

VENTURE TERMINATION AND LIQUIDATION AGREEMENT
FOR
NEWMONT/BARRICK HD VENTURE

This Venture Termination and Liquidation Agreement for Newmont/Barrick HD Venture (the "Agreement") is made and entered into effective as of May 3, 1999, by and among Newmont Gold Company, a Delaware corporation ("Newmont" or "Manager") and Barrick HD Inc., a Nevada corporation ("Barrick HD"), formerly known as High Desert Mineral Resources of Nevada, Inc. Newmont and Barrick HD are also sometimes collectively referred to herein as Participants or individually as a Participant.

Recitals

A. Barrick HD and Newmont are Participants in the Newmont/Barrick HD Venture (the "Venture") pursuant to the Newmont Gold and High Desert Venture Agreement, dated as of December 23, 1991, a memorandum of which is recorded at Book 230, Page 487 of the Official Records of Eureka County, Nevada, which was amended by a First Amendment, dated as of August 17, 1994, a memorandum of which is recorded at Book 275, Page 210 of the Official Records of Eureka County, Nevada and further amended by a Second Amendment, dated as of May 1, 1998 (as amended, the "Venture Agreement"). The Venture Agreement relates to the patented and unpatented mining claims and other real property identified in Exhibit A to this Agreement (the "Property") and to certain personal property.

B. The Participants now desire to terminate the Venture, wind up its activities, and distribute any remaining cash and all other Assets in undivided interests as tenants-in-common in accordance with their interests in the Venture.

C. In order to effectuate this termination, the Participants desire to enter into a final agreement with respect to the termination of the Venture, the distribution of its assets, and such other matters as provided herein.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participants hereby agree as follows, which Agreement shall also constitute an amendment of the Venture Agreement to the extent the Venture Agreement is inconsistent herewith:

1. Termination; Continuing Obligations. The Venture Agreement and the Venture created thereunder shall be terminated effective as of the date first above written (the "Termination Date"), by this written Agreement as provided for in Section 12.1 of the Venture Agreement. Pursuant to Section 12.3 of the Venture Agreement, the Participants shall remain liable for continuing obligations under the Venture Agreement until final settlement of all

accounts and for any liability, whether it accrues before or after the Termination Date, if it arises out of Operations during the term of the Venture Agreement.

2. Distribution of Assets. Newmont, in its capacity as Manager, represents and warrants that as of the Termination Date, to the best of its knowledge after due inquiry, the Venture has no outstanding accounts payable or other liabilities or obligations. The parties agree that, as of the Termination Date, the Venture does not owe any debts, obligations or have any liability to any individual Participant. Therefore, notwithstanding any provision of Section 12.4 of the Venture Agreement to the contrary, the Assets of the Venture shall be distributed as of the Termination Date as follows:

a. Without representation or warranty: a 60 percent undivided interest in the Property held by Newmont is hereby acknowledged; a 38 percent undivided interest in the Property held by Barrick HD is hereby acknowledged; and a 2 percent undivided interest in the Property held by High Desert Mineral Resources, Inc., a Delaware corporation ("High Desert") is hereby acknowledged; with all of such interests held as tenants-in-common.

b. Sixty percent of the personal property of the Venture (except for cash) shall be distributed to Newmont; and 40 percent of the personal property of the Venture (except for cash) shall be distributed to Barrick HD.

c. Seventy percent of the cash of the Venture as of the Termination Date shall be distributed to Newmont; and 30 percent of such cash shall be distributed to Barrick HD.

3. Survival of Terms and Conditions.

a. Notwithstanding the terms of Section 18.8 of the Venture Agreement, the following Sections of the Venture Agreement shall survive the termination of the Venture Agreement: 1.4 (as amended in the First Amendment); 2.7; 12.3; 12.7; 16.2; and the last sentence of Section 2 of the First Amendment; and (except as provided below) the remainder of the Venture Agreement, including the following Sections of the Venture Agreement, shall not survive the termination of the Venture Agreement: 13.7 (as it appears in Section 3(g) of the First Amendment), 2.1, 2.2, 2.3, 2.9, 2.10, 4.5, 6.4, 6.5, 6.6, 10.3, 12.2, 12.4, 12.5, 12.6 and 14.2. As between Newmont and Barrick HD and its Affiliates, the survival of Sections 2.7, 12.3 and 12.7 is subject to the assumption provisions contained in Section 2.5 of that certain Asset Exchange Agreement dated of even date herewith between Newmont and BGMI. In addition, Article 17 (as amended in the Second Amendment) shall survive, but only Barrick HD shall be bound thereby.

b. Notwithstanding Section 13.6(d) of the Venture Agreement, Sections 13.6(a) - (c) (in their entirety, as they appear in Section 3(e) of the First Amendment) shall survive the termination of the Venture Agreement; provided, however, that following the intended merger of Barrick HD into Barrick Goldstrike Mines Inc. ("BGMI"), Sections 13.6(a) - (c) shall not survive such termination as between BGMI, on the one hand, and Newmont and High Desert, on the other hand, with respect to (i) any claim to extralateral rights appurtenant to

any unpatented lode claim owned or controlled as of the effective date of this Agreement by that certain joint venture created pursuant to the High Desert and Barrick Gold Venture Agreement effective as of May 1, 1994, as amended by Letter Agreement dated October 25, 1996, among Newmont, BGMI and Gold Ventures Inc. (the "Simon Creek Venture"), or (ii) any Non-Venture Extra-lateral Rights (as defined in Section 13.6(b) of the Venture Agreement) that extend inside any unpatented lode claim owned or controlled as of the effective date of this Agreement by the Simon Creek Venture, except in both cases to the extent that, prior to the effective date of any merger between BGMI and Barrick HD, BGMI was bound (as an Affiliate of Barrick HD), if at all, by Sections 13.6(a) - (c) of the Venture Agreement.

4. Release. Except as provided in Sections 1 and 3, each of the Participants and High Desert (the "Undersigned") hereby unconditionally release and discharge each other and the Venture and their respective officers, directors, shareholders, successors and assigns from any and all liabilities, obligations, claims, demands, actions, accounts, sums of money, contracts, agreements, debts, dues, costs and expenses whatsoever, in law or in equity, known or unknown, in any manner related to, arising under, incurred pursuant to or arising out of or in connection with the Property, the Venture Agreement, the Venture, or the business and operation of the Venture, which they ever had or have as of the date of this Agreement or may acquire hereafter against the Venture or any of the Undersigned for, upon, or by reason of any matter, cause or thing whatsoever. The Undersigned hereby confirm the validity of, and ratify, (i) the allocations between Venture expenses and non-Venture expenses made in all Programs and Budgets adopted pursuant to the Venture Agreement, and (ii) each of the cash calls made by the Manager during the term of the Venture Agreement.

5. No Partnership or Venture. Each of the Undersigned covenants and agrees to (a) not represent or hold itself out as a participant or partner of the Venture from and after the Termination Date, and (b) at the request of any other Undersigned from time to time, execute and deliver any and all agreements, instruments, certificates, documents or other items and to take all actions the requesting Undersigned reasonably deems necessary or appropriate to remove such Undersigned's name as a participant of the Venture from all records, filings, affidavits, certificates, permits, licenses, approvals, tradenames or other documents with governmental agencies.

6. Entitlement to Venture Assets. Each of the Undersigned agrees to accept the allocation of its proportionate interest in the cash, funds and Assets as set forth in Section 2 hereof as its sole entitlement to Venture Assets.

7. March 1991 Agreement. The March 1991 Agreement (as defined in the Venture Agreement) shall be and hereby is terminated, and shall be of no further force or effect.

8. Barrick HD-High Desert Agreement. Nothing in this Agreement shall alter, diminish, reduce, discharge or release any obligation owed by Barrick HD or High Desert to the other under the terms of the Participating Interest Termination Agreement, effective as of the Termination Date, by and between Barrick HD and High Desert.

9. Counterparts. This Agreement may be executed in counterparts.

The parties hereto have executed and delivered this Agreement effective as of the date first written above.

NEWMONT GOLD COMPANY, a Delaware corporation

By: [Signature]
Its: Vice President

BARRICK HD INC., a Nevada corporation

By: [Signature]
Its: Vice President

Agreed to, accepted and consented to this ____ day of ____, 1999:

HIGH DESERT MINERAL RESOURCES, INC., a Delaware corporation

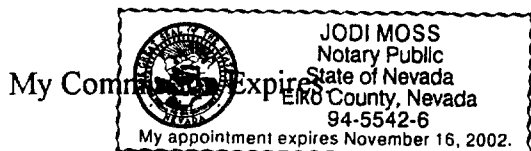
By: [Signature]
Name: P LEE HALAVAIS
Title: EXEL VP/DIRECTOR

By: [Signature]
Name: RONALD HALAVAIS
Title: EX-VP. DIRECTOR

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On May 11, 1999, personally appeared before me, a Notary Public, P. Lee Halavais, an Executive Vice President and Director of High Desert Mineral Resources, Inc., 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.

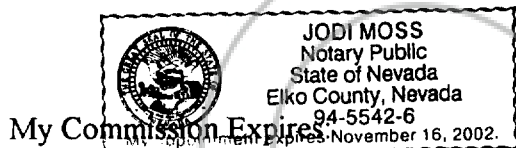
Jodi Moss
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On May 11, 1999, personally appeared before me, a Notary Public, Ronald Halavais, an Executive Vice President and Director of High Desert Mineral Resources, 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.

Jodi Moss
Notary Public



STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of May, 1999 by P. Lee Halavais as Executive Vice-President of High Desert Mineral Resources, Inc., a Delaware corporation, and by Ronald T. Halavais as Executive Vice-President of High Desert Mineral Resources, Inc., a Delaware corporation.

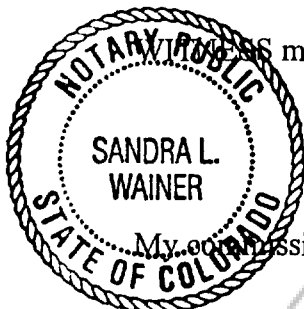
WITNESS my hand and official seal.

 Notary Public

My commission expires: _____

STATE OF COLORADO)
) ss.
 COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of May, 1999 by Joy E. Hansen as Vice President of Newmont Gold Company, a Delaware corporation.



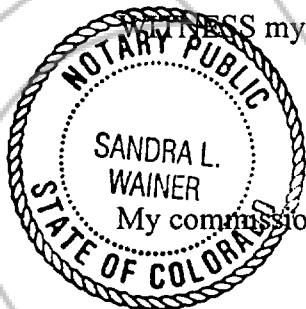
WITNESS my hand and official seal.

Sandra L. Wainer
 Notary Public

My commission expires: 12/05/02

STATE OF COLORADO)
) ss.
 COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of May, 1999 by Greg Fauquier as Vice President of Barrick HD Inc., a Nevada corporation.



WITNESS my hand and official seal.

Sandra L. Wainer
 Notary Public

My commission expires: 12/05/02

My Comm. Expires 12/05/2002

dn-44876 v2

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Exhibit A
to
Venture Termination and Liquidation Agreement
dated May 3, 1999

Property

1. Patented Claims. Those certain patented lode mining claims, situate in Township 35 North, Range 50 East of the M.D.B. & M., Eureka County, Nevada, further described as follows:

<u>Claim</u>	<u>United States Patent No.</u>	<u>United States Survey No.</u>
Big Six No. 3	783757	4332
Holt	881735	4422
July	935874	4528
Great Divide	945439	4393
Bald Eagle	946758	4527

Eureka County Assessor Information: Parcel No. 410-000-71;
Roll No. 03178; District 4.0.

2. Unpatented Claims.

(a) The following described unpatented lode and unpatented placer claims, situate in Township 35 North, Ranges 50 and 51 East of the M.D.B. & M., Eureka County, Nevada:

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Badger	G	422	N-MC-11243
Badger (Amended and Additional Location)	H	259	N-MC-11243
Badger No. 1	G	423	N-MC-11244
Badger No. 1 (Amended and Additional Location)	H	260	N-MC-11244
Unity No. 1	H	247	N-MC-11240
Unity No. 2	H	247	N-MC-11241

dn-44964

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<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Junction	H	330	N-MC-11445
Compromise No. 4	C	260	N-MC-11245
Compromise No. 4 (Amended and Additional Location)	H	261	N-MC-11245
Compromise No. 5	C	218	N-MC-11442
Compromise No. 5 (Amended and Additional Location)	H	262	N-MC-11442
Compromise No. 6	C	219	N-MC-11443
Compromise No. 6 (Amended and Additional Location)	H	262	N-MC-11443
Compromise No. 7	C	220	N-MC-11444
Compromise No. 7 (Amended and Additional Location)	H	263	N-MC-11444
Lamira	D	393	N-MC-11242
Lamira (Amended and Additional Location)	H	259	N-MC-11242
Hill Top	C	232	
Hill Top (Amended)	10	104	N-MC-11231
Hill Top No. 1	C	233	
Hill Top No. 1 (Amended)	10	106	N-MC-11232
Hill Top No. 2	C	234	
Hill Top No. 2 (Amended)	10	108	N-MC-11233
Hill Top Fraction	C	428	
Hill Top Fraction (Amended)	10	110	N-MC-11234
Hill Top Fraction No. 1	C	429	
Hill Top Fraction No. 1 (Amended)	10	112	N-MC-11235
Hill Top Fraction No. 2	9	484	N-MC-11228
Hill Top Fraction No. 3	9	486	N-MC-11229
Hill Top Fraction No. 4	9	488	N-MC-11230
Joe	73	367	N-MC-92823
Don	73	368	N-MC-92824
Big Jim	O	45	N-MC-11196
Big Jim No. 1	O	46	N-MC-11197
Big Jim No. 2	O	47	N-MC-11198
Big Jim No. 3	O	48	N-MC-11199
Big Jim No. 4	O	49	N-MC-11200
Big Jim No. 5	O	50	N-MC-11201
Big Jim No. 6	O	51	N-MC-11202
Big Jim No. 7	O	52	N-MC-11203

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Big Jim No. 8	O	53	N-MC-11204
Big Jim No. 9	O	54	N-MC-11205
Big Jim No. 10	O	55	N-MC-11206
Big Jim No. 11	O	56	N-MC-11207
Big Jim No. 12	O	57	N-MC-11208
Big Jim No. 13	O	58	N-MC-11209
Big Jim No. 14	O	59	N-MC-11210
Big Jim No. 15	O	60	N-MC-11211
Big Jim No. 16	O	61	N-MC-11212
Big Jim No. 17	O	62	N-MC-11213
Big Jim No. 18	O	63	N-MC-11214
Big Jim No. 19	O	64	N-MC-11215
Big Jim No. 20	O	65	N-MC-11216
Big Jim No. 21	O	66	N-MC-11217
Big Jim No. 22	O	67	N-MC-11218
Big Jim No. 23	O	68	N-MC-11219
Big Jim No. 24	O	69	N-MC-11220
Big Jim No. 25	O	70	N-MC-11221
Big Jim No. 26	O	71	N-MC-11222
Big Jim No. 27	O	72	N-MC-11223
Big Jim No. 28	O	73	N-MC-11224
Big Jim No. 29	O	74	N-MC-11225
Big Jim #30	71	111	N-MC-72757
Big Jim #31	71	112	N-MC-72758
Cracker Jack	O	23	N-MC-11174
Cracker Jack No. 1	O	24	N-MC-11175
Cracker Jack No. 2	O	25	N-MC-11176
Cracker Jack No. 3	O	26	N-MC-11177
Cracker Jack No. 4	O	27	N-MC-11178
Cracker Jack No. 5	O	28	N-MC-11179
Yellow Rose No. 8	O	31	N-MC-11182
Yellow Rose No. 9	O	32	N-MC-11183
Yellow Rose No. 10	O	33	N-MC-11184
Yellow Rose No. 11	O	34	N-MC-11185
Yellow Rose No. 12	O	35	N-MC-11186
Yellow Rose No. 13	O	36	N-MC-11187
Yellow Rose No. 14	O	37	N-MC-11188
Yellow Rose No. 15	O	38	N-MC-11189
Yellow Rose No. 16	O	39	N-MC-11190
Yellow Rose No. 17	O	40	N-MC-11191

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Yellow Rose No. 18	O	41	N-MC-11192
Yellow Rose No. 19	O	42	N-MC-11193
Yellow Rose No. 20	O	43	N-MC-11194
Yellow Rose No. 21	O	44	N-MC-11195
Polar #1	54	385	N-MC-11154
Polar #2	54	386	N-MC-11155
Polar #3	54	387	N-MC-11156
Polar #4	54	388	N-MC-11157
Polar #5	54	389	N-MC-11158
Polar #6	54	390	N-MC-11159
Polar #7	54	391	N-MC-11160
Polar #8	54	392	N-MC-11161
Polar #9	54	393	N-MC-11162
Polar #10	54	394	N-MC-11163
Polar #11	54	395	N-MC-11164
Polar #12	54	396	N-MC-11165
Polar #13	54	397	N-MC-11166
Polar #14	54	398	N-MC-11167
Polar #15	54	399	N-MC-11168
Polar #16	54	400	N-MC-11169
Polar #17	54	401	N-MC-11170
Polar #18	54	402	N-MC-11171
Polar #19	54	403	N-MC-11172
Polar #20	54	404	N-MC-11173
RJV	62	318	N-MC-13741
Paragon No. 1	M	216	N-MC-11237
Paragon No. 2	M	217	N-MC-11238
Paragon No. 3	M	217	N-MC-11239
Paragon Fraction	M	215	N-MC-11236
BM #1	132	241	N-MC-333061
BM #2	132	242	N-MC-333062
BM #3	132	243	N-MC-333063
BM #4	132	244	N-MC-333064
BM #5	132	245	N-MC-333065
BM #6	147	79	N-MC-372458
BM #7	147	80	N-MC-372459
BM #8	147	81	N-MC-372460
BM 9	200	175	N-MC-565082
BM 10	200	176	N-MC-565083
BM 11	200	177	N-MC-565084

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
BM 12	200	178	N-MC-565085
BM 13	200	179	N-MC-565086
BM 14	200	180	N-MC-565087
BM 15	200	181	N-MC-565088
BM 16	200	182	N-MC-565089
BM 17	200	183	N-MC-565090
BM 18	200	184	N-MC-565091
BM 19	200	185	N-MC-565092
BM 20	205	456	N-MC-574082
Discovery #1	205	458	N-MC-574084
Discovery #1 (Amended)	208	491	N-MC-574084
Discovery #2	208	490	N-MC-588702
Ludwig Exploration #1	103	49	N-MC-244744
(also known as LE-1 Placer Claim, and as LUDWIG EXP. #1)			
Ludwig Exploration #2	103	50	N-MC-244745
(also known as LE-2 Placer Claim, and as LUDWIG EXP. #2)			
Ludwig Exploration #3	103	51	N-MC-244746
(also known as LE-3 Placer Claim, and as LUDWIG EXP. #3)			
Ludwig Exploration #4	103	52	N-MC-244747
(also known as LE-4 Placer Claim, and as LUDWIG EXP. #4)			
LDX #1	124	386	N-MC-312914
GDX 105	184	340	N-MC-520254
GDX 106	184	341	N-MC-520255
GDX 107	184	342	N-MC-520256
GDX 108	184	343	N-MC-520257
GDX 109	184	344	N-MC-520258
GDE 110	184	540	N-MC-529076
GDE 111	184	541	N-MC-529077
GDE 112	184	542	N-MC-529078
GDE 113	184	543	N-MC-529079
GDE 114	184	544	N-MC-529080
HD1	229	532	N-MC-638603
HD2	229	533	N-MC-638604
HD3	229	534	N-MC-638605
HD4	229	535	N-MC-638606
HD5	229	536	N-MC-638607

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
HD6	229	537	N-MC-638608
HD7	229	538	N-MC-638609
HD8	229	539	N-MC-638610
HD9	229	540	N-MC-638611
HD10	229	541	N-MC-638612
HD11	229	542	N-MC-638613
HD12	229	543	N-MC-638614
HD13	229	544	N-MC-638615
HD14	229	545	N-MC-638616
HD15	229	546	N-MC-638617
HD16	229	547	N-MC-638618
HD17	229	548	N-MC-638619
HD18	229	549	N-MC-638620
HD19	229	550	N-MC-638621
HD20	229	551	N-MC-638622
HD21	229	552	N-MC-638623
HD22	229	553	N-MC-638624
HD26	229	554	N-MC-638625
Pal	192	47	N-MC-532013
Vent 1	247	34	N-MC-677567
Vent 2	247	35	N-MC-677568
Vent 3	247	36	N-MC-677569
Vent 4	247	37	N-MC-677570
Vent 5	249	181	N-MC-679410
Vent 6	249	182	N-MC-679411
Vent 7	249	183	N-MC-679412
Vent 8	249	184	N-MC-679413
Vent 9	249	185	N-MC-679414
Vent 10	249	186	N-MC-679415
Vent 11	269	94	N-MC-699502
Vent 12	277	514	N-MC-705711
Vent 13	277	515	N-MC-705712
Vent 14	277	516	N-MC-705713
Vent 15	277	517	N-MC-705714
Vent 16	277	518	N-MC-705715
Vent 17	277	519	N-MC-705716
Vent 18	277	520	N-MC-705717
Vent 19	286	468	N-MC-720365
Vent 20	297	368	N-MC-741388
Vent 21	297	369	N-MC-741389

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Vent 22	313	449	N-MC-778921
Mole 12	247	33	N-MC-677566
DDC #1	143	142	N-MC-364173
DDC #2	143	143	N-MC-364174
DDC #3	143	144	N-MC-364175
Chevas No. 1	72	497	N-MC-87172
Chevas No. 3	54	532	N-MC-87174

Insofar and only insofar as the above described claims are within the boundaries of the Area 1 Area of Interest described in the Venture Agreement.

(b) The following described unpatented lode claims, situate in Township 33 North, Range 50 East of the M.D.B.&M., and Township 35 North, Range 51 East of the M.D.B.&M., Eureka County, Nevada:

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
GDX 201	191	166	N-MC-529717
GDX 202	191	167	N-MC-529718
GDX 203	191	168	N-MC-529719
GDX 204	191	169	N-MC-529720
GDX 205	191	170	N-MC-529721
GDX 206	191	171	N-MC-529722
GDX 207	191	172	N-MC-529723
GDX 208	191	173	N-MC-529724
GDX 209	191	174	N-MC-529725
GDX 210	191	175	N-MC-529726
GDX 211	191	176	N-MC-529727
GDX 212	191	177	N-MC-529728
GDX 213	191	178	N-MC-529729
GDX 214	191	179	N-MC-529730
GDX 215	191	180	N-MC-529731
GDX 216	191	181	N-MC-529732
GDX 217	191	182	N-MC-529733
GDX 218	191	183	N-MC-529734
GDX 261	191	226	N-MC-529777
GDX 262	191	227	N-MC-529778
GDX 263	191	228	N-MC-529779

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
GDX 264	191	229	N-MC-529780
GDX 265	191	230	N-MC-529781
GDX 266	191	231	N-MC-529782
GDX 267	191	232	N-MC-529783
GDX 268	191	233	N-MC-529784
GDX 269	191	234	N-MC-529785
GDX 270	191	235	N-MC-529786
GDX 271	191	236	N-MC-529787
GDX 272	191	237	N-MC-529788
GDX 273	191	238	N-MC-529789
GDX 274	191	239	N-MC-529790
GDX 275	191	240	N-MC-529791
GDX 276	191	241	N-MC-529792
GDX 277	191	242	N-MC-529793
GDX 278	191	243	N-MC-529794
GDX 279	191	244	N-MC-529795
GDX 280	191	245	N-MC-529796
GDX 281	191	246	N-MC-529797
GDX 282	191	247	N-MC-529798
GDX 283	191	248	N-MC-529799
GDX 284	191	249	N-MC-529800
GDX 285	191	250	N-MC-529801
GDX 286	191	251	N-MC-529802
GDX 287	191	252	N-MC-529803
GDX 288	191	253	N-MC-529804
GDX 289	191	254	N-MC-529805
GDX 251	191	216	N-MC-529767
GDX 252	191	217	N-MC-529768
GDX 253	191	218	N-MC-529769
GDX 254	191	219	N-MC-529770
GDX 255	191	220	N-MC-529771
GDX 256	191	221	N-MC-529772
GDX 257	191	222	N-MC-529773
GDX 258	191	223	N-MC-529774
GDX 259	191	224	N-MC-529775
GDX 260	191	225	N-MC-529776
GDX 219	191	184	N-MC-529735
GDX 220	191	185	N-MC-529736
GDX 221	191	186	N-MC-529737
GDX 222	191	187	N-MC-529738

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<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
GDX 223	191	188	N-MC-529739
GDX 224	191	189	N-MC-529740
GDX 225	191	190	N-MC-529741
GDX 226	191	191	N-MC-529742
GDX 227	191	192	N-MC-529743
GDX 228	191	193	N-MC-529744
GDX 229	191	194	N-MC-529745
GDX 230	191	195	N-MC-529746
GDX 231	191	196	N-MC-529747
GDX 232	191	197	N-MC-529748
GDX 233	191	198	N-MC-529749
GDX 234	191	199	N-MC-529750
GDX 235	191	200	N-MC-529751
GDX 236	191	201	N-MC-529752
GDX 237	191	202	N-MC-529753
GDX 238	191	203	N-MC-529754
GDX 239	191	204	N-MC-529755
GDX 240	191	205	N-MC-529756
GDX 241	191	206	N-MC-529757
GDX 242	191	207	N-MC-529758
GDX 243	191	208	N-MC-529759
GDX 244	191	209	N-MC-529760
GDX 245	191	210	N-MC-529761
GDX 246	191	211	N-MC-529762

(c) The following described unpatented lode and placer claims, situate in Township 35 North, Ranges 50 and 51 East of the M.D.B. & M., Eureka County, Nevada:

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Jeep 19	244	19	674240
Jeep 20	244	20	674241
Jeep 21	244	21	674242
Jeep 22	244	22	674243
Jeep 23	244	23	674244
Jeep 28	244	28	674249
Jeep 29	244	29	674250

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Jeep 30	244	30	674251
Jeep 31	244	31	674252
Jeep 32	244	32	674253
Ford 6	244	33	674254
Ford 7	244	34	674255
Ford 8	244	35	674256
Ford 9	244	36	674257
Ford 10	244	37	674258
Ford 38	244	65	674286
Ford 39	244	66	674287
Ford 40	244	67	674288
Ford 41	244	68	674289
Trap 1	247	38	677571
Jim No. 2	6	322	86759
Sheep Creek Placer No. 1	J	466	86750
a/k/a/ Sheep Creek No. 1			
(Sheep Creek Placer	42	596	
No. 1 Amended)	P	67	
Sheep Creek No. 2	J	466	86751
(Sheep Creek No. 2	42	597	
Amended)			
Mole 1	247	22	677555
Mole 3	247	24	677557
Mole 4	247	25	677558
Mole 5	247	26	677559
Mole 6	247	27	677560
Mole 7	247	28	677561
Mole 8	247	29	677562
Mole 9	247	30	677563
Mole 10	247	31	677564
Mole 11	247	32	677565
Mole 13	269	93	699501
Pond 7	247	11	677544
Pond 10	247	14	677547
Pond 12	247	16	677549
Pond 13	247	17	677550
Pond 15	247	19	677552
Pond 17	247	21	677554
Alan No. 27	N	261	86762
Alan No. 28	N	262	86763

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<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Alan No. 29	N	263	86764
Alan No. 30	N	264	86765
Alan No. 31	N	265	86766
Alan No. 32	N	266	86767
Alan No. 33	N	267	86768
Alan No. 34	N	268	86769
(Alan No. 34 Amended)	P	51	
Beast 12	222	95	622116
Roger 36	223	78	626003
RK 1	277	503	705700
RK 3	277	505	705702
RK 4	277	506	705703
RK 5	277	507	705704
RK 6	277	508	705705
RK 7	277	509	705706
RK 8	277	510	705707
RK 9	277	511	705708
RK 10	277	512	705709
RK 11	277	513	705710
Chevas No. 2	72	498	87173
Chevas No. 4	54	533	87175
Chevas No. 5	54	534	87176

Insofar and only insofar as the above described claims are within the boundaries of the Area 1 Area of Interest described in the Venture Agreement.

3. The Lease. That certain Mining Lease, dated September 10, 1990, from Drury J. Thiercof and Frances Mae Thiercof, as lessors, to High Desert Mineral Resources, Inc., a British Columbia, Canada corporation, and relating to the following unpatented claims, situate in Township 35 North, Ranges 50 and 51 East of the M.D.B. & M., Eureka County, Nevada:

<u>Claim</u>	<u>Location Certificate Recording Data</u>		<u>BLM Serial Number(s)</u>
	<u>Book</u>	<u>Page</u>	
Back Pay (also known as "Back Pay Lode Claim")	29	187	N-MC-27472

Back Pay No. 1 (also known as "Back Pay Lode Claim No. 1")	29	188	N-MC-27473
Dixie Lea (also known as "Dixie Lea Lode Claim")	29	200	N-MC-27470
Dixie Lea No. 1 (also known as "Dixie Lea Lode Claim No. 1")	29	201	N-MC-27471

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Newmont Gold Company
99 MAY 18 PM 1:40

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$24.00

172231

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