

BARRICK FINANCECO INC.,

Trustor

and

FIRST AMERICAN TITLE COMPANY OF NEVADA,

Trustee

and

THE BANKS NAMED HEREIN AND

UNION BANK OF SWITZERLAND, NEW YORK BRANCH, AS AGENT,

Beneficiaries

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

Dated as of December 1, 1992

This instrument affects real and personal property situated in the State of Nevada, in Burca 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 Burca and Elko Counties. Barrick Goldstrike Mines Inc., an affiliate of Barrick Financeco Inc., 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 Financeco Inc. 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 FINANCIAL INC., a Delaware
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 VEREINS-
BANK AG, KOMMERZBANK AKTIENGESELLSCHAFT, DRESNER BANK AG,
MELTON BANK, N.A., and N M ROTHSCHILD & SONS LIMITED (indi-
vidually, a "Beneficiary" and collectively, the "Benefi-
ciaries").

Recitals

A. Trustor, Barrick Capital Corporation, an Irish
corporation ("Barrick Capital"), and Barrick Goldstrike Mines
Inc., a Colorado corporation ("Goldstrike"), are each directly
or indirectly wholly owned by American Barrick Resources Cor-
poration, 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"). Con-
currently 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 Amendment 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. Currently 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 and as supplemented by the First Deed of Trust Supplement, is referred to herein as the "Goldstrike Deed of Trust".

E. In conjunction with the current Loan Agreement Amendment, Goldstrike, Barrick Capital and Trustor are enter-

ing into certain transactions, which are generally described as follows:

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

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

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

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

Lease dated as of December 1, 1992 (as amended and supplemented from time to time, the "Master Lease"), and Trustor 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 Barrick Capital, Barrick Capital and Trustor will enter into an individual lease pursuant to the Master Lease and Trustor and Goldstrike 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 Barrick Capital to Trustor pursuant to individual leases and subleased by Trustor 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 Barrick Capital are entering into a Limited Agency Agreement dated as of December 1, 1992 (the "Limited Agency Agreement"), which, among other things, designates Goldstrike as Barrick Capital's undisclosed agent for the purpose of acquiring New Property.

6. Trustor, Goldstrike and Barrick Capital are entering into a Purchase Agreement dated as of December 1, 1992 (the "Purchase Agreement"), which, among other things, provides for the sale by Barrick Capital 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, Barrick Capital, Goldstrike and Agent are entering into an Intercreditor Agreement dated as of December 1, 1992 (the "Intercreditor Agreement"), which, among other things, provides that Barrick Capital'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.

c. Trustor desires to assist American Barrick Resources Corporation in consummating the transactions referred in Recital E above, Trustor will benefit from such transactions and Trustor 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 Master Lease; (ii) the Master Sublease; (iii) the Limited Agency Agreement; (iv) the Purchase Agreement; (v) all other leases and rental agreements pursuant to which Trustor is leasing from Barrick Capital or to Goldstrike 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-Titles"); (vi) all contracts, agreements, deeds, bills of sale and other documents or instruments 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 of, supplements to and replacements of any of the foregoing!

(b) All of Trustor's present or hereafter acquired rights, titles and interests in or to the Vested contract Property, 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");

(c) All of Trustor's present or hereafter acquired rights, titles and interests in or to the following (collectively, the "Lease Proceeds"):
(1) the Lease Proceeds Account (as defined in section 6.01 of this Mortgage); (11) all monies, amounts, credits, funds and balances which, at any time, are on deposit in the Lease Proceeds Account; (111) all payments, credits, amounts and receivables to which Trustor is at any time entitled under any Lease Document; and (1V) 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

(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 paragraph (a) through (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.

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

(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 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 be-

come 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 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.

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

tion 1.02(a), (b) and (d) of this Mortgage (the "Goldstrike Obligations"); provided that, notwithstanding any other provision hereof:

(1) 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 Mortgage Property;

(ii) neither Agent nor any of Beneficiaries shall be entitled to sue or commence any action against Trustor or 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 Mortgage Property; and

(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 Mortgage 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.

(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.

ARTICLE 2

Ownership, Condition, etc., of Mortgaged Property

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

(a) (1) The Master Lease and the Master Sublease are valid and subsisting agreements, Trustor is the lessee under the Master Lease and the lessor under the Master Sublease and holds the lessee's and lessor's interests under the applicable 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 Master Lease nor the Master Sublease have been amended or modified; and (j) to the best of Trustor's knowledge, Trustor has complied with all conditions necessary to keep the Master Lease and the Master Sublease 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 Barrick Capital of each individual lease under the Master Lease: (i) such individual lease will be a valid and subsisting agreement; (ii) Trustor will be the lessee thereunder and will hold the lessee'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) Upon the execution and delivery by Trustor and Goldstrike of each individual lease under the Master Sublease: (i) such individual lease will be a 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;

(d) (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;

(e) 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 Barrick Capital and the Borrower under the Existing Equipment Lease, the Master Lease, the Master Sub-lease, the Purchase Agreement or the Limited Agency Agreement; and

(f) 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 to have a material adverse effect upon the operation of the Project, taken as a whole, in accordance with the Mining Plan.

2.02. Recordation. Trustor, at its expense, will at all times cause this Mortgage and any instruments amendatory hereof or supplemental hereto and any instruments of assignment hereof or thereof (and any appropriate financing statements or other instruments and continuations thereof with respect to any thereof) to be recorded, registered and filed and to be kept recorded, registered and filed, in such manner and in such places, and will pay all such recording, registration 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 Barrick Capital Deed of Trust (as defined hereafter). 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 opin-

ion of counsel satisfactory to Beneficiaries, specifying 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, unforeseen as well as foreseen, which at any time may be assessed, levied, confirmed, imposed or which may become a lien upon the Mortgaged Property, or any portion thereof, or which are payable with respect thereto, or upon the rents, issues, income or profits thereof, or on the occupancy, operation, use, possession or activities thereof, whether any or all of the same be levied directly or indirectly or as excise taxes or as income taxes (collectively, the "Impositions").

2.04. 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 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 tax deed to the Mortgaged Property or any part thereof because of such non-payment, (e) the payment of any sums required to be paid under the Notes or under this Mortgage (other than any unpaid Imposition at the time being contested in accordance with this section 2.05) shall not be interfered with or otherwise affected, 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 continuance 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 or 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 (1) property no longer necessary for the operation of the Project generally in accordance with the Mining Plan, (2) 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), (3) any property if such removal does not materially adversely affect the Mining Properties or Beneficiaries' interests hereunder and under the Loan Agreement, or (4) 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. 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. 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 Beneficiaries in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

2.12. Assignment of Rents. The assignment of rents, issues, incomes, products, accessions, proceeds and other benefits contained in section 1.01 (collectively, the "Benefits") shall constitute an absolute and present assignment, subject, however, to the conditional permission given herein to Trustor to collect and use such benefits. The conditional permission for Trustor to collect and use the benefits is subject in all respects to the terms and conditions of this 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 stead to receive such Benefits; and said parties shall be fully protected in so treating and regarding Beneficiaries and shall be under no obligation to see to the application by Beneficiaries of any such Benefits received by them. Beneficiaries shall apply all of the Benefits received pursuant to

this section 2.12 to satisfaction of the 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 hereunder, 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.

ARTICLE 3

Insurance; Damage, Destruction or Taking; etc.

3.01. Insurance.

3.01.1. Risks to be Insured. Trustor will, at its expense, maintain or cause to be maintained with insurers approved by Beneficiaries, (a) all-risk insurance in amounts not less than 100% of the then full insurable value (cost of repairing, replacing, constructing or reconstructing, 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 (i) any act, failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy by any named insured, (ii) the occupation or use of the Mortgaged Property for purposes more hazardous than permitted by the terms thereof, (iii) any foreclosure or other action or proceeding taken by Beneficiaries pursuant to any provision of this Mortgage, or (iv) any change in title or ownership of the Mortgaged Property! (e) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by Beneficiaries of written notice thereof! and (f) be satisfactory in all other respects to Beneficiaries. Any insurance maintained pursuant to this section 3.01 may be evidenced by blanket insurance policies covering the Mortgaged Property and other properties or assets of Trustor or Goldstrike, 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 Mort-

gaged 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.

3.01.5. Performance of Insurance Covenants. If either Barrick Capital 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 Barrick Capital or Goldstrike, as the case may be, rather than Trustor.

3.02. Damage, Destruction or Taking; Trustor to Give Notice; Assignment of Awards. In case of (a) any damage to or destruction of the Mortgaged Property or any part thereof, or

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

3.03. Application of Proceeds. Subject to section 3.04 and section 2.11(d) of the Loan Agreement, Beneficiaries shall apply all amounts recovered under any insurance policy required to be maintained by Trustor hereunder, and all net awards received by them on account of any Taking, in the following ways: (a) so long as no Event of Default shall have occurred and be continuing, 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 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 Barrick Capital 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 outstanding on the Notes (whether or not at the time due and payable by reason of maturity or as an installment of combined principal and interest or by reason of any prepayment requirement or by declaration or acceleration or otherwise), including interest at the rate per annum set forth in the Notes for past due amounts (the "Default Rate") on any overdue principal and (to the extent permitted under applicable law) on any overdue interest; and in case such moneys shall be insufficient to pay in full the amounts so due and unpaid upon the Notes at the time outstanding, then, first, to the payment of all amounts of interest at the time outstanding on the Notes, without preference or priority of any payment or 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 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:

(1) as soon as available and in any event within 45 days after the end of each 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, unaudited 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 a certificate of a Responsible Officer of Trustor, certifying that such financial statements present fairly, in accordance with generally accepted accounting principles in effect in the United States (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 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 or the Master Sublease 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 or the Master Sublease; 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 the United States 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, (11) the permission and authorization contained herein shall not constitute a waiver of the accountant-client privilege of Trustor, (111) 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 (1V) 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' Certificate - 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 VI of Exhibit C to the Loan Agreement are true and correct on and as of the date of such Officers' Certificate;

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

(g) Consolidated Working Capital of Trustor. Maintain, or cause to be maintained, at all times 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

in respect of goods or accounts receivable) of Trust-
or, 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 Master Lease, the Master Sublease, the Goldstrike
Deed of Trust or the Financo 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 proceed-
ings promptly initiated and diligently conducted and
it such reserve or other appropriate provision, it
any, as shall be required by generally accepted
accounting principles in effect in the United States
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 work-
ers' 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, ten-
ders, statutory obligations, leases, purchase, con-
struction or sales contracts and other similar obli-
gations, 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, un-
less 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 expira-
tion 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 Barrick Capital 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;

(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; and

(iii) debt arising under the Master Lease.

(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 Sublease 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 ABX Financeco Inc.;

(f) Leases. Enter into any lease or rental agreement (other than the Master Lease and the Master Sublease) 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 Master Lease, the Master Sublease 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 Master Lease, the Master Sublease or the Purchase Agreement without the prior written consent of Agent, if 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 or the Master Sublease solely for the purpose of reflecting additional property that is being made subject there-

to, so long as such individual leases are not inconsistent with the terms and provisions of the Master Lease or the Master Sublease; and

(1) 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 Master Lease or the Master Sublease, except as permitted under this Mortgage or the terms of the Master Lease, the Master Sublease or the Purchase Agreement.

ARTICLE 5

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, validly existing and in good standing under the laws of Delaware and has all requisite corporate power and authority to carry out the transactions contemplated by this Mortgage, the Intercreditor Agreement, the Master Lease, the Master Sublease, the Master Sublease, 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 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 charter or by-laws 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 Master Lease, the Master Sublease, the Purchase Agreement, or (ii) for the due performance of all other obligations of Trustor under this Mortgage, the Intercreditor Agreement, the Master Lease, the Master Sublease, the Purchase Agreement or the Limited Agency Agreement (other than registrations or filings to perfect the security interests created by this Mortgage) except in either such case, such authorizations, approvals or other actions as have been obtained or notices or filings as have been made;

(d) This Mortgage, the Intercreditor Agreement, the Master Lease, the Master Sublease, the Purchase Agreement, and the Limited Agency Agreement are, and upon their execution and delivery, the individual leases under the Master Lease and the Master Sublease 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);

(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 Master Lease, the Master Sublease, the Purchase Agreement or the Limited Agency Agreement or any action taken or to be taken pursuant to this Mortgage, the Intercreditor Agreement, the Master Lease, the Master Sublease, the Purchase Agreement or the Limited Agency Agreement, in any Material Adverse Change in the business, operations, affairs, condition (financial or otherwise), aggregate properties or 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 Master Lease, the Master Sublease, 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 hereof) 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, other than 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 Subsidaries 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 Master Lease, the Master Sublease, 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 Financeco Lease Proceeds Account (Account Number 279420) (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 Master Lease, the Master sublease 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 Barrick Capital 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 Barrick Capital 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) Master Lease Payments. At the request of Trustor, the Account Holder shall pay Account Funds to the account of Barrick Capital in satisfaction of Trustor's payment obligations under the Master Lease; provided, each of the following conditions must be satisfied with respect to each such disbursement: (i) the amount of the requested payment shall not exceed the amount of available funds on deposit in the Lease Proceeds Account; and (ii) there shall not be any Event of Default in existence as of the date such request is made or the payment is to be made.

(b) Restoration Costs. Account Funds attributable to deposits made to the Lease Proceeds Account pursuant to section 6.02(b) 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

(c) 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.

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.

6.06. Disbursement Free of Lien. Amounts disbursed from the Lease Proceeds Account pursuant to section 6.04(a) 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(b) 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 and thereon 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 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 Beneficiaries, Trustee or Noteholder. Any Beneficiary, Trustee or any successor holder of any Note may be a purchaser of the Mortgaged Property or of any part thereof, 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 any amount of principal or premium over any other installment or amount of principal or premium or of any premium 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 Trustee 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 Trustee 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 Trustee 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 Trustee 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 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 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 "Barrick Capital Deed of Trust"), given by Barrick Capital to Trustee for the benefit of Beneficiaries. The Barrick Capital Deed of Trust encumbers, among other things, the lessor's interest under the Exist-

ing Equipment Lease and the Master Lease and all right, title or interest that Barrick Capital may at any time have in or to property that is now or hereafter becomes subject to either the Existing Equipment Lease or the Master Lease; 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 Barrick Capital 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 Barrick Capital 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 in 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 teletypographic communication) and mailed, telexed, telegraphed or delivered, if to Trustor, addressed to Trustor at 24 Hazelton Avenue, Toronto, Ontario MSR 2E2, 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 teleaxed 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; 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 the "Agent" for Beneficia-
ries 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 Trustee, and all persons claiming
under or through Trustee or any such successor or assign, and
shall inure to the benefit of and be enforceable by Benefi-
ciaries 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 subdivi-
sion or taxing authority thereof or therein, and Trustee 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 Trustee pur-
suant to this Mortgage or the performance of any obligations
under or pursuant to this Mortgage. Trustee 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 Trustee
under this section 8.10 (including this sentence). Notwith-
standing anything in the foregoing to the contrary, Trustee
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-

BARRICK FINANCECO INC.

By: B. Williams
Title: Vice-President, Finance

Attest:

STATE OF New York
COUNTY OF New York
ss: _____

On the 21st day of November, 1992, personally appeared before me, a notary public, Robert B. Wickham the Vice-President, Finance of Barrick Financeco Inc., personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he or she executed the instrument.

SEAL

David K. Fredericks
Notary Public

My Commission Expires:

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

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 BARBICK FINANCECO INC., 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 Runwy 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	Lubritio 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

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

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

Asset	Number	Description
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	
Manlift, 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 Package S	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	
Oxide Plant Housing 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 Vaporizer
 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
 07-08-075 Oxide Plant Equipment Package
 07-08-076 Oxide Plant Equipment Piping S
 07-08-077 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

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

III. CRUSHER

Asset Number	Description
07-07-001	Gyratory Crusher

IV. MINE EQUIPMENT-SHOVELS

ASSET NUMBER	MANUFACTURER	MODEL	SERIAL NUMBER
13-01-123	HITACHI	EX-1800	182-00135
13-01-131	HITACHI	EX-3500	185-00108

CRD/111892C

13-01-132
13-01-134
13-01-135
13-01-141
13-01-142
13-01-143

HITACHI
HITACHI
HITACHI
P & H
P & H
P & H

EX-3500
EX-3500
EX-3500
2800XPA
2800XPA
2800XPA

185-00109
185-00117
185-0210
2800XPA-E54615
2800XPA-E54625
2800XPA-E54975

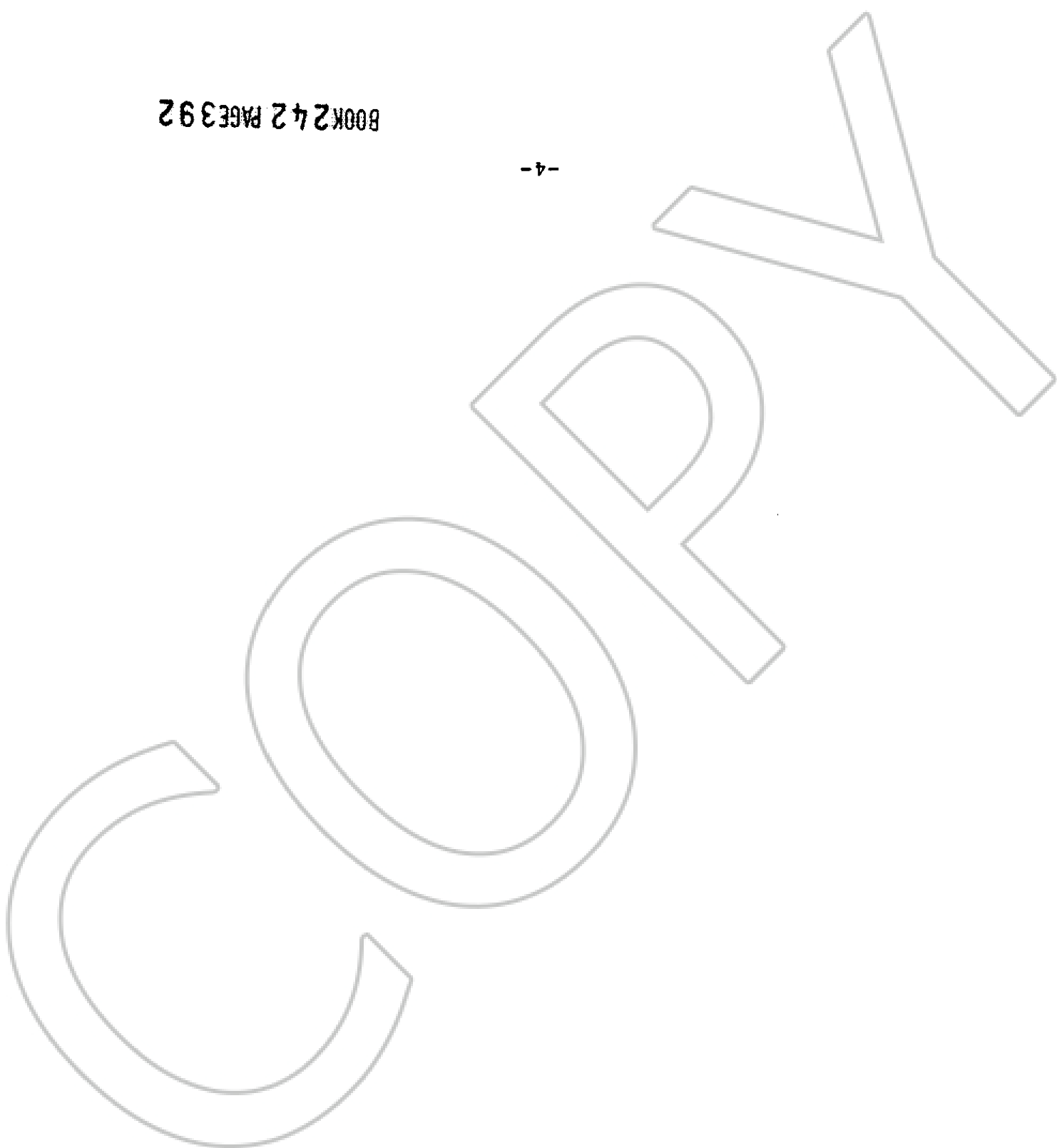


EXHIBIT B

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 FINANCECO INC., 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/111892D

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 FINANCING INC., 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 MILLSITES

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

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

C. Bazza Claims

Bazza 1	Amended	06/10/87	158/447	202/519	57136
Bazza 2	Amended	07/10/89	011/220	158/450	57137
Bazza 3	Amended	05/02/66	011/221	158/453	57138
Bazza 4	Amended	06/10/87	011/222	158/456	57139
Bazza 5	Amended	05/02/66	011/223	158/459	57140
Bazza 6	Amended	06/10/87	011/224	158/462	57141
Bazza 7	Amended	07/10/89	011/225	158/465	57142
Amended		05/02/66	011/225	158/465	
Amended		06/10/87	011/225	158/465	
Amended		07/10/89	011/225	158/465	

D. Buzz Claims

Buzz 1	Amended	04/27/83	111/03	268706
Buzz 2	Amended	03/08/87	156/73	268707
Buzz 3	Amended	04/27/83	111/04	268708
Buzz 3	Amended	03/08/87	156/76	
Buzz 3	Amended	04/27/83	111/05	
Buzz 3	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 EUREKA CO. BOOK/PAGE ELKO CO. BOOK/PAGE 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	595/153	450161
Amended Extension 2	12/02/87	595/154	450162
Amended Extension 3	12/02/87	595/155	450163
Amended Extension 4	12/02/87	595/156	450164
Amended Extension 5	12/02/87	595/157	450165
Amended Extension 6	12/02/87	595/158	450166
Amended Extension 7	12/02/87	595/159	450167
Amended Extension 8	12/02/87	595/160	450168
Amended	12/07/88	664/061	

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

CLAIM NAME	DATE OF	LOCATION	BOOK/PAGE	ELKO CO.	SERIAL NO.
Extension 9	12/02/87		664/067	595/161	450169
Amended	12/07/88		664/064	595/162	450170
Extension 10	12/02/87		664/067	595/163	450171
Amended	12/07/88		664/070	595/164	450172
Extension 11	12/02/87		664/073	595/165	450173
Amended	12/07/88		664/076	595/166	450174
Extension 12	12/02/87		664/079	595/167	450175
Amended	12/07/88		664/082	595/168	450176
Extension 13	12/02/87		664/085	595/169	450177
Amended	12/07/88		664/088	595/170	450178
Extension 14	12/02/87		664/091		
Amended	12/07/88				
Extension 15	12/02/87				
Amended	12/07/88				
Extension 16	12/02/87				
Amended	12/07/88				
Extension 17	12/02/87				
Amended	12/07/88				
Extension 18	12/02/87				
Amended	12/07/88				

H. Fox Claims

CLAIM NAME	DATE OF	LOCATION	BOOK/PAGE	ELKO CO.	SERIAL NO.
Fox 1	12/02/80		90/448	344/354	182111
Fox 2	12/02/80		90/449	344/355	182112
Fox 3	12/02/80		90/450	344/356	182113
Fox 4	12/02/80		90/451	344/357	182114
Fox 5	12/02/80		90/452	344/358	182115
Fox 6	12/02/80		90/453	344/359	182116
Fox 7	12/02/80		90/454		182117
Fox 8	12/02/80		90/455		182118
Fox 9	12/02/80				182119
Fox 10	12/02/80				182120

I. GS Fraction Claims

CLAIM NAME	DATE OF	LOCATION	BOOK/PAGE	ELKO CO.	SERIAL NO.
GS Fraction 37	09/12/84		130/477	325245	325245
GS Fraction 38	09/12/84		130/478	325246	325246
GS Fraction 39	09/12/84		130/479	325247	325247
GS Fraction 40	09/12/84		130/480	325248	325248

J. Gold Bug Claims

CLAIM NAME	DATE OF	LOCATION	BOOK/PAGE	ELKO CO.	SERIAL NO.
Gold Bug 1E	10/13/87		169/428	450105	450105
Gold Bug 2E	10/13/87		169/429	450106	450106
Gold Bug 3E	10/13/87		169/430	450107	450107

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

Gold Bug 4F	10/13/87	169/431	450108
Gold Bug 5	10/13/87	169/432	450109
Gold Bug 6	10/13/87	169/433	450110
Gold Bug 7	10/13/87	169/434	450111
Gold Bug 8	10/09/87	169/435	450112
Gold Bug 9	10/09/87	169/436	450113
Gold Bug 10	10/09/87	169/437	450114
Gold Bug 11	10/09/87	169/438	450115
Gold Bug 12	10/09/87	169/439	450116
Gold Bug 13	10/09/87	169/440	450117
Gold Bug 14	10/09/87	169/441	450118
Gold Bug 15	10/09/87	169/442	450119
Gold Bug 16	10/09/87	169/443	450120
Gold Bug 17	10/09/87	169/444	450121
Gold Bug 18	10/09/87	169/445	450122
Gold Bug 19	10/09/87	169/446	450123
Gold Bug 20	10/09/87	169/447	450124
Gold Bug 21	10/09/87	169/448	450125
Gold Bug 22	10/09/87	169/449	450126
Gold Bug 23	10/09/87	169/450	450127
Gold Bug 24	10/09/87	169/451	450128
Gold Bug 25	10/09/87	169/452	450129
Gold Bug 26	10/09/87	169/453	450130
Gold Bug 27	10/09/87	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 LOCATION EUREKA CO. BOOK/PAGE ELKO CO. BOOK/PAGE 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

K. 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	450140
Golden April 10	10/16/87	169/464	450141
Golden April 11	10/16/87	169/465	450142
Golden April 12	10/16/87	169/466	450143
Golden April 13	10/15/87	169/467	450144
Golden April 14	10/16/87	169/468	450145
Golden April 15	10/15/87	169/469	450146
Golden April 16	10/19/87	169/470	450147
Golden April 17	10/15/87	169/471	450148
Golden April 18	10/19/87	169/472	450149
Golden April 19	10/16/87	169/473	450150
Golden April 21	10/19/87	169/474	450151
Golden April 22	10/19/87	169/475	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	169/478	450156
Amenaded	12/07/88		
Golden April 27F	11/04/87	595/188	450157
Amenaded	12/07/88		
Golden April 28F	11/04/87	595/189	450158
Amenaded	12/07/88		
Golden April 29	11/04/87	595/190	450159
Amenaded	12/07/88		
Golden April 30	11/04/87	595/191	450160
Amenaded	12/07/88		

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

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

Golden April 1	12/20/79	78/172	78/173	136772
Golden April 2	12/20/79	78/174	78/175	136773
Golden April 3	12/20/79	78/175	78/176	136774
Golden April 4	12/20/79	78/176	78/177	136775
Golden April 5	12/20/79	78/177	78/178	136776
Golden April 6	12/20/79	78/178	78/179	136777
Golden April 7	12/20/79	78/179	78/180	136778
Golden April 8	12/20/79	78/180	78/181	136779
Golden April 9	12/20/79	78/181	78/182	136780
Golden April 10	12/20/79	78/182	78/183	136781
Golden April 11	12/20/79	78/183	78/184	136782
Golden April 12	12/20/79	78/184	78/185	136783
Golden April 13	12/20/79	78/185	78/186	136784
Golden April 14	12/20/79	78/186	78/187	136785
Golden April 15	12/20/79	78/187	78/188	136786
Golden April 16	12/20/79	78/188	78/189	136787
Golden April 17	12/20/79	78/189	78/190	136788
Golden April 18	12/20/79	78/190	78/191	136789
Golden April 19	12/20/79	78/191	78/192	136790
Golden April 20	12/20/79	78/192	78/193	136791
Golden April 21	12/20/79	78/193	312/364	136792
Golden April 22	12/20/79	312/365	312/366	136793
Golden April 23	12/20/79	312/366	312/367	136794
Golden April 24	12/20/79	312/367	312/368	136795
Golden April 25	12/20/79	312/368	312/369	136796
Golden April 26	12/20/79	312/369	312/370	136797

L. Golden Boy Claims

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

M. Golden Wombat Claims

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

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

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	N/132	57154
Amended	02/24/70	034/359	
Amended	05/17/91	222/402	
Gold Strike 2	02/12/63	N/133	57155
Amended	02/24/70	034/360	
Amended	05/17/91	222/404	
Gold Strike 3	02/12/63	N/134	57156
Amended	02/24/70	034/361	
Amended	05/17/91	222/406	
Gold Strike 4	02/12/63	N/135	57157
Amended	02/24/70	034/362	
Amended	05/17/91	222/408	
Gold Strike 5	02/12/63	N/136	57158
Amended	02/24/70	034/363	
Amended	05/17/91	222/410	
Gold Strike 6	02/12/63	N/137	57159
Amended	02/24/70	034/364	
Amended	05/17/91	222/412	
Gold Strike 7	02/12/63	N/138	57160
Amended	02/24/70	034/365	
Amended	05/17/91	222/414	
Gold Strike 8	02/12/63	N/139	57161
Amended	02/24/70	034/366	
Amended	05/17/91	222/416	
Gold Strike 9	02/12/63	N/140	57162
Amended	02/24/70	034/367	
Amended	05/17/91	222/418	
Gold Strike 10	02/12/63	N/141	57163
Amended	02/24/70	034/368	
Amended	05/17/91	222/420	
Gold Strike 11	02/12/63	N/142	57164
Amended	02/24/70	034/369	
Amended	05/17/91	222/422	
Gold Strike 12	02/12/63	N/143	57165
Amended	02/24/70	034/370	
Amended	05/17/91	222/424	

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57166	N/144	034/371	02/24/70	02/12/63	Gold Strike 13
57167	N/145	034/372	02/24/70	02/12/63	Gold Strike 14
57168	N/146	034/373	02/24/70	02/12/63	Gold Strike 15
57169	N/147	034/374	02/24/70	02/12/63	Gold Strike 16
57170	N/148	034/375	02/24/70	02/12/63	Gold Strike 17
57171	N/149	034/376	02/24/70	02/12/63	Gold Strike 18
57172	N/150	034/377	02/24/70	02/12/63	Gold Strike 19
57173	N/151	034/378	02/24/70	02/12/63	Gold Strike 20
57174	N/152	034/379	02/24/70	02/12/63	Gold Strike 21
57175	N/153	034/380	02/24/70	02/12/63	Gold Strike 22
57176	N/154	034/381	02/24/70	02/12/63	Gold Strike 23
57177	N/155	034/382	02/24/70	02/12/63	Gold Strike 24
57178	N/156	034/383	02/24/70	02/12/63	Gold Strike 25
57179	N/157	034/384	02/24/70	02/12/63	Gold Strike 26
57180	N/158	034/385	02/24/70	02/12/63	Gold Strike 27
57181	N/159	034/386	02/24/70	02/12/63	Gold Strike 28
57182	N/160	034/387	02/24/70	02/12/63	Gold Strike 29
		222/448	05/17/91	Amended	
		222/446	05/17/91	Amended	
		222/444	05/17/91	Amended	
		222/442	05/17/91	Amended	
		222/440	05/17/91	Amended	
		222/438	05/17/91	Amended	
		222/436	05/17/91	Amended	
		222/434	05/17/91	Amended	
		222/432	05/17/91	Amended	
		222/430	05/17/91	Amended	
		222/428	05/17/91	Amended	
		222/426	05/17/91	Amended	
		222/450	05/17/91	Amended	

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

O. H20 Mistakes

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

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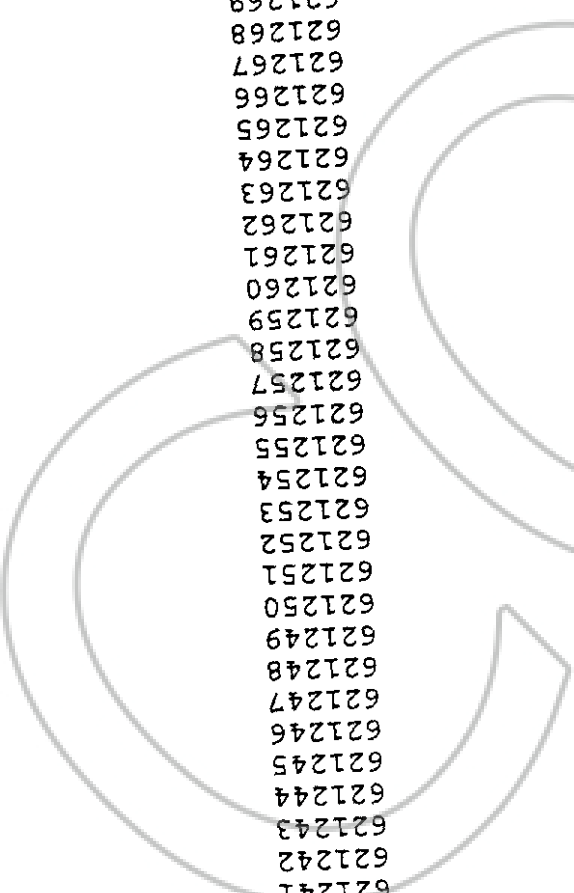
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BLM SERIAL NO.	BLKO CO. BOOK/PAGE	EUREKA CO. BOOK/PAGE	DATE OF LOCATION	CLAIM NAME
621233	221/230	221/230	01/10/91	H20 22
621234	221/231	221/231	01/16/91	H20 23
621235	221/232	221/232	01/16/91	H20 24
621236	221/233	221/233	01/16/91	H20 25
621237	221/234	221/234	01/17/91	H20 26
621238	221/235	221/235	01/17/91	H20 27
621239	221/236	221/236	01/17/91	H20 28
621240	221/237	221/237	01/17/91	H20 29
621241	221/238	221/238	01/16/91	H20 30
621242	221/239	221/239	01/16/91	H20 31
621243	221/240	221/240	01/16/91	H20 32
621244	221/241	221/241	01/16/91	H20 33
621245	221/242	221/242	01/10/91	H20 34
621246	221/243	221/243	01/14/91	H20 35
621247	221/244	221/244	01/14/91	H20 36
621248	221/245	221/245	02/01/91	H20 37
621249	221/246	221/246	02/01/91	H20 38
621250	221/247	221/247	01/30/91	H20 39
621251	221/248	221/248	01/30/91	H20 40
621252	221/249	221/249	01/23/91	H20 41
621253	221/250	221/250	01/23/91	H20 42
621254	221/251	221/251	01/23/91	H20 43
621255	221/252	221/252	01/23/91	H20 44
621256	221/253	221/253	01/23/91	H20 45
621257	221/254	221/254	01/23/91	H20 46
621258	221/255	221/255	01/23/91	H20 47
621259	221/256	221/256	01/24/91	H20 48
621260	221/257	221/257	01/24/91	H20 49
621261	221/258	221/258	01/30/91	H20 50
621262	221/259	221/259	01/31/91	H20 51
621263	221/260	221/260	01/31/91	H20 52
621264	221/261	221/261	01/29/91	H20 53
621265	221/262	221/262	01/29/91	H20 54
621266	221/263	221/263	01/24/91	H20 55
621267	221/264	221/264	01/24/91	H20 56
621268	221/265	221/265	01/23/91	H20 57
621269	221/266	221/266	01/23/91	H20 58
621270	221/267	221/267	01/22/91	H20 59
621271	221/268	221/268	01/22/91	H20 60
621272	221/269	221/269	01/22/91	H20 61
621273	221/270	221/270	01/22/91	H20 62
621274	221/271	221/271	01/22/91	H20 63
621275	221/272	221/272	01/23/91	H20 64
621276	221/273	221/273	01/29/91	H20 65
621277	221/274	221/274	01/29/91	H20 66
621278	221/275	221/275	01/29/91	H20 67
621279	221/276	221/276	01/29/91	H20 68



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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	09/12/87	169/417	Not yet recorded	450090
H111 39	09/12/87	169/418	Not yet recorded	450091
H111 40	09/12/87	169/418	Not yet recorded	450091
H111 46F	10/06/87	169/425	Not yet recorded	450098
H111 47F	10/06/87	169/425	Not yet recorded	450098
H111 48F	12/02/88	193/519		450099
H111 49F	09/27/87	169/426	595/230	450100
H111 50F	09/27/87	169/427	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
Amended	12/02/87		595/234	450104
Amended	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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Micron 26	10/07/69	033/037	57018
Micron 27	10/07/69	033/038	57019
Micron 28	10/07/69	033/039	57020
Micron 29	10/07/69	033/040	57021
Micron 30	10/07/69	033/041	57022
Micron 31	10/07/69	033/042	57023
Micron 32	10/07/69	033/043	57024
Micron 33	10/07/69	033/044	57025
Micron 34	10/07/69	033/045	57026
Micron 35	10/07/69	033/046	57027
Micron 36	10/07/69	033/047	57028

R. NB Warrants

NB# 1	09/17/92	662035
NB# 2	09/17/92	662036
NB# 3	09/17/92	662037
NB# 4	09/17/92	662038
NB# 5	09/17/92	662039
NB# 6	09/17/92	662040
NB# 7	09/17/92	662041
NB# 8	09/17/92	662042
NB# 9	09/17/92	662043
NB# 10	09/17/92	662044
NB# 11	09/17/92	662045
NB# 12	09/17/92	662046
NB# 13	09/17/92	662047
NB# 14	09/17/92	662048
NB# 15	09/17/92	662049
NB# 16	09/17/92	662050
NB# 17	09/17/92	662051
NB# 18	09/17/92	662052
NB# 19	09/17/92	662053
NB# 20	09/17/92	662054
NB# 21	09/17/92	662055
NB# 22	09/17/92	662056
Amended NB# 23	09/28/92	662057
NB# 24	09/17/92	662058
NB# 25	09/17/92	662059
NB# 26	09/17/92	662060
NB# 27	09/17/92	662061
NB# 28	09/17/92	662062
NB# 29	09/17/92	662063
NB# 30	09/17/92	662064
NB# 31	09/17/92	662065
NB# 32	09/17/92	662066
NB# 33	09/17/92	662067

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CLAIM NAME	DATE OF	LOCATION	BOOK/PAGE	EUREKA CO.	BOOK/PAGE	ELKO CO.	SERIAL NO.
NB# 83	09/19/92	239/063	239/063	662117			662117
NB# 84	09/19/92	239/064	239/064	662118			662118
NB# 85	09/19/92	239/065	239/065	662119			662119
NB# 86	09/19/92	239/066	239/066	662120			662120
NB# 87	09/19/92	239/067	239/067	662121			662121
NB# 88	09/19/92	239/068	239/068	662122			662122
NB# 89	09/17/92	797/183	797/183	662123			662123
NB# 90	09/17/92	797/184	797/184	662124			662124
NB# 91	09/17/92	797/185	797/185	662125			662125
NB# 92	09/17/92	797/186	797/186	662126			662126
NB# 93	09/17/92	797/187	797/187	662127			662127
NB# 94	09/17/92	797/188	797/188	662128			662128
NB# 95	09/17/92	797/189	797/189	662129			662129
NB# 96	09/17/92	797/190	797/190	662130			662130
NB# 97	09/17/92	797/191	797/191	662131			662131
NB# 98	09/17/92	797/192	797/192	662132			662132
NB# 99	09/17/92	797/193	797/193	662133			662133
NB# 100	09/17/92	797/194	797/194	662134			662134
NB# 101	09/17/92	797/195	797/195	662135			662135
NB# 102	09/17/92	797/196	797/196	662136			662136
NB# 103	09/17/92	797/197	797/197	662137			662137
NB# 104	09/17/92	797/198	797/198	662138			662138
NB# 105	09/19/92	239/069	239/069	662139			662139
NB# 106	09/19/92	239/070	239/070	662140			662140
NB# 107	09/19/92	239/071	239/071	662141			662141
NB# 108	09/19/92	239/072	239/072	662142			662142
NB# 109	09/19/92	239/073	239/073	662143			662143
NB# 110	09/19/92	239/074	239/074	662144			662144
NB# 111	09/19/92	239/075	239/075	662145			662145
NB# 112	09/19/92	239/076	239/076	662146			662146
NB# 113	09/19/92	239/077	239/077	662147			662147
NB# 114	09/19/92	239/078	239/078	662148			662148
NB# 115	09/19/92	239/079	239/079	662149			662149
NB# 116	09/19/92	239/080	239/080	662150			662150
NB# 117	09/19/92	239/081	239/081	662151			662151
NB# 118	09/19/92	239/082	239/082	662152			662152
NB# 119	09/19/92	239/083	239/083	662153			662153
NB# 120	09/19/92	239/084	239/084	662154			662154
NB# 121	09/19/92	239/085	239/085	662155			662155
NB# 122	09/19/92	239/086	239/086	662156			662156
NB# 123	09/19/92	239/087	239/087	662157			662157
NB# 124	09/19/92	239/088	239/088	662158			662158
NB# 125	09/19/92	239/089	239/089	662159			662159
NB# 126	09/19/92	239/090	239/090	662160			662160
NB# 127	09/19/92	239/091	239/091	662161			662161
NB# 128	09/19/92	239/092	239/092	662162			662162
NB# 129	09/19/92	239/093	239/093	662163			662163
NB# 130	09/19/92	239/094	239/094	662164			662164

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NB# 131	09/19/92	239/095	239/095	662165
NB# 132	09/19/92	239/096	239/096	662166
NB# 133	09/19/92	239/097	239/097	662167
NB# 134	09/19/92	239/098	239/098	662168
NB# 135	09/19/92	239/099	239/099	662169
NB# 136	09/19/92	239/100	239/100	662170
NB# 137	09/17/92	797/207	797/207	662171
NB# 138	09/17/92	797/208	797/208	662172
NB# 139	09/17/92	797/209	797/209	662173
NB# 140	09/17/92	797/210	797/210	662174
NB# 141	09/17/92	797/211	797/211	662175
NB# 142	09/17/92	797/212	797/212	662176
NB# 143	09/17/92	797/213	797/213	662177
NB# 144	09/17/92	797/214	797/214	662178
NB# 145	09/17/92	797/215	797/215	662179
NB# 146	09/17/92	797/216	797/216	662180
NB# 147	09/17/92	797/217	797/217	662181
NB# 148	09/17/92	797/218	797/218	662182
NB# 149	09/17/92	797/219	797/219	662183
NB# 150	09/17/92	797/220	797/220	662184
NB# 151	09/17/92	797/221	797/221	662185
NB# 152	09/17/92	797/222	797/222	662186
NB# 153	09/19/92	239/101	239/101	662187
NB# 154	09/19/92	239/102	797/223	662188
NB# 155	09/19/92	239/103	797/224	662189
NB# 156	09/19/92	239/104	797/225	662190
NB# 157	09/19/92	239/105	797/226	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

CLAIM NAME	DATE OF	LOCATION	BOOK/PAGE	BOOK/PAGE	SERIAL NO.
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				662219
NB# 186	09/17/92				662220
NB# 187	09/17/92				662221
NB# 188	09/17/92				662222
NB# 189	09/17/92				662223
NB# 190	09/17/92				662224
NB# 191	09/17/92				662225
NB# 192	09/17/92				662226
NB# 193	09/19/92		239/133		662227
NB# 194	09/19/92		239/134		662228
NB# 195	09/19/92		239/135		662229
NB# 196	09/19/92		239/136		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	Date	Book/Page	Serial No.
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	Date	Book/Page	Serial No.
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	239666
Amended	05/17/91	222/468	
Post 5	10/14/66	013/423	57150
Amended	05/17/91	222/470	
Post 6	10/14/66	013/425	57151
Amended	05/17/91	222/472	
Post Extension	04/20/82	102/340	239668
Amended	05/17/91	222/476	
Post Fraction	04/20/82	102/339	239667
Amended	05/17/91	222/474	

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

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

U. Rodeo Claims

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

V. Rod Claims

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

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

Rod 16	05/12/87	158/366	412487
Rod 17	05/13/87	158/367	412488
Rod 18	05/13/87	158/368	412489
Rod 19	05/13/87	158/369	412490
Rod 20	05/13/87	158/370	412491
Rod 21	05/13/87	158/371	412492
Rod 22	05/13/87	158/372	412493
Rod 23	05/13/87	158/373	412494
Rod 24	05/13/87	158/374	412495
Rod 25	05/13/87	158/375	412496
Rod 26	05/13/87	158/376	412497
Rod 27	05/13/87	158/377	412498
Rod 28	05/13/87	158/378	412499
Rod 29	05/13/87	158/379	412500
Rod 30	05/13/87	158/380	412501
Rod 31	05/13/87	158/381	412502
Rod 32	05/13/87	158/382	412503

W. SJ Claims

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

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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 SERIAL NO.

CLAIM NAME	DATE OF LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	SERIAL NO.
SJ 1	07/21/87	162/051	162/051	427376
SJ 2	07/21/87	162/052	162/052	427377
SJ 3	07/21/87	162/053	162/053	427378
SJ 4	07/21/87	162/054	162/054	427379
SJ 5	07/15/87	162/055	162/055	427380
SJ 6	07/15/87	162/056	162/056	427381
SJ 7	07/15/87	162/057	162/057	427382
SJ 8	07/15/87	162/058	162/058	427383
SJ 9	07/15/87	162/059	162/059	427384
SJ 10	07/15/87	162/060	162/060	427385
SJ 11	07/16/87	162/061	162/061	427386
SJ 12	07/16/87	162/062	162/062	427387
SJ 13	07/16/87	162/063	162/063	427388
SJ 14	07/16/87	162/064	162/064	427389

CLAIM NAME	DATE OF LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	SERIAL NO.
SJ 1	08/14/75	052/327	052/327	73188
SJ 2	08/14/75	052/328	052/328	73189
SJ 3	08/14/75	052/329	052/329	73190
SJ 4	08/14/75	052/330	052/330	73191
SJ 5	08/14/75	052/331	052/331	73192
SJ 6	08/14/75	052/332	052/332	73193
SJ 7	08/14/75	052/333	052/333	73194
SJ 8	08/14/75	052/334	052/334	73195
SJ 9	08/14/75	052/335	052/335	73196
SJ 10	08/14/75	052/336	052/336	73197
SJ 11	08/14/75	052/337	052/337	73198
SJ 12	08/14/75	052/338	052/338	73199
SJ 13	08/14/75	052/339	052/339	73200
SJ 14	08/14/75	052/340	052/340	73201

X. Stewart Claims

CLAIM NAME	DATE OF LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	SERIAL NO.
Stewart	09/24/78	066/518	066/518	39429
Stewart 1	09/24/78	066/519	066/519	39430
Stewart 2	09/24/78	066/520	066/520	39431
Stewart 3	09/24/78	066/521	066/521	39432
Stewart 4	09/24/78	066/522	066/522	39433
Stewart 5	09/24/78	066/523	066/523	39434

Y. WB Millsties

CLAIM NAME	DATE OF LOCATION	EUREKA CO. BOOK/PAGE	ELKO CO. BOOK/PAGE	SERIAL NO.
WB# 1	09/15/92	238/445	238/445	661376
WB# 2	09/15/92	238/446	238/446	661377
WB# 3	09/15/92	238/447	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	238/449	661379
WB# 5	09/15/92	238/449	238/450	661380
WB# 6	09/15/92	238/450	238/451	661381
WB# 7	09/15/92	238/451	238/452	661382
WB# 8	09/15/92	238/452	238/453	661383
WB# 9	09/15/92	238/453	238/454	661384
WB# 10	09/15/92	238/454	238/455	661385
WB# 11	09/15/92	238/455	238/456	661386
WB# 12	09/15/92	238/456	238/457	661387
WB# 13	09/15/92	238/457	238/458	661388
WB# 14	09/15/92	238/458	238/459	661389
WB# 15	09/15/92	238/459	238/460	661390
WB# 16	09/15/92	238/460	238/461	661391
WB# 17	09/15/92	238/461	238/462	661392
WB# 18	09/15/92	238/462	238/463	661393
WB# 19	09/15/92	238/463	238/464	661394
WB# 20	09/15/92	238/464	238/465	661395
WB# 21	09/15/92	238/465	238/466	661396
WB# 22	09/15/92	238/466	238/467	661397
WB# 23	09/15/92	238/467	238/468	661398
WB# 24	09/15/92	238/468	238/469	661399
WB# 25	09/15/92	238/469	238/470	661400
WB# 26	09/15/92	238/470	238/471	661401
WB# 27	09/15/92	238/471	238/472	661402
WB# 28	09/15/92	238/472	238/473	661403
WB# 29	09/15/92	238/473	238/474	661404
WB# 30	09/15/92	238/474	238/475	661405
WB# 31	09/15/92	238/475	238/476	661406
WB# 32	09/15/92	238/476	238/477	661407
WB# 33	09/15/92	238/477	238/478	661408
WB# 34	09/15/92	238/478	238/479	661409
WB# 35	09/15/92	238/479	238/480	661410
WB# 36	09/15/92	238/480	238/481	661411
WB# 37	09/15/92	238/481	238/482	661412
WB# 38	09/15/92	238/482	238/483	661413
WB# 39	09/15/92	238/483	238/484	661414
WB# 40	09/15/92	238/484	238/485	661415
WB# 41	09/15/92	238/485	238/486	661416
WB# 42	09/15/92	238/486	238/487	661417
WB# 43	09/15/92	238/487	238/488	661418
WB# 44	09/15/92	238/488	238/489	661419
WB# 45	09/15/92	238/489	238/490	661420
WB# 46	09/15/92	238/490	238/491	661421
WB# 47	09/15/92	238/491	238/492	661422
WB# 48	09/15/92	238/492	238/493	661423
WB# 49	09/16/92	238/493	238/494	661424
WB# 50	09/16/92	238/494	238/495	661425
WB# 51	09/16/92	238/495	238/496	661426
WB# 52	09/16/92	238/496		661427

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

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

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

WB# 102	09/16/92	238/546	661477
WB# 103	09/16/92	238/547	661478
WB# 104	09/16/92	238/548	661479
WB# 105	09/16/92	238/549	661480
WB# 106	09/16/92	238/550	661481
WB# 107	09/16/92	238/551	661482
WB# 108	09/16/92	238/552	661483
WB# 109	09/16/92	238/553	661484
WB# 110	09/16/92	238/554	661485
WB# 111	09/16/92	238/555	661486
WB# 112	09/16/92	238/556	661487
WB# 113	09/16/92	238/557	661488
WB# 114	09/16/92	238/558	661489
WB# 115	09/16/92	238/559	661490
WB# 116	09/16/92	238/560	661491
WB# 117	09/14/92	238/561	661492
WB# 118	09/14/92	238/562	661493
WB# 119	09/16/92	238/563	661494
WB# 120	09/16/92	238/564	661495
WB# 121	09/16/92	238/565	661496
WB# 122	09/16/92	238/566	661497
WB# 123	09/16/92	238/567	661498
WB# 124	09/16/92	238/568	661499
WB# 125	09/16/92	238/569	661500
WB# 126	09/16/92	238/570	661501
WB# 127	09/16/92	238/571	661502
WB# 128	09/16/92	238/572	661503
WB# 129	09/14/92	238/573	661504
WB# 130	09/14/92	238/574	661505
WB# 131	09/14/92	238/575	661506
WB# 132	09/14/92	238/576	661507
WB# 133	09/14/92	238/577	661508
WB# 134	09/14/92	238/578	661509
WB# 135	09/14/92	238/579	661510
WB# 136	09/14/92	238/580	661511
WB# 137	09/16/92	238/581	661512
WB# 138	09/16/92	238/582	661513
WB# 139	09/16/92	238/583	661514
WB# 140	09/16/92	238/584	661515
WB# 141	09/16/92	238/585	661516
WB# 142	09/16/92	238/586	661517
WB# 143	09/16/92	238/587	661518
WB# 144	09/16/92	238/588	661519
WB# 145	09/16/92	238/589	661520
WB# 146	09/16/92	238/590	661521
WB# 147	09/16/92	238/591	661522
WB# 148	09/16/92	238/592	661523
WB# 149	09/16/92	238/593	661524
WB# 150	09/16/92	238/594	661525

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

Z. WS Mllsttes

WS 1	Amended	10/17/86	153/213	390414
WS 2	Amended	02/25/92	153/214	390415
WS 3	Amended	10/17/86	153/215	390416
WS 4	Amended	02/25/92	232/272	390417
WS 5	Amended	10/17/86	153/216	390417
WS 6	Amended	02/25/92	232/273	390417
WS 7	Amended	10/17/86	153/217	390418
WS 8	Amended	02/25/92	232/274	390418
WS 9	Amended	10/17/86	153/218	390419
WS 10	Amended	02/25/92	232/275	390419
WS 11	Amended	10/17/86	153/219	390420
WS 12	Amended	02/25/92	232/276	390421
WS 13	Amended	10/17/86	153/220	390421
WS 14	Amended	02/25/92	232/277	390422
WS 15	Amended	10/17/86	153/221	390422
WS 16	Amended	02/25/92	232/278	390423
WS 17	Amended	10/17/86	153/222	390423
WS 18	Amended	02/25/92	232/279	390424
WS 19	Amended	10/17/86	153/223	390424
WS 20	Amended	02/25/92	232/280	390425
WS 21	Amended	10/17/86	153/224	390425
WS 22	Amended	02/25/92	232/281	390426
WS 23	Amended	10/17/86	153/225	390426
WS 24	Amended	02/25/92	232/282	390427
WS 25	Amended	10/18/86	153/226	390427
WS 26	Amended	02/25/92	232/283	390428
WS 27	Amended	10/18/86	153/227	390428
WS 28	Amended	02/25/92	232/284	390429
WS 29	Amended	10/18/86	153/228	390429
WS 30	Amended	02/25/92	232/285	390430
WS 31	Amended	10/18/86	153/229	390430
WS 32	Amended	02/25/92	232/286	390431

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CLAIM NAME

DATE OF LOCATION

EUREKA CO. BOOK/PAGE

ELKO CO. BOOK/PAGE

BLM SERIAL NO.

WS 19

Amended

WS 20

Amended

WS 21

Amended

WS 22

Amended

WS 23

Amended

WS 24

Amended

WS 25

Amended

WS 26

Amended

WS 27

Amended

WS 28

Amended

WS 29

Amended

WS 30

Amended

WS 31

Amended

WS 32

Amended

WS 33

Amended

WS 34

Amended

WS 35

Amended

WS 36

Amended

WS 37

Amended

WS 38

Amended

WS 39

Amended

WS 40

Amended

WS 41

Amended

WS 42

Amended

10/18/86

02/25/92

10/18/86

02/25/92

10/18/86

02/25/92

10/18/86

02/25/92

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CLAIM NAME	DATE OF	EUREKA CO.	ELKO CO.	BLM
	LOCATION	BOOK/PAGE	BOOK/PAGE	SERIAL NO.
WS 43	10/18/86	153/255	153/255	390456
Amended	02/25/92	232/310	232/310	390457
WS 44	10/18/86	153/256	153/256	390457
Amended	02/25/92	232/311	232/311	390458
WS 45	10/18/86	153/257	153/257	390458
Amended	02/25/92	232/312	232/312	390459
WS 46	10/18/86	153/258	153/258	390459
Amended	02/25/92	232/313	232/313	390460
WS 47	10/18/86	153/259	153/259	390460
Amended	02/25/92	232/314	232/314	390461
WS 48	10/18/86	153/260	153/260	390461
Amended	02/25/92	232/315	232/315	390462
WS 49	10/18/86	153/261	153/261	390462
Amended	02/25/92	232/316	232/316	390463
WS 50	10/18/86	153/262	153/262	390463
Amended	02/25/92	232/317	232/317	390464
WS 51	10/19/86	153/263	153/263	390464
WS 52	10/19/86	153/264	153/264	390465
WS 53	10/19/86	153/265	153/265	390466
Amended	02/25/92	232/318	232/318	390467
WS 54	10/19/86	153/266	153/266	390467
Amended	02/25/92	232/319	232/319	390468
WS 55	10/19/86	153/267	153/267	390468
Amended	02/25/92	232/320	232/320	390469
WS 56	10/19/86	153/268	153/268	390469
Amended	02/25/92	232/321	232/321	390470
WS 57	10/19/86	153/269	153/269	390470
Amended	02/25/92	232/322	232/322	390471
WS 58	10/19/86	153/270	153/270	390471
Amended	02/25/92	232/323	232/323	390472
WS 59	10/19/86	153/271	153/271	390472
Amended	02/25/92	232/324	232/324	390473
WS 60	10/19/86	153/272	153/272	390473
Amended	02/25/92	232/325	232/325	390474
WS 61	10/19/86	153/273	153/273	390474
Amended	02/25/92	232/326	232/326	390475
WS 62	10/19/86	153/274	153/274	390475
Amended	02/25/92	232/327	232/327	390476
WS 63	10/19/86	153/275	153/275	390476
Amended	02/25/92	232/328	232/328	390477
WS 64	10/19/86	153/276	153/276	390477
Amended	02/25/92	232/329	232/329	390478
WS 65	10/19/86	153/277	153/277	390478
Amended	02/25/92	232/330	232/330	390479
WS 66	10/19/86	153/278	153/278	390479
Amended	02/25/92	232/331	232/331	390480
WS 67	10/19/86	153/279	153/279	390480
Amended	02/25/92	232/332	232/332	

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

WS 68	10/19/86	153/280	390481
Amded	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	390484
WS 72	10/19/86	153/284	390485
WS 73	10/19/86	153/285	390486
WS 74	10/19/86	153/286	390487
WS 75	10/19/86	153/287	390488
WS 76	10/19/86	153/288	390489
WS 77	10/19/86	153/289	390490
Amded	03/15/89	196/188	390491
WS 78	10/21/86	153/290	390492
WS 79	10/21/86	153/291	390492
WS 80	10/21/86	153/292	390493
WS 81	10/21/86	153/293	390494
WS 82	11/11/86	153/294	390495
WS 83	11/11/86	153/295	390496
WS 84	11/11/86	153/296	390497
WS 85	11/11/86	153/297	390498
WS 86	11/11/86	153/298	390499
WS 87	11/11/86	153/299	390500
WS 88	11/11/86	153/300	390501
WS 84-1	04/26/88	177/239	480215
Amded	02/25/92	232/334	480216
WS 85-1	04/26/88	177/240	480217
Amded	02/25/92	232/335	480218
WS 86-1	04/26/88	177/241	480219
Amded	02/25/92	232/336	480220
WS 87-1	04/26/88	177/242	480221
Amded	02/25/92	232/337	480222
WS 88-1	04/26/88	177/243	480223
Amded	02/25/92	232/338	480224
WS 89	04/26/88	177/244	480225
Amded	03/15/89	196/190	480226
Amded	02/25/92	232/339	480227
WS 90	04/26/88	177/245	480228
Amded	02/25/92	232/340	480229
WS 91	04/26/88	177/246	480230
Amded	02/25/92	232/341	480231
WS 92	04/26/88	177/247	480232
Amded	02/25/92	232/342	480233
WS 93	04/26/88	177/248	480234
Amded	02/25/92	232/343	480235
WS 94	04/26/88	177/249	480236
Amded	02/25/92	232/344	480237
WS 95	04/26/88	177/250	480238
Amded	02/25/92	232/345	480239
WS 96	04/26/88	177/251	480240

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

480228	177/252	04/26/88	WS 97
480229	177/253	04/26/88	WS 98
480230	232/346	02/25/92	Amended
480231	177/254	04/26/88	WS 99
480232	232/347	02/25/92	Amended
480233	177/255	04/26/88	WS 100
480234	232/348	02/25/92	Amended
480235	177/256	04/26/88	WS 101
480236	232/349	02/25/92	Amended
480237	177/257	04/26/88	WS 102
480238	232/350	02/25/92	Amended
480239	177/258	04/26/88	WS 103
480240	232/351	02/25/92	Amended
480241	177/259	04/26/88	WS 104
480242	232/352	02/25/92	Amended
480243	177/253	04/26/88	WS 105
480244	232/354	02/25/92	Amended
480245	177/255	04/26/88	WS 106
480246	232/356	02/25/92	Amended
480247	177/257	04/26/88	WS 107
480248	232/358	02/25/92	Amended
480249	177/260	04/26/88	WS 108
480250	232/361	02/25/92	Amended
480251	177/262	04/26/88	WS 109
480252	232/364	02/25/92	Amended
	177/266	04/26/88	WS 110
	232/367	02/25/92	Amended
	177/269	04/26/88	WS 111
	232/370	02/25/92	Amended
	177/271	04/26/88	WS 112
	232/372	02/25/92	Amended
	177/273	04/26/88	WS 113
	232/374	02/25/92	Amended
	177/275	04/26/88	WS 114
	232/376	02/25/92	Amended
	177/277	04/26/88	WS 115
	232/378	02/25/92	Amended
	177/279	04/26/88	WS 116
	232/380	02/25/92	Amended
	177/281	04/26/88	WS 117
	232/382	02/25/92	Amended
	177/283	04/26/88	WS 118
	232/384	02/25/92	Amended
	177/285	04/26/88	WS 119
	232/386	02/25/92	Amended
	177/287	04/26/88	WS 120
	232/388	02/25/92	Amended
	177/289	04/26/88	WS 121
	232/390	02/25/92	Amended
	177/291	04/26/88	WS 122
	232/392	02/25/92	Amended
	177/293	04/26/88	WS 123
	232/394	02/25/92	Amended
	177/295	04/26/88	WS 124
	232/396	02/25/92	Amended
	177/297	04/26/88	WS 125
	232/398	02/25/92	Amended

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CLAIM NAME DATE OF EUREKA CO. ELKO CO. 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	474315
Amended	02/25/92	232/371	474316
WS 130	01/28/88	172/474	474316
Amended	02/25/92	232/372	474317
WS 131	01/28/88	172/475	474317
Amended	02/25/92	232/373	474318
WS 132	01/28/88	172/476	474318
Amended	02/25/92	232/374	474319
WS 133	01/28/88	172/477	474319
Amended	02/25/92	232/375	474320
WS 134	01/29/88	172/478	474320
Amended	02/25/92	232/376	474321
WS 135	01/29/88	172/479	474321
Amended	02/25/92	232/377	474322
WS 136	01/29/88	172/480	474322
Amended	02/25/92	232/378	474323
WS 137	01/29/88	172/481	474323
Amended	02/25/92	232/379	474324
WS 138	01/29/88	172/482	474324
Amended	02/25/92	232/380	474325
WS 139	01/29/88	172/483	474325
Amended	02/25/92	232/381	474329
WS 143	01/29/88	172/487	474329
Amended	02/25/92	232/382	474330
WS 144	02/03/88	172/488	474330
Amended	02/25/92	232/383	474331
WS 145	02/03/88	172/489	474331
Amended	02/25/92	232/384	474332
WS 146	02/03/88	172/490	474332
Amended	02/25/92	232/385	474333
WS 147	02/03/88	172/491	474333
Amended	02/25/92	232/386	474334
WS 148	02/03/88	172/492	474334
Amended	02/25/92	232/387	474335
WS 149	02/03/88	172/493	474335
Amended	02/25/92	232/388	474336
WS 150	02/03/88	172/494	474336
Amended	02/25/92	232/389	474337
WS 151	02/05/88	172/495	474337
Amended	02/25/92	232/390	474338
WS 152	02/05/88	172/496	474338
Amended	02/25/92	232/391	474339
WS 153	02/08/88	172/497	474339
Amended	02/25/92	232/392	

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

CLAIM NAME	DATE OF	EUREKA CO.	ELKO CO.	BLM	SERIAL NO.
WS 154	02/08/88	172/498	232/393	474340	
Amded	02/25/92		172/499	474341	
WS 155	02/08/88	172/500	232/394	474342	
WS 156	02/08/88	172/501	172/502	474343	
WS 157	02/08/88	172/502	172/502	474344	
Amded	02/25/92		232/395	474345	
WS 159	02/08/88	172/503	172/503	474345	
Amded	02/25/92		232/396	474346	
WS 160	02/08/88	172/504	172/504	474346	
Amded	02/25/92		232/397	474347	
WS 161	02/08/88	172/505	172/505	474347	
Amded	02/25/92		232/398	474348	
WS 162	02/05/88	172/506	172/506	474348	
Amded	02/25/92		232/399	474349	
WS 163	02/05/88	172/507	172/507	474349	
Amded	02/25/92		232/400	474350	
WS 164	02/05/88	172/508	172/508	474350	
Amded	02/25/92		232/401	474351	
WS 165	02/05/88	172/509	172/509	474351	
Amded	02/25/92		232/402	474352	
WS 166	02/05/88	172/510	172/510	474352	
Amded	02/25/92		232/403	474353	
WS 167	02/04/88	172/511	172/511	474353	
Amded	02/25/92		232/404	474354	
WS 168	02/04/88	172/512	172/512	474354	
Amded	02/25/92		232/405	474355	
WS 169	02/03/88	172/513	172/513	474355	
Amded	02/25/92		232/406	474356	
WS 170	01/29/88	172/514	172/514	474356	
Amded	02/25/92		232/407	474359	
WS 173	01/29/88	172/517	172/517	474359	
Amded	02/25/92		232/408	474360	
WS 174	02/03/88	172/518	172/518	474360	
Amded	02/25/92		232/409	474361	
WS 175	02/04/88	172/519	172/519	474361	
Amded	02/25/92		232/410	474362	
WS 176	02/04/88	172/520	172/520	474362	
Amded	02/25/92		232/411	474363	
WS 177	02/04/88	172/521	172/521	474363	
Amded	02/25/92		232/412	474364	
WS 178	02/04/88	172/522	172/522	474364	
Amded	02/25/92		232/413	474365	
WS 179	02/04/88	172/523	172/523	474365	
Amded	02/25/92		232/414	474366	
WS 180	02/04/88	172/524	172/524	474366	
Amded	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. FREE LAND

Mining Lease No. SPL-634 dated February 15, 1976 by and between Southern Pacific Land Company and Long Lac Mineral Exploration Limited covering the E 1/2 of Section 25, T. 36 N., R. 49 E., M.D.B. & M. A Memorandum of Lease is recorded in Book 75 at page 427 of the Eureka County records.

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

II. MINING LEASE

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

EXHIBIT D

ATTACHED TO AND FORMING A PART OF THE DEED OF TRUST,
MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
ASSIGNMENT OF PROCEEDS, RENTS AND LEASES GIVEN BY
BARRICK FINANCECO INC., AS TRUSTOR, TO FIRST AMERICAN
LITTLE 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/11192A

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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 FINANCECO INC., 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/111692C

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Barrick Goldstrike Mines, Inc
92 DEC -1 P2:40
EUREKA COUNTY, NEVADA
M.N. REBAL/ATI. RECORDER
FILE NO. 143306
FEE \$ 89.00

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