

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 Burksa 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 Burksa 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



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.

(iii) 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, unforgone 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 interferred 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, accessions, proceeds and other benefits contained in section 1.01 (collectively, the "Benefits") shall constitute an absolute and present assignment, subject, however, to the conditional permission given herein to Trustor to collect and use such Benefits. 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 respective items of property are located, but in any event not less than the amount of coverage maintained immediately prior to the execution of this Mortgage, (c) worker's compensation insurance to the full extent required by applicable law for all employees of Trustor engaged in any work on or about the Mortgaged Property and employer's liability insurance in such amounts as are usually carried by prudent persons operating similar properties in the jurisdictions in which the respective items of property are located, (d) if the Mortgaged Property or any part thereof is designated as being in an area requiring flood insurance, insurance against loss or damage caused by flood in such amounts as is usually carried by persons operating similar properties in the jurisdictions in which the respective items of property are located, but in any event in an amount not less than required by such designation, and (e) such other insurance (including, without limitation, business interruption insurance) with respect to the Mortgaged Property as is usually carried by persons operating similar properties in 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 Financero 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 Financero 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

certify 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 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 Trustor 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 or 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; provided that the aggregate assets of Trustor taken as a whole or in any material liability on the part of Trustor;

(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 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 Birchard*  
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 Birchard, 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 19<sup>th</sup> 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

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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
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 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.

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

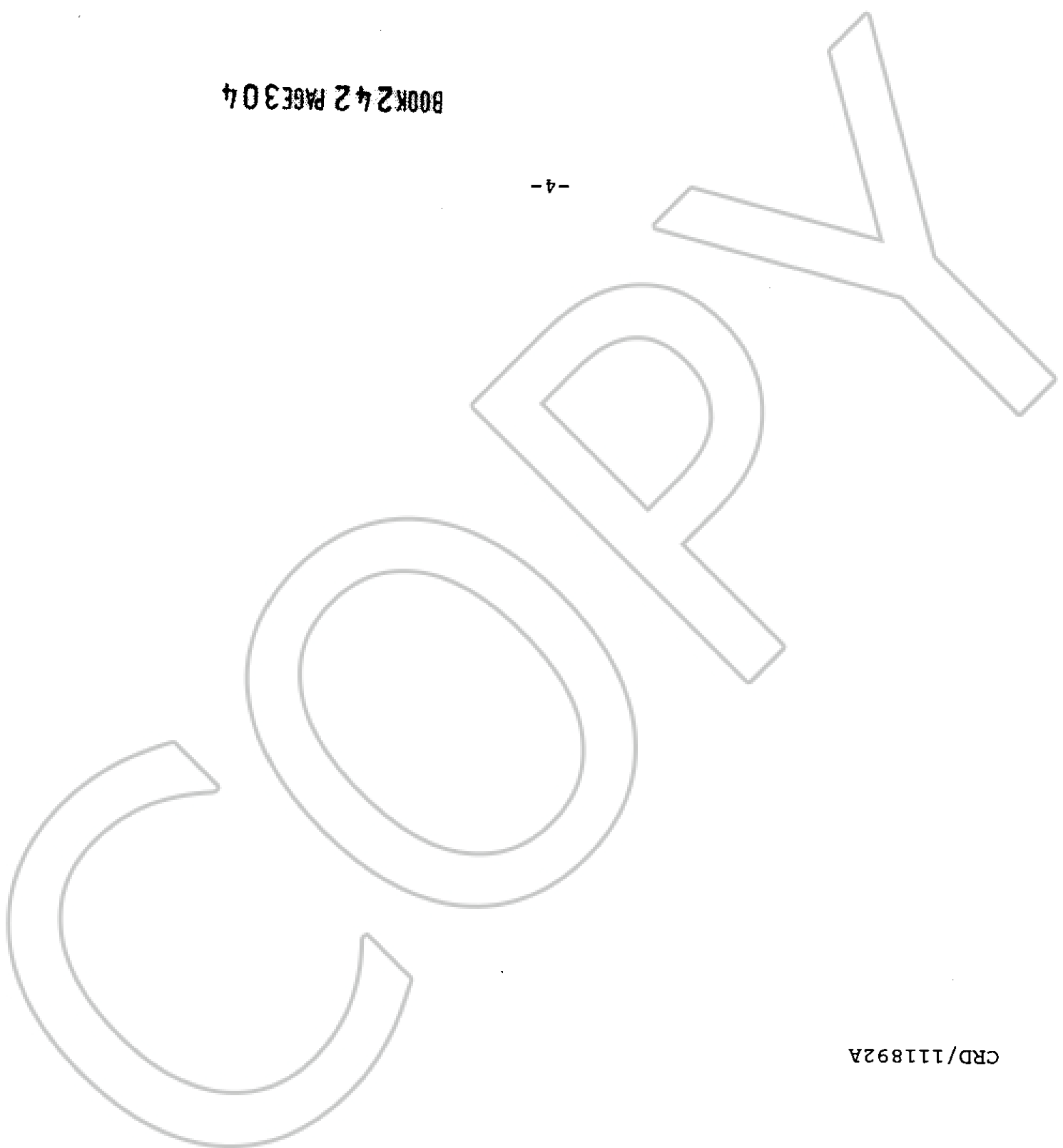


EXHIBIT B

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:

CLAIM NAME	DATE OF LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BIM SERIAL NO.
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**A. AA Claims**

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

**B. Barr Claims**

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

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

C. Bazza Claims

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

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

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

F. Clydesdale Claims

Clydesdale 1	05/24/83	112/136	275634
Clydesdale 2	05/24/83	112/137	275635
Clydesdale 3	05/24/83	112/138	275636

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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

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

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

H. Fox Claims

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

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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

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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	

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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	N/132	57154
Amdended					
Gold Strike 2	02/12/63	02/24/70	034/360	N/133	57155
Amdended					
Gold Strike 3	02/12/63	02/24/70	034/361	N/134	57156
Amdended					
Gold Strike 4	02/12/63	02/24/70	034/362	N/135	57157
Amdended					
Gold Strike 5	02/12/63	02/24/70	034/363	N/136	57158
Amdended					
Gold Strike 6	02/12/63	02/24/70	034/364	N/137	57159
Amdended					
Gold Strike 7	02/12/63	02/24/70	034/365	N/138	57160
Amdended					
Gold Strike 8	02/12/63	02/24/70	034/366	N/139	57161
Amdended					
Gold Strike 9	02/12/63	02/24/70	034/367	N/140	57162
Amdended					
Gold Strike 10	02/12/63	02/24/70	034/368	N/141	57163
Amdended					
Gold Strike 11	02/12/63	02/24/70	034/369	N/142	57164
Amdended					
Gold Strike 12	02/12/63	02/24/70	034/370	N/143	57165
Amdended					
Amdended					

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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

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

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

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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		450099
H111 49F	09/27/87	169/426		450099
H111 49F	09/27/87	169/427		450100
H111 50F	09/27/87		595/230	450100
H111 51F	09/21/87		595/231	450101
H111 52F	12/02/87		595/232	450102
H111 52F	12/02/87		595/233	450103
H111 53F	12/02/88		664/019	450104
H111 53F	12/02/87		595/234	450104
H111 53F	12/02/88		664/022	450104

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

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CLAIM NAME	DATE OF LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BLM SERIAL NO.
NB# 34	09/17/92	797/148	797/148	662068
NB# 35	09/17/92	797/149	797/149	662069
NB# 36	09/17/92	797/150	797/150	662070
NB# 37	09/17/92	797/151	797/151	662071
NB# 38	09/17/92	797/152	797/152	662072
NB# 39	09/17/92	797/153	797/153	662073
NB# 40	09/17/92	797/154	797/154	662074
NB# 41	09/17/92	797/155	797/155	662075
NB# 42	09/17/92	797/156	797/156	662076
NB# 43	09/17/92	797/157	797/157	662077
NB# 44	09/17/92	797/158	797/158	662078
NB# 45	09/17/92	797/159	797/159	662079
NB# 46	09/17/92	797/160	797/160	662080
NB# 47	09/17/92	797/161	797/161	662081
NB# 48	09/17/92	797/162	797/162	662082
NB# 49	09/17/92	797/163	797/163	662083
NB# 50	09/17/92	797/164	797/164	662084
NB# 51	09/17/92	797/165	797/165	662085
NB# 52	09/17/92	797/166	797/166	662086
NB# 53	09/17/92	797/167	797/167	662087
NB# 54	09/17/92	797/168	797/168	662088
NB# 55	09/17/92	797/169	797/169	662089
NB# 56	09/17/92	797/170	797/170	662090
NB# 57	09/17/92	797/171	797/171	662091
NB# 58	09/17/92	797/172	797/172	662092
NB# 59	09/17/92	797/173	797/173	662093
NB# 60	09/17/92	797/174	797/174	662094
NB# 61	09/17/92	797/175	797/175	662095
NB# 62	09/17/92	797/176	797/176	662096
NB# 63	09/17/92	797/177	797/177	662097
NB# 64	09/17/92	797/178	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

CLAIM NAME	DATE OF LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	BIM SERIAL NO.
NB# 83	09/19/92	239/063		662117
NB# 84	09/19/92	239/064		662118
NB# 85	09/19/92	239/065		662119
NB# 86	09/19/92	239/066		662120
NB# 87	09/19/92	239/067		662121
NB# 88	09/19/92	239/068		662122
NB# 89	09/17/92	797/183	797/183	662123
NB# 90	09/17/92	797/184	797/184	662124
NB# 91	09/17/92	797/185	797/185	662125
NB# 92	09/17/92	797/186	797/186	662126
NB# 93	09/17/92	797/187	797/187	662127
NB# 94	09/17/92	797/188	797/188	662128
NB# 95	09/17/92	797/189	797/189	662129
NB# 96	09/17/92	797/190	797/190	662130
NB# 97	09/17/92	797/191	797/191	662131
NB# 98	09/17/92	797/192	797/192	662132
NB# 99	09/17/92	797/193	797/193	662133
NB# 100	09/17/92	797/194	797/194	662134
NB# 101	09/17/92	797/195	797/195	662135
NB# 102	09/17/92	797/196	797/196	662136
NB# 103	09/17/92	797/197	797/197	662137
NB# 104	09/17/92	797/198	797/198	662138
NB# 105	09/19/92	797/199	797/199	662139
NB# 106	09/19/92	797/200	797/200	662140
NB# 107	09/19/92	797/201	797/201	662141
NB# 108	09/19/92	797/202	797/202	662142
NB# 109	09/19/92	239/073		662143
NB# 110	09/19/92	239/074		662144
NB# 111	09/19/92	239/075		662145
NB# 112	09/19/92	239/076		662146
NB# 113	09/19/92	239/077	797/203	662147
NB# 114	09/19/92	239/078	797/204	662148
NB# 115	09/19/92	239/079	797/205	662149
NB# 116	09/19/92	239/080	797/206	662150
NB# 117	09/19/92	239/081		662151
NB# 118	09/19/92	239/082		662152
NB# 119	09/19/92	239/083		662153
NB# 120	09/19/92	239/084		662154
NB# 121	09/19/92	239/085		662155
NB# 122	09/19/92	239/086		662156
NB# 123	09/19/92	239/087		662157
NB# 124	09/19/92	239/088		662158
NB# 125	09/19/92	239/089		662159
NB# 126	09/19/92	239/090		662160
NB# 127	09/19/92	239/091		662161
NB# 128	09/19/92	239/092		662162
NB# 129	09/19/92	239/093		662163
NB# 130	09/19/92	239/094		662164

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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

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

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

S. Patron Claims

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

T. Post Claims

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

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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 10/14/66 013/423 222/470 57150  
 Amended 05/17/91 222/470 013/425 10/14/66 013/425 222/472 57151  
 Post 6 10/14/66 10/14/66 013/425 222/472 222/472 239668  
 Amended 05/17/91 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  
 Amended 05/17/91 04/20/82 102/339 102/339  
 Post Fraction 04/20/82 102/339 222/474

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

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

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

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

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

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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

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CLAIM NAME	DATE OF	EUREKA CO.	ELKO CO.	BIM
	LOCATION	BOOK/PAGE	BOOK/PAGE	SERIAL NO.
WB# 53	09/16/92	238/497	661428	661428
WB# 54	09/16/92	238/498	661429	661429
WB# 55	09/16/92	238/499	661430	661430
WB# 56	09/14/92	238/500	661431	661431
WB# 57	09/15/92	238/501	661432	661432
WB# 58	09/15/92	238/502	661433	661433
WB# 59	09/15/92	238/503	661434	661434
WB# 60	09/15/92	238/504	661435	661435
WB# 61	09/15/92	238/505	661436	661436
WB# 62	09/15/92	238/506	661437	661437
WB# 63	09/15/92	238/507	661438	661438
WB# 64	09/15/92	238/508	661439	661439
WB# 65	09/16/92	238/509	661440	661440
WB# 66	09/16/92	238/510	661441	661441
WB# 67	09/16/92	238/511	661442	661442
WB# 68	09/16/92	238/512	661443	661443
WB# 69	09/16/92	238/513	661444	661444
WB# 70	09/16/92	238/514	661445	661445
WB# 71	09/16/92	238/515	661446	661446
WB# 72	09/16/92	238/516	661447	661447
WB# 73	09/16/92	238/517	661448	661448
WB# 74	09/16/92	238/518	661449	661449
WB# 75	09/16/92	238/519	661450	661450
WB# 76	09/16/92	238/520	661451	661451
WB# 77	09/16/92	238/521	661452	661452
WB# 78	09/16/92	238/522	661453	661453
WB# 79	09/16/92	238/523	661454	661454
WB# 80	09/16/92	238/524	661455	661455
WB# 81	09/16/92	238/525	661456	661456
WB# 82	09/16/92	238/526	661457	661457
WB# 83	09/16/92	238/527	661458	661458
WB# 84	09/16/92	238/528	661459	661459
WB# 85	09/16/92	238/529	661460	661460
WB# 86	09/16/92	238/530	661461	661461
WB# 87	09/16/92	238/531	661462	661462
WB# 88	09/16/92	238/532	661463	661463
WB# 89	09/16/92	238/533	661464	661464
WB# 90	09/16/92	238/534	661465	661465
WB# 91	09/16/92	238/535	661466	661466
WB# 92	09/16/92	238/536	661467	661467
WB# 93	09/16/92	238/537	661468	661468
WB# 94	09/16/92	238/538	661469	661469
WB# 95	09/16/92	238/539	661470	661470
WB# 96	09/16/92	238/540	661471	661471
WB# 97	09/16/92	238/541	661472	661472
WB# 98	09/16/92	238/542	661473	661473
WB# 99	09/16/92	238/543	661474	661474
WB# 100	09/16/92	238/544	661475	661475
WB# 101	09/16/92	238/545	661476	661476

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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

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CLAIM NAME	DATE OF	EUREKA CO.	ELKO CO.	BLM
SERIAL NO.	BOOK/PAGE	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	153/214	232/271	390415
WS 2	10/17/86	153/215	232/272	390416
Amded	02/25/92	153/216	232/273	390417
WS 3	10/17/86	153/217	232/274	390418
Amded	02/25/92	153/218	232/275	390419
WS 4	10/17/86	153/219	232/276	390420
Amded	02/25/92	153/220	232/277	390421
WS 5	10/17/86	153/221	232/278	390422
Amded	02/25/92	153/222	232/279	390423
WS 6	10/17/86	153/223	232/280	390424
Amded	02/25/92	153/224	232/281	390425
WS 7	10/17/86	153/225	232/282	390426
Amded	02/25/92	153/226	232/283	390427
WS 8	10/17/86	153/227	232/284	390428
Amded	02/25/92	153/228	232/285	390429
WS 9	10/17/86	153/229	232/286	390430
Amded	02/25/92	153/230	232/287	390431

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CLAIM NAME

DATE OF LOCATION

BUREKA CO. BOOK/PAGE

ELKO CO. BOOK/PAGE

BLM SERIAL NO.

WS 19	Amended	10/18/86	153/231	390432
WS 20	Amended	10/18/86	232/286	390433
WS 21	Amended	02/25/92	153/232	390434
WS 22	Amended	10/18/86	232/287	390435
WS 23	Amended	02/25/92	153/233	390436
WS 24	Amended	10/18/86	232/288	390437
WS 25	Amended	02/25/92	153/234	390438
WS 26	Amended	10/18/86	232/289	390439
WS 27	Amended	02/25/92	153/235	390440
WS 28	Amended	10/18/86	232/290	390441
WS 29	Amended	02/25/92	153/236	390442
WS 30	Amended	10/18/86	232/291	390443
WS 31	Amended	02/25/92	153/237	390444
WS 32	Amended	10/18/86	232/292	390445
WS 33	Amended	02/25/92	153/238	390446
WS 34	Amended	10/18/86	232/293	390447
WS 35	Amended	02/25/92	153/239	390448
WS 36	Amended	10/18/86	232/294	390449
WS 37	Amended	02/25/92	153/240	390450
WS 38	Amended	10/18/86	232/295	390451
WS 39	Amended	02/25/92	153/241	390452
WS 40	Amended	10/18/86	232/296	390453
WS 41	Amended	02/25/92	153/242	390454
WS 42	Amended	10/18/86	232/297	390455
WS 43	Amended	02/25/92	153/243	
WS 44	Amended	10/18/86	232/298	
WS 45	Amended	02/25/92	153/244	
WS 46	Amended	10/18/86	232/299	
WS 47	Amended	02/25/92	153/245	
WS 48	Amended	10/18/86	232/300	
WS 49	Amended	02/25/92	153/246	
WS 50	Amended	10/18/86	232/301	
WS 51	Amended	02/25/92	153/247	
WS 52	Amended	10/18/86	232/302	
WS 53	Amended	02/25/92	153/248	
WS 54	Amended	10/18/86	232/303	
WS 55	Amended	02/25/92	153/249	
WS 56	Amended	10/18/86	232/304	
WS 57	Amended	02/25/92	153/250	
WS 58	Amended	10/18/86	232/305	
WS 59	Amended	02/25/92	153/251	
WS 60	Amended	10/18/86	232/306	
WS 61	Amended	02/25/92	153/252	
WS 62	Amended	10/18/86	232/307	
WS 63	Amended	02/25/92	153/253	
WS 64	Amended	10/18/86	232/308	
WS 65	Amended	02/25/92	153/254	
WS 66	Amended	10/18/86	232/309	

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

WS 43	10/18/86	153/255	390456
Amended	02/25/92	232/310	390457
WS 44	10/18/86	153/256	390458
Amended	02/25/92	232/311	390459
WS 45	10/18/86	153/257	390460
Amended	02/25/92	232/312	390461
WS 46	10/18/86	153/258	390462
Amended	02/25/92	232/313	390463
WS 47	10/18/86	153/259	390464
Amended	02/25/92	232/314	390465
WS 48	10/18/86	153/260	390466
Amended	02/25/92	232/315	390467
WS 49	10/18/86	153/261	390468
Amended	02/25/92	232/316	390469
WS 50	10/18/86	153/262	390470
Amended	02/25/92	232/317	390471
WS 51	10/19/86	153/263	390472
Amended	02/25/92	232/318	390473
WS 52	10/19/86	153/264	390474
Amended	02/25/92	232/319	390475
WS 53	10/19/86	153/265	390476
Amended	02/25/92	232/320	390477
WS 54	10/19/86	153/266	390478
Amended	02/25/92	232/321	390479
WS 55	10/19/86	153/267	390480
Amended	02/25/92	232/322	
WS 56	10/19/86	153/268	
Amended	02/25/92	232/323	
WS 57	10/19/86	153/269	
Amended	02/25/92	232/324	
WS 58	10/19/86	153/270	
Amended	02/25/92	232/325	
WS 59	10/19/86	153/271	
Amended	02/25/92	232/326	
WS 60	10/19/86	153/272	
Amended	02/25/92	232/327	
WS 61	10/19/86	153/273	
Amended	02/25/92	232/328	
WS 62	10/19/86	153/274	
Amended	02/25/92	232/329	
WS 63	10/19/86	153/275	
Amended	02/25/92	232/330	
WS 64	10/19/86	153/276	
Amended	02/25/92	232/331	
WS 65	10/19/86	153/277	
Amended	02/25/92	232/332	
WS 66	10/19/86	153/278	
Amended	02/25/92	232/333	
WS 67	10/19/86	153/279	
Amended	02/25/92	232/334	

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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	

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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

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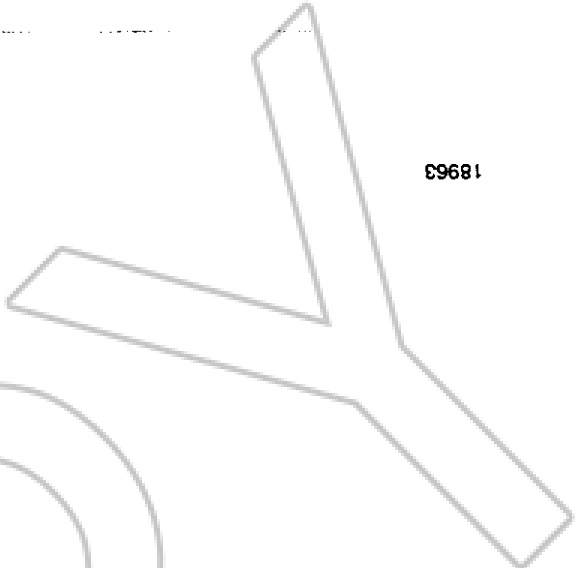
CLAIM NAME DATE OF LOCATION BOOK/PAGE EUREKA CO. BOOK/PAGE ELKO CO. SERIAL NO. BLM

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	

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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
474368	172/526	02/04/88	WS 182
474369	232/417	02/25/92	Amended
474370	172/528	02/05/88	WS 184
474371	232/418	02/25/92	Amended
474372	172/527	02/05/88	WS 183
	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

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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

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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

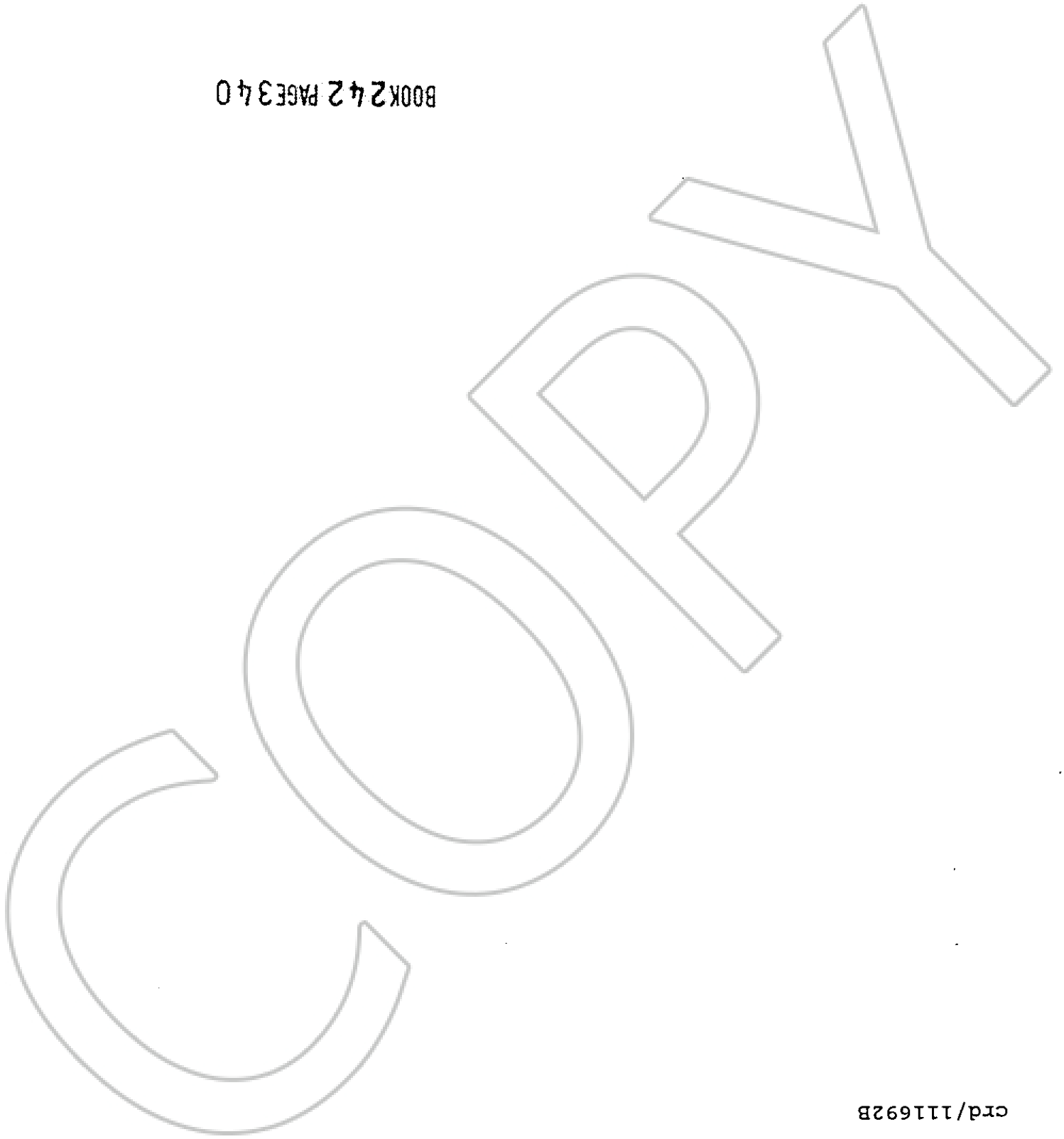
Attention: Project Finance Group

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.

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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
		<b>TOTAL</b>	<b>\$65</b>

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. FEES \$93.00

**143304**

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