

141318A

When Recorded, Mail To:
John C. Miller, Esq.
Blohm Bldg. - Suite 201
Elko, Nevada 89801

SPECIAL WARRANTY DEED,
ASSIGNMENT AND QUITCLAIM DEED

THIS SPECIAL WARRANTY DEED, ASSIGNMENT AND QUITCLAIM DEED (this "Deed and Assignment") is made and effective as of 12:02 a.m. June 23, 1992 (the "Effective Time"), from IVANHOE GOLD COMPANY, a Colorado corporation ("IVANHOE"), whose address is #935 Marine Building, 355 Burrard Street, Vancouver, B.C., Canada V6C 2G8, as Grantor and Assignor, to NEWMONT EXPLORATION LIMITED, a Delaware corporation ("NEWMONT"), whose address is One Norwest Center, 1700 Lincoln Street, Denver, Colorado 80203, as Grantee and Assignee.

RECITALS

A. By Asset Purchase Agreement dated effective as of March 18, 1992, between NEWMONT and IVANHOE (the "Newmont-Ivanhoe Agreement"), NEWMONT agreed to acquire from IVANHOE all of IVANHOE's One-Half (1/2 or 50%) interest in the whole of, among other assets, the unpatented mining claims and the agreements, leasehold and subleasehold estates of unpatented mining claims described in Exhibit A hereto, all improvements and fixtures located thereon, and the easements, rights of way and access agreements described in Exhibit A or otherwise appurtenant to or used in connection with such mining claims or agreements, leasehold or subleasehold estates as set forth in Exhibit A attached hereto, and incorporated herein by reference, hereinafter simply referred to as the "Property." Specifically, but without limitation, included within the meaning of the Property are any real property interests, of any nature, within the townships set forth in Part A of Exhibit A.

B. The Property was formerly subject to a Mining Venture Agreement dated as of April 4, 1987 between IVANHOE and Touchstone Resources Company, Nevada corporation ("Touchstone") (the "Ivanhoe Venture Agreement"). The Ivanhoe Venture Agreement was terminated pursuant to Ivanhoe Joint Venture Termination Agreement dated effective as of June 22, 1992, and record title to the Property was conveyed to IVANHOE

BOOK 236 PAGE 079

BOOK 787 PAGE 776

and Touchstone by the Ivanhoe Joint Venture, a British Columbia, Canada, joint venture (the "Ivanhoe Joint Venture"), in its capacity as nominee under the Ivanhoe Venture Agreement for IVANHOE and Touchstone and record title holder on behalf of IVANHOE and Touchstone, by its sole co-venturers, Touchstone and IVANHOE, and by IVANHOE and Touchstone individually, by that certain Quitclaim Deed and Assignment dated effective as of June 23, 1992 at 12:01 a.m..

C. The Property is currently held of record, and is presently beneficially owned, One-Half (1/2 or 50%) by Touchstone, and One-Half (1/2 or 50%) by IVANHOE, as tenants-in-common.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IVANHOE hereby grants, bargains and sells to NEWMONT all of its right, title and interest in and to the real property interests described in Parts B, C, D, E, F, G, H, I and J of Exhibit A, being no less than an undivided One-Half (1/2 or 50%) interest in the entire estate.

TO HAVE AND TO HOLD such interest in those portions of the Property, together with all appurtenances thereto, unto NEWMONT, and its successors and assigns forever.

* * * * *

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IVANHOE hereby assigns to NEWMONT all of its right, title and interest in those certain leasehold estates, subleases, agreements, leases, easements, rights of way and access agreements, and water permits set forth in Parts D, E, F, G, H, I and J of Exhibit A, being no less than an undivided One-Half (1/2 or 50%) interest in those certain leasehold estates, subleases, agreements, leases, easements, rights of way and access agreements, and water permits set forth in Parts D, E, F, G, H, I and J of Exhibit A.

TO HAVE AND TO HOLD such separate, undivided One-Half (1/2 or 50%) interest in those certain leasehold estates, subleases, agreements, leases, easements, rights of way and access agreements, and water permits set forth in Parts D, E,

BOOK 236 PAGE 080

BOOK 787 PAGE 777

F, G, H, I and J of Exhibit A, together with all appurtenances thereto, unto NEWMONT, and to its successors and assigns forever.

Without altering the assumption by NEWMONT of the "Assumed Liabilities" and the retention by IVANHOE of the "Retained Liabilities" set forth in the Newmont-Ivanhoe Agreement, NEWMONT hereby assumes and agrees to perform all of the obligations and covenants of IVANHOE under the terms and provisions of the leases and agreements, subleases, easements, rights of way and access agreements, and water permits described in Parts D, E, F, G, H, I and J of Exhibit A hereto which are to be performed on or after the date of this Deed and Assignment.

* * * * *

This Deed and Assignment is made without representation or warranty of any kind, express, implied or statutory, except that the warranty and covenant (i) for a period of two years after the Effective Time, IVANHOE, for itself and its successors and assigns, warrants to and covenants with NEWMONT, its successors and assigns, that the interest hereby conveyed to NEWMONT in that portion of the Property described in Parts B, C, D, E, F, G, H, I and J of Exhibit A is free and clear of all claims, mortgages, deeds of trust, financing statements, liens, including, but not limited to, mechanic's or materialmen's liens, operator's liens and tax liens, security interests, royalty interests, overriding royalty interests, net profits interests, production payments, any other burden on or payment out of production from the Property, and any other agreements (including but not limited to the Ivanhoe Venture Agreement, and the Amended and Restated Mining Venture Agreement, dated September 3, 1987, between Hayes Resources, Inc., Touchstone and IVANHOE), burdens or encumbrances of any kind or nature, and all rights to file or otherwise perfect any of the foregoing created by, through or under IVANHOE (collectively "Encumbrances"), except those Permitted Encumbrances described in Exhibit C attached to the Newmont-Ivanhoe Agreement ("Permitted Encumbrances"), and, for a period of two years after the Effective Time, IVANHOE shall warrant and defend the title of NEWMONT, its successors and assigns, to such interest in the Property against all persons now or hereafter claiming an interest therein by, though or under IVANHOE or the Ivanhoe Joint Venture, expressly excluding and excepting from such warranty Permitted Encumbrances; and (ii) the grant and assignment contained in this Deed and Assignment is made pursuant to the Newmont-Ivanhoe Agreement, pursuant to which IVANHOE has made certain other representations, warranties and indemnities concerning

the Property, and IVANHOE and NEWMONT intend and agree that the warranty described in part (i) of this paragraph is in addition to such representations, warranties and indemnities, and that the representations, warranties and indemnities made in the Newmont-Ivanhoe Agreement shall not be deemed to have merged into the warranty described in part (i) of this paragraph.

* * * * *

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IVANHOE hereby remises, releases, and forever quitclaims to NEWMONT all of its right, title and interest in the Property, being no less than an undivided One-Half (1/2 of 50%) interest in the Property.

TO HAVE AND TO HOLD such interest in the Property, together with all appurtenances thereto, unto NEWMONT, and to its successors and assigns forever.

* * * * *

EXECUTED on June 23, 1992, to be effective for all purposes as of the Effective Time.

IVANHOE GOLD COMPANY,
a Colorado corporation

By: *Peter J. Guest*
Name: PETER J. GUEST
Title: President

NEWMONT EXPLORATION LIMITED,
a Delaware corporation

By: *Timothy J. Schmitt*
Name: TIMOTHY J. SCHMITT
Title: Vice President

**SEAL
Affixed**

BOOK 236 PAGE 082

BOOK 787 PAGE 779

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

On June 23, 1992, personally appeared before me, a Notary Public, PETER J. GUEST, a duly qualified and acting officer of IVANHOE GOLD COMPANY, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument in that capacity.



Mary Kay Waggoner
NOTARY PUBLIC

My commission expires September 24, 1995.

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

On June 23, 1992, personally appeared before me, a Notary Public, TIMOTHY J. SCHMITT, a duly qualified and acting officer of NEWMONT EXPLORATION LIMITED, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument in that capacity.



Mary Kay Waggoner
NOTARY PUBLIC

My commission expires September 24, 1995.



EXHIBIT A
PROPERTY (REAL) DESCRIPTION

A. GENERAL:

It is the intention of the parties to this Agreement that Newmont Exploration Limited, is to acquire all the interest, understood to be at least a 50% interest, of Ivanhoe Gold Company and Galactic Resources, Ltd., or any of their affiliated or controlled companies or entities, and One-Half (1/2 or 50%) of the interest of Touchstone Resources Company and Cornucopia Resources, Ltd., or any of their affiliated or controlled companies or entities, unless otherwise noted, understood to be at least a 50% interest, in and to all real property interests, including without limitation, unpatented mining claims, leases of real property (including unpatented mining claims) within the following townships of Elko and Eureka counties, Nevada:

Township 34 North, Range 48 East
Township 34 North, Range 49 East

Township 35 North, Range 47 East
Township 35 North, Range 48 East
Township 35 North, Range 49 East
Township 35 North, Range 50 East

Township 36 North, Range 47 East
Township 36 North, Range 48 East
Township 36 North, Range 49 East
Township 36 North, Range 50 East

Township 37 North, Range 45 East
Township 37 North, Range 46 East
Township 37 North, Range 47 East
Township 37 North, Range 48 East
Township 37 North, Range 49 East
Township 37 North, Range 50 East

Township 38 North, Range 45 East
Township 38 North, Range 46 East
Township 38 North, Range 47 East
Township 38 North, Range 48 East
Township 38 North, Range 49 East
Township 38 North, Range 50 East

Township 39 North, Range 47 East
Township 39 North, Range 48 East
Township 39 North, Range 49 East
Township 39 North, Range 50 East

Township 40 North, Range 47 East



BOOK 236 PAGE 084

BOOK 787 PAGE 781

EXHIBIT A
Property (Real) Description
June 18, 1992

Township 40 North, Range 48 East
Township 40 North, Range 49 East

EXCEPTING from the above the JOE 114-291, 305-360, 384-411, 423-438, 477-492 and 537-552 claims, located within Township 36 North, Ranges 48 and 49 East, and Township 37 North, Ranges 48 and 49 East, which claims were held by the Ivanhoe Joint Venture, with Hayes Resources, Inc. in another mining venture. By a Termination Agreement, dated as of November 5, 1991, such other mining venture was terminated but appropriate conveyances have not been prepared, executed and recorded to document the distribution of the other mining ventures unpatented mining claims amongst the participants as was agreed to at termination.

It is meant by the parties hereto that the above description is all inclusive and is not limited by the particular description of those unpatented mining claims, and leases or subleases of unpatented mining claims set forth below. In the event any real property rights (including, but not limited to, water rights, easements and rights of way), whether or not presently perfected, are associated with lands within the above described townships, but not particularly described below, it is the intent hereof that such rights are to be included, as if set forth with particularity.

B. UNPATENTED MINING CLAIMS (without royalty): The unpatented mining claims set forth below are to include all rights acquired to the lands covered thereby, by the original location, any relocations or amendments, and all rights acquired or maintained by possession or other principles of law or equity.

<u>Claim Name</u>	<u>BLM Serial Number</u>
ALK 1- 35	NMC 464464-464498
ANT 1- 30	NMC 405022-405051
BFM 1-385	NMC 499718-500102
BFM 386	NMC 500506
BFM 387-436	NMC 500103-500152
BFM 437	NMC 500507
BFM 438-607	NMC 500153-500322
BFM 609-761	NMC 500323-500475
DON 1- 36	NMC 428249-428284
DON 38	NMC 428285
DON 40	NMC 428286
DON 42	NMC 428287
DON 44- 86	NMC 428288-428330
DON 88	NMC 428331
DON 90-119	NMC 428332-428361
DON 121-131	NMC 428362-428372
DON 133-266	NMC 428373-428506
DON 273-278	NMC 428507-428512

EXHIBIT A
Property (Real) Description
June 18, 1992

DON 281
DON 283
DON 285
DON 287
DON 289
DON 291
DON 293
DON 295
DON 297
DON 299-301
DON 303
DON 305
DON 307
DON 309
DON 311
DON 313
DON 315-333
DON 335
DON 357-374
DON 399-407
DON 418-439
DON 441-443
DON 444-490
DON 491-514
GEF 1-526
GEF 527-529
HOL 1- 30
IVA 1-175
IVA 176
IVA 177
IVA 178
IVA 179-182
IVA 183-260
IVA 261
IVA 262
IVA 263
IVA 264
IVA 265
IVA 266
IVA 268-292
JOE 1- 50
JOE 52
JOE 54- 55
JOE 57
JOE 59
JOE 61
JOE 63
JOE 65
JOE 67
JOE 69
JOE 71
JOE 73

NMC 428513
NMC 428514
NMC 428515
NMC 428516
NMC 428517
NMC 428518
NMC 428519
NMC 428520
NMC 428521
NMC 428522-428524
NMC 428525
NMC 428526
NMC 428527
NMC 428528
NMC 428529
NMC 428530
NMC 428531-428549
NMC 428550
NMC 428551-428568
NMC 428569-428577
NMC 428578-428599
NMC 428600-428602
NMC 440489-440535
NMC 499694-499717
NMC 440536-441061
NMC 513105-513107
NMC 500476-500505
NMC 427765-427939
NMC 565747
NMC 427941
NMC 565748
NMC 530682-530685
NMC 427947-428024
NMC 530686
NMC 428026
NMC 530687
NMC 428028
NMC 530688
NMC 428030
NMC 428032-428056
NMC 428057-428106
NMC 428107
NMC 428108-428109
NMC 428110
NMC 428111
NMC 428112
NMC 428113
NMC 428114
NMC 428115
NMC 428116
NMC 428117
NMC 428118

EXHIBIT A
Property (Real) Description
June 18, 1992

JOE 75	NMC 428119
JOE 77	NMC 428120
JOE 79	NMC 428121
JOE 81	NMC 428122
JOE 83	NMC 428123
JOE 85	NMC 428124
JOE 87	NMC 428125
JOE 89	NMC 428126
JOE 91	NMC 428127
JOE 94-113	NMC 428128-428147
JOE 292-302	NMC 445371-445381
JOE 361-382	NMC 445438-445459
JOE 412-422	NMC 445488-445498
JOE 439-476	NMC 445515-445552
JOE 493-536	NMC 445569-445612
JOE 553-596	NMC 445629-445672
JOE 620-639	NMC 445673-445692
JUD 1-251	NMC 440197-440447
JUD 253-293	NMC 440448-440488
LARK 1	NMC 417442
LAURI 203-322	NMC 402733-402852
LAY 1-139	NMC 402853-402991
MWB 1- 2	NMC 515540-515541
RED 955-1024	NMC 445908-445977
RED 1105-1144	NMC 446018-446057
ROC 1-213	NMC 428603-428815
ROC 215-228	NMC 428816-428829
ROC 230-243	NMC 428830-428843
ROSIE 1A-1G (or A-G)	NMC 402992-402998
RYN 1- 48	NMC 440149-440196

C. UNPATENTED MINING CLAIMS (USX royalty): The unpatented mining claims set forth below are to include all rights acquired to the lands covered thereby, by the original location, any relocations or amendments, and all rights acquired or maintained by possession or other principles of law or equity.

<u>Claim Name</u>	<u>BLM Serial Number</u>
BEN	NMC 87304
BEN 1	NMC 87305
CAROLYN 1- 22	NMC 173047-173068
CAROLYN 23	NMC 245261
CAROLYN 23 (aka 23A)	NMC 294137
CAROLYN 24	NMC 173069
CAROLYN 25	NMC 245262
CAROLYN 25 (aka 25A)	NMC 294138
CAROLYN 26- 27	NMC 173070-173071
CAROLYN 27 (aka 27A)	NMC 294139
CAROLYN 28-156	NMC 173072-173200
CAROLYN 157-158	NMC 174181-174182
CAROLYN 159-189	NMC 188618-188648

EXHIBIT A
Property (Real) Description
June 18, 1992

CAROLYN 190-194	NMC 220646-220650
CAROLYN 195-209	NMC 245263-245277
CAROLYN 211-216	NMC 245278-245283
CAROLYN 217	NMC 596915
CAROLYN 218-219	NMC 245285-245286
CAROLYN 221-229	NMC 245287-245295
CAROLYN 233-236	NMC 245296-245299
CAROLYN 238	NMC 245300
CAROLYN 240	NMC 245301
CAROLYN 241-245	NMC 251357-251361
CAROLYN 256-265	NMC 251362-251371
CAROLYN 266-268	NMC 376309-376311
CAROLYN FRAC. 193	NMC 596913
CAROLYN FRAC. 194	NMC 596914
GOV 1- 46	NMC 267559-267604
JIGGS 1- 5	NMC 87311- 87315
LAURI 1- 62	NMC 309243-309304
LAURI 64-202	NMC 309305-309443
OLD TIMERS 5- 9	NMC 87306- 87310
ROSIE 1- 52	NMC 253060-253111
ROSIE 53- 67	NMC 290843-290857
WDF 1- 19	NMC 395835-395853
WDF 25- 50	NMC 395859-395884
WDF 67- 86	NMC 395901-395920
WDF 105-121	NMC 395939-395955
WDF 157-165	NMC 395976-395984
WDF 216	NMC 396020

D. LEASE OF UNPATENTED MINING CLAIMS (Lease and USX royalty): The unpatented mining claims set forth below are to include all rights acquired to the lands covered thereby, by virtue of the lease, and any addendums or amendments, and all rights acquired or maintained by the leasehold, possession or other principles of law or equity.

Lease: Mineral Lease, dated October 23, 1981, between Hillcrest Mining Company as Lessor, and Auric Metals Corporation as Lessee, a sublease of which, dated December 10, 1981, was granted by Auric Metals Corporation as Sublessor, to United States Steel Corporation as Sublessee, and assigned from Touchstone Resources Company, to the Ivanhoe Joint Venture, by that Quitclaim and Assignment, dated August 24, 1990, recorded in Elko County, September 4, 1990, in Book 731, at Page 550. [The documents listed above are intended to give a general description of the lease, leased premises and an indication of the status of the leasehold interest, and are not represented as being a complete listing of all amendments, assignments or other documents pertaining thereto.]

BOOK 236 PAGE 088

EXHIBIT A
Property (Real) Description
June 18, 1992

<u>Claim Name</u>	<u>BLM Serial Number</u>
BILLY 6- 7	NMC 103763-103764
CAR 1- 5	NMC 103752-103756
GAPFILLER	NMC 103767
GAPFILLER 1	NMC 103768
HAROLDS CLUB 1- 5	NMC 103757-103761
HAROLDS CLUB 8	NMC 103762
JERRY 1- 21	NMC 103769-103789
JERRY 23- 25	NMC 103790-103792
JERRY 28- 31	NMC 103793-103796
PICKUP 1	NMC 617440
PICKUP 2	NMC 103765

E. LEASE OF UNPATENTED MINING CLAIMS (Lease royalty): The unpatented mining claims set forth below are to include all rights acquired to the lands covered thereby, by virtue of the lease, and any addendums or amendments, and any additions or amendments to the claims subject thereof, and all rights acquired or maintained by the leasehold, possession or other principles of law or equity.

Lease: Mineral Lease with Option to Purchase, dated April 15, 1987, between Barium Incorporated as Lessor, and Touchstone Resources Company as Lessee; and Amendment to Mining Lease dated June 11, 1987; Second Amendment to Mining Lease dated August 20, 1987; Third Amendment to Mining Lease dated February 27, 1990, assigned from Touchstone Resources Company, to the Ivanhoe Joint Venture, by that Quitclaim and Assignment, dated August 24, 1990, recorded in Elko County, September 4, 1990, in Book 731, at Page 550. [The documents listed above are intended to give a general description of the lease, leased premises and an indication of the status of the leasehold interest, and are not represented as being a complete listing of all amendments, assignments or other documents pertaining thereto.]

<u>Claim Name</u>	<u>BLM Serial Number</u>
ASH 1- 2	NMC 132783-132784
BC 1- 6	NMC 313553-313558
BC 7	NMC 321054
BMA 31- 33 (1/2 Int.)	NMC 313559-313561
BRONCO 1- 6	NMC 132765-132770
BUTTE 1- 32	NMC 135163-135194
BUTTE 33- 34	NMC 291288-291289
BUTTE 39- 42	NMC 291290-291293
BUTTE FRAC. 1- 2	NMC 428844-428845
BUTTERCUP	NMC 132780

BOOK 236 PAGE 089

6

BOOK 787 PAGE 786

EXHIBIT A
Property (Real) Description
June 18, 1992

CAMPBIRD	NMC 132779
COT 1-106	NMC 290621-290726
COT 107-116	NMC 321044-321053
COT FRAC. 1- 4	NMC 290727-290730
EX 1- 2	NMC 132781-132782
FORD 1- 8	NMC 133917-133924
IVA FRAC. 174	NMC 425231
IVANHOE LODE 1- 4	NMC 132771-132774
IVANHOE PLACER 1-22	NMC 191826-191847
IVANHOE PLACER 23-34	NMC 234264-234275
JASPER 1- 2	NMC 230554-230555
JIMMY 1- 6	NMC 132759-132764
LOD 1- 45	NMC 499649-499693
MAYEROFF MERCURY 1- 6	NMC 237742-237747
MER	NMC 239330
NOD 1- 8	NMC 417434-417441
R&R 1- 6	NMC 126933-126938
RIMS 15	NMC 282465
RIMS 17	NMC 282466
RIMS 19	NMC 282467
RIMS 21	NMC 282468
RIMS 23- 28	NMC 282469-282474
RIMS 50	NMC 282475
RIMS 52	NMC 282476
RIMS 59- 72	NMC 282477-282490
RIMS 93-100	NMC 282491-282498
RIMS 101-110	NMC 282501-282510
RIMS A- B	NMC 282499-282500
SAGE 1- 2	NMC 132785-132786
SEXSTONE 3- 4	NMC 425234-425235
SEXSTONE 11- 12	NMC 425236-425237
SEXSTONE 14	NMC 425239
SEXSTONE 19- 75	NMC 425244-425300
SEXSTONE 76- 77	NMC 425628-425629
SEXSTONE 78-145	NMC 425301-425368
TORO 1- 32	NMC 133885-133916
WLS 83-108	NMC 132787-132812

F. LEASE OF UNPATENTED MINING CLAIMS (Lease royalty): The unpatented mining claims set forth below are to include all rights acquired to the lands covered thereby, by virtue of the lease, and any addendums or amendments, and any additions or amendments to the claims subject thereof, and all rights acquired or maintained by the leasehold, possession or other principles of law or equity.

Lease: Lease, dated May 17, 1988, with Bamco Exploration, Inc., Donald E. Smith, Louise Smith, Delbert Reese, Karen Reese, Alice Hannaman, and Dora B. Smith as Lessor, and Touchstone Resources Company as Lessee, assigned from Touchstone Resources Company, to the Ivanhoe Joint Venture, by that

EXHIBIT A
Property (Real) Description
June 18, 1992

Quitclaim and Assignment, dated August 24, 1990, recorded in Elko County, September 4, 1990, in Book 731, at Page 550. [The documents listed above are intended to give a general description of the lease, leased premises and an indication of the status of the leasehold interest, and are not represented as being a complete listing of all amendments, assignments or other documents pertaining thereto.]

Claim Name
HOPE 1- 12

BLM Serial Number
NMC 114378-114389

G. LEASE OF UNPATENTED MINING CLAIMS (Lease royalty): The unpatented mining claims set forth below are to include all rights acquired to the lands covered thereby, by virtue of the lease, and any addendums or amendments, and any additions or amendments to the claims subject thereof, and all rights acquired or maintained by the leasehold, possession or other principles of law or equity.

Lease: Mineral Lease with Option to Purchase, dated April 7, 1987, between Hi-Tech Exploration, Ltd. as Lessor, and Touchstone Resources Company as Lessee; Amendment to Mining Lease dated August 4, 1987; Second Amendment to Mining Lease dated March 23, 1991, assigned from Touchstone Resources Company, to the Ivanhoe Joint Venture, by that Quitclaim and Assignment, dated August 24, 1990, recorded in Elko County, September 4, 1990, in Book 731, at Page 550. [The documents listed above are intended to give a general description of the lease, leased premises and an indication of the status of the leasehold interest, and are not represented as being a complete listing of all amendments, assignments or other documents pertaining thereto.]

Claim Name

ROBBIE 1
ROBBIE 3
ROBBIE 5- 24
ROBBIE 25- 27
ROBBIE 28- 34
ROBBIE 37- 38
ROBBIE 39- 40
ROBBIE 41- 42
ROBBIE 45- 46
ROBBIE 47- 51
ROBBIE 52
ROBBIE 53

BLM Serial Number

NMC 565745
NMC 565746
NMC 105639-105658
NMC 417443-417445
NMC 103662-103668
NMC 103671-103672
NMC 462162-462163
NMC 103675-103676
NMC 462164-462165
NMC 417446-417450
NMC 103686
NMC 417452

EXHIBIT A
Property (Real) Description
June 18, 1992

ROBBIE 56- 60	NMC 103690-103694
ROBBIE 61- 63	NMC 624927-624929
ROBBIE 64- 83	NMC 103698-103717
ROBBIE 84- 86	NMC 103872-103874
ROBBIE 87- 89	NMC 624930-624932
ROBBIE 90-106	NMC 103721-103737
ROBBIE 107	NMC 130875
ROBBIE 108-111	NMC 417458-417461

H. LEASE OF UNPATENTED MINING CLAIMS (Lease royalty): The unpatented mining claims set forth below are to include all rights acquired to the lands covered thereby, by virtue of the lease, and any addendums or amendments, and any additions or amendments to the claims subject thereof, and all rights acquired or maintained by the leasehold, possession or other principles of law or equity.

Lease: Option to Purchase Agreement with Operating Rights, dated June 5, 1987, between Elmer K. Aagaard, Faye Aagaard, Randal K. Aagaard and Terri Aagaard as Lessor, and Touchstone Resources Company as Lessee; Amendment to Option to Purchase Agreement with Operating Rights dated September 3, 1987; Amendment to Option to Purchase Agreement with Operating Rights dated December 17, 1990, assigned from Touchstone Resources Company, to the Ivanhoe Joint Venture, by that Quitclaim and Assignment, dated August 24, 1990, recorded in Elko County, September 4, 1990, in Book 731, at Page 550. [The documents listed above are intended to give a general description of the lease, leased premises and an indication of the status of the leasehold interest, and are not represented as being a complete listing of all amendments, assignments or other documents pertaining thereto.]

<u>Claim Name</u>	<u>BLM Serial Number</u>
AAG 1- 41	NMC 604045-604085
AAG 43-107	NMC 604086-604150
BMA 31- 33 (1/2 Int.)	NMC 313559-313561

I. WATER RIGHTS: The following described water rights (Permit Numbers of the Office of the Nevada State Engineer) subject of that certain Water Rights Quitclaim Deed from Galactic Services, Inc. to the Ivanhoe Joint Venture, dated April 24, 1990, recorded in the Elko County, April 26, 1990, in Book 719, at Page 541, and that certain Correction Water Rights Quitclaim Deed, dated May 2, 1990, recorded in Elko County, May 4, 1990, in Book 720, at Page 589. Such water rights are for points of diversion within Sections 3, 4, 5, and 9, Township 37 North, Range 48 East, for

EXHIBIT A
Property (Real) Description
June 18, 1992

use within Sections 3, 4, 5, 8, 9 and 10, Township 37 North,
Range 48 East, and within Section 32, 33 and 34, Township 38
North, Range 48 East, Elko County, Nevada.

Permit Nos. 52750, 52751, 52752, 52753, 52754 (as amended by
55664), and residual rights in and to 52755, if any.

and all other applications, permits, certificates, adverse or
prescriptive uses, interests, or decrees of any kind or nature,
whether or not perfected or adjudicated, for water or the right
to use water within the townships described above in Section A.

J. EASEMENTS, RIGHTS-OF-WAY, AND ACCESS AGREEMENTS: The
following described agreements:

1. Agreement with the Ellison Ranching Company, dated July
1988. (Originally acquired by Galactic Services, Inc.)
2. Right-of-Way Grant N 48616 from the Bureau of Land
Management, dated October 1, 1988 and amended April 20,
1989. (Originally acquired by Galactic Services, Inc.)

and all other agreements, leases, rights-of-way, adverse or
prescriptive uses and licenses or any kind or nature, oral or
written, to access or utilize any other real property right
described in this Exhibit A.

BOOK 236 PAGE 79
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
John Miller
'92 JUN 26 A9:27

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 141318A FEE \$ 19.00

CERTIFICATION OF COPY
STATE OF NEVADA
COUNTY OF ELKO) ss.

I, JERRY D. REYNOLDS, the duly elected and
qualified Recorder of Elko County, in the State of
Nevada, do hereby certify that this is a true, full
and correct copy of the instrument now on record
in this office. IN WITNESS WHEREOF, I have
hereunto set my hand and affixed the seal of my
office, in Elko, Nevada this

25 day of June 1992
JERRY D. REYNOLDS, COUNTY RECORDER
BY *[Signature]*
(SEAL)

322558

10

BOOK 236 PAGE 093

FEE \$21.00 FILE # 322558
FILED FOR RECORD
AT REQUEST OF
John Miller
'92 JUN 25 A11:26

RECORDED BK 787 PG 776
JERRY D. REYNOLDS
ELKO CO. RECORDER

BOOK 787 PAGE 790

EUREKA COUNTY, NEVADA
DECLARATION OF VALUE

Recording Date 6/26/92 Book 236 Page 79 Instrument# 141318A

Full Value Of Property Interest Conveyed \$ -0-

Less Assumed Liens & Encumbrances -0-

Taxable Value (NRS 375.010, Section 4) \$ _____

Real Property Transfer Tax Due \$ -0-

If exempt, state reason, NRS 375.090, Section _____, Explain:

Only taxable property (water rights) are in Elko County

Escrow Holder only: Check if REal Property Transfer Tax is to be deferred under NRS 375.030, Section 3.

INDIVIDUAL

Under penalty of perjury, I hereby declare that the above statements are correct.

[Signature]
Signature of Declarant

John C. Miller
Name (Please Print)

Suite 201 - Blohm Bldg.
Address

Elko
City

Nevada
State

89801
Zip

ESCROW HOLDER

Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow file.

Signature of Declarant

Name (Please Print)

Escrow Number

Firm Name

Address

City

State

Zip

Tax paid for the above transfer on 6/24, 1992, per NRS 375.030, Section 3.

[Signature]
Signature of Recorder or Representative