

139961

MEMORANDUM OF
MINING LEASE WITH OPTION TO PURCHASE

This Memorandum of Mining Lease with Option to Purchase (the "Memorandum"), dated effective as of February 21, 1992, is by and between ROCKY CANYON MINING COMPANY, 1675 Broadway, Suite 2460, Denver, Colorado 80202 ("RCMC") and BARRICK GOLD EXPLORATION INC., 790 Commercial Street, Elko, Nevada 89801 ("Barrick").

RECITALS

A. In accordance with the terms and conditions set forth in that certain Mining Lease with Option to Purchase (the "Lease and Option"), dated effective as of the date first above written, RCMC has leased to Barrick the exclusive right to enter, explore and develop the lands described in Exhibit "A" to this Memorandum (the "Property") and the option to purchase the royalty interest reserved by RCMC under the Lease and Option.

B. RCMC and Barrick desire to create actual and record notice of the Lease and Option by recording this Memorandum in the real property records of Eureka County, Nevada.

AGREEMENT

1. Grant Of Rights. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, RCMC has leased and hereby leases the Property to Barrick on the terms and conditions set out in the Lease and Option. Pursuant to the Lease and Option, Barrick shall have:

(a) The exclusive right to explore, prospect, develop, mine and extract, whether by underground, surface, solution mining or other methods, any and all metals, ores, minerals, mineral substances and materials of all kinds in, under, upon and that may be produced from the Property, including all dump ores, concentrates and precipitates (which, collectively, are hereinafter referred to as "Products") and to store, stockpile, remove, ship, treat, process, sell and dispose of Products;

(b) The exclusive right to carry on general mining, milling and/or refining operations pertaining to the Property or to other property owned or controlled by Barrick on the surface of, or through underground or surface mining operations on the Property or on other property owned or controlled by Barrick;

BOOK 232 PAGE 98

(c) The exclusive right to construct, use and maintain in or upon the Property and the surface thereof such structures, mining machinery, equipment, tools, ore bins, roads, shafts, inclines, tunnels, drifts, open pits, leach pads, tailings ponds, pipelines, telephone lines, electric transmission lines, water storage and transmission facilities and pipelines, concentrating, milling or refining facilities, buildings, shops and other facilities as Barrick may deem necessary for Operations;

(d) The exclusive right to use any surface and underground water and water rights now existing or subsequently discovered or developed in or upon or appurtenant to the Property and to use all reciprocal rights which the Property may have with respect to other properties in the area;

(e) The right to commingle ore produced from the Property with ore from other properties; and

(f) The right to do all things which are incidental to or which may be useful, desirable or convenient in Barrick's exercise of any or all of the rights granted to Barrick.

2. Reservation of Production Royalty. RCMC has reserved and hereby reserves and Barrick has agreed to pay and hereby agrees to pay to RCMC a royalty equal to 2.0% of Net Smelter Returns on all Products produced from the Property.

3. Grant of Option to Purchase. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, RCMC has granted and hereby grants to Barrick the exclusive right to purchase its retained 2% Net Smelter Returns royalty interest (the "Option to Purchase"), together with all rights, privileges and appurtenances incident to, pertaining to or connected with the Property, upon the terms and conditions set forth in the Lease and Option. The Option to Purchase may be exercised by Barrick at any time during the term of the Lease and Option. The Option to Purchase may be exercised by Barrick as to one-half of the royalty prior to the third and fifth anniversary dates of the Lease and Option.

4. Term. The term of the Lease and Option begins on the effective date of the Lease and Option and continues for 15 years and so long as Barrick is actually engaged in Operations on the Property, unless sooner terminated or unless the Option to Purchase is exercised.

5. Termination. Barrick may terminate the Lease and Option at any time by 15 days' prior written notice to RCMC or by exercise of the Option to Purchase with respect to all of RCMC's interest in the Property.

6. Assignment. The Lease and Option may be assigned by either party only with the consent of the other, which consent shall not be unreasonably withheld; provided, however, that either party may freely assign its rights under the agreement to an employee, a parent corporation or a wholly owned subsidiary or to a joint venture or subsidiary in which it has a controlling interest.

7. Area of Interest. The Lease and Option includes an area of interest provision which is defined as the exterior perimeter of the Property.

8. Controlling Document.

(a) This Memorandum is made for the purpose of giving actual and record notice of the Lease and Option. A copy of the Lease and Option may be found at the offices of the parties at the addresses set forth above.

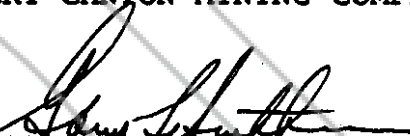
(b) In the event of any inconsistency between this Memorandum and the Lease and Option, the Lease and Option shall control. The execution and recordation of this Memorandum shall not modify, amend, extinguish or supersede or in any other manner affect the rights and responsibilities of the parties under the Lease and Option.

(c) Capitalized terms used in this Memorandum shall have the meanings assigned to them in the Lease and Option.

EXECUTED to be effective on the date first above written.

"RCMC"

ROCKY CANYON MINING COMPANY

By 
Gary L. Hutchinson, President

"BARRICK"

BARRICK GOLD EXPLORATION INC.

By 
Alan R. Hill, Executive
Vice President

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

On February 20th, 1992, personally appeared before me, a notary public, Gary L. Hutchinson, President of Rocky Canyon Mining Company, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument.

SEAL
Affixed

My Commission Expires:

December 2, 1995

Marla S. Swan
NOTARY PUBLIC

Residing at: Denver, Colorado

STATE OF NEVADA)
)
) SS.
COUNTY OF ELKO)

On February 19, 1992, personally appeared before me, a notary public, Alan R. Hill, Executive Vice President of Barrick Gold Exploration Inc., personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument.

Melanie Broyles
NOTARY PUBLIC

My Commission Expires:

Residing at: ELKO, NV

SJH:02189

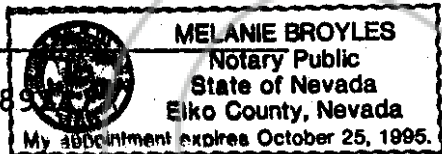


EXHIBIT "A"

**To Memorandum of Mining Lease With Option to Purchase
between Rocky Canyon Mining Company
and Barrick Gold Exploration Inc.**

The following described unpatented lode mining claims,
which claims are situated substantially on the following
described land in the Eureka Mining District, Eureka County,
Nevada:

T. 18 N., R. 53 E., M.D.B.&M.
Sections 8-10, 15-17, 20-22,
26-28 and 33-35.

T. 17 N., R. 53 E., M.D.B.&M.
Sections 2-4, 9 and 10.

<u>Claim Name</u>	<u>Recorded Book/Page</u>	<u>BLM Serial No.</u>
Rat Nos. 1-16 (amended)	50/209-224	113195-113210
Rat Nos. 17-19	208/183-188	588522-588524
Rat Nos. 20-27 (amended)	50/228-235	113214-113221
Rat Nos. 30-31	65/115-116	26569-26570
Rat No. 32	208/189-190	588525
Rat No. 33	65/192	26572
Rat No. 38 (amended)	116/316	26573
Rat No. 39 (amended)	116/317	26574
Rat Nos. 40-43	65/119-122	26575-26578
Rat No. 44 (amended)	116/318	26579
Rat Nos. 45-48	65/124-127	26580-26583
Rat Nos. 50-56	65/128-134	26584-26590
Rat Nos. 17A, 18A, 32A	208/191-196	588526-588528
Selrat Nos. 1-4 (amended)	116/286-289	70755-70758
Selrat Nos. 5-13	70/482-490	70759-70767
Selrat No. 14	107/499	261574
Selrat Nos. 15-24	70/492-501	70769-70778
Selrat Nos. 25-54 (amended)	116/437-466	70779-70808
Selrat Nos. 55-59	70/502-506	70809-70813
Selrat Nos. 60-61 (amended)	116/290-291	104570-104571
Selrat Nos. 62-92	74/541-571	104572-104602
Selrat No. 93 (amended)	118/3	104603
Selrat Nos. 94-101	74/573-580	104604-104611
Selrat No. 102 (amended)	118/4	104612
Selrat Nos. 103-111	74/582-590	104613-104621

Selrat No. 112 (amended)	118/5	104622
Selrat Nos. 113-132	74/592-611	104623-104642
Selrat No. 133 (amended)	118/6	104643
Selrat Nos. 134-138	74/613-617	104644-104648
Selrat No. 139 (amended)	118/7	203222
Selrat No. 139A	79/164	141787
Selrat Nos. 140-148	79/165-173	141788-141796
Selrat Nos. 149-168 (amended)	116/292-311	141797-141816
Selrat Nos. 169-184	79/194-209	141817-141832
Selrat Nos. 185-188 (amended)	116/312-315	141833-141836
Selrat Nos. 189-234	107/500-545	261467-261512
Selrat Nos. 236-241	107/546-551	261513-261518
Selrat Nos. 246-251	107/552-557	261519-261524
Selrat Nos. 255-266	107/558-569	261525-261536
Selrat No. 267	107/570	261579
Selrat Nos. 268-274	107/571-577	261537-261543
Selrat Nos. 283-286	107/578-581	261544-261547
Selrat No. 351	107/582	261548
Selrat No. 359	107/583	261549
Selrat No. 368	107/584	261550
Selrat Nos. 374-396	107/585-607	261551-261573
Selrat Nos. 397-404	110/138-145	265000-265007
Selrat No. 405	118/163	290890
Selrat No. 406	118/2	290598
Selrat Nos. 407-417	118/164-174	290891-290901
Selrat No. 418	118/285	292486

SJH:021892A

BOOK 232 PAGE 199
 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
Barrick Gold
 '92 FEB 26 A9:46
Exploration
 EUREKA COUNTY, NEVADA
 M.N. REBALEATI, RECORDER
 FILE NO. FEE \$10 -

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BOOK 232 PAGE 204