

005-570-15 and
Master AGM 005-580-15
A.P. No. _____

Recording Requested By and
When Recorded Return to:
John O'Brien
Snell & Wilmer L.L.P.
1200 Seventeenth St., Suite 1900
Denver, CO 80202-5854

1042544-21

DOC# 218750

10/06/2011

10:39AM

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 22 Fee: \$60.00

Recorded By FS RPTT: \$0.00

Book- 0524 Page- 0053



0218750

DEED OF TRUST

THIS DEED OF TRUST is given this 4th day of October 2011, by the Grantor named below to the Trustee named below, for the use and benefit of the Beneficiary named below.

**ARTICLE I
PARTIES, PROPERTY AND DEFINITIONS**

The following terms and references shall have the meanings indicated:

1.1 Grantor. Barrick Cortez Inc., a Delaware corporation, 136 E. South Temple, Suite 1800, Salt Lake City, Utah 84111 ("Grantor").

1.2 Beneficiary. All of the following are collectively referred to as "Beneficiary": (1) Wolf Creek, Inc., a Colorado corporation, 503 Brandley Circle, Okarche, Oklahoma 73762, its successors and assigns, together with any future holder of the Note; (2) Harold Rother Farms, Inc., a Colorado corporation, 503 Brandley Circle, Okarche, Oklahoma 73762, its successors and assigns, together with any future holder of the Note; and (3) Shirley Rother Bomhoff, 503 Brandley Circle, Okarche, Oklahoma 73762, her heirs and assigns, together with any future holder of the Note.

1.3 Trustee. Stewart Title of Nevada, Northeastern Division, 810 Idaho Street, Elko, Nevada 89801 or such successor which may be lawfully appointed.

1.4 Note. "Note" shall collectively refer to all three of the following promissory notes:

(a) Grantor and Barrick Gold Corporation's promissory note dated October 4, 2011 in the original principal amount of \$11,368,000 payable to Wolf Creek, Inc. and due January 4, 2012 unless such due date is accelerated, renewed, or extended;

(b) Grantor and Barrick Gold Corporation's promissory note dated October 4, 2011 in the original principal amount of \$761,000 payable to Harold Rother Farms, Inc. and due January 4, 2012 unless such due date is accelerated, renewed, or extended; and

(c) Grantor and Barrick Gold Corporation's promissory note dated October 4, 2011 in the original principal amount of \$707,000 payable to Shirley Rother Bomhoff and due January 4, 2012 unless such due date is accelerated, renewed, or extended.

1.5 Property. The land described in Exhibit A attached, together with the following:

(a) All buildings, fences, corrals, tanks, pipes and pipelines, wells, well equipment, pumps, electric motors, engines, sprinklers, control panels and accessories and other irrigation equipment, grain storage (bins and dryers), grain handling equipment (augers, dump pits, legs and other transfer equipment), livestock feeding and handling equipment (including feed bunks and chutes), scales affixed to the real estate and other fixtures, structures and improvements now or hereafter located or installed thereon, as well as all rights-of-way, easements, and other appurtenances thereto, together with all additions and accessions thereto;

(b) All of Grantor's right, title and interest in any land lying between the boundaries of said land and the center line of any adjacent street, road, avenue, or alley, whether opened or proposed;

(c) All water and water rights, all ditches and all ditch rights, all pipeline rights, all reservoirs and reservoir rights, and all range rights, now or hereafter belonging or in any wise appertaining to the property described above, or any part thereof, or now or hereafter owned or used by Grantor in connection with the irrigation or drainage of said property, or any part thereof, or for stock watering or domestic purposes thereon, whether such rights are evidenced by shares of stock, contracts, permits, licenses, or in any other manner (all of the foregoing, "Water Rights"); all wells and well rights appurtenant to or customarily utilized on said property; all tanks, dams, reservoirs, dikes, embankments, and other water developments, storage or conservation facilities and structures, and all other improvements of every kind of nature, now or hereafter located on said property including, but not limited to all windmills, pumps, pumping equipment, engines, motors, and related equipment used for or in connection with the irrigation or drainage of said property, or for stock or domestic watering purposes;

(d) All minerals owned by Grantor, timber, and landscaping features now or hereafter located on, under or above such land;

(e) All awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, injury to, or decrease in the value of, any of such property;

(f) All other or greater rights and interest of every nature in said property and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Grantor; and

(g) All privileges, appurtenances, rents, issue and profits concerning or related to such Property.



1.6 Leases. All leases, licenses or occupancy agreements, in whatever form, and any and all leases for oil, gas or other mineral, that now or subsequently affect all or any part of the Property.

1.7 Loan Documents. The Note, this Deed of Trust, and each other document executed or delivered by Grantor and any other persons, including, without limitation, any co-makers or guarantors as security for the Note or in connection with the transaction pursuant to which the Note has been executed and delivered. The term "Loan Documents" also includes all modifications, extensions, renewals, and replacements of each document referred to above and all documents and instruments executed in connection with any loans cross collateralized and cross defaulted herewith, and all extensions, modifications, renewals and replacements thereof. The Loan Documents include any Loan Documents executed or delivered by Grantor to any successor or assign of Beneficiary.

1.8 Secured Obligations. The Note and all past, present and future obligations of Grantor to Beneficiary, its successors and assigns, evidenced by or contained in the Loan Documents, whether stated in the form of promises, covenants, representations, warranties, conditions, or prohibitions or in any other form. If this Deed of Trust is foreclosed, either through Trustee or through the courts, the Secured Obligations shall include an amount equal to any advance interest or premium which would be payable under the terms of the Note if the Note were prepaid in full on the date of the foreclosure sale.

1.9 Environmental Law. Any federal, state or local enactment relating to protection of public health or the environment, including (by way of illustration rather than limitation) the Clean Water Act, 33 U.S.C. § 1251, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., and the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 135, et seq., as well as applicable state counterparts to such federal legislation and any regulation, guidelines, directives or other interpretations of any such enactment, all as amended from time to time.

1.10 Regulated Substance. Any substance, the manufacture, storage, transport, generation, use, treatment, recycling, disposal or other disposition of which is prohibited or regulated (including, without limitation, being subjected to notice, reporting, record-keeping or clean-up requirements) by any Environmental Law.

1.11 Person. An individual, corporation, association, partnership, trust or other legal entity.

ARTICLE II GRANTING CLAUSES

2.1 Grant to Trustee. As security for the Secured Obligations, Grantor hereby grants, bargains, sells, and conveys the Property to Trustee, in trust, with power of sale, for the use and



benefit of Beneficiary, its successors and assigns, and subject to all provisions hereof and subject to matters of record except mortgages or deeds of trust senior to this Deed of Trust.

2.2 Assignment of Leases and Rents. As additional security for the Secured Obligations, Grantor hereby assigns, sells, and conveys to Beneficiary, all of Grantor's right, title and interest in and to the Leases and all deposits (whether for security or otherwise), rents, issues, profits, revenues, contract rights, bonuses, delay rentals, royalties and benefits of every nature of and from the Property.

The Property, Leases, Rents and other rights granted, bargained, sold and conveyed in this Article II are sometimes referred to herein as the "Trust Estate."

ARTICLE III GRANTOR'S REPRESENTATIONS AND WARRANTIES

3.1 Warranty of Title. Grantor represents and warrants to Beneficiary that Grantor has good and marketable title to the Property in fee simple absolute, subject only to the liens of public record and general taxes for the current year, payable the following year, except existing mineral leases, mineral conveyances and mineral reservations of record; patent reservations; rights-of-way and easements of record; rights-of-way for public roads and subject to matters of record except mortgages or deeds of trust senior to this Deed of Trust. The warranties contained in this section shall survive foreclosure of this Deed of Trust whether by exercise of the power of sale or judicial foreclosure, and shall inure the benefit of and be enforceable by any such person who may acquire title to the Property pursuant to any such foreclosure.

3.2 Waiver of Homestead and Other Exemptions. Grantor hereby waives all rights to any homestead or other exemption to which Grantor would otherwise be entitled under any present or future constitutional, statutory, or other provision of Nevada or other state or federal law.

3.3 No Regulated Substances. Grantor represents and warrants to Beneficiary that:

- (a) Grantor has not caused or permitted any Regulated Substance to be generated, placed, held, located or disposed of on, under, or in the Property;
- (b) Neither Grantor nor any other Person has ever used the Property as a dump site, permanent or temporary storage site or transfer station for any Regulated Substance;
- (c) There is no actual or alleged violation of any Environmental Law affecting the Property or any activity conducted on the Property; and
- (d) No action or proceeding is pending before or appealable from any court, quasi-judicial body or administrative agency relating to the enforcement of any Environmental Law affecting the Property or any activity conducted on the Property.



Grantor will indemnify Beneficiary against and hold Beneficiary harmless from any loss, claim, damage or expense, including attorney's fees and other litigation expenses, incurred by Beneficiary in connection with any claim that any of the matters represented and warranted by Grantor in this section are inaccurate or untrue. The indemnity provided for in the preceding sentence is a part of the Secured Obligations but will survive payment or performance of the other Secured Obligations and the release, foreclosure or other discharge of this Deed of Trust.

ARTICLE IV GRANTOR'S COVENANTS

4.1 Payment of Secured Obligations. Grantor will pay all principal, interest, and other sums payable under the Loan Documents, on the date when each such payment is due, without notice or demand.

4.2 Performance of Other Obligations. Grantor will promptly and strictly perform and comply with all other covenants, conditions, and prohibitions required of Grantor by the terms of the Loan Documents.

4.3 Other Encumbrances. Grantor will promptly and strictly perform and comply with all covenants, conditions, and prohibitions required of Grantor in connection with any other encumbrance affecting the Property, regardless of whether such other encumbrance is superior or subordinate to the lien hereof.

4.4 Payment of Taxes. Grantor will pay, before delinquency, all taxes and assessments, general or special, which may be levied or imposed at any time against the Property, except those taxes and assessments for which Grantor is engaged in and diligently pursuing administrative or judicial proceedings appropriate to contest the validity or amount of such tax or assessment.

4.5 Maintenance and Repair of Property. Grantor will at all times maintain the Property in good condition. Grantor will comply with all statutes, ordinances, and other governmental or quasi-governmental requirements and private covenants relating to the ownership, construction, use or operation of the Property; and provided that so long as Grantor is not otherwise in default hereunder, Grantor may proceed diligently and in good faith to contest the validity or applicability of any such statute, ordinance, or requirement.

4.6 Waste. Grantor will not commit or permit any waste with respect to the Property.

4.7 Eminent Domain; Private Damage. If all or any part of any property encumbered hereby is taken or damaged by eminent domain or any other public or private action, Grantor will notify Beneficiary promptly of the time and place of all meetings, hearings, trials, and other proceedings relating to such action. Beneficiary may participate in all negotiations and appear and participate in all judicial or arbitration proceedings concerning any award or payment which may be due as a result of such taking or damaging, and may, in Beneficiary's sole discretion, compromise or settle, in the names of both Grantor and Beneficiary, any claim for any such award



or payment. Any such award or payment is to be paid to Beneficiary and will be applied first to reimburse Beneficiary for all costs and expenses, including attorney's fees, incurred by Beneficiary in connection with the ascertainment and collection of such award or payment. The balance, if any, of such award or payment may, in Beneficiary's sole discretion, either (a) be retained by Beneficiary and applied toward the Secured Obligations, or (b) be paid over, in whole or in part and subject to such conditions as Beneficiary may impose, to Grantor for the purpose of restoring, repairing, or rebuilding any part of the encumbered property affected by the taking or damaging. Beneficiary will have no duty to see to the application of any part of any award or payment released to Grantor. Grantor's duty to pay the Note in accordance with its terms and to perform the other Secured Obligations will not be suspended by the pendency or discharged by the conclusion of any proceedings for the collection of any such award or payment, and any reduction in the Secured Obligations resulting from Beneficiary's application for any such award or payment will take effect only when Beneficiary receives such award or payment. If this Deed of Trust has been foreclosed prior to Beneficiary's receipt of such award or payment, Beneficiary may nonetheless retain such award or payment to the extent required to reimburse Beneficiary for all costs and expenses, including attorney's fees, incurred in connection therewith, and to discharge any deficiency remaining with respect to the Secured Obligations.

4.8 Mechanic's Liens. Grantor will keep the Property free and clear of all liens and claims of liens by contractors, subcontractors, mechanics, laborers, material men, and other such persons, and will cause any recorded statement or any such lien to be released of record or bonded over within 30 days after the recording thereof.

4.9 Defense of Actions. Grantor will defend, at Grantor's expense, any action, proceeding or claim which affects any property encumbered hereby or any interest of Beneficiary in such property or in the Secured Obligations, and will indemnify and hold Beneficiary harmless from all loss, damage, cost, or expense, including attorney's fees, which Beneficiary may incur in connection therewith.

4.10 Expenses of Enforcement. Grantor will pay all costs and expenses, including attorney's fees, which Beneficiary may incur in connection with any effort or action (whether or not litigation or foreclosure is involved) to enforce or defend Beneficiary's rights and remedies under any of the Loan Documents, including but not limited to all attorney's fees and other expenses incurred by Beneficiary in securing title to or possession of, and realizing upon, any security for the Secured Obligations.

4.11 Improper Use of Property. Grantor will not use the Property for any purpose or in any manner which violates any applicable law, ordinance, or other governmental requirement, the requirements or conditions of any insurance policy, or any private covenant.

4.12 Further Assurances; Estoppel Certificates. Grantor will execute and deliver to Beneficiary upon demand, and pay the costs of preparation and recording thereof, any further documents which Beneficiary may request to create, confirm or perfect the liens and security interests created or intended to be created hereby, or to confirm or perfect any evidence of the Secured Obligations. Grantor will also, within 10 days after any request by Beneficiary, deliver to



Beneficiary a signed and acknowledged statement certifying to Beneficiary, or to any proposed transferee of the Secured Obligations, (a) the balance of principal, interest, and other sums then outstanding under the Note, and (b) whether Grantor claims to have any offsets or defenses with respect to the Secured Obligations and, if so, the nature of such offsets or defenses. Grantor's failure to provide such a statement within such 10 day period will result in Grantor's being conclusively bound by any representation which Beneficiary may make as to those matters.

4.13 Insurance. Grantor shall maintain (a) fire and extended casualty insurance insuring all buildings and improvements now or hereinafter located on the Property in an amount not less than the lesser of the highest insurable amount of such buildings and improvements or the combined principal amounts of the Note and any mortgages or deeds of trust encumbering the Property prior to this Deed of Trust and (b) comprehensive general liability insurance insuring its operations on the Property with limits for damage to Property and in amounts acceptable to Beneficiary for personal injury. Beneficiary shall be named as a loss payee on such casualty insurance and as an additional insured on such liability insurance, and such policies shall provide that they may not be canceled or terminated without at least 10 days' prior written notice to the Beneficiary.

4.14 Transfer of Property. Grantor will neither convey or otherwise transfer, either voluntarily or involuntarily, the Property or any part thereof or interest therein, without the prior written consent of Beneficiary.

4.15 Further Encumbrance of Property. This Deed of Trust is the first Deed of Trust on the Trust Estate. Grantor will neither create nor permit any junior lien or encumbrance against the Property (except for other liens for the benefit of Beneficiary), other than a mortgage or deed of trust in which the mortgagee or beneficiary:

(a) expressly acknowledges the priority of this Deed of Trust, as to all amounts then or at any time thereafter advanced hereunder or secured hereby, over any lien or security interest created by such junior mortgage or deed of trust; and

(b) expressly agrees that no foreclosure or other enforcement proceeding under such mortgage or deed of trust will be effective to terminate any lease of all or any part of the Property, regardless of the relative priorities of such junior mortgage or deed of trust and such lease.

Any person who acquires or records any lien or encumbrance against the Property after the recording of this Deed of Trust will be deemed to have agreed to, and will be bound by, the foregoing requirements, whether or not the document or documents relating to such lien or encumbrance reflect that agreement.

4.16 Regulated Substances. Grantor shall not, at any time prior to the satisfaction of all of the Secured Obligations, unlawfully cause or permit any Regulated Substances to be generated, placed, held, located or disposed of on, under or in the Property. Grantor shall indemnify and hold Beneficiary harmless from any and all loss, cost, expense (including attorney's fees and other costs



of litigation), claim, damage, or liability which Beneficiary may suffer or incur as a result of or in connection with any Regulated Substance being generated, placed, held, located or disposed of on, under or in the Property. Grantor shall follow all local, state and federal laws regulating operation of feedlots and disposal of waste therefrom.

ARTICLE V EVENTS OF DEFAULT

Each of the following events shall constitute an event of default under all of the Loan Documents:

5.1 Failure to Pay Secured Obligations. Grantor's failure to make any payment when due under the terms of any of the Loan Documents.

5.2 Violation of other Covenants. Grantor's failure to perform or observe any other covenant, condition, or prohibition contained in the Loan Documents.

5.3 Misrepresentation or Breach of Warranty. Beneficiary's determination that any statement or warranty contained in the Note, Deed of Trust or any other of the Loan Documents is untrue or misleading.

5.4 Dissolution, Insolvency, or Bankruptcy. The dissolution, termination, or liquidation of Grantor or the making by Grantor, or any other person or entity directly or indirectly liable for the Secured Obligations, of any assignment for the benefit of creditors, or the appointment of a receiver, liquidator, or trustee of the property of any such person, or the filing of any petition for the bankruptcy, reorganization, or arrangement of any such person pursuant to the federal Bankruptcy Code or any similar state or federal statute, or the adjudication of any such person as bankrupt or insolvent.

ARTICLE VI BENEFICIARY'S REMEDIES

Immediately upon or at any time after the occurrence of any event of default hereunder, Beneficiary may exercise any remedy available at law or in equity, including but not limited to those listed below and those listed in the Note and the other Loan Documents, in such sequence or combination as Beneficiary may determine in Beneficiary's sole discretion:

6.1 Performance of Defaulted Obligations. Beneficiary, without any obligation to do so, may make any payment or perform any other obligation under the Loan Documents which Grantor has failed to make or perform, and Grantor hereby irrevocably appoints Beneficiary as the true and lawful attorney-in-fact for Grantor to make any such payment and perform any such obligation in the name of Grantor. All payments made and expenses (including, without limitation, attorney's fees) incurred by Beneficiary in this connection, together with interest thereon at the default rate provided for in the Loan Documents from the date paid or incurred until repaid, will be part of the Secured Obligations and will be immediately due and payable by Grantor to



Beneficiary. In lieu of advancing Beneficiary's own funds for such purposes, Beneficiary may use any funds of Grantor which may be in Beneficiary's possession, including but not limited to insurance or condemnation proceeds and amounts deposited for taxes or other purposes.

6.2 Specific Performance and Injunctive Relief. Notwithstanding the availability of legal remedies, Beneficiary will be entitled to obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring Grantor to cure or refrain from repeating any default.

6.3 Acceleration of Secured Obligations. Beneficiary may, without notice or demand, declare all of the Secured Obligations immediately due and payable in full, including any advance interest or premiums as provided in the Note.

6.4 Suit for Monetary Relief. To the extent permitted by applicable law, with or without accelerating the maturity of the Secured Obligations, Beneficiary may either sue from time to time for any payment due under the Note, or to foreclose the Deed of Trust.

6.5 Possession of Property. Beneficiary may enter and take possession of the Property without seeking or obtaining the appointment of a receiver, perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent as Grantor could do the same things and may employ a managing agent for the Property. Without limiting the effect of the preceding sentence, Grantor is empowered, but shall have no obligation, to collect the rents, income, and profits accruing under the Leases or any of them, to enforce payment thereof and the performance of any and all terms and provisions thereof, to exercise all of the rights and privileges of Grantor thereunder, including the right to fix or modify such Leases. Beneficiary will from time to time apply the net income derived from the Leases, after payment of all proper costs and charges (including attorney's fees and other costs or collection) to any sums then due Beneficiary under the Loan Documents, in such order as Beneficiary may elect, but Beneficiary will in no event be accountable for any sums not actually received by Beneficiary.

6.6 Acceleration Upon Default, Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(a) Either in Person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security thereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, and advances upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust



Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Trust Deed as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the Counties in which the Trust Estate is located.

6.7 Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Trust Deed. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title to such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including, but not limited to, costs of evidence of title in connection with sale and a Trustee's fee, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate then in effect on the Note and; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.



6.8 Appointment of Receiver. Beneficiary shall be entitled, upon ex parte application without notice to Grantor, to the appointment of a receiver for the Property by any court of competent jurisdiction. Such receiver and his agents shall be empowered (a) to take possession of the Property and any businesses conducted by Grantor or any other person thereon and any business assets used in connection therewith; (b) to exclude Grantor and Grantor's agents, servants and employees from the Property, or, at the option of the receiver, in lieu of such exclusions, to collect a fair market rental from any such persons occupying any part of the Property; (c) to collect the rents, issues, profits and income therefrom, and to seize any funds which are identifiable as rents, profits or other income of the Property, whether collected before or after his appointment; (d) to complete any construction which may be in progress; (e) to do such maintenance and make such repairs and alterations as the receiver deems necessary; (f) to use all stores of materials, supplies and maintenance equipment on the Property and replace such items as an expense of the receivership estate; (g) to pay all taxes and assessments against the Property and all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior encumbrance and the Secured Obligations; (h) to borrow from Beneficiary such funds as may reasonably be necessary to the effective exercise of the receiver's powers, on such terms as may be agreed upon by the receiver and Beneficiary, with such borrowings to be secured by the lien of this Deed of Trust on the same priority as the indebtedness secured hereby; (i) to collect any and all sums owing under any of the Leases; and (j) generally to do anything which Grantor could legally do if Grantor were in possession of the Property. Any revenues collected by the receiver shall be applied first to the expenses of the receivership and the balance shall be applied toward the Secured Obligations or in such other manner as the court may direct. Unless sooner terminated with the express consent of Beneficiary, any such receivership will continue until the Secured Obligations have been discharged in full, or until title to the Property has passed after foreclosure sale and all applicable periods of redemption have expired.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Time of the Essence. Time is of the essence with respect to all provisions of the Note, Deed of Trust and the other Loan Documents.

7.2 Rights and Remedies Cumulative. Beneficiary's rights and remedies under the Note, Deed of Trust and the other Loan Documents are cumulative of the rights and remedies otherwise available to Beneficiary at law or in equity. No act of Beneficiary shall be construed as an election to proceed under any particular provision of any Loan Document to the exclusion of any other provision in the same or any other Loan Document, or as an election of remedies to the exclusion of any other remedy which may then or thereafter be available to Beneficiary.

7.3 Implied Waivers. Beneficiary shall not be deemed to have waived any provision of any Loan Document unless such waiver is in writing and is signed by Beneficiary. Without limiting the generality of the preceding sentence, neither Beneficiary's acceptance or any payment with knowledge of a default by Grantor, nor any failure by Beneficiary to exercise any remedy following a default by Grantor, shall be deemed a waiver of such default, and no waiver by



Beneficiary of any particular default on the part of Grantor shall be deemed a waiver of any other default or of any similar default in the future.

7.4 Dealings with Successor Owners. If the Property or any interest in the Property is transferred to any person other than Grantor, whether voluntarily or involuntarily and whether or not Beneficiary has consented to such transfer, then Beneficiary may deal with such successor owner in all matters relating to the Secured Obligations, and no such dealings, including but not limited to any change in the terms of the Secured Obligations, will be deemed to discharge or impair the obligations of Grantor to Beneficiary under the Loan Documents.

7.5 Assigns. Beneficiary reserves the right to transfer, convey, or assign its rights hereunder, and Grantor expressly consents to any such transfer, conveyance, or assignment. Upon any such transfer, conveyance, or assignment, the transferee, grantee, or assignee shall have all the rights and privileges available to the beneficiary hereunder.

7.6 Preservation of Liability and Priority. Without affecting the liability of Grantor or of any other person (except a person expressly released in writing) for payment and performance of all of the Secured Obligations, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, and without impairing in any way the priority of this Deed of Trust over the interests of any person acquired or first evidenced by recording subsequent to the recording hereof, Beneficiary may, either before or after the maturity of the Note, and without notice or consent: (a) release any person liable for payment or performance of all or any part of the Secured Obligations; (b) make any agreement altering the terms of payment or performance of all or any of the Secured Obligations; (c) exercise or refrain from exercising, or waive, any right or remedy which Beneficiary may have under any of the Loan Documents; (d) accept additional security of any kind for any of the Secured Obligations; or (e) release or otherwise deal with any real or personal property securing the Secured Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property shall be deemed, by acquiring such interest or recording any evidence thereof, to have agreed and consented to any or all such actions by Beneficiary.

7.7 Subrogation of Beneficiary. Beneficiary shall be subrogated to the lien of any previous encumbrance discharged with funds advanced by Beneficiary under the Loan Documents, regardless of whether such previous encumbrance has been released of record.

7.8 Notices. Any notice required or permitted to be given by Grantor or Beneficiary under the Note, Deed of Trust or any of the other Loan Documents must be in writing and will be deemed given upon personal delivery or delivery by Federal Express or other similar overnight delivery service or on the third business day after the mailing thereof, by United States mail, or by registered or certified mail, postage prepaid, to the appropriate party at its address shown on the first page of this Deed of Trust. Either party may change its address for notices by giving notice to the other party in accordance with this section.



7.9 Defeasance. Upon payment and performance in full of the Note, Beneficiary will execute and deliver to Grantor such documents as may be required to release this Deed of Trust of record.

7.10 Severability. If any provision of the Note, Deed of Trust or any of the other Loan Documents is, for any reason and to any extent, invalid or unenforceable, then neither the remainder of the Note, Deed of Trust or any of the other Loan Documents in which such provision appears, nor the application of the provision to other persons or in other circumstances, shall be affected by such invalidity or unenforceability.

7.11 Security Agreement. The undersigned hereby grants to Beneficiary, its successors and assigns, a security interest in all Water Rights, and in all irrigation works, lines, pumps, electric motors, engines, pipes, sprinklers, control panels and accessories, and all other irrigation equipment connected therewith now or hereafter placed or installed on said premises, including, without limitation, all bridges, including all center pivot bridges, together with all water and watering rights of every kind and description, wells, well rights, ditches, ditch rights, reservoirs, and reservoir rights, appurtenant to or customarily used with or upon the lands described in Exhibit A attached hereto, including, without limitation, all tributary, nontributary, and not nontributary water, and all Property which is personal property subject to the Uniform Commercial Code as enacted in the State of Nevada, Nevada Revised Statutes Chapters 104 and 104A.

7.12 Fixture Filing. This Deed of Trust shall be a fixture filing as to any Property which is fixtures under applicable law.

7.13 Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Nevada. Except as set forth hereinafter, this Deed of Trust shall also be governed by, construed and enforced in accordance with the laws of the State of Nevada.

Signed and delivered as of the date first mentioned above.

BARRICK CORTEZ INC., a Delaware Corporation

By: _____

Its: _____


[Signature]
President



STATE OF Utah)
) ss
COUNTY Salt Lake)

The foregoing instrument was acknowledged before me this 30 day of ^{September}~~October~~, 2011,
by Gregory A. Long who personally appeared before me as the President of
Barrick Cortez, Inc., a Delaware corporation.

Witness my hand and official seal.


Notary Public

My Commission Expires: 3/25/2015

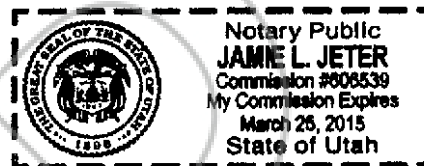


EXHIBIT A

**THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTIES OF ELKO
AND EUREKA, STATE OF NEVADA:**

PARCEL 1: (Elko and Eureka County)

TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 3: All;

PARCEL 2: (Eureka County)

TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 9: E1/2;

Section 15: W1/2;

Section 21: E1/2; SW1/4;

Section 33: All;

PARCEL 3: (Elko County)

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 35: All;

EXCEPTING FROM Parcels 1, 2 and 3 as a mineral interest and not as a royalty interest, all minerals (as defined below) of every kind or character, in, under, or that may be extracted from, the real property (the "Property") hereby conveyed to Grantee, for the purposes of exploring for, developing, mining, recovering, processing, transporting, milling, storing, stockpiling and otherwise using, enjoying and exploiting minerals (collectively the "Minerals Activities"), without limitation to any and all mining techniques, including open-pit, shaft and strip mining procedures. As used herein, "minerals" shall include without limitation substances containing gold, silver, platinum and all other precious metals; iron, cobalt, copper, lead, zinc, nickel, chromium, aluminum, mercury, cadmium and all other base metals; oil, natural gas, casinghead gas, condensates and associated hydrocarbons; sulfur produced in association with hydrocarbons; geothermal brines, solutions, materials and other geothermal resources; helium; carbon dioxide; industrial-grade silicates, aluminates and carbonates; uranium, vanadium, thorium, and all other fissionable elements; coal, lignite, peat and similar organic minerals; all other minerals of every kind and character, metallic or nonmetallic, inorganic or organic or otherwise, regardless of whether presently known to science or industry, now known to exist or hereafter discovered upon, within or underlying the surface of the property, regardless of depth. This reservation does not include building rock, sand, gravel, top soil, decorative stone or related materials as reserved by NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware Limited Liability



Company in Deeds, recorded September 19, 1997, in Book 313, Page 343, Official Records, Eureka County, Nevada, and in Book 1009, Page 627, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1, 2 and 3 all oil, gas and mineral rights of whatever nature existing as a part of, upon, beneath the surface of or within said lands, including any oil and gas leases, rentals and/or royalties thereon as reserved by DOMINEK J. PIERETTI, an unmarried man, in deed recorded May 23, 2001 in Book 1, Page 15170, Official Records, Elko, Nevada, and in Book 341, Page 227, Official Records, Eureka County, Nevada.

PARCEL 4: (Elko County)

TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 13: All;
Section 36: E1/2;

TOWNSHIP 29 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 3: W1/2;
Section 4: All;
Section 5: All;
Section 6: All;
Section 7: All;
Section 8: All;
Section 18: All;
Section 19: All;
Section 20: All;
Section 29: All;
Section 30: All;
Section 31: All;

TOWNSHIP 30 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 33: All;

EXCEPTING FROM all of Parcel 4 except the E1/2 of Section 36, Township 29 North, Range 52 East, M.D.B.&M., and all of Sections 4, 6, 18, 20 and 30, Township 29 North, Range 53 East, M.D.B.&M., all petroleum, oil, natural gas and products derived therefrom lying in and under said land as reserved by Southern Pacific Land Company, in deed recorded March 9, 1950, in Book 58, Page 22, Deed Records of Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 4 except the E1/2 of Section 36, Township 29 North, Range 52 East, M.D.B.&M., and all of Sections 4, 6, 18, 20 and 30, Township 29 North, Range 53 East, M.D.B.&M., an undivided 1/2 interest in and to any and all other mineral rights



owned or possessed by grantor as reserved by Eureka Livestock Company, et al, in deed recorded November 28, 1955, in Book 69, Page 18, Deed Records of Elko County, Nevada.

FURTHER EXCEPTING FROM the E1/2 of Section 36, Township 29 North, Range 52 East, M.D.B.&M., and all of Sections 4, 6, 18, 20 and 30, Township 29 North, Range 53 East, M.D.B.&M., all the mineral deposits lying in and under said land as reserved by the United States of America, in patent recorded June 2, 1967, in Book 82, Page 323, Official Records of Elko County, Nevada.

PARCEL 5: (Eureka County)

TOWNSHIP 28 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 5: All;

TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 7: All;

Section 16: NW1/4; W1/2SW1/4; E1/2SW1/4;

Section 17: All;

Section 20: S1/2SE1/4; NE1/4SE1/4; SE1/4NE1/4;

Section 21: NW1/4;

Section 29: All;

Section 32: NW1/4NW1/4;

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 31: All;

TOWNSHIP 29 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: All;

Section 3: All;

Section 5: All;

Section 7: All;

Section 9: All;

Section 13: All;

Section 15: All;

Section 17: All;

Section 19: All;

Section 21: All;

Section 23: All;

Section 25: All;

Section 27: All;

Section 29: All;



TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 31: All;

Section 33: All;

Section 35: All;

EXCEPTING FROM all of Parcel 5 except NW1/4; W1/2SW1/4; E1/2SW1/4 of Section 16; NE1/4 of Section 17; S1/2SE1/4; NE1/4SE1/4; SE1/4NE1/4 of Section 20; NW1/4 of Section 21; NW1/4NW1/4 of Section 32, Township 29 North, Range 52 East, M.D.B.&M., all petroleum, oil, natural gas, and products derived therefrom lying in and under said land as reserved by Southern Pacific Land Company in deed recorded March 9, 1950, in Book 24, Page 42, Deed Records of Eureka County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 5 except NW1/4; W1/2SW1/4; E1/2SW1/4 of Section 16; NE1/4 of Section 17; S1/2SE1/4; NE1/4SE1/4; SE1/4NE1/4 of Section 20; NW1/4 of Section 21; NW1/4NW1/4 of Section 32, Township 29 North, Range 52 East, M.D.B.&M., an undivided 1/2 interest in and to any and all other mineral rights owned or possessed by grantor as reserved by Eureka Livestock Company, et al, in deed recorded November 4, 1955, in Book 24, page 480, Deed Records of Eureka County, Nevada.

FURTHER EXCEPTING FROM Parcels 4 and 5 fifty percent (50%) in and to all oil, gas and mineral rights of whatever nature existing as a part of, upon, beneath the surface of or within said lands, including any oil and gas leases, rentals and/or royalties thereon as reserved by Dominek J. Pieretti, also known as Dominick Pieretti, and Tosca Sullivan, also known as Tosca P. Sullivan, a widow, in deeds recorded May 23, 2001, in Book 1, Page 15175, Official Records of Elko County, Nevada, and in Book 341, Page 234, Official Records of Eureka County, Nevada.

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF EUREKA, STATE OF NEVADA:

PARCEL 6: (Eureka County)

TOWNSHIP 29 NORTH, RANGE 52 EAST M.D.B.&M.

Section 4: SW1/4; SE1/4NW1/4;

Section 5: SE1/4; SW1/4NE1/4; Lot 2;

Section 8: E1/2;

Section 9: W1/2;

EXCEPTING FROM Lot 2 of Section 5, Township 29 North, Range 52 East, M.D.B.&M., all petroleum, oil, natural gas and products derived therefrom, lying in and under said land as reserved by Southern Pacific Land Company in deed recorded March 9, 1950, in Book 24, Page 42, Deed Records, Eureka County, Nevada.



FURTHER EXCEPTING FROM Lot 2 Section 5, Township 29 North, Range 52 East, M.D.B&M., an undivided 1/2 interest in and to any and all other mineral rights owned or possessed by grantor as reserved by Eureka Livestock Company, et al, in deed recorded November 4, 1955, in Book 24, Page 480, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM Parcel 6 fifty percent (50%) in and to all oil, gas and mineral rights of whatever nature existing as a part of, upon, beneath the surface of or with said lands, including any oil and gas leases, rentals and/or royalties thereon as reserved by Dominek J. Pieretti, also known as Dominick Pieretti, and Tosca Sullivan, also known as Tosca P. Sullivan, a widow, in deed recorded May 23, 2001 in Book 341, Page 241, Official Records, Eureka County, Nevada



Application 76037:

(Permit issued November 16, 2007) (This permit abrogates 0.7014 cfs., of Permit 68521) Source of water is Underground, diverted at NE/4NW/4 Sec. 29, T.29N., R.52E., MDB&M. Priority is February 27, 2002. Amount of water is 0.7014 cfs., 150.3 ac. ft. annually. Acreage is 50.10 acres within Secs. 20, 21, 28, 29, T.29N., R.52E.

(Note: Portions of place of use may be covered by other rights.)

Proof of Beneficial Use is due November 16, 2009.

Application 76038: (This permit abrogates 2.7986 cfs., of Permit 68521.) (Permit issued November 16, 2007) Source of water is Underground, diverted at NW/4NE/4 Sec. 29, T.29N., R.52E., MDB&M. Priority is February 27, 2002. Amount of water is 2.7986 cfs., 599.7 ac. ft. annually. Acreage is 199.90 acres within Secs. 28, 29, T.29N., R.52E.

(Note: Portion of place of use may be covered by other rights.)

Proof of Beneficial Use is due November 16, 2009.

Proof 00304: (Humboldt Decree)

Source is Hot Creek, Willow Creek, Padelford Creek, Pine Creek, diverted through various ditches. Priority is 1871, 1880, 1903, 1875, 1876. Amount of water is approximately 11 cfs., 2868.17 ac. ft. Acreage is 855.01 acres of Harvest, 128.72 acres Meadow and 146.75 diversified within (exact area needs to be further refined but appears to be T.29N., R.52E., probably Secs. 16, 20, 21, 4, 50.)



Basin	App	Change App.	Cert	File Date	Status	Source	POD QQ	POD Qtr	POD Sec	POD Twn	POD Rng	Div Rate (CFS)	Type of Use	Sup	Annual Duty	Units	County	Owner of Record
53	10954		3418	5/10/1943	CER	SPR	NE	SE	21	29N	52E	0.003	DOM		2.025474	AFA	EU	SHIRLEY A. ROTHER
53	18868		6770	5/24/1960	CER	UG	NW	SW	16	29N	52E	3.3	IRR		1099.29	AFA	EU	SHIRLEY A. ROTHER
53	27914		8970	11/20/1973	CER	SPR	SW	NW	2	29N	52E	0.023	STK		18.597534	AFA	EU	SHIRLEY A. ROTHER
53	34944		12563	2/7/1978	CER	UG	NE	NE	17	29N	52E	2.684	IRR		974	AFA	EU	SHIRLEY A. ROTHER
53	54153		13772	11/9/1989	CER	UG	NE	SW	4	29N	52E	0.015	STK		11.201485	AFA	EU	SHIRLEY A. ROTHER



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Basin	App	Change App.	Cert	File Date	Status	Source	POD QQ	POD Qtr	POD Sec	POD Twn	POD Rng	Div Rate (CFS)	Type of Use	Sup	Annual Duty	Units	County	Owner of Record
53	18868		6770	5/24/1960	CER	UG	NW	SW	16	29N	52E	3.3	IRR		1099.29	AFA	EU	WOLF CREEK, INC.
53	34944		12563	2/7/1978	CER	UG	NE	NE	17	29N	52E	2.684	IRR		974	AFA	EU	WOLF CREEK, INC.
53	53742	34946	13434	8/7/1989	CER	UG	NE	NW	29	29N	52E	2	IRR		296.22	AFA	EU	WOLF CREEK, INC.
53	68521			2/27/2002	ABR	UG	NW	NE	29	29N	52E	0	IRR		0	AFA	EU	WOLF CREEK, INC.
53	68521	CHANGED BY:	76038		PER	UG												
53	68521	CHANGED BY:	75698T		EXP	UG												
53	68521	CHANGED BY:	75698T		EXP	UG												
53	68521	CHANGED BY:	76037		CER	UG												
53	75698T	68521		5/14/2007	EXP	UG	NW	NE	29	29N	52E	0	IRR		0	AFA	EU	WOLF CREEK, INC.
53	75699T	68521		5/14/2007	EXP	UG	NE	NW	29	29N	52E	0	IRR		0	AFA	EU	WOLF CREEK, INC.
53	76037	68521	17668	7/9/2007	CER	UG	NE	NW	29	29N	52E	0.7014	IRR	Y	150.3	AFA	EU	WOLF CREEK, INC.
53	76038	68521		7/9/2007	PER	UG	NW	NE	29	29N	52E	2.7986	IRR		599.7	AFA	EU	WOLF CREEK, INC.
53	80866			5/16/2011	RFA	UG	SE	SE	14	29N	52E	0.0172	STK		0	AFA	EL	HAROLD ROTHER FAI INC
53	76036	18869	17667	5/24/1960	CER	UG	NE	NW	29	29N	52E	2.005	IRR		401.85	AFA	EU	DOMINICK PIERETTI, TOSCA SULLIVAN



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