

**164750**

When recorded, return to:  
David R. Faley  
Newmont Gold Company  
1700 Lincoln Street  
Denver, Colorado 80203

**MINING DEED**

THIS MINING DEED is entered into and shall be effective as of October 16, 1996, and is from BARRICK GOLDSTRIKE MINES INC., a Colorado corporation whose address is P.O. Box 29, Elko, Nevada 89801 ("Grantor"), to NEWMONT GOLD COMPANY, a Delaware corporation whose address is 1700 Lincoln Street, Denver, Colorado 80203 ("Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor has remised, released, sold, transferred, conveyed and forever quitclaimed, and by these presents does hereby remise, release, sell, transfer, convey and forever quitclaim to Grantee all of its right, title and interest in and to the Minerals located in, under or upon or which are produced from the properties described in Section 2 of this Deed below (the "Property"), subject to the terms and conditions contained in this Deed and that certain Settlement Agreement of even date herewith entered into by and between Grantor, Grantee, Elko Land and Livestock Company and Barrick Gold Corporation (the "1996 Settlement Agreement"), which 1996 Settlement Agreement is hereby incorporated herein by reference.

TO HAVE AND TO HOLD to Grantee, its successors and assigns.

1. "Minerals" means any and all metals, minerals and mineral rights of whatever kind and nature (excepting oil, gas and associated liquid or gaseous hydrocarbons, common variety materials, or materials stockpiled on the surface by Barrick), whether surface or subsurface.

2. The Property subject to this Deed consists of the following:

a. That portion of the Goldstrike No. 3 patented mining claim, patented on May 16, 1994 under Patent No. 27-94-0018, situate in the Southeast Quarter of Section 30, Township 36 North, Range 50 East of the Mount Diablo Base and Meridian, Eureka County, Nevada, as described below:

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Beginning at the southeast corner of the Goldstrike No. 3 patented mining claim, Mineral Survey 5062, thence N. 00° 05' 28" E., along the east boundary line of said claim, 324 feet to a point, thence S. 89° 42' 46" W., parallel to the south boundary line of said claim, 450 feet to a point, thence S. 00° 05' 28" W., parallel to the east boundary line of said claim, 324 feet to a point on the south boundary line of said claim, thence N. 89° 42' 46" E., along the south boundary line of said claim, 450 feet to the point of beginning.

b. The following unpatented lode mining claims situate in the Southeast Quarter of Section 30, Township 36 North, Range 50 East of the Mount Diablo Base and Meridian, Eureka County, Nevada:

CLAIM NAME	LOCATION CERTIFICATE EUREKA COUNTY BOOK/PAGE	BLM SERIAL NO. (NMC)
Goldstrike 39F	231/481 O.R.	641523
GS Fraction 39	130/479 O.R.	325427

3. Subject to the provisions of Section 8 of this Deed, Grantor hereby warrants and agrees to defend title to that portion of the Property described in Section 2(a) above.

4. With respect to that portion of the Property described in Section 2(b) above, and as of the date first written above, Grantor represents and warrants to Grantee that (i) Grantor is the sole and only owner of the Goldstrike 39F and the GS Fraction 39, subject to the paramount title of the United States, and subject to the provisions of Section 3(h) of the 1996 Settlement Agreement; (ii) to the best knowledge of Grantor, all assessment work, rental fees or maintenance fees required to hold the Goldstrike 39F and the GS Fraction 39 have been performed or paid through the assessment year ending September 1, 1996, and all affidavits of assessment work and other filings required to maintain such claims in good standing have been properly and timely recorded and filed with the appropriate governmental agencies; (iii) the Goldstrike 39F and the GS Fraction 39 are free and clear of any encumbrances created by, through or under Grantor, and Grantor has no knowledge of any conflicting claim by a third party with respect to the lands covered by such claims; (iv) except as set forth in Section 3(h) of the 1996 Settlement Agreement, there are no royalties, fees or monies payable or required to be paid to persons having an interest in the Goldstrike 39F or the GS Fraction 39; and (v) there are no actions, suits, claims, proceedings, litigation or investigations of any kind pending or, to the best of Grantor's knowledge, threatened against Grantor, which relate to the Goldstrike 39F or the GS Fraction 39, or which could, if continued, adversely affect Grantee's rights in the lands covered by the Goldstrike 39F or GS Fraction 39 as defined herein.

5. Grantor also hereby grants, assigns and conveys to Grantee the following rights:

a. the right to possess and use the subsurface of the Property and any and all structures, facilities, tunnels, shafts and other improvements or appurtenances existing thereunder to explore, develop, produce, remove, extract, mine, stockpile, store and transport Minerals, rock, wastes, water or materials therefrom, and all subsurface rights-of-way, easements and servitudes as may be necessary, useful or convenient for such purposes, and the right of ingress and egress therefor;

b. the right to construct, use, maintain, repair, replace and relocate any and all facilities and structures beneath the Property as may be necessary, useful or convenient to mine Minerals by underground mining methods, including but not limited to inclines, tunnels, drifts, drains, pumping stations, boreholes, drill holes, pipelines, telephone lines, utility lines, power lines, railroads, transportation facilities and other utilities, and all subsurface rights-of-way, easements and servitudes as may be necessary, useful or convenient for such purposes, and the right of ingress and egress therefor; and

c. the right to use and/or destroy so much of the subsurface of the Property as may be necessary, useful, convenient or incidental to the mining of Minerals, provided that Grantee shall leave or provide subjacent or lateral support for the overlying strata or surface to the extent such support is commonly left or provided at Grantee's other underground operations, and provided further that Newmont shall remediate any damage caused by subsidence from its underground mining operations to waste disposal facilities of Barrick located on the surface of the Property.

6. Grantor also hereby grants, assigns and conveys to Grantee reasonable underground access through, and the right to conduct ancillary underground operations beneath, land owned or controlled by Grantor outside of the Property, to the extent necessary, useful or convenient for Grantee to exercise and enjoy the rights and interests granted to Grantee herein. Any ore encountered by Grantee in such operations on land owned or controlled by Grantor outside of the Property shall be delivered to Grantor.

7. Grantor reserves the surface and surface rights in and to that portion of the Property described in Section 2(a) above, subject to Grantee's right to use the surface of such Property for dewatering, ventilation or other activities necessary or incidental to the underground mining of such Property; provided that such use does not interfere with Grantor's then existing uses of the surface. Grantor shall not transfer any of its interest in the surface estate or any of its surface use rights to the Property unless such transfer is made expressly subject to the terms and conditions of this Section 7. Grantee shall be responsible for reclamation of any disturbance associated with its exercise of the surface rights granted to it in this Section 7.

8. The rights granted to Grantee herein are subject to certain royalty and other

obligations as set forth in Section 3(h) of the 1996 Settlement Agreement.

9. This Deed shall be governed by the laws of the State of Nevada.

10. This Deed shall extend to and be binding upon and every benefit hereof shall inure to the parties hereto, their respective successors and assigns.

WHEREFORE, this Deed is executed and delivered effective on the date first written above.

GRANTOR:

BARRICK GOLDSTRIKE MINES INC.,  
a Colorado corporation

By: Gregory P. Fauquier  
Name: Gregory P. Fauquier  
Title: Vice President

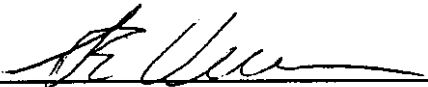
GRANTEE:

NEWMONT GOLD COMPANY,  
a Delaware corporation

By: Wayne W. Murdy  
Name: Wayne W. Murdy  
Title: Executive Vice President

STATE/PROVINCE OF Ontario )  
 ) ss.  
COUNTY/JUDICIAL DISTRICT OF Municipality of  
Metropolitan Toronto )

On this 16<sup>th</sup> day of October, 1996, personally appeared before me, a Notary Public, Gregory P. Fauquier, a duly qualified and acting officer of Barrick Goldstrike Mines Inc., personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Barrick Goldstrike Mines Inc.

  
\_\_\_\_\_  
Notary Public

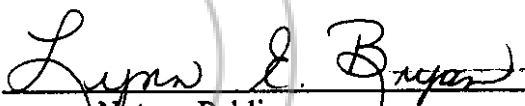
My Commission Expires: <sup>does not</sup>



STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

On this 17<sup>th</sup> day of October, 1996, personally appeared before me, a Notary Public, Wayne W. Murdy, a duly qualified and acting officer of Newmont Gold Company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Newmont Gold Company.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
October 17, 1997

BOOK 301 PAGE 451  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Newmont Gold*  
96 OCT 22 AM 8:17

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES \$11.00

BOOK 301 PAGE 455

164750

**DECLARATION OF VALUE**  
**EUREKA COUNTY, NEVADA**

Recording Date 10/22/96 Book 301 Page 451 38 Instrument # 164750

Full Value of Property Interest Conveyed	\$ <u>4,000,000.00</u>
Less Assumed Liens & Encumbrances	--
Taxable Value (NRS 375.010, Section 4)	\$ <u>4,000,000.00</u>
Real Property Transfer Tax Due	\$ <u>5,200.00</u>

If exempt, state reason. NRS 375.090, Section \_\_\_\_\_ Explain:

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

INDIVIDUAL	ESCROW HOLDER
<p>Under penalty of perjury, I hereby declare that the above statements are correct.</p> <p style="text-align: center;"><u><i>Bruce J. Christianson</i></u> Signature of Declarant</p> <p><u>BRUCE J. CHRISTIANSON</u> Name (Please Print)</p> <p><u>555 FIFTH STREET</u> Address</p> <p><u>ELKO NEVADA</u>                      <u>89801</u> City                      State                      Zip</p>	<p>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.</p> <p style="text-align: center;">_____ Signature of Declarant</p> <p>_____ Name (Please Print)</p> <p>_____ Escrow Number</p> <p>_____ Firm Name</p> <p>_____ Address</p> <p>_____ City                      State                      Zip</p>

• Tax paid for the above transfer per NRS 375.030 Sec. 3 on 11/10/96  
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