

172207

When recorded, return to:

Newmont Gold Company
1700 Lincoln Street, Suite 2800
Denver, Colorado 80203
Attn: Director, Land

MINING DEED

This Mining Deed (this "Deed") is entered into and shall be effective as of May 3, 1999, and is from Barrick Goldstrike Mines Inc., a Colorado corporation whose address is P.O. Box 29, Elko, Nevada 89803 ("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 unpatented mining claims and millsites described in Parts 1 and 2 of Exhibit A to this Deed (the "Claims") 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.

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 in the case of the NGC 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 claims 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. This Deed shall be governed by the laws of the State of Nevada.

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

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

dn-44928

BOOK 327 PAGE 078

5. This Deed is intended to and does convey any after acquired title or interest to the Claims 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:

Barrick Goldstrike Mines Inc.,
a Colorado corporation

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

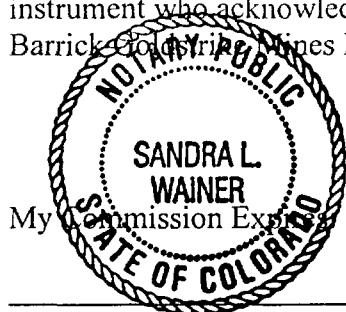
Grantee:

Newmont Gold Company,
a Delaware corporation

By: Joy E. Hanson
Name: Joy E. Hanson
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 Faugquier, 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.



My Commission Expires

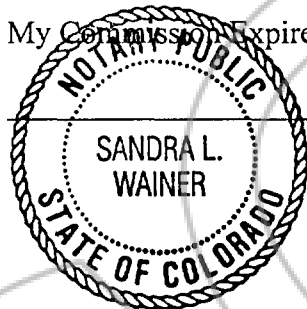
My Comm. Expires 12/05/2002

Sandra L. Wainer
Notary Public

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

On this 3rd day of May, 1999, personally appeared before me, a Notary Public, Jay 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 he executed the above instrument on behalf of Newmont Gold Company.

My Commission Expires:



My Comm. Expires 12/05/2002

Sandra L. Wainer
Notary Public

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

PART 1.

The following unpatented mining claims, situate in the former SW1/4NE1/4, the former SE1/4NW1/4, the former NE1/4SW1/4, the former SE1/4SW1/4, the former NW1/4SE1/4, the former SW1/4SE1/4, and the former SE1/4SE1/4, Section 30, Township 36 North, Range 50 East, Mount Diablo Meridian, Eureka County, Nevada:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
GOLDSTRIKE No. 1	N	132	NMC 57154
Amended	34	359	
Amended	222	402	
GOLDSTRIKE No. 2	N	133	NMC 57155
Amended	34	360	
Amended	222	404	
GOLDSTRIKE No. 4	N	135	NMC 57157
Amended	34	362	
Amended	222	408	
GOLDSTRIKE No. 5	N	136	NMC 57158
Amended	34	363	
Amended	222	410	
GOLDSTRIKE No. 14	N	145	NMC 57167
Amended	34	372	
Amended	222	428	
GOLDSTRIKE No. 15	N	146	NMC 57168
Amended	34	373	
Amended	222	430	
GOLDSTRIKE NO. 16	N	147	NMC 57169
Amended	34	374	
Amended	222	432	
GOLDSTRIKE No. 37F	222	401	NMC 624693
GOLDSTRIKE NO. 40F	231	482	NMC 641524
GS FRACTION 40	130	480	NMC 325248
GS FRACTION No. 41	304	030	NMC 757641

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
NGC 1	326	416	NMC 803656

PART 2.

All right, title and interest in the following unpatented claims located in the former SE1/4SE1/4 and the former SW1/4SE1/4 of Section 30, Township 36 North, Range 50 East, Mount Diablo Meridian, Eureka County, Nevada, held by Grantor:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
GS Fraction No. 39	130	479	NMC 325247
GOLDSTRIKE No. 39F			NMC 641523

The following unpatented mining claims, situate in the former NE1/4SW1/4, the former SE1/4SW1/4, the former NW1/4SE1/4, the former SW1/4SE1/4, and the former SE1/4SE1/4, Section 30, Township 36 North, Range 50 East, Mount Diablo Meridian, Eureka County, Nevada:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
Patton 1	134	186	NMC 334034
Patton 2	134	187	NMC 334035
Patton 3	134	188	NMC 334036
Patton 4	134	189	NMC 334037
Patton 5	134	190	NMC 334038

The following unpatented millsites, situate in the former NE1/4SE1/4, Section 30, Township 36 North, Range 50 East, Mount Diablo Meridian, Eureka County, Nevada:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
WS 78	153	290	NMC 390491
WS 79	153	291	NMC 390492
WS 80	153	292	NMC 390493
WS 81	153	293	NMC 390494

The following unpatented mining claims, situate in the former NE1/4SE1/4, the former SE1/4NE1/4, and the former NE1/4NE1/4 of Section 30, and the former SE1/4SE1/4 of Section 19, Township 36 North, Range 50 East, Mount Diablo Meridian, Eureka County, Nevada:

<u>Claim Name</u>	<u>Eureka Co.</u>		<u>BLM Serial Number</u>
	<u>Book</u>	<u>Page</u>	
GOLDSTRIKE NO. 17	N	148	NMC 57170
Amended	34	375	
GOLDSTRIKE NO. 18	N	149	NMC 57171
Amended	34	376	
GOLDSTRIKE NO. 19	N	150	NMC 57172
Amended	34	377	
GOLDSTRIKE NO. 20	N	151	NMC 57173
Amended	34	378	
GOLDSTRIKE NO. 35	N	166	NMC 57188
Amended	34	393	
GOLDSTRIKE NO. 36	N	167	NMC 57189
Amended	34	394	

COPY

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

SUBJECT TO:

1. Five percent net income interest and four percent Net Smelter Returns royalty payable to Franco-Nevada Mining Corporation, Inc. ("Franco-Nevada") pursuant to the following agreements:

Agreement, dated May 14, 1976, between East Utah Mining Company, Swiss Oils of Canada (1959) Ltd., PanCana Industries, Inc. and PanCana Industries Ltd., as amended by a Letter of Amendment and Clarification dated May 19, 1976, recorded in Book 56, page 504, Official Records, Eureka County.

Commingling Agreement, dated as of August 31, 1989, between Franco-Nevada and Grantor.

Amendment to Agreements, dated effective as of January 1, 1990, between and among Franco-Nevada, Euro-Nevada Mining Corporation, Inc. and Grantor.

Net Income Interest Amendment between Grantor and Franco-Nevada, made as of July 1, 1993, to be effective as of January 1, 1987.

2. Interests in the Claims conveyed by Grantor to Grantee by Deed, recorded October 22, 1996, in Book 301, page 451, Official Records, Eureka County, and rights granted by Grantor to Grantee under the Settlement Agreement, by and between Grantee, Elko Land and Livestock Company, Grantor, and Barrick Gold Corporation, dated effective October 16, 1996.

3. The rights previously granted by the WESTERN GROUP to the CARLIN 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.

4. 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.

(b) Permissions to third parties to traverse existing roads located on the Claims 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 as would be disclosed by an inspection of the Claims.

(d) Rights to use the surface of the Claims that are transitory and may be relocated at the option of the Claim owner without compensation to the users thereof or that will not otherwise materially interfere with use of the Claims for exploration, development or mining purposes.

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

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

Grantor reserves the following interests, licenses and rights of use:

1. A license and right to use the surface of that portion of the Goldstrike Nos. 14, 15 and 16 Claims, lying within the former SW1/4NE1/4 and the former SE1/4NW1/4 of Section 30, T. 36 N., R. 50 E., M.D.B.&M., for any and all purposes related to the mining and reclamation of, and backfilling within, the Betze-Post Mine, as such term is defined in the Cooperative Operations Agreement between the Grantor and Grantee of even date herewith, including the right to layback the pit slope for remedial purposes and to excavate and destroy the surface of such land, all in the manner specified in such Cooperative Operations Agreement.
2. Subject to the terms and conditions of the Stockpile Agreement between Grantor and Grantee of even date herewith (the "Stockpile Agreement"), all right, title and interest in the Barrick Material (as defined in the Stockpile Agreement) in the stockpile known as the BLLS 5-0 Stockpile, situate in part on the Goldstrike Nos. 4 and 5 Claims and as generally delineated as Facility No. 10 on Exhibit C-1 (appended to and made a part hereof) (the "Stockpile"), along with all other rights related to the Stockpile specified in the Stockpile Agreement.
3. Subject to the terms of, and for the periods specified in, the Stockpile Agreement, a license and right to maintain, remove and operate the Stockpile as situate on the Goldstrike No. 4 and Goldstrike No. 5 Claims and as generally delineated as Facility No. 10 on Exhibit C-1 (attached hereto and made a part hereof).
4. A license and right to use for access to the Stockpile and for other access purposes reasonably related to Grantor's mining and exploration operations, an existing haul road, situate as generally delineated as Facility No. 1 on Exhibit C-1 (attached hereto and made a part hereof), or such alternate access route as may be agreed upon pursuant to the Stockpile Agreement, all in accordance with the terms and conditions of the Stockpile Agreement.

5. A license and right to use, for purposes related to Grantor's mining and exploration operations the roads as situate on the Claims and as generally delineated as Facility Nos. 2 and 3 on Exhibit C-1 (attached hereto and made a part hereof).

6. A license and right to use the Goldstrike No. 2 Claim for the purposes of maintaining, operating and removing the topsoil stockpile as situate on the Goldstrike No. 2 Claim and as generally delineated as Facility No. 5 on Exhibit C-1 (attached hereto and made a part hereof). This easement shall not include a right to add material to the stockpile and shall terminate upon removal of the topsoil and reclamation of the area disturbed by the stockpile.

7. A license and right to use the Goldstrike Nos. 1 and 2 Claims for the purposes of maintaining, operating and removing the dewatering laydown yard as situate on the Goldstrike Nos. 1 and 2 Claims and as generally delineated as Facility No. 8 on Exhibit C-1 (attached hereto and made a part hereof).

8. A license and right to use the Goldstrike Nos. 14, 15 and 16 Claims for purposes of maintaining, operating and removing the power line and telecommunications facilities existing as of the date of this reservation, as situate on the Goldstrike Nos. 14, 15 and 16 Claims and as generally delineated as Facility Nos. 6 and 7 on Exhibit C-1 (attached hereto and made a part hereof).

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 7 above, (A) Grantor shall give Grantee at least 120 days' advance notice of any required relocation of such easement, (B) such relocation shall be effected to a location that is wholly on Grantee's property, and (C) Grantee shall bear all of the costs and expenses of such relocation, unless Grantor allows Grantee less than one year within which to effect such relocation, in which case Grantor and Grantee each shall bear one-half the costs and expenses of such relocation.

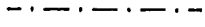



(c) At such time as Grantor's use of any such easement terminates, it shall deliver to Grantee an executed termination, in recordable form, of the same.

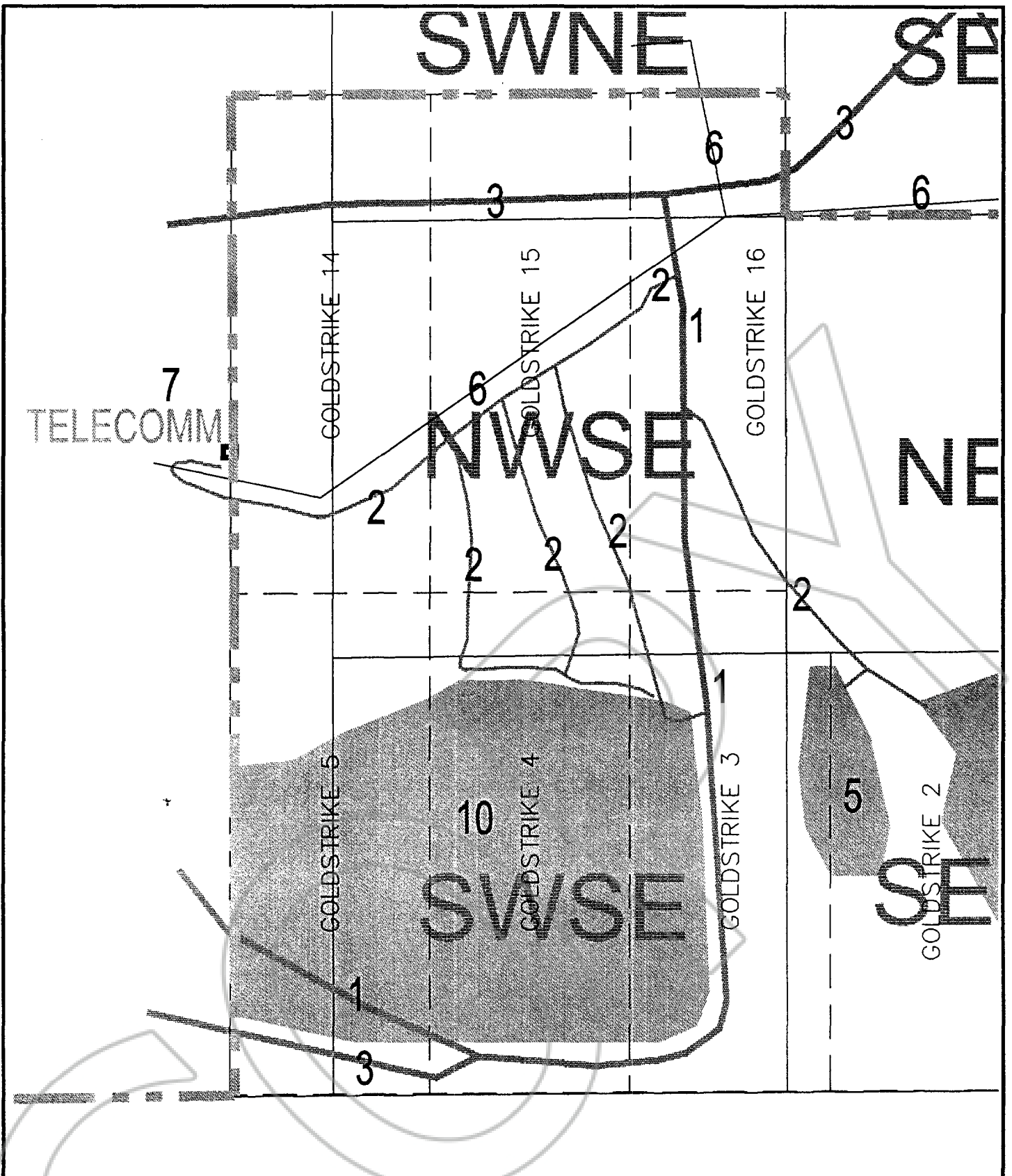
EXHIBIT C-1 LEGEND

NUMBER KEY TO EASEMENT EXHIBITS

- 1** 5-0 STOCKPILE ROAD FOR ALL ACCESS AND MINE HAULAGE PURPOSES
- 2** ACCESS ROAD FOR LIGHT/UTILITY VEHICLE TRAVEL
- 3** ROAD FOR ALL ACCESS AND MINE HAULAGE PURPOSES
- 4** NOT APPLICABLE
- 5** TOPSOIL STOCKPILE
- 6** BGMI POWER LINE
- 7** TELECOMMUNICATIONS FACILITY
- 8** DEWATERING LAYDOWN YARD
- 9** NOT APPLICABLE
- 10** 5-0 STOCKPILE
- 11** STORM WATER COLLECTION / CONVEYANCE

SYMBOLS AND LINE TYPES

-  PIPELINE
-  PROPERTY LINE
-  SECTION LINES AND 1/4 1/4 DIVISION LINES
-  CLAIM LINES



T36N R50E
SECTION 30



BOOK 327 PAGE 090

EXHIBIT C-1
TO MINING DEED
SHEET 1

DRAWN: jmk | DATE: 5/3/99 | SCALE: 1"=400'
FILE: shaffer_d:\dwg\eng\994\egsement.dwg

BOOK 327 PAGE 78
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Barreck Goldlike

99 MAY -6 PM 1:47
EUREKA COUNTY NEVADA
M.M. REBALEATI, RECORDER
FILE NO. 172207
FEES 21.00

COPY

BOOK 327 PAGE 92

DECLARATION OF VALUE
Eureka COUNTY, NEVADA

Recording Date 5/6/99 Book 327 Page 78 Instrument # 172207

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 375.090(9). Explain: * *

Transfer of unpatented mining claims

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

Newmont Gold Company SHARON R. BYRAM

Name (Please Print)

555 Fifth Street

Address

Elko Nevada 89801
 City State 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 per NRS 375.030 Sec. 3 on 5/6/99

Barrick Mining Deed