

Note: This First Amendment shall be filed in the real estate records, and when filed shall be effective as a financing statement covering fixtures, minerals as extracted and all other collateral located on the real property described in Exhibit A-1. The debtor is the record owner of the real property that is the subject of this financing statement.

121452

FIRST AMENDMENT TO MORTGAGE, DEED OF TRUST,
SECURITY AGREEMENT AND FINANCING STATEMENT

This FIRST AMENDMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of August 11, 1988 (the "First Amendment"), is made by BARRICK GOLDSTRIKE MINES INC., a Delaware corporation ("Barrick Goldstrike"), whose address is P.O. Box 29, Elko, Nevada 89801, PANCANA MINERALS, INC., a Colorado corporation ("PanCana"), whose address is P.O. Box 29, Elko, Nevada 89801, and Barrick Goldstrike and PanCana carrying on business jointly and severally as BARRICK GOLDSTRIKE JOINT VENTURE (the "Joint Venture"), whose address is P.O. Box 29, Elko, Nevada 89801 (Barrick Goldstrike, PanCana and the Joint Venture hereinafter collectively called the "Borrower"), as debtor, in favor of FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation (the "Trustee"), whose address is 518 Idaho Street, Elko, Nevada 89801, for the benefit of THE TORONTO-DOMINION BANK, a Canadian Chartered Bank (the "Bank"), whose address is Chicago Branch, 3 First National Plaza, Suite 1900, Chicago, Illinois 60602, as secured party and beneficiary.

RECITALS:

1. The Borrower has executed in favor of the Trustee for the benefit of the Bank a Mortgage, Deed of Trust, Security Agreement and Financing Statement dated as of February 23, 1988 (the "Original Mortgage"), whereby the Borrower grants to the Bank the liens and security interests which are called for in that certain Gold Loan Agreement dated as of February 23, 1988 among the Borrower, American Barrick Resources Corporation, Barrick Goldstrike and PanCana, as Guarantors, and the Bank (the "Gold Loan Agreement"). The defined terms set forth in the Original Mortgage and the Gold Loan Agreement shall have the same meaning when used in this First Amendment except where terms are otherwise specifically defined herein.

2. The Original Mortgage has been recorded in Book 172, Page 546 of the real estate records of Eureka County, Nevada, filed as UCC File No. 1217 of the Uniform Commercial Code records of Eureka County, Nevada, recorded in Book 605, Page 575 of the real estate records of Elko County, Nevada, and filed as File No. 11312 of the Uniform Commercial Code records of Elko County, Nevada.

3. Pursuant to the terms of the Gold Loan Agreement and the Original Mortgage, the Borrower has the right, at any

BOOK 184 PAGE 140

time during the term of the Original Mortgage, to relocate or amend any of the mining claims or millsites or to locate any additional mining claims or millsites which are intended to supercede, correct or otherwise take the place of mining claims or millsites included in the Lands or to locate or acquire other mining claims or millsites on the land embraced in the Lands, or to take reasonable measures from time to time which in the reasonable judgment of the Borrower may be required to preserve its rights in the continued occupation and use of the Project Lands upon which its facilities are located.

4. Pursuant to the terms of the Gold Loan Agreement and the Original Mortgage, all such amended, relocated or additional mining claims or millsites and such new or substitute interests or rights are automatically brought within the terms of the Original Mortgage, and the Borrower is required to execute any instruments which the Bank may reasonably require to evidence the inclusion of such amended, relocated or additional mining claims or millsites and such new or substitute interests or rights within the coverage of the Original Mortgage.

5. Since the date of the Original Mortgage, the Borrower has amended or relocated mining claims or millsites, located additional mining claims or millsites, and/or acquired new or substitute interests or rights.

6. This First Amendment is intended to evidence the inclusion of such amended, relocated or additional mining claims or millsites and/or such new or substitute interests or rights within the coverage of the Original Mortgage.

AGREEMENT:

In consideration of the mutual promises contained in the Original Mortgage, the debts and trusts described therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. In order to secure payment and performance of the Obligations, Borrower hereby grants, bargains, sells, assigns, mortgages, transfers and conveys to the Trustee and the Bank, with power of sale, and grants a security interest to the Bank in, all of the following (the "Additional Collateral"):

(a) All of the Borrower's present and hereafter acquired right, title and interest in and to the mining claims or millsites located in Elko and/or Eureka County, Nevada, described in Exhibit A-1 attached hereto and made a part hereof, and any amended, relocated, renewal or replacement mining claims or millsites affecting the same (the "Additional Claims"), together with all Minerals in, on or under such Additional Claims (the "Additional Minerals") whether or not severed or extracted from such property (the "Additional Claims and Additional Minerals" being collectively called the "Additional Lands"), excluding any

Additional Lands not presently described in Exhibit A-1 hereafter acquired pursuant to the Newmont Agreement;

(b) All of the Borrower's present or hereafter acquired right, title and interest in and to the Improvements now or hereafter located in, on or under, affixed to or erected on the Additional Lands (the "Additional Improvements") and all easements, licenses, privileges, uses and rights-of-way now or hereafter appurtenant to the Additional Lands or the Additional Improvements or used in connection therewith, all water and water rights and applications for water rights, ditch and ditch rights, reservoir and reservoir rights, stock or interest in irrigation or ditch companies appurtenant to the Additional Lands and all other rights to water for use at or in connection with the Additional Lands or the Additional Improvements (collectively, the "Additional Easements") excluding any Additional Easements hereafter acquired from Newmont;

(c) All of the Borrower's present or hereafter acquired right, title and interest in and to the Operating Equipment now or hereafter located in, on or under, affixed to or installed on the Additional Lands or the Additional Improvements or used or purchased for use by the Borrower in connection with the locating, mining, production, treatment, storage, transportation, manufacture or sale of the Additional Minerals or the use or operation of Operating Equipment, the Additional Lands or the Additional Improvements (collectively, the "Additional Operating Equipment");

(d) All of the accounts, contract rights (including, without limitation, all of the Borrower's interest in and rights under any present or future access, operating, joint venture, mining partnership, or other agreement relating to the development or operation of the Additional Lands) and general intangibles (including, without limitation, the interest of each Joint Venturer in the Joint Venture and of each Joint Venturer and/or the Borrower in any other joint venture or partnership formed for the purpose of developing or operating any part of the Additional Lands), governmental permits and licenses (to the extent a security interest may be granted in the same) now or hereafter arising out of, used in connection with or relating to the locating, mining, production, treatment, storage, transportation, manufacture or sale of the Additional Minerals or the use or operation of the Additional Lands or the Additional Improvements, excluding such accounts, contract rights and general intangibles relating to the Newmont Agreement except to the extent permitted by the Newmont Agreement;

(e) All awards heretofore and hereafter made to the Borrower for the taking by eminent domain or by zoning of all or any part of the Additional Lands, Additional Improvements,

Additional Easements or Additional Operating Equipment, and all insurance proceeds paid or payable in respect of any casualty to or affecting the Additional Lands, Additional Improvements, Additional Easements or Additional Operating Equipment; and

(f) All of the proceeds and products of, and all replacements of, substitutions for or accessions to, the collateral described in clauses 1(a) through 1(e) above.

To have and to hold all of the above Additional Collateral, together with any and all of the rights, privileges, benefits, hereditaments and appurtenances in any wise belonging, incidental or appertaining thereto, to the Trustee, in trust, for the security and benefit of the Bank, to secure and enforce the payment in satisfaction of the Obligations.

2. The mining claims or millsites described in Exhibit A-1 attached hereto and the Additional Collateral shall be subject to all terms and conditions set forth in the Original Mortgage and the Gold Loan Agreement, the same as if such mining claims or millsites and the Additional Collateral had been originally described in such Original Mortgage and Gold Loan Agreement.

3. Except as herein modified, the Original Mortgage remains unchanged and continues to be in full force and effect.

Executed as of the day and year first above written.

BARRICK GOLDSTRIKE MINES INC.,
a Delaware corporation

By: *[Signature]*

Title: Vice President

PANCANA MINERALS, INC.,
a Colorado corporation

By: *[Signature]*

Title: Vice President

BARRICK GOLDSTRIKE JOINT VENTURE,
a Joint Venture, by its Operator
BARRICK GOLDSTRIKE MINES INC.,
a Delaware corporation

By: G. C. Wilkins

Title: Vice President

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT OF : ss.
YORK)

On the 11 day of August, 1988, personally
appeared before me, a Notary Public, G. C. Wilkins, the
Vice-President of Barrick Goldstrike Mines Inc., who
acknowledged that he executed the above instrument.

[SEAL]

SEAL

Affixed

My Commission Expires:

WRITING DESIGNED FOR NOTARY PUBLIC,
JUDICIAL DISTRICT OF YORK, APPOINTED TO THE OFFICE OF
NOTARY PUBLIC AND FURNISHING INSTRUMENTS TO
AMERICAN BRICK RESOURCES CORPORATION AND ITS SUBSIDIARIES,
ASSOCIATED AND AFFILIATED COMPANIES.
EXPIRES JANUARY 5, 1990.

G. C. Wilkins
NOTARY PUBLIC

Residing at: Mississauga, Ontario

PROVINCE OF ONTARIO,
JUDICIAL DISTRICT : SS.
OF YORK)

On the 11 day of August, 1988, personally
appeared before me, a Notary Public, G. C. Wilkins, the
Vice-President of PanCana Minerals, Inc. who acknowledged
that he executed the above instrument.

(SEAL)

SEAL

Affixed

My Commission Expires:

WILKINS GORDON ROBERTSON, Notary Public,
Judicial District of York, qualified by the attestation of
instruments and the JUDGE OF ANTIQUITIES, for
American Barrick Resources Corporation and its subsidiary,
associated and affiliated Companies.
expired January 6, 1990.

G. C. Wilkins
NOTARY PUBLIC

Residing at: Mississauga, Ontario

PROVINCE OF ONTARIO,
JUDICIAL DISTRICT : SS.
OF YORK)

On the 11 day of August, 1988, personally
appeared before me, a Notary Public, G. C. Wilkins, the
Vice-President of Barrick Goldstrike Mines Inc., the Operator
of Barrick Goldstrike Joint Venture, who acknowledged that he
executed the above instrument.

(SEAL)

SEAL

Affixed

My Commission Expires:

WILKINS GORDON ROBERTSON, Notary Public,
Judicial District of York, qualified by the attestation of
instruments and the JUDGE OF ANTIQUITIES, for
American Barrick Resources Corporation and its subsidiary,
associated and affiliated Companies.
expired January 6, 1990.

G. C. Wilkins
NOTARY PUBLIC

Residing at: Mississauga, Ontario

291:060988A

Exhibit A-1

The following unpatented mining and millsite claims located in Eureka County, Nevada, which have been recorded in the office of the Recorder of Eureka County, and filed in the Nevada State Office of the Bureau of Land Management, as follows:

<u>Name of Claims</u>	<u>Recorded Eureka County</u>		<u>BLM N MC Number</u>
	<u>Book</u>	<u>Page</u>	
WS 82-1 and WS 83-1	172	426-427	Not filed
WS 84-1 through WS 88-1	177	239-243	480215-480219
WS 89 through WS 97	177	244-252	480220-480228
WS 98 through WS 99	177	253-254	480229-480230
WS 100 through WS 109	177	255-264	480231-480240
WS 110 through WS 113	172	454-457	474308-474311
WS 114 through WS 123	177	265-274	480241-480250
WS 124 through WS 125	177	275-276	480251-480252
WS 126 through WS 133	172	458-465	474312-474319
WS 134 through WS 139	172	466-471	474320-474325
WS 140 through WS 142	172	472-474	474326-474328
WS 143 through WS 150	172	475-482	474329-474336
WS 151 through WS 152	172	483-484	474337-474338
WS 153 through WS 161	172	485-493	474339-474447

BOOK | 84 PAGE | 46

Name of Claims	Recorded Eureka County Book	Page	BLM N MC Number
WS 162 through WS 166	172	494-498	474348-474352
WS 167 through WS 168	172	499-500	474353-474354
WS 169	172	501	474355
WS 170 through WS 173	172	502-505	474356-474359
WS 174	172	506	474360
WS 175 through WS 182	172	507-514	474361-474368
WS 183 through WS 186	172	515-518	474369-474372
WS 187 through WS 201	172	531-545	474373-474387
SJ No. 1 through SJ No. 16	175	196-211	471413-471428
Pandora No. 1 through Pandora No. 10 and Pandora No. 11F through Pandora No. 14F	175	212-225	471429-471442
Corbett No. 1F and Corbett No. 2 through Corbett No. 4	175	226-229	471443-471446

291:062188B

RECORDED AT THE REQUEST OF

BOOK 184 PAGE 140

Barick Goldstrike Mines

88 SEP 15 P2 55

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.M. REBALEA, RECORDER
FILE NO.

FEE \$ 12.00

121452

BOOK 184 PAGE 147