

Recorded at the request of,
and when recorded return to:
Tonkin Springs LLC
c/o Thomas P. Erwin, Esq.
Erwin Thompson & Hascheff
One East Liberty, Suite 424
Reno, Nevada 89504

171960

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION, made this 26th day of February, 1999, is from each of **Gold Capital Corporation**, a Colorado corporation, whose address for these purposes is 2195 North Highway 83, Suite 10, Franktown, Colorado 80116 ("GCC"), **Tonkin Springs Venture Limited Partnership**, a Nevada limited partnership, whose address for these purposes is 55 Madison Street, Suite 700, Denver, Colorado 80206 ("TSVLP"), and **Tonkin Springs Project Joint Venture**, a joint venture by and between TSVLP and GCC, whose address for these purposes is 2195 North Highway 83, Suite 10, Franktown, Colorado 80116 ("TSPJV") (GCC, TSVLP and TSPJV are collectively referred to hereinafter as the "Assignors") and is to **Tonkin Springs LLC**, a Delaware limited liability company, whose address for these purposes is c/o Tonkin Springs Management Co., 401 Bay Street, Suite 2302, Toronto, Ontario M5H 2Y4, Canada (hereinafter "Assignee").

KNOW ALL MEN BY THESE PRESENTS, that Assignors, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have assigned, transferred, granted, bargained, sold and conveyed, and by these presents do hereby assign, transfer, grant, bargain, sell and convey to Assignee, its successors and assigns forever, the entire leasehold estate and all other right, title and interest of the lessee under, in and to that certain Mining Lease, dated November 20, 1988 (the "Lease"), originally by and between Aaron Buffington and Ethel Buffington (as "Lessors") and Tonkin Springs Gold Mining Company (as "Lessee"), a Memorandum of which was recorded in Eureka County, Nevada in Book 196 at Page 306. Assignors, or certain Assignors, held the entire leasehold estate under the Lease immediately prior to the execution and delivery of this Assignment and Assumption. The Lease currently covers these certain unpatented mining and/or mill site claims situated in Eureka County, Nevada more particularly described in Exhibit A appended hereto and incorporated herein (the "Leased Premises").

TOGETHER with all and of Assignors' respective estate, right, title, interest, benefit, claim and demand whatsoever, either in law or equity, of, in and to: (i) the hereditaments and appurtenances thereto belonging, or in anywise appertaining; (ii) the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and (iii) the Leased Premises, with the hereditaments and appurtenances, including, without limitation, the minerals, mineral rights, water, water rights, easements, rights of access, surface rights, subsurface rights, buildings, improvements, facilities, materials,

stockpiles, personal property, fixtures, and appurtenances thereto, therein, thereon or thereunder (collectively, including without limitation the entire leasehold estate under the Lease, the "Assignors' Estate"). It is the express intention of the Assignors that, regardless as to how title to the Assignors' Estate is held immediately prior to the execution and delivery of this Assignment, upon execution and delivery hereof title to the Assignors' Estate shall be held entirely by Assignee.

TO HAVE AND TO HOLD the Assignors' Estate above bargained and described unto the Assignee, its heirs, successors and assigns forever. Each of the Assignors (the "warranting Assignor"), for itself, its successors and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained Assignor's Estate in the quiet and peaceable possession of the Assignee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the warranting Assignor. Each of the Assignors further warrants that the Assignors' Estate is free and clear of all liens, encumbrances, rights, liabilities, obligations, claims and demands arising by, through or under it.

Tonkin Springs LLC does hereby agree to assume all duties and obligations of the lessee under the Lease that accrue subsequent to the date of this Assignment.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Assignors and the Assignee has executed and delivered this Assignment and Assumption, as of the day and year first above written.

ASSIGNORS:

GOLD CAPITAL CORPORATION

By: 
Jack Stoch, Chief Executive Officer


TONKIN SPRINGS VENTURE LIMITED PARTNERSHIP

By **Tonkin Springs Gold Mining Company,**
as its General Partner

By: 
William H. Reid, President

TONKIN SPRINGS PROJECT JOINT VENTURE


By **Gold Capital Corporation,** as its Manager
and one of its Participants

By: 
Jack Stoch, Chief Executive Officer

TONKIN SPRINGS PROJECT JOINT VENTURE

By **Tonkin Springs Venture Limited Partnership,** as one of its Participants


By **Tonkin Springs Gold Mining Company,**
as its General Partner

By: 
William H. Reid, President

ASSIGNEE:

TONKIN SPRINGS LLC

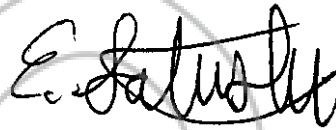
By **Tonkin Springs Management Company,** its
Manager

By: 
Its: CHIEF FINANCIAL OFFICER

PROVINCE OF ONTARIO)
) ss.
CITY OF TORONTO)

I, Elton Satusky, duly appointed Commissioner for Oaths for the Province of Ontario, do hereby certify that Jack Stoch personally came before me this day and acknowledged that he is the Chief Executive Officer of Gold Capital Corporation, and acknowledged, on behalf of Gold Capital Corporation the due execution of the foregoing Assignment.

WITNESS my hand and official seal, this 26th day of February, 1999.



A Commissioner, etc.

Elton Satusky, a Commissioner, etc.,
Province of Ontario, while a student-at-law.
Expires June 1, 2001.

PROVINCE OF ONTARIO)
) ss.
CITY OF TORONTO)

I, Elton Satusky, duly appointed Commissioner for Oaths for the Province of Ontario, do hereby certify that Jack Stoch personally came before me this day and acknowledged that he is the Chief Executive Officer of Gold Capital Corporation, and acknowledged, on behalf of Gold Capital Corporation, as Manager and one of the Participants of Tonkin Springs Project Joint Venture, the due execution of the foregoing Assignment.

WITNESS my hand and official seal, this 26th day of February, 1999.



A Commissioner, etc.

Elton Satusky, a Commissioner, etc.,
Province of Ontario, while a student-at-law.
Expires June 1, 2001.

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BEFORE ME personally appeared William ^W Reid on this 25th day of February, 1999, and executed the above Assignment, as President of Tonkin Springs Gold Mining Company, as General Manager of Tonkin Springs Venture Limited, and acknowledged to me that he executed the same in that capacity.

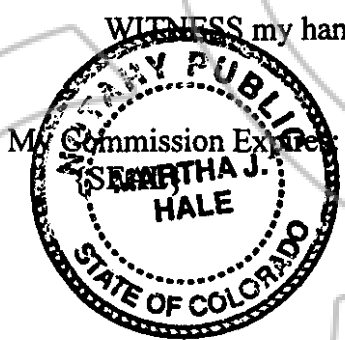


WITNESS MY HAND AND OFFICIAL SEAL.

Martha J. Hale
Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BEFORE ME personally appeared William ^W Reid on this 25th day of February, 1999, and executed the above Assignment, as President of Tonkin Springs Gold Mining Company, as General Partner of Tonkin Springs Venture Limited Partnership, as one of the Participants of Tonkin Springs Project Joint Venture, and acknowledged to me that he executed the same in that capacity.



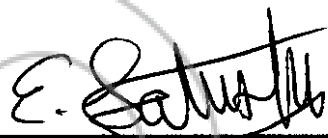
WITNESS my hand and official seal, this 25th day of February, 1999.

Martha J. Hale
Notary Public

PROVINCE OF ONTARIO)
) ss.
CITY OF TORONTO)

I, Elton Satusky, duly appointed Commissioner for Oaths for the Province of Ontario, do hereby certify that David Garofalo personally came before me this day and acknowledged that he is the Chief Financial Officer of Tonkin Springs Management Company, as Manager of Tonkin Springs LLC, and acknowledged, on behalf of Tonkin Springs LLC the due execution of the foregoing Assignment.

WITNESS my hand and official seal, this 26th day of February, 1999.



A Commissioner, etc.

Elton Satusky, a Commissioner, etc.,
Province of Ontario, while a student-at-law.
Expires June 1, 2001.

Exhibit A
to
Assignment and Assumption
of
Buffington Lease

Lease: Buffington Lease

10 lode claims

Location: T25N, R49E, Section 31
T25N, R48E, Section 24
M.D.B.&M., Eureka County, Nevada

Owners: Aaron & Ethel Buffington
P.O. Box 243
Eureka, NV 89316

Lode Claim Name

County Recording
Book/Page

BLM-NMC
Serial Number

BIG JOKER 1	65/496	29558
LITTLE JOCKER #1	65/391	28479
LITTLE JOCKER #2	65/392	28480
LITTLE JOCKER #3	65/393	28481
LITTLE JOCKER #4	65/394	28482
LITTLE JOCKER #5	65/395	28483
LITTLE JOKER #6	66/552	39052
LITTLE JOKER #7	66/553	39053
LITTLE JOKER #8	66/554	39054
LITTLE JOKER #9	66/555	39055

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Thomas P. Erwin
99 MAR -1 AM 11:46

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 13.00
171960

BOOK 325 PAGE 574