

When Recorded Return To:  
W.G. Houston  
Barrick Gold Exploration Inc.  
P.O. Box 112410  
Salt Lake City, Utah 84147-2410

BOOK 406 PAGE 262  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Barrick Gold Expl*  
2005 FEB -4 PM 2:56

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 19.00

**196149**

### ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is given this 3<sup>rd</sup> day of January, 2005, by GLAMIS MARIGOLD MINING COMPANY, a Nevada corporation, whose address is 5190 Neil Road, Suite 310, Reno, Nevada 89502 ("Assignor"), to BARRICK GOLD EXPLORATION INC., a Delaware corporation, whose address is 293 Spruce Road, Elko, Nevada 89801-4491 ("Assignee").

For and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, assigns, sells and transfers to Assignee, subject to the terms and conditions of that certain Mining Venture Agreement, dated effective as of this date, between Assignor and Assignee ("Venture Agreement"), an undivided 60% of all of Assignor's right, title and interest in, to and arising under the following:

(1) The agreements, conveyances and leases (the "Agreements") listed on Exhibit A attached to and made a part of this Assignment, and any amendments thereto, including but not limited to Assignor's leasehold interest in and to the unpatented mining claims ("Mining Claims") identified in Exhibit B, attached to and made a part of this Assignment, arising pursuant to Assignor's succession to the interests of the Lessee under that certain Lease Agreement effective June 26, 1981 by and between Phillip A. Davis, as Lessor, and J. S. Livermore, d/b/a Cordex Exploration Co., as Lessee;

(2) All other agreements, product purchase and sale contracts, easements, access agreements, licenses, options, royalty and miscellaneous agreements, and choses in action (the "Ancillary Rights") in any way relating to the interest of Assignor in the Mining Claims; and

(3) The fixtures, buildings, structures, equipment and improvements (the "Improvements") identified in Exhibit C and all minerals produced from the Mining Claims and any interest in the proceeds of such production ("Interests in Production"). Any Improvements not identified in Exhibit C shall remain the property of Assignor.

Assignor warrants that the Agreements, Mining Claims, Ancillary Rights, Improvements, and Interests in Production are free and clear of all claims, defects, liens, or encumbrances created by, through or under Assignor.

Assignee hereby accepts said assignment and sale and assumes its proportionate share of the obligations arising under the interests conveyed.

This Assignment and Bill of Sale is subject to the terms set forth herein and incorporates by reference all the terms and conditions, including without limitation the representations and warranties, contained in the Venture Agreement, and each party to this Assignment hereby restates such rights, obligations, conditions, representations and warranties, as though they were set forth in their entirety herein.

This Assignment and Bill of Sale shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Executed on the date set forth above.

GLAMIS MARIGOLD MINING COMPANY

By: 

Print Name: Charles A. Jeannes

Title: Secretary

BARRICK GOLD EXPLORATION INC.

By: 

Print Name: Edward L. Cope

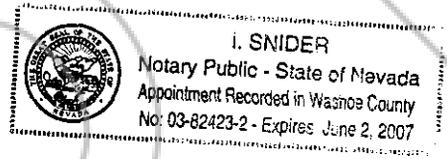
Title: Vice President, Exploration-USA

STATE OF NEVADA )  
COUNTY OF Washoe ) ss.

This instrument was acknowledged before me on this 3rd day of January, 2005, by Charles H. James, the Secretary of Glamis Marigold Mining Company.

[Signature]  
Notary Public  
Residing at Deno, NV

My Commission Expires June 2, 2007

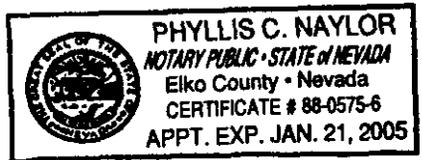


STATE OF NEVADA )  
COUNTY OF Elko ) ss.

This instrument was acknowledged before me on this 10th day of January, 2005, by Edward L. Cope, the Vice-President, Exploration-USA of Barrick Gold Exploration Inc.

[Signature]  
Notary Public  
Residing at Elko, NV

My Commission Expires January 21, 2005



## **EXHIBIT A**

to

### **ASSIGNMENT**

1. Settlement Agreement of December 1997 among Dee Gold Mining Co., Baroid Drilling Fluids, Inc., Meridian Rossi Corp., Euro-Nevada Mining Corporation, Inc., and Franco Nevada Mining Corporation, Inc.
2. Settlement Agreement of August 1996 among Dee Mining Co., Baroid Drilling Fluids, Inc. and Meridian Minerals Corporation.
3. Serviant Easement Agreement effective August 30, 1996 among Franco-Nevada Mining Corporation, Inc., Euro-Nevada Mining Corporation, Inc., Dee Gold Mining Co., and Meridian Minerals Corporation.
4. Grant of Easement of 1996 by and between Baroid Drilling Fluids, Inc. and Meridian Minerals Corporation (Grantors) and Dee Gold Mining Co. (Grantee).
5. Lease Agreement effective June 26, 1981 by and between Phillip A. Davis (Lessor) and J. S. Livermore, d/b/a Cordex Exploration Co. (Lessee).
6. Boundary Agreement, May 4, 1994 - Baroid Drilling Fluids, Inc., FMC Minerals Corporation, Franco Nevada, Euro Nevada, and Dee Gold Mining Co.
7. Mine Road Permit Agreement, October 1, 1988 – Newmont, Elko Land & Livestock Co., and Dee Gold Mining Co.
8. License to Expand Pit Slopes and Construct Roadways, March 30, 1988 – NL Petroleum Services Inc., FMC Minerals Corporation, and Dee Gold Mining Co.
9. 1992 letter agreement Re: Dee Gold Water Supply dated effective September 3, 1992, by and between Barrick Goldstrike Mines Inc. and Dee Gold Mining Co.
10. 1999 Waste Rock Disposal Letter Agreement

**EXHIBIT B**  
to  
**ASSIGNMENT**

The following described unpatented lode mining claims and millsite claims located in Eureka and Elko Counties, Nevada:

Claims	No.	Sec(s).	T(N.)	R.(E)	BLM "NMC" Numbers
RUSS 1-95	95	2,3, 4,5,8,9; 28, 29,32, 33, 34, 35	36; 37	49	642878-642972
RUSS 101-134	34	2, 3,10; 34, 35	36; 37	49	642973-643006
RUSS FRACS. 1-11	11	3,4,9,10;34,35	36;37	49	643007-643017
BS 1-21	21	2, 3, 10, 15; 27,28,33, 34, 35	36;37	49	643018-643038
B & E 1, 2	2	34	37	49	643039-643040
PAG 1-4	4	20, 21, 28, 29	37	49	643041-643044
JAG 3-64	62	4, 5; 28, 29, 32, 33	36; 37	49	643045-643106

Subject to the terms and conditions of the agreements identified in Exhibit A attached to the Assignment.

**EXHIBIT C**  
**to**  
**ASSIGNMENT**

1. 3,000 KVA Outdoor Substation
2. 1,000 KVA Mine Load Center
3. 750 KVA Mine Load Center
4. Spendrup 150 Hp X 71 inch diameter / 60K to 200K CFM Fan
5. Bulk Material Silo, 2,600 cu. ft. capacity / 122 tons cement
6. Power Line

**196149**

C-1

BOOK 406 PAGE 267