

172205

When recorded, return to:

Barrick Goldstrike Mines Inc.
293 Spruce Road
Elko, Nevada 89801
Attn: Land Department

MINING DEED

This Mining Deed (this "Deed") is entered into and shall be effective as of May 3, 1999, and is from Newmont Gold Company, a Delaware corporation whose address is 1700 Lincoln Street, Denver, Colorado 80203 ("Grantor"), to Barrick Goldstrike Mines Inc., a Colorado corporation whose address is P.O. Box 29, Elko, Nevada 89801 ("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 unpatented mining claims described in Parts 1 and 2 of Exhibit A to this Deed (the "Claims") and the millsites described in Parts 3 and 4 of Exhibit A to this Deed (the "Millsites"), to have and to hold unto Grantee, its successors and assigns, subject to the terms and conditions in this Deed, and reserving to Grantor all water, water rights and other interests in water appurtenant to, or held, owned or used in connection with, any of the Claims and Millsites.

1. As of the date of this Deed, Grantor represents and warrants to Grantee that, except as set forth in Exhibit B to this Deed: (i) to the best knowledge of Grantor, except for the BGMI 1 Claim and the Claims described in Part 2 of Exhibit A, all assessment work, rental fees or maintenance fees required to hold the Claims have been performed or paid through the assessment year ending September 1, 1999, and all affidavits of assessment work and other filings required to maintain the Claims in good standing have been properly and timely recorded and filed with the appropriate governmental agencies; (ii) the Claims are free and clear of any claim or encumbrance 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 the Claims; (iii) there are no royalties or similar types of obligations payable or required to be paid to persons having an interest in the Claims; and (iv) there are no actions, suits, claims, proceedings or litigation of any kind pending or, to the best of Grantor's knowledge threatened, against Grantor, which relate to the Claims, or which could, if continued, adversely affect Grantee's rights in the lands covered by the Claims.

2. As of the date of this Deed, Grantor represents and warrants to Grantee that, with respect to the Millsites, except as set forth in Exhibit B to this Deed, (i) to the best knowledge of Grantor, except for the BGMI 2 Millsite and the Millsites described in Part 4 of Exhibit A, all notices of intent to hold were properly filed and all rental fees or maintenance fees required to hold the Millsites have been performed or paid through the assessment year ending September 1, 1999, and all notices of intent to hold and other

dn-44926

BOOK 327 PAGE 001

filings required to maintain the Millsites in good standing have been properly and timely recorded and filed with the appropriate governmental agencies; (ii) the Millsites are free and clear of any claim or 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 the Millsites; (iii) there are no royalties or similar types of obligations payable or required to be paid to persons having an interest in the Millsites; and (v) there are no actions, suits, claims, proceedings or litigation of any kind pending or, to the best of Grantor's knowledge, threatened against Grantor, which relate to the Millsites, or which could, if continued, adversely affect Grantee's rights in the lands covered by the Millsites.

3. Grantor and Grantee agree that Grantor, its successors and assigns, shall retain certain licenses and rights to use the Claims and Millsites, which licenses and rights are described on Exhibit C to this Deed.

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

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

6. This Deed is intended to and does convey any after acquired title or interest to the Claims and Millsites and the lands covered thereby that Grantor may hereafter acquire, so long as Grantee or its successors or assigns have any interest in such lands.

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

Grantor:

Newmont Gold Company,
a Delaware corporation

By: 

Name: Jay E. Hansen
Title: Vice President

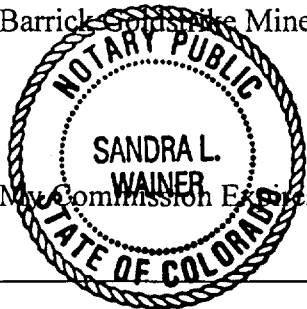
Grantee:

Barrick Goldstrike Mines Inc.,
a Colorado corporation

By: Greg Fauquier
Name: Greg Fauquier
Title: Vice President

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

On this 3rd day of May, 1999, personally appeared before me, a Notary Public, Greg Fauquier, a Vice President 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.



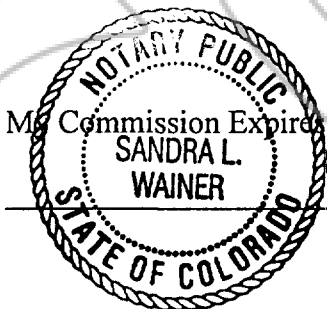
Sandra L. Wainer
Notary Public

My Commission Expires:

My Comm. Expires 12/05/2002

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

On this 3rd day of May, 1999, personally appeared before me, a Notary Public, Joy E. Hansen, a Vice President 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 she executed the above instrument on behalf of Newmont Gold Company.



Sandra L. Wainer
Notary Public

My Commission Expires:

My Comm. Expires 12/05/2002

Exhibit A
to
Mining Deed
dated May 3, 1999
from
Newmont Gold Company
to
Barrick Goldstrike Mines Inc.

Eureka County, Nevada

PART 1.

The following described unpatented mining claims situate in Section 36,
Township 36 North, Range 49 East, Mount Diablo Meridian:

<u>Claim Name</u>	<u>Book</u>	<u>Eureka Co.</u> <u>Page</u>	<u>BLM Serial Number</u>
2NVE No. 10	63	397	NMC 21629
2NVE No. 19	75	307	NMC 112827
2NVE No. 20	75	308	NMC 112828
2NVE No. 21	75	309	NMC 112829
2NVE 22	75	310	NMC 112830
2NVE No. 23	75	311	NMC 112831
2NVE No. 24	75	312	NMC 112832
2NVE No. 10A	217	163	NMC 610032
2NVE No. 19A	217	172	NMC 610041
2NVE No. 20A	217	173	NMC 610042
2NVE No. 21A	217	174	NMC 610043
2NVE No. 22A	217	175	NMC 610044
2NVE No. 23A	217	176	NMC 610045
2NVE No. 24A	217	177	NMC 610046
BGMI 1	326	447	Not Yet Assigned

PART 2

The following described unpatented mining claims situate in Sections 13, 14, 22, 23, 24, 26 and 27, Township 36 North, Range 49 East, Mount Diablo Meridian, and Sections 18, 19 and 20, Township 36 North, Range 50 East, Mount Diablo Meridian:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
Prospective 21	131	528	NMC 328474
Prospective 22	131	529	NMC 328475
Prospective 23	131	530	NMC 328476
Prospective 24	131	531	NMC 328477
Prospective 25	131	532	NMC 328478
Prospective 26	131	533	NMC 328479
Prospective 27	131	534	NMC 328480
Prospective 28	131	535	NMC 328481
Prospective 30	131	537	NMC 328483
Prospective 32	131	539	NMC 328485
Prospective 34	131	541	NMC 328487
Prospective 41	131	548	NMC 328494
Prospective 42	131	549	NMC 328495
Prospective 43	131	550	NMC 328496
Prospective 44	131	551	NMC 328497
Prospective 45	131	552	NMC 328498
Prospective 46	131	553	NMC 328499
Prospective 47	131	554	NMC 328500
Prospective 48	131	555	NMC 328501
Prospective 49	131	556	NMC 328502
Prospective 50	131	557	NMC 328503
Prospective 51	131	558	NMC 328504
Prospective 52	131	559	NMC 328505
Prospective 53	131	560	NMC 328506
Prospective 54	131	561	NMC 328507
Prospective 55	131	562	NMC 328508
Prospective 56	131	563	NMC 328509
Prospective 57	131	564	NMC 328510
Prospective 58	131	565	NMC 328511
Prospective 59	131	566	NMC 328512
Prospective 60	131	567	NMC 328513
Prospective 61	131	568	NMC 328514
Prospective 62	131	569	NMC 328515
Prospective 63	131	570	NMC 328516
Prospective 64	131	571	NMC 328517
Prospective 65	131	572	NMC 328518

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
Prospective 66	131	573	NMC 328519
Prospective 67	131	574	NMC 328520
Prospective 68	131	575	NMC 328521
Prospective 69	131	576	NMC 328522
Prospective 72	132	271	NMC 330754
Prospective 74	132	273	NMC 330756
Prospective 75	132	274	NMC 330757
Prospective 76	132	275	NMC 330758
Prospective 77	132	276	NMC 330759
Prospective 78	132	277	NMC 330760
Prospective 79	132	278	NMC 330761
Prospective 80	132	279	NMC 330762
Prospective 81	132	280	NMC 330763
Prospective 82	132	281	NMC 330764
Prospective 83	132	282	NMC 330765
Prospective 84	132	283	NMC 330766
Prospective 85	132	284	NMC 330767

The following described unpatented mining claims situate in Section 18, Township 36 North, Range 50 East, Mount Diablo Meridian:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
Gold Bug 9 [*]	N	203	NMC 57061
Gold Bug 9	169	436	NMC 450113
Gold Bug 9	249	396	NMC 679828

PART 3.

The following described unpatented millsites situate in Section 20, Township 36 North, Range 50 East, Mount Diablo Meridian:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
BRUSH NO. 20	209	390	NMC 593332
Amended	231	201	
BRUSH NO. 21	209	391	NMC 593333
Amended	231	202	
BRUSH NO. 22	209	392	NMC 593334
Amended	231	203	

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
BRUSH NO. 23	209	393	NMC 593335
Amended	231	204	
BRUSH NO. 24	209	394	NMC 593336
Amended	231	205	
BRUSH NO. 25	209	395	NMC 593337
Amended	231	206	

The following described unpatented millsites situate in Section 36, Township 36 North, Range 49 East, Mount Diablo Meridian:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
PAY 1	270	475	NMC 701787
PAY 2	270	476	NMC 701788
BGMI 2	326	448	Not Yet Assigned

PART 4.

The following described unpatented millsites situate in Section 20, Township 36 North, Range 50 East, Mount Diablo Meridian:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
Rodeo No. 8	190	348	NMC 526226
Rodeo No. 9	190	349	NMC 526227
Rodeo No. 11	190	351	NMC 526229
Rodeo No. 12	190	352	NMC 526230
BRUSH NO. 26	209	396	NMC 593338
Amended	231	207	
BRUSH NO. 27	209	397	NMC 593339
Amended	231	208	
BRUSH NO. 28	209	398	NMC 593340
Amended	231	209	

Exhibit B
to
Mining Deed
dated May 3, 1999
from
Newmont Gold Company
to
Barrick Goldstrike Mines Inc.

Eureka County, Nevada

SUBJECT TO:

1. The rights previously granted by the CARLIN GROUP to the WESTERN GROUP pursuant to that certain Settlement Agreement, made and entered into as of the 30th day of July, 1985 by and between CARLIN GOLD MINING COMPANY, a Delaware corporation; ELKO LAND AND LIVESTOCK COMPANY ("ELLCO"), a Nevada corporation; NEWMONT EXPLORATION LIMITED (a/k/a Newmont Exploration, Ltd.), a Delaware corporation; and SNAKE RIVER CATTLE TRUCKING CO., an Idaho corporation, collectively referred to as the CARLIN GROUP; and WESTERN STATES MINERALS CORPORATION ("WESTERN"), A Utah corporation; PANCANA MINERALS, INC. ("PANCANA"), a Colorado corporation; WESTERN STATES MINERALS-JVI ("WESTERN-JVI"), a joint venture between WESTERN and PANCANA; and PAN CANA RESOURCES LTD., a Canadian corporation (formerly PanCana Industries, Ltd.), collectively referred to as the WESTERN GROUP; and INTRAMERICAN OIL & MINERALS, INC. ("INTRAMERICAN"), a Pennsylvania corporation, a memorandum of which was recorded April 7, 1986 in Book 143, Page 234, Official Records, Eureka County, Nevada, and June 17, 1986 at Book 145, Page 468, Official Records, Eureka County, Nevada.

2. Permissions or licenses, if any, relating to the following:

(a) Power lines which are of record and/or the existence of which are observable from a physical inspection of the Claims or Millsites.

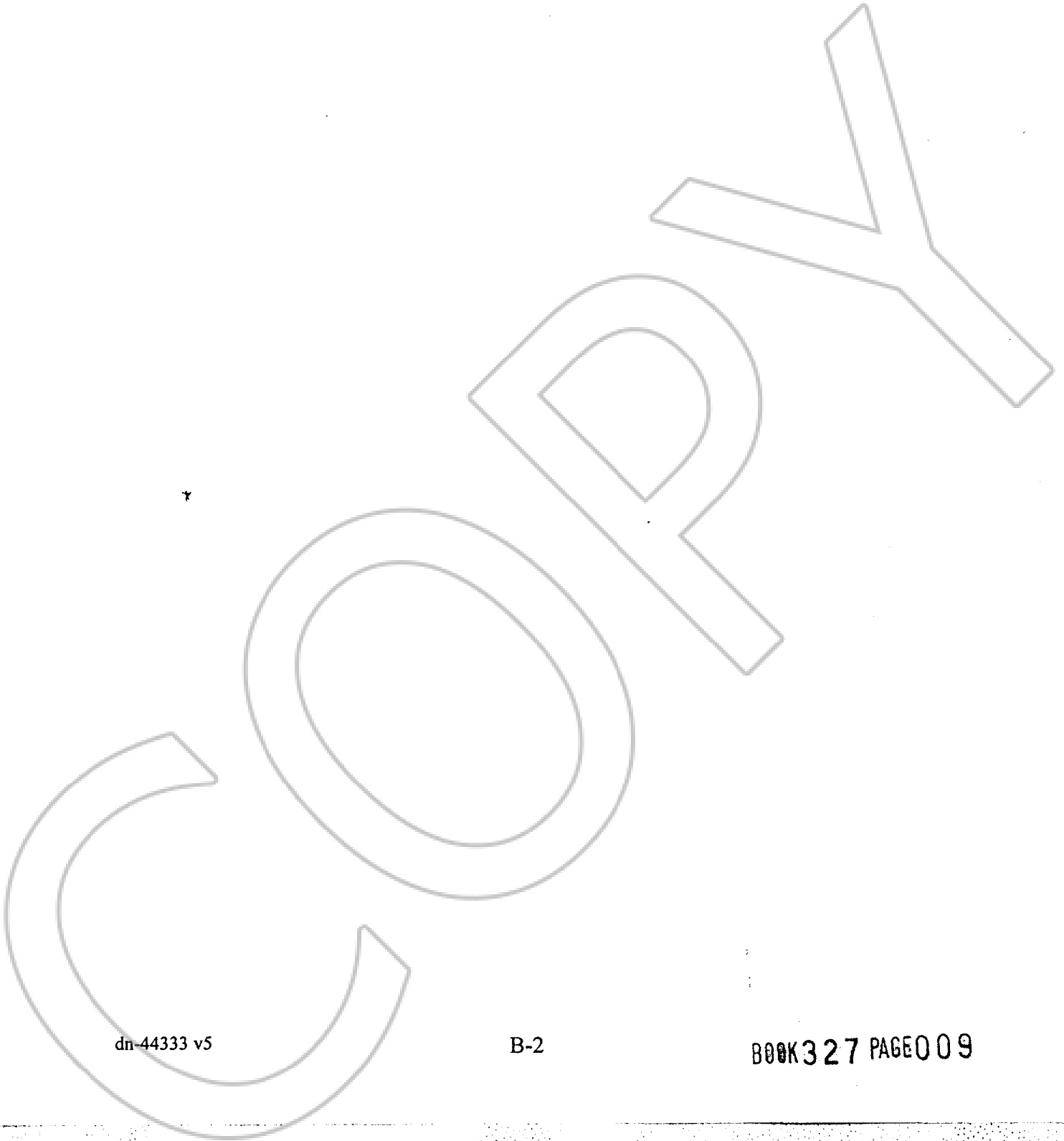
(b) Permissions to third parties to traverse existing roads located on the Claims or Millsites with light vehicles, which rights will not preclude relocation of any such roadway.

(c) Rights of way of the public for any existing roadways, whether evidenced by recorded or unrecorded documentation, that may traverse the Claims or Millsites as would be disclosed by an inspection of the Claims or millsites.

(d) Rights to use the surface of the Claims or Millsites that are transitory and may be relocated at the option of the Claim or Millsite Owner without

compensation to the users thereof or that will not otherwise materially interfere with use of the Claims or Millsites for exploration, development or mining purposes.

- (e) Interests previously granted to Grantee or its affiliates.



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B-2

BOOK 327 PAGE 009

Exhibit C
to
Mining Deed
dated May 3, 1999
from
Newmont Gold Company
to
Barrick Goldstrike Mines Inc.

Eureka County, Nevada

1. Excepting and reserving unto Grantor, its affiliates, successors and assigns a license and right to use the surface of the property for (i) conveyor, (ii) crusher, (iii) ore stockpile(s), (iv) roads, and (v) pipeline PP08, as situate in the SW1/4NW1/4 of Section 20, T36N, R50E, M.D.B.&M., Eureka County, Nevada and as generally delineated on Exhibit C-1 and Exhibit C-3 (attached hereto and made a part hereof), for use in connection with the operation of Grantor's Mill 4 (situate in Sections 17 and 20, T36N, R50E, M.D.B.&M., Eureka County, Nevada).
2. Excepting and reserving unto Grantor, its affiliates, successors and assigns a license and right in conjunction with Grantor's mining and exploration activities to continue to dump material and conduct activities relating thereto on those portions of the surface of the 2NVE No. 10, 2NVE No. 10A, 2NVE 23, 2NVE No. 23A, BGMI 1 and BGMI 2 unpatented mining and millsite claims that lie south and east of that certain unnamed drainage situated in the N1/2N1/2 of Section 36, T36N, R49E, M.D.B.&M., Eureka County, Nevada.

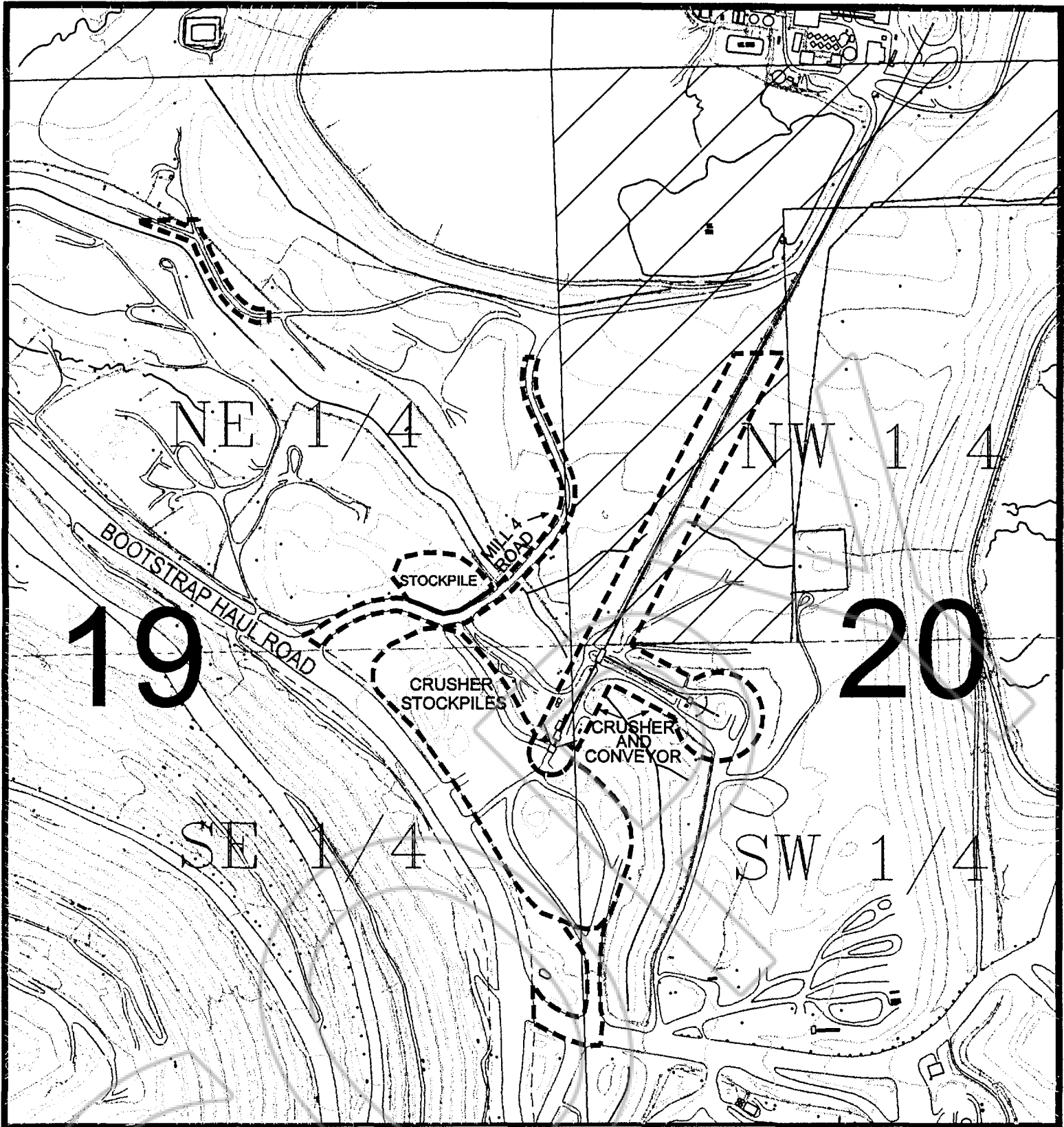
The easements and rights reserved in this Deed shall be subject to the following provisions:

(a) If because of a change in Grantee's operations or other new circumstances, it becomes reasonably necessary for the Grantee to use some or all of the property subject to the easements or rights excepted and reserved hereunder for purposes related to Grantee's mining, milling or exploration operations and such uses are incompatible with Grantor's continued use of such easement or right, Grantee shall give to Grantor written notice (a "Relocation Notice"), as far in advance as practicable, describing the nature and location of Grantee's intended use of the property. Such notice shall designate a portion of Grantee's property, reasonably equivalent in location and function to the existing easement or right, to which the Grantee proposes that Grantor's existing easement or right be relocated. If Grantee does not own or control such reasonably equivalent property to which the easement or right can be relocated, Grantee shall designate a portion of Grantor's property to which Grantee proposes that the easement or right be relocated. If Grantor no longer has a continuing need for the easement or right, Grantor shall deliver to Grantee a termination instrument as provided in paragraph (c), below. If Grantor has a

continuing need for the easement or right, within twenty days after receipt of a Relocation Notice, Grantor and Grantee shall meet and endeavor in good faith to agree on a new location for the easement or right that is the subject of the Relocation Notice. The Grantor and Grantee shall endeavor to find a relocation site that accommodates the anticipated needs of both parties to the maximum extent reasonably practicable and that takes into account the relative operational and financial burdens of such relocation to each of Grantor and Grantee. If the Grantor and Grantee are unable to agree on a new location for the affected easement or right within twenty days after their meeting, then the easement or right shall be relocated to a location on Grantee's property selected by Grantee, or if no such property is reasonably available, to a location on Grantor's property selected by Grantor within ten days after the Grantor and Grantee are unable to agree on a relocated site. Once a relocated site is selected, Grantee shall relocate the easement, right, or facilities thereon, as soon as is practicable and in a cost-effective manner. Grantee shall undertake reasonable measures and efforts to avoid or mitigate any adverse impacts to Grantor's operations due to the relocation effort. The costs and expenses of such relocation shall be borne by Grantee. Upon completion of the relocation of any easements or rights, Grantor and Grantee shall execute and deliver an instrument in recordable form evidencing such relocation.

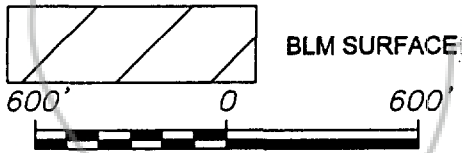
(b) Notwithstanding the provisions of paragraph (a) above, however, with respect to the easement and rights described in paragraph 1 above, (A) Grantee shall not give notice of its need to relocate such easement and rights unless its mine plan for the Betze-Post open pit mine requires such relocation in order to permit the mining activities contemplated thereby, (B) if such mining activities require the relocation of Grantor's stockpiles, but not its crusher or conveyor, such relocation shall be effected to a location on Grantor's land that is as close as practicable to Grantor's crusher, (C) if such mining activities require relocation of Grantor's crusher and conveyor, such relocation shall be effected to a location that is along the existing route of Grantor's conveyor and that makes use, as much as is economically and operationally practicable, of Grantor's property in the vicinity of its Mill 4, (D) Grantor shall have 180 days from the date of its receipt of such notice within which to effect such relocation, and (E) Grantor and Grantee each shall bear one-half the costs and expenses of such relocation.

(c) At such time as Grantor's use of any such license and right to use terminates, it shall deliver to Grantee an executed termination, in recordable form, of the same.



LEGEND:

----- EASEMENT DELINEATION



SCALE - 1" = 600'

CONTOUR INTERVAL = 20 FEET



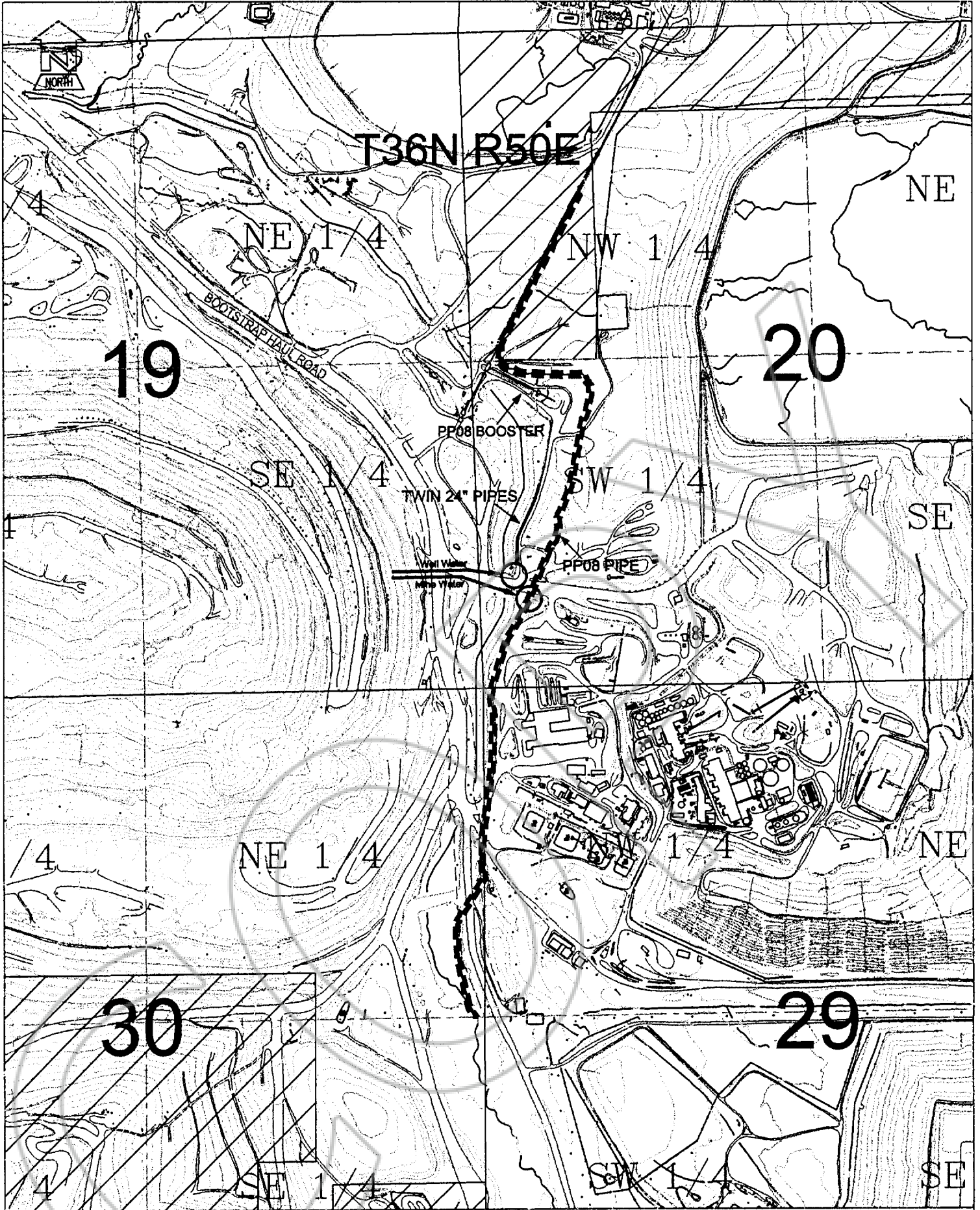
**EXHIBIT C-1
MAP OF
MILL 4 CRUSHER, CONVEYOR, STOCKPILES,
AND ACCESS**

IN
SECTIONS 19&20, T36N, R50E, MDM

EUREKA COUNTY, NEVADA

BOOK 327 PAGE 012 **NEWMONT GOLD COMPANY**

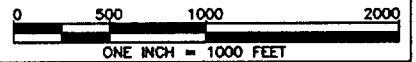
EXHIBIT C-3



LEGEND:

----- PP08 PIPELINE

BOOK 327 PAGE 13
Topography from Barrick Flight
October 7, 1998



BOOK 327 PAGE 001
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Newmont Gold Co.
99 MAY -6 PM 1:29

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 20.00

172205

COPY

BOOK 327 PAGE 014

DECLARATION OF VALUE EUREKA COUNTY, NEVADA

Recording Date 5/6/99 Book 327 Page 001 Instrument # 172205

Full Value of Property Interest Conveyed	\$ _____
Less Assumed Liens & Encumbrances	.. _____
Taxable Value (NRS 375.010, Section 4)	\$ _____
Real Property Transfer Tax Due	\$ _____

If exempt, state reason. NRS 375.090, Section NRS 375.090(9) Explain: Unpatented mines or mining claims

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

INDIVIDUAL	ESCROW HOLDER
Under penalty of perjury, I hereby declare that the above statements are correct.	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.
<u>G.R. Senke</u> Signature of Declarant	_____ Signature of Declarant
_____ Name (Please Print)	_____ Name (Please Print)
<u>293 Spruce Rd</u> Address	_____ Escrow Number
<u>Eiko NV 89801</u> City State Zip	_____ Firm Name
_____ Address	_____ Address
_____ City State Zip	_____ City State Zip

• Tax paid for the above transfer per NRS 375.030 Sec. 3 on 516199