection 9(a) of the Lease/Option, or the production royalty for gold payable to Rocky Canyon pursuant to the Lease/Option, is extinguished as to production from the Subleased Claims pursuant to this Sublease and no longer burdens such production, the 0.25% gold production royalty payable to Alta Gold shall be increased by an additional 1.5% in either case, being a maximum additional amount of 3%, for a maximum total production royalty on gold of 3.25% which may be payable to Alta Gold. If the Lease/Option is reassigned to Echo Bay pursuant to subsection 9.b. of this Sublease, the Alta Gold royalty shall be automatically extinguished.

d. For payments pursuant to subsection 3.b. made by Alta Gold subsequent to those to be paid in 1998, Echo Bay shall reimburse Alta Gold for 39% of such payments, being the amount which corresponds to the portion of such payments attributable to the Subleased Claims.

4. Rental and Recording Fees.

a. On or before August 31 of each year Alta Gold shall pay to the U.S. Bureau of Land Management the annual unpatented mining claim rental fee due on that date for all 373 claims covered by the Lease/Option, the Subleased Claims and the Southern Claims, which payment shall be accompanied by necessary documentation for maintenance of those claims.

b. On or before November 1 of each year Alta Gold shall pay to the Recorder of Eureka County, Nevada the annual unpatented mining claim recording fee due on that date for all 373 claims covered by the Lease/Option, the Subleased Claims and the Southern Claims, which payment shall be accompanied by necessary documentation for maintenance of record of those claims.

c. The payments due in 1998 pursuant to subsections 4.a. and 4.b. above are absolute obligations as specified in the Assignment and Agreement, which Alta Gold agrees to pay. Each subsequent payment due shall be timely made by Alta Gold unless prior to June 15 of the calendar year in which the payment is due Alta Gold shall have notified Echo Bay of Alta Gold's intent to surrender, relinquish, or terminate the Lease/Option and tendered reassignment of it to Echo Bay pursuant to subsection 9.b. of this Sublease. It is the intent of this subsection 4.c. that Alta Gold preserve and maintain the Lease/Option by proper payment of the rental and recording fees unless Alta Gold shall have exercised in full its purchase option and extinguished the Lease/Option by the Merger, or shall have timely tendered reassignment of the Lease/Option to Echo Bay pursuant to subsection 9.b. of this Sublease.

d. For payments pursuant to subsections 4.a. and 4.b. made by Alta Gold subsequent to those to be paid in 1998, Echo Bay shall reimburse Alta Gold for 39% of such payments, being the amount which corresponds to the portion of such payments attributable to the Subleased Claims.

5. Compliance with Terms of Lease/Option. In its activities upon the Subleased Claims under this Sublease, Echo Bay shall comply with all terms, provisions and conditions of the Lease/Option applicable to such activities, and Echo Bay shall be responsible for compliance with all environmental and reclamation laws, and all health and safety, permitting and bonding, worker compensation and other requirements imposed by law, government regulation, or the Lease/Option which are applicable to Echo Bay's operations upon the Subleased Claims. Echo Bay shall be responsible for obtaining and maintaining all required permits and bonds for its operations.

6. Lien. Echo Bay shall pay for all labor performed upon and material furnished for its operations upon the Subleased Claims at the request of Echo Bay or its representatives or contractors, and Echo Bay shall keep the Subleased Claims free and clear of all liens of mechanics or materialmen in connection with services performed and materials supplied pursuant to any such request; provided that Echo Bay may contest in good faith the validity or

amount of any lien, claim or liability. Echo Bay shall be responsible for all taxes levied upon its personal property.

7. Access and Information. Upon advance request by Alta Gold, Echo Bay shall afford to Alta Gold reasonable access to the Subleased Claims to inspect operations, and access to the books and records of operation for examination, to verify compliance by Echo Bay with the provisions of this Sublease and the proper calculation and accounting for royalties. All information gained by Alta Gold by such inspections and examinations shall be confidential and Alta Gold shall not disclose it to third parties, except as may be required by the Lease/Option, or as may be appropriate to ensure compliance with the terms of this Sublease or to pursue remedies for non-compliance.

8. Access for Facilities.

a. If Echo Bay elects to develop and exploit an ore reserve upon the Subleased Claims and reasonably requires space upon the Southern Claims, based upon topographic, technological, environmental and economic factors, for location of roads, dumps, utilities, crushing, milling, leaching or other facilities to support such operations, Echo Bay shall have an easement upon the Southern Claims, for such purposes, subject to the following:

i. The location and use of the easement shall not diminish or interfere with development of known ore reserves, reasonably projected reserves, mine and plant facilities, or reasonably contemplated development by Alta Gold upon the Southern Claims.

ii. Echo Bay at its expense shall conduct condemnation drilling of the area of the Southern Claims to be utilized by it, to confirm the absence of economic mineral deposits, to the reasonable satisfaction of Alta Gold.

iii. Echo Bay will be solely responsible for compliance with all environmental and reclamation requirements, and all liabilities related to its facilities upon and use of the easement.

iv. The parties will make every reasonable effort to locate a mutually agreeable site of the easement, and to accommodate their concurrent operations upon the Southern Claims.

b. If Alta Gold elects to develop and exploit an ore reserve upon the Southern Claims and reasonably requires space upon the Subleased Claims for the purpose, of the nature, and upon the considerations set forth in subsection 8.a., it shall have a comparable easement upon the Subleased Claims, subject to corresponding and reciprocal conditions to those prescribed in items i., ii., iii. and iv. of subsection 8.a.

c. Any dispute between Echo Bay and Alta Gold over the requirement for either easement; its location; the extent, nature of character of its use; the condemnation drilling; or any other matter related to the easement shall be resolved by binding arbitration as provided in Section 10 of this Sublease.

9. Preferential Acquisition Rights

a. If Echo Bay during the term of this Sublease elects to sell, assign or otherwise convey it, Echo Bay shall notify Alta Gold of the terms upon which it elects to do so, and Alta Gold shall have 15 days within which to elect to acquire this Sublease upon the same terms. Failure of Alta Gold to make an election within that time by notice to Echo Bay shall be deemed conclusively to be an election not to acquire this Sublease. The provisions of this subsection 9.a. shall not be applicable to a transfer or assignment to an affiliate or subsidiary, or by or as a consequence of corporate merger, acquisition, pooling of interests, restructuring or reorganization.

b. If Alta Gold during the term of this Sublease elects to surrender, relinquish, or terminate the Lease/Option, or any mining claims covered by it, Alta Gold shall first notify Echo Bay which shall have 15 days within which to elect to acquire the Lease/Option or the claim or claims, as applicable. Failure of Echo Bay to make an election within that time by notice to Alta Gold shall be deemed conclusively to be an election not to acquire the interest. The provisions of this subsection 9.b. shall not be applicable to a transfer or assignment to an affiliate or subsidiary, or by or as a consequence of corporate merger, acquisition, pooling of interests, restructuring or reorganization.

10. Arbitration. Any controversy or disputed claim arising out of or relating to this Sublease or the rights of the parties hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in effect. Judgment upon the award of the arbitrators may be entered by any court of competent jurisdiction. Any such arbitration shall be heard before a panel of three neutral arbitrators to be selected by the AAA, each of whom is to be experienced in the subject matter of the dispute. The arbitrators shall assess costs and attorneys' fees as they deem appropriate. All arbitration hearing(s) shall be held in Reno, Nevada or its environs.

11. Notices.

a. Notices required or permitted by this Sublease shall be in writing, and shall be delivered (i) personally; (ii) by the United States Postal Service first class postage prepaid, registered or certified; or (iii) by reputable commercial carrier for next-day delivery. Notices shall be effective upon receipt, and shall be addressed as follows:

If to ECHO BAY:

Echo Bay Exploration Inc.
6400 South Fiddler's Green Circle, Suite 1000
Englewood, CO 80111-4957
Attention: Manager, U.S. Lands
Facsimile: (303) 714-8987

If to ALTA GOLD

Alta Gold Co.
601 Whitney Ranch Road, Suite 10
Henderson, NV 89014
Attention: President
Facsimile: (702) 433-1547

b. Either party may at any time and from time to time change the address to which notice or payment is to be directed by written notice to the other party in the manner prescribed in subsection 11.a.

12. Amendment. This Sublease, including its exhibits, may be amended or modified only by an instrument in writing executed by the party sought thereby to be bound.

13. Covenants. There are no implied terms, covenants or conditions other than the covenant of good faith and fair dealing.

14. Choice of Law. This Sublease shall be construed and enforced in accordance with the laws of the State of Nevada, without reference to its conflicts-of-laws rules.

15. Relationship of Parties. Nothing in this Sublease shall be construed or deemed to create a joint venture, mining partnership, or other partnership. Neither party shall owe a fiduciary duty to the other.

16. Multiple Counterparts. This Sublease may be executed in two counterparts, each of which shall be deemed an original, and which together shall constitute but one and the same contract.

17. Inurement; Binding Effect. This Sublease shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Sublease as of the date first above written.

ECHO BAY EXPLORATION INC.

By Peter H. Cheesbrough
Sr. Vice President & CFO

ALTA GOLD CO.

By Robert J. Hays
President

Attest: _____
Secretary

Attest: _____
Secretary

ACKNOWLEDGMENT
(NRS § 240.1665 (1995))

State of Colorado

County of Arapahoe

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

[Signature]
Notary Public

My commission expires: 9-8-98

ACKNOWLEDGMENT
(NRS § 240.1665 (1995))

State of Nevada

County of Clark

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

[Signature]
Notary Public

My commission expires: 2-15-99

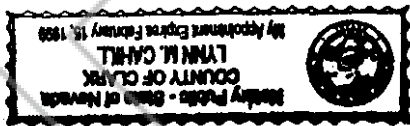


EXHIBIT A

**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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Part II.

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.

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

EXHIBIT B

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

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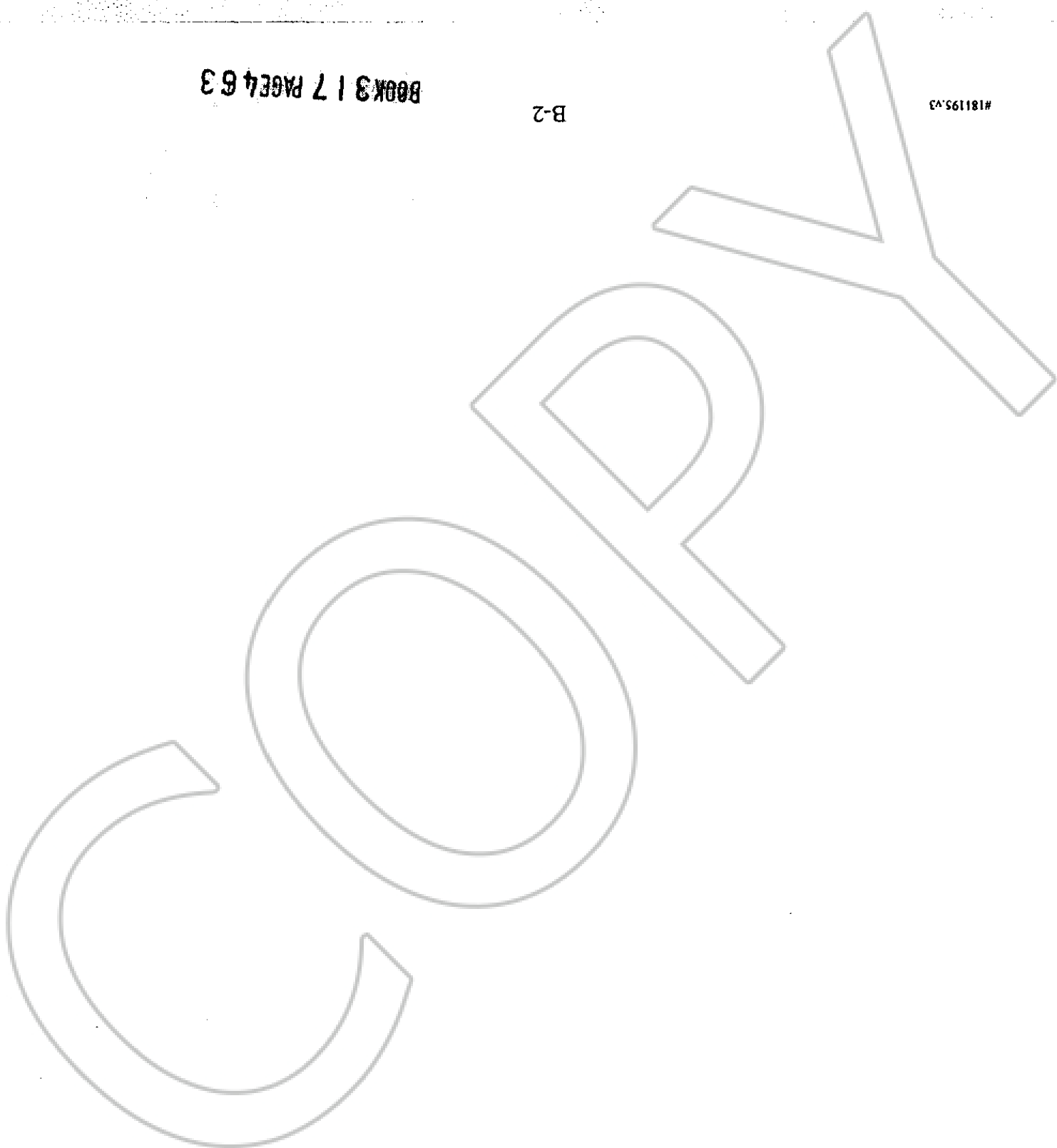
B-1

#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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SCHEDULE II
TO
MINING SUBLEASE AGREEMENT

SUBLEASED MINING CLAIMS

EUREKA COUNTY, NEVADA

COUNTY RECORDED

BLM

BOOK / PAGE / INSTRUMENT AMENDED BOOK / PAGE / INSTRUMENT SERIAL NO

CLAIM NAME	BOOK / PAGE / INSTRUMENT	AMENDED BOOK / PAGE / INSTRUMENT	SERIAL NO
DAVE #1	294	477	161848
RAT #01 AMENDED	50	209	59431
RAT #02 AMENDED	50	210	59432
RAT #03 AMENDED	50	211	59433
RAT #04 AMENDED	50	212	59434
RAT #05 AMENDED	50	213	59435
RAT #06 AMENDED	50	214	59436
RAT #07 AMENDED	50	215	59437
RAT #08 AMENDED	50	216	59438
RAT #09 AMENDED	50	217	59439
RAT #10 AMENDED	50	218	59440
RAT #11 AMENDED	50	219	59441
RAT #12 AMENDED	50	220	59442
RAT #13 AMENDED	50	221	59443
RAT #14 AMENDED	50	222	59444
RAT #15 AMENDED	50	223	59445
RAT #16 AMENDED	50	224	59446
RAT #18	208	185	131474
RAT #18A	208	193	131478
RAT #22 AMENDED	50	230	59452
RAT #23 AMENDED	50	231	59453
RAT #24 AMENDED	50	232	59454
RAT #25 AMENDED	50	233	59455
RAT #26 AMENDED	50	234	59456
RAT #27 AMENDED	50	235	59457
RAT #44 AMENDED	65	123	65739
RAT #45	65	124	65740
RAT #46	65	125	65741
RAT #47	65	126	65742
RAT #48	65	127	65743
SELRAT #06Z	74	541	
113195	50	209	59431
113196	50	210	59432
113197	50	211	59433
113198	50	212	59434
113199	50	213	59435
113200	50	214	59436
113201	50	215	59437
113202	50	216	59438
113203	50	217	59439
113204	50	218	59440
113205	50	219	59441
113206	50	220	59442
113207	50	221	59443
113208	50	222	59444
113209	50	223	59445
113210	50	224	59446
588623	208	185	131474
588628	208	193	131478
113216	50	230	59452
113217	50	231	59453
113218	50	232	59454
113219	50	233	59455
113220	50	234	59456
113221	50	235	59457
26579	65	123	65739
26580	65	124	65740
26581	65	125	65741
26582	65	126	65742
26583	65	127	65743
104572	74	541	

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SCHEDULE II
TO
MINING SUBLEASE AGREEMENT

SUBLEASED MINING CLAIMS

EUREKA COUNTY, NEVADA

COUNTY RECORDED

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BOOK / PAGE / INSTRUMENT AMENDED BOOK / PAGE / INSTRUMENT SERIAL NO

CLAIM NAME	BOOK / PAGE / INSTRUMENT	AMENDED BOOK / PAGE / INSTRUMENT	SERIAL NO
SEL RAT #063	74	542	104573
SEL RAT #064	74	543	104574
SEL RAT #065	74	544	104575
SEL RAT #066	74	545	104576
SEL RAT #067	74	546	104577
SEL RAT #068	74	547	104578
SEL RAT #069	74	548	104579
SEL RAT #070	74	549	104580
SEL RAT #071	74	550	104581
SEL RAT #072	74	551	104582
SEL RAT #073	74	552	104583
SEL RAT #074	74	553	104584
SEL RAT #075	74	554	104585
SEL RAT #076	74	555	104586
SEL RAT #077	74	556	104587
SEL RAT #078	74	557	104588
SEL RAT #079	74	558	104589
SEL RAT #080	74	559	104590
SEL RAT #081	74	560	104591
SEL RAT #082	74	561	104592
SEL RAT #083	74	562	104593
SEL RAT #084	74	563	104594
SEL RAT #085	74	564	104595
SEL RAT #086	74	565	104596
SEL RAT #087	74	566	104597
SEL RAT #088	74	567	104598
SEL RAT #089	74	568	104599
SEL RAT #090	74	569	104600
SEL RAT #091	74	570	104601
SEL RAT #092	74	571	104602
SEL RAT #093 AMENDED	74	572	104603

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SCHEDULE II
TO
MINING SUBLEASE AGREEMENT

SUBLEASED MINING CLAIMS

EUREKA COUNTY, NEVADA

COUNTY RECORDED

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BOOK / PAGE / INSTRUMENT AMENDED BOOK / PAGE / INSTRUMENT SERIAL NO

CLAIM NAME	BOOK / PAGE / INSTRUMENT	AMENDED BOOK / PAGE / INSTRUMENT	SERIAL NO
SEL RAT #094	74	573	104604
SEL RAT #095	74	574	104605
SEL RAT #096	74	575	104606
SEL RAT #097	74	576	104607
SEL RAT #098	74	577	104608
SEL RAT #099	74	578	104609
SEL RAT #100	74	579	104610
SEL RAT #101	74	580	104611
SEL RAT #102 AMENDED	74	581	104612
SEL RAT #103	74	582	104613
SEL RAT #104	74	583	104614
SEL RAT #105	74	584	104615
SEL RAT #106	74	585	104616
SEL RAT #107	74	586	104617
SEL RAT #108	74	587	104618
SEL RAT #109	74	588	104619
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SEL RAT #111	74	590	104621
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SEL RAT #114	74	593	104624
SEL RAT #115	74	594	104625
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SEL RAT #118	74	597	104628
SEL RAT #119	74	598	104629
SEL RAT #120	74	599	104630
SEL RAT #121	74	600	104631
SEL RAT #122	74	601	104632
SEL RAT #123	74	602	104633
SEL RAT #124	74	603	104634

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SCHEDULE II
TO
MINING SUBLEASE AGREEMENT

SUBLEASED MINING CLAIMS

EUREKA COUNTY, NEVADA

COUNTY RECORDED

BLM SERIAL NO BOOK / PAGE / INSTRUMENT AMENDED BOOK / PAGE / INSTRUMENT

BLM SERIAL NO	BOOK / PAGE / INSTRUMENT	AMENDED BOOK / PAGE / INSTRUMENT	AMENDED BOOK / PAGE / INSTRUMENT	AMENDED BOOK / PAGE / INSTRUMENT	CLAIM NAME
104535				74 604	SEL RAT #125
104536				74 605	SEL RAT #126
104537				74 606	SEL RAT #127
104538				74 607	SEL RAT #128
104539				74 608	SEL RAT #129
104540				74 609	SEL RAT #130
104541				74 610	SEL RAT #131
104542				74 611	SEL RAT #132
104543	91020	006	118	74 612	SEL RAT #133 AMENDED
104544				74 613	SEL RAT #134
104545				74 614	SEL RAT #135
104546				74 615	SEL RAT #136
104547				74 616	SEL RAT #137
104548				74 617	SEL RAT #138
141787				79 164	SEL RAT #139 A
203222	91021	007	118	95 527	SEL RAT #139 AMENDED
141788				79 165	SEL RAT #140
141789				79 166	SEL RAT #141
141790				79 167	SEL RAT #142
141791				79 168	SEL RAT #143
141792				79 169	SEL RAT #144
141793				79 170	SEL RAT #145
141794				79 171	SEL RAT #146
141795				79 172	SEL RAT #147
141796				79 173	SEL RAT #148
141797	90101	292	116	79 174	SEL RAT #149 AMENDED
141798	90102	293	116	79 175	SEL RAT #150 AMENDED
141799	90103	294	116	79 176	SEL RAT #151 AMENDED
141800	90104	295	116	79 177	SEL RAT #152 AMENDED
141801	90105	296	116	79 178	SEL RAT #153 AMENDED
141802	90106	297	116	79 179	SEL RAT #154 AMENDED

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SCHEDULE II
TO
MINING SUBLEASE AGREEMENT

SUBLEASED MINING CLAIMS

EUREKA COUNTY, NEVADA

COUNTY RECORDED

BLM

CLAIM NAME BOOK / PAGE / INSTRUMENT AMENDED BOOK / PAGE / INSTRUMENT SERIAL NO

CLAIM NAME	BOOK / PAGE / INSTRUMENT	AMENDED BOOK / PAGE / INSTRUMENT	SERIAL NO
SEL RAT #155 AMENDED	79 180	116 298	141803
SEL RAT #156 AMENDED	79 181	116 299	141804
SEL RAT #157 AMENDED	79 182	116 300	141805
SEL RAT #158 AMENDED	79 183	116 301	141806
SEL RAT #159 AMENDED	79 184	116 302	141807
SEL RAT #160 AMENDED	79 185	116 303	141808
SEL RAT #161 AMENDED	79 186	116 304	141809
SEL RAT #162 AMENDED	79 187	116 305	141810
SEL RAT #163 AMENDED	79 188	116 306	141811
SEL RAT #164 AMENDED	79 189	116 307	141812
SEL RAT #165 AMENDED	79 190	116 308	141813
SEL RAT #166 AMENDED	79 191	116 309	141814
SEL RAT #167 AMENDED	79 192	116 310	141815
SEL RAT #168 AMENDED	79 193	116 311	141816
SEL RAT #397	110 110		265000
SEL RAT #398	110 139		265001
SEL RAT #399	110 140		265002
SEL RAT #400	110 141		265003
SEL RAT #401	110 142		265004
SEL RAT #402	110 143		265005
SEL RAT #406	118 002		290598
TREVOR #1	294 478	161849	735947

Number of claims: 146

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
John Guy Miller
98 JAN 30 PM 1:57
EUREKA COUNTY NEVADA
M.H. REDALATI, RECORDER
FILE NO. _____
FEES \$2.00

169623

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