

SECOND AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is made and entered into as of this 4<sup>th</sup> day of March, 1986 by and between GEORGE ALDO PACINI and his wife, DOROTHY PACINI, collectively referred to as "LESSOR"; and the CARLIN GOLD MINING COMPANY, a Delaware corporation, referred to as "LESSEE;"

## W I T N E S S E I H:

WHEREAS the LESSOR is the owner of those certain mining claims (ELEMENTS) more particularly described in Exhibit A attached hereto and made a part hereof, generally located in Eureka County, Nevada, referred to as the "Mining Properties;" and

WHEREAS the LESSOR presently leases the Mining Properties to the LESSEE by virtue of that certain Lease Agreement dated as of the 1st day of March, 1978, which 1978 Lease Agreement was amended by that Amendment Agreement dated as of the 11th day of October, 1979, which Amendment Agreement was duly recorded in the Official Records of Eureka County, Nevada, on October 15, 1979, in Book 75, at Pages 115-116; and

WHEREAS the parties hereto are desirous of entering into this Amendment to effectuate certain changes at a time when the parties are also entering into another Lease Agreement that is to become effective upon the expiration of the current, 1978 Lease Agreement, entered into to extend and continue the lease relationship of the LESSOR and the LESSEE;

NOW THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable

1.

BOOK 143 PAGE 003

consideration, the receipt and sufficiency of which is hereby acknowledged, the LESSOR and LESSEE hereby agree to amend the Lease Agreement of March 1, 1978, as previously amended on October 11, 1979 by adopting the following further amendments thereto:

1. That Paragraph 3 (CONSIDERATION OF LEASE) of the 1978 Lease Agreement, having been fulfilled by the initial payment of the LESSEE to the LESSOR in 1978, is to be deleted and replaced with the following:

3. USE OF MINING PROPERTIES: Upon the Effective Date of this Agreement LESSEE shall have the exclusive right and privilege, but not the duty, during the term hereof to enter into and upon the Mining Properties to explore for, extract, remove, mine, treat, ship and sell ores, minerals, metals, or such other material found in or upon said Mining Properties which LESSEE may deem profitable, including material which has value to the LESSEE solely because of its geographical location, and the full right, privilege and authority to construct, erect, operate, use and maintain on or in the Mining Properties any and all buildings, structures, machinery, excavations, shafts, openings, ditches, water pipes, roads and other improvements, property and fixtures, stockpiles of ore, and mine waste and tailings disposal systems, which, in LESSEE's judgment, may be reasonably necessary, convenient or suitable for mining, removing, concentrating, beneficiating, smelting, shipping and selling any of such ores, minerals, metals, or products thereof, as may be taken from the Mining Properties or any neighboring property, or for any activities incidental thereto. It is further understood and agreed that the LESSEE may transport ores mined from the Mining Properties to, and process such ores at, other properties at the LESSEE's discretion. LESSEE shall have the right to use all waters appurtenant to the Mining Properties for mining and milling purposes. LESSEE shall have the right to commingle ores produced from the Mining Properties with ores from any other source, provided however, that LESSEE shall maintain accurate daily tonnage and grade sampling records and shall furnish copies of such records to LESSOR at the time royalties are paid.

2.

BOOK | 43 PAGE 04

2. That Paragraph 4 (TERM OF LEASE) of the 1978 Lease Agreement is hereby amended to read as follows:

4. TERM OF LEASE: This Lease shall be and remain in full force and effect for a term of TEN (10) years commencing on the date hereof and ending on the 29th day of February, 1988 at 11:59 p.m., unless sooner terminated by forfeiture or surrender as hereinafter provided.

3. That Paragraph 5 (PRODUCTION ROYALTY) of the 1978 Lease Agreement is to be deleted and replaced with the following:

5. PRODUCTION ROYALTIES: If and when the LESSEE commences production of metals and minerals from the Mining Properties, the LESSEE shall pay the LESSOR a production royalty of TEN PERCENT (10%) of the net mint or smelter returns (NSR) upon all metals, ores, minerals and mineral substances (or concentrates produced therefrom by LESSEE) produced, sold and shipped from the Mining Properties.

A. The term "net mint or smelter returns" (NSR) shall mean the amount actually received from the mint, smelter or refinery by the LESSEE, after deducting treatment costs and/or penalties deducted by the mint, smelter or refinery, and as shown on the regular returns, and, in addition, there shall also be deducted the cost of reasonable insurance, and shipping of dore bullion or concentrates from mills or concentrators on or near the Mining Properties to the smelter and/or refinery where shipped.

B. Payment of the production royalty to the LESSOR shall be made by LESSEE on or before the 25th day of each month following the month in which mint, smelter or refinery returns, or other proceeds, are received by the LESSEE, and shall be accompanied by a copy of the mint, smelter or refinery returns, or other documentation pertaining to such shipment and a certified statement showing the number of dry short tons of ore or concentrates produced and shipped from which the returns were received.

4. That Paragraph 11 (NOTICES) of the 1978 Lease Agreement is to be deleted and replaced with the following:

11. NOTICES: Any notice or demand which is required to be given hereunder by either party hereto which either party may desire to give to the other hereunder shall be given in writing by mailing the same

by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the other party at his respective address shown below and, to be effective, must be made to all those designated to receive copies set forth below. A notice hereunder shall be effective the day next following deposit thereof in the United States mail or, if made by personal delivery, the same shall become effective on the day of such delivery to the party as provided herein. A party's address, as set forth hereinbelow and/or the person to whose attention the notice is to be given, may be changed by such party by notice given as provided herein to the other party:

If the notice is to LESSOR:

George Aldo Pacini  
803 Camp Street  
Carlin, Nevada 89822

If the notice is to LESSEE:

Carlin Gold Mining Company  
Attention: General Manager  
P. O. Box 079 667  
Carlin, Nevada 89822

with a copy to:

Newmont Services, Ltd.  
Attention: Graham Clark, Esq.  
200 Desert Sky Road  
Tucson, Arizona

5. That all other provisions of the Lease Agreement shall remain in full force and effect, as amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

LESSOR:

George Aldo Pacini  
GEORGE ALDO PACINI

Dorothy Pacini  
DOROTHY PACINI

4.

BOOK 1 43 PAGE 006

LESSEE:

ATTEST

CARLIN GOLD MINING COMPANY, a Delaware corporation

BY: \_\_\_\_\_

BY: Robert C. Zerga

TITLE: \_\_\_\_\_

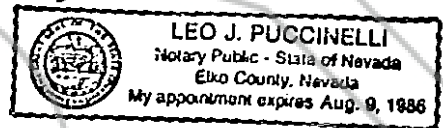
TITLE: V.P. & Gen. Mgr.

STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )

On March 4, 1986, personally appeared before me, a Notary Public, GEORGE ALDO PACINI, who acknowledged to me that he executed the above instrument in that capacity.

Leo J. Puccinelli  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )



On March 4, 1986, personally appeared before me, a Notary Public, DOROTHY PACINI, who acknowledged to me that she executed the above instrument in that capacity.

Leo J. Puccinelli  
NOTARY PUBLIC

STATE OF Nevada )  
 ) SS.  
COUNTY OF Elko )



On March 10, 1986, personally appeared before me, a Notary Public, Robert C. Zerga, known to me to be a duly qualified and acting officer of CARLIN GOLD MINING COMPANY, who acknowledged to me that he executed the above instrument in that capacity.

John C. Miller  
NOTARY PUBLIC

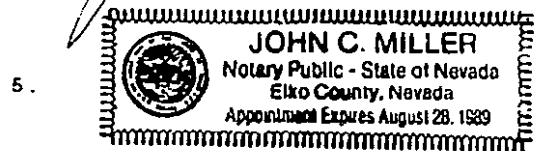


EXHIBIT A

Those certain unpatented mining claims generally located within Sections 27, 28, 33 and 34, Township 34 North, Range 51 East, Unknown (Maggie Creek) Mining District, Eureka County, Nevada, more particularly described as follows:

ELEMENTS #1 - 68      BLM Nos. NMC-112759-112826

As depicted on that certain map filed as File No. 56459, Official Records, Eureka County, Nevada, September 1, 1972.

RECORDED AT REQUEST OF  
John C. Miller  
BOOK 143 PAGE 3

86 MAR 12 10:58

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M. N. REBALEATI, RECORDER  
FILE NO. 102165  
FEE \$ 10.00

EXHIBIT A

BOOK 143 PAGE 08