

BARRICK CAPITAL CORPORATION,

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 December 1, 1992

This instrument affects real and personal property situated in the State of Nevada, in Burtka 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 an outstanding principal amount at any given time which, when aggregated with the then outstanding principal amount of prior advances under the Loan Agreement (as defined herein), does not exceed 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 financing statement is to be filed for record in the real estate records of the county recorder of Burtka and Elko Counties. Barrick Goldstrike Mines Inc., an affiliate of Barrick Capital Corporation, is the record owner of the real estate described in Exhibit C 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 Capital Corporation and Barrick Goldstrike Mines Inc. are the Debtors and the banks named herein and Union Bank of Switzerland, New York Branch, as Agent, are the Secured Parties.

RECORD AND RETURN TO:

David H. Little
Holme Roberts & Owen
111 East Broadway, Suite 1100
Salt Lake City, Utah 84111

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 1st day of December, 1992 (this "Mort-
gage"), is by and between BARRICK CAPITAL CORPORATION, an
Irish corporation ("Trustor"), to FIRST AMERICAN TITLE COMPANY
OF NEVADA ("Trustee"), in favor of UNION BANK OF SWITZERLAND,
NEW YORK BRANCH (as agent and in its individual capacity),
WESTPAC BANKING CORPORATION, ROYAL BANK OF CANADA, THE BANK OF
NEW YORK, BARCLAYS BANK PLC, BANK OF MONTREAL, BAYERISCHE
VEREINSBANK AG, KOMMERZBANK AKTIENGESELLSCHAFT, DRESNER BANK
AG, MELTON BANK, N.A., and N M ROTHSCHILD & SONS LIMITED
(individually, a "Beneficiary" and collectively, the "Benefi-
ciaries").

Recitals

A. Trustor, Barrick Financeco Inc., a Delaware
corporation ("Financeco"), and Barrick Goldstrike Mines Inc.,
a Colorado corporation ("Goldstrike"), are each directly or
indirectly wholly owned by American Barrick Resources Corpora-
tion, an Ontario corporation.

B. Goldstrike and Beneficiaries are parties to a
Loan and Security Agreement dated as of March 22, 1989 (the
"Original Loan Agreement"). The Original Loan Agreement was
previously amended by an Amendment Agreement dated as of
June 30, 1990, an Amendment Agreement dated as of April 30,
1991, and an Amendment Agreement dated as of March 26, 1992
(collectively, the "Prior Loan Agreement Amendments").
Concurrently with the execution and delivery of this Mortgage,
the Original Loan Agreement is being further amended by an
Amendment Agreement dated as of December 1, 1992 (the "Current
Loan Agreement Amendment"). The Original Loan Agreement, as
amended by the Prior Loan Agreement Amendments and the Current
Loan Agreement Amendment, is referred to herein as the "Loan
Agreement". Pursuant to the Loan Agreement, Beneficiaries
have agreed to loan Goldstrike up to 1,050,000 ounces of gold
of a purity of .995 fine, under and subject to the terms and
conditions of the Loan Agreement and associated documents.
Capitalized terms used but not defined herein shall have the
meanings ascribed to such terms in the Loan Agreement, unless
the context requires otherwise.

C. Goldstrike's duties and obligations under the
Loan Agreement and other documents and instruments associated
with the Loan Agreement are secured by, among other things, a
Deed of Trust, Mortgage, Security Agreement, Financing State-

ment and Assignment of Proceeds, Rents and Leases dated as of March 22, 1989 (the "Original Goldstrike Deed of Trust"), given by Goldstrike to First American Title Company of Nevada, as trustee for the benefit of Beneficiaries. The Original Goldstrike Deed of Trust was filed for recording on March 23, 1989 and was recorded as File No. 126896, in Book 195 at Page 441, in the official real property records of Eureka County, Nevada. The Original Goldstrike Deed of Trust was filed for recording on March 23, 1989 and was recorded as File No. 272529, in Book 670 at Page 33, in the official real property records of Elko County, Nevada.

D. The original Goldstrike Deed of Trust was previously amended by a First Amendment to Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Proceeds, Rents and Leases dated as of March 26, 1992 (the "First Deed of Trust Amendment"), between Goldstrike and Beneficiaries. The First Deed of Trust Amendment was filed for recording on March 30, 1992 and was recorded as File No. 140376, in Book 233 at Page 95, in the official real property records of Eureka County, Nevada. The First Deed of Trust Amendment was filed for recording on March 30, 1992 and was recorded as File No. 319253, in Book 779 at Page 365, in the official real property records of Elko County, Nevada. The original Goldstrike Deed of Trust was also previously supplemented by a First Supplement to Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Proceeds, Rents and Leases dated as of August 14, 1992 (the "First Deed of Trust Supplement"), between Goldstrike and Beneficiaries. The First Deed of Trust Supplement was filed for recording on November 2, 1992 and was recorded as File No. 142922, in Book 241 at Page 214, in the official real property records of Eureka County, Nevada. The First Deed of Trust Supplement was filed for recording on November 2, 1992 and was recorded as File No. 328888, in Book 801 at Page 596, in the official real property records of Elko County, Nevada. Concurrently with the execution and delivery of the Current Loan Agreement Amendment, the original Goldstrike Deed of Trust is being further amended pursuant to a Second Amendment to Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Proceeds, Rents and Leases dated as of December 1, 1992 (the "Second Deed of Trust Amendment"), between Goldstrike and Beneficiaries, which is being filed for recording in the official real property records of Eureka and Elko Counties, Nevada. The original Goldstrike Deed of Trust, as amended by the First Deed of Trust Amendment and Second Deed of Trust Supplement, is referred to herein as the "Goldstrike Deed of Trust".

E. In conjunction with the Current Loan Agreement Amendment, Goldstrike, Financo and Trustor are entering into

certain transactions, which are generally described as follows:

1. Goldstrike is selling to Trustor certain items of its existing plant, machinery and equipment, which are described on Exhibit A attached hereto (the "Transferred Property"), pursuant to a Bill of Sale for Existing Equipment dated as of December 1, 1992 (the "Transferred Property Bill of Sale"). The Transferred Property is currently subject to the Goldstrike Deed of Trust and will remain subject to the Goldstrike Deed of Trust after such sale.

2. Upon the consummation of the sale referenced in the immediately preceding paragraph 1, Trustor is leasing the Transferred Property to Goldstrike pursuant to a Lease of Existing Equipment dated as of December 1, 1992 (as amended and supplemented from time to time, the "Existing Equipment Lease").

3. Goldstrike and various third party vendors are parties to certain executory contracts, which are described on Exhibit B attached hereto (the "Executory Contracts"), pursuant to which such third party vendors are obligated to manufacture, produce or obtain for Goldstrike certain items of plant, machinery and equipment (the "Contract Property"). Title to or ownership of a portion of the contract Property has vested in Goldstrike (the "Vested Contract Property"). Neither title to nor ownership of the remaining portion of the contract Property has vested in Goldstrike (the "Nonvested Contract Property"). Goldstrike is selling and assigning to Trustor, pursuant to a Bill of Sale and Assignment for Contract Property and Interests dated as of December 1, 1992 (the "Contract Property Bill of Sale"), the Vested Contract Property and all of Goldstrike's right, title and interest in and to the Executory Contracts (the "Contract Interests"). The Vested Contract Property and the contract Interests are currently subject to the Goldstrike Deed of Trust and will remain subject to the Goldstrike Deed of Trust after such sale and assignment.

4. Goldstrike, Financeco and Trustor are entering into an arrangement whereby Trustor will acquire hereafter the Nonvested Contract Property pursuant to the Contract Interests and will also acquire from third parties from time to time additional property designated by Goldstrike (such Nonvested Contract Property and additional property is referred to herein collectively as the "New Property"). Upon the acquisition of each item of New Property by Trustor, Trustor will lease the item to Financeco. Financeco will, in turn, sublease the item to Goldstrike. Concurrently with the execution and delivery of this Mortgage, and in order to evidence and establish the terms and conditions of such leases and subleases, respectively, Trustor and Financeco are enter-

ing into a New Equipment Master Lease dated as of December 1, 1992 (as amended and supplemented from time to time, the "Master Lease"), and Financeco and Goldstrike are entering into a New Equipment Master Sublease dated as of December 1, 1992 (as amended and supplemented from time to time, the "Master Sublease"). As each item of New Property is obtained by Trustor, Trustor and Financeco will enter into an individual lease pursuant to the Master Lease and Financeco and Financeco will enter into an individual sublease pursuant to the Master Sublease with respect to such item. The Vested Contract Property is also being leased by Trustor to Financeco pursuant to individual leases and subleased by Financeco to Goldstrike pursuant to individual subleases pursuant to the Master Lease and Master Sublease, respectively. As used in this Mortgage, the term "Master Lease" shall include all such individual leases and the term "Master Sublease" shall include all such individual subleases.

5. Trustor, Goldstrike and Financeco are entering into a Limited Agency Agreement dated as of December 1, 1992 (the "Limited Agency Agreement"), which, among other things, designates Goldstrike as Trustor's undisclosed agent for the purpose of acquiring New Property.

6. Trustor, Goldstrike and Financeco are entering into a Purchase Agreement dated as of December 1, 1992 (the "Purchase Agreement"), which, among other things, provides for the sale by Trustor to Goldstrike of property subject to the Master Lease and Master Sublease upon the expiration or termination of the respective lease terms for each item of such property.

7. Trustor, Financeco, Goldstrike and the Agent are entering into an Intercreditor Agreement dated as of December 1, 1992 (the "Intercreditor Agreement"), which, among other things, provides that Trustor's interest under the Master Lease is junior and subordinate to the interests of Beneficiaries under this Mortgage and other Security Documents (as defined hereafter).

F. In order to consummate the transactions referenced in Recital E above, the consent of Beneficiaries to certain modifications of the Loan Agreement, the Goldstrike Deed of Trust and other documents is required. Beneficiaries are under no obligation to provide such consent. As an inducement to Beneficiaries to enter into the current Loan Agreement Amendment, the Second Deed of Trust Amendment and other documents which are necessary or desirable to facilitate the transactions referenced in Recital E above, Trustor desires to enter into, and grant the liens and security interests provided under, this Mortgage.

g. Trustor will benefit both directly and indirectly from the transactions referenced in Recital E above and is entering into this Mortgage with the intention that Beneficiaries rely hereon in entering into the current Loan Agreement Amendment, the Second Deed of Trust Amendment and other agreements.

Mortgage

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention that Beneficiaries rely on the covenants and agreements of Trustor herein, Trustor hereby covenants and agrees as follows:

ARTICLE 1

Grant of Liens and Security Interests

1.01. Grant of Liens and Security Interests.

Trustor hereby grants, mortgages, pledges, assigns, transfers and conveys 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 rights, titles and interests in or to the following (the "Lease Documents"): (i) the Existing Equipment Lease; (ii) the Master Lease; (iii) the Limited Agency Agreement; (iv) the Purchase Agreement; (v) all other leases and rental agreements pursuant to which Trustor is leasing to Goldstrike, Financeco, or to any other person or entity, any property of any type or nature which is located at, attached to or used in conjunction with the real property interests described on Exhibit C attached hereto or any other real property interests which are now or may hereafter become subject to the Goldstrike Deed of Trust (collectively, the "Mining Property Deed"); (vi) all contracts, agreements, deeds, bills of sale and other documents or instruments, including, without limitation, the Transferred Property Bill of Sale, the contract Property Bill of Sale and the Executory contracts, pursuant to which Trustor possesses or claims rights to real or personal property of any type or nature which is, or is intended to be made, subject to any document or instrument described in the immediately preceding clauses (i), (ii), (iii), (iv) or (v); and (vii) all amendments

(a) The obligations of Goldstrike to perform each and every term, covenant and condition of the Loan Agreement, together with the obligations of Goldstrike to perform each and every term, covenant

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

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 or New York Uniform Commercial Code provisions applicable to secured transactions.

(c) of this section 1.01. 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 or New York Uniform Commercial Code provisions applicable to secured transactions.

(d) All proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property described in paragraphs (a) through (c) of this section 1.01 into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rents, issues, income, products, accessions and proceeds of any of the Mortgaged Property described in paragraphs (a) through (c) of this section 1.01.

(b) All of Trustor's present or hereafter acquired rights, titles and interests in or to the following (collectively, the "Lease Proceeds"): (i) the Lease Proceeds Account (as defined in section 6.01 of this Mortgage); (ii) all monies, amounts, credits, funds and balances which, at any time, are on deposit in the Lease Proceeds Account; (iii) all payments, credits, amounts and receivables to which Trustor is at any time entitled under any Lease Document; and (iv) all payments, funds, amounts, monies, negotiable instruments and other property of any type or nature which Trustor at any time receives or collects under or pursuant to any Lease Document; and

(c) All of Trustor's present or hereafter acquired rights, titles and interests in or to the New Property and all other property, whether real, personal or mixed, and whether held as owner, lessor or secured party, which at any time is or is intended to be subject to any Lease Document (collectively, the "Lease Property");

of, supplements to and replacements of any of the foregoing;

and condition of the Notes and the Goldstrike Deed of Trust;

(b) The obligations of Goldstrike to pay all amounts of any type or nature which at any time become due and payable to Beneficiaries, or any of them, under the Loan Agreement, the Notes or the Goldstrike Deed of Trust, including, without limitation, the payment obligations of Goldstrike 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 (including, without limitation, Trustor's guarantee set forth in section 1.04 of this Mortgage and Trustor's obligation to repay all advances made and costs and expenses incurred by Beneficiaries under this Mortgage, whether such advances, costs and expenses were made and incurred at the request of Trustor, Trustee or Beneficiaries); and

(d) All renewals, extensions, amendments and changes of, supplements to, 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 Goldstrike in an outstanding principal amount at any given time which, when aggregated with the then outstanding principal amounts of prior advances to Goldstrike under the Loan Agreement, does not exceed 1,050,000 ounces of gold of a purity of .995 fine, subject to 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 Goldstrike upon or after receipt of notice by any Beneficiary 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.

(a) (i) The Existing Equipment Lease and the Master Lease are valid and subsisting agreements,

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

Ownership, Condition, etc., of Mortgaged Property

ARTICLE 2

(b) Notwithstanding anything in this Mortgage to the contrary, all obligations of Trustor to Beneficiaries under this Mortgage, other than the guarantee set forth in this section 1.04 and the Goldstrike Obligations shall be full recourse obligations of Trustor. Furthermore, nothing in this Mortgage shall limit, restrict or extinguish Beneficiaries' recourse against Trustor, Beneficiaries' rights to bring and pursue an action against Trustor, or Beneficiaries' rights to exercise any other remedy which they may have, whether individually or collectively and whether at law or in equity, with respect to any claim or cause of action based upon facts or circumstances other than Trustor's execution, delivery or non-performance of this Mortgage.

(i) For greater certainty, in the event that Trustor shall default in its obligations under the guarantee contained in this section 1.04, the sole recourse of Agent or any of Beneficiaries against Trustor shall be with respect to the Mortgaged Property and neither Agent nor any of Beneficiaries shall under any circumstances have any other right to payment from Trustor or against any of its other property or assets.

(ii) neither Agent nor any of Beneficiaries shall be entitled to sue or commence any action against Trustor to enforce any of the Goldstrike Obligations unless such suit or action is necessary to permit Agent or any of Beneficiaries to realize upon the Mortgaged Property; and

(i) recourse by Agent or any of Beneficiaries in respect of the obligations of Trustor under the guarantee contained in this section 1.04 shall be limited to the ability of Agent or any of the Beneficiaries to realize upon the Mortgaged Property;

1.04 Limited Recourse Guarantee. (a) Trustor hereby unconditionally and irrevocably guarantees to Beneficiaries the due and punctual payment, performance and satisfaction of all obligations of Goldstrike referenced in section 1.02(a), (b) and (d) of this Mortgage (the "Goldstrike Obligations"); provided that, notwithstanding any other provision hereof:

Trustor is the lessor under the Existing Equipment Lease and the Master Lease and holds the lessor's interest under each such agreement free and clear of all liens other than liens in favor of Agent and Beneficiaries in connection with transactions contemplated under the Loan Agreement, and neither the Existing Equipment Lease nor the Master Lease have been amended or modified; and (ii) to the best of Trustor's knowledge, Trustor has complied with all conditions necessary to keep the Existing Equipment Lease and the Master Lease in full force and effect, is not in breach of any of the provisions of such agreements, and has not received any notices of noncompliance under such agreements which are outstanding and not cured;

(b) Upon the execution and delivery by Trustor and Financeco of each individual lease under the Master Lease: (i) such individual lease will be valid and subsisting agreement; (ii) Trustor will be the lessor thereunder and will hold the lessor's interest thereunder free and clear of all liens other than liens in favor of Agent and Beneficiaries in connection with transactions contemplated under the Loan Agreement; and (iii) Trustor will have complied with all conditions necessary to keep such individual lease in full force and effect and will not be in breach of any of the provisions thereof;

(c) (i) On the date of each delivery by it to the Account Holder (as defined in section 6.01) of monies to be deposited in the Lease Proceeds Account, Trustor will have full power, authority and legal right to deposit such monies; (ii) the deposit into the Lease Proceeds Account of such monies will create a first lien on and a first priority security interest in and to such monies in favor of Agent and Beneficiaries, prior to any right or claim of any other person; and (iii) the Lease Proceeds Account will not be subject to any liens other than the lien and security interest of this Mortgage;

(d) (i) No consent or approval of any party to the Executive contracts is required or necessary for the assignment and transfer of the Contract Interests by Goldstrike to Trustor, or the grant of the lien and security interest contemplated under this Mortgage, other than such consents and approvals as have been obtained;

(e) Pursuant to the Transferred Property Bill of Sale and the Contract Property Bill of Sale, Trustor acquired (subject to the interests of

Goldstrike) good and marketable title to the Transferred Property, the Vested contract Property and the Contract Interests, free and clear of all Liens other than Liens of Agent and Beneficiaries in connection with transactions contemplated under the Loan Agreement; and Trustor currently holds such title except to the extent transferred to Goldstrike and Financo under the Existing Equipment Lease, the Master Lease, the Master Sublease, the Purchase Agreement or the Limited Agency Agreement, as applicable;

(f) Without limiting or modifying to any degree whatsoever any other representation or warranty of Trustor set forth in this Mortgage, there are no Liens which have been granted by, or which arise by, through or under, Trustor in or to the Mortgaged Property, other than Liens in favor of Agent and Beneficiaries in connection with the transactions contemplated under the Loan Agreement and, to the extent applicable, the respective interests of Financo and Goldstrike under the Existing Equipment Lease, the Master Lease, the Master Sublease, the Purchase Agreement or the Limited Agency Agreement; and

(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 hereunder, 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 statement hereof or thereof) to be recorded, registered and filed in such places, and will pay all such recording, registration and 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 and security interest of this Mortgage as a valid and direct mortgage lien on and perfected security interest in the Mortgaged Property of a priority senior, prior and superior to all liens other than, to the extent applicable, the lien of the goldstrike Deed of Trust or the Financeco Deed of Trust. 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. Subject to section 2.05 (relating to permitted contests), Trustor 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, and will indemnify Beneficiaries and Trustee against, all taxes, assessments, charges, and other governmental levies or payments, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforgotten 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. Legal and Insurance Requirements. Trustor, at its expense, shall:

(a) Except to the extent contested in good faith, comply in all material respects with all applicable laws, rules, regulations and orders (including, without limitation, all environmental laws), such compliance to include, without limitation, paying before the same become delinquent all taxes imposed upon it or any of its properties or assets and, except to the extent the requirement therefor is contested in good faith, obtain and keep in full force and effect all licenses, permits and approvals required for the conduct of its business (the "Legal Requirements"); and

(b) Maintain, with financially sound and reputable insurers, insurance with respect to its properties (including leased properties) and business against loss or damage of the kinds, including, but not limited to, business interruption insurance, customarily insured against by corporations or partnerships of established reputation engaged in the same or similar business and of similar situation and size, of such types and in such amounts as are customarily carried under similar circumstances by such other corporations or partnerships (the "Insurance 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 or legal requirement, provided that, in addition to the requirements of the Loan Agreement for any such contest, which shall expressly apply to Trustor as though Trustor were the borrower under the Loan Agreement, (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 or shall have made such reserve or other appropriate provision, if any, as shall be required by generally accepted accounting principles for any such imposition 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 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 interred with or otherwise affected, and (f) Trustor shall promptly notify Beneficiaries of any such contest.

2.06. Use of Property, etc. Trustor shall cause the Lease Property to be used and operated solely for purposes of the Project and for no other purpose, in accordance with the Mining Plan; provided, the Lease Property described in Exhibit D attached hereto may be used in connection with the Meikle Mine.

2.07. Utility Services. Trustor shall 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

continuation of all such services insofar as they are necessary for the continued operation of the Project.

2.08. Maintenance and Repair, etc. Trustor shall maintain or cause to be maintained, on an ongoing basis, all of the Lease Property in operating condition that is adequate to comply with the Mining Plan or, in the case of property used in connection with the Meikle Mine, in accordance with standard industry practice, 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, cause to be made or permit reasonable alterations of and additions to the Lease Property or any part thereof, provided that any alteration or addition (a) would not be prohibited by Article VI of the Loan Agreement if such Article were directly applicable to Trustor, (b) shall not change the general character of the Lease Property or reduce the fair market value thereof below its value or utility immediately before such alteration or addition, or impair the usefulness of the Lease Property, 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 Lease Property from the Mining Properties (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) and such replacement property is subject to a first mortgage lien or first priority security interest, as applicable, in favor of Beneficiaries (whether obtained pursuant to this Mortgage or otherwise), (iii) any property if such removal does not materially adversely affect the Mining Properties or Beneficiaries' interests hereunder and under the Loan Agreement, or (iv) any removal contemplated by the Mining Plan, provided, however, that any such removal would not be prohibited by Article VI of the Loan Agreement if such Article were directly applicable to Trustor. The Agent is authorized to instruct Trustee to release the Lien created by this Mortgage on any part of the Lease 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 or security interest 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 and security interest 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 and security interest 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 or security interest 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 and security interest hereof, whichever is later. Trustor shall give Beneficiaries written notice of each acquisition of real property or the attachment of any personal property to real property within 15 days after each such acquisition or attachment, as applicable.

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 Beneficiary 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, acccessions, 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. The conditional permission for Trustor to collect and use the Benefits is subject in all respects to the terms and conditions of this

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

3.01. Insurance.

Insurance, Damage, Destruction or Taking, etc.

ARTICLE 3

Mortgage, including without limitation, Articles 3, 6 and 7. 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 producing, purchasing, receiving or having in their possession any of the Benefits (the "Purchasers") are authorized and directed to treat and regard Beneficiaries as the party entitled in Trustor's place and stand 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 obligations. 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, to all benefits from the Mortgaged Property, whether or not Beneficiaries take possession of the Mortgaged Property. Trustor hereby 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 section 2.12 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.

repairing, replacing, constructing or reconstructing, which ever is the least, with new materials without deduction for depreciation) of the Mortgaged Property, 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 the jurisdictions in which the event not respectively items of property are located, but in any event in an amount not less than required by such designation, and (c) 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 the jurisdictions in which the respective items of property are located, 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 or caused to be 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 (1) any act, failure to act or negligence or violation of warranties, declarations or conditions contained in such policy by any named

insured, (11) the occupation or use of the Mortgaged Property for purposes more hazardous than permitted by the terms thereof, (12) any foreclosure or other action or proceeding taken by Beneficiaries pursuant to any provision of this Mortgage, or (13) 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 or Goldstrick, 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 or cause to be delivered 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, certifies 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 3.01, that all premiums due thereon have been paid and that the same are in full force and effect. Trustor will also deliver or cause to be delivered to Beneficiaries a new policy as replacement for any expiring policy at least 30 days prior to the date of such expiration. If 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 obligations.

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 3.01.

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, such amounts shall be 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

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

3.01.5. Performance of Insurance Covenants. If either Financeco or Goldstrike obtains any policy or policies of insurance specified in section 3.01.1, or otherwise takes any action required of Trustor under this section 3.01, such policies and actions shall satisfy pro tanto the obligations of Trustor under this section 3.01; but only to the extent such policies or actions otherwise meet the requirements of this section 3.01, and provided Beneficiaries are not, to any degree whatsoever, deprived of the protections and rights intended to be afforded to them under this section 3.01 by accepting such performance from Financeco or Goldstrike, as the case may be, rather than Trustor.

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 all of the following (collectively, the "collateral"): (i) the entire Mortgaged Property; (ii) the entire Mortgaged Property, as defined in the Goldstrike Deed of Trust; and (iii) the entire Mortgaged Property, as defined in the Financo Deed of Trust (defined in section 7.14(a)) or (b) a Taking of less than the entire collateral, or any material damage to or destruction of the collateral, in either case which, in the good faith judgment of Beneficiaries, renders the collateral 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 collateral 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 the 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 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 Note, and second, to the payment of all amounts of principal, and premium, if any, 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 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 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. Notwithstanding anything in this section 3.05, if Trustor would have been permitted under section 2.09 to dispose of or remove any item required to be replaced, repaired or restored under this section 3.05, Trustor may elect, in lieu of compliance with this section 3.05 as to such item, to dispose of or remove such item so long as Trustor complies with all requirements of section 2.09.

3.06. No Limitation. Nothing contained in this Article 3 shall in any way limit the requirements of section 2.04(b).

ARTICLE 4

Additional Covenants of Trustor

4.01. Affirmative Covenants. So long as any part of the obligations shall remain unpaid or unperformed or any Beneficiary shall have any commitment, Trustor will:

(a) Reporting Requirements. Furnish or cause to be furnished to Agent and (except as otherwise noted) to each Beneficiary:

(i) as soon as available and in any event within 45 days after the end of the first three quarterly fiscal periods in each fiscal year of Trustor, unaudited balance sheets of Trustor as of the end of such period and the related statements of income, surplus and cash flows of Trustor, for such period and (in the case of the second and third quarterly periods) for the period commencing at the end of the previous fiscal year and ending with the end of such quarterly period, setting forth in each case in comparative form the figures for the corresponding periods of the previous fiscal year, if such figures were prepared for the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of Trustor;

(ii) as soon as available and in any event within 90 days after the end of each fiscal year of Trustor, audited balance sheets of Trustor as of the end of such year and statements of income, surplus and cash flow of Trustor for such year, setting forth in each case in comparative form the figures for the corresponding periods of the previous fiscal year, if such figures were prepared for the previous fiscal year, all in reasonable detail and accompanied by (X) a report upon each thereof, if any such report was prepared, of Coopers & Lybrand or other independent public accountants of recognized national standing acceptable to Agent, which report shall state that such financial statements present fairly the financial position of Trustor as of the dates indicated and the results of its operations and changes in its financial position for the periods indicated in conformity with generally accepted accounting principles in effect in Ireland applied on a basis consistent with prior years (except as otherwise specified in such report) and that the audit by such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards in effect in Ireland, and (Y) a

certificates of a Responsible Officer of Trustor, certifying that such financial statements present fairly, in accordance with generally accepted accounting principles in effect in Ireland (except as specifically set forth therein) on a basis consistent with such prior fiscal periods, the information contained therein;

(iii) promptly after the sending or filing thereof, copies of all reports which Trustor sends to any of its security holders other than Affiliates, and copies of all reports and registration statements that Trustor files with the Securities and Exchange Commission, any United States national securities exchange or any comparable governmental or self-regulatory authority in any other applicable jurisdiction;

(iv) promptly after the filing or receiving thereof, copies of all reports and notices which Trustor files with or receives from any governmental authority relating to material non-compliance with environmental laws or regulations;

(v) promptly after any alteration or change in Trustor's title to, or interest in, the mortgaged Property, or any portion thereof, other than a change consisting of the sale of the mortgaged Property to goldstrike pursuant to the terms of the Existing Equipment Lease or the Purchase Agreement, an Officers' Certificate of Trustor setting forth the details of such alteration or change and certifying that such alteration or change will not adversely affect the lien and security interest created hereby;

(vi) within 15 days after the end of each calendar quarter, a true and correct copy of each and every individual lease entered into under the Master Lease during such calendar quarter; provided Trustor shall provide to Agent and each Beneficiary promptly upon the execution thereof, a copy of each and every such individual lease if the cost or fair market value of the item subject to such individual lease exceeds \$10,000,000;

(vii) promptly after receiving a request therefor, such additional information as Agent may reasonably request regarding the property subject to any individual lease entered into under the Master Lease; and

(viii) such other information respecting the condition or operations, financial or otherwise, of

Trustor as Agent may from time to time reasonably request;

(b) Keeping of Records and Books of Account, Etc. Keep adequate records and books of account, in which complete entries will be made in accordance with generally accepted accounting principles in effect in Ireland and consistently applied, reflecting all financial transactions of Trustor, and maintain the same fiscal year;

(c) Inspection. Permit any authorized representatives designated by Agent to visit and, upon notice, inspect any of the properties of Trustor, including its books of account and all other property, books and records relating to the mortgaged property, and to make copies and take extracts therefrom, and to discuss its affairs, finances and accounts with, and to be advised as to the same by, its responsible officers and (upon reasonable notice to Trustor setting forth the purpose of such discussion) its independent public accountants (and by this provision Trustor authorizes such accountants to discuss with such representatives the affairs, finances and accounts of Trustor, whether or not representatives of Trustor are present) all at such reasonable times and as often as may be reasonably requested, provided that (i) the permission and authorization contained herein shall not extend to any documents or materials that are protected by the work product privilege or are communications among Trustor and its counsel, (ii) the permission and authorization contained herein shall not constitute a waiver of the accountant-client privilege of Trustor, (iii) Agent shall not have any duty to make or cause to be made any such inspection and shall not incur any liability or obligation for not making any such inspection, for not making the same carefully or properly, or for not completing the same, and (iv) the fact that such inspection may not have been made by Agent or any representative thereof shall not relieve Trustor of any obligations it might otherwise have under this Mortgage;

(d) Notice of Default, Etc. Furnish to Agent and each Beneficiary as soon as possible, and in any event within five days after any Responsible Officer of Trustor obtains knowledge of the occurrence of each Event of Default, Potential Event of Default, Material Adverse Change to Trustor or event that with the lapse of time, in the opinion of Trustor, could reasonably be expected to cause a Material Adverse change to Trustor, continuing on the date of such

statements, a statement of a Responsible Officer of Trustor, setting forth the details of such Event of Default, Potential Event of Default, Material Adverse Change to Trustor or other event, and the action which Trustor proposes to take with respect thereto;

(e) Periodic Delivery of Officers' Certificates. Furnish to Agent and each Beneficiary within 45 days after the end of each of the first three quarterly fiscal periods in each fiscal year of Trustor and within 90 days after the end of each fiscal year of Trustor, an Officers' Certificate of Trustor, dated the date of delivery thereof, certifying that the matters set forth in Part V of Exhibit G to the Loan Agreement are true and correct on and as of the date of such Officers' Certificate;

(f) Consolidated Tangible Net Worth. Maintain, or cause to be maintained, at all times Consolidated Tangible Net Worth of at least \$1.00;

(g) Consolidated Working Capital of Trustor. Maintain, or cause to be maintained, at all times Consolidated current Assets of Trustor greater than 100% of consolidated current liabilities of Trustor;

(h) Defense of Title. Defend at its expense title to the Mortgaged Property and the lien and security interest of the Trustee and Beneficiaries thereon and therein and maintain and preserve such lien and security interest and keep this Mortgage a first lien upon and prior perfected security interest in the Mortgaged Property, subject only to the title exceptions expressly stated or permitted under section 2.01 or 2.02;

(i) Performance of Leases. Fully perform, in a timely manner, all of its duties and obligations under the Existing Equipment Lease, the Master Lease, the Limited Agency Agreement and the Purchase Agreement;

(j) Accuracy of Representations and Warranties. Assure that all representations and warranties made by Trustor under the Existing Equipment Lease, the Master Lease, the Limited Agency Agreement and the Purchase Agreement are true and correct;

(k) Enforcement. Take reasonable action, including, without limitation, initiating and diligently pursuing legal action if necessary, to preserve all of its rights and enforce all of its remedies under the Existing Equipment Lease, the Master

Lease, the Limited Agency Agreement and the Purchase Agreement;

(1) Lease Default. Promptly notify Agent of the occurrence of any event which constitutes or, with the passage of time, the giving of notice, or both, would constitute an Event of Default on the part of any party to the Existing Equipment Lease, the Master Lease, the Limited Agency Agreement or the Purchase Agreement;

(m) Location of Leasehold Property. Keep or cause to be kept at all times, all Lease Property in the Counties of Elko and Eureka in the State of Nevada; and

(n) Limitation of Ownership. Assure that no person or entity other than Guarantor, or any wholly owned subsidiary of Guarantor, directly or indirectly, own stock or any other ownership interest in, control of or have voting rights in Trustor except for the one share of common stock in Trustor which will be held in trust for the benefit of Barrick Holding.

4.02. Negative Covenants. So long as any part of

the obligations shall remain unpaid or unperformed or any Beneficiary shall have any commitment, Trustor will not (except as otherwise provided), without the written consent of the Majority Banks:

(a) Liens, Etc. Directly or indirectly create, incur, assume or permit to exist any Lien on or with respect to the Mortgaged Property or any other property or asset (including any document or instrument in respect of goods or accounts receivable) of Trustor, whether now owned or held or hereafter acquired, or assign or otherwise convey any right to receive the production, proceeds or income therefrom, except:

(1) Liens represented by this Mortgage, the Existing Equipment Lease, the Master Lease, the Master Sublease, the Goldstrike Deed of Trust or the Financeco Deed of Trust;

(ii) subject to section 2.03, Liens for taxes, assessments or other governmental charges if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted and if such reserve or other appropriate provision, if any, as shall be required by generally accepted

accounting principles in effect in Ireland shall have been made therefor;

(iii) statutory liens of landlords, liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business and any operator's lien on property subject to an operating agreement, such lien securing the amounts due to the operator under such agreement;

(iv) liens incurred on deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security; or to secure (or to obtain letters of credit or surety, appeal or performance bonds which secure) the performance of bids, tenders, statutory obligations, leases, purchase, construction or sales contracts and other similar obligations, in each case not incurred in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of property;

(v) any attachment or judgment lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(vi) leases, subleases, royalties or other similar rights in land granted to or reserved by others, easements, rights-of-way, restrictions, title defects or irregularities which in the aggregate will not materially impair the ordinary conduct of the business of Trustor and other similar charges or encumbrances, in each case incidental to, and not interfering with, the ordinary conduct of the business of Trustor; and

(vii) any lien renewing, extending, replacing or refinancing any lien permitted under paragraph (i) of this section 4.02(a), provided that the principal amount of debt secured by such lien immediately prior thereto is not increased or the maturity thereof reduced, such lien is not extended to other property, and, in the case of this Mortgage, the Goldstrike Deed of Trust or the Financeco Deed of Trust, such lien is in favor of or for the benefit of Beneficiaries.

(b) Debt. Directly or indirectly create, incur, assume, guarantee, or otherwise become or

remain directly or indirectly liable with respect to, any Debt except:

(i) trade payables, accounts payable and accruals incurred or arising out of the ordinary course of business; and

(ii) Subordinated Debt of Trustor to the Guarantor or any of its Affiliates that is subordinated on the terms set forth in Exhibit H of the Loan Agreement;

(c) Consolidation, Merger, Sale of Assets.

(i) Without the written consent of all Beneficiaries, consolidate with, amalgamate or merge into or enter into any joint venture, syndication, or other form of combination with any other Person or permit any other Person to consolidate with, amalgamate or merge into or enter into any joint venture, syndication, or other form of combination with it (unless such other Person is the Guarantor or a subsidiary of the Guarantor, in which case the written consent of the Majority Banks shall be sufficient); or

(ii) Without the written consent of all Beneficiaries, sell, lease, abandon or otherwise dispose of all or substantially all its assets except pursuant to the terms of the Master Lease, the Existing Equipment Lease or the Purchase Agreement;

(d) Modification of Agreements. Modify, amend, terminate or waive any provision of any contract or agreement to which it is a party if such modification, amendment, termination or waiver would materially adversely affect the interests of Beneficiaries;

(e) Subsidiaries, etc. Without the written consent of all Beneficiaries, create, directly or indirectly, any subsidiary of Trustor or issue, sell, assign, pledge or otherwise dispose of any equity or ownership interests in (or warrants, rights or options to acquire equity or ownership interests in) Trustor other than to Barrick Holding;

(f) Leases. Enter into any lease or rental agreement (other than the Existing Equipment Lease and the Master Lease) without the consent of the Majority Banks;

(g) Investments. Make any direct or indirect purchase or other acquisition of stock or other securities of any other Person, or any direct or indirect loan, advance (other than advances to employees for moving and travel expenses, drawing accounts and similar expenditures in the ordinary course of business), or capital contribution to any other Person, including all debt and accounts receivable from such other Person which are not current assets or did not arise from sales to such other Person in the ordinary course of business, unless such purchase, acquisition, advance or capital contribution by its terms (i) is limited in amount to a sum certain and (ii) will not give rise to any additional obligations on the part of Trustor; provided, however, that this section 4.02(g) shall not prohibit the making of any loan, advance or other investment pursuant to the terms of the Existing Equipment Lease, the Master Lease or the Limited Agency Agreement, the payment of restoration costs pursuant to sections 3.05 and 6.04(c), the making of deposits in the Lease Proceeds Account or the investment of funds held in the Lease Proceeds Account;

(h) Lease Modification. Agree or consent to any amendment of or modification to the Existing Equipment Lease, the Master Lease or the Purchase Agreement without the prior written consent of Agent, in its sole discretion, determines that the amendment or modification is not material, and otherwise, the prior written consent of all Beneficiaries; provided, nothing in this subparagraph (h) shall be construed or interpreted as prohibiting Trustor from entering into individual leases under the Master Lease solely for the purpose of reflecting additional property that is being made subject thereto, so long as such individual leases are not inconsistent with the terms and provisions of the Master Lease; and

(i) Disposition. Sell, transfer, convey, encumber, pledge, waive or otherwise dispose of any right, title or interest that Trustor now has or may hereafter acquire under the Existing Equipment Lease or the Master Lease, except as permitted under this Mortgage or the terms of the Existing Equipment Lease, the Master Lease or the Purchase Agreement.

Additional Representations and Warranties of Trustor

5.01. Representations and Warranties of Trustor.

Trustor represents and warrants to Beneficiaries that, as of the date of this Mortgage, each of the following is true, correct and not materially misleading:

(a) Trustor is a corporation duly organized and validly existing under the laws of Ireland and has all requisite corporate power and authority to carry out the transactions contemplated by this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement and the Limited Agency Agreement; Trustor is duly qualified to do business in each jurisdiction where the nature of its business or properties requires such qualification; and Trustor has no subsidiaries;

(b) The execution, delivery and performance by Trustor of this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement and the Limited Agency Agreement have been and continue to be duly authorized by all necessary corporate action on the part of Trustor and do not and will not (i) require any consent or approval of the stockholders of Trustor, except such consents or approvals as have been obtained, (ii) contravene the Memorandum or Articles of Association of Trustor, (iii) to the best knowledge of Trustor, violate in any material respect any provision of any law, rule, regulation (including, without limitation, Regulation U or X of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award presently in effect applicable to Trustor, (iv) result in a breach of or constitute a default under or require the consent of any party pursuant to any material indenture, loan or credit agreement or any other material agreement, lease or instrument to which Trustor or Guarantor is a party or by which either of them may be bound or affected (other than those consents that have been obtained), or (v) result in, or require, the creation or imposition of any lien (other than Liens that would be permitted by section 4.02(a) of this Mortgage or section 9.1 of the Parent Guaranty) upon or with respect to any of the properties now owned or hereafter acquired by either Trustor or Guarantor; and, to the best knowledge of Trustor, Trustor is not in default in any material respect under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, agreement, lease or instrument;

(c) No authorization or approval or other action by, and no notice to or filing with, any government authority or regulatory body is required (i) for the due

execution and delivery of, and due performance of the financial obligations of Trustor under, this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement and the Limited Agency Agreement are, and upon their execution and delivery, the individual leases under the Master Lease will be, legal, valid and binding obligations of Trustor enforceable against Trustor in accordance with their respective terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws or equitable principles affecting enforcement of creditors' rights generally at the time in effect);

(d) This Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement and the Limited Agency Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement or of this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement or to be taken pursuant to this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement or the Limited Agency Agreement or which might result, either in any case or in the aggregate, in any Material Adverse Change in the business, operations, affairs, condition (financial or otherwise), aggregate assets of Trustor to carry out its obligations under this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement or the Limited Agency Agreement;

(e) Except as described on Exhibit E attached hereto, there is no action, proceeding or investigation pending or threatened in writing which questions the validity of this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement or to be taken pursuant to this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement or which might result, either in any case or in the aggregate, in any Material Adverse Change in the business, operations, affairs, condition (financial or otherwise), aggregate assets of Trustor taken as a whole or in any material liability on the part of Trustor;

(f) Trustor is not a party to any indenture, loan or credit agreement or any lease or other agreement or instrument or subject to any charter or other corporate restriction which would, in the absence of a default thereunder, result in a Material Adverse Change in the business, operations, affairs, condition (financial or otherwise), aggregate properties or aggregate assets of Trustor, or materially impair the ability of Trustor to carry out its obligations under this Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement or the Limited Agency Agreement;

(g) None of the information (as the same has been updated) delivered to Beneficiaries by Trustor contains

any material (at the date he so) misstatement of fact or omits to state a material (at the date hereof) fact (in each case, only a fact Trustor knew or should have known), and all projections contained in any such information, exhibit, or report were based on information which when delivered was, to the best knowledge of Trustor, true and correct, and, to the best knowledge of Trustor, all calculations contained in such projections were accurate and such projections presented Trustor's then-current estimate of its future business, operations and affairs and, since the date of delivery of such projections, to the best knowledge of Trustor, there has been no material change in the assumptions underlying such projections or the bases therefor;

(h) Trustor is not an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended;

(i) Trustor is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company", as such terms are defined in the Public Utility Holding Company Act of 1935, as amended;

(j) Trustor has not established, does not maintain, has made no contribution to, nor has any liability with respect to, any plan (as used in this clause, "plan" means any "employee pension benefit plan" (as defined in Section 3 of ERISA) that is or has been established or maintained, or to which contributions are or have been made, by Trustor or any Affiliate of Trustor), other than (i) defined contribution plans to which all contributions required in respect of all prior plan years have been paid, and (ii) the plans maintained for the benefit of the members of United Mine Workers, to which the Pledgor is or was required to contribute (the "Muskingum Plans"); Trustor has not incurred nor presently expects to incur any withdrawal liability under Title IV of ERISA with respect to the Muskingum Plans which liability is or would be materially adverse to the Guarantor and the Material Subsidiaries taken as a whole, and the aggregate present value of unpaid withdrawal liability under Title IV of ERISA attributable to the Guarantor and its Subsidiaries did not exceed \$1,000,000 as of December 31, 1991 (which is the date of the most recent records with respect to such contingent withdrawal liability presently available to Trustor); and the execution and delivery of the Mortgage, the Intercreditor Agreement, the Existing Equipment Lease, the Master Lease, the Purchase Agreement and the Limited Agency Agreement will not involve any transaction which is subject to the prohibitions of Section 406 of ERISA or in connection with which a tax could be imposed pursuant to Section 4975 of the Code;

(k) Trustor has filed (or by six months from the date hereof will have filed) all tax returns required by law to be filed by it and has paid all taxes, assessments and other governmental charges levied upon it and any of its properties, assets, income or franchises which are due and payable, other than those presently payable without penalty or interest and those presently being contested in good faith by appropriate proceedings diligently conducted for which such reserves or other appropriate provision, if any, as shall be required by generally accepted accounting principles shall have been made;

(l) 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; and

(m) No event has occurred and is continuing which constitutes an Event of Default (as defined hereafter).

ARTICLE 6

Lease Proceeds Account

6.01. Establishment of Lease Proceeds Account.

Trustor hereby establishes with Agent, the Barrick Capital Lease Proceeds Account (Account Number 279382) (the "Lease Proceeds Account") for the purposes set forth in, and subject to the terms and conditions of, this Mortgage. Agent's books and records regarding the Lease Proceeds Account shall reflect the respective interests therein of Trustor and Beneficiaries as such interests are established under this Mortgage. The Lease Proceeds Account shall be held and administered by Agent; provided, at the direction of all Beneficiaries, the Lease Proceeds Account shall be transferred to, and thereafter, be held and administered by, any other Beneficiary. The Lease Proceeds Account shall be continually maintained in existence and shall be held for the ratable benefit of Beneficiaries until all of the obligations have been fully performed and discharged and none of Beneficiaries are subject to any further commitment. For purposes of this Article 6, Agent, or its successor as the holder of the Lease Proceeds Account, is referred to as the "Account Holder".

6.02. Deposits to Lease Proceeds Account. Each of

the following shall be deposited directly into the Lease Proceeds Account, without being routed through or deposited in any other account of Trustor, immediately upon receipt by Trustor or the Account Holder:

(a) All lease, rental and other payments under the Existing Equipment Lease, the Master Lease and any other Lease Document;

(b) All proceeds from the sale or disposition of any Lease Property, including, without limitation, proceeds from the exercise by any lessee of any option to purchase property subject to any Lease Document;

(c) All proceeds from or arising out of any damage to, destruction of or Taking of any Mortgaged Property, including, without limitation, insurance and condemnation proceeds, except to the extent Trustee, Agent or Beneficiaries apply such proceeds in any other manner permitted by this Mortgage within 10 Business Days after receipt thereof;

(d) All proceeds, interest, gains, profits and earnings on or with respect to any investment of amounts on deposit in the Lease Proceeds Account pursuant to section 6.03;

(e) Any payment, recovery or settlement with respect to any claim under any contract or warranty relating to Lease Property; and

(f) Amounts required to be deposited by Trustor pursuant to section 6.03 to cover investment losses or to pay transaction costs.

Trustor shall instruct Goldstrike and Financeco to make all payments owed by either of them to Trustor which are to be deposited into the Lease Proceeds Account directly to Account Holder, which instructions shall remain in effect until the occurrence of the events set forth in section 6.05. Trustor consents to the payment of such amounts by Goldstrike and Financeco directly to Account Holder.

6.03. Investment of Amounts on Deposit. Except when there exists an Event of Default and subject to the provisions of this section 6.03, Trustor may direct the investment of amounts on deposit in the Lease Proceeds Account from time to time in Permitted Investments only, which Permitted Investments shall not mature beyond any date on which the proceeds of such Permitted Investments are necessary to make disbursements from the Lease Proceeds Account under section 6.04. Account Holder shall have no obligation to act upon any investment directive given by Trustor which does not comply with this section 6.03. All investments made with amounts on deposit in the Lease Proceeds Account, and all proceeds, interest, gains, profits and earnings on or with respect thereto, shall be deemed at all times to be a part of the

Lease Proceeds Account. During any period in which there is no investment directive of Trustor in effect, amounts on deposit in the Lease Proceeds Account shall be invested by the Account Holder in demand deposits in Account Holder, in occurrence of any Event of Default, the Account Holder may, in its sole discretion, sell or liquidate all investments held in the Lease Proceeds Account, regardless whether any such sale or liquidation would result in any loss, and apply the Lease Proceeds Account in any manner that other Mortgaged Property may be applied under this Mortgage. The Account Holder shall have no liability or responsibility to Trustor whatsoever for its failure to follow any investment directive given by Trustor unless such failure constitutes gross negligence. The Account Holder shall have no obligation to make, sell or liquidate any investment at the request of Trustor unless there are sufficient funds available in the Lease Proceeds Account to pay all costs or expenses of any such transaction, including, without limitation, any brokers fee, which funds may be applied by the Account Holder for such purposes, or Trustor provides the Account Holder, in advance, sufficient funds to pay such costs and expenses. The risk of loss with respect to any investment made under this Article 6 shall be fully borne by Trustor and the Account Holder shall have no responsibility to Trustor for any such loss. Promptly upon receiving notice from the Account Holder of any such loss, Trustor shall deposit into the Lease Proceeds Account an amount equal to such loss. Securities and other investments acquired pursuant to this section 6.03 may be registered in either the name of the Account Holder or Trustor, as the Account Holder may in its sole discretion determine.

6.04. Use and Application of the Lease Proceeds Account. Without the written consent of all Beneficiaries, amounts on deposit in the Lease Proceeds Account, including, without limitation, investments made pursuant to section 6.03 (collectively, "Account Funds"), shall remain on deposit in the Lease Proceeds Account until the Lease Proceeds Account is terminated, except as follows:

(a) Capital Expenditures. Account Funds shall be disbursed by the Account Holder to Trustor or to Goldstrike as the agent of Trustor from time to time for the purpose of acquiring New Property; provided, each of the following conditions must be satisfied with respect to each such disbursement: (i) Trustor shall deliver to the Account Holder a completed Disbursement Certificate in the form of Exhibit F attached hereto; (ii) all of the certifications of Trustor set forth in such completed Disbursement Certificate shall be true and correct, and not materially misleading; (iii) the amount of the requested disbursement, together with the aggregate of all prior disbursements for the purpose of acquiring New Property shall not exceed U.S.\$210,000,000; (iv) the expenditure for which the disbursement is requested shall conform to

6.05. Termination of Lease Proceeds Account. At such time as all of the obligations have been fully paid, performed and discharged, and none of Beneficiaries are subject to any further commitment, all amounts then on deposit in the Lease Proceeds Account shall be disbursed to Trustor.

(d) Application Upon Default. Upon the occurrence of an Event of Default, the Account Holder may apply the Account Funds in such manner as any other Mortgaged Property may be applied under the terms and conditions of this Mortgage, and the Account Funds shall be subject to all rights and remedies of Trustee and Beneficiaries.

(c) Restoration Costs. Account Funds attributable to deposits made to the Lease Proceeds Account pursuant to section 6.02(c) shall be made available to repair or restore the property to which such Account Funds relate, but only to the extent this Mortgage expressly provides that such funds may be used for such purposes, and only upon satisfaction of all terms and conditions set forth in this Mortgage with respect thereto; and

(b) Restricted Payments. Account Funds shall be disbursed by the Account Holder to Trustor, but only if each of the following conditions is satisfied with respect to each such disbursement: (i) the amount of the disbursement, together with the aggregate of all Restricted Payments directly or indirectly declared, ordered, paid, made or set apart by Goldstrike, shall not exceed the maximum amount of Restricted Payments which Goldstrike would be entitled to make under the Loan Agreement at the time such disbursement is to be made. (The financial status of Trustor shall not be taken into account for purposes of determining whether the Restricted Payments set forth in Section 6.02(g) of the Loan Agreement are satisfied; provided, the Account Funds shall be deemed to constitute Permitted Investments of Goldstrike solely for the purpose of applying such tests); (ii) the Restricted Payment for which the disbursement is requested shall not cause Trustor to become insolvent or otherwise be in violation of any law, rule, regulation, or order applicable to Trustor; (iii) the amount of the requested disbursement shall not exceed the amount of available funds on deposit in the Lease Proceeds Account; and (iv) there shall not be any Event of Default that has occurred and is continuing as of the date such request is made or the disbursement is to be made.

the Capital Expenditures Schedule attached as Exhibit G hereto; (v) the amount of the requested disbursement shall not exceed the amount of available funds on deposit in the Lease Proceeds Account; and (vi) there shall not be any Event of Default that has occurred and is continuing as of the date such request is made or the disbursement is to be made.

6.06. Disbursement Free of Lien. Amounts disbursed from the Lease Proceeds Account pursuant to section 6.04(b) or 6.05 shall no longer be subject to the Lien of this Mortgage from and after the disbursement thereof. Amounts disbursed from the Lease Proceeds Account pursuant to section 6.04(a) or (c) shall no longer be subject to the Lien of this Mortgage when properly expended for the purposes for which such disbursements were made, it being understood that the property acquired with such amounts shall be subject to the Lien and security interest of this Mortgage.

ARTICLE 7

Events of Default; Remedies, etc.

7.01. 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 Event of Default, 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 Goldstrike and 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 all indebtedness secured hereby, including, without limitation, on accrued interest.

7.02. 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 or 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.

7.03. 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 or New York 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 or New York Uniform Commercial Code.

7.04. 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 instruments 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.

7.05. Purchase of Mortgaged Property by Beneficiary, 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 the properties so purchased, free of the lien of this Mortgage and free of all rights of redemption in Trustor.

7.06. 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.

7.07. Waiver of Appraisement, Valuation, etc. Trustor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisement, 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.

7.08. 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; provided that nothing contained in this section 7.08 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.

7.09. 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 would then be payable, and all other indebtedness which this Mortgage by its terms secures.

7.10. 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, of, 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, premium, if any, 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 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 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 Trust- or.

7.11. 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.

7.12. 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 7.10.

7.13. 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 waiting 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.

7.14. 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.

The following security documents, among others, also secure the obligations:

- (a) A Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Proceeds, Rents and Leases dated as of December 1, 1992 (the "Financco Deed of Trust"), given by Financco to Trustee for the benefit of Beneficiaries. The Financco Deed of Trust encumbers, among other things, the lessee's interest under the Master Lease, the sublessor's interest under the Master Sublease and all right, title or interest that Financco may at any time have in or to property that is now or hereafter becomes subject to either the Master Lease or the Master Sublease; and
- (b) The Goldstrike Deed of Trust.

Without limiting the generality of any provision of this section 7.14, the liens, security interests and rights of Trustee and Beneficiaries under the Financco Deed of Trust and the Goldstrike Deed of Trust are in addition to, and not in lieu of, the liens, security interests and rights of Trustee and Beneficiaries under this Mortgage, notwithstanding any overlap or duplication that may exist between or among any such documents. Trustee and Beneficiaries may exercise or begin to exercise any right or remedy that they may have under this Mortgage, the Financco Deed of Trust, the Goldstrike Deed of Trust, and any other documents or instrument that secures the obligations (collectively, the "Security Documents"), without any obligation to exercise any other right or remedy under the same or any other Security Document. Trustee and Beneficiaries may exercise their rights and remedies under the

Security Documents in such order and combinations, and at such times or from time to time, as they, in their sole discretion, determine.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. 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.

7.19. Application of Proceeds. In the event proceeds generated from any loss, damage, destruction, condemnation, sale under threat of condemnation, or the exercise of any remedy of Beneficiaries ("Proceeds") are simultaneously

subject to more than one Security Document, Beneficiaries may allocate such Proceeds to or among the Security Documents to which such Proceeds are subject in any reasonable manner determined by Beneficiaries. If Proceeds generated under one Security Document are required, under such Document, to be applied to any particular account or purpose, and if Proceeds generated under any other Security Document are required, under such other Security Document, to be applied to the same account or purpose, Beneficiaries may, in their sole discretion, determine the order in which such Proceeds shall be applied to such account or purpose. Nothing herein shall entitle Beneficiaries to apply Proceeds subject to this Mortgage to any particular amount or item due and payable to them to the extent such amount or item has been fully paid with Proceeds subject to any other Security Document.

ARTICLE 8

Miscellaneous

8.01. 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.

8.02. 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 obligations 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.

8.03. 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 and the approval of 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.

8.04. 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, addressed to Trustor at Barrick Capital Corporation, P.O. Box 3657, AIB International Centre, I.F.S.C., Dublin 1, Ireland, with a copy to Parsons Behle & Latimer, 201 South Main Street, Suite 1800, P. O. Box 11898, Salt Lake City, Utah 84147-0898, Attention: Patrick J. Garver, Telecopy (801) 536-6111; 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 uds uw, Telecopy (212) 715-3890; 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.

8.05. 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.

8.06. 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, continuation 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.

8.07. 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, Nevada, 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.

8.08. 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 INTERCREDITOR AGREEMENT, 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.

8.09. Miscellaneous. Union Bank of Switzerland, New York Branch, has been designated as "Agent" for Beneficiaries pursuant to the Loan Agreement. The duties and powers of Union Bank of Switzerland, New York Branch, as 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, New York Branch, 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, New York Branch, 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.

8.10. Tax Indemnity. All amounts payable hereunder shall be paid free and clear of and without deduction for any present or future Taxes of Ireland or any political subdivision or taxing authority thereof or therein, and Trustor will pay and discharge, and indemnify and hold harmless each Beneficiary from, all such Taxes upon or with respect to or measured by this Mortgage, any payment made by Trustor pursuant to this Mortgage or the performance of any obligations under or pursuant to this Mortgage. Trustor further agrees that it will promptly reimburse each Beneficiary for any additional Taxes imposed upon it attributable to the inclusion in such Beneficiary's income of any payment, discharge, indemnification or reimbursement made or payable by Trustor under this section 8.10 (including this sentence). Notwithstanding anything in the foregoing to the contrary, Trustor shall not be liable for Taxes that each Beneficiary would otherwise have had to pay if payment had been made by gold strike (other than Taxes against which such Beneficiary would have been indemnified pursuant to section 2.14 of the Loan Agreement).

If at any time Trustor is required by applicable law to make any deduction or withholding as aforesaid from any amount due under this Mortgage, Trustor shall pay such amount that after payment of any such Taxes to the appropriate taxing authority there shall be paid to each Beneficiary the amount otherwise payable in the absence of such Taxes. Trustor hereby agrees that, at any time it is required by applicable law to make any deduction or withholding as aforesaid from any amount due under this Mortgage, it shall promptly pay to the appropriate taxing authority any amounts it is so required to pay and shall promptly thereafter furnish to each Beneficiary copies of receipts of such taxing authority evidencing payment thereof. If any Person entitled to indemnity hereunder actually receives a tax credit in respect of any Taxes against which such Person was indemnified by Trustor pursuant to this section 8.10, such Person shall reimburse Trustor an amount equal to the amount of such tax credit, but only after Trustor shall have made all payments due and owing to such Person pursuant to this section 8.10, provided that no amount shall be payable to Trustor by such Person in excess of the amount theretofore paid to such Person by Trustor less any amounts previously reimbursed by such Person to Trustor under this sentence. At the request of Trustor, each Beneficiary

shall confirm in writing whether such tax credit has been received.

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

ten.

~~EARTHIA HOLDINGS (in the process of changing its name to BARRICK CAPITAL CORPORATION)~~

By: *Charles William David Birkhead*
Title: Director

U.S.A.
New York, New York
(Name of city, province or other political subdivision)
(Name of country)

Before the undersigned, David K. Fredericks, a notary public duly commissioned (or appointed) and qualified, this day personally appeared at the place above named Charles William David Birkhead, the Director of ~~EARTHIA HOLDINGS (in the process of changing its name to BARRICK CAPITAL CORPORATION)~~, who declared that he or she knew the contents of the foregoing instrument, and acknowledged the same to be his or her act.

Witness my hand and official seal this 19th day of November, 1992.

David K. Fredericks
Signature

Notary Public
Official Title

DAVID K. FREDERICKS
Notary Public, State of New York
No. 31-5001290
Qualified in New York County
Commission Expires August 1, 1994

SEAL

EXHIBIT A

ATTACHED TO AND FORMING A PART OF THE DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES GIVEN BY BARRICK CAPITAL CORPORATION, AS TRUSTOR, TO FIRST AMERICAN TITLE COMPANY OF NEVADA, AS TRUSTEE, FOR THE BENEFIT OF THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT.

Transferred Property

I. THE PHASE I AND II MILLS, AND ALL MACHINERY, PLANT AND EQUIPMENT ASSOCIATED WITH THE PHASE I AND II MILLS, INCLUDING WITHOUT LIMITATION THE FOLLOWING FIXED ASSETS HAVING A VALUE IN EXCESS OF \$20,000.00:

Asset Number	Description
07-06-001	Mill Housing
07-06-010	CIP Transfer Mill Machine Shop
07-06-020	Mill Housing and Equipment
07-06-024	Retain wall/cleanup Runway CIL
07-06-027	Heat Tape Crusher & Mill
07-06-028	Dust Suppression
07-06-029	Concrete Spillage Containment
07-06-033	Process Maintenance Shop
07-06-038	Mill Housing
07-06-039	CIP Transfer Oxide Mill
07-06-041	Mill Maintenance Mezzanine
07-06-043	Mill - 6000 STPD/HVAC Mechanic
07-06-056	Berg Insert DOM Ball Mill
07-06-058	Mill Maintenance Shop
07-06-061	Oxide Mill
07-06-062	Transformer & MCC
06-01-008	Vibrating Screen
06-01-010	Discharge Trunion Liner
06-01-011	Warman Slurry Pump
06-01-014	Ziegler Valve
06-01-016	Lubritlo II Lube System
06-01-021	Chute for Sag Mill
06-01-021	Design and Shop Fabrication
06-01-027	Helical Pinion w/Shaft Intergr
06-01-031	Inching Drive for DOM & Ball Mill
06-01-036	Upgrade CIL Feed Pump
06-01-038	Screening Machine
06-01-039	CIL Piping Modifications
06-01-039	Payment # 2 CIL Piping
06-01-052	Derrick Vibrating Trash Screen
06-01-056	Cone Crusher
06-01-058	Derrick Carbon Safety Screen

BOOK 242 PAGE 301

Clarkson Hydraulic Valves	06-01-059
Allen Bradley Drives	06-01-061
Strip Circuit Pipe Insulation	06-01-062
Motor, 1250 HP	06-01-063
Capital Spares - Gear Reducer	06-01-065
Capital Spares - Multi-Port	06-01-068
Capital spare - Flash choke	06-01-069

Located on certain of the MS unpatented millsites situated in N 1/2 of Section 29 and portions of the E 1/2, E 1/2W 1/2 and W 1/2NW 1/4 of Section 20, Township 36 North, Range 50 East, Mountain Diablo Meridian, Eureka County, Nevada.

II. THE PHASE I AND II AUTOClaves, AND ALL MACHINERY, PLANT AND EQUIPMENT ASSOCIATED WITH THE PHASE I AND II AUTOClaves, INCLUDING WITHOUT LIMITATION THE FOLLOWING FIXED ASSETS, HAVING A VALUE IN EXCESS OF \$20,000.00:

Asset	Number
-------	--------

Description	Number
Adjustable Frequency AC Drive	06-10-001
Grey Water Pump	06-10-002
Particle Size Monitor	06-10-008
Chip Screen Replacement	06-10-009
CIL Launder Replacement	06-10-010
Mantle, Simon	06-10-019
Site Service Piping Systems	07-08-005
Site Services Wire & Cable	07-08-005
Plant Pumphouse H.V.A.C.	07-08-010
Water Treatment	07-08-010
Plant Pumphouse	07-08-010
Plant Pumphouse Equipment THIC	07-08-018
Plant Pumphouse Bin Activators	07-08-019
Plant Pumphouse Equipment Agitator	07-08-020
Plant Pumphouse Equipment Lime	07-08-021
Plant Pumphouse Equipment Over	07-08-023
Pump House Equipment Sump Pump	07-08-025
Pump House Equipment Water Pump	07-08-026
Pump House Equipment Bins	07-08-028
Pump House Equipment Tanks & Pump	07-08-029
Pump House Equipment Distribution	07-08-031
Pump House Equipment Packages	07-08-032
Pump House Piping Systems	07-08-033
Pump House Equipment Process E	07-08-034
Pump House Equipment Switchgear	07-08-035
Pump House Equipment 480 Volt	07-08-037
Pump House Equipment Variable	07-08-038
Pump House Equipment Instruments	07-08-039
Pump House Equipment Structural	07-08-055
Improved Shell Lining	07-08-055

07-08-060	Oxide Plant Equipment Strainers
07-08-060	GEHO Strainer Bypass System
07-08-062	Oxide Plant Equipment
07-08-062	Water Treatment
07-08-063	Oxide Plant Equipment Agitator
07-08-063	Agitator Hub Upgrade
07-08-065	Oxide Plant Equipment Vaporizor
07-08-066	Oxide Plant Equipment Boilers
07-08-067	Oxide Plant Equipment Stacks
07-08-068	Oxide Plant Equipment Compressor
07-08-070	Oxide Plant Equipment Sump Pump
07-08-071	Oxide Plant Equipment
07-08-072	Oxide Plant Equipment Tanks
07-08-073	Oxide Plant Equipment
07-08-074	Oxide Plant Equipment Package
07-08-075	Oxide Plant Equipment Piping S
07-08-076	Oxide Plant Equipment Alloy PI
07-08-077	Oxide Plant Equipment Process
07-08-078	Oxide Plant Equipment Switchgears
07-08-079	Oxide Plant Equipment Transformer
07-08-080	Oxide Plant Equipment 480V Motor
07-08-083	Oxide Plant Equipment Variable
07-08-084	Oxide Plant Equipment Instrument
07-08-085	Oxide Plant Equipment Special
07-08-086	Oxygen Dip Tubes - Capital
07-08-090	Cooling Tower
07-08-090	Cooling Tower Equipment
07-08-090	Cooler System Upgrade
07-08-095	Gas Facilities Pipe Racks
07-08-100	Maintenance Housing
07-08-101	Capital Spares - Autoclave
07-08-204	Boiler Heat Exchanger
07-08-205	Allen Bradley Drive

III. CRUSHER

Located on certain of the WS unpatented millsites situated in N 1/2 of Section 29 and portions of the E 1/2, E 1/2W 1/2 and W 1/2NW 1/4 of Section 20, Township 36 North, Range 50 East, Mountain Diablo Meridian, Eureka County, Nevada.

Asset Number	07-07-001
Description	Gyratory Crusher

IV. MINE EQUIPMENT-SHOVELS

<u>ASSET NUMBER</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
13-01-123	HITACHI	EX-1800	182-00135
13-01-131	HITACHI	EX-3500	185-00108
13-01-132	HITACHI	EX-3500	185-00109
13-01-134	HITACHI	EX-3500	185-00117
13-01-135	HITACHI	EX-3500	185-0210
13-01-141	P & H	2800XPA	2800XPA-E54615
13-01-142	P & H	2800XPA	2800XPA-E54625
13-01-143	P & H	2800XPA	2800XPA-E54975

CRD/111892A

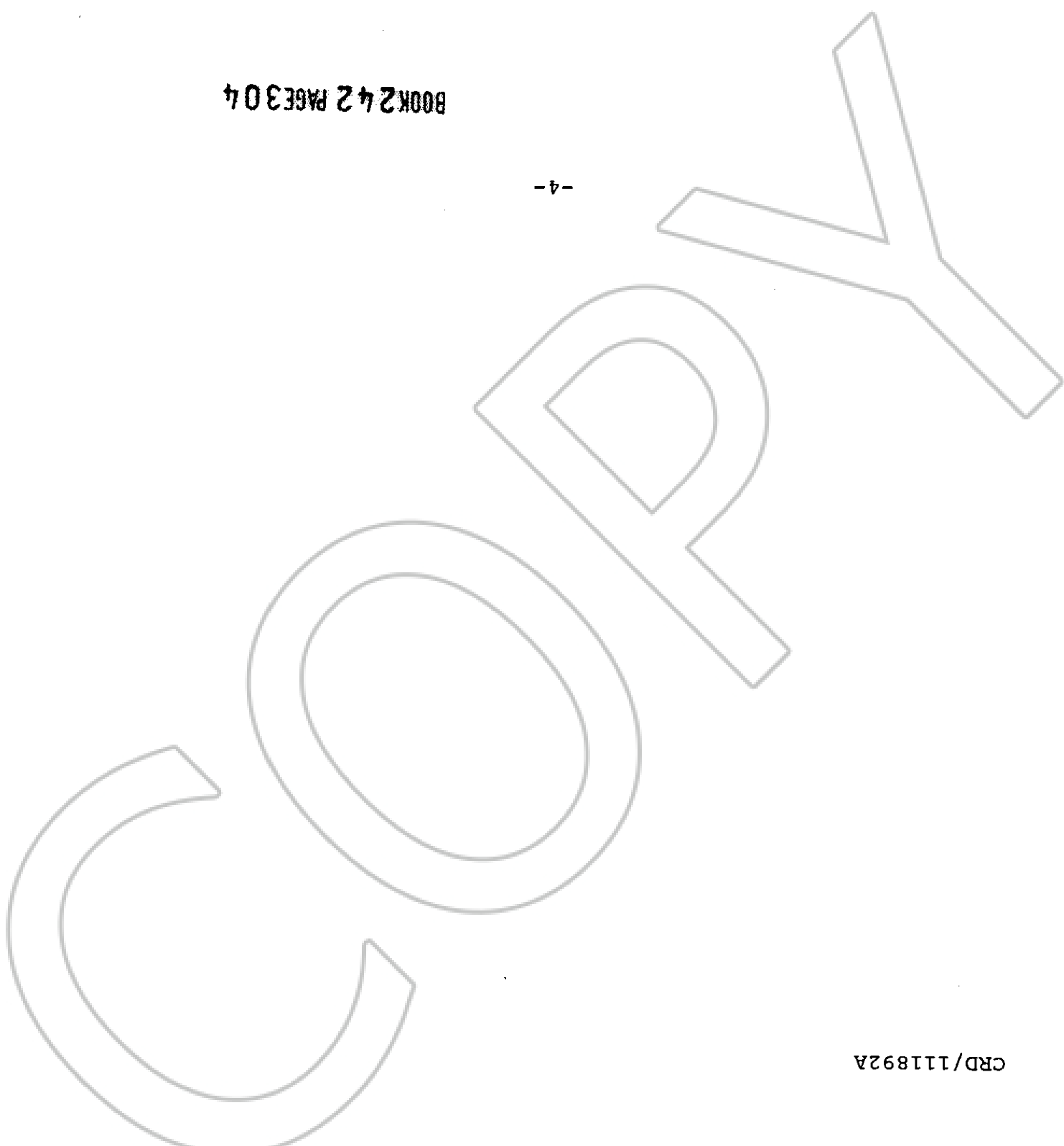


EXHIBIT B

ATTACHED TO AND FORMING A PART OF THE DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES GIVEN BY BARRICK CAPITAL CORPORATION, AS TRUSTOR, TO FIRST AMERICAN TITLE COMPANY OF NEVADA, AS TRUSTEE, FOR THE BENEFIT OF THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT

EXECUTORY CONTRACTS

<u>Commitment Number</u>	<u>Vendor Name</u>	<u>Award Date</u>	<u>Description</u>
C-020	WMC company, Inc.	06/01/92	Site Grading
C-232	The Industrial Company ("TIC")	12/31/91	Structural and Internal Steel
C-233	RC Layne Construction, Inc.	05/08/92	Siding and Roofing
C-331	Rocky Mountain Fabrication	05/31/92	Field Fabricated Tanks
C-431	The Industrial Company ("TIC")	07/02/92	General Installation
C-483	Koch Engineering Company Inc.	03/03/92	Vessel Brick Lining

CRD/111792H

EXHIBIT C

ATTACHED TO AND FORMING A PART OF THE DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES GIVEN BY BARRICK CAPITAL CORPORATION, AS TRUSTOR, TO FIRST AMERICAN TITLE COMPANY OF NEVADA, AS TRUSTEE, FOR THE BENEFIT OF THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT

MINING PROPERTIES

I. UNPATENTED MINING CLAIMS AND MILLITES

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

<u>CLAIM NAME</u>	<u>DATE OF</u>	<u>LOCATION</u>	<u>BOOK/PAGE</u>	<u>BOOK/PAGE</u>	<u>SERIAL NO.</u>
-------------------	----------------	-----------------	------------------	------------------	-------------------

A. AA Claims

AA 527	08/24/87	165/63	165/63	437888
AA 529	08/24/87	165/64	165/64	437889
AA 531	08/24/87	165/65	165/65	437890
AA 533	08/24/87	165/66	165/66	437891
AA Fraction	08/25/87	165/67	165/67	437892

B. Barr Claims

Barr 1	03/20/66	10/218	10/218	56971
Barr 2	03/20/66	10/220	10/220	56972
Barr 3	03/20/66	10/222	10/222	56973
Barr 4	03/20/66	10/224	10/224	56974

18963

C-1

BOOK 242 PAGE 306

CLAIM NAME DATE OF EUREKA CO. ELKO CO. BLM
 SERIAL NO. LOCATION BOOK/PAGE BOOK/PAGE

C. Bazza Claims

CLAIM NAME	DATE OF	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
Bazza 1	05/02/66	011/219		57136
Amended	06/10/87	158/447		
Amended	07/10/89	202/519		
Bazza 2	05/02/66	011/220		57137
Amended	06/10/87	158/450		
Amended	07/10/89	202/519		
Bazza 3	05/02/66	011/221		57138
Amended	06/10/87	158/453		
Amended	07/10/89	202/519		
Bazza 4	05/02/66	011/222		57139
Amended	06/10/87	158/456		
Amended	07/10/89	202/519		
Bazza 5	05/02/66	011/223		57140
Amended	06/10/87	158/459		
Amended	07/10/89	202/519		
Bazza 6	05/02/66	011/224		57141
Amended	06/10/87	158/462		
Amended	07/10/89	202/519		
Bazza 7	05/02/66	011/225		57142
Amended	06/10/87	158/465		
Amended	07/10/89	202/519		

D. Buzz Claims

CLAIM NAME	DATE OF	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
Buzz 1	04/27/83	111/03		268706
Amended	03/08/87	156/73		
Buzz 2	04/27/83	111/04		268707
Amended	03/08/87	156/76		
Buzz 3	04/27/83	111/05		268708
Amended	03/08/87	156/79		

E. Card Claims

CLAIM NAME	DATE OF	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
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

CLAIM NAME	DATE OF	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
Clydesdale 1	05/24/83	112/136		275634
Clydesdale 2	05/24/83	112/137		275635
Clydesdale 3	05/24/83	112/138		275636

18963

C-2

BOOK 242 PAGE 307

CLAIM NAME DATE OF LOCATION BOOK/PAGE EUREKA CO. BOOK/PAGE ELKO CO. SERIAL NO. BLM

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
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. Extension Claims

Extension 1	12/02/87	12/07/88	595/153	450161
Amended Extension 2	12/02/87	12/07/88	664/040	450162
Amended Extension 3	12/02/87	12/07/88	595/155	450163
Amended Extension 4	12/02/87	12/07/88	664/046	450164
Amended Extension 5	12/02/87	12/07/88	595/157	450165
Amended Extension 6	12/02/87	12/07/88	664/052	450166
Amended Extension 7	12/02/87	12/07/88	595/159	450167
Amended Extension 8	12/02/87	12/07/88	664/058	450168
Amended Extension 8	12/02/87	12/07/88	595/160	450168
Amended Extension 8	12/02/87	12/07/88	664/061	450168

18963

C-3

BOOK 242 PAGE 308

CLAIM NAME DATE OF LOCATION BOOK/PAGE EUREKA CO. BOOK/PAGE ELKO CO. SERIAL NO. BLM

Extension 9 12/02/87 12/07/88 664/064 595/161 450169
 Amended Extension 10 12/02/87 12/07/88 664/067 595/162 450170
 Amended Extension 11 12/02/87 12/07/88 664/070 595/163 450171
 Amended Extension 12 12/02/87 12/07/88 664/073 595/164 450172
 Amended Extension 13 12/02/87 12/07/88 664/076 595/165 450173
 Amended Extension 14 12/02/87 12/07/88 664/079 595/166 450174
 Amended Extension 15 12/02/87 12/07/88 664/082 595/167 450175
 Amended Extension 16 12/02/87 12/07/88 664/085 595/168 450176
 Amended Extension 17 12/02/87 12/07/88 664/088 595/169 450177
 Amended Extension 18 12/02/87 12/07/88 664/091 595/170 450178

H. Fox Claims

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

I. 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
 GS Fraction 40 09/12/84 130/480 325248

J. 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

18963

C-4

BOOK 242 PAGE 309

CLAIM NAME DATE OF EUREKA CO. ELKO CO. SERIAL NO.

CLAIM NAME	DATE OF	EUREKA CO.	ELKO CO.	SERIAL NO.
Gold Bug 4F	10/13/87	169/431	169/431	450108
Gold Bug 5	10/13/87	169/432	169/432	450109
Gold Bug 6	10/13/87	169/433	169/433	450110
Gold Bug 7	10/13/87	169/434	169/434	450111
Gold Bug 8	10/09/87	169/435	169/435	450112
Gold Bug 9	10/09/87	169/436	169/436	450113
Gold Bug 10	10/09/87	169/437	169/437	450114
Gold Bug 11	10/09/87	169/438	169/438	450115
Gold Bug 12	10/09/87	169/439	169/439	450116
Gold Bug 13	10/09/87	169/440	169/440	450117
Gold Bug 14	10/09/87	169/441	169/441	450118
Gold Bug 15	10/09/87	169/442	169/442	450119
Gold Bug 16	10/09/87	169/443	169/443	450120
Gold Bug 17	10/09/87	169/444	169/444	450121
Gold Bug 18	10/09/87	169/445	169/445	450122
Gold Bug 19	10/09/87	169/446	169/446	450123
Gold Bug 20	10/09/87	169/447	169/447	450124
Gold Bug 21	10/09/87	169/448	169/448	450125
Gold Bug 22	10/09/87	169/449	169/449	450126
Gold Bug 23	10/09/87	169/450	169/450	450127
Gold Bug 24	10/09/87	169/451	169/451	450128
Gold Bug 25	10/09/87	169/452	169/452	450129
Gold Bug 26	10/09/87	169/453	169/453	450130
Gold Bug 27	10/09/87	169/454	169/454	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
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

18963

C-5

BOOK 242 PAGE 310

CLAIM NAME DATE OF EUREKA CO. ELKO CO. BLM SERIAL NO.

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
Gold Bug 9			Not yet recorded	Not yet filed
Gold Bug 4F			Not yet recorded	Not yet filed

X. 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	595/184	450149
Golden April 19	10/16/87	169/473	595/185	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
Amenaded Golden April 27F	11/04/87		595/188	450157
Amenaded Golden April 28F	11/04/87		595/189	450158
Amenaded Golden April 29	11/04/87		595/190	450159
Amenaded Golden April 30	11/04/87		595/191	450160
Amenaded	12/07/88		664/031	
Amenaded	12/07/88		664/034	
Amenaded	12/07/88		664/037	

BOOK 242 PAGE 311

CLAIM NAME DATE OF LOCATION EUREKA CO. ELKO CO. SERIAL NO.
 BLM

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

CLAIM NAME	DATE OF	LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	SERIAL NO.
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 22	12/20/79	78/193		312/370	136793

L. Golden Boy Claims

Golden Boy 6	11/07/63	02/125	56980
Golden Boy 7	11/07/63	02/126	56981
Golden Boy 8	11/07/63	02/127	56982
Golden Boy 9	11/07/63	02/128	56983
Golden Boy 10	11/07/63	02/129	56984
Golden Boy 11	11/07/63	02/130	56985
Golden Boy 12	11/07/63	02/131	56986

M. Golden Wombat Claims

Golden Wombat 1	02/14/91	221/042	621204
Golden Wombat 2	02/14/91	221/043	621205
Golden Wombat 3	02/14/91	221/044	621206
Golden Wombat 4	02/14/91	221/045	621207
Golden Wombat 5	02/14/91	221/046	621208
Golden Wombat 6	02/14/91	221/047	621209
Golden Wombat 7	02/14/91	221/048	621210
Golden Wombat 8	02/14/91	221/049	621211

18963

C-7

BOOK 242 PAGE 312

Additional Certificates of Location for the Golden Wombat claims appear as follows:

CLAIM NAME DATE OF LOCATION EUREKA CO. ELKO CO. SERIAL NO.

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
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

N. Gold Strike Claims

Gold Strike 1	02/12/63	02/24/70	034/359	57154
Amdended				
Gold Strike 2	02/12/63	02/24/70	034/360	57155
Amdended				
Gold Strike 3	02/12/63	02/24/70	034/361	57156
Amdended				
Gold Strike 4	02/12/63	02/24/70	034/362	57157
Amdended				
Gold Strike 5	02/12/63	02/24/70	034/363	57158
Amdended				
Gold Strike 6	02/12/63	02/24/70	034/364	57159
Amdended				
Gold Strike 7	02/12/63	02/24/70	034/365	57160
Amdended				
Gold Strike 8	02/12/63	02/24/70	034/366	57161
Amdended				
Gold Strike 9	02/12/63	02/24/70	034/367	57162
Amdended				
Gold Strike 10	02/12/63	02/24/70	034/368	57163
Amdended				
Gold Strike 11	02/12/63	02/24/70	034/369	57164
Amdended				
Gold Strike 12	02/12/63	02/24/70	034/370	57165
Amdended				
Amdended				
Amdended				

BOOK 242 PAGE 3 | 3

C-8

18963

CLAIM NAME DATE OF LOCATION EUREKA CO. ELKO CO. SERIAL NO.

Gold Strike 30	02/12/63	N/161	57183
Amended	02/24/70	034/388	
Amended	05/17/91	222/452	
Gold Strike 31	02/12/63	N/162	57184
Amended	02/24/70	034/389	
Amended	05/17/91	222/454	
Gold Strike 32	02/12/63	N/163	57185
Amended	02/24/70	034/390	
Amended	05/17/91	222/456	
Gold Strike 33	02/12/63	N/164	57186
Amended	02/24/70	034/391	
Amended	05/17/91	222/458	
Gold Strike 34	02/12/63	N/165	57187
Amended	02/24/70	034/392	
Amended	05/17/91	222/460	
Gold Strike 35	02/12/63	N/166	57188
Amended	02/24/70	034/393	
Gold Strike 36	02/12/63	N/167	57189
Amended	02/24/70	034/394	
Goldstrike 37F	04/23/91	222/401	624693
Goldstrike 38F	11/14/91	231/480	641522
Goldstrike 39F	11/14/91	231/481	641523
Goldstrike 40F	11/14/91	231/482	641524
Goldstrike 41F	01/23/92	231/483	641525

O. H20 Millsties

H20 1	01/14/91	221/209	621212
H20 2	01/14/91	221/210	621213
H20 3	01/09/91	221/211	621214
H20 4	01/09/91	221/212	621215
H20 5	01/09/91	221/213	621216
H20 6	01/09/91	221/214	621217
H20 7	01/09/91	221/215	621218
H20 8	01/09/91	221/216	621219
H20 9	01/09/91	221/217	621220
H20 10	01/10/91	221/218	621221
H20 11	01/10/91	221/219	621222
H20 12	01/10/91	221/220	621223
H20 13	01/10/91	221/221	621224
H20 14	01/10/91	221/222	621225
H20 15	01/10/91	221/223	621226
H20 16	01/10/91	221/224	621227
H20 17	01/14/91	221/225	621228
H20 18	01/14/91	221/226	621229
H20 19	01/14/91	221/227	621230
H20 20	01/14/91	221/228	621231
H20 21	01/10/91	221/229	621232

18963

C-10

BOOK 242 PAGE 315

CLAIM NAME DATE OF BUREKA CO. ELKO CO. SERIAL NO.

H2O 22	01/10/91	221/230	221/233	621233
H2O 23	01/16/91	221/231	221/234	621234
H2O 24	01/16/91	221/232	221/235	621235
H2O 25	01/16/91	221/233	221/236	621236
H2O 26	01/17/91	221/234	221/237	621237
H2O 27	01/17/91	221/235	221/238	621238
H2O 28	01/17/91	221/236	221/239	621239
H2O 29	01/17/91	221/237	221/240	621240
H2O 30	01/16/91	221/238	221/241	621241
H2O 31	01/16/91	221/239	221/242	621242
H2O 32	01/16/91	221/240	221/243	621243
H2O 33	01/16/91	221/241	221/244	621244
H2O 34	01/10/91	221/242	221/245	621245
H2O 35	01/14/91	221/243	221/246	621246
H2O 36	01/14/91	221/244	221/247	621247
H2O 37	02/01/91	221/245	221/248	621248
H2O 38	02/01/91	221/246	221/249	621249
H2O 39	01/30/91	221/247	221/250	621250
H2O 40	01/30/91	221/248	221/251	621251
H2O 41	01/23/91	221/249	221/252	621252
H2O 42	01/23/91	221/250	221/253	621253
H2O 43	01/23/91	221/251	221/254	621254
H2O 44	01/23/91	221/252	221/255	621255
H2O 45	01/23/91	221/253	221/256	621256
H2O 46	01/23/91	221/254	221/257	621257
H2O 47	01/23/91	221/255	221/258	621258
H2O 48	01/24/91	221/256	221/259	621259
H2O 49	01/24/91	221/257	221/260	621260
H2O 50	01/30/91	221/258	221/261	621261
H2O 51	01/31/91	221/259	221/262	621262
H2O 52	01/31/91	221/260	221/263	621263
H2O 53	01/29/91	221/261	221/264	621264
H2O 54	01/29/91	221/262	221/265	621265
H2O 55	01/24/91	221/263	221/266	621266
H2O 56	01/24/91	221/264	221/267	621267
H2O 57	01/23/91	221/265	221/268	621268
H2O 58	01/23/91	221/266	221/269	621269
H2O 59	01/22/91	221/267	221/270	621270
H2O 60	01/22/91	221/268	221/271	621271
H2O 61	01/22/91	221/269	221/272	621272
H2O 62	01/22/91	221/270	221/273	621273
H2O 63	01/22/91	221/271	221/274	621274
H2O 64	01/23/91	221/272	221/275	621275
H2O 65	01/29/91	221/273	221/276	621276
H2O 66	01/29/91	221/274	221/277	621277
H2O 67	01/29/91	221/275	221/278	621278
H2O 68	01/29/91	221/276	221/279	621279

18963

C-11

BOOK 242 PAGE 316

CLAIM NAME DATE OF EUREKA CO. ELKO CO. SERIAL NO.

P. H111 Claims

H111 14	09/27/87	169/415	595/205	450065
H111 15	09/27/87	169/416	595/206	450066
H111 16	09/27/87		595/207	450067
H111 17	09/27/87		595/208	450068
H111 38				450090
H111 39	09/12/87	169/417		450091
H111 40	09/12/87	169/418		450091
H111 46F				450098
H111 47F	10/06/87	169/425		450099
H111 48F	09/12/87	193/519		450100
H111 49F	09/27/87	169/426		450101
H111 50F	09/27/87	169/427		450102
H111 51F	09/21/87			450103
H111 52F	12/02/87			450104
H111 53F	12/02/87			
Amended	12/02/88			

Q. 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
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

18963

C-12

BOOK 242 PAGE 317

CLAIM NAME DATE OF EUREKA CO. ELKO CO. BLM SERIAL NO.

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

R. NB Millsites

NB# 1	09/17/92	797/115	662035
NB# 2	09/17/92	797/116	662036
NB# 3	09/17/92	797/117	662037
NB# 4	09/17/92	797/118	662038
NB# 5	09/17/92	797/119	662039
NB# 6	09/17/92	797/120	662040
NB# 7	09/17/92	797/121	662041
NB# 8	09/17/92	797/122	662042
NB# 9	09/17/92	797/123	662043
NB# 10	09/17/92	797/124	662044
NB# 11	09/17/92	797/125	662045
NB# 12	09/17/92	797/126	662046
NB# 13	09/17/92	797/127	662047
NB# 14	09/17/92	797/128	662048
NB# 15	09/17/92	797/129	662049
NB# 16	09/17/92	797/130	662050
NB# 17	09/17/92	797/131	662051
NB# 18	09/17/92	797/132	662052
NB# 19	09/17/92	797/133	662053
NB# 20	09/17/92	797/134	662054
NB# 21	09/17/92	797/135	662055
NB# 22	09/17/92	797/136	662056
NB# 23	09/17/92	797/137	662057
NB# 24	09/17/92	797/138	662058
NB# 25	09/17/92	797/139	662059
NB# 26	09/17/92	797/140	662060
NB# 27	09/17/92	797/141	662061
NB# 28	09/17/92	797/142	662062
NB# 29	09/17/92	797/143	662063
NB# 30	09/17/92	797/144	662064
NB# 31	09/17/92	797/145	662065
NB# 32	09/17/92	797/146	662066
NB# 33	09/17/92	797/147	662067

Amended

18963

C-13

BOOK 242 PAGE 318

CLAIM NAME DATE OF LOCATION EUREKA CO. BOOK/PAGE ELKO CO. BOOK/PAGE BLM SERIAL NO.

NB# 34	09/17/92		797/148	662068
NB# 35	09/17/92		797/149	662069
NB# 36	09/17/92		797/150	662070
NB# 37	09/17/92		797/151	662071
NB# 38	09/17/92		797/152	662072
NB# 39	09/17/92		797/153	662073
NB# 40	09/17/92		797/154	662074
NB# 41	09/17/92		797/155	662075
NB# 42	09/17/92		797/156	662076
NB# 43	09/17/92		797/157	662077
NB# 44	09/17/92		797/158	662078
NB# 45	09/17/92		797/159	662079
NB# 46	09/17/92		797/160	662080
NB# 47	09/17/92		797/161	662081
NB# 48	09/17/92		797/162	662082
NB# 49	09/17/92		797/163	662083
NB# 50	09/17/92		797/164	662084
NB# 51	09/17/92		797/165	662085
NB# 52	09/17/92		797/166	662086
NB# 53	09/17/92		797/167	662087
NB# 54	09/17/92		797/168	662088
NB# 55	09/17/92		797/169	662089
NB# 56	09/17/92		797/170	662090
NB# 57	09/17/92		797/171	662091
NB# 58	09/17/92		797/172	662092
NB# 59	09/17/92		797/173	662093
NB# 60	09/17/92		797/174	662094
NB# 61	09/17/92		797/175	662095
NB# 62	09/17/92		797/176	662096
NB# 63	09/17/92		797/177	662097
NB# 64	09/17/92		797/178	662098
NB# 65	09/19/92	239/045	797/179	662099
NB# 66	09/19/92	239/046	797/180	662100
NB# 67	09/19/92	239/047	797/181	662101
NB# 68	09/19/92	239/048	797/182	662102
NB# 69	09/19/92	239/049		662103
NB# 70	09/19/92	239/050		662104
NB# 71	09/19/92	239/051		662105
NB# 72	09/19/92	239/052		662106
NB# 73	09/19/92	239/053		662107
NB# 74	09/19/92	239/054		662108
NB# 75	09/19/92	239/055		662109
NB# 76	09/19/92	239/056		662110
NB# 77	09/19/92	239/057		662111
NB# 78	09/19/92	239/058		662112
NB# 79	09/19/92	239/059		662113
NB# 80	09/19/92	239/060		662114
NB# 81	09/19/92	239/061		662115
NB# 82	09/19/92	239/062		662116

18963

C-14

BOOK 242 PAGE 319

CLAIM NAME

NB# 83
NB# 84
NB# 85
NB# 86
Amended

NB# 87
NB# 88
NB# 89
NB# 90
NB# 91
NB# 92
NB# 93
NB# 94
NB# 95
NB# 96
NB# 97
NB# 98
NB# 99

NB# 100
NB# 101
NB# 102
NB# 103
NB# 104
NB# 105
NB# 106
NB# 107
NB# 108
NB# 109
NB# 110
NB# 111
NB# 112
NB# 113
NB# 114
NB# 115
NB# 116
NB# 117
NB# 118
NB# 119
NB# 120
NB# 121
NB# 122
NB# 123
NB# 124
NB# 125
NB# 126
NB# 127
NB# 128
NB# 129
NB# 130

18963

DATE OF
LOCATION

EUREKA CO.
BOOK/PAGE

ELKO CO.
BOOK/PAGE

BLM
SERIAL NO.

239/063
239/064
239/065
239/066
239/305
239/067
239/068

239/069
239/070
239/071
239/072
239/073
239/074
239/075
239/076
239/077
239/078
239/079
239/080
239/081
239/082
239/083
239/084
239/085
239/086
239/087
239/088
239/089
239/090
239/091
239/092
239/093
239/094

797/183
797/184
797/185
797/186
797/187
797/188
797/189
797/190
797/191
797/192
797/193
797/194
797/195
797/196
797/197
797/198
797/199
797/200
797/201
797/202
797/203
797/204
797/205
797/206

662117
662118
662119
662120
662121
662122
662123
662124
662125
662126
662127
662128
662129
662130
662131
662132
662133
662134
662135
662136
662137
662138
662139
662140
662141
662142
662143
662144
662145
662146
662147
662148
662149
662150
662151
662152
662153
662154
662155
662156
662157
662158
662159
662160
662161
662162
662163
662164

BOOK 242 PAGE 320

C-15

CLAIM NAME	DATE OF	LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
NB# 131	09/19/92	239/095			662165
NB# 132	09/19/92	239/096			662166
NB# 133	09/19/92	239/097			662167
NB# 134	09/19/92	239/098			662168
NB# 135	09/19/92	239/099			662169
NB# 136	09/19/92	239/100			662170
NB# 137	09/17/92		797/207		662171
NB# 138	09/17/92		797/208		662172
NB# 139	09/17/92		797/209		662173
NB# 140	09/17/92		797/210		662174
NB# 141	09/17/92		797/211		662175
NB# 142	09/17/92		797/212		662176
NB# 143	09/17/92		797/213		662177
NB# 144	09/17/92		797/214		662178
NB# 145	09/17/92		797/215		662179
NB# 146	09/17/92		797/216		662180
NB# 147	09/17/92		797/217		662181
NB# 148	09/17/92		797/218		662182
NB# 149	09/17/92		797/219		662183
NB# 150	09/17/92		797/220		662184
NB# 151	09/17/92		797/221		662185
NB# 152	09/17/92		797/222		662186
NB# 153	09/19/92	239/101	797/223		662187
NB# 154	09/19/92	239/102	797/224		662188
NB# 155	09/19/92	239/103	797/225		662189
NB# 156	09/19/92	239/104	797/226		662190
NB# 157	09/19/92	239/105			662191
NB# 158	09/19/92	239/106			662192
NB# 159	09/19/92	239/107			662193
NB# 160	09/19/92	239/108			662194
NB# 161	09/19/92	239/109	797/227		662195
NB# 162	09/19/92	239/110	797/228		662196
NB# 163	09/19/92	239/111	797/229		662197
NB# 164	09/19/92	239/112	797/230		662198
NB# 165	09/19/92	239/113			662199
NB# 166	09/19/92	239/114			662200
NB# 167	09/19/92	239/115			662201
NB# 168	09/19/92	239/116			662202
NB# 169	09/19/92	239/117			662203
NB# 170	09/19/92	239/118			662204
NB# 171	09/19/92	239/119			662205
NB# 172	09/19/92	239/120			662206
NB# 173	09/19/92	239/121			662207
NB# 174	09/19/92	239/122			662208
NB# 175	09/19/92	239/123			662209
NB# 176	09/19/92	239/124			662210
NB# 177	09/19/92	239/125			662211
NB# 178	09/19/92	239/126			662212
NB# 179	09/19/92	239/127			662213

18963

C-16

BOOK 242 PAGE 321

CLAIM NAME DATE OF LOCATION BOOK/PAGE EUREKA CO. BOOK/PAGE ELKO CO. SERIAL NO. BLM

NB# 180 09/19/92 239/128
 NB# 181 09/19/92 239/129
 NB# 182 09/19/92 239/130
 NB# 183 09/19/92 239/131
 NB# 184 09/19/92 239/132
 NB# 185 09/17/92
 NB# 186 09/17/92
 NB# 187 09/17/92
 NB# 188 09/17/92
 NB# 189 09/17/92
 NB# 190 09/17/92
 NB# 191 09/17/92
 NB# 192 09/17/92
 NB# 193 09/19/92 239/133
 NB# 194 09/19/92 239/134
 NB# 195 09/19/92 239/135
 NB# 196 09/19/92 239/136
 NB# 197 09/19/92 239/137
 NB# 198 09/19/92 239/138
 NB# 199 09/19/92 239/139
 NB# 200 09/19/92 239/140
 NB# 201 09/19/92 239/141
 NB# 202 09/19/92 239/142
 NB# 203 09/19/92 239/143
 NB# 204 09/19/92 239/144
 NB# 205 09/19/92 239/145
 NB# 206 09/19/92 239/146
 NB# 207 09/19/92 239/147
 NB# 208 09/19/92 239/148
 662214 239/128
 662215 239/129
 662216 239/130
 662217 239/131
 662218 239/132
 662219 797/231
 662220 797/232
 662221 797/233
 662222 797/234
 662223 797/235
 662224 797/236
 662225 797/237
 662226 797/238
 662227 797/239
 662228 797/240
 662229 797/241
 662230 797/242
 662231 239/137
 662232 239/138
 662233 239/139
 662234 239/140
 662235 239/141
 662236 239/142
 662237 239/143
 662238 239/144
 662239 239/145
 662240 239/146
 662241 239/147
 662242 239/148

S. Patron Claims

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

T. Post Claims

Post 1 10/14/66 013/415
 Amended 05/17/91 222/462
 Post 2 10/14/66 013/417
 Amended 05/17/91 222/464
 Post 3 04/20/82 102/337
 Amended 05/17/91 222/466
 57146 013/415
 57147 013/417
 239665 222/466

18963

C-17

BOOK 242 PAGE 322

CLAIM NAME DATE OF LOCATION BOOK/PAGE EUREKA CO. BOOK/PAGE ELKO CO. SERIAL NO. BLM

Post 4 04/20/82 102/338 222/468 05/17/91 222/470 57150
 Amended 10/14/66 013/423 222/470 05/17/91 222/472 57151
 Post 6 10/14/66 013/425 222/472 05/17/91 222/474 239668
 Amended 04/20/82 04/20/82 222/476 05/17/91 222/476 239667
 Post Extension 04/20/82 102/340 222/476 05/17/91 222/476 239668
 Amended 05/17/91 222/472 222/472 05/17/91 222/472 239668
 Post Fraction 04/20/82 102/339 222/474 05/17/91 222/474 239667

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

Post 3 10/14/66 013/419 013/419 57148
 Post 4 10/14/66 013/421 013/421 57149
 Post Extension 06/08/68 025/425 025/425 57152
 Post Fraction 06/08/68 025/426 025/426 57153

U. Rodeo Claims

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

V. Rod Claims

Rod 1 05/12/87 158/351 158/351 412472
 Rod 2 05/12/87 158/352 158/352 412473
 Rod 3 05/12/87 158/353 158/353 412474
 Rod 4 05/12/87 158/354 158/354 412475
 Rod 5 05/12/87 158/355 158/355 412476
 Rod 6 05/12/87 158/356 158/356 412477
 Rod 7 05/12/87 158/357 158/357 412478
 Rod 8 05/12/87 158/358 158/358 412479
 Rod 9 05/12/87 158/359 158/359 412480
 Rod 10 05/12/87 158/360 158/360 412481
 Rod 11 05/12/87 158/361 158/361 412482
 Rod 12 05/12/87 158/362 158/362 412483
 Rod 13 05/12/87 158/363 158/363 412484
 Rod 14 05/12/87 158/364 158/364 412485
 Rod 15 05/12/87 158/365 158/365 412486

18963

C-18

BOOK 242 PAGE 323

CLAIM NAME	DATE OF	LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
Rod 16	05/12/87	158/366	158/366	412487	412487
Rod 17	05/13/87	158/367	158/367	412488	412488
Rod 18	05/13/87	158/368	158/368	412489	412489
Rod 19	05/13/87	158/369	158/369	412490	412490
Rod 20	05/13/87	158/370	158/370	412491	412491
Rod 21	05/13/87	158/371	158/371	412492	412492
Rod 22	05/13/87	158/372	158/372	412493	412493
Rod 23	05/13/87	158/373	158/373	412494	412494
Rod 24	05/13/87	158/374	158/374	412495	412495
Rod 25	05/13/87	158/375	158/375	412496	412496
Rod 26	05/13/87	158/376	158/376	412497	412497
Rod 27	05/13/87	158/377	158/377	412498	412498
Rod 28	05/13/87	158/378	158/378	412499	412499
Rod 29	05/13/87	158/379	158/379	412500	412500
Rod 30	05/13/87	158/380	158/380	412501	412501
Rod 31	05/13/87	158/381	158/381	412502	412502
Rod 32	05/13/87	158/382	158/382	412503	412503

W. SJ Claims

SJ 1	01/15/88	175/196	175/196	471413	471413
Amded	07/10/89	202/516	202/516	471414	471414
SJ 2	01/15/88	175/197	175/197	471415	471415
Amded	07/10/89	202/516	202/516	471416	471416
SJ 3	01/15/88	175/198	175/198	471417	471417
Amded	07/10/89	202/516	202/516	471418	471418
SJ 4	01/15/88	175/199	175/199	471419	471419
Amded	07/10/89	202/516	202/516	471420	471420
SJ 5	01/15/88	175/200	175/200	471421	471421
Amded	07/10/89	202/516	202/516	471422	471422
SJ 6	01/15/88	175/201	175/201	471423	471423
Amded	07/10/89	202/516	202/516	471424	471424
SJ 7	01/15/88	175/202	175/202	471425	471425
Amded	07/10/89	202/516	202/516	471426	471426
SJ 8	01/15/88	175/203	175/203		
Amded	07/10/89	202/516	202/516		
SJ 9	01/15/88	175/204	175/204		
Amded	07/10/89	202/516	202/516		
SJ 10	01/15/88	175/205	175/205		
Amded	07/10/89	202/516	202/516		
SJ 11	01/15/88	175/206	175/206		
Amded	07/10/89	202/516	202/516		
SJ 12	01/15/88	175/207	175/207		
Amded	07/10/89	202/516	202/516		
SJ 13	01/15/88	175/208	175/208		
Amded	07/10/89	202/516	202/516		
SJ 14	01/15/88	175/209	175/209		
Amded	07/10/89	202/516	202/516		

18963

C-19

BOOK 242 PAGE 324

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

CLAIM NAME DATE OF LOCATION EUREKA CO. BOOK/PAGE ELKO CO. BOOK/PAGE SERIAL NO. BLM

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
SJ 13	07/16/87	162/063	427388
SJ 14	07/16/87	162/064	427389

SJ 1	08/14/75	052/327	73188
SJ 2	08/14/75	052/328	73189
SJ 3	08/14/75	052/329	73190
SJ 4	08/14/75	052/330	73191
SJ 5	08/14/75	052/331	73192
SJ 6	08/14/75	052/332	73193
SJ 7	08/14/75	052/333	73194
SJ 8	08/14/75	052/334	73195
SJ 9	08/14/75	052/335	73196
SJ 10	08/14/75	052/336	73197
SJ 11	08/14/75	052/337	73198
SJ 12	08/14/75	052/338	73199
SJ 13	08/14/75	052/339	73200
SJ 14	08/14/75	052/340	73201

X. Stewart Claims

Stewart	09/24/78	066/518	39429
Stewart 1	09/24/78	066/519	39430
Stewart 2	09/24/78	066/520	39431
Stewart 3	09/24/78	066/521	39432
Stewart 4	09/24/78	066/522	39433
Stewart 5	09/24/78	066/523	39434

Y. WB Millistes

WB# 1	09/15/92	238/445	661376
WB# 2	09/15/92	238/446	661377
WB# 3	09/15/92	238/447	661378

18963

C-20

BOOK 242 PAGE 325

CLAIM NAME DATE OF LOCATION EUREKA CO. BOOK/PAGE ELKO CO. BOOK/PAGE BLM SERIAL NO.

WB# 4	09/15/92	238/448	661379
WB# 5	09/15/92	238/449	661380
WB# 6	09/15/92	238/450	661381
WB# 7	09/15/92	238/451	661382
WB# 8	09/15/92	238/452	661383
WB# 9	09/15/92	238/453	661384
WB# 10	09/15/92	238/454	661385
WB# 11	09/15/92	238/455	661386
WB# 12	09/15/92	238/456	661387
WB# 13	09/15/92	238/457	661388
WB# 14	09/15/92	238/458	661389
WB# 15	09/15/92	238/459	661390
WB# 16	09/15/92	238/460	661391
WB# 17	09/15/92	238/461	661392
WB# 18	09/15/92	238/462	661393
WB# 19	09/15/92	238/463	661394
WB# 20	09/15/92	238/464	661395
WB# 21	09/15/92	238/465	661396
WB# 22	09/15/92	238/466	661397
WB# 23	09/15/92	238/467	661398
WB# 24	09/15/92	238/468	661399
WB# 25	09/15/92	238/469	661400
WB# 26	09/15/92	238/470	661401
WB# 27	09/15/92	238/471	661402
WB# 28	09/15/92	238/472	661403
WB# 29	09/15/92	238/473	661404
WB# 30	09/15/92	238/474	661405
WB# 31	09/15/92	238/475	661406
WB# 32	09/15/92	238/476	661407
WB# 33	09/15/92	238/477	661408
WB# 34	09/15/92	238/478	661409
WB# 35	09/15/92	238/479	661410
WB# 36	09/15/92	238/480	661411
WB# 37	09/15/92	238/481	661412
WB# 38	09/15/92	238/482	661413
WB# 39	09/15/92	238/483	661414
WB# 40	09/15/92	238/484	661415
WB# 41	09/15/92	238/485	661416
WB# 42	09/15/92	238/486	661417
WB# 43	09/15/92	238/487	661418
WB# 44	09/15/92	238/488	661419
WB# 45	09/15/92	238/489	661420
WB# 46	09/15/92	238/490	661421
WB# 47	09/15/92	238/491	661422
WB# 48	09/15/92	238/492	661423
WB# 49	09/16/92	238/493	661424
WB# 50	09/16/92	238/494	661425
WB# 51	09/16/92	238/495	661426
WB# 52	09/16/92	238/496	661427

18963

C-21

BOOK 242 PAGE 326

CLAIM NAME DATE OF LOCATION EUREKA CO. ELKO CO. SERIAL NO. BLM

WB# 53	09/16/92	238/497	661428
WB# 54	09/16/92	238/498	661429
WB# 55	09/16/92	238/499	661430
WB# 56	09/14/92	238/500	661431
WB# 57	09/15/92	238/501	661432
WB# 58	09/15/92	238/502	661433
WB# 59	09/15/92	238/503	661434
WB# 60	09/15/92	238/504	661435
WB# 61	09/15/92	238/505	661436
WB# 62	09/15/92	238/506	661437
WB# 63	09/15/92	238/507	661438
WB# 64	09/15/92	238/508	661439
WB# 65	09/16/92	238/509	661440
WB# 66	09/16/92	238/510	661441
WB# 67	09/16/92	238/511	661442
WB# 68	09/16/92	238/512	661443
WB# 69	09/16/92	238/513	661444
WB# 70	09/16/92	238/514	661445
WB# 71	09/16/92	238/515	661446
WB# 72	09/16/92	238/516	661447
WB# 73	09/16/92	238/517	661448
WB# 74	09/16/92	238/518	661449
WB# 75	09/16/92	238/519	661450
WB# 76	09/16/92	238/520	661451
WB# 77	09/16/92	238/521	661452
WB# 78	09/16/92	238/522	661453
WB# 79	09/16/92	238/523	661454
WB# 80	09/16/92	238/524	661455
WB# 81	09/16/92	238/525	661456
WB# 82	09/16/92	238/526	661457
WB# 83	09/16/92	238/527	661458
WB# 84	09/16/92	238/528	661459
WB# 85	09/16/92	238/529	661460
WB# 86	09/16/92	238/530	661461
WB# 87	09/16/92	238/531	661462
WB# 88	09/16/92	238/532	661463
WB# 89	09/16/92	238/533	661464
WB# 90	09/16/92	238/534	661465
WB# 91	09/16/92	238/535	661466
WB# 92	09/16/92	238/536	661467
WB# 93	09/16/92	238/537	661468
WB# 94	09/16/92	238/538	661469
WB# 95	09/16/92	238/539	661470
WB# 96	09/16/92	238/540	661471
WB# 97	09/16/92	238/541	661472
WB# 98	09/16/92	238/542	661473
WB# 99	09/16/92	238/543	661474
WB# 100	09/16/92	238/544	661475
WB# 101	09/16/92	238/545	661476

18963

C-22

BOOK 242 PAGE 327

CLAIM NAME	DATE OF	EUREKA CO.	ELKO CO.	SERIAL NO.
	LOCATION	BOOK/PAGE	BOOK/PAGE	
WB# 102	09/16/92	238/546	238/547	661477
WB# 103	09/16/92	238/547	238/548	661478
WB# 104	09/16/92	238/548	238/549	661479
WB# 105	09/16/92	238/549	238/550	661480
WB# 106	09/16/92	238/550	238/551	661481
WB# 107	09/16/92	238/551	238/552	661482
WB# 108	09/16/92	238/552	238/553	661483
WB# 109	09/16/92	238/553	238/554	661484
WB# 110	09/16/92	238/554	238/555	661485
WB# 111	09/16/92	238/555	238/556	661486
WB# 112	09/16/92	238/556	238/557	661487
WB# 113	09/16/92	238/557	238/558	661488
WB# 114	09/16/92	238/558	238/559	661489
WB# 115	09/16/92	238/559	238/560	661490
WB# 116	09/16/92	238/560	238/561	661491
WB# 117	09/14/92	238/561	238/562	661492
WB# 118	09/14/92	238/562	238/563	661493
WB# 119	09/16/92	238/563	238/564	661494
WB# 120	09/16/92	238/564	238/565	661495
WB# 121	09/16/92	238/565	238/566	661496
WB# 122	09/16/92	238/566	238/567	661497
WB# 123	09/16/92	238/567	238/568	661498
WB# 124	09/16/92	238/568	238/569	661499
WB# 125	09/16/92	238/569	238/570	661500
WB# 126	09/16/92	238/570	238/571	661501
WB# 127	09/16/92	238/571	238/572	661502
WB# 128	09/16/92	238/572	238/573	661503
WB# 129	09/14/92	238/573	238/574	661504
WB# 130	09/14/92	238/574	238/575	661505
WB# 131	09/14/92	238/575	238/576	661506
WB# 132	09/14/92	238/576	238/577	661507
WB# 133	09/14/92	238/577	238/578	661508
WB# 134	09/14/92	238/578	238/579	661509
WB# 135	09/14/92	238/579	238/580	661510
WB# 136	09/14/92	238/580	238/581	661511
WB# 137	09/16/92	238/581	238/582	661512
WB# 138	09/16/92	238/582	238/583	661513
WB# 139	09/16/92	238/583	238/584	661514
WB# 140	09/16/92	238/584	238/585	661515
WB# 141	09/16/92	238/585	238/586	661516
WB# 142	09/16/92	238/586	238/587	661517
WB# 143	09/16/92	238/587	238/588	661518
WB# 144	09/16/92	238/588	238/589	661519
WB# 145	09/16/92	238/589	238/590	661520
WB# 146	09/16/92	238/590	238/591	661521
WB# 147	09/16/92	238/591	238/592	661522
WB# 148	09/16/92	238/592	238/593	661523
WB# 149	09/16/92	238/593	238/594	661524
WB# 150	09/16/92	238/594		661525

18963

C-23

BOOK 242 PAGE 328

CLAIM NAME	DATE OF	EUREKA CO.	ELKO CO.	BLM
	LOCATION	BOOK/PAGE	BOOK/PAGE	SERIAL NO.
WB# 151	09/14/92	238/595	238/595	661526
WB# 152	09/14/92	238/596	238/596	661527
WB# 153	09/16/92	238/597	238/597	661528
WB# 154	09/16/92	238/598	238/598	661529
WB# 155	09/16/92	238/599	238/599	661530
WB# 156	09/16/92	238/600	238/600	661531
WB# 157	09/16/92	238/601	238/601	661532
WB# 158	09/16/92	238/602	238/602	661533
WB# 159	09/16/92	238/603	238/603	661534
WB# 160	09/16/92	238/604	238/604	661535

Z. WS Millsites

WS 1	10/17/86	153/213	232/270	390414
Amded	02/25/92	10/17/86	153/214	390415
WS 2	10/17/86	232/271	232/271	390416
Amded	02/25/92	10/17/86	153/215	390417
WS 3	10/17/86	232/272	232/272	390418
Amded	02/25/92	10/17/86	153/216	390419
WS 4	10/17/86	232/273	232/273	390420
Amded	02/25/92	10/17/86	153/217	390421
WS 5	10/17/86	232/274	232/274	390422
Amded	02/25/92	10/17/86	153/218	390423
WS 6	10/17/86	232/275	232/275	390424
Amded	02/25/92	10/17/86	153/219	390425
WS 7	10/17/86	232/276	232/276	390426
Amded	02/25/92	10/17/86	153/220	390427
WS 8	10/17/86	232/277	232/277	390428
Amded	02/25/92	10/17/86	153/221	390429
WS 9	10/17/86	232/278	232/278	390430
Amded	02/25/92	10/17/86	153/222	390431
WS 10	10/17/86	232/279	232/279	390432
Amded	02/25/92	10/17/86	153/223	390433
WS 11	10/17/86	232/280	232/280	390434
Amded	02/25/92	10/17/86	153/224	390435
WS 12	10/17/86	232/281	232/281	390436
Amded	02/25/92	10/17/86	153/225	390437
WS 13	10/17/86	232/282	232/282	390438
Amded	02/25/92	10/17/86	153/226	390439
WS 14	10/18/86	232/283	232/283	390440
Amded	02/25/92	10/18/86	153/227	390441
WS 15	10/18/86	232/284	232/284	390442
Amded	02/25/92	10/18/86	153/228	390443
WS 16	10/18/86	232/285	232/285	390444
Amded	02/25/92	10/18/86	153/229	390445
WS 17	10/18/86	232/286	232/286	390446
Amded	02/25/92	10/18/86	153/230	390447
WS 18	10/18/86	232/287	232/287	390448

18963

C-24

BOOK 242 PAGE 329

CLAIM NAME

DATE OF LOCATION

BUREKA CO. BOOK/PAGE

ELKO CO. BOOK/PAGE

BLM SERIAL NO.

CLAIM NAME	DATE OF LOCATION	BUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
WS 19	10/18/86	153/231	232/286	390432
Amended	02/25/92	153/232	232/287	390433
WS 20	10/18/86	153/233	232/288	390434
Amended	02/25/92	153/234	232/289	390435
WS 21	10/18/86	153/235	232/290	390436
Amended	02/25/92	153/236	232/291	390437
WS 22	10/18/86	153/237	232/292	390438
Amended	02/25/92	153/238	232/293	390439
WS 23	10/18/86	153/239	232/294	390440
Amended	02/25/92	153/240	232/295	390441
WS 24	10/18/86	153/241	232/296	390442
Amended	02/25/92	153/242	232/297	390443
WS 25	10/18/86	153/243	232/298	390444
Amended	02/25/92	153/244	232/299	390445
WS 26	10/18/86	153/245	232/300	390446
Amended	02/25/92	153/246	232/301	390447
WS 27	10/18/86	153/247	232/302	390448
Amended	02/25/92	153/248	232/303	390449
WS 28	10/18/86	153/249	232/304	390450
Amended	02/25/92	153/250	232/305	390451
WS 29	10/18/86	153/251	232/306	390452
Amended	02/25/92	153/252	232/307	390453
WS 30	10/18/86	153/253	232/308	390454
Amended	02/25/92	153/254	232/309	390455
WS 31	10/18/86	153/255	232/310	
Amended	02/25/92	153/256	232/311	
WS 32	10/18/86	153/257	232/312	
Amended	02/25/92	153/258	232/313	
WS 33	10/18/86	153/259	232/314	
Amended	02/25/92	153/260	232/315	
WS 34	10/18/86	153/261	232/316	
Amended	02/25/92	153/262	232/317	
WS 35	10/18/86	153/263	232/318	
Amended	02/25/92	153/264	232/319	
WS 36	10/18/86	153/265	232/320	
Amended	02/25/92	153/266	232/321	
WS 37	10/18/86	153/267	232/322	
Amended	02/25/92	153/268	232/323	
WS 38	10/18/86	153/269	232/324	
Amended	02/25/92	153/270	232/325	
WS 39	10/18/86	153/271	232/326	
Amended	02/25/92	153/272	232/327	
WS 40	10/18/86	153/273	232/328	
Amended	02/25/92	153/274	232/329	
WS 41	10/18/86	153/275	232/330	
Amended	02/25/92	153/276	232/331	
WS 42	10/18/86	153/277	232/332	
Amended	02/25/92	153/278	232/333	

BOOK 242 PAGE 330

C-25

18963

CLAIM NAME DATE OF LOCATION BOOK/PAGE EUREKA CO. BOOK/PAGE ELKO CO. BLM SERIAL NO.

WS 43	Amended	10/18/86	153/255	390456
WS 44	Amended	02/25/92	153/256	390457
WS 45	Amended	10/18/86	153/257	390458
WS 46	Amended	02/25/92	232/312	390459
WS 47	Amended	10/18/86	153/259	390460
WS 48	Amended	02/25/92	232/314	390461
WS 49	Amended	10/18/86	153/261	390462
Amended	Amended	02/25/92	232/316	390463
WS 50	Amended	10/18/86	153/262	390464
WS 51	Amended	02/25/92	232/317	390465
WS 52	Amended	10/19/86	153/263	390466
WS 53	Amended	10/19/86	153/264	390467
WS 54	Amended	02/25/92	232/318	390468
WS 55	Amended	10/19/86	153/266	390469
WS 56	Amended	02/25/92	232/320	390470
WS 57	Amended	10/19/86	153/268	390471
Amended	Amended	02/25/92	232/321	390472
WS 58	Amended	10/19/86	153/269	390473
WS 59	Amended	02/25/92	232/322	390474
WS 60	Amended	10/19/86	153/270	390475
Amended	Amended	02/25/92	232/323	390476
WS 61	Amended	10/19/86	153/271	390477
Amended	Amended	02/25/92	232/324	390478
WS 62	Amended	10/19/86	153/272	390479
WS 63	Amended	02/25/92	232/325	390480
WS 64	Amended	10/19/86	153/273	
Amended	Amended	02/25/92	232/326	
WS 65	Amended	10/19/86	153/274	
Amended	Amended	02/25/92	232/327	
WS 66	Amended	10/19/86	153/275	
Amended	Amended	02/25/92	232/328	
WS 67	Amended	10/19/86	153/276	
Amended	Amended	02/25/92	232/329	
Amended	Amended	10/19/86	153/277	
Amended	Amended	02/25/92	232/330	
Amended	Amended	10/19/86	153/278	
Amended	Amended	02/25/92	232/331	
Amended	Amended	10/19/86	153/279	
Amended	Amended	02/25/92	232/332	

BOOK 242 PAGE 331

C-26

18963

CLAIM NAME DATE OF LOCATION BOOK/PAGE EUREKA CO. BOOK/PAGE ELKO CO. SERIAL NO. BLM

WS 68	10/19/86	153/280	390481
Amended	02/25/92	232/333	390482
WS 69	10/22/86	153/281	390483
WS 70	10/19/86	153/282	390484
WS 71	10/19/86	153/283	390485
WS 72	10/19/86	153/284	390486
WS 73	10/19/86	153/285	390487
WS 74	10/19/86	153/286	390488
WS 75	10/19/86	153/287	390489
WS 76	10/19/86	153/288	390489
WS 77	10/19/86	153/289	390490
Amended	03/15/89	196/188	390491
WS 78	10/21/86	153/290	390492
WS 79	10/21/86	153/291	390493
WS 80	10/21/86	153/292	390494
WS 81	10/21/86	153/293	390495
WS 82	11/11/86	153/294	390496
WS 83	11/11/86	153/295	390497
WS 84	11/11/86	153/296	390498
WS 85	11/11/86	153/297	390499
WS 86	11/11/86	153/298	390500
WS 87	11/11/86	153/299	390501
WS 88	11/11/86	153/300	480215
WS 84-1	04/26/88	177/239	480216
Amended	02/25/92	232/334	480217
WS 85-1	04/26/88	177/240	480218
Amended	02/25/92	232/335	480219
WS 86-1	04/26/88	177/241	480220
Amended	02/25/92	232/336	480221
WS 87-1	04/26/88	177/242	480222
Amended	02/25/92	232/337	480223
WS 88-1	04/26/88	177/243	480224
Amended	02/25/92	232/338	480225
WS 89	04/26/88	177/244	480226
Amended	03/15/89	196/190	480227
Amended	02/25/92	232/339	
WS 90	04/26/88	177/245	
Amended	02/25/92	232/340	
WS 91	04/26/88	177/246	
Amended	02/25/92	232/341	
WS 92	04/26/88	177/247	
Amended	02/25/92	232/342	
WS 93	04/26/88	177/248	
Amended	02/25/92	232/343	
WS 94	04/26/88	177/249	
Amended	02/25/92	232/344	
WS 95	04/26/88	177/250	
Amended	02/25/92	232/345	
WS 96	04/26/88	177/251	

18963

C-27

BOOK 242 PAGE 332

CLAIM NAME

DATE OF LOCATION

EUREKA CO. BOOK/PAGE

ELKO CO. BOOK/PAGE

BLM SERIAL NO.

WS 97 Amended

WS 98 Amended

WS 99 Amended

WS 100 Amended

WS 101 Amended

WS 102 Amended

WS 103 Amended

WS 104 Amended

WS 105 Amended

WS 106 Amended

WS 107 Amended

WS 108 Amended

WS 109 Amended

WS 114 Amended

WS 115 Amended

WS 116 Amended

WS 117 Amended

WS 118 Amended

WS 119 Amended

WS 120 Amended

WS 121 Amended

WS 122 Amended

WS 123 Amended

WS 124 Amended

WS 125 Amended

Amended

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

04/26/88

02/25/92

177/252

177/253

232/346

177/254

232/347

177/255

232/348

177/256

232/349

177/257

232/350

177/258

232/351

177/259

232/352

177/260

232/353

177/261

232/354

177/262

232/355

177/263

232/356

177/264

232/357

177/265

232/358

177/266

232/359

177/267

232/360

177/268

232/361

177/269

232/362

177/270

232/363

177/271

232/364

177/272

232/365

177/273

232/366

177/274

232/367

177/275

232/368

177/276

232/369

480228

480229

480230

480231

480232

480233

480234

480235

480236

480237

480238

480239

480240

480241

480242

480243

480244

480245

480246

480247

480248

480249

480250

480251

480252

BOOK 242 PAGE 333

C-28

18963

CLAIM NAME DATE OF LOCATION EUREKA CO. BOOK/PAGE ELKO CO. BOOK/PAGE BLM SERIAL NO.

WS 126	01/28/88	172/470	474312
WS 127	01/28/88	172/471	474313
WS 128	01/28/88	172/472	474314
Amended	02/25/92	232/370	474315
WS 129	01/28/88	172/473	474316
Amended	02/25/92	232/371	474317
WS 130	01/28/88	172/474	474318
Amended	02/25/92	232/372	474319
WS 131	01/28/88	172/475	474320
Amended	02/25/92	232/373	474321
WS 132	01/28/88	172/476	474322
Amended	02/25/92	232/374	474323
WS 133	01/28/88	172/477	474324
Amended	02/25/92	232/375	474325
WS 134	01/29/88	172/478	474326
Amended	02/25/92	232/376	474327
WS 135	01/29/88	172/479	474328
Amended	02/25/92	232/377	474329
WS 136	01/29/88	172/480	474330
Amended	02/25/92	232/378	474331
WS 137	01/29/88	172/481	474332
Amended	02/25/92	232/379	474333
WS 138	01/29/88	172/482	474334
Amended	02/25/92	232/380	474335
WS 139	01/29/88	172/483	474336
Amended	02/25/92	232/381	474337
WS 143	01/29/88	172/487	474338
Amended	02/25/92	232/382	474339
WS 144	02/03/88	172/488	474340
Amended	02/25/92	232/383	474341
WS 145	02/03/88	172/489	474342
Amended	02/25/92	232/384	474343
WS 146	02/03/88	172/490	474344
Amended	02/25/92	232/385	474345
WS 147	02/03/88	172/491	474346
Amended	02/25/92	232/386	474347
WS 148	02/03/88	172/492	474348
Amended	02/25/92	232/387	474349
WS 149	02/03/88	172/493	474350
Amended	02/25/92	232/388	474351
WS 150	02/03/88	172/494	474352
Amended	02/25/92	232/389	474353
WS 151	02/05/88	172/495	474354
Amended	02/25/92	232/390	474355
WS 152	02/05/88	172/496	474356
Amended	02/25/92	232/391	474357
WS 153	02/08/88	172/497	474358
Amended	02/25/92	232/392	474359

18963

C-29

BOOK 242 PAGE 334

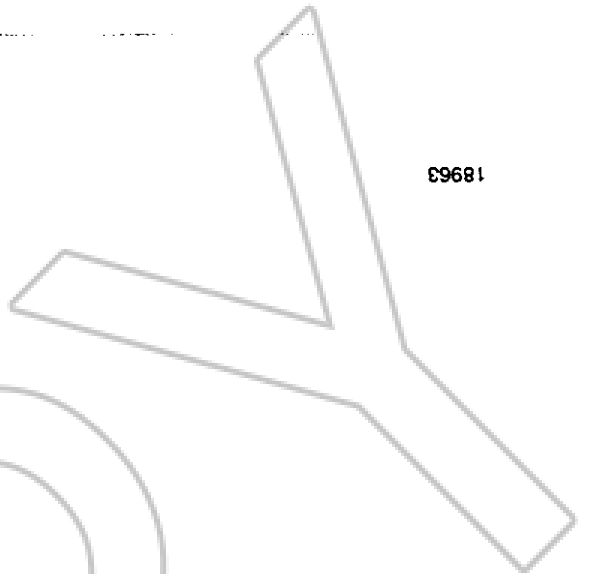
CLAIM NAME DATE OF LOCATION BOOK/PAGE EUREKA CO. BOOK/PAGE ELKO CO. SERIAL NO. BLM

WS 154	02/08/88	172/498	474340
Amdended	02/25/92	232/393	474341
WS 155	02/08/88	172/499	474342
Amdended	02/25/92	232/394	474343
WS 156	02/08/88	172/500	474344
WS 157	02/08/88	172/501	474345
WS 158	02/08/88	172/502	474346
Amdended	02/25/92	232/395	474347
WS 159	02/08/88	172/503	474348
Amdended	02/25/92	232/396	474349
WS 160	02/08/88	172/504	474350
Amdended	02/25/92	232/397	474351
WS 161	02/08/88	172/505	474352
Amdended	02/25/92	232/398	474353
WS 162	02/05/88	172/506	474354
Amdended	02/25/92	232/399	474355
WS 163	02/05/88	172/507	474356
Amdended	02/25/92	232/400	474357
WS 164	02/05/88	172/508	474358
Amdended	02/25/92	232/401	474359
WS 165	02/05/88	172/509	474360
Amdended	02/25/92	232/402	474361
WS 166	02/05/88	172/510	474362
Amdended	02/25/92	232/403	474363
WS 167	02/04/88	172/511	474364
Amdended	02/25/92	232/404	474365
WS 168	02/04/88	172/512	474366
Amdended	02/25/92	232/405	
WS 169	02/03/88	172/513	
Amdended	02/25/92	232/406	
WS 170	01/29/88	172/514	
Amdended	02/25/92	232/407	
WS 173	01/29/88	172/517	
Amdended	02/25/92	232/408	
WS 174	02/03/88	172/518	
Amdended	02/25/92	232/409	
WS 175	02/04/88	172/519	
Amdended	02/25/92	232/410	
WS 176	02/04/88	172/520	
Amdended	02/25/92	232/411	
WS 177	02/04/88	172/521	
Amdended	02/25/92	232/412	
WS 178	02/04/88	172/522	
Amdended	02/25/92	232/413	
WS 179	02/04/88	172/523	
Amdended	02/25/92	232/414	
WS 180	02/04/88	172/524	
Amdended	02/25/92	232/415	

18963

C-30

BOOK 242 PAGE 335



Section 25: All, above the elevation of 4600 feet above mean sea level.

Township 36 North, Range 49 East, M.D.B.&M.

The following land in Eureka County, Nevada has been acquired since the date of the Deed of Trust:

III. FEE LAND

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 1/2 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.

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

II. MINING LEASE

474367	172/525	02/04/88	WS 181
474368	232/416	02/25/92	Amended
474369	172/526	02/04/88	WS 182
474370	232/417	02/25/92	Amended
474371	172/527	02/05/88	WS 183
474372	232/418	02/25/92	Amended
	172/528	02/05/88	WS 184
	232/419	02/25/92	Amended
	172/529	02/05/88	WS 185
	232/420	02/25/92	Amended
	172/530	02/05/88	WS 186

EXHIBIT D

ATTACHED TO AND FORMING A PART OF THE DEED OF TRUST,
MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
ASSIGNMENT OF PROCEEDS, RENTS AND LEASES GIVEN BY
BARRICK CAPITAL CORPORATION, AS TRUSTOR, TO FIRST
AMERICAN TITLE COMPANY OF NEVADA, AS TRUSTEE, FOR THE
BENEFIT OF THE BANKS NAMED THEREIN AND UNION BANK OF
SWITZERLAND, NEW YORK BRANCH, AS AGENT

Property to be used at Meikle Mine

1. Headframes, Hoists, Collars, Shop and
Office Systems
2. Refrigeration and Ventilation Systems
3. Backfill System
4. Mine Equipment
5. Dewatering System

CRD/11192B

BOOK 242 PAGE 337

EXHIBIT E

ATTACHED TO AND FORMING A PART OF THE DEED OF TRUST,
MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
ASSIGNMENT OF PROCEEDS, RENTS AND LEASES GIVEN BY
BARRICK CAPITAL CORPORATION, AS TRUSTOR, TO FIRST
AMERICAN TITLE COMPANY OF NEVADA, AS TRUSTEE, FOR THE
BENEFIT OF THE BANKS NAMED THEREIN AND UNION BANK OF
SWITZERLAND, NEW YORK BRANCH, AS AGENT

PENDING LITIGATION

Gold Standard, Inc. v. American Barrick Resources
Corporation; Barrick Resources (USA), Inc.; Texaco Inc.; Getty
Oil Company and Getty Mining Company; Civil No. CV86-374, filed
in the Third Judicial District Court of Tooele County, State of
Utah

CRD/111792G

BOOK 242 PAGE 338

EXHIBIT F

ATTACHED TO AND FORMING A PART OF THE DEED OF TRUST,
MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
ASSIGNMENT OF PROCEEDS, RENTS AND LEASES GIVEN BY
BARRICK CAPITAL CORPORATION, AS TRUSTOR, TO FIRST
AMERICAN TITLE COMPANY OF NEVADA, AS TRUSTEE, FOR THE
BENEFIT OF THE BANKS NAMED THEREIN AND UNION BANK OF
SWITZERLAND, NEW YORK BRANCH, AS AGENT.

FORM OF DISBURSEMENT CERTIFICATE

Union Bank of Switzerland,
New York Branch
299 Park Avenue
New York, New York 10171

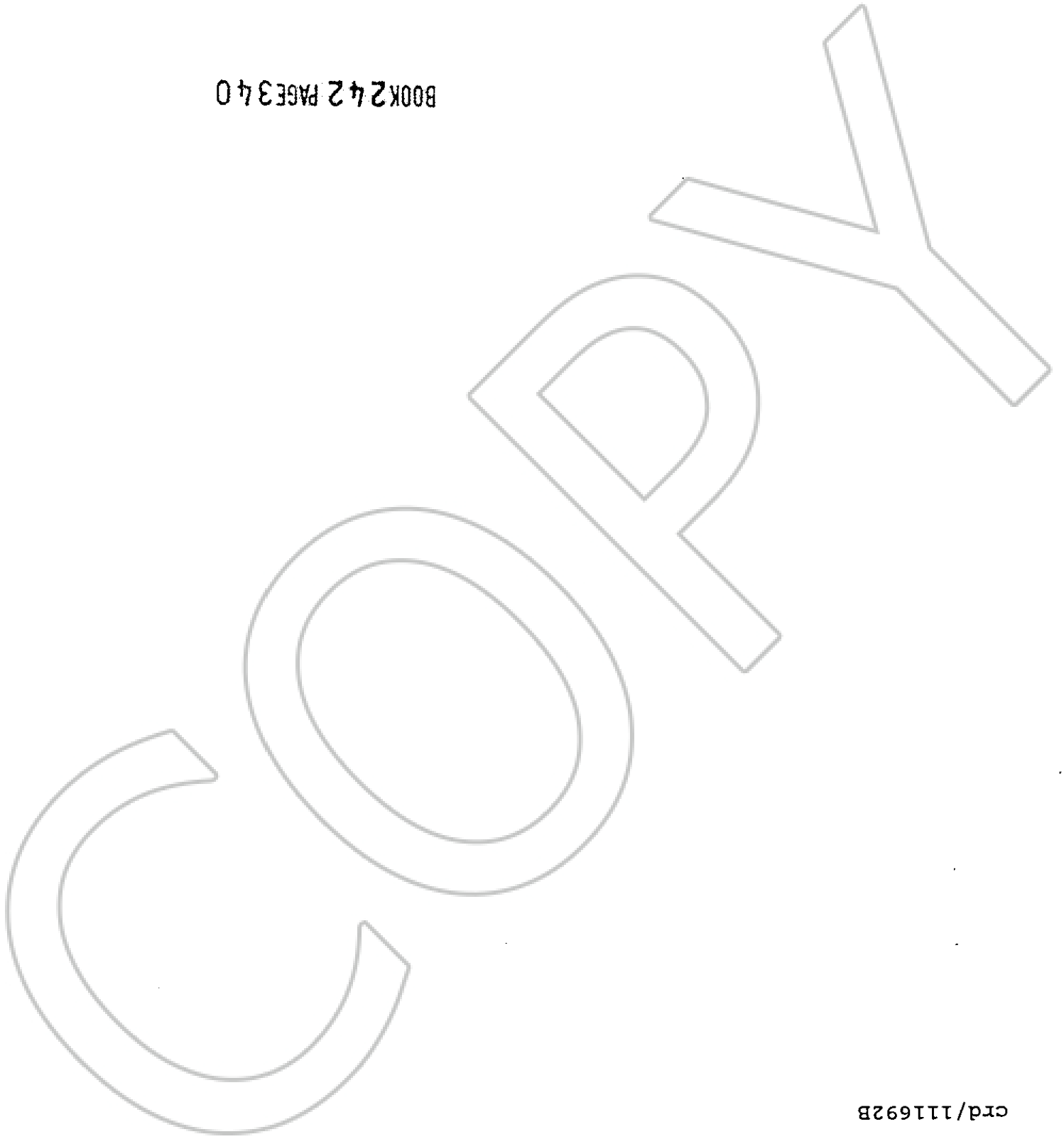
Attention: Project Finance Group

Gentlemen:

The undersigned, Barrick Capital Corporation (the
"Trustor"), in accordance with the Deed of Trust, Mortgage
Security Agreement, Financing Statement and Assignment of Pro-
ceeds, Rents and Leases dated as of _____, 1992 (the
"Mortgage"; capitalized terms used herein without definition
shall have the meanings specified therefor in the Mortgage),
among the Trustor, each of the banks named therein and Union Bank
of Switzerland, New York Branch, as agent for such banks (the
"Beneficiaries"), hereby requests a withdrawal of dollars from
the Lease Proceeds Account in the amount of \$ _____ and
in connection with such request hereby certifies that the follow-
ing statements are true on the date hereof:

- (a) no event has occurred and is continuing, or
would result from such withdrawal, which constitutes an
Event of Default or a Potential Event of Default;
- (b) such withdrawal is generally in accordance
with the Capital Expenditures Schedule; and
- (c) the amount of the requested disbursement will
not exceed the amount of available funds on deposit in
the Lease Proceeds Account.

BOOK 242 PAGE 340



crd/111692B

Very truly yours,
BARRICK CAPITAL CORPORATION

By: _____
Title: _____

EXHIBIT G

ATTACHED TO AND FORMING A PART OF THE DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PROCEEDS, RENTS AND LEASES GIVEN BY BARRICK CAPITAL CORPORATION, AS TRUSTOR, TO FIRST AMERICAN TITLE COMPANY OF NEVADA, AS TRUSTEE, FOR THE BENEFIT OF THE BANKS NAMED THEREIN AND UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT

CAPITAL EXPENDITURES SCHEDULE

(Millions of U.S. Dollars)

1.	<u>Melkie Mine:</u>	Head Frames	\$15
		Mine Equipment	13
		Service and Other Equipment	13
		Refrigeration	12
		Dewatering	12
		TOTAL	\$65

2. Goldstrike Mine:

Eligible amounts as determined by the Mining Plan.

BOOK 242 PAGE 253
 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
 Barrick Goldstrike Mines, Inc.
 92 DEC -1 P2:39
 EUREKA COUNTY, NEVADA
 M.M. REBAL EATI, RECORDER
 FILE NO. 143304
 FEES \$93.00

CRD/111692A

BOOK 242 PAGE 341