

126896

BARRICK GOLDSTRIKE MINES INC.

Trustor

and

FIRST AMERICAN TITLE COMPANY OF NEVADA,

Trustee

and

THE BANKS NAMED HEREIN AND
UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT,

Beneficiaries

DEED OF TRUST, MORTGAGE,
SECURITY AGREEMENT,
FINANCING STATEMENT AND
ASSIGNMENT OF PROCEEDS,
RENTS AND LEASES

Dated as of March 22, 1989

This instrument affects real and personal property situated in the State of Nevada, in Eureka and Elko Counties.

A carbon, photographic or other reproduction of this instrument is sufficient as a financing statement. This instrument contains after-acquired property provisions. This instrument secures payment of obligatory future advances in a principal amount of up to 1,050,000 ounces of gold of a purity of .995 fine, together with interest thereon. With respect to such obligatory future advances, this instrument shall be governed by N.R.S. §§ 106.300 to 106.400, inclusive. This instrument covers proceeds of collateral. This instrument covers minerals and other substances of value which may be extracted from the earth and which will be financed at the mine portal of the mines located on the properties described in Exhibit A hereto. This financing statement is to be filed for record in the real estate records of the county recorders of Eureka and Elko Counties. Trustor is the record owner of the real estate as set forth in Exhibit A attached hereto. The Beneficiaries are not sellers or purchase money lenders of the collateral covered by this financing statement.

For purposes of recording this instrument as a financing statement, Barrick Goldstrike Mines Inc. is the Debtor and the Banks named herein and Union Bank of Switzerland, New York Branch, as Agent, are the Secured Parties.

RECORD AND RETURN TO:

William B. Prince, Esq.
Holme, Roberts & Owen
50 South Main Street
Salt Lake City, Utah 84144

BOOK 185 PAGE 441

See BK-233 pg 95 for Amendment
See BK 241, Pg. 172 for First Supplement
See BK 241, Pg. 214 for First Supplement
See Book 284 pg 183 Bill Reoneyman

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DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT,
FINANCING STATEMENT AND
ASSIGNMENT OF PROCEEDS, RENTS AND LEASES

THIS DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES made as of the 22nd day of March, 1989, by and between BARRICK GOLDSTRIKE MINES INC., a Delaware corporation ("Trustor"), whose address is P.O. Box 89, Elko, Nevada 89801, Attention: Mine Manager, to FIRST AMERICAN TITLE COMPANY OF NEVADA ("Trustee"), whose address is 201 West Liberty Street, Reno, Nevada 89501, in favor of UNION BANK OF SWITZERLAND, NEW YORK BRANCH, as Agent and in its individual capacity, whose address is 299 Park Avenue, New York, New York 10171, Attention: Project Finance Group, WESTPAC BANKING CORPORATION, whose address is 335 Madison Avenue, New York, New York 10171, Attention: Vice President, THE ROYAL BANK OF CANADA, whose address is Grand Cayman (North American No. 2), c/o The Royal Bank of Canada, Portland Branch, 1515 Southwest 5th Avenue, Suite 900, Portland, Oregon 97201, THE BANK OF NEW YORK, whose address is 48 Wall Street, New York, New York 10286, Attention: Oil, Gas and Extractive Industry Division - Assistant Vice President, BARCLAYS BANK PLC, whose address is 168 Fenchurch Street, London EC3P 3HP U.K., Attention: W.H. Smith, BANK OF MONTREAL, whose address is 430 Park Avenue, New York, New York 10022, Attention: Joseph M. Longpre, COMMERZBANK INTERNATIONAL S.A., whose address is 11, rue Notre Dame, L-2240 Luxemburg, Attention: Ralf Kreikenbaum/Eva-Maria Orschel, DRESDNER BANK AG, whose address is Jürgen-Ponto-Platz 1, Post Office Box 11 06 61, 6000 Frankfurt 11, Frankfurt am Main, West Germany, Attention: Direktor Kreditabteilung, MELLON BANK, N.A., whose address is Suite 4412, One Mellon Bank Center, Pittsburgh, Pennsylvania 15258, Attention: Frederick K. Beard, Executive Vice-President, and N M ROTHSCHILD & SONS LIMITED, whose address is New Court, St. Swithin's Lane, London EC4P 4DU U.K. (individually, a "Beneficiary" and collectively, the "Beneficiaries").

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

Trustor hereby covenants and agrees as follows:

ARTICLE 1

Grant of Security Interests

1.01. Grant of Security Interests. IN CONSIDERATION of the matters herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor does hereby grant, mortgage, pledge, assign, transfer and convey to Trustee, and to its successors and assigns, in trust, with power of sale, for the benefit and security of Beneficiaries under and subject to the terms and conditions herein set forth, the following property (the "Mortgaged Property"):

(a) All of Trustor's present or hereafter acquired right, title and interest in and to the following: the unpatented federal mining claims (collectively, the "Mining Claims"), the unpatented federal millsite claims (collectively, the "Millsite Claims") and the mining or other leases (collectively, the "Leases") described on Exhibit A hereto and made a part hereof; together with all other unpatented federal mining claims and millsite claims, mining or other leases, fee simple estates, surface estates, mineral estates, royalty interests, overriding royalty interests and net profit or other interests in real property covering, relating to or affecting property located in Eureka and Elko Counties, Nevada, constituting the Project (as the Project may from time to time be developed or modified according to the Mining Plan) (the Mining Claims, the Millsite Claims, the Leases together with such other property, rights, leases, claims and interests being collectively called the "Claims"); including, without limitation, all relocations of, amendments to and patents or land exchanges obtained in lieu of the Mining Claims and the Millsite Claims (which shall be included in the definition of "Mining Claims" or "Millsite Claims", as the case may be); all amendments to and replacements of the Leases (which shall be included in the definition of "Leases"); all veins,

lodes and ledges and all of the dips, spurs, angles, pits, dumps, ponds, tailings, leach heaps, slag piles and stock piles situate on the Claims or therein or appurtenant thereto; together with all of the gold and other minerals, ore, concentrate, dore bar and refined metals, including, without limitation all inventories of minerals, warehouse receipts or documents of title covering the same (collectively, the "Minerals") in, on or under the Claims (the Claims and the Minerals being collectively called the "Lands"); together with all surface rights, easements, rights-of-way, and all other rights of Trustor to use, mine, remove and process the Minerals; and all additional lands, leases, estates, after-acquired titles, mining claims, millsite claims and access and development rights hereafter acquired by Trustor for use in connection with the Lands;

(b) All of Trustor's present or hereafter acquired right, title and interest in and to the following: (i) (collectively, the "Improvements"): all buildings, structures, improvements and fixtures and any alterations thereto or replacements thereof, now or hereafter located in, on or under, affixed or made appurtenant to or erected on the Lands, and (ii) (collectively, the "Easements") all easements, licenses, privileges, uses and rights-of-way now or hereafter appurtenant to the Lands or the Improvements or used in connection therewith or with the mining of the Minerals, including, without limitation, the easements and rights of way described on Exhibit B hereto;

(c) All of Trustor's present or hereafter acquired right, title and interest in and to the following (collectively, the "Water Rights"): all water and water rights, together with all applications for water rights or applications or permits for the use, transfer or change of water rights, ditch and ditch rights, well and well rights, reservoir and reservoir rights, stock or interest in irrigation or ditch companies appurtenant to the Lands and all other rights to water for use at or in connection with the Lands or the Improvements, or the mining of the Minerals, including, without limitation, those rights listed on Exhibit C hereto;

(d) All of Trustor's present or hereafter acquired right, title and interest in and to the following (collectively, the "Equipment"): the surface or subsurface machinery, equipment, motor vehicles and other rolling stock, facilities, structures and fixtures (as defined in accordance with applicable law), supplies, inventory, fittings, appliances, apparatus, material, goods and other articles of personal property or replacements thereof now or hereafter located in, on or under, affixed to or installed on the Lands or the Improvements or used or purchased for use in connection with the locating, mining, production, treatment, storage, transportation, manufacture or sale of the Minerals or the use or operation of the items listed above, the Lands or the Improvements, including, without limitation, those items listed on Exhibit D hereto;

(e) All of Trustor's present or hereafter acquired right, title and interest in and to the following (collectively, the "Agreements"): (i) leases, subleases, agreements, contracts, instruments, evidences of title (and any claims or causes of action under or with respect to such evidences of title), access, operating, joint venture, mining partnership, or other agreements relating to the development or operation of the Lands, including, without limitation, the leases and agreements described on Exhibit E hereto; and (ii) all permits, bonds and licenses, and all other documents, accounts, contract rights and general intangibles 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 Minerals or the use or operation of the Lands or the Improvements (all to the extent a security interest may be granted therein under the terms thereof and applicable law);

(f) All claims, rights and causes of action in contract, tort or otherwise in any way relating to or arising out of the acquisition of the Mortgaged Property by Trustor;

(g) All accounts, contract rights, rents, revenues, bonuses, royalties, payments, profits, issues, incomes, products, documents, instruments, inventories, general intangibles, accessions, pro-

ceeds and other benefits, if any, arising from any of the Mortgaged Property described in paragraphs (a) through (f) of this section 1.01 (all to the extent a security interest may be granted therein under the terms thereof and applicable law); and

(h) All proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property described in paragraphs (a) through (g) of this section 1.01 into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

Without limiting any of the other provisions of this Mortgage, Trustor further expressly grants to Beneficiaries, as secured parties, a security interest in all of those portions of the Mortgaged Property which are or may be subject to the Nevada Uniform Commercial Code provisions applicable to secured transactions.

1.02. Obligations Secured. This Mortgage is executed, acknowledged and delivered by Trustor to secure and enforce the following obligations (the "Obligations") of Trustor:

(a) The obligations of Trustor to Beneficiaries to perform each and every term, covenant and condition of the Loan and Security Agreement, dated as of March 22, 1989 (the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings specified therefor in the Loan Agreement), among Trustor and Beneficiaries, together with the obligations of Trustor to Beneficiaries to perform each and every term, covenant and condition of the Notes and this Mortgage;

(b) The obligations of Trustor to Beneficiaries under the Notes, in the principal amount of 1,050,000 ounces of gold of a purity of .995 fine, or, if less, the amount of the unpaid principal balance thereunder, maturing on June 30, 1997, or such earlier date on which the Loan Agreement terminates, or such later date as may be specified according to the Loan Agreement, but in no event later than June 30, 2000, together with interest thereon from the date of the Notes until paid at the rate and upon the terms provided in the Notes and the Loan Agreement;

(c) All indebtedness, liabilities and obligations of Trustor to Beneficiaries arising pursuant to this Mortgage, the Loan Agreement or the Notes (including, without limitation, all costs and expenses incurred by Beneficiaries, including, without limitation, all legal, engineering and consulting fees, made and arising pursuant to this Mortgage, the Loan Agreement or the Notes or any part thereof, any renewal, extension or change of or substitution for such obligations or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made and incurred at the request of Trustor or Beneficiaries); and

(d) All renewals, extensions, amendments and changes of, or substitutions for, all or any part of the Obligations described in paragraphs (a) through (c) of this section 1.02.

1.03. Obligatory Future Advances. Pursuant to the Loan Agreement, Beneficiaries are obligated to make future advances to Trustor up to the principal amount evidenced by the Notes, upon Trustor's satisfaction of the terms and conditions set forth in the Loan Agreement. With respect to such obligatory future advances, this Mortgage shall be governed by the provisions of Nevada Revised Statutes §§ 106.300 to 106.400, inclusive. Beneficiaries shall have no obligation to make future advances to Trustor upon or after receipt of notices by Beneficiaries, or any of them, or the Agent, to the effect that Trustor elects, has elected or intends to elect to terminate the operation of this Mortgage as security for future advances pursuant to Nevada Revised Statutes § 106.380 or any successor statute or provision.

ARTICLE 2

Ownership, Condition, etc., of Mortgaged Property

2.01. Title to Mortgaged Property. Trustor represents and warrants that:

(a) (i) Trustor has title to the real property, mining claims, easements and other rights of access included in the Mortgaged Property sufficient to develop the Project generally in accordance with

the Mining Plan; (ii) Trustor has, free and clear of all Liens except as permitted by section 6.02(a) of the Loan Agreement, good and defensible record title, subject only to the paramount title of the United States, to the Mining Claims, the Minerals contained therein, and the Millsite Claims constituting the Class A Properties (the "Class A Properties") as described in that certain letter dated as of the date hereof from Trustor to Beneficiaries (the "Title Letter"); (iii) to the best of Trustor's actual knowledge, after reasonable inquiry, Trustor's title to the Mining Claims constituting the Class B Properties (the "Class B Properties") as described in the Title Letter, and the Minerals contained therein, is free and clear of all Liens except as permitted by section 6.02(a) of the Loan Agreement; and (iv) Trustor has good and marketable title to the Improvements and the Equipment, good and defensible record title to the Water Rights, and good and defensible title to the Easements, free and clear of all Liens except as permitted by section 6.02(a) of the Loan Agreement;

(b) (i) The Mining Claims constituting the Class A Properties (A) were properly laid out and monumented consistent with good industry practice on land open to location and (B) a discovery sufficient under applicable law to initiate each Mining Claim was made within the boundaries of each such Mining Claim or, with respect to (A) and (B), Trustor or its predecessors have maintained for the applicable period of limitations in Nevada, continuous, actual, exclusive and adverse possession of each such Mining Claim sufficient to hold such claims against all third parties; Trustor is presently in exclusive possession of each such Mining Claim; all location notices and certificates of location necessary to locate the claims were filed and recorded and assessment work has been performed and filings and recordings made, sufficient to maintain Trustor's exclusive possession of such Mining Claims; and (ii) the Millsite Claims were properly laid out and monumented on nonmineral land open to location; Trustor or its predecessors have maintained continuous, actual and exclusive possession of each Millsite Claim on which all or any part of a building or structure, waste dump, leach pad, ore stockpile, tailings impoundment or other improvement is situated in accordance with the Mining Plan and Trustor has developed and is

implementing a good faith plan to occupy each Mill-site Claim which will be necessary for conducting operations generally in accordance with the Mining Plan; all location notices and certificates of location with respect to the Millsite Claims were properly and timely filed and recorded and all annual filings necessary to keep the Millsite Claims in good standing have been properly and timely made;

(c) Except as has been disclosed to Beneficiaries in writing, Trustor has no knowledge, after reasonable inquiry, of adverse or conflicting claims to or the assertion of adverse interests in or to the Class A Properties and Trustor has no actual knowledge of adverse or conflicting claims to or the assertion of adverse interests in or to the Class B Properties;

(d) The Mortgaged Property covers and embraces all property interests necessary or sufficient to develop the Project generally in accordance with the Mining Plan;

(e) (i) The Agreements listed on Exhibit E are valid and subsisting agreements, where susceptible of recordation are held of record by Trustor, and have not been amended or modified except as disclosed on Exhibit E hereto; and (ii) to the best of Trustor's knowledge, Trustor has complied with all conditions necessary to keep the Agreements in full force and effect, is not in any breach of any of the provisions of the Agreements, has made proper and timely payment of all rentals, production and advance royalties and other payments due under the Agreements, and has not received any notices of default, noncompliance or delinquency under the Agreements which are outstanding and not cured, except as disclosed on Exhibit E;

(f) Trustor is not obligated under any forward sale contract with respect to Minerals produced or producible from the Mortgaged Property under which sales proceeds are paid by the purchaser in advance of delivery, except as permitted by the Loan Agreement;

(g) No notice has been given to Trustor by any governmental authority of any proceeding to condemn, purchase or otherwise acquire the Mortgaged Property.

or any part thereof or interest therein, and, to the best of Trustor's knowledge, no such proceeding is contemplated;

provided that any breach or combination of breaches of the representations and warranties made by Trustor in this section 2.01 shall not be deemed to constitute an Event of Default or Potential Event of Default hereunder, under the Loan Agreement or under the Parent Guaranty unless or until such breach, or the cumulative effect of all uncured breaches, would be likely (now or with the passage of time) to have a material adverse effect on the value of the Mortgaged Property taken as a whole, or would be likely (now or with the passage of time) to have a material adverse effect upon the operation of the Project, taken as a whole, in accordance with the Mining Plan.

2.02. Recordation. Trustor, at its expense, will at all times cause this Mortgage and any instruments amendatory hereof or supplemental hereto and any instruments of assignment hereof or thereof (and any appropriate financing statements or other instruments and continuations thereof with respect to any thereof) to be recorded, registered and filed and to be kept recorded, registered and filed, in such manner and in such places, and will pay all such recording, registration, filing fees and other charges, and will take all such further action and will comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect and protect the lien of this Mortgage as a valid, direct first mortgage lien on and first prior perfected security interest in the Class A Properties and as a valid and direct mortgage lien on and perfected security interest in the Class B Properties and remaining Mortgaged Property of a priority at least equal to the priority existing on the date hereof. Trustor will pay or cause to be paid, and will indemnify Trustee and Beneficiaries in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Mortgage and any and all supplements and amendments thereto. Trustor, at its expense, will furnish to Beneficiaries, upon request, an opinion of counsel satisfactory to Beneficiaries, specifying the action taken by Trustor to comply with this section 2.02 since the date of this Mortgage or the last such request hereunder, or stating that no such action is necessary.

2.03. Payment of Impositions, etc. In addition to the requirements of Article VI of the Loan Agreement, subject to section 2.05 (relating to permitted contests), Trustor also agrees that it will pay or cause to be paid before the same would become delinquent and before any fine, penalty, interest or cost may be added for non-payment, all taxes, assessments, charges, and other governmental levies or payments, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which at any time may be assessed, levied, confirmed, imposed or which may become a lien upon the Mortgaged Property, or any portion thereof, or which are payable with respect thereto, or upon the rents, issues, income or profits thereof, or on the occupancy, operation, use, possession or activities thereof, whether any or all of the same be levied directly or indirectly or as excise taxes or as income taxes (collectively, the "Impositions").

2.04. Insurance and Legal Requirements. Trustor, at its expense, will comply, or cause compliance with:

(a) subject to section 2.05 (relating to permitted contests), all provisions of section 6.01(f) of the Loan Agreement insofar as it relates to the Mortgaged Property (collectively, the "Insurance Requirements"), and

(b) subject to section 2.05 (relating to permitted contests), all provisions of section 6.01(a) of the Loan Agreement insofar as it relates to the Mortgaged Property (collectively, the "Legal Requirements").

2.05. Permitted Contest. Trustor at its expense may contest, or cause to be contested, by appropriate legal proceedings promptly initiated and diligently conducted in good faith, the amount or validity or application, in whole or in part, of any Imposition, Legal Requirement or Insurance Requirement, provided that, in addition to the requirements of the Loan Agreement for any such contest, (a) in the case of an unpaid Imposition, such proceedings shall suspend the collection thereof from Beneficiaries and Trustee, (b) in the case of a Legal Requirement, none of Beneficiaries or Trustee, in its respective capacity as Beneficiary or Trustee hereunder, would have any civil or criminal liability for failure to

comply therewith, (c) Trustor shall have made such reserve or other appropriate provision, if any, as shall be required by generally accepted accounting principles for any such Imposition, Insurance Requirement or Legal Requirement, (d) the non-payment of the whole or any part of any tax, assessment or charge will not result in the delivery of a tax deed to the Mortgaged Property or any part thereof because of such non-payment, (e) the payment of any sums required to be paid under the Notes or under this Mortgage (other than any unpaid Imposition at the time being contested in accordance with this section 2.05) shall not be interfered with or otherwise affected, (f) in the case of any Insurance Requirement, the failure of Trustor to comply therewith shall not affect the validity of any insurance required to be maintained by Trustor under section 3.01, and (g) Trustor shall promptly notify Beneficiaries of any such contest.

2.06. Use of Property, etc. In addition to the requirements of Article VI of the Loan Agreement, Trustor also agrees that it shall use and operate the Mortgaged Property solely as a mining property and for no other purpose, in accordance with the Mining Plan. Trustor shall take any and all such action as may be necessary to prevent any third parties from acquiring any material prescriptive easement upon, over, or across any part of the Mortgaged Property, or from acquiring any material rights to or against the Mortgaged Property by virtue of adverse possession if the effect of such easement or rights would or might interfere in any material respect with the operation of the Project in accordance with the Mining Plan.

2.07. Utility Services. In addition to the requirements of Article VI of the Loan Agreement, Trustor also agrees that it will pay or cause to be paid all charges for all public and private utility services at any time rendered to or in connection with the Mortgaged Property or any part thereof, will comply or cause compliance with all contracts relating to any such services, and will do all other things required for the maintenance and continuance of all such services insofar as they are necessary for the continued operation of the Project.

2.08. Maintenance and Repair, etc. In addition to the requirements of Article VI of the Loan Agreement, Trustor also agrees that it has maintained and shall continue to maintain all the Improvements and all Equipment of every kind now or hereafter included in the Mortgaged

Property in operating condition that is adequate to comply with the Mining Plan, and all repairs, renewals, replacements, additions, substitutions and improvements necessary or advisable to such end shall be made promptly.

2.09. Alterations, Changes, etc. So long as no Event of Default shall have occurred and be continuing, Trustor shall have the right at any time and from time to time to make or cause to be made reasonable alterations of and additions to the Mortgaged Property or any part thereof, provided that any alteration or addition (a) is not prohibited by Article VI of the Loan Agreement, (b) shall not change the general character of the Improvements or reduce the fair market value thereof below its value or utility immediately before such alteration or addition, or impair the usefulness of the Improvements, or adversely affect the Mining Claims, the Millsite Claims or the Agreements in a manner inconsistent with the Mining Plan, (c) is effected with due diligence, in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements, and (d) is promptly and fully paid for, or caused to be paid for, by Trustor. Without the prior written consent of Beneficiaries, Trustor will not dispose of or remove or permit the disposal or removal of any part of the Mortgaged Property of the types referred to in clause (i) of paragraph (b), paragraph (d), clause (ii) of paragraph (e), paragraph (f), paragraph (g) or paragraph (h) of section 1.01 (including renewals, replacements and other after-acquired property) except (i) property no longer necessary for the operation of the Project generally in accordance with the Mining Plan, (ii) obsolete and worn-out articles if concurrently therewith they are replaced or renewed with property of at least equal value and usefulness in the operation of the Project generally in accordance with the Mining Plan (assuming such replaced part was then in the condition required to be maintained pursuant hereto), (iii) any property if such removal does not materially adversely affect the Mining Claims, the Leases or Beneficiaries' interests hereunder and under the Loan Agreement, or (iv) any removal contemplated by the Mining Plan, provided, however, that any such removal must not be prohibited by Article VI of the Loan Agreement and that nothing in this section shall be construed as preventing Trustor from conducting all mining and mining-related operations on the Mortgaged Property in the ordinary course of business and in a prudent and workmanlike manner, and such operation and the removal of minerals therefrom shall in no event be a breach here-

under. Without the prior written consent of Beneficiaries, Trustor will not dispose of or remove or permit the disposal or removal of any part of the Mortgaged Property of the types referred to in clause (ii) of paragraph (b) and clause (i) of paragraph (e) of section 1.01 or any part of the Class B Properties, unless (i) such removal or disposal is not otherwise prohibited by the Loan Agreement, (ii) such removal or disposal does not materially adversely affect Beneficiaries' interests hereunder and under the Loan Agreement, and (iii) property of at least equal value and usefulness in the operation of the Project generally in accordance with the Mining Plan replaces or is substituted for the property so removed or disposed of. Without the prior written consent of Beneficiaries, Trustor will not dispose of or remove or permit the disposal or removal of any part of the Water Rights or any part of the Class A Properties, provided that nothing contained herein shall prevent the site lease of a portion of the Millsite Claims which are part of the Class A Properties for the construction of an oxygen plant for the providing of oxygen to the Project, so long as such site lease does not otherwise interfere with the operation of the Project in accordance with the Mining Plan. The Agent is authorized to instruct Trustee to release the Lien created by this Mortgage on any part of the Mortgaged Property on which the Trustee has a Lien (the "Trustee Mortgaged Property") that is disposed of or removed in compliance with this section 2.09. The Agent, on behalf of Beneficiaries, is authorized to release the Lien created by this Mortgage on any part of the Mortgaged Property other than the Trustee Mortgaged Property that is disposed of or removed in compliance with this section 2.09.

2.10. Acquired Property Subject to Lien. All property at any time acquired by Trustor and required by section 1.01 of this Mortgage to become subject to the lien hereof, including any property acquired as provided in section 2.09, whether such property is acquired by exchange, purchase, construction or otherwise, shall forthwith become subject to the lien of this Mortgage without further action on the part of Trustor, Trustee or Beneficiaries. Trustor, at its expense, will execute and deliver to Trustee and Beneficiaries (and will record and file as provided in section 2.02) an instrument supplemental to this Mortgage, satisfactory in substance and form to Beneficiaries, whenever such an instrument is, in the opinion of Beneficiaries, necessary or desirable

under applicable law to subject to the lien of this Mortgage all right, title and interest of Trustor in and to all property required by this Mortgage to be subjected to the lien hereof and acquired by Trustor since the date of this Mortgage or the date of the most recent supplemental instrument so subjecting property to the lien hereof, whichever is later. Trustor shall give Beneficiaries written notice of each acquisition of Mining Claims, Millsite Claims (patented or unpatented) or other real property within 15 days after each such acquisition.

2.11. No Claims Against Trustee, Beneficiaries, etc. Nothing contained in this Mortgage shall constitute any consent or request by Trustee or Beneficiaries, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, or be construed to permit the making of any claim against Trustee or Beneficiaries in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

2.12. Assignment of Rents. The assignment of rents, issues, incomes, products, accessions, proceeds and other benefits contained in section 1.01 (collectively, the "Benefits") shall constitute an absolute and present assignment, subject, however, to the conditional permission given herein to Trustor to collect and use such Benefits. Upon the occurrence and during the continuance of an Event of Default, such permission shall be terminated. Such assignment, including, without limitation, the termination of such conditional permission upon the occurrence and during the continuance of an Event of Default, shall be fully operative without any further action on the part of any of Trustor, Trustee or Beneficiaries. All parties (the "Purchasers") producing, purchasing, receiving or having in their possession any of the Benefits are authorized and directed to treat and regard Beneficiaries as the party entitled in Trustor's place and stead to receive such Benefits; and said parties shall be fully protected in so treating and regarding Beneficiaries and shall be under no obligation to see to the application by Beneficiaries of any such Benefits received by them. Beneficiaries shall apply all of the Benefits received pursuant to this section 2.12 to satisfaction of the

indebtedness secured by this Mortgage. Notwithstanding the foregoing, so long as a Purchaser shall not have received notice that an Event of Default shall have occurred and be continuing hereunder, such Purchaser shall be fully protected and may pay any such Benefit to the Trustor. Beneficiaries shall be entitled, at their option, upon the occurrence and during the continuance of an Event of Default hereunder, to all Benefits from the Mortgaged Property, whether or not Beneficiaries take possession of the Mortgaged Property. Trustor hereby further grants to Beneficiaries the right, following and during the continuance of an Event of Default, at Beneficiaries' option, to enter upon and take possession of the Mortgaged Property for the purpose of collecting the Benefits. The assignment of the Benefits and such grant shall continue in effect until the indebtedness and other sums secured hereby are paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of Trustor to the entry upon and taking possession of the Mortgaged Property by Beneficiaries pursuant to such grant, whether or not foreclosure has been instituted. The exercise of any rights under this paragraph by Trustee on behalf of Beneficiaries shall not cure or waive any default, Event of Default, or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative with all other rights and remedies.

ARTICLE 3

Insurance; Damage, Destruction or Taking; etc.

3.01. Insurance. 3.01.1. Risks to be Insured. Trustor will, at its expense, maintain or cause to be maintained with insurers approved by Beneficiaries, (a) all-risk insurance in amounts not less than 100% of the then full insurable value (cost of repairing, replacing, constructing or reconstructing, whichever is the least, with new materials without deduction for depreciation) of the Improvements, as determined by Trustor in accordance with generally accepted insurance practice and approved by Beneficiaries, or, upon the request of Beneficiaries, as determined at Trustor's expense by the insurer or insurers or by an expert approved by Beneficiaries, (b) public liability, including bodily and personal injury and property damage, insurance applicable to the Mortgaged Property in such amounts as are usually carried by prudent

persons operating similar properties in Nevada, but in any event not less than the amount of coverage maintained immediately prior to the execution of this Agreement, (c) worker's compensation insurance to the full extent required by applicable law for all employees of Trustor engaged in any work on or about the Mortgaged Property and employer's liability insurance in such amounts as are usually carried by prudent persons operating similar properties in Nevada, (d) if the Mortgaged Property or any part thereof is designated as being in an area requiring flood insurance, insurance against loss or damage caused by flood in such amounts as is usually carried by persons operating similar properties in Nevada, but in any event in an amount not less than required by such designation, and (e) such other insurance (including, without limitation, business interruption insurance) with respect to the Mortgaged Property as is usually carried by persons operating similar properties in Nevada, in such amounts and against such insurable hazards as may be available and as Beneficiaries from time to time may reasonably require by written notice to Trustor.

3.01.2. Policy Provisions. All insurance maintained by Trustor pursuant to section 3.01.1, shall (a) (except for worker's compensation insurance) name Trustor and Beneficiaries as insureds, mortgagees and loss payees as their respective interests may appear; (b) (except for worker's compensation and public liability insurance) provide that the proceeds for any losses shall be adjusted with the insurers by Trustor subject to the approval of Beneficiaries in the event the claimed loss shall exceed \$5,000,000, and shall be payable to Beneficiaries, to be held and applied as provided in section 3.03; (c) include effective waivers by the insurer of all rights of subrogation against any named insured, the indebtedness secured by this Mortgage and the Mortgaged Property and all claims for insurance premiums against Beneficiaries; (d) provide that any losses shall be payable notwithstanding (i) any act, failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy by any named insured, (ii) the occupation or use of the Mortgaged Property for purposes more hazardous than permitted by the terms thereof, (iii) any foreclosure or other action or proceeding taken by Beneficiaries pursuant to any provision of this Mortgage, or (iv) any change in title or ownership of the Mortgaged Property; (e) provide that no cancellation, reduction in amount or material change in

coverage thereof shall be effective until at least 30 days after receipt by Beneficiaries of written notice thereof; and (f) be satisfactory in all other respects to Beneficiaries. Any insurance maintained pursuant to this section 3.01 may be evidenced by blanket insurance policies covering the Mortgaged Property and other properties or assets of Trustor, provided that any such policy shall specify the portion, if less than all, of the total coverage of such policy that is allocated to the Mortgaged Property and shall in all other respects comply with the requirements of this section 3.01.

3.01.3. Delivery of Policies, etc. Trustor will deliver to Beneficiaries, promptly upon request, (a) the originals of all policies evidencing all insurance required to be maintained under section 3.01.1 (or, in the case of blanket policies, certificates thereof by the insurers together with a counterpart of each blanket policy), and (b) evidence as to the payment of all premiums due thereon (with respect to public liability insurance policies, all installments for the current year due thereon to such date), provided that Beneficiaries shall not be deemed by reason of their custody of such policies to have knowledge of the contents thereof. Trustor will also deliver to Beneficiaries, promptly upon request, Officers' Certificates setting forth the particulars as to all such insurance policies and certifying that the same comply with the requirements of this section, that all premiums due thereon have been paid and that the same are in full force and effect. Trustor will also deliver to Beneficiaries a new policy as replacement for any expiring policy at least 30 days prior to the date of such expiration. In the event Trustor shall fail to effect or maintain any insurance required to be effected or maintained pursuant to the provisions of this section 3.01, Trustor will indemnify Beneficiaries against damage, loss or liability resulting from all risks for which such insurance shall have been effected or maintained. The obligations of Trustor to indemnify Beneficiaries in such a manner shall survive any discharge of this Mortgage and payment in full of the Notes.

3.01.4. Separate Insurance. Trustor will not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained pursuant to this section.

3.02. Damage, Destruction or Taking; Trustor to Give Notice; Assignment of Awards. In case of (a) any damage to or destruction of the Mortgaged Property or any part thereof, or (b) any taking (whether for permanent or temporary use) of all or any part of the Mortgaged Property or any interest therein or right accruing thereto, as the result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade affecting the Mortgaged Property or any part thereof (a "Taking"), or the commencement of any proceedings or negotiations which might result in any such Taking, Trustor will promptly give written notice thereof to Beneficiaries, generally describing the nature and extent of such damage or destruction or of such Taking or the nature of such proceedings or negotiations and the nature and extent of the Taking which might result therefrom, as the case may be. Beneficiaries shall be entitled to all insurance proceeds payable on account of such damage or destruction and to all awards or payments allocable to the Mortgaged Property on account of such Taking and Trustor hereby irrevocably assigns, transfers and sets over to Beneficiaries all rights of Trustor to any such proceeds, award or payment and irrevocably authorize and empower Beneficiaries, at their option, in the name of Trustor or otherwise, to file and prosecute what would otherwise be Trustor's claim for any such proceeds, award or payment and, subject to section 5.18, to collect, receipt for and retain the same for disposition in accordance with section 3.03. Trustor will pay all reasonable costs and expenses incurred by Beneficiaries in connection with any such damage, destruction or Taking and seeking and obtaining any insurance proceeds, award or payment in respect thereof.

3.03. Application of Proceeds. Subject to section 3.04 and Section 2.11(d) of the Loan Agreement, Beneficiaries shall apply all amounts recovered under any insurance policy required to be maintained by Trustor hereunder, and all net awards received by them on account of any Taking in the following ways: (a) so long as no Event of Default shall have occurred and be continuing, released to Trustor for application to the cost of compliance with section 3.05, or (b) if an Event of Default has occurred and is continuing, (i) to fulfill any of the covenants contained herein as Beneficiaries may determine, or (ii) to be held as additional cash collateral hereunder to be invested in short-term United

States government securities selected by Trustor with the consent of Beneficiaries.

3.04. Total Taking and Total Destruction. In case of (a) a Taking of the entire Mortgaged Property, or (b) a Taking of less than the entire Mortgaged Property, or any material damage to or destruction of the Mortgaged Property, in either case which, in the good faith judgment of Beneficiaries, renders the Mortgaged Property remaining after such Taking, damage or destruction, taken as a whole, unsuitable for restoration for use as property of substantially the same value, condition, character and general utility as the Mortgaged Property prior to such Taking, damage or destruction (any such Taking being herein called a "Total Taking" and any such damage or destruction being herein called a "Total Destruction"), then the proceeds of insurance and the net awards received by Beneficiaries or Trustor on account of such Total Taking or Total Destruction shall be applied by Beneficiaries as follows:

First: to the payment of the costs and expenses of the recovery of such proceeds or awards (including, without limitation, attorneys' fees) and any taxes, assessments or charges, prior to the lien of this Mortgage, which Beneficiaries may consider it necessary or desirable to pay;

Second: to the payment of any indebtedness secured by this Mortgage, other than indebtedness with respect to the Notes at the time outstanding, which Beneficiaries may consider it necessary or desirable to pay;

Third: to the payment of Breakage Costs and all amounts of principal, premium, if any, and interest at the time outstanding on the Notes (whether or not at the time due and payable by reason of maturity or as an installment of combined principal and interest or by reason of any prepayment requirement or by declaration or acceleration or otherwise), including interest at the rate per annum set forth in the Notes for past due amounts (the "Default Rate") on any overdue principal and (to the extent permitted under applicable law) on any overdue interest; and in case such moneys shall be insufficient to pay in full the amounts so due and unpaid upon the Notes at the time outstanding, then, first, to the payment of all

amounts of interest at the time outstanding on the Notes, without preference or priority of any payment of interest over any other payment of interest or of any Note over any other Note, and second, to the payment of all amounts of principal, at the time outstanding on the Notes, without preference or priority of any installment or amount of principal or premium over any other installment or amount of principal or premium or of any Note over any other Note; all such payments of principal, and interest to be made ratably to the holders of the Notes entitled thereto; and

Fourth: the balance, if any, held by Beneficiaries after payment in full of all amounts referred to in subdivisions First, Second and Third above, shall, unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, be paid to or upon the direction of Trustor.

3.05. Restoration. In case of any Taking (other than a Total Taking) or any damage to or destruction of the Mortgaged Property or any part thereof (other than a Total Destruction), Trustor will (to the extent such Taking, damage or destruction is susceptible of replacement, repair or restoration) commence or cause to be commenced, promptly and with due diligence, at its expense, whether or not the insurance proceeds for such damage or destruction or the award for such Taking shall be made available to Trustor, or, if made available, shall be sufficient for such purpose, (a) the replacement, repair or restoration of the Mortgaged Property as nearly as practicable (in the case of a Taking, after giving effect to any reduction in area caused thereby) to the value, condition, character and general utility thereof immediately prior to such damage, destruction or Taking or (b) the substitution for such Mortgaged Property or any part thereof of other property (which shall upon such substitution become a part of the Mortgaged Property) of at least the same value and general utility of such Mortgaged Property or part thereof immediately prior to such damage, destruction or Taking.

3.06. Loan Agreement. Nothing contained in this Article III shall in any way limit the requirements of Section 6.01(f) of the Loan Agreement.

ARTICLE 4

Events of Default; Remedies, etc.

4.01. Events of Default; Declaration of Notes Due. (a) "Events of Default" under the Loan Agreement shall constitute events of default hereunder and are herein called "Events of Default".

(b) Upon the occurrence and during the continuance of any of the Events of Default described in paragraph (a), and whether or not the Notes have been declared due and payable pursuant to the Loan Agreement, then and in any such event Beneficiaries may declare, by written notice to Trustor, all indebtedness secured hereby, including, if accelerated pursuant to the Loan Agreement, the Notes, to be due and payable upon the date specified in such notice, and upon such date the same shall become due and payable, together with interest accrued thereon, without presentment, demand, protest, notice or other requirements of any kind, all of which are hereby waived.

(c) Trustor will pay on demand all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or on behalf of Beneficiaries in enforcing this Mortgage or any Note or occasioned by any default or Event of Default under this Mortgage.

(d) Upon the occurrence and during the continuance of an Event of Default, interest at the Default Rate shall be due and payable on the principal of, premium, if any, and (to the extent permitted by law) interest on the Notes at the time outstanding and all other indebtedness secured hereby.

4.02. Legal Proceedings; Foreclosure; Rescission. If an Event of Default shall have occurred and be continuing, Beneficiaries at any time may, at their election, proceed at law or in equity or otherwise to enforce the payment of Notes at the time outstanding in accordance with the terms hereof and thereof and to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property or proceed to take either of such actions, and to have the same sold under the judgment or decree of a court of competent jurisdiction, by delivery to Trustee of a written notice of breach and election to sell and shall surrender to Trustee this

Mortgage. Beneficiaries, from time to time before Trustee's sale, may rescind any notice of breach and election to sell by executing, delivering and causing Trustee to record a written notice of such rescission. The exercise by Beneficiaries of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the rights of Beneficiaries to execute and deliver to Trustee, as above provided, other notices of breach and election to sell, nor otherwise affect any term, covenant or condition hereof or under any obligations secured hereby, or any of the rights, obligations or remedies of the parties thereunder.

4.03. Power of Sale. If an Event of Default shall have occurred and be continuing, Trustee may sell, assign, transfer and deliver the whole or, from time to time, any part of the Mortgaged Property, or any interest in any part thereof, at any private sale or at public auction, with or without demand, advertisement or notice, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as Trustee in its uncontrolled discretion may determine, or as may be required by law. The provisions of this Mortgage shall be interpreted as broadly as possible to allow Beneficiaries the full advantage of all remedies to which beneficiaries under deeds of trust are entitled under Nevada law. Without in any way limiting the foregoing, Trustor agrees that Beneficiaries shall have the right following an Event of Default hereunder to proceed with either a judicial foreclosure or a non-judicial trustee's sale of the property subject to this Mortgage. In addition, with respect to any portion of the Mortgaged Property that constitutes personal property governed by the Nevada Uniform Commercial Code, this Mortgage shall be construed broadly to give to Beneficiaries all of the rights and remedies to which secured parties are or may be entitled under the Nevada Uniform Commercial Code.

4.04. Beneficiaries Authorized to Execute Deeds, etc. Trustor irrevocably appoints Beneficiaries, collectively, the true and lawful attorney of Trustor, in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement hereof, whether pursuant to power of sale, foreclosure or otherwise, to execute and deliver all such deeds, bills of sale, assignments and other instru-

ments as Beneficiaries may consider necessary or appropriate, with full power of substitution, Trustor hereby ratifying and confirming all that its said attorney or any substitute shall lawfully do by virtue hereof. Nevertheless, if so requested by Beneficiaries or any purchaser, Trustor will ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Beneficiaries or such purchaser all such proper deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request.

4.05. Purchase of Mortgaged Property by Beneficiaries, Trustee or Noteholder. Any Beneficiary, Trustee or any successor holder of any Note may be a purchaser of the Mortgaged Property or of any part thereof or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, and may apply upon the purchase price thereof the indebtedness secured hereby owing to such purchaser, to the extent of such purchaser's distributive share of the purchase price. Any such purchaser shall, upon any such purchase, acquire good title to the properties so purchased, free of the lien of this Mortgage and free of all rights of redemption in Trustor.

4.06. Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Mortgaged Property or any part thereof or any interest therein, whether pursuant to power of sale, foreclosure or otherwise, the receipt of the purchase money by Trustee or the officer making the sale under judicial proceedings shall be a sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof.

4.07. Waiver of Appraisalment, Valuation, etc. Trustor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisalment, valuation, stay, extension and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale of the Mortgaged Property or any part thereof or any interest therein.

4.08. Sale a Bar Against Trustor. Any sale of the Mortgaged Property or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to foreclosure or power of sale or otherwise, shall forever be a perpetual bar against Trustor, pro-

vided that nothing contained in this section 4.08 shall limit any rights of Trustor against any Beneficiary resulting from any unlawful sale of the Mortgaged Property or any part thereof or interest therein.

4.09. Notes to Become Due on Sale. Upon any sale by Trustee under or by virtue of this Mortgage, whether pursuant to foreclosure or power of sale or otherwise, the entire unpaid principal amount of the Notes at the time outstanding shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon and the applicable premium which when be payable, and all other indebtedness which this Mortgage by its terms secures.

4.10. Application of Proceeds of Sale and Other Moneys. The proceeds of any sale of the Mortgaged Property or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to foreclosure, power of sale, or otherwise, shall be applied as follows:

First: to the payment of all costs and expenses of such sale (including, without limitation, the cost of evidence of title, the Trustee's fee and the costs and expenses, if any, of taking possession of, retaining custody over, repairing, maintaining and preserving the Mortgaged Property or any part thereof prior to such sale), all costs and expenses of any receiver of the Mortgaged Property or any part thereof, and any taxes, assessments, encumbrances, liens or charges, prior to the lien of, or security interest created by, this Mortgage, which Beneficiaries may consider it necessary or desirable to pay;

Second: to the payment of any indebtedness secured by this Mortgage, other than indebtedness with respect to the Notes at the time outstanding, which Beneficiaries may consider it necessary or desirable to pay;

Third: to the payment of Breakage Costs and all amounts of principal, and interest at the time due and payable on the Notes at the time outstanding (whether due by reason of maturity or as an installment of combined principal and interest or by reason of any prepayment requirement or by declaration or acceleration or otherwise), including interest at the

Default Rate on any overdue principal and premium, if any, and (to the extent permitted under applicable law) on any overdue interest; and in case such moneys shall be insufficient to pay in full the amounts so due and unpaid upon the Notes at the time outstanding, then, first, to the payment of all amounts of interest at the time due and payable on the Notes, without preference or priority of any payment of interest over any other payment of interest or of any Note over any other Note, and second, to the payment of all amounts of principal and premium, if any, at the time due and payable on the Notes, without preference or priority of any installment or amount of principal or premium over any other installment or amount of principal or premium or of any Note over any other Note; all such payments of principal, premium, if any, and interest to be made ratably to the holders of the Notes entitled thereto; and

Fourth: the balance, if any, held by Trustee or Beneficiaries after payment in full of all amounts referred to in subdivisions First, Second and Third above, shall, unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, be paid to or upon the direction of Trustor.

4.11. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Beneficiaries shall, as a matter of right, be entitled to the appointment of a receiver for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged Property or otherwise, and Trustor hereby consents to the appointment of such a receiver and will not oppose any such appointment.

4.12. Possession, Management and Income. If an Event of Default shall have occurred and be continuing, Beneficiaries may, but shall be under no obligation to, immediately enter upon and take possession of the Mortgaged Property or any part thereof by force, summary proceeding, ejectment or otherwise and may remove Trustor and all other persons and any and all property therefrom and may hold, operate, maintain, repair, preserve and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof. Beneficiaries shall be under no liability

to Trustor for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by Beneficiaries shall be applied to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, repairing, preserving and managing the Mortgaged Property or any part thereof, and any taxes, assessments or other charges prior to the lien of this Mortgage which Beneficiaries may consider it necessary or desirable to pay, and any balance of such amounts shall be applied as provided in section 4.10.

4.13. Right of Beneficiaries to Perform Trustor's Covenants, etc. If Trustor shall fail to make any payment or perform any act required to be made or performed hereunder, Beneficiaries without notice to or demand upon Trustor, and without waiving or releasing any obligation or default, may (but shall be under no obligation) at any time thereafter make such payment or perform such act for the account and at the expense of Trustor, and may enter upon the Mortgaged Property for such purpose and take all such action thereon as, in Beneficiaries' opinion, may be necessary or appropriate therefor. No such entry and no such action shall be deemed an eviction of any lessee of the Mortgaged Property or any part thereof. All sums so paid by Beneficiaries and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the Default Rate from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by Trustor to Beneficiaries on demand.

4.14. Remedies, etc., Cumulative. Each right, power and remedy of Beneficiaries and the holders of the Notes provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Beneficiaries or the holder of any Note of any one or more of the rights, powers or remedies provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Beneficiaries or the holder of any Note of any or all such other rights, powers or remedies.

4.15. Attorneys' Fees, etc. Trustor shall pay to Beneficiaries or Trustee, on demand, any costs and expenses, including attorneys' fees and expenses, paid or incurred by Beneficiaries or Trustee, respectively, in connection with the collection of any amount payable by Trustor to Beneficiaries hereunder or under the Notes, whether or not any legal proceeding is commenced hereunder or thereunder and whether or not any default or Event of Default shall have occurred and is continuing, together with interest thereon at the Default Rate from the date of payment or incurring by Beneficiaries or Trustee, as the case may be, until paid by Trustor.

4.16. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of such term shall not be affected thereby.

4.17. No Waiver, etc. No failure by Beneficiaries, Trustee or any holder of any Note to insist upon the strict performance of any term hereof or thereof, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment of any amount secured hereby after its due date, neither any Beneficiary nor any holder of any Note shall be deemed to waive its right either to require prompt payment when due of all other amounts payable hereunder or to declare a default for failure to effect such prompt payment.

4.18. Compromise of Actions, etc. Any action, suit or proceeding brought by Beneficiaries pursuant to any of the terms of this Mortgage or otherwise, and any claim made by Beneficiaries hereunder may be compromised, withdrawn or otherwise dealt with by Beneficiaries without any notice to or approval of Trustor.

ARTICLE 5

Miscellaneous

5.01. Further Assurances. Trustor, at its expense, will execute, acknowledge and deliver all such instruments and take all such action as Beneficiaries from time to time may reasonably request for the better assuring to Beneficiaries the properties and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be. Notwithstanding any other provision of this Mortgage, Trustor hereby agrees that, without notice to or the consent of Trustor, Beneficiaries may file with the appropriate public officials such financing statements or similar documents as are or may become necessary to perfect and continue the perfection of the security interest granted by this Mortgage.

5.02. Additional Security. Without notice to or consent of Trustor, and without impairment of the lien and rights created by this Mortgage, Beneficiaries may accept (but Trustor shall not be obligated to furnish) from Trustor or from any other person additional security for the Notes at the time outstanding. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Beneficiaries from resorting, first, to such additional security, or, first, to the security created by this Mortgage, or concurrently to both, in any case without affecting Beneficiaries' lien and rights under this Mortgage.

5.03. Reconveyance, Partial Release, etc. Upon receipt of written request from Beneficiaries reciting that all sums secured hereby have been paid and upon surrender of this Mortgage to Trustee for cancellation and retention and upon payment of its reconveyance fees, Trustee shall reconvey without warranty the property then held hereunder. The grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Mortgage. Trustee may destroy this Mortgage unless directed in such request to retain it. Beneficiaries hereby authorize Trustee, at any time and from time to time, without liability therefor, and without prior notice to Trustor, but with prior notice to Beneficiaries, to reconvey any part of the Mortgaged Property, consent to

the making of any map or plat thereof, join Beneficiaries in granting any easement thereon or join Beneficiaries in any extension agreement or agreement subordinating the lien of this Mortgage or enter into any other agreement in connection with the Mortgaged Property.

5.04. Notices, etc. All notices, demands, requests, consents, approvals and other instruments under this Mortgage shall be in writing (including telex, telecopy and telegraphic communication) and mailed, telexed, telegraphed or delivered, if to Trustor, at its address at P.O. Box 29, Elko, Nevada 89801, Attention: Mine Manager, with a copy to Parsons, Behle & Latimer, 185 South State Street, Suite 700, P.O. Box 11898, Salt Lake City, UT 84147-0898, Attention: Patrick J. Garver, Telecopy (801) 539-1346; if to Beneficiaries, addressed to Beneficiaries at Union Bank of Switzerland, New York Branch, at its address at 299 Park Avenue, New York, New York 10171, Attention: Project Finance Group, Telex MCI 620 317 uhs uw, Telecopy (212) 715-3459 or (212) 715-3286; or, as to any party, at such address as shall be designated by such party in a written notice to the other parties. All such notices and communications shall, when mailed by registered or certified mail, or otherwise physically delivered, be effective when received or delivered, addressed as aforesaid, and, when sent by ordinary mail, be effective five days after the day on which deposited in the mails, addressed as aforesaid, and when telexed or telecopied, be effective upon confirmation of transmission.

5.05. Amendments and Waivers. This Mortgage, the Notes, and any term hereof or thereof may be amended, discharged or terminated and the observance of any term of this Mortgage or the Notes may be waived (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by Trustor and Beneficiaries.

5.06. Expenses. Trustor will pay or cause to be paid (a) the cost of filing and recording of this Mortgage and Uniform Commercial Code financing statements and any other documents to be filed or recorded in connection with the execution and delivery hereof or thereof; and (b) all taxes (including interest and penalties) at any time payable in connection with the execution and delivery of this Mortgage and any other instruments or agreements related hereto or thereto, any amendment or

waiver relating hereto or thereto, the issue and acquisition of the Notes and, where applicable, such filing and recording (Trustor agreeing to indemnify Beneficiaries and each holder of any Note in respect of such taxes, interest and penalties.) Trustor shall indemnify and hold Beneficiaries harmless from and against all claims in respect of all fees of brokers and finders of Trustor payable in connection with this Mortgage.

5.07. Successor Trustee. Beneficiaries may, at any time, by an instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiaries, and recorded in Eureka and Elko Counties, shall be conclusive proof of the proper substitution of such successor trustee, who shall have all the estates, powers, duties and trusts in the premises vested in or conferred on the original trustee. If there be more than one trustee, either may act alone and execute these trusts upon the request of Beneficiaries and his acts shall be deemed to be the acts of all trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

5.08. WAIVER OF JURY TRIAL. TRUSTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL OR EQUITABLE ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE LOAN AGREEMENT, THE PARENT GUARANTY, THE PLEDGE AGREEMENT, THE NOTES OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR THE SUBJECT MATTER OF THE FOREGOING.

5.09. Miscellaneous. Union Bank of Switzerland has been designated as the "Agent" for Beneficiaries pursuant to the Loan Agreement and are incorporated herein by this reference. The duties and powers of Union Bank of Switzerland as the Agent are more fully set forth in the Loan Agreement and are incorporated herein by this reference. Section 8.01 of the Loan Agreement specifies that, with respect to any action to be taken by Trustee pursuant to this Mortgage (including the recording of notices of default and the posting and publishing of notices of sale), Trustee shall have the right to rely solely upon requests and instructions from Union Bank of Switzerland as Agent, and Trustee shall not be obligated to require any further direction or confirmation from any of the other Beneficiaries. Union Bank of Switzerland shall have

the right as Agent to take all actions to be taken by Beneficiaries hereunder, including, without limitation, to execute and record on behalf of all Beneficiaries any and all documents necessary to replace Trustee with a successor trustee. All the terms of this Mortgage shall apply to and be binding upon the respective successors and assigns of Trustor, and all persons claiming under or through Trustor or any such successor or assign, and shall inure to the benefit of and be enforceable by Beneficiaries and their successors and assigns and any successor holders of any of the Notes at the time outstanding. The headings and table of contents in this Mortgage are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof. THIS MORTGAGE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEVADA.

IN WITNESS WHEREOF, Trustor has caused this Mortgage to be duly executed as of the day and year first above written.

BARRICK GOLDSTRIKE MINES INC.

By [Signature]
Title: Vice President

Attest:

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 22nd day of March, 1989, personally
appeared before me, a notary public, Gregory J. Collins,
the Vice President of Barrick Goldstrike Mines Inc., who
acknowledged that he executed the above instrument.

Marie F. Rollos
Notary Public

My Commission
expires: _____

Residing at:

103 McArthur Avenue
Staten Island, NY 10312

MARIE F. ROLLOS
NOTARY PUBLIC, State of New York
No. 01C04837104
Qualified in Kings County
Certificate filed in New York County
Commission Expires July 31, 1989

SEAL
Affixed

EXHIBIT A

TO DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES AMONG BARRICK GOLDSTRIKE MINES INC., TRUSTOR, FIRST AMERICAN TITLE COMPANY OF NEVADA, TRUSTEE AND THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT, BENEFICIARIES

SCHEDULE OF CLAIMS

I. UNPATENTED MINING CLAIMS AND MILLSITES

The following unpatented mining claims and millsites located in the Lynn Mining District, Eureka and Elko Counties, Nevada:

<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
<u>A. AA Claims</u>				
AA 527	08/24/87	165/63		437888
AA 529	08/24/87	165/64		437889
AA 531	08/24/87	165/65		437890
AA 533	08/24/87	165/66		437891
AA Fraction	08/25/87	165/67		437892
<u>B. Barr Claims</u>				
Barr 1	03/20/66	10/218		56971
Barr 2	03/20/66	10/220		56972
Barr 3	03/20/66	10/222		56973
Barr 4	03/20/66	10/224		56974
<u>C. Bazza Claims</u>				
Bazza 1	05/02/66	11/219		57136
Amended	06/10/87	158/447		
Bazza 2	05/02/66	11/220		57137
Amended	06/10/87	158/450		
Bazza 3	05/02/66	11/221		57138
Amended	06/10/87	158/453		
Bazza 4	05/02/66	11/222		57139
Amended	06/10/87	158/456		
Bazza 5	05/02/66	11/223		57140
Amended	06/10/87	158/459		

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CLAIM NAME	DATE OF LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
Bazza 6	05/02/66	11/224		57141
Amended	06/10/87	158/462		
Bazza 7	05/02/66	11/225		57142
Amended	06/10/87	158/465		
Bazza 8	05/02/66	11/226		57143
Amended	06/10/87	158/468		
Bazza 9	05/02/66	11/227		57144
Amended	06/10/87	158/471		
Bazza 10	05/02/66	11/228		57145
Amended	06/10/87	158/474		

D. Buzz Claims

Buzz 1	04/27/83	111/3	268706
Amended	03/08/87	156/73	
Buzz 2	04/27/83	111/4	268707
Amended	03/08/87	156/76	
Buzz 3	04/27/83	111/5	268708
Amended	03/08/87	156/79	

E. Card Claims

Card 1	10/23/85	142/71	359098
Card 2	10/23/85	142/72	359099
Card 3	10/23/85	142/73	359100
Card 4	10/23/85	142/74	359101
Card 5	10/23/85	142/75	359102

F. Clydesdale Claims

Clydesdale 1	05/24/83	112/136	275634
Clydesdale 2	05/24/83	112/137	275635
Clydesdale 3	05/24/83	112/138	275636
Clydesdale 4	05/24/83	112/139	275637
Clydesdale 5	05/24/83	112/140	275638
Clydesdale 6	05/24/83	112/141	275639
Clydesdale 7	05/24/83	112/142	275640
Clydesdale 8	05/24/83	112/143	275641
Clydesdale 9	05/24/83	112/144	275642
Clydesdale 10	05/24/83	112/145	275643
Clydesdale 11	05/24/83	112/146	275644
Clydesdale 12	05/24/83	112/147	275645
Clydesdale 13	05/24/83	112/148	275646
Clydesdale 14	05/24/83	112/149	275647
Clydesdale 15	05/24/83	112/150	275648
Clydesdale 16	05/24/83	112/151	275649

<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
Clydesdale 17	05/24/83	112/152		275650
Clydesdale 18	05/24/83	112/153		275651
Clydesdale 19	05/24/83	112/154		275652
Clydesdale 20	05/24/83	112/155		275653
Clydesdale 21	05/24/83	112/156		275654
Clydesdale 22	05/24/83	112/157		275655
Clydesdale 23	05/24/83	112/158		275656
Clydesdale 24	05/24/83	112/159		275657
Clydesdale 25	05/24/83	112/160		275658
Clydesdale 26	05/24/83	112/161		275659
Clydesdale 27	05/24/83	112/162		275660
Clydesdale 28	05/24/83	112/163		275661
Clydesdale 29	05/24/83	112/164		275662
Clydesdale 30	05/24/83	112/165		275663
Clydesdale 31	05/24/83	112/166		275664

G. Corbett Claims

Corbett 1F	02/10/88	175/226	471443
Corbett 2	02/10/88	175/227	471444
Corbett 3	02/10/88	175/228	471445
Corbett 4	02/10/88	175/229	471446

Additional Certificates of Location for the Corbett claims appear as follows:

Corbett 1 F	07/02/87	162/033	427358
Corbett 2	07/02/87	162/034	427359
Corbett 3	07/06/87	162/035	427360
Corbett 4	07/06/87	162/036	427361
Corbett 1	05/01/67	18/513	57132
Corbett 2	05/01/67	18/514	57133
Corbett 3	05/01/67	18/515	57134
Corbett 4	05/01/67	18/516	57135

H. Extension Claims

Extension 1	12/02/87	595/153	450161
Amended	12/07/88	664/040	
Extension 2	12/02/87	595/154	450162
Amended	12/07/88	664/043	
Extension 3	12/02/87	595/155	450163
Amended	12/07/88	664/046	
Extension 4	12/02/87	595/156	450164
Amended	12/07/88	664/049	

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<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
Extension 5	12/02/87		595/157	450165
Amended	12/07/88		664/052	
Extension 6	12/02/87		595/158	450166
Amended	12/07/88		664/055	
Extension 7	12/02/87		595/159	450167
Amended	12/07/88		664/058	
Extension 8	12/02/87		595/160	450168
Amended	12/07/88		664/061	
Extension 9	12/02/87		595/161	450169
Amended	12/07/88		664/064	
Extension 10	12/02/87		595/162	450170
Amended	12/07/88		664/067	
Extension 11	12/02/87		595/163	450171
Amended	12/07/88		664/070	
Extension 12	12/02/87		595/164	450172
Amended	12/07/88		664/073	
Extension 13	12/02/87		595/165	450173
Amended	12/07/88		664/076	
Extension 14	12/02/87		595/166	450174
Amended	12/07/88		664/079	
Extension 15	12/02/87		595/167	450175
Amended	12/07/88		664/082	
Extension 16	12/02/87		595/168	450176
Amended	12/07/88		664/085	
Extension 17	12/02/87		595/169	450177
Amended	12/07/88		664/088	
Extension 18	12/02/87		595/170	450178
Amended	12/07/88		664/091	

I. Fox Claims

Fox 1	12/02/80		344/354	182111
Fox 2	12/02/80		344/355	182112
Fox 3	12/02/80	90/448	344/356	182113
Fox 4	12/02/80	90/449	344/357	182114
Fox 5	12/02/80	90/450	344/358	182115
Fox 6	12/02/80	90/451		182116
Fox 7	12/02/80	90/452		182117
Fox 8	12/02/80	90/453		182118
Fox 9	12/02/80	90/454		182119
Fox 10	12/02/80	90/455	344/359	182120

J. GS Fraction Claims

GS Fraction 37	09/12/84	130/477		325245
GS Fraction 38	09/12/84	130/478		325246
GS Fraction 39	09/12/84	130/479		325247

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<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
GS Fraction 40	09/12/84	130/480		325248

K. Gold Bug Claims

Gold Bug 1F	10/13/87	169/428		450105
Gold Bug 2F	10/13/87	169/429		450106
Gold Bug 3F	10/13/87	169/430		450107
Gold Bug 4F	10/13/87	169/431		450108
Gold Bug 5	10/13/87	169/432		450109
Gold Bug 6	10/13/87	169/433		450110
Gold Bug 7	10/13/87	169/434		450111
Gold Bug 8	10/09/87	169/435		450112
Gold Bug 9	10/09/87	169/436		450113
Gold Bug 10	10/09/87	169/437		450114
Gold Bug 11	10/09/87	169/438		450115
Gold Bug 12	10/09/87	169/439		450116
Gold Bug 13	10/09/87	169/440		450117
Gold Bug 14	10/09/87	169/441		450118
Gold Bug 15	10/09/87	169/442		450119
Gold Bug 16	10/09/87	169/443		450120
Gold Bug 17	10/09/87	169/444		450121
Gold Bug 18	10/09/87	169/445		450122
Gold Bug 19	10/09/87	169/446	595/171	450123
Gold Bug 20	10/09/87	169/447	595/172	450124
Gold Bug 21	10/09/87	169/448	595/173	450125
Gold Bug 22	10/09/87	169/449	595/174	450126
Gold Bug 23	10/09/87	169/450	595/175	450127
Gold Bug 24	10/09/87	169/451	595/176	450128
Gold Bug 25	10/09/87	169/452	595/177	450129
Gold Bug 26	10/09/87	169/453	595/178	450130
Gold Bug 27	10/09/87	169/454	595/179	450131

Additional Certificates of Location for the Gold Bug claims appear as follows:

Gold Bug 1	02/26/63	N/195	57053
Gold Bug 2	02/22/63	N/196	57054
Gold Bug 3	02/22/63	N/197	57055
Gold Bug 4	02/22/63	N/198	57056
Gold Bug 5	02/22/63	N/199	57057
Gold Bug 6	02/22/63	N/200	57058
Gold Bug 7	02/22/63	N/201	57059
Gold Bug 8	02/22/63	N/202	57060
Gold Bug 9	02/22/63	N/203	57061
Gold Bug 10	02/26/63	N/204	57062
Gold Bug 11	02/26/63	N/205	57063
Gold Bug 12	02/26/63	N/206	57064
Gold Bug 13	02/26/63	N/207	57065

<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
Gold Bug 14	02/26/63	N/208		57066
Gold Bug 15	02/26/63	N/209		57067
Gold Bug 16	02/26/63	N/210		57068
Gold Bug 17	02/26/63	N/211		57069
Gold Bug 18	02/26/63	N/212		57070
Gold Bug 19	02/22/63	N/213		57071
Gold Bug 20	02/22/63	N/214		57072
Gold Bug 21	02/22/63	N/215		57073
Gold Bug 22	02/22/63	N/216		57074
Gold Bug 23	02/22/63	N/217		57075
Gold Bug 24	02/22/63	N/218		57076
Gold Bug 25	02/22/63	N/219		57077
Gold Bug 26	02/22/63	N/220		57078
Gold Bug 27	02/22/63	N/221		57079

L. Golden April Claims

Golden April 1	10/15/87	169/455		450132
Golden April 2	10/13/87	169/456		450133
Golden April 3	10/16/87	169/457		450134
Golden April 4	10/16/87	169/458		450135
Golden April 5	10/15/87	169/459		450136
Golden April 6	10/15/87	169/460		450137
Golden April 7	10/16/87	169/461		450138
Golden April 8	10/16/87	169/462		450139
Golden April 9	10/16/87	169/463	595/180	450140
Golden April 10	10/16/87	169/464	595/181	450141
Golden April 11	10/16/87	169/465	595/182	450142
Golden April 12	10/16/87	169/466	595/183	450143
Golden April 13	10/15/87	169/467		450144
Golden April 14	10/16/87	169/468		450145
Golden April 15	10/15/87	169/469		450146
Golden April 16	10/19/87	169/470		450147
Golden April 17	10/15/87	169/471		450148
Golden April 18	10/19/87	169/472		450149
Golden April 19	10/16/87	169/473	595/184	450150
Golden April 21	10/19/87	169/474	595/185	450151
Golden April 22	10/19/87	169/475	595/186	450152
Golden April 23F	10/13/87	169/476		450153
Golden April 24F	10/15/87	169/477		450154
Golden April 25F	10/15/87	169/478		450155
Golden April 26F	11/04/87		595/187	450156
Amended	12/07/88		664/025	
Golden April 27F	11/04/87		595/188	450157
Amended	12/07/88		664/028	
Golden April 28F	11/04/87		595/189	450158
Amended	12/07/88		664/031	

<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
Golden April 29	11/04/87		595/190	450159
Amended	12/07/88		664/034	
Golden April 30	11/04/87		595/191	450160
Amended	12/07/88		664/037	

Additional Certificates of location for the Golden April claims appear as follows:

Golden April 1	12/20/79	78/172		136772
Golden April 2	12/20/79	78/173		136773
Golden April 3	12/20/79	78/174		136774
Golden April 4	12/20/79	78/175		136775
Golden April 5	12/20/79	78/176		136776
Golden April 6	12/20/79	78/177		136777
Golden April 7	12/20/79	78/178		136778
Golden April 8	12/20/79	78/179		136779
Golden April 9	12/20/79	78/180	312/364	136780
Golden April 10	12/20/79	78/181	312/365	136781
Golden April 11	12/20/79	78/182	312/366	136782
Golden April 12	12/20/79	78/183	312/367	136783
Golden April 13	12/20/79	78/184		136784
Golden April 14	12/20/79	78/185		136785
Golden April 15	12/20/79	78/186		136786
Golden April 16	12/20/79	78/187		136787
Golden April 17	12/20/79	78/188		136788
Golden April 18	12/20/79	78/189		136789
Golden April 19	12/20/79	78/190		136790
Golden April 20	12/20/79	78/191	312/368	136791
Golden April 21	12/20/79	78/192	312/369	136792
Golden April F	12/20/79	78/193	312/370	136793

M. Golden Boy Claims

Golden Boy 6	11/07/63	2/125	56980
Golden Boy 7	11/07/63	2/126	56981
Golden Boy 8	11/07/63	2/127	56982
Golden Boy 9	11/07/63	2/128	56983
Golden Boy 10	11/07/63	2/129	56984
Golden Boy 11	11/07/63	2/130	56985
Golden Boy 12	11/07/63	2/131	56986

N. Golden Wombat Claims

Golden Wombat 1	05/24/83	112/135	275626
Golden Wombat 2	05/24/83	112/134	275627
Golden Wombat 3	05/24/83	112/133	275628
Golden Wombat 4	05/24/83	112/132	275629

<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
Golden Wombat 5	05/24/83	112/131		275630
Golden Wombat 6	05/24/83	112/130		275631
Golden Wombat 7	05/24/83	112/129		275632
Golden Wombat 8	05/24/83	112/128		275633

O. Gold Strike Claims

Gold Strike 1	02/12/63	N/132	57154
Amended	02/24/70	34/359	
Gold Strike 2	02/12/63	N/133	57155
Amended	02/24/70	34/360	
Gold Strike 3	02/12/63	N/134	57156
Amended	02/24/70	34/361	
Gold Strike 4	02/12/63	N/135	57157
Amended	02/24/70	34/362	
Gold Strike 5	02/12/63	N/136	57158
Amended	02/24/70	34/363	
Gold Strike 6	02/12/63	N/137	57159
Amended	02/24/70	34/364	
Gold Strike 7	02/12/63	N/138	57160
Amended	02/24/70	34/365	
Gold Strike 8	02/12/63	N/139	57161
Amended	02/24/70	34/366	
Gold Strike 9	02/12/63	N/140	57162
Amended	02/24/70	34/367	
Gold Strike 10	02/12/63	N/141	57163
Amended	02/24/70	34/368	
Gold Strike 11	02/12/63	N/142	57164
Amended	02/24/70	34/369	
Gold Strike 12	02/12/63	N/143	57165
Amended	02/24/70	34/370	
Gold Strike 13	02/12/63	N/144	57166
Amended	02/24/70	34/371	
Gold Strike 14	02/12/63	N/145	57167
Amended	02/24/70	34/372	
Gold Strike 15	02/12/63	N/146	57168
Amended	02/24/70	34/373	
Gold Strike 16	02/12/63	N/147	57169
Amended	02/24/70	34/374	
Gold Strike 17	02/12/63	N/148	57170
Amended	02/24/70	34/375	
Gold Strike 18	02/12/63	N/149	57171
Amended	02/24/70	34/376	
Gold Strike 19	02/12/63	N/150	57172
Amended	02/24/70	34/377	
Gold Strike 20	02/12/63	N/151	57173
Amended	02/24/70	34/378	

<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
Gold Strike 21	02/12/63	N/152		57174
Amended	02/24/70	34/379		
Gold Strike 22	02/12/63	N/153		57175
Amended	02/24/70	34/380		
Gold Strike 23	02/12/63	N/154		57176
Amended	02/24/70	34/381		
Gold Strike 24	02/12/63	N/155		57177
Amended	02/24/70	34/382		
Gold Strike 25	02/12/63	N/156		57178
Amended	02/24/70	34/383		
Gold Strike 26	02/12/63	N/157		57179
Amended	02/24/70	34/384		
Gold Strike 27	02/12/63	N/158		57180
Amended	02/24/70	34/385		
Gold Strike 28	02/12/63	N/159		57181
Amended	02/24/70	34/386		
Gold Strike 29	02/12/63	N/160		57182
Amended	02/24/70	34/387		
Gold Strike 30	02/12/63	N/161		57183
Amended	02/24/70	34/388		
Gold Strike 31	02/12/63	N/162		57184
Amended	02/24/70	34/389		
Gold Strike 32	02/12/63	N/163		57185
Amended	02/24/70	34/390		
Gold Strike 33	02/12/63	N/164		57186
Amended	02/24/70	34/391		
Gold Strike 34	02/12/63	N/165		57187
Amended	02/24/70	34/392		
Gold Strike 35	02/12/63	N/166		57188
Amended	02/24/70	34/393		
Gold Strike 36	02/12/63	N/167		57189
Amended	02/24/70	34/394		

P. Hill Claims

Hill 1	11/02/88	193/511	663/621	Not Assigned
Hill 2	11/02/88	193/512	663/622	Not Assigned
Hill 3	11/02/88	193/513	663/623	Not Assigned
Hill 4	11/02/88	193/514	663/624	Not Assigned
Hill 5	11/02/88	193/515	663/625	Not Assigned
Hill 6	09/12/87	169/407	595/197	450057
Hill 7	09/12/87	169/408	595/198	450058
Hill 8	09/12/87	169/409	595/199	450059
Hill 9	09/22/87	169/410	595/200	450060
Hill 10	09/22/87	169/411	595/201	450061
Hill 11	09/22/87	169/412	595/202	450062
Hill 12	09/22/87	169/413	595/203	450063
Amended	12/02/88	193/516	664/001	

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Hill 13	09/22/87	169/414	595/204	450064
Hill 14	09/27/87	169/415	595/205	450065
Hill 15	09/27/87	169/416	595/206	450066
Hill 16	09/27/87		595/207	450067
Hill 17	09/27/87		595/208	450068
Hill 18	09/22/87		595/209	450069
Hill 19	09/22/87		595/210	450070
Hill 20	09/22/87		595/211	450071
Hill 21	09/22/87		595/212	450072
Hill 22	09/22/87		595/213	450073
Hill 23	09/12/87		595/214	450074
Hill 24	09/12/87		595/215	450075
Hill 25	09/12/87		595/216	450076
Hill 26	12/02/87		595/217	450077
Amended	11/02/88		664/004	
Hill 27	12/02/87		595/218	450078
Amended	11/02/88		664/007	
Hill 28	12/02/87		595/219	450079
Amended	11/02/88		664/010	
Hill 29	12/02/87		595/220	450080
Amended	11/02/88		664/013	
Hill 30	12/02/87		595/221	450081
Amended	11/02/88		664/016	
Hill 31	09/18/87		595/222	450082
Hill 32	09/18/87		595/223	450083
Hill 33	09/18/87		595/224	450084
Hill 34	09/18/87		595/225	450085
Hill 35	09/18/87		595/226	450086
Hill 36	09/18/87		595/227	450087
Hill 37	09/18/87		595/228	450088
Hill 38	09/18/87		595/229	450089
Hill 39	09/12/87	169/417		450090
Hill 40	09/12/87	169/418		450091
Hill 41	09/12/87	169/419		450092
Hill 42	09/12/87	169/420		450093
Hill 43	09/12/87	169/421		450094
Hill 44	09/12/87	169/422		450095
Hill 45F	10/01/87	169/423		450096
Hill 46F	10/06/87	169/424		450097
Hill 47F	10/06/87	169/425		450098
Amended	12/02/88	193/519		
Hill 48F	09/12/87	169/426		450099
Hill 49F	09/27/87	169/427	595/230	450100
Hill 50F	09/27/87		595/231	450101
Hill 51F	09/21/87		595/232	450102
Hill 52F	12/02/87		595/233	450103
Amended	12/02/88		664/019	
Hill 53F	12/02/87		595/234	450104
Amended	12/02/88		664/022	

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<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
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Additional Certificates of Location for the Hill claims appear as follows:

Hill 1	01/31/80	79/216	315/528	141879
Hill 2	01/31/80	79/217	315/529	141880
Hill 3	01/31/80	79/218	315/530	141881
Hill 4	01/31/80	79/219	315/531	141882
Hill 5	01/31/80	79/220	315/532	141883
Hill 6	01/31/80	79/221	315/533	141884
Hill 7	01/31/80	79/222	315/534	141885
Hill 8	01/31/80	79/223	315/535	141886
Hill 9	01/31/80	79/224	315/536	141887
Hill 10	02/03/80	79/225	315/537	141888
Hill 11	02/03/80	79/226	315/538	141889
Hill 12	02/03/80	79/227	315/539	141890
Hill 13	02/03/80	79/228	315/540	141891
Hill 14	02/03/80	79/229	315/541	141892
Hill 15	02/03/80	79/230	315/542	141893
Hill 16	02/03/80		315/543	141894
Hill 17	02/03/80		315/544	141895
Hill 18	02/03/80		315/545	141896
Hill 19	02/03/80		315/546	141897
Hill 20	02/03/80		315/547	141898
Hill 21	02/03/80		315/548	141899
Hill 22	01/31/80		315/549	141900
Hill 23	01/31/80		315/550	141901
Hill 24	01/31/80		315/551	141902
Hill 25	01/31/80		315/552	141903
Hill 26	01/31/80		315/553	141904
Hill 27	01/31/80		315/554	141905
Hill 28	01/31/80		315/555	141906
Hill 29	01/31/80		315/556	141907
Hill 30	01/31/80		315/557	141908
Hill 31	01/31/80		315/558	141909
Hill 32	01/31/80		315/559	141910
Hill 33	01/31/80		315/560	141911
Hill 34	01/31/80		315/561	141912
Hill 35	01/31/80		315/562	141913
Hill 36	01/31/80		315/563	141914
Hill 37	01/31/80		315/564	141915
Hill 38	01/31/80		315/565	141916
Hill 39	01/31/80	79/231		141917
Hill 40	01/31/80	79/232		141918
Hill 41	01/31/80	79/233		141919
Hill 42	01/31/80	79/234		141920
Hill 43	01/31/80	79/235		141921
Hill 44	01/31/80	79/236		141922
Hill 45	01/31/80	79/237		141923
Hill 46	01/31/80	79/238		141924

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Hill 47	01/31/80	79/239		141925

Q. Medford Claims

Medford 1	06/22/78		269/682	57029
Medford 2	06/22/78		269/683	57030
Medford 3	06/22/78		269/684	57031
Medford 4	06/22/78		269/685	57032
Medford 5	06/22/78		269/686	57033
Medford 6	06/22/78		269/687	57034

Additional Certificates or Notices of Location for the Medford claims appear as follows:

Notices of Location

Medford 1	04/05/68	23/338		57029
Medford 2	04/05/68	23/339		57030
Medford 3	04/05/68	23/340		57031
Medford 4	04/05/68	23/341		57032
Medford 5	04/05/68	23/342		57033
Medford 6	04/05/68	23/343		57034

Certificates of Location

Medford 1	04/20/68	23/344		57029
Medford 2	04/20/68	23/345		57030
Medford 3	04/20/68	23/346		57031
Medford 4	04/20/68	23/347		57032
Medford 5	04/20/68	23/348		57033
Medford 6	04/20/68	23/349		57034

Medford 1	06/10/68	25/427		57029
Medford 2	06/10/68	25/428		57030
Medford 3	06/10/68	25/429		57031
Medford 4	06/10/68	25/430		57032
Medford 5	06/10/68	25/431		57033
Medford 6	06/10/68	25/432		57034

R. Micron Claims

Micron 1	10/07/69	033/012		56993
Micron 2	10/07/69	033/013		56994
Micron 3	10/07/69	033/014		56995
Micron 4	10/07/69	033/015		56996
Micron 5	10/07/69	033/016		56997
Micron 6	10/07/69	033/017		56998

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Micron 7	10/07/69	033/018		56999
Micron 8	10/07/69	033/019		57000
Micron 9	10/07/69	033/020		57001
Micron 10	10/07/69	033/021		57002
Micron 11	10/07/69	033/022		57003
Micron 12	10/07/69	033/023		57004
Micron 13	10/07/69	033/024		57005
Micron 14	10/07/69	033/025		57006
Micron 15	10/07/69	033/026		57007
Micron 16	10/07/69	033/027		57008
Micron 17	10/07/69	033/028		57009
Micron 18	10/07/69	033/029		57010
Micron 19	10/07/69	033/030		57011
Micron 20	10/07/69	033/031		57012
Micron 21	10/07/69	033/032		57013
Micron 22	10/07/69	033/033		57014
Micron 23	10/07/69	033/034		57015
Micron 24	10/07/69	033/035		57016
Micron 25	10/07/69	033/036		57017
Micron 26	10/07/69	033/037		57018
Micron 27	10/07/69	033/038		57019
Micron 28	10/07/69	033/039		57020
Micron 29	10/07/69	033/040		57021
Micron 30	10/07/69	033/041		57022
Micron 31	10/07/69	033/042		57023
Micron 32	10/07/69	033/043		57024
Micron 33	10/07/69	033/044		57025
Micron 34	10/07/69	033/045		57026
Micron 35	10/07/69	033/046		57027
Micron 36	10/07/69	033/047		57028

S. Pandora Claims

Pandora 1	02/09/88	175/212	471429
Pandora 2	02/10/88	175/213	471430
Pandora 3	02/10/88	175/214	471431
Pandora 4	02/10/88	175/215	471432
Pandora 5	02/10/88	175/216	471433
Pandora 6	02/10/88	175/217	471434
Pandora 7	02/10/88	175/218	471435
Pandora 8	02/10/88	175/219	471436
Pandora 9	02/10/88	175/220	471437
Pandora 10	02/10/88	175/221	471438
Pandora 11F	02/10/88	175/222	471439
Pandora 12F	02/10/88	175/223	471440
Pandora 13F	02/10/88	175/224	471441
Pandora 14F	02/10/88	175/225	471442

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Additional Certificates of Location for the Pandora claims appear as follows:

Pandora 1	07/21/87	162/037		427362
Pandora 2	07/02/87	162/038		427363
Pandora 3	06/30/87	162/039		427364
Pandora 4	06/30/87	162/040		427365
Pandora 5	06/30/87	162/041		427366
Pandora 6	06/30/87	162/042		427367
Pandora 7	06/30/87	162/043		427368
Pandora 8	07/02/87	162/044		427369
Pandora 9	07/02/87	162/045		427370
Pandora 10	07/02/87	162/046		427371
Pandora 11 F	07/21/87	162/047		427372
Pandora 12 F	06/30/87	162/048		427373
Pandora 13 F	07/02/87	162/049		427374
Pandora 14 F	07/06/87	162/050		427375

Pandora 1	05/08/66	11/209		57122
Pandora 2	05/08/66	11/210		57123
Pandora 3	05/08/66	11/211		57124
Pandora 4	05/08/66	11/212		57125
Pandora 5	05/08/66	11/213		57126
Pandora 6	05/08/66	11/214		57127
Pandora 7	05/09/66	11/215		57128
Pandora 8	05/09/66	11/216		57129
Pandora 9	05/09/66	11/217		57130
Pandora 10	05/09/66	11/218		57131

T. Patton Claims

Patton 1	11/10/84	134/186		334034
Patton 2	11/10/84	134/187		334035
Patton 3	11/10/84	134/188		334036
Patton 4	11/10/84	134/189		334037
Patton 5	11/10/84	134/190		334038
Patton 6	11/10/84	134/191		334039

U. Post Claims

Post 1	10/14/66	13/415		57146
Post 2	10/14/66	13/417		57147
Post 3	04/20/82	102/337		239665
Post 4	04/20/82	102/338		239666
Post 5	10/14/66	13/423		57150
Post 6	10/14/66	13/425		57151
Post Extension	04/20/82	102/340		239668

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<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
Post Fraction	04/20/82	102/339		239667

Additional Certificates of Location for the Post claims appear as follows:

Post 3	10/14/66	13/419		57148
Post 4	10/14/66	13/421		57149
Post Extension	06/08/68	25/425		57152
Post Fraction	06/08/68	25/426		57153

V. Rodeo Claims

Rodeo 1	10/31/84	130/469		325249
Rodeo 2	10/31/84	130/470		325250
Rodeo 3	10/31/84	130/471		325251
Rodeo 4	10/31/84	130/472		325252
Rodeo 5	10/30/84	130/473		325253
Rodeo 6	10/30/84	130/474		325254
Rodeo 7	10/31/84	130/475		325255
Rodeo 8	11/01/84	130/476		325256

W. Royal Claims

Royal 1	10/07/87	169/387		450037
Royal 2	09/12/87	169/388		450038
Royal 3	09/12/87	169/389		450039
Royal 4F	10/07/87	169/390		450040
Royal 5	09/12/87	169/391		450041
Royal 6	09/12/87	169/392		450042
Royal 7	09/12/87	169/393		450043
Royal 8	09/12/87	169/394		450044
Royal 9	09/12/87	169/395		450045
Royal 10	09/12/87	169/396		450046
Royal 11	09/12/87	169/397		450047
Royal 12F	10/07/87	169/398		450048
Royal 13F	10/06/87	169/399		450049
Royal 14F	10/06/87	169/400		450050
Royal 15F	10/06/87	169/401		450051

Additional Certificates of Location for the Royal claims appear as follows:

Royal 1	02/01/66	10/01		57080
Royal 2	02/01/66	10/02		57081
Royal 3	02/01/66	10/03		57082
Royal 4	02/01/66	10/04		57083
Royal 5	02/01/66	10/05		57084

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Royal 6	02/01/66	10/06		57085
Royal 7	02/01/66	10/07		57086
Royal 8	02/01/66	10/08		57087
Royal 9	02/01/66	10/09		57088
Royal 10	02/01/66	10/10		57089
Royal 11	02/01/66	10/11		57090
Royal 12	02/01/66	10/12		57091
Royal 13	02/01/66	10/13		57092
Royal 14	02/01/66	10/14		57093
Royal 15	02/01/66	10/15		57094
Royal 16	02/01/66	10/16		57095
Royal 17	02/01/66	10/17		57096
Royal 18	02/01/66	10/18		57097

K. SJ Claims

SJ 1	01/15/88	175/196	471413
SJ 2	01/15/88	175/197	471414
SJ 3	01/15/88	175/198	471415
SJ 4	01/15/88	175/199	471416
SJ 5	01/15/88	175/200	471417
SJ 6	01/15/88	175/201	471418
SJ 7	01/15/88	175/202	471419
SJ 8	01/15/88	175/203	471420
SJ 9	01/15/88	175/204	471421
SJ 10	01/15/88	175/205	471422
SJ 11	01/15/88	175/206	471423
SJ 12	01/15/88	175/207	471424
SJ 13	01/15/88	175/208	471425
SJ 14	01/15/88	175/209	471426
SJ 15	01/15/88	175/210	471427
SJ 16	01/15/88	175/211	471428

Additional Certificates of Location for the SJ claims appear as follows:

SJ 1	07/21/87	162/051	427376
SJ 2	07/21/87	162/052	427377
SJ 3	07/21/87	162/053	427378
SJ 4	07/21/87	162/054	427379
SJ 5	07/15/87	162/055	427380
SJ 6	07/15/87	162/056	427381
SJ 7	07/15/87	162/057	427382
SJ 8	07/15/87	162/058	427383
SJ 9	07/15/87	162/059	427384
SJ 10	07/15/87	162/060	427385
SJ 11	07/16/87	162/061	427386
SJ 12	07/16/87	162/062	427387

<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
SJ 13	07/16/87	162/063		427388
SJ 14	07/16/87	162/064		427389
SJ 15	07/16/87	162/065		427390
SJ 16	07/16/87	162/066		427391
SJ 1	08/14/75	52/327		73188
SJ 2	08/14/75	52/328		73189
SJ 3	08/14/75	52/329		73190
SJ 4	08/14/75	52/330		73191
SJ 5	08/14/75	52/331		73192
SJ 6	08/14/75	52/332		73193
SJ 7	08/14/75	52/333		73194
SJ 8	08/14/75	52/334		73195
SJ 9	08/14/75	52/335		73196
SJ 10	08/14/75	52/336		73197
SJ 11	08/14/75	52/337		73198
SJ 12	08/14/75	52/338		73199
SJ 13	08/14/75	52/339		73200
SJ 14	08/14/75	52/340		73201
SJ 15	08/14/75	52/341		73202
SJ 16	08/14/75	52/342		73203

Y. Stewart Claims

Stewart	09/24/78	66/518	39429
Stewart 1	09/24/78	66/519	39430
Stewart 2	09/24/78	66/520	39431
Stewart 3	09/24/78	66/521	39432
Stewart 4	09/24/78	66/522	39433
Stewart 5	09/24/78	66/523	39434

Z. WS Millsites

WS 1	10/17/86	153/213	390414
WS 2	10/17/86	153/214	390415
WS 3	10/17/86	153/215	390416
WS 4	10/17/86	153/216	390417
WS 5	10/17/86	153/217	390418
WS 6	10/17/86	153/218	390419
WS 7	10/17/86	153/219	390420
WS 8	10/17/86	153/220	390421
WS 9	10/17/86	153/221	390422
WS 10	10/17/86	153/222	390423
WS 11	10/17/86	153/223	390424
WS 12	10/17/86	153/224	390425
WS 13	10/17/86	153/225	390426
WS 14	10/18/86	153/226	390427

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WS 15	10/18/86	153/227		390428
WS 16	10/18/86	153/228		390429
WS 17	10/18/86	153/229		390430
WS 18	10/18/86	153/230		390431
WS 19	10/18/86	153/231		390432
WS 20	10/18/86	153/232		390433
WS 21	10/18/86	153/233		390434
WS 22	10/18/86	153/234		390435
WS 23	10/18/86	153/235		390436
WS 24	10/18/86	153/236		390437
WS 25	10/18/86	153/237		390438
WS 26	10/18/86	153/238		390439
WS 27	10/18/86	153/239		390440
WS 28	10/18/86	153/240		390441
WS 29	10/18/86	153/241		390442
WS 30	10/18/86	153/242		390443
WS 31	10/18/86	153/243		390444
WS 32	10/18/86	153/244		390445
WS 33	10/18/86	153/245		390446
WS 34	10/18/86	153/246		390447
WS 35	10/18/86	153/247		390448
WS 36	10/18/86	153/248		390449
WS 37	10/18/86	153/249		390450
WS 38	10/18/86	153/250		390451
WS 39	10/18/86	153/251		390452
WS 40	10/18/86	153/252		390453
WS 41	10/18/86	153/253		390454
WS 42	10/18/86	153/254		390455
WS 43	10/18/86	153/255		390456
WS 44	10/18/86	153/256		390457
WS 45	10/18/86	153/257		390458
WS 46	10/18/86	153/258		390459
WS 47	10/18/86	153/259		390460
WS 48	10/18/86	153/260		390461
WS 49	10/18/86	153/261		390462
WS 50	10/18/86	153/262		390463
WS 51	10/19/86	153/263		390464
WS 52	10/19/86	153/264		390465
WS 53	10/19/86	153/265		390466
WS 54	10/19/86	153/266		390467
WS 55	10/19/86	153/267		390468
WS 56	10/19/86	153/268		390469
WS 57	10/19/86	153/269		390470
WS 58	10/19/86	153/270		390471
WS 59	10/19/86	153/271		390472
WS 60	10/19/86	153/272		390473
WS 61	10/19/86	153/273		390474
WS 62	10/19/86	153/274		390475
WS 63	10/19/86	153/275		390476

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<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
WS 64	10/19/86	153/276		390477
WS 65	10/19/86	153/277		390478
WS 66	10/19/86	153/278		390479
WS 67	10/19/86	153/279		390480
WS 68	10/19/86	153/280		390481
WS 69	10/22/86	153/281		390482
WS 70	10/19/86	153/282		390483
WS 71	10/19/86	153/283		390484
WS 72	10/19/86	153/284		390485
WS 73	10/19/86	153/285		390486
WS 74	10/19/86	153/286		390487
WS 75	10/19/86	153/287		390488
WS 76	10/19/86	153/288		390489
WS 77	10/19/86	153/289		390490
WS 78	10/21/86	153/290		390491
WS 79	10/21/86	153/291		390492
WS 80	10/21/86	153/292		390493
WS 81	10/21/86	153/293		390494
WS 82	11/11/86	153/294		390495
WS 83	11/11/86	153/295		390496
WS 84	11/11/86	153/296		390497
WS 85	11/11/86	153/297		390498
WS 86	11/11/86	153/298		390499
WS 87	11/11/86	153/299		390500
WS 88	11/11/86	153/300		390501
WS 84-1	04/26/88	177/239		480215
WS 85-1	04/26/88	177/240		480216
WS 86-1	04/26/88	177/241		480217
WS 87-1	04/26/88	177/242		480218
WS 88-1	04/26/88	177/243		480219
WS 89	04/26/88	177/244		480220
WS 90	04/26/88	177/245		480221
WS 91	04/26/88	177/246		480222
WS 92	04/26/88	177/247		480223
WS 93	04/26/88	177/248		480224
WS 94	04/26/88	177/249		480225
WS 95	04/26/88	177/250		480226
WS 96	04/26/88	177/251		480227
WS 97	04/26/88	177/252		480228
WS 98	04/26/88	177/253		480229
WS 99	04/26/88	177/254		480230
WS 100	04/26/88	177/255		480231
WS 101	04/26/88	177/256		480232
WS 102	04/26/88	177/257		480233
WS 103	04/26/88	177/258		480234
WS 104	04/26/88	177/259		480235
WS 105	04/26/88	177/260		480236
WS 106	04/26/88	177/261		480237
WS 107	04/26/88	177/262		480238

<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
WS 108	04/26/88	177/263		480239
WS 109	04/26/88	177/264		480240
WS 114	04/26/88	177/265		480241
WS 115	04/26/88	177/266		480242
WS 116	04/26/88	177/267		480243
WS 117	04/26/88	177/268		480244
WS 118	04/26/88	177/269		480245
WS 119	04/26/88	177/270		480246
WS 120	04/26/88	177/271		480247
WS 121	04/26/88	177/272		480248
WS 122	04/26/88	177/273		480249
WS 123	04/26/88	177/274		480250
WS 124	04/26/88	177/275		480251
WS 125	04/26/88	177/276		480252
WS 126	01/28/88	172/470		474312
WS 127	01/28/88	172/471		474313
WS 128	01/28/88	172/472		474314
WS 129	01/28/88	172/473		474315
WS 130	01/28/88	172/474		474316
WS 131	01/28/88	172/475		474317
WS 132	01/28/88	172/476		474318
WS 133	01/28/88	172/477		474319
WS 134	01/29/88	172/478		474320
WS 135	01/29/88	172/479		474321
WS 136	01/29/88	172/480		474322
WS 137	01/29/88	172/481		474323
WS 138	01/29/88	172/482		474324
WS 139	01/29/88	172/483		474325
WS 143	01/29/88	172/487		474329
WS 144	02/03/88	172/488		474330
WS 145	02/03/88	172/489		474331
WS 146	02/03/88	172/490		474332
WS 147	02/03/88	172/491		474333
WS 148	02/03/88	172/492		474334
WS 149	02/03/88	172/493		474335
WS 150	02/03/88	172/494		474336
WS 151	02/05/88	172/495		474337
WS 152	02/05/88	172/496		474338
WS 153	02/08/88	172/497		474339
WS 154	02/08/88	172/498		474340
WS 155	02/08/88	172/499		474341
WS 156	02/08/88	172/500		474342
WS 157	02/08/88	172/501		474343
WS 158	02/08/88	172/502		474344
WS 159	02/08/88	172/503		474345
WS 160	02/08/88	172/504		474346
WS 161	02/08/88	172/505		474347
WS 162	02/05/88	172/506		474348
WS 163	02/05/88	172/507		474349

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<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
WS 164	02/05/88	172/508		474350
WS 165	02/05/88	172/509		474351
WS 166	02/05/88	172/510		474352
WS 167	02/04/88	172/511		474353
WS 168	02/04/88	172/512		474354
WS 169	02/03/88	172/513		474355
WS 170	01/29/88	172/514		474356
WS 173	01/29/88	172/517		474359
WS 174	02/03/88	172/518		474360
WS 175	02/04/88	172/519		474361
WS 176	02/04/88	172/520		474362
WS 177	02/04/88	172/521		474363
WS 178	02/04/88	172/522		474364
WS 179	02/04/88	172/523		474365
WS 180	02/04/88	172/524		474366
WS 181	02/04/88	172/525		474367
WS 182	02/04/88	172/526		474368
WS 183	02/05/88	172/527		474369
WS 184	02/05/88	172/528		474370
WS 185	02/05/88	172/529		474371
WS 186	02/05/88	172/530		474372

AA. Wildcat Claims

Wildcat 1	03/27/87	156/049	402334
Wildcat 2	03/27/87	156/050	402335
Wildcat 3	03/27/87	156/051	402336
Wildcat 4	03/27/87	156/052	402337
Wildcat 5	03/27/87	156/053	402338
Wildcat 6	03/27/87	156/054	402339
Wildcat 7	03/27/87	156/055	402340
Wildcat 8	03/27/87	156/056	402341
Wildcat 9	03/27/87	156/057	402342
Wildcat 10	03/27/87	156/058	402343
Wildcat 11	03/27/87	156/059	402344
Wildcat 12	03/27/87	156/060	402345
Wildcat 13	03/27/87	156/061	402346
Wildcat 14	03/27/87	156/062	402347
Wildcat 15	03/27/87	156/063	402348
Wildcat 16	03/27/87	156/064	402349
Wildcat 17	03/30/87	156/065	402350
Wildcat 18	03/30/87	156/066	402351
Wildcat 19	03/30/87	156/067	402352
Wildcat 20	03/30/87	156/068	402353
Wildcat 21	03/30/87	156/069	402354
Wildcat 22	03/30/87	156/070	402355
Wildcat 23	03/30/87	156/071	402356
Wildcat 24	03/30/87	156/072	402357

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<u>CLAIM NAME</u>	<u>DATE OF LOCATION</u>	<u>EUREKA CO. BOOK/PAGE</u>	<u>ELKO CO. BOOK/PAGE</u>	<u>BLM SERIAL NO.</u>
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II. MINING LEASE

The following described mining lease located in the Lynn Mining District, Eureka County, Nevada:

Mining Lease No. SPL-634 dated February 15, 1976 by and between Southern Pacific Land Company and Long Lac Mineral Exploration Limited covering the E $\frac{1}{4}$ of Section 25, T. 36 N., R. 49 E., M.D.B.&M. A Memorandum of Lease is recorded in Book 75 at page 427 of the Eureka County records.

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EXHIBIT B

TO DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES, AMONG BARRICK GOLDSTRIKE MINES INC., TRUSTOR, FIRST AMERICAN TITLE COMPANY OF NEVADA, TRUSTEE AND THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT, BENEFICIARIES

SCHEDULE OF EASEMENTS

1. SPL-5545 Well Site License, dated May 31, 1982, between Southern Pacific Land Company and Western States Minerals Corporation.

2. SPL-5536 Dump Site License, dated May 1, 1982, between Southern Pacific Land Company and Western States Minerals Corporation.

3. Agreement between T Lazy S Ranch and Western States Minerals Corporation dated September 1, 1980, as amended by Ranch Agreement Amendment dated July 20, 1988.

4. Powerline easements and rights-of-way assigned to Sierra Pacific Power Company by Assignment and Agreement for Maintenance of Underbuild, dated August 27, 1986, recorded in Book 155, page 487, Eureka County records, which Assignment and Agreement reserves to Western States Minerals-JV1 a perpetual license to attach and use an underbuild line:

a. Right-of-Way Easement, dated June 27, 1986, from SFP Minerals Corporation to Western States Minerals-JV1, recorded in Book 148, page 46, Eureka County records;

b. Grant of Easement, dated June 1, 1986, from Newmont Gold Company, Elko Land and Livestock Company, Newmont Exploration Ltd. and Snake River Cattle Trucking Company to Western States Minerals-JV1, recorded in Book 148, page 39, Eureka County records; and

c. Right-of-Way Grant N-39444, dated March 11, 1986, as corrected August 15, 1986, from the Bureau of Land Management, Department of the Interior to Western States Minerals-JV1.

5. Line Extension Agreement, dated August 27, 1986, by and between Sierra Pacific Power Company and Western States Minerals-JV1.

6. Grant of Roadway Easement, dated April 29, 1988, from Newmont Gold Company to Barrick Goldstrike Mines Inc.

7. Right-of-Way Grant/Temporary Use Permit issued September 7, 1988, from the Bureau of Land Management to Barrick Goldstrike Mines, Inc.

8. Grant of Roadway Easement dated April 29, 1988, from Newmont Gold Company, Carlin Gold Mining Company, Elko Land and Livestock Company, Newmont Explorations Limited (aka Newmont Exploration, Ltd.), Snake River Cattle Trucking Co., to Barrick Goldstrike Mines Inc.

9. Grant of Utility Easement dated June 18, 1987, from Newmont Gold Company, formerly Carlin Gold Mining Company, Elko Land and Livestock Company, Newmont Exploration Limited (aka Newmont Exploration, Ltd.), Snake River Cattle Trucking Co. to Barrick Goldstrike Mines, Inc.

10. Amendment to Grant of Utility Easement dated effective as of April 27, 1988, from Newmont Gold Company (formerly Carlin Gold Mining Company), Elko Land and Livestock Company, Newmont Exploration Limited (aka Newmont Exploration, Ltd.) and Snake River Cattle Trucking Co. to Barrick Goldstrike Mines Inc.

224:030289A

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EXHIBIT C

TO DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES AMONG BARRICK GOLDSTRIKE MINES INC., TRUSTOR, FIRST AMERICAN TITLE COMPANY OF NEVADA, TRUSTEE AND THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT, BENEFICIARIES

SCHEDULE OF WATER RIGHTS

Permits and Applications

<u>Appl. No.</u>	<u>Appl. Filed</u>	<u>Appl. Approved and Permit Granted</u>	<u>Certif. No.</u>	<u>Applicant Diversion Right</u>	<u>or Permit Holder</u>
1. 37985	04/20/79	05/23/80	10592 Issued 2/15/83	.223 cfs, not to exceed 28.454 million gallons per year consumptive use*	Barrick Goldstrike Joint Venture
2. 43344	03/16/81	12/14/82	Not Applicable	3 cfs, not to exceed 50 million gallons per year consumptive use	Barrick Goldstrike Joint Venture
3. 45951	07/20/82	03/02/83	Not Yet Issued	3 cfs, not to exceed 50 million gallons per year consumptive use*	Barrick Goldstrike Joint Venture
4. 48498	10/18/84	04/22/85	Not Applicable	0.75 cfs, not to exceed 12.5 million gallons per year consumptive use	Barrick Goldstrike Joint Venture
5. 48499	10/18/84	04/22/85	Not Applicable	0.75 cfs, not to exceed 12.5 million gallons per year consumptive use	Barrick Goldstrike Joint Venture

* Overall limit of 128.454 million gallons per year collectively for Application Nos. 37985, 45951, 50304, 50305, 50306 and 50307.

	<u>Appl. No.</u>	<u>Appl. Filed</u>	<u>Appl. Approv- ed and Permit Granted</u>	<u>Certif. No.</u>	<u>Diversion Right</u>	<u>Applicant or Permit Holder</u>
6.	48500	10/18/84	04/22/85	Not Ap- plicable	0.75 cfs, not to exceed 12.5 million gallons per year con- sumptive use	Barrick Goldstrike Joint Venture
7.	50304	10/22/86	07/17/87	Not Yet Issued	3 cfs, not to exceed 50 million gallons per year con- sumptive use*	Barrick Goldstrike Joint Venture
8.	50305	10/22/86	07/17/87	Not Yet Issued	See No. 5 above*	Barrick Goldstrike Joint Venture
9.	50306	10/22/86	07/17/87	Not Yet Issued	See No. 4 above*	Barrick Goldstrike Joint Venture
10.	50307	10/22/86	07/17/87	Not Yet Issued	See No. 6 above*	Barrick Goldstrike Joint Venture
11.	51071	06/24/87	Not Yet Approved	Not Appli- cable	3 cfs, not to exceed 50 mil- lion gallons per year con- sumptive use	Barrick Goldstrike Mines Inc.
12.	51531	11/05/87	Not Yet Approved	Not Appli- cable	3 cfs, not to exceed 50 mil- lion gallons per year con- sumptive use	Barrick Goldstrike Mines Inc.
13.	50834	04/21/87	No Yet Approved	Not Appli- cable	13.368 cfs	Barrick Goldstrike Mines Inc.
14.	51739	01/05/88	Not Yet Approved	Not Appli- cable	3 cfs, not to exceed 50 mil- lion gallons per year con- sumptive use	Barrick Goldstrike Mines Inc.

* Overall limit of 128.454 million gallons per year collectively for Application Nos. 37985, 45951, 50304, 50305, 50306 and 50307.

<u>Appl. No.</u>	<u>Appl. Filed</u>	<u>Appl. Approved and Permit Granted</u>	<u>Certif. No.</u>	<u>Diversion Right</u>	<u>Applicant or Permit Holder</u>
15. 51740	01/05/88	Not Yet Approved	Not Applicable	3 cfs, not to exceed 50 million gallons per year consumptive use	Barrick Goldstrike Mines Inc.
16. 51741	01/05/88	Not Yet Approved	Not Applicable	3 cfs, not to exceed 50 million gallons per year consumptive use	Barrick Goldstrike Mines Inc.
17. 51742	01/05/88	No Yet Approved	Not Applicable	3 cfs, not to exceed 50 million gallons per year consumptive use	Barrick Goldstrike Mines Inc.
18. 51743	01/05/88	Not Yet Approved	Not Applicable	3 cfs, not to exceed 50 million gallons per year consumptive use	Barrick Goldstrike Mines Inc.
19. 51744	01/05/88	Not Yet Approved	Not Applicable	3 cfs, not to exceed 50 million gallons per year consumptive use	Barrick Goldstrike Mines Inc.
20. 52032	04/25/88	Not Yet Approved	Not Applicable	3 cfs	Barrick Goldstrike Mines Inc.
21. 52033	04/25/88	Not Yet Approved	Not Applicable	3 cfs	Barrick Goldstrike Mines Inc.
22. 52061	05/02/88	Not Yet Approved	Not Applicable	3 cfs	Barrick Goldstrike Mines Inc.

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EXHIBIT D

TO DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES AMONG BARRICK GOLDSTRIKE MINES INC., TRUSTOR, FIRST AMERICAN TITLE COMPANY OF NEVADA, TRUSTEE AND THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT, BENEFICIARIES

SCHEDULE OF EQUIPMENT

ASSET NUMBER	EQUIPMENT TYPE	MANUFACTURER	MODEL	SERIAL NUMBER
<u>MILL EQUIPMENT</u>				
06-01-0001	WALDON FEL			
06-01-0002	CRAWLER	DRESSER	TD	2465
06-01-0003	KD-MANITO		T804HA	55734
<u>08-10-0013 WASH TANK</u>				
08-10-0016	ELECTROLYTIC CELLS			
08-10-0019	ROTARY CARBON KILN			
<u>08-10-0020 LP GAS TANK</u>				
08-10-0021	MERCURY RETORT OVEN			
<u>DATA PROCESSING EQUIPMENT</u>				
08-29-0121	HARDWARE	IBM	36	
08-29-0125	COMPUTER	DIGITAL		
<u>COMMUNICATIONS EQUIPMENT</u>				
08-30-0107	PORTABLE RADIOS			
08-30-0118	PORTABLE RADIOS & ACCESS.			
<u>LEACH EQUIPMENT</u>				
11-04-0002	PIPE CUTTER & ACCESSORIES			
11-04-0100		CAT	IT12	4NC00671
<u>DEWATERING EQUIPMENT</u>				
12-01-0102	SWITCHGEAR- WEST BAZZA PIT			
<u>MINE EQUIPMENT (A) SHOVELS</u>				
13-01-0121	"	HITACHI	EX1800	182-00107
13-01-0122	"	HITACHI	EX1800	182-00110

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ASSET NUMBER	EQUIPMENT TYPE	MANUFACTURER	MODEL	SERIAL NUMBER
MINE EQUIPMENT (A) LOADERS				
13-02-0201	LOADER	CATERPILLAR	992C	492937
13-02-0202	LOADER	CATERPILLAR	992C	492941
13-02-0203	LOADER	CATERPILLAR	992C	49201206
MINE EQUIPMENT (C) DRILLS				
13-03-0321	DRILL	SCHRAMM	C685	T685H-1723
13-03-0322	DRILL	SCHRAMM		1790
13-03-0323	DRILL	SCHRAMM	C685H	J162-0186
13-03-0324	DRILL	SCHRAMM	C685H	J162-0281
MINE EQUIPMENT (D) HAUL TRUCKS				
13-04-0401	85 TON	CATERPILLAR	777A	84A379
13-04-0402	85 TON	CATERPILLAR	777A	84A382
13-04-0403	85 TON	CATERPILLAR	777A	84A384
13-04-0404	85 TON	CATERPILLAR	777A	84A385
13-04-0405	85 TON	CATERPILLAR	777A	84A387
13-04-0406	85 TON	CATERPILLAR	777A	84A342
13-04-0407	85 TON	CATERPILLAR	777A	84A392
13-04-0408	85 TON	CATERPILLAR	777A	84A329
13-04-0411	85 TON	CATERPILLAR	776	14H104
13-04-0412	85 TON	CATERPILLAR	776	14H105
13-04-0413	85 TON	CATERPILLAR	776	14H107
13-04-0414	85 TON	CATERPILLAR	776	14H110
13-04-0415	85 TON	CATERPILLAR	776	14H113
13-04-0416	85 TON	CATERPILLAR	776	14H114
13-04-0421	MECHANICAL DRV.	DRESSER	325M	CF23434BFA30-AK
13-04-0422	MECHANICAL DRV.	DRESSER	325M	CF23435BFA30-AK
13-04-0423	MECHANICAL DRV.	DRESSER	325M	CF23436BFA30-AK
13-04-0424	MECHANICAL DRV.	DRESSER	325M	CF23437BFA30-AK
13-04-0450	100 TON	DRESSER	385M	CF23577BFA27-G
13-04-0451	100 TON	DRESSER	385M	CF23580BFA27-G
13-04-0452	100 TON	DRESSER	385M	CF23578BFA27-G
13-04-0453	100 TON		385M	CF23579BFA27-G
13-04-0455	100 TON		385M	CF23581BFA27-G
13-04-0456	100 TON		385M	CF23582BFA27-G
13-04-0457	100 TON		385M	CF23585BFA27-G
13-04-0458	100 TON		385M	CF23586BFA27-6
13-04-0459	100 TON		385M	CF23587BFA27-G
13-04-0460	100 TON	DRESSER	385M	CF23588BFA27-G
13-04-0461	100 TON	DRESSER	385M	CF23589BFA27-6
13-04-0462	100 TON	DRESSER	385M	CF23590BFA27-6
MINE EQUIPMENT (E) WATER TRUCKS				
13-05-0531	TRUCK	DRESSER	75	PGF22330BFA23Q
MINE EQUIPMENT (F) EXCAVATORS				
13-06-0601	RUBBER TIRE	JOHN-DEERE	610B	T0610BD719107
13-06-0623	TRACK	HITACHI	UH-123	1563338

ASSET NUMBER	EQUIPMENT TYPE	MANUFACTURER	MODEL	SERIAL NUMBER
G-TRACK DOZERS				
13-07-0702		CATERPILLAR	D9H	90V6431
13-07-0704		CATERPILLAR	D4H	8BP1284
13-07-0708		CATERPILLAR	D8N	9TC01138
13-07-0709		CATERPILLAR	D10N	2YD00787
13-07-0725		DRESSER	TD25G	684134370007
				U002159
13-07-0741		DRESSER	TD-40	4600001P000548
13-07-0744		DRESSER	TD40	4600001P000603
13-07-0745		DRESSER	TD40	4600001P000604
MINE EQUIPMENT (H) RUBBER TIRE DOZER				
13-08-0801		CATERPILLAR	824B	36H1818
13-08-0802		CATERPILLAR	824C	85X00737
13-08-0803		CATERPILLAR	824C	85X563
MINE EQUIPMENT (I) GRADERS				
13-09-0901		CATERPILLAR	14G	96U6528
13-09-0910		CATERPILLAR	16G	93U02856
13-09-0911		CATERPILLAR	16G	93U02698
13-09-0912		CATERPILLAR	CT16G	93U2740
MINE EQUIPMENT (J) SCRAPERS				
13-10-0147	SCRAPER	CATERPILLAR	637D	27W01800
13-10-0148	SCRAPER	CATERPILLAR	637D	27W01812
MINE EQUIPMENT (K) CRANES				
13-11-0131	40 TON CRANE	GROVE	RT740	47697
MINE EQUIPMENT (L) SERVICE TRUCKS				
13-12-0317	TRACTOR	PETERBILT	359	1XP9D20X6FN164818
13-12-0318	LUBE TRUCK	PETERBILT	318	164819
13-12-0319	TRACTOR	PETERBILT	359S19	1XP-920K-4- EN164820
13-12-0320	1988 FUEL TRUCK			1FDYY82A4JVA05377
13-12-0493	POWDER TRUCK	INTERNATIONAL		2HTTNKCT6GCA16159
13-12-0495	DRILL	FORD	F700	1FDNF77KIJVA18141
13-12-0904		FORD	F350	1FDKS38G2JKAQ57375
13-12-0979	BOOM TRUCK	GMC		4GDT9C421JV701447
MINE EQUIPMENT (O) SHOP SERVICE EQUIPMENT				
13-15-0520	FORKLIFT W/TIRE HANDLER	HYSTER		
MINE EQUIPMENT (P) POWER PLANT				
13-16-0592	GENERATOR		600KW	812005909
MINE EQUIPMENT (Q) MISCELLANEOUS EQUIPMENT				

ASSET NUMBER	EQUIPMENT TYPE	MANUFACTURER	MODEL	SERIAL NUMBER
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MISC. EQUIP.

13-17-9004	AUTOCAR			
13-17-9011	LEVELS	LASER		
13-17-9013	BUCKET	HITACHI		

TRANSPORTATION EQUIPMENT (M) BUSES AND VANS

14-13-0153	1978 BUS	MCI	MC8	2319
14-13-0154	BUS	MCI	MC8	2347
14-13-0155	1977 BUS	MCI		1857
14-13-0156	1979 BUS	MCI	MC8	S14377
14-13-0157	1979 BUS	MCI	MC5C	S14376
14-13-0158	1979 BUS	MCI	MC5C	S14579

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EXHIBIT E

TO DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES AMONG BARRICK GOLDSTRIKE MINES INC., TRUSTOR, FIRST AMERICAN TITLE COMPANY OF NEVADA, TRUSTEE AND THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT, BENEFICIARIES

SCHEDULE OF AGREEMENTS

A. AGREEMENTS

1. Mining Lease No. SPL-634, dated February 15, 1976, between Southern Pacific Land Company and Western States Minerals Corporation, a Memorandum of which is recorded in Book 75, page 427, in the Eureka County records.

2. Unrecorded Mining Lease and Option, dated November 14, 1975, between Charles Corbett and Paul F. Corbett and Temple Mountain Industries, Inc., affecting the Corbett Nos. 1-7 and 2-4 claims.

3. Unrecorded Mining Lease and Option, dated February 28, 1973, between Barr Smedley and Temple Mountain Industries, Inc., affecting an interest in the Barr Nos. 1-4 claims.

4. Unrecorded Mining Lease and Purchase Option, dated April 10, 1973, and Agreement on Amendments, dated June 30, 1976, recorded in Book 55, page 464, Eureka County records, between Arthur E. White and Temple Mountain Industries, Inc., affecting an interest in the Golden Boy Nos. 6-12 claims.

5. Offer to Lease and Lease for Geothermal Resources, NVN 46700, dated June 2, 1987, by Barrick Goldstrike Mines, Inc., affecting various lands in T. 36 N., R. 49 E. and T. 36 N., R. 50 E., Elko and Eureka Counties, Nevada.

6. Unrecorded Assignment and Agreement, dated February 24, 1979, as amended on October 16, 1981, between Long Lac Mineral Exploration Ltd. and Western States Minerals Corporation, affecting the SJ Nos. 1-16 claims and the SPL-634 Mining Lease.

7. Unrecorded Agreement, dated April 28, 1975, between Long Lac Mineral Exploration Ltd., Belmoral Mines Ltd., Great Bear Mining Ltd., Min-Ex Services Ltd. and M.J. Fitzgerald, as clarified by that letter agreement, dated June 20, 1983,

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between M.J. Fitzgerald and Western States Minerals Corporation, affecting the SJ Nos. 1-16 claims and the SPL-634 Mining Lease.

8. Unrecorded Letter Agreement dated July 7, 1975, between Long Lac Mineral Exploration Ltd., Belmoral Mines Ltd., Great Bear Mining Ltd., Min-Ex Services Ltd. and Harry Ranspot, as clarified by that letter agreement, dated June 20, 1983, between Harry Ranspot and Western States Minerals Corporation, affecting the SJ Nos. 1-16 claims and the SPL-634 Mining Lease.

9. Agreement, dated March 26, 1976, recorded in Book 101, page 193, Eureka County records, between Temple Mountain Industries, Inc. and Arthur E. White, as confirmed under that Settlement Agreement and Confirmation of Royalty Interest, both dated February 22, 1983, between Arthur E. White, David A. White as Trustee of the Arthur E. White Trust, Western States Minerals Corporation, and PanCana Industries, Inc., a Memorandum of which is recorded in Book 110, page 115, Eureka County records affecting the Wildcat Nos. 1-24 and Pandora Nos. 1-10 and 11F-14F claims.

10. Unrecorded Mining Agreement, dated November 16, 1976, between PanCana Industries, Inc., Temple Mountain Industries, Inc. and East Utah Mining Company, as amended by Amendment to Master Contract, dated January 24, 1977, as it still relates to Franco-Nevada Mining Corporation, Inc., successor to East Utah Mining Company, affecting the Wildcat Nos. 1-24, Pandora Nos. 1-10 and 11F-14F, Bazza Nos. 1-10, Corbett Nos. 1F and 2-4, Golden Boy Nos. 6-12, Barr Nos. 1-4, Micron Nos. 1-36, Mee Nos. 1-4, Medford Nos. 1-6, and Royal Nos. 1-3, 4F, 5-11 and 12F-15F claims.

11. Settlement Agreement, dated September __, 1986, between PanCana Industries, Inc., Western States Minerals Corporation, Western States Minerals JV1 and Temple Mountain Industries, Inc., relating to a lawsuit filed with respect to the agreement specified in Item 10 above.

12. Agreement, dated May 14, 1976, between East Utah Mining Company, Swiss Oils of Canada (1959) Ltd., PanCana Industries, Inc. and PanCana Industries Ltd., as amended by a Letter of Amendment and Clarification dated May 19, 1976, recorded in Book 56, page 504, Eureka County records and in Book 237, page 109, Elko County records, as amended by a letter agreement dated September 20, 1978, between PanCana Industries Ltd. and Swiss Oils of Canada (1959) Ltd., and by an Agreement, dated July 31, 1979, between PanCana Industries Ltd., PanCana Industries, Inc., Swiss Oils of Canada (1959) Ltd. and East Utah Mining Company, but unexecuted by East Utah Mining Company, affecting the Gold Strike Nos. 1-36, Post Nos. 1-6, Post Extension and Post Fraction, Gold Bug Nos. 1F-4F, 5-27 Extension Nos. 1-18 claims.

13. Unrecorded Purchase and Sale Agreement and Mining Deed, both dated December 1, 1986, between Thomas E. Bilbao, Frances Bilbao, Alcor, Inc., Alloyed Associates and Western States Minerals Corporation, affecting the AA and WS claims.

14. Quitclaim Deed, dated December 31, 1964, recorded in Book 7, page 386 of the Eureka County records, from Myrtle N. Colthorp to Robert B. Mee, affecting the Golden Boy Nos. 1-18 claims.

15. Settlement Agreement, dated as of July 30, 1985, between Carlin Gold Mining Company, Elko Land and Livestock Company, Newmont Exploration Ltd., Snake River Cattle Trucking Company, Western States Minerals Corporation, PanCana Minerals Inc., Western States Minerals-JV1, PanCana Resources Ltd. and Intramerican Oil & Minerals, Inc., a Memorandum of which is recorded in the Eureka County records in Book 143, page 234, as amended by Settlement Agreement Amendment, dated as of July 20, 1988.

16. Layback Amendment Agreement dated February 18, 1988, between Newmont Gold Company and Barrick Goldstrike Mines Inc.

17. Ranch Purchase and Sale Agreement dated effective July 20, 1988, between and among the TS Ranch Joint Venture, Elko Land and Livestock Company, Snake River Cattle Trucking Co., Snake River Cattle Trucking Co. Starker Trust, Newmont Gold Company and Barrick Goldstrike Mines Inc.

B. PERMITS AND LICENSES

1. Federal Permits

a. Federal Communications Commission

Radio Station License - WNJM245 (currently being updated)

Microwave Radio Station License - WNEP990

Microwave Radio Station License - WNEP991

Microwave Radio Station License - WNEV501

b. Dept. of Treasury - Bureau of Alcohol, Tobacco & Firearms

License/Permit - User of High Explosives -
9-NV-004-33-1J-91619

c. Dept. of Interior - Bureau of Land Management

Plan of Operations Amendments

- 8/7/81 - Expand exploration, continue mining existing pit with dump expansion, build leach system.
- 1/7/82 - Expand exploration
- 10/11/83 - Mine Bazza Point Pit, West Bazza Pit, & New PanCana Pit
- 9/9/86 - Mine Post Dump Pit, Lost PanCana #2 Pit, & Post Pit; construct 3 leach ponds & associated equipment; construct office & lab/recovery building
- 11/26/86 - Construct 4 leach pads, 4 ponds, roads, recovery plant & ancillary facility
- 6/16/87 - Short term dewatering of West Bazza Pit
- 7/23/87 - Mine Powerline Pit and No. 5 Pit, Underground test mine in Long Lac Pit
- 8/28/87 - Geotechnical & hydrologic study for tailings impoundment
- 9/25/87 - Mine "chert knob" for road material
- 12/14/87 - Construct mill, tailings impoundment & related facilities
- 3/11/88 - Sink shaft & exploratory drifts to evaluate "Deep Post" and "Betze" ore bodies
- 5/27/88 - Expand exploration
- 1/10/89 - Expanded Operations on South Block

2. State of Nevada Permits

a. Dept. of Wildlife

Special Permit - Modification of Wildlife Habitat

b. Dept. of Human Resources - Health Division,
Radiological Health Section

Nevada Radioactive Materials License (pending)

c. Consumer Health Protection Services

Approval to construct potable water treatment system

(EL-2783-SB)A

Approval to operate sewage system at the decline

(EL-2681-AT)A

Approval to operate AA Block sewage system

(EU-2160-DR)A

Pending - Permit to construct crusher building I.S.D.S.

(EU-3102-DJR)D

d. Dept. of Conservation & Natural Resources

Approval to construct tailings impoundment J-278

Approval to store water and chemicals in solution ponds
and emergency catchment dam J-262

e. Emergency Medical Services

Permit No. 05-351 Industrial Operations/Basic Life
Support

f. DCNR - Division of Environmental Protection Air Quality
Section

Operating Permit

OP 1255 - Property wide surface disturbance

Permit to Construct/Permit to Operate

RC 1457 - ADR Carbon Reactivation Kiln

RC 1458 - ADR Acid Wash

PC 1620 - Oxide Mill Crushing & Grinding System

PC 1621 - Heap Leach Crushing System

PC 1622 - Carbon-in-Leach Circuit

PC 1623 - ADR Mercury Retort

PC 1624 - Mill Carbon Reactivation Kiln

PC 1983 - Mill Mercury Retort

Pending - Autoclave

Pending - 50,000 gallon diesel fuel tank

g. Waste Management Section

Class III Sanitary Landfill Permit

h. Water Pollution Section

Water Pollution Control Permit (ZDP) # NEV60036
Post Heap Leach Facilities - Section 30
AA Heap Leach & Mill Facility - Section 20 & 29
(Letter of Authorization, permit pending)

National Pollutant Discharge Elimination System
#NV0021571

Approval to construct Tailings Impoundment

Approval to stack ore on leach pads up to 150' in
height

i. Department of Motor Vehicles

Highway Patrol Emergency Vehicle Permit S209

j. City of Elko

Business License

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THE REPRESENTATIONS AND WARRANTIES MADE IN SECTION 2.01(a)(11)
OF THE MORTGAGE ARE SUBJECT TO THE MATTERS DISCLOSED IN PARAGRAPHS
11(d) AND 12(a) OF THE TITLE LETTER.

RECORDED AT THE REQUEST OF

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Barrick Goldstrike Mines, Inc.

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OFFICIAL RECORDS
CLERK OF COUNTY OF ELKO
H.N. H. SALVENDY, JR.
FILL NO. 126896

126896

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