

Appendix A6

“Property Donation Agreement between and among Homestake Mining Company of California, the State of South Dakota and the South Dakota Science and Technology Authority”, 14 April 2006 (259 pages)

PROPERTY DONATION AGREEMENT
BETWEEN AND AMONG
HOMESTAKE MINING COMPANY OF CALIFORNIA,
THE STATE OF SOUTH DAKOTA
AND
THE SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

DATED AS OF APRIL 14, 2006

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PROPERTY DONATION AGREEMENT

This Property Donation Agreement is entered into on the 14th day of April, 2006, between and among Homestake Mining Company of California, the State of South Dakota and the South Dakota Science and Technology Authority. Capitalized terms are defined in Section 1.1 below.

RECITALS

A. Homestake owns certain assets in or near the town of Lead, South Dakota that were previously associated with mining, milling and processing operations at the Homestake Mine. Homestake has operated the Homestake Mine for more than 120 years. Active mining ended in 2001 and, since that time, Homestake has been conducting reclamation and closure activities at the Homestake Mine. The underground workings at the Homestake Mine are vast, with more than 300 miles of underground tunnels and shafts which reach, at some points, more than 8000 feet below the surface. Facilities located on the surface at the Homestake Mine are also extensive, and include buildings, hoists, warehouses and shops. Homestake closed the underground workings in July, 2003. Homestake has also demolished and reclaimed many of the surface facilities.

B. In 2001, the State initiated discussions with Homestake, asking Homestake to donate the underground workings of the Homestake Mine and certain surface properties for use as an underground laboratory. The State had identified these workings and properties as being desirable to support an underground laboratory project and desired to acquire these properties for use and development of one or more underground laboratory projects. The State decided to establish the Authority to accept, own, manage and develop such property and assets.

C. After several years of discussion, in January, 2004, Barrick, Homestake and the State signed the Agreement in Principle, which provided that Homestake would donate certain underground and surface properties for use as an underground laboratory provided that the State would take certain steps to ensure that Homestake would not be exposed to liabilities that might result from planned use of the former mining property. A key provision of the Agreement in Principle addressed the indemnification and protection from liability that is embodied in state law and this Agreement:

Homestake and South Dakota acknowledge that, after the donation of the Laboratory Property, Homestake will lose all control over the use of the Laboratory Property. They also acknowledge that the Laboratory Property will be substantially changed by the construction and operation of the laboratory and the introduction of scientists and other non-miners into the underground environment. Accordingly, Homestake and South Dakota have agreed that Homestake will be indemnified from any future liability associated with the Laboratory Property. The indemnification package will include three components: (1) a contract between Homestake and the Science and Technology Authority by which the Authority will indemnify Homestake for any civil liability associated with the

Laboratory Property after the date of conveyance; (2) a statutory change that will provide immunity from claims under state law for the owners of property, like the Laboratory Property, that may be donated to the Authority; and (3) a statutory indemnification from South Dakota from civil liability after the date of the conveyance. Homestake and South Dakota agree that the scope of liability protection and indemnification provided by this agreement is meant to coincide, as nearly as possible, with the scope of protection provided by the federal legislation which was passed by the United States Senate in November, 2001. The language contemplated for the contract with the Authority and the proposed amendments to South Dakota law are based on the language that was approved by the Senate.

D. Following execution of the Agreement in Principle, the State enacted legislation to establish the Authority and to foster and facilitate scientific and technological investigation, experimentation and development. The legislation expressly provides for indemnification and protection from liability that were intended to induce property owners, such as Homestake, to donate property to the Authority.

E. In September, 2005, Homestake, Barrick, the State and the Authority entered into an Amendment to the Agreement in Principle that primarily addressed funding concerns for the underground laboratories. The amendment also made certain changes to the description of the property to be donated. Following that amendment, the underground workings and properties and related facilities needed for the State's and the Authority's purposes were more particularly evaluated and are now identified as the Surface Property, the Underground Property and the other Assets and the underground laboratory projects are now called the Interim Laboratory Project and the Deep Laboratory Project.

F. Through executive and legislative action, and by legislative appropriation, the State and the Authority have persuaded Homestake to donate the Underground Property, including all of its workings, and the Surface Property and certain other Assets to the Authority at no cost, so that the Authority can seek to establish the Interim Laboratory Project and the Deep Laboratory Project, subject to the terms and conditions set out in this Agreement. Homestake's willingness to make such donation is premised primarily on the agreement of the State and the Authority to indemnify Homestake with respect to certain existing and all future liabilities that might result from the ownership and use of the Assets by the Authority, the agreement of the Authority to release Homestake from such liabilities, and the commitment by the Authority to secure and maintain adequate funding and management and technical capability to ensure safe and sustainable operation of the laboratory projects and the Assets.

AGREEMENT

Subject to the terms, conditions and covenants contained in this Agreement, the Parties agree as follows:

Handwritten initials: DMZ
Handwritten signature: [illegible]

ARTICLE 1 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

(a) "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by or is under common control with, a Party. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise. The Authority is an independent body corporate and politic and is not an Affiliate of the State.

(b) "Agreement" means this Property Donation Agreement, together with all of its Exhibits.

(c) "Agreement in Principle" means the Agreement in Principle dated January 12, 2004 among the State, Homestake and Barrick, as amended by Amendment to Agreement in Principle dated September 20, 2005 among the State, the Authority, Homestake and Barrick.

(d) "Assets" means the Surface Property, the Underground Property, the Easements, the Improvements and Fixtures, the Equipment, and the Data and Other Information, all as more particularly described in Exhibit A to this Agreement. Assets shall not include the Excluded Assets.

(e) "Assignment and Bill of Sale" means an Assignment and Bill of Sale in the form attached to this Agreement as Exhibit D.

(f) "Assumed Liabilities" means the obligations and liabilities described in Section 7.1 of this Agreement.

(g) "Assumption Agreement" means the agreement in the form attached as Exhibit G to this Agreement.

(h) "Authority" means the South Dakota Science and Technology Authority.

(i) "Authority Personnel" means all directors, officers, employees, agents and consultants of the Authority.

(j) "Authorized Entrant" means a representative of a Governmental Authority who is authorized to enter the Underground Property pursuant to law without authorization by or the consent of the Authority

(k) "Barrick" means Barrick Gold Corporation.

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- (l) "Closing" means closing of the transactions contemplated by this Agreement.
- (m) "Closing Date" means the date on which Closing occurs.
- (n) "Closure Fund" means a cash fund established by the Authority to which the Authority will make a contribution of \$800,000 prior to Closing and to which Homestake will make a contribution of \$200,000 at Closing, the sole purpose of which is to fund closure, reclamation, restoration, remediation and subsequent monitoring of the Assets by the Authority as required by any Governmental Authority pursuant to any Environmental, Health and Safety Law.
- (o) "Contractor" means a Person that contracts with the State, the Authority or a Project Sponsor, as applicable, to perform work in connection with the Assets or a Project and any other Person that contracts with such Contractor, including without limitation direct and indirect subcontractors of such Contractor.
- (p) "Contractor Personnel" means all directors, officers, employees, agents and consultants of a Contractor.
- (q) "Data and Other Information" means existing geological or geophysical surveys, data and reports, maps, surveys, land records, drill cores and assays, and engineering and operational data related to the past operation of the Assets as generally described in Part 5 of Exhibit A to this Agreement and which includes all such materials previously made available by Homestake for use by the Authority prior to the Effective Date.
- (r) "Deed" means a quitclaim deed in the form attached to this Agreement as Exhibit C.
- (s) "Deep Laboratory Project" means a project for conducting Permitted Uses that will be situated substantially below the 4850 level of the underground workings contained within the Underground Property, support for which will involve use of the Surface Property and the other Assets.
- (t) "Dollars" or "\$" means United States currency.
- (u) "Easements" means the easements described in Part 1 of Exhibit B for access to the various facilities and operations of the Authority at the Homestake Mine on land owned by Homestake that is not being transferred to the Authority and the easements described in Part 2 of Exhibit B that are to be reserved by Homestake for access to the various facilities and operations of Homestake at the Homestake Mine on the Surface Property or the Underground Property.
- (v) "Effective Date" is that date found in the preamble to this Agreement.
- (w) "Environmental, Health and Safety Law(s)" means the applicable federal, state and local environmental laws, regulations, ordinances, and rules, and the common

law, relating to the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to pollution or protection of the environment (including without limitation ambient air, surface water, groundwater, wetlands, natural resources, land surface or subsurface strata), as the same may be amended or modified, including without limitation the following statutes: Federal Solid Waste Act as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, et seq., Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., Federal Clean Air Act, 42 U.S.C. §7401, et seq., Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. §1251, et seq., Federal Hazardous Materials Transportation Act, 48 U.S.C. § 1801, et seq., Federal Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Federal Safe Drinking Water Act, 42 U.S.C. §300f, et seq., and analogous state and local regulations. Environmental, Health and Safety Laws shall also include any applicable laws, regulations, ordinances, and rules related to the use or operation of the Assets or the permitting of or closure, reclamation, remediation and monitoring of the Assets by the South Dakota Department of Environment and Natural Resources and all laws, regulations, ordinances, and rules related to the health and safety of the public, workers and other personnel using the Assets, including any laws, regulations, ordinances, and rules of or applicable to OSHA, MSHA or any state agency with similar jurisdiction.

(x) "Environmental Permit" means any applicable federal, state or local permits, licenses, approvals, consents or authorizations required by any Governmental Authority under or in connection with any Environmental, Health and Safety Law and includes any and all orders, consent orders or binding agreements issued or entered into by any Governmental Authority under any applicable Environmental, Health and Safety Law.

(y) "Environmental Risk Insurance" means a policy of insurance, underwritten by a reputable insurer with a security rating from A. M. Best of not less than A-VII, or another insurer approved in writing by Homestake in its sole discretion, that provides coverage for remediation and reclamation, bodily injury, property damage, contractual liability and defense costs arising out of or related to: (i) risks associated with on-site and off-site cleanup costs, bodily injury and property damage claims relating to pre-existing and new environmental conditions, (ii) risks associated with past or future violations of Environmental, Health and Safety Laws, and (iii) risks arising out of the Authority's ownership of the Assets and the use, operation, reclamation, closure or remediation of the Assets by, as applicable, the State, the Authority, and its or their Representatives or by anyone else. Such insurance shall specifically include contractual liability coverage (including, in particular, coverage applicable to the contractual indemnifications given by the State and the Authority to the Homestake Indemnified Parties in this Agreement) and provide coverage for legal defense expenses paid or incurred concerning any claim potentially covered under such insurance. The Environmental Risk Insurance will contain no special limitations on the scope of coverage provided to the Homestake Indemnified Parties. The Environmental Risk Insurance need not cover any risks identified as Excluded Liabilities.

(z) "Equipment" means those items of machinery and equipment generally described in Part 4 of Exhibit A to this Agreement.

(aa) "Excluded Assets" means those items, or types of items, generally described in Part 6 of Exhibit A that might be on the Surface Property as of the Effective Date or as of the Closing Date but which are not included within the Assets to be transferred to the Authority, including all trade names, trademarks, service marks or logos owned by Homestake except as authorized by Homestake in writing at the Closing and including those items donated to the Adams Museum by Deed of Gift dated May 24, 2005.

(bb) "Excluded Liabilities" means the obligations and liabilities described in Section 7.2 of this Agreement.

(cc) "General Fund" means the bank accounts and other investments in which the Authority is authorized to invest its funds pursuant to applicable law and the grant funds available to the Authority under Grant No. B-02-NI-SD-SD0005 dated June 25, 2003.

(dd) "General Liability Insurance" means a policy of Commercial General Liability Insurance, underwritten by a reputable insurer with a security rating from A. M. Best of not less than A-VII, or another insurer approved in writing by Homestake in its sole discretion, that provides coverage for premises and operations liability, personal injury, broad form property damage, broad form blanket contractual liability coverage (including, in particular, coverage applicable to the contractual indemnifications given by the State and the Authority to the Homestake Indemnified Parties in this Agreement), products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available, a standard separation of insureds provision, and coverage for punitive damages to the extent normally available and enforceable under South Dakota law. The General Liability Insurance shall cover and extend to the Authority's ownership of the Assets and the use and operation of the Assets by, as applicable, the State, the Authority, and its or their Representatives or by anyone else, and shall insure, among other claims, all claims for personal injury, including death, and property damage. The General Liability Insurance need not cover any risks identified as Excluded Liabilities.

(ee) "Governmental Authority" means any federal, state, local or other governmental authority, agency or regulatory body, including without limitation any commission, court, tribunal or panel having jurisdiction over the matter at issue.

(ff) "Grant of Easements" means an instrument in the form attached to this Agreement as Exhibit E by which the Easements described in Part 1 of Exhibit B will be transferred to the Authority.

(gg) "Homestake" means Homestake Mining Company of California.

(hh) "Homestake Indemnified Parties" means Barrick, Homestake and the Affiliates of Barrick and Homestake, and each of its and their Representatives.

(ii) "Improvements and Fixtures" means those above ground or underground buildings, improvements, structures and fixtures located on the Surface Property or in the Underground Property as of the Closing Date, if any, including without limitation, hoists, tramways, rails, underground passageways, tunnels, drifts and chambers, buildings, landscaping, parking lots and structures, roads, drainage structures and all above ground and below ground utility structures and systems, equipment systems, and other infrastructure.

(jj) "Immunity Statute" means Senate Bill 215 as enacted by the Legislature of the State of South Dakota in its 79th Legislative Session and codified as SDCL 1-16H-43.

(kk) "Indemnified Party" means one of the Homestake Indemnified Parties or the State Indemnified Parties that either believes it is entitled to indemnification under this Agreement or who is determined to be entitled to indemnification by agreement of the Parties or an order of a court.

(ll) "Indemnification Fund" means a cash fund established by the Authority, the sole purpose of which is to fund the obligation of the Authority to indemnify Homestake Indemnified Parties pursuant to the indemnification requirements of this Agreement.

(mm) "Indemnification Statute" means Senate Bill 214 as enacted by the Legislature of the State of South Dakota in its 79th Legislative Session and codified as SDCL 5-24-17 to 5-24-20, inclusive.

(nn) "Indemnifying Party" means a Party that is required to indemnify another Party under the terms of this Agreement.

(oo) "Interim Laboratory Project" means a project for conducting Permitted Uses that will be situated approximately on the 4850 level of the underground workings contained within the Underground Property, support for which will involve use of the Surface Property and the other Assets.

(pp) "Lien" means, with respect to any component of the Assets, any mortgage, lien, pledge, charge, or security interest securing a payment obligation of Homestake to any Person.

(qq) "Loss" or "Losses" means any and all actual losses, liabilities, costs, damages, investigative, remedial and monitoring costs, penalties and expenses (including without limitation reasonable attorneys' fees and expenses and litigation costs and environmental consultant fees and including any claim for natural resource damages), and any legal or other expenses reasonably incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, but not including consequential damages, lost profits or business opportunities, indirect losses, liabilities, damages or expenses incurred due to the interruption of the indemnitee's business, or punitive damages, except where such damages are incurred by or awarded to a third party making a claim against an indemnitee.

(rr) "Material Adverse Change" means a change that has, or would reasonably be expected to, materially and adversely affect the utility of the Assets for use in the Interim Laboratory Project or the Deep Laboratory Project.

(ss) "Materials of Environmental Concern" means any toxic or hazardous waste, pollutants or substances, including without limitation, substances defined or listed as a pollutant, air pollutant, "hazardous substance", "toxic substance", "toxic pollutants", "medical waste" or similarly identified substance or mixture, in or pursuant to any Environmental, Health and Safety Law.

(tt) "Mine" means the Homestake Mine located in Lawrence County, South Dakota.

(uu) "MSHA" means the U.S. Mine Safety and Health Administration.

(vv) "No. 5 Shaft" means the shaft located on the No. 5 Shaft Parcel.

(ww) "No. 5 Shaft Parcel" means the parcel of land more particularly described in Part 1 of Exhibit A.

(xx) "OSHA" means the U.S. Occupational Safety and Health Administration.

(yy) "Party" means any of Homestake, the State or the Authority and "Parties" means all of Homestake, the State and the Authority.

(zz) "Permitted Liens" means (i) Liens for Taxes or governmental assessments, charges or claims the payment of which is not yet due, or for Taxes the validity of which are being contested in good faith by appropriate proceedings; and (ii) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other similar persons imposed by applicable law and incurred in the ordinary course of business for sums not yet delinquent or which are being contested in good faith.

(aaa) "Permitted Use(s)" means use of the Assets for the purposes authorized for the Authority as of the Effective Date by South Dakota Laws 2004, Chapter 15, Section 2 (codified at SDCL 1-16H-2), which is "to foster and facilitate scientific and technological investigation, experimentation and development." Permitted Uses shall include those uses described in paragraph (a) of Section 6.4 of this Agreement but shall specifically exclude those uses described in paragraphs (b) and (c) of Section 6.4 of this Agreement.

(bbb) "Person" means and includes an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a government or any body corporate and politic, department, agency or instrumentality thereof.

(ccc) "Personnel" means any or all of Authority Personnel, Contractor Personnel or Project Personnel, depending upon the context in which it is used.

(ddd) "Project" means a Permitted Use undertaken using any of the Assets by a Person other than the Authority.

(eee) "Project Personnel" means all directors, officers, employees, agents, consultants, instructors and students of a Project Sponsor.

(fff) "Project Sponsor" means a Person that enters into an agreement with the Authority to use any of the Assets for a Project.

(ggg) "Representative" means, (i) with respect to the State, any Contractor, Contractor Personnel, Visitor or any other Person that the State or its Representatives invites on, allows or authorizes to use the Assets, and its or their agents, representatives, consultants, lessees, licensees and invitees; provided, however, that for purposes of this definition, neither the Authority nor its Representatives nor any Authorized Entrant will be deemed to be a Representative of the State; (ii) with respect to the Authority, any Authority Personnel, Contractor, Contractor Personnel, Project Sponsor, Project Personnel, Visitor or any other Person that the Authority or its Representatives invites on, allows or authorizes to use the Assets, and its or their agents, representatives, consultants, lessees, licensees and invitees; (iii) with respect to any Contractor or any Project Sponsor, its Personnel, its Visitors or any other Person that the Contractor or Project Sponsor or its or their Representatives, as applicable, invites on, allows or authorizes to use the Assets, and its or their agents, representatives, consultants, lessees, licensees and invitees; and, (iv) with respect to Homestake, any Visitor, contractor, director, officer, employee, agent, or consultant or any other Person that Homestake or its Representatives invites on, allows or authorizes to use the Assets, and its or their agents, representatives, consultants, lessees, licensees and invitees.

(hhh) "Restricted Zone" means that portion of the Underground Property described in Part 7 of Exhibit A in which the operations and activities of the Authority are limited as provided in paragraph (c) of Section 6.4.

(iii) "Shared Use Agreement" means the agreement between Homestake and the Authority for shared use of certain of the Assets under the terms and conditions of the Shared Use Agreement attached to this Agreement as Exhibit F.

(i) "State" means the State of South Dakota, but does not include any agency or instrumentality of the State of South Dakota that acts as a Project Sponsor.

(jjj) "State Indemnified Parties" means the State and the Authority and its or their officials, officers, directors, agents, consultants and employees.

(kkk) "Surface Property" means all of Homestake's right, title and interest, as it may exist, in and to the surface estate in the property described in Part 1 of Exhibit A to this Agreement.

(lll) "Tax" or "Taxes" means all federal, state or local taxes including without limitation any net or gross income, gross receipts, net proceeds, goods and services, sales, harmonized sales, use, ad valorem, value added, transfer, franchise, recapture,

withholding, payroll, employment, social security, health, unemployment, excise, property, severance, alternative or add-on minimum or environmental taxes, assessments, duties, fees, levies or other governmental charges, whether disputed or not, together with any interest, penalties, additions to tax or additional amounts with respect thereto.

(mmm) "Underground Property" means all of Homestake's right, title and interest, as it may exist, in and to the subsurface estate and the mineral estate in the property described in Part 2 of Exhibit A to this Agreement, which shall include all of Homestake's right, title and interest, as it may exist, in the subsurface estate and mineral estate underlying the Surface Property.

(nnn) "Useable Assets" means all of the Surface Property and that portion of the Underground Property described generally as lying between the Yates Shaft and the Ross Shaft and extending down to the 5300 level, as depicted on Exhibit H.

(ooo) "Visitor" means a natural person who enters upon or into the Surface Property or the Underground Property at the invitation or with the approval of the State, the Authority, a Project Sponsor, a Contractor, or its or their Representatives solely for the purposes of observation. The term "Visitor" does not include Homestake Representatives, Authority Personnel, Contractor Personnel, or Project Personnel.

1.2 Knowledge. As used in this Agreement, references to the "Knowledge" of any entity shall mean the actual knowledge of the current executive officers and senior employees of such entity responsible for the area of operations to which such officers' and employees' knowledge relates.

ARTICLE 2 REPRESENTATIONS OF HOMESTAKE

2.1 Organization; Good Standing. Homestake represents that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and under the laws of the State of South Dakota and that it has the corporate power to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

2.2 No Conflict with Other Instruments or Agreements. Homestake represents that neither the execution, delivery or performance of this Agreement by it, nor the consummation of the transactions contemplated by this Agreement by it, will:

(a) violate any provision of its organizational documents, or any law, rule, regulation, order, judgment or decree by which it may be bound; or

(b) conflict with, result in a breach of the terms and conditions of, or constitute a default under, any agreement to which it is a party or by which it is bound.

2.3 Authorization; Binding Effect. Homestake represents that:

(a) It has the corporate power, including all necessary authorization in respect of corporate action on the part of it, to execute, deliver and fulfill the provisions of this

Agreement applicable to it, and this Agreement constitutes a legal, valid and binding agreement of it enforceable against it in accordance with the terms applicable to it, except as enforcement may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and rules and laws concerning equitable remedies.

(b) To its Knowledge, no independent investigation having been made for purposes of this Agreement, no consent, authorization, or approval of, or exemption by, or filing with, any Governmental Authority or third party is required in connection with the execution, delivery and performance of the applicable provisions of this Agreement by it or of any of the instruments or agreements herein referred to, or the taking of any action herein contemplated to be taken by it, except where the failure to obtain or make any such consent, authorization, approval, exemption or filing would not, individually or in the aggregate, reasonably be expected to cause a Material Adverse Change.

2.4 Litigation and Investigations. Homestake represents that it has not received any written notice indicating that any litigation, action, investigation or proceeding is pending against the Assets that is currently outstanding; nor has it received any written notice from any Governmental Authority or third party threatening to institute same.

2.5 Title to Real Property. Homestake represents that, to its Knowledge, no independent investigation having been made for purposes of this Agreement, the Assets are free and clear of any Liens except for Permitted Liens.

2.6 No Other Representations or Warranties. Except as otherwise expressly set forth in this Agreement, neither Homestake nor any of its Affiliates or its or their Representatives has made or hereby makes any representations or warranties of merchantability or fitness for a particular purpose, or any express or implied warranties, guarantees, promises, statements, inducements, representations, or information pertaining to the Assets or any part thereof. Without limiting the foregoing, except as expressly set forth in this Agreement, the State and the Authority agree that neither Homestake nor any of its Affiliates or its or their Representatives, is liable for or bound by any oral or written statements, representations, or any other information respecting any portion of the Assets furnished by Homestake or any of its Affiliates or its or their Representatives.

2.7 No Warranty of Probable Success or Condition of Assets. Homestake makes no representation or warranty regarding the suitability of the Assets for use in connection with the Interim Laboratory Project or the Deep Laboratory Project or any of the Permitted Uses or the probable success of the State or the Authority, as applicable, in the use or operation of the Assets for such purposes or any other purposes after the Closing. Homestake makes no representation or warranty as to the condition or suitability for any particular purpose of any of the Assets, individually or collectively, all of which are being transferred on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.

ARTICLE 3

REPRESENTATIONS OF THE STATE AND THE AUTHORITY

3.1 Organization; Good Standing. In the case of the Authority, it represents that is a duly organized body corporate and politic, validly existing and in good standing under the laws of the State of South Dakota and each of the State and the Authority represents that it has all requisite power and authority to execute, deliver and perform this Agreement.

3.2 No Conflict with Other Instruments or Agreements. Each of the State and the Authority represents for itself that neither the execution, delivery or performance of this Agreement by it, nor the consummation of transactions contemplated by this Agreement by it, will:

(a) in the case of the Authority, violate any provision of its organizational documents or, in the case of both the State and the Authority, violate any provision of any constitutional documents, or any law, rule, regulation, order, judgment or decree by which it may be bound; or

(b) conflict with, result in a breach of the terms and conditions of, or constitute a default under, any agreement to which it is a party or by which it may be bound.

3.3 Authorization; Binding Effect. Each of the State and the Authority represents for itself that:

(a) It has all requisite power and authority to execute, deliver and fulfill the provisions of this Agreement applicable to it, and this Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its applicable terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and rules and laws concerning equitable remedies.

(b) To its Knowledge, no independent investigation having been made for purposes of this Agreement, no consent, authorization, or approval of, or exemption by, or filing with, any Governmental Authority or third party is required in connection with the execution, delivery and performance by it of this Agreement or of any of the instruments or agreements herein referred to, or the taking of any action herein contemplated to be taken by it, except where the failure to obtain or make any such consent, authorization, approval, exemption or filing would not, individually or in the aggregate, reasonably be expected to cause a Material Adverse Change.

3.4 Diligence.

(a) Notwithstanding the representations and warranties set forth in Article 2, except with respect to the Underground Property, each of the State and the Authority represents and warrants for itself that, prior to the Effective Date and as of the Closing Date, Homestake has provided to the State and the Authority such access to the Assets and to other information in Homestake's possession as has been requested by the State

and the Authority. With respect to the Underground Property, Homestake has made available to the State and the Authority all information in its possession and the State and the Authority have had access to present or past Homestake personnel who have knowledge with respect to the Underground Property and the State and the Authority have had access to State agencies that have conducted inspections of the Underground Property. Notwithstanding the limitations with respect to access to the Underground Property, each of the State and the Authority represents and warrants for itself that it has conducted such due diligence as it deems necessary or appropriate concerning the Assets and, in particular, the Underground Property and the information provided, and that each of the State and the Authority have entered into this Agreement and will complete the transactions contemplated by this Agreement on the basis of its own diligence including, without limitation, acceptance of the Assets including, in particular, the Underground Property and approval of the donation of the Assets including, in particular, the Underground Property, as required by the Immunity Statute and the Indemnity Statute. Each of the State and the Authority further agrees that it will not assert that the lack of access to the Underground Property provides any legal or equitable basis to challenge or oppose the validity or enforceability of this Agreement.

(b) As described in more detail in the Agreement in Principle, each of the State and the Authority acknowledges that the Assets have been used historically for mining, processing and related activities and that none of the Assets were obtained or constructed for purposes associated with the intended use by the Authority and that all of the Assets were obtained or constructed for use by persons professionally employed in mining, processing or related industries and who understood and accepted the risks attendant with such activities. Each of the State and the Authority represents that, in entering into this Agreement, it is relying on its own economic, feasibility, environmental, safety and financial analyses of the Assets and other information and its plans with respect to the Assets and their suitability for its purposes. Each further represents that it has no Knowledge that any of the representations or warranties given or made by Homestake in this Agreement are inaccurate or incomplete and that it accepts transfer of the Assets including, in particular, the Underground Property, on an "AS IS, WHERE IS, WITH ALL FAULTS" basis and that neither Homestake nor any of its Affiliates or its or their Representatives has made any other representation or warranty, express or implied with respect to this Agreement or the Assets including, in particular, any representation or warranty that the Assets are suitable for any particular purpose.

ARTICLE 4 INTERIM PERIOD

4.1 Access. In addition to the rights granted to the Authority under the Shared Use Agreement, between the Effective Date and the Closing Date, Homestake shall provide to the State, the Authority, and their respective Representatives, reasonable access to the Assets, except for physical access to the Underground Property, during normal business hours. This right shall be exercised at the sole risk and expense of the State, the Authority, and their respective Representatives, and may be exercised by the State or the Authority (i) at any reasonable time, upon reasonable advance notice, (ii) in a manner that does not interfere with the operations of

Homestake; (iii) subject to all applicable safety rules and procedures of Homestake; and (iv) subject to the obligations of confidentiality under Section 11.1.

4.2 Activities by Homestake.

(a) Except as otherwise provided in this Agreement or the Shared Use Agreement, or as otherwise consented to by the Authority, Homestake shall use reasonable efforts to maintain the Assets in the ordinary course consistent with past practice (except as otherwise provided herein or for events beyond Homestake's reasonable control) and shall not sell, lease, mortgage or otherwise voluntarily transfer any interest in the Assets to any Person.

(b) Homestake shall not, without the prior written consent or at the written request of the Authority, demolish, remove, alter, enlarge or dispose of any of the Assets other than in the ordinary course consistent with past practice.

(c) Homestake shall not enter into any contract, agreement or other arrangement to do or engage in any of the foregoing.

(d) Homestake will assemble such documents as are currently in its control, and consult with the Authority, with respect to past and current insurance coverage and the recent accident and claims history at the Homestake Mine. Any documents provided to the Authority by Homestake and the results of such consultation shall be Assets for all purposes of this Agreement and shall be subject to the provisions of Section 3.4 of this Agreement.

4.3 Activities by the Authority.

(a) The Authority shall promptly complete any further diligence that it desires.

(b) The Authority may make such uses of the Assets as provided in the Shared Use Agreement.

(c) The Authority shall commence and diligently pursue efforts to obtain the Environmental Risk Insurance, or a binding commitment for same, in the initial amount of \$5,000,000, and shall commence and diligently pursue efforts to obtain the General Liability Insurance, or a binding commitment for same, in the initial amount of \$5,000,000.

(d) The Authority shall establish segregated accounts for the General Fund, the Closure Fund and the Indemnification Fund and shall adopt policies and procedures, reasonably acceptable to Homestake, to insure that the funds are managed and used solely for the purposes set out in this Agreement.

(e) The Authority shall at all times keep Homestake advised as to the progress of its efforts with respect to paragraphs (a), (b) and (c) above.

4.4 Work Diligently Towards Closing. The Parties shall each use their reasonable best efforts to work diligently and cooperatively to make all filings and notifications, including all necessary governmental approvals and filings, so that the transactions contemplated by this Agreement can be achieved on the scheduled Closing Date.

4.5 Prompt Notification.

(a) Except as prohibited by applicable law, each of the Authority and Homestake shall promptly inform the other of any material communication it makes to or receives from any Governmental Authority regarding the transactions contemplated by this Agreement; provided, however, that the Authority need not inform Homestake of communications between the Authority and the Offices of the Governor or the Attorney General of South Dakota.

(b) Each Party shall promptly inform the other Parties of any event or change that might alter that Party's representations, warranties, covenants or agreements or of any circumstance or event reasonably likely to cause any of such representations, warranties, covenants or agreements to be changed or that might constitute a Material Adverse Change or that might result in a delay in, or possible prevention of, Closing.

4.6 Applicability of Article. Except as the content otherwise plainly requires, the terms, covenants and conditions of this Article 4 shall only apply during the period from the actual execution of this Agreement to the Closing Date.

ARTICLE 5 CLOSING

5.1 Place and Date of Closing. Closing shall take place in Spearfish, South Dakota, at the offices of Lawrence Title Company, beginning at 8:00 a.m. local time on May 12, 2006. If any of the conditions to Closing set forth in Section 5.2 or Section 5.3 have not been satisfied or waived by the Parties on or prior to such date, the Closing shall take place on the fifth business day following the satisfaction or waiver of such conditions. All transactions contemplated by this Agreement shall be deemed to be effective as of midnight on the day preceding the Closing Date.

5.2 Conditions to the State's and the Authority's Obligation. The obligation of the State and the Authority, as applicable, to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions:

(a) All of the representations and warranties of Homestake contained in Article 2 shall be true, complete and correct on and as of the Closing Date as if made on the Closing Date;

(b) No injunction restraining or prohibiting the transactions contemplated hereby shall have been issued by any Governmental Authority;

(c) Homestake can demonstrate that it is prepared to deliver to the Authority the documents described in Section 5.4 of this Agreement;

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(d) No Material Adverse Change shall have occurred with respect to the Assets between the date of this Agreement and the Closing Date; and

(e) All consents, approvals and actions of, filings with and notices to any Governmental Authority or third party necessary to permit the State and the Authority to perform their Closing obligations under this Agreement, and to consummate the transfer of the Assets to the Authority shall have been duly obtained, made or given and shall be in full force and effect.

5.3 Conditions to Homestake's Obligation. The obligation of Homestake to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions:

(a) All of the representations and warranties of the State and the Authority contained in Article 3 shall be true, complete and correct on and as of the Closing Date as if made on the Closing Date;

(b) No injunction restraining or prohibiting the transactions contemplated hereby shall have been issued by any Governmental Authority;

(c) The State and the Authority, as applicable, can demonstrate that they are prepared to deliver to Homestake the documents required to be delivered pursuant to Section 5.5 of this Agreement;

(d) The Authority will have demonstrated, to Homestake's reasonable satisfaction, that

(i) the Authority has obtained or is continuing its efforts to obtain the Environmental Risk Insurance in the amount and on the terms and conditions required by this Agreement;

(ii) the Authority has obtained or is continuing its efforts to obtain the General Liability Insurance in the amount and on the terms and conditions required by this Agreement;

(iii) the Indemnification Fund has been established and funded in accordance with the provisions of this Agreement;

(iv) the Closure Fund has been established and funded in accordance with the provisions of this Agreement; and

(v) the General Fund has a balance of at least \$44,000,000, reduced only to the extent necessary to establish the Closure Fund and the Indemnification Fund and to obtain the Environmental Risk Insurance and the General Liability Insurance.

(e) All consents, approvals and actions of, filings with and notices to any Governmental Authority or third party necessary to permit Homestake to perform its

Closing obligations under this Agreement, and to consummate the transfer of the Assets to the Authority shall have been duly obtained, made or given and shall be in full force and effect.

5.4 Homestake Deliverables at Closing. At the Closing:

(a) Homestake will deliver to the State and the Authority a certificate of a duly authorized officer of Homestake confirming that, as at the Closing Date, all of the representations and warranties of Homestake contained herein are true, complete and correct, as if made on such date, and that Homestake has performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by Homestake at or prior to Closing.

(b) Homestake will donate the Assets to the Authority by executing and delivering to the Authority the Deed, the Grant of Easements, the Assignment and Bill of Sale, the Assumption Agreement and the Shared Use Agreement.

(c) Homestake will deliver \$200,000 to the Authority for deposit into the Closure Fund.

(d) Homestake will deliver to the Authority a letter authorizing, to the extent Homestake legally is entitled to make such authorization (and with no representation or warranty of any kind in that regard), the Authority to use on a nonexclusive basis the name "Homestake" in connection with the Interim Laboratory Project and the Deep Laboratory Project.

5.5 State and Authority Deliverables at Closing. At the Closing:

(a) The State and the Authority shall deliver to Homestake a certificate of a duly authorized officer of the State and the Authority confirming that, as at the Closing Date, all of the representations and warranties of the State and the Authority contained herein are true, complete and correct, as if made on such date, and that the State and the Authority have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the State and the Authority at or prior to the Closing;

(b) The Authority will accept the donation of the Assets to the Authority by executing and delivering to Homestake countersigned originals of the Deed, the Easements, the Assignment and Bill of Sale, the Assumption Agreement and the Shared Use Agreement.

(c) The Authority will deliver evidence of the existence of the Environmental Risk Insurance and the General Liability Insurance, or evidence of its continuing efforts to obtain such insurance;

(d) The Authority will deliver evidence of the existence of the Closure Fund, the Indemnification Fund and the General Fund and that such funds comply with the requirements of this Agreement.

(e) The Authority will deliver a certificate affirmatively accepting the donation of the Assets to it.

(f) The State will deliver a certificate, executed by the Governor, approving of the acceptance of the Assets by the Authority and affirming that the donation of the Assets to the Authority is for a public use or benefit and that the indemnifications contained in this Agreement are in the best interests of the State.

ARTICLE 6 POST CLOSING PERIOD

6.1 Strict Compliance and Diligent Performance. The State and the Authority acknowledge that Homestake's willingness to donate portions of the Homestake Mine to the Authority at no cost is primarily premised on, among other things, the Authority securing and maintaining adequate funding to insure safe and sustainable operation of the Assets, and the State and the Authority agreeing to protect Homestake and the Homestake Indemnified Parties from certain existing and all future liabilities that might result from the ownership of the Assets by the Authority and the use and operation of the Assets by the State and the Authority and its and their Representatives, as applicable, for their benefit and purposes. Each of the State and the Authority represents and warrants that it will strictly and timely comply with each of its obligations under this Agreement including, in particular, its obligations under this Article 6, so as to provide Homestake and the Homestake Indemnified Parties with the maximum benefit and protection afforded by the covenants, conditions and obligations running in favor of Homestake and the Homestake Indemnified Parties under this Agreement.

6.2 Post-Closing Cooperation.

(a) Subject to the terms and conditions of this Agreement, at any time or from time to time after Closing, at any Party's request and without further consideration, the other Parties shall execute and deliver to such Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such Party may reasonably deem necessary or desirable in order more effectively (i) to transfer, convey and assign to the Authority, and to confirm the Authority's title to, the Assets and to evidence the assignment of the obligations associated with the Assets; (ii) to the full extent permitted by law, to put the Authority in actual possession of the Assets and to assist the Authority in exercising all rights associated with the Assets; (iii) otherwise to consummate the transfer of the Assets to the Authority and (iv) to prepare and file any notices, tax returns or other filings considered necessary by a Party including, without limitation, evidence of the donation of the Assets to the Authority.

(b) If requested by Homestake, the Authority will meet and cooperate with Homestake and any Governmental Authority continuing to have jurisdiction over Homestake with respect to any of the Assets, including any Governmental Authority with jurisdiction over Homestake's compliance with Environmental, Health and Safety Laws at the Homestake Mine. Cooperation by the Authority shall not be deemed to be an endorsement or approval of any position taken by Homestake with such Governmental

Authority with respect to Homestake's compliance with such Environmental, Health and Safety Laws.

6.3 Post-Closing Access. Following the Closing,

(a) Except as prohibited by applicable law, each Party shall afford the other Parties, their consultants, counsel and other representatives, during normal business hours, reasonable access to the books, records and other data relating to the Assets in its possession and the right to make copies and extracts from such books, records and data, to the extent that such access may be reasonably required by the requesting Party in connection with (i) the determination or enforcement of rights and obligations under this Agreement; (ii) compliance with the requirements of any Governmental Authority; (iii) the determination or enforcement of the rights and obligations of the State Indemnified Parties or the Homestake Indemnified Parties; or (iv) in connection with any actual or threatened action or proceeding. Except as otherwise required by law, all data and other information made available to Homestake or the Authority pursuant to this right shall be subject to the obligations of confidentiality under Section 11.1.

(b) In addition to the rights set out in paragraph (a) of this Section, and except as otherwise prohibited by law, Homestake shall have the right, at its sole risk and expense, to enter upon all or any portion of the Surface Property and the Underground Property at all reasonable times for inspection and observation of the Authority's operations and activities on such properties, including those of its Representatives, in order to assure compliance with the covenants made by the Authority with respect to use of such properties under this Agreement. Homestake shall exercise such right so as not to interfere unreasonably with the Authority's Permitted Uses of the Assets. Homestake shall also have the right, at its sole risk and expense, to enter upon all or any portion of the Surface Property and the Underground Property at all reasonable times and to perform any acts with respect to the Assets that Homestake determines in its reasonable discretion to be appropriate to comply with (i) any obligations retained by Homestake under this Agreement, (ii) any obligation of Homestake under any Environmental, Health and Safety Law, or (iii) any lawful order issued by any Governmental Authority to Homestake. Homestake shall use its reasonable best efforts to perform any acts necessary to comply with such requirements in a way that does not interfere unreasonably with the Permitted Uses of the Assets by the Authority or its Representatives.

(c) With regard to exercise of its rights under this Section 6.3, Homestake acknowledges that some Project Sponsors may engage in certain confidential, proprietary research activities, which activities may include the establishment of facilities with restricted access and/or may result in the generation of trade secrets, confidential commercial or financial information and other confidential information. Homestake agrees that, in order to access the Project or related proprietary information of a Project Sponsor, Homestake may be required to enter into a Nondisclosure Agreement with such Project Sponsor.

(d) The Parties acknowledge that the U.S. Government or its contractors may conduct classified research in or on the Laboratory Property as Project Sponsors. The

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Parties further understand and agree that any access that they may desire to classified facilities or classified information will be subject to applicable regulations for the handling of classified information, including the National Industrial Security Program Operating Manual.

6.4 Operations by the Authority.

(a) It shall be a condition of the continued ownership, use and occupancy of the Assets by the Authority and its Representatives that, and the Authority covenants that, the Authority and its Representatives shall use the Assets solely for Permitted Uses and supporting activities in connection with the development and operation of the Interim Laboratory Project and the Deep Laboratory Project and other projects associated with or similar to either the Interim Laboratory Project or the Deep Laboratory Project and the closure, reclamation, restoration and remediation of the Assets. Permitted Uses shall include, without limitation,

(i) construction, alteration and improvement of the Interim Laboratory or the Deep Laboratory, whether through expansion of existing underground workings or the excavation of new underground spaces;

(ii) rehabilitation and maintenance of hoists, hoist buildings, vent facilities, secondary access, shafts, tunnels, adits and other workings to facilitate Permitted Uses; provided, however that any rehabilitation of the No. 5 Shaft shall be conducted solely from underground;

(iii) construction or conversion of buildings and other improvements to offices, dormitories, research laboratories, dining areas, classrooms or similar facilities common to those found on a campus of an institution of higher education;

(iv) mining, drilling, exploration for or extraction of earth or minerals on the Surface Property or in the Underground Property, the purpose of which is solely for the analysis of the geophysical or geochemical characteristics of such property, or in connection with construction or expansion of underground chambers for Permitted Uses, but not including the processing or sale of ores;

(v) the sale or other disposal of waste rock for use as gravel, fill or other, similar uses, but only if such waste rock is the byproduct of an otherwise Permitted Use, and not including the processing or sale of ores or mineral products for any other purpose;

(vi) road construction and maintenance, and installation, maintenance and improvement of utilities needed for the Interim Laboratory or the Deep Laboratory or other Permitted Uses; and

(vii) research and development activities consistent with the definition of Permitted Uses.

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(b) It shall be a condition of the continued ownership, use and occupancy of the Assets by the Authority and its Representatives that, and the Authority covenants that, the Authority and its Representatives shall not use any of the Assets, or permit the use of any of the Assets by any Person, for activities other than Permitted Uses, such prohibited activities to include, without limitation:

(i) mining, drilling, exploration for or extraction of minerals on the Surface Property or in the Underground Property, the purpose of which is to define ore for commercial purposes or to conduct commercial mining or processing operations;

(ii) processing ores, minerals, dumps, tails or other mineral products using the Surface Property or the Underground Property or storage or disposal of waste rock or other materials on the Surface Property or in the Underground Property except for waste rock extracted from the Underground Property in connection with a Permitted Use;

(iii) storage, dumping or other disposal of Materials of Environmental Concern except for the storage of such materials in connection with a Permitted Use;

(iv) subdivision of any of the Assets which are real property;

(v) any commercial or industrial use or activity not directly related to operation of the Interim Laboratory Project or the Deep Laboratory Project or other Permitted Uses; or

(vi) any residential or housing use not related to housing students, researchers or other persons engaged in operation of the Interim Laboratory Project or the Deep Laboratory Project or other Permitted Uses.

If requested by the Authority, Homestake will advise the Authority within 30 days of receiving a request whether Homestake believes that a use proposed by the Authority is a Permitted Use. If Homestake advises the Authority that it believes a use proposed by the Authority is not a Permitted Use, the sole remedy available to the Authority shall be to seek a judicial determination that such use is a Permitted Use and Homestake shall have no liability to the Authority for any damages that the Authority may suffer as a result of Homestake's response. No Party will have any liability to the other with respect to any costs or expenses, including attorneys' fees, associated with such a judicial determination

(c) In addition to the general restrictions contained in paragraph (b) of this Section, it shall be a condition of the continued ownership, use and occupancy of the Assets by the Authority that, and the Authority covenants that, it shall not undertake nor authorize nor permit any physical activities including, in particular, drilling, excavation, blasting or any other physically destabilizing activity, within the Restricted Zone without the prior written consent of Homestake, which consent may be withheld by Homestake for any reason or for no reason.

(d) For purposes of the indemnities provided by the State and the Authority to the Homestake Indemnified Parties, the State and the Authority agree that each Person authorized or permitted to use all or any part of the Assets shall be considered to be acting on behalf of the Authority except that for purposes of this provision, in exercising its rights under this Agreement, neither Homestake nor any of its Representatives will be considered to be a Representative of the State or the Authority.

6.5 Ongoing Inspection and Maintenance of the Improvements and Equipment. The Authority covenants that,

(a) prior to initiating any activities using the Underground Property, the Authority will develop and implement inspection and maintenance protocols for all hoists, hoist motors, fans, vents, heaters, chillers, substations, electric transmission wires, cages, cables, shafts, drifts, chambers and other workings of any kind and all other equipment and facilities necessary to provide safe access to and use of the Assets, including, in particular, those related directly to gaining access to and use of the Interim Laboratory and the Deep Laboratory, in conformity with applicable rules, regulations, orders and other requirements of any Governmental Authority;

(b) the inspection and maintenance protocols shall be prepared and updated by employees of the Authority or consultants engaged by the Authority who have documented expertise in development and implementation of such protocols in the environment presented at the Homestake Mine and the historic use of the mine; and

(c) the Authority shall thereafter diligently update and diligently comply with such protocols at all times and shall certify to Homestake annually no later than January 31 of each year that it has so complied with the requirements of this Section 6.5.

6.6 Establishment of the Laboratories. The Authority shall initiate and diligently pursue a program designed to establish the Interim Laboratory and the Deep Laboratory. It shall be a condition of the continued ownership, use and occupancy of the Assets by the Authority that, and the Authority covenants that, within ten years of the Closing Date, the Interim Laboratory or the Deep Laboratory shall have been established and all or substantially all of the Useable Assets shall be being used in substantial activities with respect to such laboratories. For purposes of this Agreement, the Authority shall be deemed to be engaged in substantial activities with respect to such laboratories if one or both of the laboratories are operating on a full time basis (taking into account the standard operating procedures of laboratories of this nature) and Project Sponsors or other proponents of the laboratory projects are in the aggregate providing adequate funding to the Authority to allow the Authority to be self-sustaining.

6.7 Compliance with Permits and Laws by the Authority.

(a) The Authority shall undertake all measures necessary to comply with all applicable federal, state, and local laws and regulations, including, without limitation, laws relating to worker's compensation, mine health and safety, and all Environmental, Health and Safety Laws, and shall apply in a timely manner for all Environmental Permits and other permits, licenses, and approvals necessary for its operations. Prior to

initiating any activities involving the Interim Laboratory Project or the Deep Laboratory Project that utilize the Underground Property, if requested by Homestake, the Authority will provide Homestake with a copy of all Environmental Permits the Authority has identified as being required for access to and operation of such project.

(b) The Authority shall prepare and file all reports or notices required for its operations by permits or otherwise and shall, if requested by Homestake, and unless otherwise prohibited by law, promptly make available to Homestake copies of all permits, applications, notices, inspection reports and other correspondence (including any notice of violation or of potential violation) received from any Governmental Authority related to Environmental, Health and Safety Laws, and all reports, notices and correspondence submitted by the Authority to any Governmental Authority related to Environmental, Health and Safety Laws.

(c) If requested by Homestake, the Authority will meet and consult with Homestake with respect to the necessity for or adequacy of any permit or approval that might be required for the Authority's operations or with respect to any reports, applications, notices, inspection reports or other correspondence received from or submitted to any Governmental Authority. Homestake may, but shall not be required to, comment on any permit, approval, report, notice or correspondence and the failure to provide any comment shall not be deemed to be an approval of any position taken by the Authority with respect to such permit, approval, report, notice or correspondence.

(d) The Authority acknowledges that the Property has been used for mining, milling and related operations for a long period of time and that the Environmental, Health and Safety Laws associated with the long term care, closure, remediation and maintenance of the Property may change over time. The Authority agrees that the obligations assumed by it, including those set out in this Section 6.7, have been assumed with this understanding in mind and that it will comply with the obligations imposed by such laws as such laws may change from time to time.

6.8 Maintenance of the General Fund, the Closure Fund and the Indemnification Fund. It shall be a condition of the continued ownership, use and occupancy of the Assets by the Authority that, and the Authority covenants that:

(a) the Authority will maintain the General Fund and use the fund only for activities related to rehabilitation, development and operation of the Assets for the purposes contemplated by this Agreement, including solicitation of scientific, research and development projects to use the Assets;

(b) the Authority will maintain an unencumbered balance of \$1,000,000 in the Closure Fund, reduced only by any amounts actually spent by the Authority for closure, reclamation, restoration, remediation and subsequent monitoring of the Assets as required by any Governmental Authority pursuant to any Environmental, Health and Safety Law. Interest earned on the principal of the Closure Fund shall remain in and become a part of the Closure Fund. In the event the value of the Closure Fund decreases for any other

reason the Authority shall promptly restore the amount of any decrease to the Closure Fund;

(c) the Authority will maintain an unencumbered balance of \$10,000,000 in the Indemnification Fund, reduced only by any amounts actually spent by the Authority for indemnification of the Homestake Indemnified Parties. In the event the value of the Indemnification Fund decreases for any other reason, the Authority shall promptly restore the amount of any decrease to the Indemnification Fund;

(d) subject to depletion of the corpus of the funds for purposes permitted by this Agreement, the Authority shall cause the Closure Fund and the Indemnification Fund to be maintained for the life of its operations and activities on the Surface Property and the Underground Property and for five years after it has publicly abandoned the Interim Laboratory Project and the Deep Laboratory Project and any other Permitted Uses and has completed closure, reclamation, restoration, remediation and subsequent monitoring of the Assets as required by any Governmental Authority pursuant to any Environmental, Health and Safety Law; and

(e) at any time requested by Homestake but not more than twice per calendar year, the Authority shall provide to Homestake evidence that the General Fund, the Closure Fund and the Indemnification Fund are in full force and effect and that such funds have the minimum balances required by, and are otherwise being managed in accordance with the requirements of, this Section.

6.9 Legislation. Following Closing, it shall be a condition of the continued ownership, use and occupancy of the Assets by the Authority that the Indemnity Statute and the Immunity Statute not be amended in any way that might be materially adverse to Homestake or the Homestake Indemnified Parties and that no part of the Indemnity Statute and the Immunity Statute be declared unconstitutional or unenforceable or be repealed, except as contemplated in such statutes as they exist as of the Effective Date. The Authority covenants not to initiate or support repeal of these statutes or an amendment that would have a material adverse effect on Homestake of the Homestake Indemnified Parties.

6.10 Covenants in Leases and Agreements.

(a) Prior to authorizing any Person, including any Representative of the State or the Authority, to enter the Underground Property, the Authority shall prepare a written agreement, in a form consistent with best industry practices for the underground mining industry and that is reasonably acceptable to Homestake, that includes, among other things, (i) a declaration that the Person has investigated the risks associated with the Surface Property and the Underground Property, (ii) a declaration that the Person has developed an informed understanding of the risks associated with going underground, and (iii) an agreement that the Person will and does release, discharge and agree not to sue any Homestake Indemnified Party from or as a result of any damage or injury to such Person or its property. The Authority covenants that, as a condition of entering the Underground Property, each Person requesting to enter the Underground Property will be

required to execute such written agreement, provided, that an Authorized Entrant will not be required to execute such written agreement.

(b) Prior to authorizing any Contractor or Project Sponsor or its or their Representatives to enter the Underground Property, the Authority shall prepare a written agreement, in a form consistent with best industry practices for the underground mining industry and that is reasonably acceptable to Homestake, that includes, among other things, (i) a declaration that the Contractor or Project Sponsor, as applicable, has investigated the risks associated with the Surface Property and the Underground Property, (ii) a declaration that the Contractor or Project Sponsor, as applicable, has developed an informed understanding of the risks associated with going underground, and (iii) an agreement to be executed by each Contractor in which it agrees that it will and does release, discharge and agree not to sue and hold harmless, defend and indemnify the Homestake Indemnified Parties with respect to any damage or injury to any Person or property caused by the Contractor or its Representatives and an agreement to be executed by each Project Sponsor in which it agrees that it will and does release, discharge and agree not to sue and hold harmless, defend and indemnify the Homestake Indemnified Parties with respect to any damage or injury to any Person or property caused by the Project Sponsor or its Representatives. The Authority covenants that, as a condition of permitting any Contractor or its Representatives or any Project Sponsor or its Representatives to enter the Underground Property, each Contractor or Project Sponsor requesting to enter the Underground Property on its own behalf or on behalf of its Representatives will be required to execute such written agreement. If the Project Sponsor is a governmental entity that is subject to a constitution, statute or administrative rule which limits the enforceability against it of an agreement to hold harmless, defend and indemnify, the Authority may waive the requirement that a Project Sponsor agree to hold harmless, defend and indemnify the Homestake Indemnified Parties but (i) only to the extent of such limitation, (ii) only if the covenant to release, discharge and agree not to sue remains in place, and (iii) only if a reasonable substitute for the agreement to hold harmless, defend and indemnify is provided and approved by Homestake as provided herein. Such substitute may include the purchase of additional insurance by the Project Sponsor or the Authority, an appropriate increase in the Indemnification Fund, posting of an irrevocable letter of credit in favor of the Homestake Indemnified Parties or some combination of such methods designed to provide equivalent financial protection to the Homestake Indemnified Parties, as determined in the reasonable discretion of Homestake.

(c) The Authority shall retain all written agreements executed pursuant to paragraphs (a) and (b) of this Section and shall not destroy them with respect to any Person until seven years after the last occupancy of the Assets by that Person.

(d) The Authority shall require each Contractor and Project Sponsor independently to provide general liability insurance coverage for itself, its Representatives and its assets. All such insurance shall be in place and in full force and effect prior to any such Contractor or Project Sponsor or its or their Representatives commencing any activities on the Surface Property or the Underground Property. All such insurance shall, as applicable, be written in a manner that supports the Contractor's or Project Sponsor's obligations to indemnify, defend and hold harmless the Homestake

Indemnified Parties as provided for in this Agreement and shall (i) contain provisions whereby the insurers waive all claims and rights of subrogation against the Homestake Indemnified Parties, (ii) provide that the insurance is primary and noncontributory and shall apply to such extent without consideration for other policies separately carried by the Homestake Indemnified Parties, (iii) shall state that, except with respect to policy limits, that each insured is provided coverage as though a separate policy had been issued to each, (iv) shall include a provision or endorsement that the insurer will not raise any coverage defense based on any statutory immunity of the State, the Authority or Homestake and neither shall include an insured vs. insured endorsement, and (v) that the Contractor or Project Sponsor will use its best efforts to cause each insurer to provide 60 days advance written notice, by certified mail, return receipt requested, to the Authority prior to suspension, cancellation or any material change in coverage or condition (in which case, the Authority agrees to independently provide such notice to Homestake promptly upon becoming aware of any such event). Such insurance shall include property damage coverage adequate to cover all third party property associated with a Project and general liability insurance in an amount reasonably to be determined in the independent judgment of a reputable risk management consultant retained by the Authority, but in no case less than \$5,000,000. Any such insurance shall be separate from and independent of the Environmental Risk Insurance and the General Liability Insurance purchased by the Authority. The Authority may waive this requirement for any Contractor or Project Sponsor and purchase such insurance on behalf of any Contractor or Project Sponsor or provide a substitute means of protecting the Homestake Indemnified Parties to the same extent they would have been protected under this Agreement had the coverage been obtained. Such substitute means may include an appropriate increase in the Indemnification Fund, posting of an irrevocable letter of credit in favor of the Homestake Indemnified Parties or some combination of methods designed to provide equivalent financial protection to the Homestake Indemnified Parties, as determined in the reasonable discretion of Homestake. The requirements contained herein as to the types and limits of insurance to be maintained by any Contractor or Project Sponsor are not intended to and shall not, in any manner, limit or qualify the liabilities and obligations assumed by any Contractor or Project Sponsor under this Agreement.

(e) The Authority agrees that Project Sponsors or other proponents of the Interim Underground Laboratory or the Deep Underground Laboratory shall in the aggregate contribute adequate funding to the Authority to allow the Authority to be self-sustaining within seven years of the Effective Date. For purposes of this Agreement, the Authority will be deemed to be self-sustaining if it can meet all of its financial obligations and perform all of its obligations under this Agreement including, without limitation, the maintenance of the Closure Fund and the Indemnification Fund and payment of the premiums for the Environmental Risk Insurance and General Liability Insurance.

(f) The Authority shall certify in writing to Homestake annually no later than January 31 of each year that it is in full compliance with the requirements of each paragraph of this Section.

6.11 Insurance.

(a) If the Environmental Risk Insurance or the General Liability Insurance has not been obtained as of the Closing, the Authority shall obtain such insurance prior to any Representative of the State or the Authority entering into the Underground Property or undertaking any construction activity on the Surface Property (except as permitted by the Shared Use Agreement) and in any case, within 120 days of the Closing.

(b) It shall be a condition of the continued ownership, use and occupancy of the Assets by the Authority that, and the State and the Authority covenant that, the Environmental Risk Insurance and the General Liability Insurance shall be maintained in compliance with the requirements of this Section 6.11 at all times during the term of this Agreement from and after the date obtained as required in paragraph (a) of this Section and for a period of five years after the Authority has publicly announced that it has abandoned the Interim Laboratory Project and the Deep Laboratory Project and any other activity involving the Underground Property and that it has completed closure, reclamation, restoration and remediation of the Assets as required by any Governmental Authority pursuant to any Environmental, Health and Safety Laws. In the event any coverage provided in the Environmental Risk Insurance or the General Liability Insurance becomes unavailable in the traditional commercial insurance market, the Authority shall suspend all activities involving the Assets until the State and the Authority have provided a substitute means of protecting the Homestake Indemnified Parties to the same extent they would have been protected under this Agreement had the coverage been available. Such substitute means may include an appropriate increase in the Indemnification Fund, posting of an irrevocable letter of credit in favor of the Homestake Indemnified Parties or some combination of methods designed to provide equivalent financial protection to the Homestake Indemnified Parties, as determined in the reasonable discretion of Homestake.

(c) The Environmental Risk Insurance shall include the Homestake Indemnified Parties as additional named insured parties and the General Liability Insurance shall include the Homestake Indemnified Parties as additional insured parties. In addition, the Environmental Risk Insurance shall at all times include the State as an additional named insured party and the General Liability Insurance shall at all times include the State as an additional insured party and both policies shall, as applicable, be written in a manner that supports the State's obligations to indemnify, defend and hold harmless the Homestake Indemnified Parties as provided for in the Indemnity Statute and the Authority's obligations to indemnify, defend and hold harmless the Homestake Indemnified Parties as provided for in this Agreement and shall (i) contain provisions whereby the insurers waive all claims and rights of subrogation against the Homestake Indemnified Parties, (ii) provide that the insurance is primary and noncontributory and shall apply to such extent without consideration for other policies separately carried by the Homestake Indemnified Parties, (iii) shall state that, except with respect to policy limits, that each insured is provided coverage as though a separate policy had been issued to each, and (iv) shall include a provision or endorsement that the insurer will not raise any coverage defense based on any statutory immunity of the State, the Authority or Homestake and neither shall include an insured vs. insured endorsement. The Authority

shall use its best efforts to cause each insurer to provide 60 days advance written notice, by certified mail, return receipt requested, to Homestake prior to suspension, cancellation or any material change in coverage or condition and the Authority shall independently provide such notice to Homestake promptly upon becoming aware of any such event. The requirements contained herein as to the types and limits of insurance to be maintained by the State and the Authority are not intended to and shall not, in any manner, limit or qualify the liabilities and obligations assumed by the Authority under this Agreement. The Authority and its insurers shall be responsible for claims handling services in connection with the Environmental Risk Insurance and the General Liability Insurance policies for the benefit of the Homestake Indemnified Parties.

(d) The Environmental Risk Insurance shall be in the minimum amount of \$5,000,000.

(e) The General Liability Insurance shall initially be in the minimum amount of \$5,000,000. The initial minimum amount of \$5,000,000 will be increased to \$15,000,000 prior to any Person going underground at the Homestake Mine without regard to whether that Person is the State, the Authority, a Contractor, a Project Sponsor, or a Representative of any of the foregoing and without regard to whether that Person is a one-time entrant or a Person with repeated opportunities to go underground, unless such Person is an Authorized Entrant. The amount of General Liability Insurance shall be increased to \$75,000,000 prior to the Authority engaging in any rehabilitation of or construction on the Underground Property. Once the minimum amount of General Liability Insurance has been increased, it shall not thereafter be decreased without the written consent of Homestake.

(f) The aggregate deductible or self-insured retention on the Environmental Risk Insurance and the General Liability Insurance shall not exceed 25% of the amount of the Indemnification Fund. The Authority shall be responsible for the payment of all deductibles or self-insured retentions under the Environmental Risk Insurance and the General Liability Insurance.

(g) At any time requested by Homestake but not more than twice per calendar year, the Authority shall provide to Homestake evidence that the Environmental Risk Insurance and the General Liability Insurance are in full force and effect and that such insurance provides coverage on the terms set out in paragraph (c) above, in at least the minimum amounts required by paragraphs (d) and (e) above, with deductibles or self-insured retentions not exceeding the limit set out in paragraph (f) above. Prior to the Authority entering into the Underground Property or undertaking any construction activity on the Surface Property (except as permitted by the Shared Use Agreement), the Authority shall furnish Homestake with copies of the original binders or policies (including applicable endorsements) effecting the coverage required by Section 6.11. In the event that any of the insurance coverage expires or otherwise terminates, the Authority must replace such coverage before the expiration date with same or comparable coverage (except to the extent that a substitute is permitted pursuant to the requirements of paragraph (b) above) and shall provide to Homestake evidence that such coverage is in full force and effect. If any such coverage is written on a claims-made basis, the

Environmental Risk Insurance shall not include any retroactive date and the General Liability Insurance may include a retroactive date that at a minimum dates back to the Effective Date of this Agreement. Both policies shall include an extended reporting period rider of three years from the expiration or termination date of such policy.

6.12 Additional Easements or Temporary Usage.

(a) In addition to the Easements, which will be granted or reserved under this Agreement or the documents executed and delivered at Closing, if either Homestake or the Authority determines in the future that it needs to use property owned by the other at the Homestake Mine in connection with operations in which it is engaged or in order to exercise a right granted to such Party or to fulfill an obligation required under this Agreement or such documents or an obligation required by any Governmental Authority related to Environmental, Health and Safety Laws, the Party having such need shall give 30 days' prior written notice to the other Party, describing the nature, location and anticipated duration of the proposed use and the reasons its own property is not suitable for or available for such use. Within 30 days after receipt of such notice, the other Party shall notify the requesting Party in writing of its acceptance of or objection to such use. If an objection is made, within ten days after the receipt of an objection, the Parties shall meet and endeavor in good faith to resolve such objection in a manner that accommodates the anticipated needs of both Parties, taking into consideration other options that might be available to the requesting Party and the owning Party's paramount right to use its own property. Following such meeting, the owning Party shall authorize or not authorize the request in its reasonable discretion.

(b) Each requested use by a Party under this Section 6.12 shall be limited to facilities that are temporary in nature or are capable of relocation (e.g., roads, utility lines, pipelines and communication facilities) or temporary activities (e.g., environmental clean-ups or inspections). If a use is authorized and the owning Party subsequently desires to make use of its property in a way that is incompatible with the requesting Party's use, it shall give the requesting Party 90 days' notice of such desired use and the requesting Party shall thereafter terminate its use or modify its use, at its sole expense, in order to permit the owning Party to commence its desired use of such property.

(c) Each requested use by a Party under this Section 6.12 shall be carried out in a good, workmanlike and efficient manner, in accordance with sound practices and applicable industry and regulatory standards and practices, and in compliance with all applicable Environmental, Health and Safety Laws and other laws. Without limiting the generality of the foregoing, the requesting Party shall be responsible for obtaining and maintaining all permits and approvals required by any Governmental Authority with respect to its activities. As soon as practicable after a use is discontinued, the requesting Party shall undertake and diligently pursue restoration of the property to the general condition in which it existed prior to such use, or as otherwise agreed to by the owning Party.

(d) The provisions of this Section 6.12 shall not be available to the Authority with respect to the parcel known as the No. 5 Shaft Parcel or to the hoist or hoist building associated with the No. 5 Shaft.

6.13 Shared Use Facilities. Following Closing, Homestake will allow the Authority to use certain buildings and other improvements owned by it and the Authority will allow Homestake to use certain buildings and other improvements owned by it pursuant to the terms and conditions of the Shared Use Agreement.

6.14 Post-Closing Litigation. After Closing, each Party shall reasonably cooperate with the other Party and the other Party's attorneys in the defense or prosecution of any litigation, action, suit or proceeding instituted against or by the other Party pertaining to the Assets excluding, however, any litigation, action, suit or proceeding between the Parties (including their Affiliates). Such cooperation shall not require the cooperating Party to be joined as a Party in any such litigation. Except as otherwise required by law, each Party further agrees that it shall not voluntarily disclose to any third party without the other Party's written consent any information or documents received by it heretofore or hereafter from the other Party's attorneys in connection with the defense or prosecution of any litigation or proceedings. The other Party shall pay the costs and expenses of the cooperating Party and those costs and expenses of the cooperating Party's Representatives reasonably incurred in connection with providing such cooperation.

6.15 Homestake's Remedies for Failure of a Covenant or Condition; Right of Entry.

(a) If Homestake believes that a violation of the terms of this Agreement has occurred, or a violation of the terms of this Agreement is threatened because of acts or omissions of the State or the Authority or its Representatives, Homestake may give notice in writing to the State or the Authority, as applicable, of the violation or threatened violation and demand that the State or the Authority, as applicable, undertake corrective action with respect to the violation or threatened violation.

(b) If the State or the Authority, as applicable, fails to cure the alleged violation within 30 days of receipt of Homestake's notice or, if circumstances are such that the alleged violation cannot reasonably be cured within such 30 day period, to commence and diligently pursue corrective action until cured, Homestake may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement by means of a temporary or permanent injunction. The State and the Authority agree that injunctive relief, including an order for specific performance of this Agreement, is an appropriate remedy for violations of the terms of this Agreement without the necessity of having to prove the inadequacy of legal remedies. In the event Homestake, acting reasonably, believes that circumstances require immediate action to prevent or to mitigate material, immediate and irreparable injury to persons or property, Homestake may seek enforcement of the terms of this Agreement without waiting for the cure periods set forth above to expire.

(c) If the violation is a violation of the annual certification requirements set out in paragraph (c) of Section 6.5 or paragraph (f) of Section 6.10 of this Agreement, (i)

the Authority will suspend all Permitted Uses of the Assets until such time as the Authority can certify that it is in full compliance with the requirements for which certification is to be given, and (ii) the Authority shall notify all Persons using the Assets and each of its insurers of its inability to make such certification. The Authority agrees that the requirements of this paragraph will be specifically enforceable by Homestake and that the failure to provide the required certifications will not be confidential.

(d) In addition to the rights of Homestake as set out in paragraphs (a), (b) and (c) of this Section, with respect to the following obligations of the State or the Authority, as applicable, that the State or the Authority is not capable of performing or that cannot be cured as provided in paragraph (b) above or, while capable of being cured, is not cured as provided in paragraph (b) above, Homestake shall also have the authority to enter all or any portion of the Surface Property, the Underground Property, the Easements, the Improvements and Fixtures and the Equipment and to recover possession and ownership of such assets for failure of a condition subsequent (as defined in South Dakota law):

(i) If the failure (A) is a violation of the conditions set out in Section 6.4(a), (b) or (c), (B) is a failure to satisfy the conditions of establishing, maintaining or managing the General Fund, the Closure Fund or the Indemnification Fund as provided in Section 6.8, or (C) is a failure of the condition requiring acquisition or maintenance of Environmental Insurance or General Liability Insurance as provided in Section 6.11, Homestake may enter and recover possession and ownership of any or all of the Assets.

(ii) If the failure is of the condition that the Indemnity Statute and the Immunity Statute shall not be amended or repealed as required in Section 6.9, Homestake may enter and recover possession and ownership of any or all of the Assets.

(iii) If the failure is of the condition requiring that the Authority establish the Interim Laboratory or the Deep Laboratory and be using all or substantially all of the Useable Assets in substantial activities with respect to such laboratory or laboratories as provided in Section 6.6, during the two year period following the 10 year period authorized in Section 6.6, but only during such two year period, Homestake may enter and recover possession and ownership of that portion of the Assets not being used in substantial activities with respect to such laboratories.

(e) If Homestake elects to exercise the right of entry described in paragraph (d) of this Section, Homestake shall give the Authority the minimum advance notice required by law following the expiration of the period set out in paragraph (b) above or upon Homestake's reasonable determination that that the State or the Authority, as applicable, is not capable of performing or satisfying the condition. In the notice, Homestake will specify whether it is exercising the right of entry with respect to all or part of the Surface Property and Underground Property and other Assets and identify the Surface Property and Underground Property and other Assets for which the right is being exercised. The Authority shall have the right to contest Homestake's right of entry in the

time and manner allowed by applicable law. If Homestake exercises the right of entry with respect to less than all of the Surface Property and Underground Property and other Assets, it shall act reasonably and in good faith to minimize any adverse impact that will occur to the remainder of the Assets; provided, however, that Homestake shall not be obligated to make available any portion of the Assets so entered.

6.16 Reimbursement for Document Preparation Fees. Within 60 days of the Closing, Homestake will submit to the Authority an itemized invoice for the legal and administrative costs incurred by Homestake and its Affiliates associated with the preparation of this Agreement and the consummation of the transactions contemplated by this Agreement. Such costs shall not include the salary or benefits of any Homestake employee or employee of its Affiliates or any costs related to maintaining the Assets prior to Closing, unless expressly authorized by the Authority. The Authority shall pay such invoice within 30 days of its receipt or, if the Authority objects to any item on the invoice, the Authority shall pay such invoice with respect to the undisputed portion and provide a detailed statement setting out the basis for its objection to the disputed portion within such 30 day period. As to any portion of the invoice to which an objection has been made, Homestake and the Authority shall meet within 30 days of the date the basis for objection is delivered to Homestake and attempt to resolve the objection. Following conclusion of that meeting if the disagreement is not resolved, the Parties will be free to pursue any rights or remedies they might have in law or equity.

ARTICLE 7 ASSUMED AND EXCLUDED LIABILITIES

7.1 Assumption of Liabilities by the Authority.

(a) Following Closing, the Authority shall assume and agree to pay, discharge and perform when due all liabilities and obligations (whether known or unknown, fixed or contingent) that might arise out of the ownership of the Assets by the Authority or the use or operation of the Assets by, as applicable, the State, the Authority or its or their Representatives, and for all reclamation and closure obligations related to the Assets. In particular, the Authority shall assume all liabilities under or related to Environmental, Health and Safety Laws, whether such liabilities are known or unknown, contingent or accrued, relating to (i) any violation or alleged violation of Environmental, Health and Safety Laws relating to the Assets (without regard to whether such violation arises before or after the Closing Date); (ii) loss of life, injury to persons or property or damage to natural resources caused by the presence or release of any Materials of Environmental Concern (without regard to whether such release occurred before or after the Closing Date) at, on, in, under, or migrating from or to, or related to the Surface Property or the Underground Property, including Materials of Environmental Concern contained in buildings or building materials or in the air, soil, surface water, sediments, groundwater, or in other environmental media at or on such property; (iii) the investigation and/or remediation (whether or not such investigation or remediation commenced before the Closing Date) of Materials of Environmental Concern that might have been released, either before or after the Closing Date at, on, in, under, adjacent to or migrating from or to the Surface Property or the Underground Property, including, but not limited to, Materials of Environmental Concern contained in buildings or building materials or in the

air, soil, surface water, sediments, groundwater, in other environmental media at or adjacent to such property; and (iv) all obligations contained in any deeds severing the surface estate from the Underground Property or as imposed by statute. In particular, the Authority shall be responsible for the management, isolation, recovery, treatment and disposal, if necessary, of any water that enters the Surface Property or the Underground Property, regardless of its source. The liabilities and obligations assumed by the Authority, as described above, including those arising under any Environmental, Health and Safety Law, shall be with respect to activities utilizing or affecting the Assets, whether such activities occurred prior to or after Closing and whether such activities are those of the State, the Authority or its or their Representatives. Evidence of the assumption of the Assumed Liabilities shall be demonstrated at Closing by the execution and delivery by the Authority of the Assumption Agreement.

(b) Notwithstanding the provisions of paragraph (a) of this Section, nothing shall require the Authority to assume any liability with respect to the Excluded Liabilities or any liability for payment of any fines or penalties imposed by a Governmental Authority to the extent such liabilities arise out of or relate to acts or omissions of Homestake that are determined by a court of competent jurisdiction to be criminal violations.

(c) Homestake agrees, from time to time, to take such actions as may be reasonable to provide to the Authority, to the extent feasible, (i) any defenses to the Assumed Liabilities (but without prejudice to Homestake's right to assert such defenses) or (ii) any claims for damages from third parties to the extent that such damages arise from the Assumed Liabilities and provided that Homestake is not prejudiced thereby.

7.2 Excluded Liabilities. Homestake shall continue to be responsible for all environmental and other liabilities associated with ownership and operation of the Homestake Mine to the extent it is not included in the Assets, except with respect to the management, isolation, recovery, treatment and disposal, if necessary, of any water that enters the Surface Property or the Underground Property from the properties retained by Homestake. Homestake shall also retain all obligations and liabilities for accounts payable incurred by Homestake prior to Closing, and all wages, salaries and benefits earned by employees of Homestake or any obligations of Homestake in respect of workers' compensation or disability claims associated with employees or former employees of Homestake at the Homestake Mine, any fine, penalty or other remedy imposed or adjudicated by MSHA or OSHA for violations which occurred or occur prior to Closing, and any liabilities and claims incurred, accrued or earned under any employee benefit plan or other compensation or benefit arrangement relating to the use or operation of the Assets prior to Closing.

7.3 Sales, Use, Transfer and Similar Taxes and Charges. The Authority shall pay all Taxes (excluding Homestake's federal and state income taxes) and other charges, imposed with respect to the donation of the Assets to the Authority. Otherwise, each Party shall bear its own costs with respect to all filing and recording fees and taxes relating to the donation of the Assets to the Authority. To the extent that any applicable law or regulation imposes upon Homestake the obligation to report or to pay such Taxes or other charges that are the responsibility of the Authority, the Authority shall promptly reimburse Homestake for such taxes or charges no later

than 30 days following the Authority's receipt of Homestake's invoice for its portion of such payments.

7.4 Property Taxes. Homestake shall pay all ad valorem Taxes levied or assessed against the Assets for calendar year 2005. Ad valorem Taxes for calendar year 2006 shall be prorated as of the Closing Date and Homestake shall pay its proportionate share of such Taxes at or promptly following the Closing. The Authority shall be responsible for any applicable ad valorem Taxes for the balance of 2006 and for all subsequent periods. If Homestake exercises its right to enter all or a portion of the Assets in accordance with Section 6.15, Homestake shall be responsible for all applicable Taxes with respect to the Assets or the portion so entered from and after the date Homestake takes possession of the Assets or the portion entered.

ARTICLE 8 INDEMNITIES

8.1 By the Authority. To the fullest extent allowed by applicable law, including SDCL 1-16H-15(18), and subject to the limitations and procedures of Article 9, after the Closing Date, the Authority shall indemnify, defend and hold harmless each of the Homestake Indemnified Parties against all Losses actually incurred by any Homestake Indemnified Party, to the extent such Losses arise out of:

- (a) the Assumed Liabilities;
- (b) the ownership of the Assets by the Authority and the use or operation of the Assets by, as applicable, the State, the Authority or its or their Representatives, on and after the Closing Date, including any Losses that might arise from any injury, death, illness, or loss of or damage to property or claims for economic loss;
- (c) Taxes allocated to the Authority under Sections 7.3 and 7.4; and
- (d) any breach of any of the representations or warranties or covenants of the State or the Authority contained in this Agreement or in any document delivered in connection with this Agreement, or the failure to fulfill any agreement or covenants on the part of the State or the Authority under this Agreement or in any document delivered in connection with this Agreement.

8.2 By the State. Subject to the limitations and the procedures of Article 9, after the Closing Date, the State shall indemnify, defend and hold harmless each of the Homestake Indemnified Parties against liability to any Person or Governmental Authority for injuries, costs, expenses, injunctive relief, reclamation, damages (including damages to natural resources or the environment) or any other claim (including claims for indemnification or contribution, claims by third parties for death, personal injury, illness, or loss or damage to property, or claims for economic loss) under any law (including an administrative rule) for any claim arising out of or in connection with any contamination, pollution or other condition or use of the Assets, regardless of when a condition giving rise to the liability originated or was discovered. The State's obligation to indemnify is limited to the extent it purchases or otherwise provides for insurance to cover such obligation. The State's obligation to indemnify shall be secondary to that of any

other person or entity who may be obligated contractually or otherwise to indemnify the Homestake Indemnified Parties.

8.3 By Homestake. Subject to the limitations and procedures of Article 9, after the Closing Date Homestake shall indemnify, defend and hold harmless each of the State Indemnified Parties against all Losses actually incurred by any State Indemnified Party to the extent such Losses arise out of:

(a) the Excluded Liabilities;

(b) Taxes allocated to Homestake under Section 7.4; and

(c) any breach of any of the representations and warranties or covenants of Homestake contained in this Agreement or any document delivered in connection with this Agreement, or the failure to fulfill any agreement or covenants on the part of Homestake under this Agreement or any document delivered in connection with this Agreement.

8.4 Limitations on Indemnity. No Indemnified Party shall be entitled to assert any right to indemnification under Sections 8.1, 8.2 or 8.3 until the aggregate amount of all Losses actually suffered by the Indemnified Party exceeds \$50,000. Once the aggregate amount of all Losses actually suffered by the Indemnified Party exceeds \$50,000, indemnification may be sought by such Party with respect to all such Losses and all future Losses.

8.5 Further Indemnity Limitations. Compensation to an Indemnified Party for any Loss sustained by it shall be reduced (i) to the extent any Indemnified Party receives any insurance proceeds with respect to such Loss, and (ii) to take into account any other payment received by an Indemnified Party with respect to any such Loss.

ARTICLE 9 PROCEDURE FOR INDEMNIFICATION

9.1 Notice.

(a) If an Indemnified Party believes that it is entitled to indemnification under this Agreement, it shall give notice of such belief to each potential Indemnifying Party from whom indemnification is sought specifying that indemnification is sought pursuant to this Agreement, the amount (to the extent known) in question, the nature of the event giving rise to the claim, the parties involved and any other information related to the claim.

(b) The failure of the Indemnified Party to deliver prompt written notice of a claim shall not affect the indemnity obligations of the Indemnifying Party except to the extent the Indemnifying Party is prejudiced by such failure.

9.2 Procedure.

(a) The potential Indemnifying Party shall have 30 days after receipt of such notice to elect to undertake, conduct and control (through counsel of its own choosing and at its own expense) the defense of the claim with respect to which indemnification is sought. If the potential Indemnifying Party fails to respond to the notice or declines to undertake the settlement or defense of the claim within the 30 day period, the Indemnified Party shall have the right to seek a determination in a court of competent jurisdiction compelling settlement or defense of the claim by the potential Indemnifying Party. In the alternative, the Indemnified Party shall have the right to contest, settle, or compromise such claim and the Indemnified Party shall not thereby waive any right to indemnity for such claim under this Agreement. Except as against the State, the giving of notice by the Indemnified Party shall toll any statute of limitations for bringing a claim against the Indemnifying Party.

(b) Once it is agreed or ordered that responsibility for defense of a claim lies with the Indemnifying Party, the Indemnifying Party shall take control, at its expense, of the defense of any such matter or its settlement. The Indemnifying Party shall permit the Indemnified Party to participate in such settlement or defense through counsel chosen by such Indemnified Party (but the reasonable fees and expenses of such counsel shall be borne by such Indemnified Party).

9.3 Defense and Settlement of Claims. If the Indemnifying Party, at its cost and expense, (a) undertakes the defense of, and assumes full responsibility for, the claim; (b) is reasonably contesting such claim in good faith, by appropriate proceedings; and (c) undertakes such action (including the posting of a bond, deposit, or other security) as may be necessary to prevent any action to foreclose a lien against or attachment of the property of the Indemnified Party for payment of such claim, the Indemnifying Party shall maintain control of the defense against the claim; provided, however, that the Indemnifying Party shall not settle any such claim without the consent of the Indemnified Party, which consent not to be unreasonably withheld. Notwithstanding compliance by the Indemnifying Party with the preceding requirements, the Indemnified Party shall have the right to pay or settle any such claim, but in such event it shall waive any right to indemnity by the Indemnifying Party for such claim.

ARTICLE 10 RIGHT OF TERMINATION

10.1 Termination.

(a) This Agreement may, by notice given prior to or at Closing, be terminated:

- (i) by mutual written consent of the Parties;
- (ii) by the State or the Authority for any reason; or
- (iii) by any Party, if Closing has not occurred (other than through the failure of the Party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before May 30, 2006;

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(iv) by any Party, in the event of a Material Adverse Change that arises other than through a breach of this agreement by the Party seeking to terminate this Agreement and the other Parties cannot alleviate the Material Adverse Change within 30 days following receipt of notice of termination from the terminating Party;

(v) by any Party, if a change in law makes the transaction contemplated hereby illegal or otherwise prohibited, or if any final and non-appealable judgment, injunction, order or decree enjoining any Party hereto from consummating the transactions contemplated hereby is entered.

(b) This Agreement may, by notice given after Closing, be terminated:

(i) by mutual written consent of the Parties;

(ii) by Homestake, if it has entered and taken possession of all of the Assets pursuant to Section 6.15;

(iii) by any Party 10 years after Homestake has entered and taken possession of all of the Assets pursuant to Section 6.15; or

(iv) by any Party 10 years after the Authority has publicly announced that it has abandoned the Interim Laboratory Project and the Deep Laboratory Project and any other activity involving the Underground Property and the Authority has completed closure, reclamation, restoration and remediation of the Assets as required by any Governmental Authority pursuant to any Environmental, Health and Safety Laws.

10.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to paragraph (a) of Section 10.1, the Authority shall promptly return to Homestake all data and other information provided by Homestake to the Authority with respect to the Homestake Mine and the Assets; otherwise all further obligations of the Parties shall terminate immediately and no Party shall have any right to pursue any legal or equitable remedy against any other Party and no Party shall have any liability to any other Party.

(b) If this Agreement is terminated pursuant to paragraph (b) of Section 10.1, all obligations of the Parties then outstanding shall continue, including without limitation, any obligation to indemnify the other Party or its indemnified parties and any obligation arising under Environmental, Health and Safety Laws and any Environmental Permits, and each Party shall have the right to pursue any legal or equitable remedy against any other Party with respect to such obligations.

(c) Anything in this Agreement to the contrary notwithstanding, if this Agreement is terminated pursuant to paragraphs (b)(ii) or (b)(iii) of Section 10.1,

(i) neither the State nor the Authority shall have any obligation to indemnify, defend or hold harmless the Homestake Indemnified Parties for any injury, loss or claim of any kind or nature whatsoever arising out of or related to any act or omission of the Homestake Indemnified Parties, or any of them, after Homestake enters and take possession of the Assets;

(ii) the Authority's obligation to maintain the General Liability Insurance, the Environmental Risk Insurance and the Indemnification Fund shall cease 10 years after Homestake enters and takes possession of the Assets;

(iii) the Authority may retain the balance, if any, remaining in the Closure Fund after all obligations of the Authority with respect to closure, reclamation, restoration, remediation and subsequent monitoring of the Assets as required by any Governmental Authority pursuant to any Environmental, Health and Safety Laws has been completed; and

(iv) the Authority's obligation to maintain the General Fund shall cease immediately after all outstanding obligations of the Authority related to the Assets have been satisfied.

(d) Anything in this Agreement to the contrary notwithstanding, if this Agreement is terminated pursuant to paragraph (b)(iv) of Section 10.1, the obligation of the Authority to maintain the Indemnification Fund, the Environmental Risk Insurance and the General Liability Insurance shall cease immediately, and the Authority's obligation to maintain the General Fund shall cease immediately after all outstanding obligations of the Authority related to the Assets have been satisfied.

ARTICLE 11 MISCELLANEOUS

11.1 Confidentiality. Except as otherwise provided by law and except for the Data and Other Information that is delivered to the Authority at Closing, all data and other information made available or delivered by any Party to any other Party pursuant to this Agreement shall be held in strict confidence by the Party receiving such data and other information unless such data and other information (a) is required to be disclosed by judicial or administrative process; (b) is disclosed in an action or proceeding brought by a Party in pursuit of its rights or in the exercise of its remedies under this Agreement; (c) is in or enters the public domain through no fault of the receiving Party; or (d) is later acquired by the receiving Party from another source if the receiving Party is not aware that such source is under an obligation to keep such documents and information confidential.

11.2 Expenses. Except as otherwise specifically provided herein, each Party shall pay its own expenses, including attorneys' fees, incident to the preparation and performance of this Agreement, whether or not the transactions contemplated herein are consummated.

11.3 Amendments. This Agreement shall not be amended or modified except in writing, signed by all Parties.

11.4 Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that no Party shall assign this Agreement or any rights herein without the other Parties' prior written consent and any purported assignment in the absence of such written consent shall be void. This Agreement may only be assigned by the State and the Authority in connection with the transfer of the Surface Property and the Underground Property and only to a successor or assign who expressly assumes this Agreement in connection with such transfer and who has the financial and legal capacity to perform each and every obligation created under this Agreement. This Agreement is not intended to confer any rights or remedies on any Person who is not a Party or an Indemnified Party.

11.5 Integration. All understandings and agreements heretofore existing between the Parties regarding the donation and acceptance of the Assets are merged into this Agreement and the Exhibits hereto, which fully and completely express the agreement of the Parties. This Agreement was entered into after adequate investigation, with no Party relying upon any statement or representation not embodied in this Agreement, or the Exhibits hereto, made by any other Party. Notwithstanding the foregoing, the Parties agree that the Agreement in Principle may be used for interpretation of any ambiguity that might arise with respect to this Agreement provided that if there is any inconsistency between this Agreement and the Agreement in Principle, the language of this Agreement shall prevail.

11.6 Partial Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

11.7 Non-Waiver of Remedy. The failure of any Party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of such term, condition or covenant. No waiver, change, modification or discharge by any Party hereto of any provision in this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by all Parties. In addition to the other remedies provided in this Agreement, any Party shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation of any of the terms, conditions or covenants of this Agreement, or to a decree compelling performance of any of such term, condition or covenant.

11.8 Notices. All notices, consents, requests and approvals, any notice of change in address for the purpose of this Section, and other communications provided for or required herein, shall be given (a) by personal delivery to the Parties; (b) by electronic communication, with a confirmation sent by registered or certified mail, return receipt requested; (c) by registered or certified mail, return receipt requested; or (d) by reputable express courier. All notices, consents, requests and approvals, any notice of change in address for the purpose of this Section, and other communications provided for or required herein, shall be effective and shall be deemed delivered on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery:

- (i) If to Homestake:

Homestake Mining Company of California
c/o Barrick Gold of North America, Inc.
136 East South Temple Street, Suite 1300
Salt Lake City, Utah 84111
Attention: Regional Counsel, North America

- (ii) If to the State:

Office of the Governor
500 East Capitol Avenue
Pierre, South Dakota 57501

- (iii) If to the Authority,

prior to July 1, 2006:

The South Dakota Science and Technology Authority
625 9th Street, 8th Floor
Rapid City, South Dakota 57701
Attention: Executive Director

and to

The South Dakota Science and Technology Authority
630 East Summit
Lead, South Dakota 57754-1700
Attention: Executive Director

on or after July 1, 2006:

The South Dakota Science and Technology Authority
630 East Summit
Lead, South Dakota 57754-1700
Attention: Executive Director

with a copy to:

Timothy M. Engel
May, Adam, Gerdes & Thompson LLP
503 South Pierre Street
P.O. Box 160
Pierre, South Dakota 57501

11.9 Waiver of Sovereign Immunity by the Authority. To the fullest extent permitted by applicable law, the Authority irrevocably waives any defenses it may have under the doctrine

of sovereign immunity (and any defense based on such doctrine) in any suit brought by the Homestake Indemnified Parties (whether for indemnification or for enforcement of any obligation of the Authority) under this Agreement. In making this waiver, the Authority does not waive any aspect of its sovereign immunity with respect to actions by any other Person.

11.10 Waiver of Sovereign Immunity by the State. To the fullest extent permitted by SDCL 5-24-19, the State waives any defenses it may have under the doctrine of sovereign immunity (and any defense based on such doctrine) in any suit brought by the Homestake Indemnified Parties for indemnification as permitted by the Indemnity Statute. In making this waiver, the State does not waive any aspect of its sovereign immunity with respect to actions by any other Person.

11.11 Obligations of the State. Except as expressly provided in this Agreement, nothing herein is intended to create any financial or other obligation on the part of the State or its Representatives. Anything in this Agreement to the contrary notwithstanding, any financial obligation of the State or its Representatives provided for in this Agreement, whether expressed or implied, is contingent upon the continued availability of appropriated funds and expenditure authority from the Legislature for such purpose. Nothing in this Section 11.11 shall in any way waive or diminish Homestake's right to seek specific performance as provided for in Section 6.15(c) or Homestake's right to reenter and retake the Assets as provided for in Section 6.15(d).

11.12 Governing Law and Jurisdiction. This Agreement shall be governed by and construed according to the internal laws of the State of South Dakota, without regard to conflicts of law principles. Any action, suit or proceeding arising out of or related to this Agreement shall be brought in the state courts of the State of South Dakota.

11.13 Time of the Essence. Time is of the essence in the performance of the covenants, terms and conditions of this Agreement.

11.14 Exhibits. All Exhibits referred to herein are hereby incorporated in this Agreement by reference.

11.15 Headings. The various headings used in this Agreement are for convenience only and are not to be used in interpreting the text of the Article in which they appear or to which they relate.

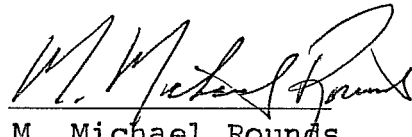
11.16 Survival. All of the terms and provisions of this Agreement and the Agreement in Principle shall survive Closing.

11.17 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted between them by facsimile machine. The Parties intend that facsimile signatures constitute original signatures


and that a facsimile agreement containing the signatures (original or facsimile copy) of all the Parties is binding on the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

The State of South Dakota

By: 
Name: M. Michael Rounds
Title: Governor

The South Dakota Science and
Technology Authority

By: 
Name: David N. Bozied
Title: Chairman and Board Member

Homestake Mining Company of California

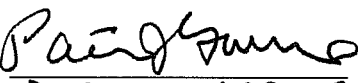
By: 
Name: PATRICK J GARVER
Title: PER RESOLUTION

EXHIBIT A

To Property Donation Agreement by and between
Homestake Mining Company of California, the State of South Dakota
and the South Dakota Science and Technology Authority

ASSETS

Part 1 – Surface Property

All of Homestake's right, title and interest, as it may exist, in and to the surface estate of the property located in Lawrence County, South Dakota, which is more particularly described in Part 1 of Exhibit A, which follows this page.:

Part 2 – Underground Property

All of Homestake's right, title and interest, as it may exist, in and to the subsurface and mineral estate of the property located in Lawrence County, South Dakota, which is more particularly described in Part 2 of Exhibit A, which follows this page. Part 2 of Exhibit A also includes a plat that delineates an area, captioned as the "Restricted Zone" in which the operations of the Authority and its Representatives are limited as provided in paragraph (c) of Section 6.4 of the Agreement.

Part 3 – Improvements and Buildings

All of Homestake's right, title and interest, as it may exist, in and to the buildings and other improvements on the Surface Property or in the Underground Property located in Lawrence County, South Dakota, which is more particularly described in Part 3 of Exhibit A, which follows this page.

Part 4 – Equipment

All of Homestake's right, title and interest, as it may exist, in and to the equipment on the Surface Property or in the Underground Property located in Lawrence County, South Dakota, which is more particularly described in Part 4 of Exhibit A, which follows this page.

Part 5 – Data and Other Information

All of Homestake's right, title and interest, as it may exist, in and to the data and other information on the Surface Property or in the Underground Property located in Lawrence County, South Dakota which is more particularly described in Part 5 of Exhibit A, which follows this page.

Part 6 – Excluded Assets

Those items, or types of items, that might be on the Surface Property as of the Effective Date or as of the Closing Date but which are not included within the Assets to be transferred to the

Authority, including all trade names, trademarks, service marks or logos owned by Homestake except as authorized by Homestake in writing at the Closing and including those items donated to the Adams Museum by Deed of Gift dated May 24, 2005 and those items that are generally described in Part 6 of Exhibit A, which follows this page.

Part 7 – Restricted Zone

That portion of the Underground Property located in Lawrence County, South Dakota, which is situated above the 3600 level as measured in the Homestake Mine and which lies beneath the area identified as the “Restricted Zone” on the plat in Part 7 of Exhibit A, which follows this page.

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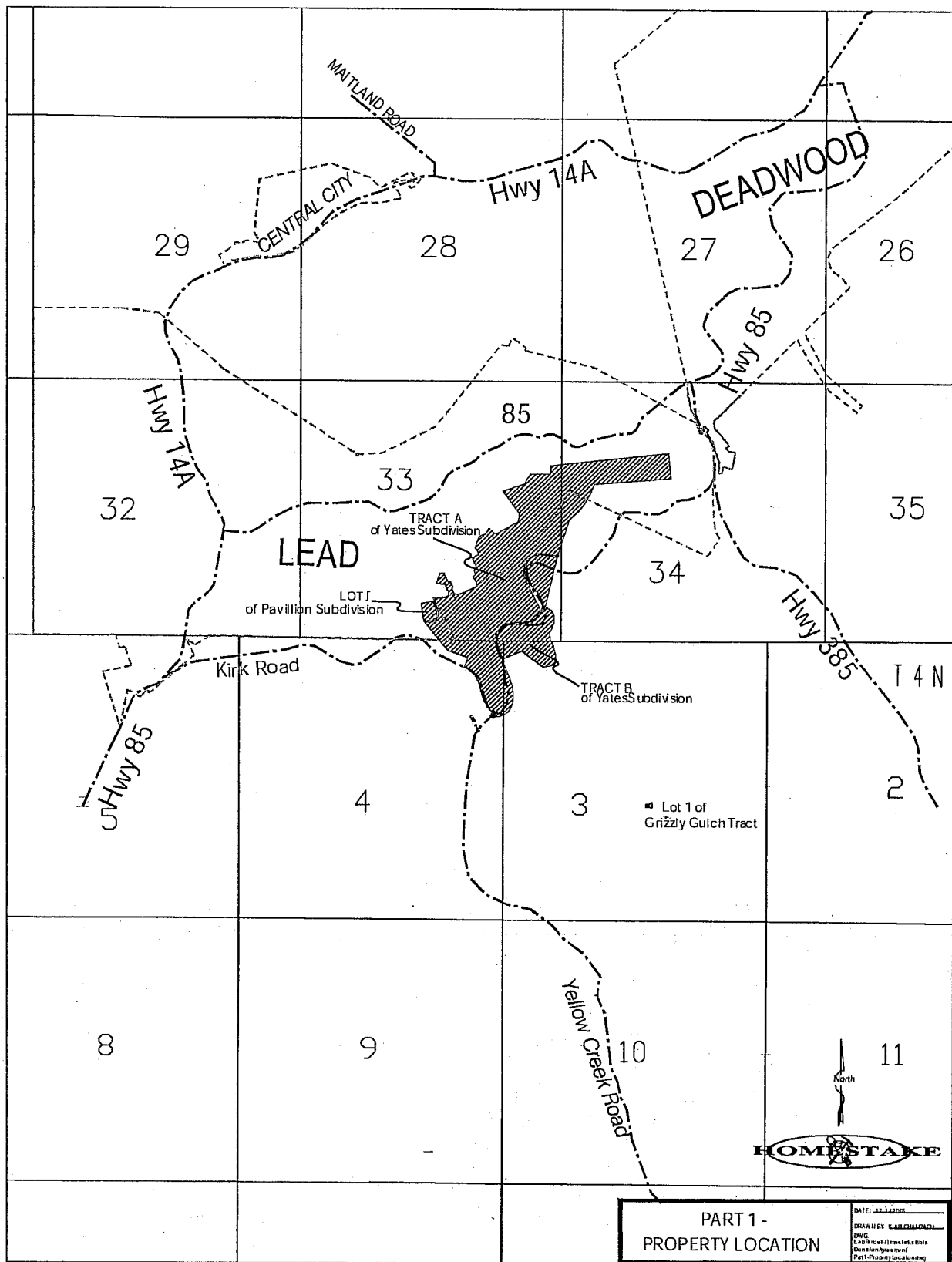
Part 1 - SURFACE PROPERTY

The Surface Property is located within Sections 33 and 34 of Township 5 North, Range 3 East and Sections 3 and 4 of Township 4 North, Range 3 East, Lawrence County, South Dakota and lies partially within the City of Lead. The Surface Property is generally depicted on the drawing attached to this Part 1 as "Part 1 Property Location". The Surface Property is more particularly described as follows:

Parcel 1: Lot I, Pavilion Subdivision (commonly referred to as the Ross Substation), City of Lead, Lawrence County, South Dakota, as shown on that certain plat recorded in the Lawrence County Register of Deeds as Plat Document No. 2005-2127 and comprising 2.23 acres, more or less.

Parcel 2: Tract A and Tract B of the Yates Subdivision (commonly referred to respectively as the Yates Mines Complex and the Oro Hondo Complex), City of Lead, Lawrence County, South Dakota as shown on that certain plat recorded in the Lawrence County Register of Deeds as Plat Document No. 2005-8217 and according to Surveyors Affidavit of Correction recorded in Document No. 2006-2087 and aggregating 186.49 acres, more or less.

Parcel 3: Lot 1 of the Grizzly Gulch Tract (commonly referred to as the #5 Shaft) being a portion of the former Anna No. 3 patented lode mining claim, M.S. 1443, located in Section 3, T4N, R3E, B.H.M., Lawrence County, South Dakota, as shown on that certain plat recorded in the Lawrence County Register of Deeds as Plat Document No. 2005-8081 and comprising .21 acres, more or less.



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Part 2 – UNDERGROUND PROPERTY

The Underground Property is located within Sections 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, and 34 of Township 5 North, Range 3 East and Sections 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, 21 and 22 of Township 4 North, Range 3 East, Lawrence County, South Dakota as generally depicted on the drawing attached to this Part 2 as "Part 2 Property Location". The Underground Property includes all of Homestake's right, title and interest under all roads, streets and alleys lying within the area depicted on the Part 2 Property Location Drawing. Notwithstanding anything to the contrary in the foregoing, the Authority's activities within the Underground Property are restricted within that portion of the Underground Property designated as "Restricted Area" on the attached drawing to a depth below the 3600 foot level.

The Underground Property is more particularly described as follows:

The following patented mining claims:

MS No.	PRN	Claim Name	Comments
40	B068	PLACER 40	That portion of Placer 40 more particularly described as beginning at Corner No. 3 of said placer; thence along line 3-4 North 9 degrees 26' West 120.3 feet to a point, said point being 50 feet southerly from the centre line of the Fremont, Elkhorn & Missouri Valley Railroad, measured at right angles to said centre line; thence parallel to said centre line North 64 degrees 55' East 182.6 feet to a point on the west side line of the Fairview Millsite; thence along said west side line of Fairview Millsite South 18 degrees 25' East 104.2 feet to a point on line 2-3; thence along line 2-3 South 61 degrees 28' West 203.3 feet to the place of beginning.
41	A844	PLACER 41	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within Placer 41 as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 99-1546; 99-1578; 99-1546; 2001-1870; 99-2109; 2001-3547; 99-1526; 99-1156; 99-1143; 99-1142 and 2001-3548.
42	B069	PLACER 42	
47	A845	ELLA	

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MS No.	PRN	Claim Name	Comments
48	A846	DURANGO	<p>Excluding therefrom the following portions of the Durango, MS 48.</p> <p>A parcel of ground described as: Beginning at a point on the east side of Lot 48, known as the Durango Lode, where said lode is intersected by Miners Avenue, and running thence 50 feet west; thence 100 feet north; thence east 50 feet to the east line of said Durango Lode; thence south along said east line of said Lode to the place of beginning.</p> <p>A parcel of ground described as: Beginning at a point about 138 feet from the southwest corner of the Durango Lode, MS 48 being the east end of a lot owned and occupied by John L. Sullivan and running northerly to Miners Avenue along the east line of said Sullivan Lot; thence 25' east, thence south to the south boundary of said Durango Lode and parallel to the west side line of said Lot; thence 25 feet to the place of beginning, all in the Sunnyside Addition of the City of Lead.</p> <p>A parcel of ground described as: Commencing at a point 22 feet east from the west line of the Durango Lode, MS 48 on the north side of Miners Avenue, thence northerly 150 feet to a point on the west side line of said Durango Lode; thence easterly 120 feet; thence southerly 150 feet to Miners Avenue; thence westerly 120 feet to the place of beginning.</p>
49	B070	HIDDEN TREASURE	
50	A847	HIGHLAND CHIEF	
51	B071	PLACER 51	
54	A848	PLACER 54	
59	E565	FAIRVIEW	
60	A849	GREAT WESTERN PLACER	
62	B072	PLACER 62	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within Placer 62 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 94-5944.
64	A850	PLACER 64	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Father Desmet as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 96-4363; 92-5279 and 90-4225.
67	A851	FATHER DESMET	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Father Desmet as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2001-1870; 99-3425 and 99-2109.
68	A852	JUSTICE	

MS No.	PRN	Claim Name	Comments
69	A853	BELCHER	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Belcher as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 99-8115; 2001-1870; 99-3425; 99-2109; 99-3326 and 99-1917.
70	A854	GOLDEN GATE	
79	A855	OMEGA	
84	A856	WHALE	
87	B073	PLACER 87	<p>All of Placer 87 Except Lots 19, 26 and 27, Block 2 of the Town of Central City and that certain parcel of ground known as the Oberg Tract, which Tract is described as commencing at the corner of Main Street and the road up Saw Pit gulch; thence along said road 105 feet to Tuller's fence; thence back from said road along Tuller's fence 105 feet; thence to a point on a private road extending from Main Street and where the old Herald office is located 89 feet distant; thence along said private road 110 feet distant to the place of beginning all as shown on the map of the Town of Central City.</p> <p>That portion of Placer 87 herein transferred is more particularly described as follows:</p> <p>Lots 20-25 of Block 2 of the Town of Central City;</p> <p>A parcel of ground, Corner No. 1 of which bears N 33 degrees 31' W 210.5 feet from Corner No. 3 of the said MS 87; and running thence N 21 degrees 00' E 50 feet to Corner No. 2; thence N 66 degrees 49' W 8.6 feet to Corner No. 3; thence S 16 degrees 51' W 41.85 feet to Corner No. 4; thence N 68 degrees 06' W 7.3 feet to Corner No. 5; thence S 21 degrees 54' W 58 feet to Corner No. 6; thence S 68 degrees 06' E 13 feet to Corner No. 7; thence N 21 degrees 54' E 49.5 feet to Corner No. 1, the place of beginning; as shown on Homestake Mining Company Engineering Department Drawing A-22-86;</p> <p>A parcel of ground, Corner No. 1 of which bears N 78 degrees 38' E 84.71 feet from Corner No. 2 of said MS 87 and running thence N 20 degrees 59' E 42 feet to Corner No. 2; thence S 66 degrees 49' E to Corner No. 3; thence S 16 degrees 51' W 41.85 feet to Corner No. 4; thence N 68 degrees 06' W 17 feet to Corner No. 1, the place of beginning, as shown on Homestake Mining Company Engineering Department Drawing No. A-22-86;</p> <p>A parcel of ground, Corner No. 1 of which bears N 25 degrees 40' W 163.0 feet from Corner No. 3 of the said MS 87; and running thence N 58 degrees 06' W 31.28 feet to Corner No. 2; thence N 23 degrees 00' E 53.5 feet to Corner No. 3; thence S 66 degrees 49' E 36.5 feet to Corner No. 4; thence S 28 degrees 30' W 58.5 feet to Corner No. 1, the place of beginning, all as shown on Homestake Mining</p>

MS No.	PRN	Claim Name	Comments
			<p>Company Engineering Drawing A-22-86;</p> <p>A parcel of ground on the south side of Third Street in Central City and the southwest corner or Corner No. 1 of which lies N 30 degrees 44' 190.15 feet from Corner No. 3 of said MS 87, and running thence N 57 degrees 47' W 22.55 feet to Corner No. 2; thence N 21 degrees E 50 feet to Corner No. 3; thence S 66 degrees 49' E along the south side of Third Street 24 feet to Corner No. 4 and thence S 23 degrees W 53.5 feet to Corner No. 1, the place of beginning, as shown on Homestake Mining Company Engineering Department Drawing No. A -22-86; and</p> <p>The remaining unplatted portion of said claim.</p>
96	B074	PLACER 96	That portion of Placer 96 more particularly described as commencing at Post No. 2 of said Mineral Survey 96; thence North 47 degrees 15' East along the southerly line 225 feet to Post No. 3, a corner; thence North 35 degrees 15' West along the line of said survey 200 feet; thence southwesterly on a line parallel with the first line herein 225 feet; thence southerly to the place of beginning and being located in the southeast corner of said survey 225 feet up and down the gulch by 200 feet in width across the gulch.
99	A857	BIG MISSOURI	
100	A858	MAY BOOTH	
101	A859	BUCKEYE NO. 1	
102	A860	BUCKEYE NO. 2	
103	A861	WOODPECKER	
105	B075	GOLDEN REEF	
108	F841	ALLEN PLACER	That portion of the Placer 108 more particularly described as Lot J, a subdivision of such Placer.
112	A862	HOMESTAKE NO. 2	
117	A863	OLD ABE	
121	A864	HOMESTAKE	
122	A865	AMICUS	
123	A866	CHICAGO LODGE	
126	B076	ALTHEA	
129	A867	OPHIR	
130	A868	SO SEG. GOLDEN TERRY	
131	A869	BUCKEYE WEST LODGE	
132	A870	LINCOLN	
135	A871	BALTIC	

MS No.	PRN	Claim Name	Comments
136	B077	PLACER 136	That portion of the Placer 136 more particularly described as commencing at Corner Post No. 2 of Mineral Lot No. 136; thence along the westerly line of said Lot North 30 degrees 55' West 150 feet; thence North 51 degrees 31' East and running parallel to the south side line of said Lot No. 136 to a point intersecting the easterly line of said claim; thence South 11 degrees 53' East along said easterly line to a corner post, No. 1 of said Lot No. 136; thence South 51 degrees 30' West along the southerly line of said Lot No. 136 to Corner No. 2 and place of beginning.
137	B078	SPOTTED HORSE CHIEF	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
139	B079	MORMAN CHIEF	
141	A872	GOLD FINCH LODE	
147	A873	PALMETTO LODE	
148	A874	NOR. SEG. OPHIR	
149	A875	NO SEG. GOLDEN TERRY	
150	A876	SILVER STAR	
155	A877	I.X.L.	
156	A878	LITTLE MONITOR	
157	A879	HOODLEBUG	
165	A880	PLACER NO. 10	
168	A881	CALEDONIA	
169	A882	QUEEN OF THE HILLS	
174	A883	SIOUX CHIEF	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Sioux Chief as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 99-1578; 99-1546 and 99-1143.
175	B080	VIOLA	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
177	A884	JUSTICE NO. 2	
178	A885	MINERAL POINT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mineral Point as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 99-1146 and 99-1546.
179	A886	OLD BRIG	
180	A887	PIERCE	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
181	A888	PERHAPS	
185	A889	GEORGE WASHINGTON	
186	A890	GOLDEN STAR	
187	A891	GRANT	
197	A892	POCAHONTAS	

MS No.	PRN	Claim Name	Comments
198	A893	CORNUCOPIA	
201	A894	LITTLE NETTIE	
202	A895	MONROE	
204	A896	EVENING STAR	
205	A897	MOUNTAIN ROSE	<p>Excluding therefrom the following portions of the Mountain Rose, MS 205</p> <p>A parcel of ground described as: Commencing at the south east corner of Lot 77 of Block 11 in Lead City, a part of the Townsite of Lead City as originally surveyed; thence northerly on a line in the same direction as the east line of said lot 100 feet; thence at right angles westerly 37.5 feet ; thence southerly 100 feet to the northerly line of Main Street; thence easterly along the northerly side of Main Street 37.5 feet to the place of beginning.</p> <p>A parcel of ground described as: Commencing at a point on the east side line of the Mountain Rose, MS 205, 524.3 feet distant from corner No. 1 of said claim; thence South 6 degrees 37' East 36.11 feet to corner No. 2; thence North 80 degrees 31' East 16.6 feet to corner No. 3 on the east side line of MS 205; thence along said side line northerly to the place of beginning.</p> <p>A parcel of ground described as: Beginning at a point on the east side line of MS 205, South 31 degrees 3.5' East 566.3 feet from Corner Number 1 of said claim running thence South 39 degrees 54.5' East 77.5 feet; thence South 86 Degrees 23.5' West 31.5 feet to a point on the east side line of said MS 205 South 31 Degrees 3.5 East 653.1 feet from Corner Number 1 of said claim; thence North 31 degrees 3.5' West 86.8 feet along said east side line to the place of beginning.</p>
208	B081	GOVERNOR MORTON	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
209	A898	GREENBACK	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
217	A899	SUNRISE	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
220	A901	RATTLER	
221	B082	CHIEF OF THE HILLS NO. 2	
222	A902	GENERAL CUSTER	
224	A903	GENERAL ELLISON	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
225	A904	PEA WARMER _	
227	A905	FRANKLIN	
229	A906	NO. SEG. HOMESTAKE	
230	A907	NO SEG. GOLDEN STAR	

MS No.	PRN	Claim Name	Comments
231	A908	EXCELSIOR	
232	A909	GOLDEN PROSPECT	
233	B083	GOLDEN STAR NO. 2	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
234	A910	CLARA NEVADA	
235	B084	EVANSTON	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
236	B085	PLACER 59 TO 69	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
237	B086	PLACER 70, 71-72	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
238	B087	NORTHERN PACIFIC	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
239	B088	MORNING STAR	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
240	B089	ROSEBUD	
243	B090	CASHIER	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
246	B091	ECHO	
247	B092	BELL	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
248	B093	ST. JOSEPH	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the St. Joseph as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
249	B094	LAST CHANCE NO. 3	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
250	B095	MAY BELLE	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
252	B096	PLACER 252	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within Placer 252 as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 94-5944; 92-4256; 99-4404; 93-3829; 91-3720; 89-2486; 87-89 and 2003-8600.
254	B097	LITTLE NELL	
255	B098	PLACER 255	
258	B099	EVENING STAR	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
259	B101	QUEEN OF THE VALLEY	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
260	B102	HIDDEN PRIZE	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
264	B103	ROCHESTER	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.

MS No.	PRN	Claim Name	Comments
265	B104	FATHER ABRAHAM	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
270	A911	GALATEA	
273	B105	WASHBURN	
277	B106	HOLLIE WILSON	
278	A912	VIRGINIA LODE	
280	A913	HIGHLAND CHIEF FR.	
282	A914	CAPITAL	<p>Excluding therefrom the following portions of the Capitol, MS 282</p> <p>A parcel of ground described as : Commencing at the southeast corner of the lot on a portion of land to be conveyed from which the southeast corner of the Capitol Lode bears North 77 degrees 20' East 121 feet distant running from the point of commencement North 83 degrees 30'; West 87 feet to the southwest corner; thence North 4 degrees 30' East 97 feet to the northwest corner; thence South 83 degrees, 30' East 87 feet to the northeast corner; thence South 4 degrees 30' West 97 feet to the place of beginning.</p> <p>A parcel of ground described as: Commenced at the southeast corner of the Capitol Lode and running thence South 62 degrees 10' West 59.2 feet along the south end line of the Capitol Lode; thence South 86 degrees West 37.8 feet to the southwest corner of the Grantz lot; thence North 4 degrees, 30' West 119 feet to the south side line of the Lady Washington Lode; thence along the south side line of the Lady Washington Lode South 76 degrees East 75 feet to the south east corner of the Lady Washington Lode; thence North 44 feet along the west end line of the Lady Washington Lode; thence South 13 degrees 30' East 131.5 feet to the south east corner of the Capitol Lode and the place of beginning.</p> <p>A parcel of ground described as: Commencing at the north west corner on the south side line of the Lade Washington Lode from which the intersection of the west side line of the Capitol Lode and south side line of the Lady Washington Lode bears North 76 degrees West 81.5 feet distant running from said north west corner South 76 degrees East 52 feet along the south side line of the Lady Washington Lode; thence South 11 degrees 45' West 51 feet; thence North 87 degrees 15' West 50 feet; thence North 11 degrees 45' East 65 feet to the north west corner and place of beginning.</p> <p>A parcel of ground described as: Commencing at the north west corner of the Lot from which the intersection of the west side line of the Capitol Lode and the south side line of the Lady Washington Lode bears North 76 degrees West 133.5 feet distant running from said north west corner South 76 degrees East 59 feet to the north east corner; thence South 4 degrees 30' West 37 feet to the south east corner; thence,</p>

MS No.	PRN	Claim Name	Comments
			<p>North 87 degrees 15' West 58 feet to the southwest corner; thence North 4 degrees 30' East 51 feet to the place of beginning.</p> <p>A parcel of ground described as: Commencing at a point on the west side line of the Capitol Lode from which corner number 2 the south west corner bears South 13 degrees 20' East 186 feet distant running thence along the west side line of the Capitol Lode North 13 degrees 30' West 90 feet to the intersection of the south side line of the Lade Washington Lode; thence South 76 degrees East 81.5 feet along the south side line of the Lade Washington Lode; thence South 11 degrees 45' West 65 feet; thence North 78 degrees 15' West 60 feet along the north line of J. Rochford's lot to the place of beginning.</p>
293	A915	WALLACE FRACTION	
295	B107	FLORA MC DONALD	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within Flora Mc Donald as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2005-00010; 2003-8399 and 2003-6062.</p> <p>A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and</p> <p>A portion of which is included within the plat of the Yates Subdivision Plat Document Number 2005-8217.</p>
297	A916	EMMA	
318	B108	EUREKA	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Eureka as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.</p>
325	A917	INDEPENDENCE	
337	B109	ENTERPRISE	<p>A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and</p> <p>A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.</p>
339	B110	KATAHDIN	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Kathadin as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.</p>
341	A918	ELLA	
353	B112	NUN SUCH	

MS No.	PRN	Claim Name	Comments
354	B113	SULA	<p>Excluding therefrom that portion of the Sula, MS 354 the surface of which is described as follows:</p> <p style="padding-left: 40px;">Lots 1 thru 6, Block 6 and All of Block 7, Sunnyside Addition which Block 7 is a subdivision of the Sula Lode but is an unnumbered area designated on the Cricks Map of the City of Lead lying between 3rd Street and Prospect Avenue.</p>
370	B114	HIAWATHA	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
371	A919	LITTLE MAUD	
374	B115	LEAD CITY LODGE	
375	A920	GOLDEN WEDGE	
381	A921	BANNER	
382	A922	TREASURE TROVE	
395	B116	KING SOLOMAN	
400	B117	UNION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Union as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds in book 323 at page 350 and as Document Numbers 2005-00010; 2003-8399 and 82-5526.
418	A923	BLAIN	
422	A924	BADGER	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
467	A925	ROSETTA	
475	A926	LONE STAR	
476	A927	ELLETHEA NEVADA CONS	
481	A928	SEG. OLD ABE	
487	A929	ELEPHANT LODGE	
511	A930	SEGREGATED I X L	
512	B118	MOULTON	
514	B119	CROWN POINT	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
515	A931	MORNING GLORY	
521	A932	FLOWER OF THE HILLS	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
534	B124	PLACER 534	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
549	B125	BELLVILLE	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
550	B126	BAXTER	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
582	A933	GORDON	
613	A934	HIGH LODGE EXTENSION	

MS No.	PRN	Claim Name	Comments
617	A935	GOLCONDA	
693	B130	BALTIMORE	<p>Excluding therefrom that portion of the Baltimore, MS 693 the surface of which is described as follows:</p> <p>Lots 1 thru 8, Block 1, Fuller's Addition; Lots 1 thru 6, Block 2, Fuller's Addition; Lots 1 and 22, Block 3, Arlington Heights Addition; and That part of the Black Hills & Fort Pierre Railroad right of way running over and across the Baltimore Lode patented mining claim, all as shown on the Crick's Map of the City of Lead.</p>
717	A936	PLUMA LODGE	
718	A937	BLUE STAR	
719	A938	OELLA	
720	A939	TENBROECK	
723	B132	COMET	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
733	B133	PLACERS NO. 1 THRU 7	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within Placer No. 1 thru 7 as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2003-7701 and 2003-7878.
734	A940	GRAND DEPOSIT	
740	B134	SOUTH STAR	
741	B135	ACME	
742	B136	SCOTTY	
743	B137	BOUNCING BOY	
744	B138	BLOCK	
745	B139	FRACKELTON	
753	A941	LARK-LODE	
754	B140	ST. JAMES	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
756	B141	KAISER	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Kaiser as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
758	B142	SHEKELL & ESTES PLACER	<p>A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217; and</p> <p>The unplatted portion of the Shekell-Estes Placer; Sub-Lots A, B and C of Lot Three; Sub-Lots A and B of Lot 6; Lots 8, 9, 10 and 11, of Block A and Lots 1, 2, 3, and 4 of Block B of the Subdivision of the Shekell and Estes Placer Claim, MS 758 as shown on that certain plat recorded in Plat Book 1 at Page 217.</p>
767	B143	SULPHUR	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
798	A943	EXCELSIOR FR.	

MS No.	PRN	Claim Name	Comments
798	A942	GOLDEN DREAM	
799	B145	HAROLD	
799	B146	MATTIE	
841	B148	MICHIGAN	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
842	B149	ROCHESTER EXTENSION	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
843	A944	ANTE TYPE	
844	B150	EAGLE	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
863	A945	COLUMBUS	
864	A946	COLUMBUS NO. 2	
879	B152	ECHO	
883	B153	CHICAGO	
889	A947	COOPER FRACTION	
892	A948	CENTENNIAL PLACER	<p>All of the unplatted portion of the Centennial Placer; and the following platted portions of the Town of Central City encompassed within said claim:</p> <p>The Louis Wibner Tract as designated on the Polley map of Central City, as shown on the plat recorded in the Lawrence County Register of Deeds Office in Plat Book 1 at Page 279 and more particularly described as commencing at a point from which Corner No. 17 of MS 892 Centennial Placer bears South 75 degrees 30' East 158 feet; thence South 6 degrees 30' East 55 feet; thence South 87 degrees West 86 feet; thence North 19 degrees West 30 feet; thence North 74 degrees 30' East 93 feet to the place of beginning; being 3,952 square feet, more or less, in Central City, South Dakota.</p> <p>Lots 20, 28 and 29, Block 2 of the Town of Central City, according to the official plat of the Town;</p> <p>Tract H of the Town of Central City as shown on that certain plat recorded in the Office of the Lawrence County Register of Deeds as Document Number 99-847;</p> <p>Lot C, Lot D and Alpine Street, Block 5 of the town of Central City as shown on that certain plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document 2002-5865;</p> <p>A parcel of ground Corner 1 of which bears South 26 degrees 57' West 92 feet from Corner 33 of the Centennial Placer and running thence West 86 Degrees 18' East 102 feet to Corner 2; thence South 7 degrees 43' West 73 feet to Corner 3; thence North 82 degrees 17' West 100 feet to Corner 4; thence North 7 degrees 43' East 53 feet to Corner 1, the place of beginning as shown on Homestake Mining Company drawing A-1-266.</p>

MS No.	PRN	Claim Name	Comments
			<p>The Bertilino Tract of the Town of Central City;</p> <p>Lot 4 of Block 6 of the Town of Central City; and</p> <p>Lot A and Lot B, a subdivision of Tract A of Mineral Survey 714 and Mineral Survey 892 and also known as Lots 6, 7, 8, and 9 of Block 6 of the Town of Central City and being more particularly described on that certain plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document Number 96-3677.</p>
918	B154	CORBUTT	
950	A949	ALICE	
965	A950	AMELIA	
969	B163	OLD TIMES	
982	A951	CLARA NO. 2	
983	A952	HERCULES	
985	A953	GOLDEN CROWN	
998	A954	CALIO FR.	
1003	B169	BRUNETT	
1003	B170	IOWA	
1005	B171	DIAMOND	
1006	A959	ALMEDA	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1007	B172	VIOLA	
1008	A960	CASSELS FRACTION	
1011	A961	GRAND PRIZE	
1012	A962	AETNA FR.	
1017	B173	HIAWATHA FRACTION	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1018	A963	ORO FINO	
1018	A964	WILLIE	
1020	B174	BIG HORN	
1026	B175	SUMMIT	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1034	A965	CLARA NO. 1	
1036	B176	PALESTINE	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1044	B177	BELCHER FR.	
1047	A966	REDDY	
1049	B178	HARRISON	
1050	B179	JINGO	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Jingo as described in the deed recorded in the Office of the Lawrence County Register of Deeds in book 323 at page 350.

MS No.	PRN	Claim Name	Comments
1050	B180	MARION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Marion as described in the deed recorded in the Office of the Lawrence County Register of Deeds in book 323 at page 350.
1051	B181	COMSTOCK NO. 1	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1051	B182	COMSTOCK NO. 2	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1051	B183	TRANVAAL	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1053	A967	CENTRE FRACTION	
1055	B184	BUMBLE BEE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Bumble Bee as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495.
1056	B185	HIDDEN FORTUNE NO. 2	
1056	B186	HOODLEBUG FR.	
1056	B187	MARVINE	
1056	B188	SWAMP EAGLE	
1057	B189	GOLDEN SUMMIT	
1059	B190	RUFUS FR.	
1066	B191	AMERICAN EAGLE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1066	B192	MAGGIE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1066	B193	PRATT	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1081	B194	AIKEN	
1081	B195	HILLTOP	
1082	B196	VICTOR	
1083	A968	SILVER KING	
1085	B197	CENTERVILLE	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1085	B198	COLORADO	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1085	B199	ELDORADO	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1085	B201	FOURTH OF JULY	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1085	B202	GENERAL HARRISON	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1085	B203	HOMESTAKE EXT. NO. 3	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1085	B204	LOST BONANZA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1085	B205	SEMINOLE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1085	B206	SHELBINA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1086	B210	LITTLE PITTSBURGH	
1088	A969	ETTA LODGE	
1088	A971	SHOEMAKER FR.	
1088	A970	SHOEMAKER LODGE	
1094	B215	BROOKLYN	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1094	B216	LONG ISLAND	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1094	B217	NATIONAL	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1094	B218	NEW YORK	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1094	B219	NORTH DAKOTA	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1094	B220	PROGRESSIVE	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1094	B221	SOUTH DAKOTA	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1096	B222	EUREKA	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Eureka as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1100	B224	SPRING	
1103	A972	POCAHONTAS FR.	
1108	A973	RED WARRIOR	
1115	A974	HOPE	
1116	B237	CLIFF	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1116	B238	CLIFF FR.	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1116	B239	COMSTOCK FR.	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1116	B240	GLUECK AUF	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1116	B241	GLUECK AUF NO. 1	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1118	B242	GARIBALDI	
1129	B243	MOULTON FR.	Excluding therefrom the following portion of the Moulton Fraction, MS 1129 A parcel of ground described as: Commencing at a point on the westerly boundary line of said Moulton Fraction 25 feet from the northwesterly corner thereof and thence running northerly along said boundary line to said northwesterly corner, being the southwest corner of the Moulton Lode, MS 512; thence easterly along the south line of said Moulton Lode to the westerly line of the Bald Mountain road (highway) being at the northeast corner of said Moulton Fraction; thence westerly to the place of beginning, being a triangular piece of ground off from the northerly side of said Fraction with its base at the westerly boundary line 25 feet in width and running to a point at said northwest corner of said Moulton Fraction and Bald Mountain road.
1130	A975	SANTA CRUZ	
1138	B996	COPPER KING	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Copper King as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1138	B997	IRON BLOSSOM	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Iron Blossom as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1140	A976	ANDERSON	
1140	F043	HASTINGS FRACTION	
1143	A977	TAX TITLE	
1148	A978	FINANCIAL FRACTION	
1150	B248	GLUECK AUF NO. 2	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.

MS No.	PRN	Claim Name	Comments
1150	B249	GLUECK AUF NO. 3	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1154	B250	GERTIE NO. 1	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1154	B251	GERTIE NO. 2	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1155	A979	ADDIE	
1156	B252	ETHAN ALLEN	
1156	B253	WORCESTER	
1161	F036	KNOB	
1161	F035	WILD DOG	
1163	A980	ST. PATRICK	
1164	B254	BLACK FALLS	
1164	B255	DAVIES	
1164	B256	LAIRD	
1164	A981	MC PHILLAMEY FR.	
1164	B257	ROB RANTER	
1164	B258	STONE LAW	
1171	B261	LITTLE MISSOURI FRACTION	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Little Missouri Fraction as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2005-00010 and 2003-8399; and</p> <p>"Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and</p> <p>A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.</p>
1174	B262	UNIVERSAL	
1190	B263	NO GOOD	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the No Good as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-6062; and</p> <p>A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document No. 2005-7331.</p>
1191	B264	EROBUS	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1191	B266	PALMER	<p>Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and</p> <p>A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.</p>
1191	B265	PANIC	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.

MS No.	PRN	Claim Name	Comments
1196	B267	ODIN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Odin as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1196	B268	ODIN FR.	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1196	B269	ODIN FR. NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1196	B270	SHARON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Sharon as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1202	A982	GOLD RUN	
1220	B273	HUMBOLDT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Humboldt as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1220	B274	NANSEN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Nansen as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1240	B285	JESSIE JAMES	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Jessie James as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1241	B286	ALBERT FR.	
1242	B287	DAKOTA	
1242	B288	MONTANA	
1242	B289	WYOMING	
1243	B290	CEDAR	
1244	A984	LADY WASHINGTON	
1245	B291	BELLAMY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Bellamy as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

MS No.	PRN	Claim Name	Comments
1245	B292	CONFIDENCE NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Confidence No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B293	CONFIDENCE NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Confidence No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B294	DALCOATH	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Dalcoath as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B295	MISSISSIPPI	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mississippi as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B296	PICK HANDLE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Pick Handle as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B297	ST PAUL	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the St Paul as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B298	STEAD	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Stead as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B299	STEAD NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Stead No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B301	STEAD NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Stead No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1245	B302	STEAD NO. 3	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Stead No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

MS No.	PRN	Claim Name	Comments
1245	B303	THALSTON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Thalston as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1255	A985	GRANT EXTENSION	
1275	B314	CREEDE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Creede as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1275	B315	CROWN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Crown as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1275	B316	MOUND	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mound as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1277	B317	DRAIN	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1277	B318	LAME DEER	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1277	B319	LAME DEER NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1281	B320	ADAM	
1281	B321	ADAM FR.	
1281	B322	IDLE WILD FR.	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1281	B323	MARIETTA	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1281	B324	PARK	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1281	B325	YANKEE BOY FR.	
1284	B330	CLEVELAND	
1284	B331	GARFIELD	
1284	B332	LOCKPORT	
1285	B333	BON TON	
1285	B334	DENNIE AUSTIN	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.

MS No.	PRN	Claim Name	Comments
1285	B335	ST. MARGARET	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1285	B336	WALL STREET	
1293	B346	DAKOTA	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1295	B347	HUNTER	
1303	B348	JENT	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1303	B349	LOIDY	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1303	B350	SLAVONIA	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1303	B351	SLAVONIA NO. 2	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1303	B352	SLAVONIA NO. 3	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1304	B353	SHEKELL	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1305	B354	AMADORE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Jingo as described in the deed recorded in the Office of the Lawrence County Register of Deeds in book 323 at page 350 and Document Number 82-5526.
1306	B355	ATLANTIC	
1309	B356	DEVONSHIRE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Devonshire as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1311	B357	CONGRESSIONAL	
1311	B358	CONGRESSIONAL FR.	
1312	B359	BIG SILFER	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1312	B360	GLEN GARRY	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1313	B361	HORNET	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Hornet as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1316	A986	ROME	
1317	B362	BOW VALLEY	
1317	B363	IDA	
1317	B364	KANSAS	

MS No.	PRN	Claim Name	Comments
1318	C003	GROUND HOG	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1318	C004	RUSTLER	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Rustler as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1319	B365	PEACEMAKER FR.	An undivided 10% interest in the Peacemaker Fr.
1320	B366	BLACK DUGLES	
1320	B367	BOTTA	
1320	B368	CRISPI	
1320	B369	CRISPI NO. 1	
1320	B370	CRISPI NO. 2	
1320	A987	MAGGIE LOUTHER	
1320	B371	MAGGIE LOUTHER FR.	
1320	B372	RABBIT FOOT	
1320	B375	RABBIT FOOT FR.	
1320	B373	RABBIT FOOT NO. 3	
1320	B374	RABBIT FOOT NO. 4	
1324	B376	BROWNIE	
1324	B377	BROWNIE NO. 2	
1324	B378	BROWNIE NO. 3	
1324	E596	BROWNIE NO. 4	
1324	E597	BROWNIE NO. 5	
1324	E598	BROWNIE NO. 6	
1324	E599	DAKOTA	
1324	B379	HILL PLACER	
1324	E604	MONTEZUMA	
1324	E601	OLD LOUT	
1324	E602	SPIEGEL NO. 1	
1324	E603	SPIEGEL NO. 2	
1325	A988	GOLDSTROM	
1325	A989	GOLDSTROM NO. 2	
1326	B380	ROYAL	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1326	B381	ROYAL CHARLIE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1327	B382	DAKOTA EAST	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.

MS No.	PRN	Claim Name	Comments
1328	B383	DAKOTA WEST	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1331	B384	KAUTZ	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Kautz as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1331	B385	LITTLE GIRL NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Little Girl No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1331	B386	LITTLE GIRL NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Little Girl No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1331	B387	LITTLE GIRL NO. 3	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Little Girl No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1331	B388	LITTLE GIRL NO. 4	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Little Girl No. 4 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1336	B393	ADVANCE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Advance as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1336	B394	BENTON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Benton as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1336	B395	BENTON FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Benton Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1336	B396	BIG HORN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Big Horn as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

MS No.	PRN	Claim Name	Comments
1336	B397	ROSEBUD	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Rosebud as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1337	B399	TRANSIT NO. 2	
1337	B398	TRANSIT NO. 1	
1337	B401	VALENTINE NO. 1	
1337	B402	VALENTINE NO. 2	
1338	B403	BOLDER	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1338	B404	CICERO FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Cicero Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1338	B405	IRON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Iron as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1338	B406	JEFFERSON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Jefferson as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1338	B407	PROSPERITY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Prosperity as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2005-00010 and 2003-6062; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1343	A990	RENO	
1344	A991	HIGH	
1345	A992	MONO	
1346	A993	PAYMASTER	
1346	A994	ROYAL	
1347	B408	QUEEN OF OCCIDENT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Queen of Occident as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

MS No.	PRN	Claim Name	Comments
1348	B409	WALTHAM	
1350	B411	HILL	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Hill as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1350	B412	MOUNTAIN LION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mountain Lion as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1350	B413	MOUNTAIN LION NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mountain Lion No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1350	B414	MOUNTAIN LION NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mountain Lion No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1350	B415	MOUNTAIN LION NO. 3	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mountain Lion No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1350	B416	MOUNTAIN LION NO. 4	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mountain Lion No. 4 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1350	B417	MOUNTAIN LION NO. 5	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mountain Lion No. 5 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1350	B418	MOUNTAIN LION NO. 7	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mountain Lion No. 7 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1350	B419	MOUNTAIN LION NO. 8	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mountain Lion No. 8 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

MS No.	PRN	Claim Name	Comments
1350	B420	SUMIT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Sumit as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1351	B421	MLINARICH	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mlinarich as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-8399; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1351	B422	WHITEWOOD FR.	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mlinarich as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-8399; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1357	B423	SCHLEY	
1358	B424	AMERICAN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the American as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1358	B425	COLUMBIA	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Columbia as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1358	B426	UNION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Union as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1359	B427	ADAMSON	
1363	A995	MARKHAM	
1363	A996	MARY	
1363	A997	SANDBERG	
1367	B430	GOLD BUTTON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Gold Button as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

MS No.	PRN	Claim Name	Comments
1367	B431	PAXTON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Paxton as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1367	B432	ST. LOUIS	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the St. Louis as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1367	B433	ST. LOUIS FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the St. Louis Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1369	A998	BUTCHER BOY	
1375	B434	BIRDIE FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Birdie Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1375	B435	OLIVE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Olive as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1375	B436	PAULINE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Pauline as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1375	B437	PAULINE FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Pauline Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1379	B001	BINGHAM	
1379	B002	BINGHAM FRACTION	
1389	B438	LUCKY	
1389	B439	LUCKY NO. 1	
1389	B440	LUCKY NO. 2	
1389	B441	LUCKY NO. 3	
1389	B442	SPRINGER FR.	
1395	B443	ROSEBUD FR.	

MS No.	PRN	Claim Name	Comments
1400	B444	ORPHAN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Orphan as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1403	B445	BLACK BIRD	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1403	B446	KLONDYKE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1405	B447	TOMAHAWK	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1410	B003	HIGHLAND MARY FR.	
1410	B004	KLONDYKE FR.	
1410	B005	MASTADON	
1410	B006	NOMIAD	
1410	B007	PINETREE	
1410	B008	YUKON FRACTION	
1414	B458	DOUBLE STANDARD NO 2	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Double Standard No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04833.</p> <p>A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.</p>
1414	B459	HIRD	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Hird as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04833; and</p> <p>A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.</p>
1414	B460	MAY	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the May as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04833; and</p> <p>A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.</p>

MS No.	PRN	Claim Name	Comments
1414	B461	RAINY DAY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Rainy Day as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04833; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1414	B462	STANLEY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Stanley as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04833; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1414	B463	TERROR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Terror as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04833; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1416	B009	MONO FRACTION	
1418	F296	CEMETERY	That portion of the Cemetery more particularly described as Lot 1 as shown on Plat Document number 92-4820.
1422	B010	CORNUCOPIA FR.	
1423	B011	HIGH FRACTION	
1424	B464	TWO STRIKE	
1430	B012	BROAD GAUGE	
1430	B013	HELL GULCH	
1430	B014	NARROW GAUGE	
1432	??????	RAILROAD FR.	
1441	B015	BIG DEPOSIT	
1441	B016	BIG DEPOSIT #2	
1441	B017	GAYVILLE	
1441	B018	GOLDSTROM FRACTION	
1441	B019	HARMON	
1441	B020	SKOKUM	
1443	B465	ANNA NO. 1	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1443	B466	ANNA NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1443	B467	ANNA NO. 3	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1444	B468	INDEPENDENT	Excluding therefrom the following portion of the

MS No.	PRN	Claim Name	Comments
			Independent, MS 1444 A parcel of ground described as: Beginning at Corner No. 1, identical with Corner No. 5 of the Independent Lode, MS 1444 and Corner No. 9 of the Cemetery Lode, MS 1418, and iron post projecting about 12 inches above the ground, stamped 5 1-1444 on one side and 96-1418 on the other; thence North 66 degrees 08' West 10.5 feet to Corner No. 2; thence North 0 degrees 17' 50" West 96.38 feet to Corner No. 3; thence North 25 degrees 39' East 32.78 feet to Corner No. 4; thence South 69 degrees 16' 40" East 86.56 feet to Corner No. 5; thence South 14 degrees 31' 20" West 62.21 feet to Corner No. 6; thence South 60 degrees 30' West 79.8 feet to the place of beginning.
1450	B469	EMERALD	
1450	B470	GOLDEN CROWN FR.	
1450	B471	OLD VIRGINIA	
1463	B475	ALIDA NO. 1	
1463	B476	ALIDA NO. 2	
1463	B477	ALIDA NO. 3	
1463	B478	ALIDA NO. 4	
1465	B021	P.A.H. FRACTION	
1466	B479	SQUARE	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1467	F297	CEMETARY LODGE NO. 2	That portion of the Cemetery Lode No. 2 more particularly described as Lot 1 as shown as Plat Document Number 92-4821.
1471	B481	POKONO	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1471	B482	POKONO NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1482	B022	CHAMPION	
1482	B023	DING DONG	
1482	B024	PROVIDENCE	
1490	G607	BEAVER	
1490	G604	MINK	
1490	G608	OTTER	
1496	B483	ATLANTIC	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1496	B484	COOPER	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1496	B485	LAURA CLARE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1496	B486	PACIFIC NO. 1	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1500	B492	BEN LOMAN	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1500	B487	DEWEY	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1500	B488	DEWEY NO. 1	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1500	B489	DEWEY NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1500	B490	HOBSON	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1500	B491	VIRGINIA FRACTION	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1508	B493	ECHO FR.	
1508	B495	MONTANA	
1508	B494	SPRING FR.	
1512	B496	DUBROONIK	
1513	B497	JENNIE LOGAN	
1518	B498	HILL & GULCH PLACER NO. 17	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within Hill & Gulch Placer No. 17 as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 99-1146 and 99-1546.
1521	B504	GRIER	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Grier as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1521	B505	MARION NO. 1	
1521	B506	ROBERT CALVIN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Robert Calvin as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1521	B507	ROBERT CALVIN NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Robert Calvin No. 1 as described in the deeds recorded in the Office of the Lawrence County Register of Deeds in book 323 at page 350 and as Document Numbers 82-5526 and 2005-00010.
1521	B508	ROBERT CALVIN NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Robert Calvin No. 2 as described in the deeds recorded in the Office of the Lawrence County Register of Deeds in book 323 at page 350 as Document Numbers 82-5526 and 2005-00010.

MS No.	PRN	Claim Name	Comments
1521	B509	ROBERT CALVIN NO. 4	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Robert Calvin No. 4 as described in the deeds recorded in the Office of the Lawrence County Register of Deeds in book 323 at page 350 and as Document Numbers 82-5526 and 2005-00010.
1521	B510	SPRINGVILLE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Springville as described in the deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 82-5526 and 2005-00010.
1522	B511	FIRST CHANCE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the First Chance as described in the deeds recorded in the Office of the Lawrence County Register of Deeds in book 323 at page 350 and as Document Number 2005-00010.
1523	B026	GOLD KEY FRACTION	
1524	B028	SCAPEGOAT	
1524	B297	ST. PAUL	
1530	B512	MILFORD	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Milford as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-1495.
1530	B513	PLYMOUTH FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Plymouth Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1530	B514	VERNON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Vernon as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495.
1530	B515	VERNON NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Vernon No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495.
1530	B516	VERNON NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Vernon No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

MS No.	PRN	Claim Name	Comments
1530	B517	VERNON NO. 3	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Vernon No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1538	B029	COPPER QUEEN	
1538	B030	COPPER QUEEN NO. 2	
1538	B031	GRANT JR.	
1538	B032	SHERIDAN	
1538	B033	SHERMAN JR.	
1541	B518	DEVONSHIRE NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Devonshire No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1541	B519	ETTA	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Etta as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1541	B520	ROCKY BAR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Rocky Bar as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1542	B521	DEUBROVNIK	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1542	B523	LITTLE ROSA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1542	B522	MONDAY	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1542	B524	WOODSTOCK NO. 1	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1542	B525	WOODSTOCK NO. 3	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1542	B526	WOODSTOCK NO. 5	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1543	B527	ORO	
1544	E805	MS 1544 (CHEYENNE)	
1545	B528	EMILY	
1549	B529	EMMA FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Emma Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.

MS No.	PRN	Claim Name	Comments
1549	B530	WASP NO. 3	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Wasp No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1554	B531	POTOMAC	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1554	B532	TORPEDO	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1555	B533	BEAR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Bear as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B534	BEAVER	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Beaver as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B536	CARN FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Carn Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B535	CARN MARTH	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Carn Marth as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B537	DRUID	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Druid as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B538	ELLIS	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ellis as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B539	GOLDEN FLAKE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Golden Flake as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.

MS No.	PRN	Claim Name	Comments
1555	B540	GRUMPY FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Grumpy Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B541	HARROLD	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Harrold as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B542	LONE STAR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Lone Star as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1555	B543	LOTTIE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Lottie as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B544	MORNING STAR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Morning Star as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B545	PINE FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Pine Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B546	RED	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Red as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1555	B548	WILDCAT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Wildcat as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1556	B549	ANACONDA	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Anaconda as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 91-1642; Lot 5 and 2005-01495.

MS No.	PRN	Claim Name	Comments
1556	B550	HIDDEN TREASURE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Hidden Treasure as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495.
1556	B551	MT. PLEASANT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mt. Pleasant as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 91-1397.
1557	B552	ALMA FRACTION	
1557	B553	DAISY FR. NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Daisy Fraction No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1557	B554	DONELSON FRACTION	
1557	B555	FLAT IRON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Flat Iron as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495.
1557	B556	FLYING JIB	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Flying Jib as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 91-1397 and 2005-01495.
1557	B557	FRANKLIN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Franklin as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 91-1397 and 2001-01495.
1557	B558	MARKET	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Market as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 91-1397 and 2001-01495.
1557	B559	MINNIE FRACTION	
1557	B560	VERTICAL FRACTION	
1557	B561	WASP NO. 2	

MS No.	PRN	Claim Name	Comments
1559	B562	INDEPENDENT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Independent as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 91-1397 and 2003-5687.
1559	B563	INDEPENDENT FR.	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Independent Fr. as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 91-1397 and 2003-5687.
1570	B564	COMSTOCK	
1570	B565	COMSTOCK FR.	
1570	B566	YELLOW JACKET FR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Yellow Jacket Fr. as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1571	B567	ELDORADO	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1571	B568	POKONO NO. 3	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1573	B569	AETNA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1573	B570	PHOENIX	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1574	G615	DIVIDE NO. 1 LODGE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1574	G618	DIVIDE NO. 4 LODGE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1579	B571	BLACK HILLS EAGLE 1	
1579	B572	BLACK HILLS EAGLE 2	
1579	B573	BLACK HILLS EAGLE 3	
1579	B574	MATEY MAE FR.	
1583	B576	COWBOY NO. 1	
1583	B577	GENERAL JACKSON	
1588	B578	BOX	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1588	B579	HARDUP	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1588	B580	KEY	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1588	B581	PERHAPS	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1588	B582	POSSIBLE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1588	B583	THANKSGIVING	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1589	B584	MAJESTIC	
1595	B591	GLUECK AUF NO. 5	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1595	B590	GLUECK AUF NO.4	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1597	B592	GOLDEN EAGLE	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1598	B593	BELCHER	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1598	B594	BULLION	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1598	B595	COMSTOCK	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Comstock as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1598	B596	DOLPHIN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Dolphin as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1598	B597	OPHIR	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1598	B597	OPHIR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ophir as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04352.
1598	B598	TIGER	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Tiger as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1598	B599	WHALE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Whale as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04352; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1608	B034	BOBTAIL NO. 1	
1608	B035	BOBTAIL NO. 2	
1610	B603	ZADAR	<p>Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Zadar as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495; and</p> <p>A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.</p>
1611	B604	ATLANTIS	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Atlantis as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B605	AUNT SALLY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Aunt Sally as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B622	AVERILL	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Averill as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B606	BERGEN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Bergen as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B607	BERGEN FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Bergen Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B623	CHARLIE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Charlie as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B608	GOLD STANDARD	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Gold Standard as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.

MS No.	PRN	Claim Name	Comments
1611	B624	HANNIBAL	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Hannibal as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B609	HAVANA NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Havana No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B610	HAVANA NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Havana No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B611	IDAHO FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Idaho Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B625	JIM PUT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Jim Put as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B612	JIMMIE L NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Jimmie L. No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B613	JIMMIE L NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Jimmie L No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B614	JIMMIE L NO. 4	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Jimmie L No. 4 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B615	KANSAS CITY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Kansas City as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.

MS No.	PRN	Claim Name	Comments
1611	B626	LAST CHANCE FR.	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Last Chance Fr. as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B616	LIME KILN	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Lime Klin as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B617	LULU	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Lulu as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B618	MASCOT	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mascot as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B619	MASCOT FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mascot Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B627	MONITOR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Monitor as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B628	NANCY HANKS	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Nancy Hanks as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B629	OPHIR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ophir as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B630	TAYLOR	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Taylor as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611	B631	TENNIS	
1611	B621	WELCOME FR NO 2	

MS No.	PRN	Claim Name	Comments
1611	B620	WELCOME FR. NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Welcome Fr. No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1611		WELCOME FR. NO. 3??	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Welcome Fr. No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1615	B634	BONANZA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1615	B635	BONANZA NO. 3	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1615	B636	BONANZA NO. 4	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1618	B644	AMANDA FRACTION	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1618	B645	KENO	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1618	B646	MAY FRACTION	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1618	B647	OLD BRILLIANT	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1618	B648	OLD BRILLIANT NO. 1	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1618	B649	WHITE WOLF	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.

MS No.	PRN	Claim Name	Comments
1625	B650	KIRK NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Kirk No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1629	B651	BIRDIE FRACTION	
1629	B652	EDWARD	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Edward as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495.
1629	B653	PINE TAP	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Pine Tap as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1633	B654	LUCK	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1634	B655	COLUMBUS	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1634	B656	MADGE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1634	B657	ROMAN	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1634	B658	SAFETY	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1635	B662	BESSIE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1635	B663	HELENA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1635	B659	HELLENA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1635	B660	LITTLE NELLIE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1635	B661	O.K.	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1635	B664	ORDON	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1638	B036	GOLD STANDARD FR.	
1641	B665	EXTRA	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Extra as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

MS No.	PRN	Claim Name	Comments
1641	B666	GOLDEN STANDARD	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Golden Standard as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1641	B667	GOTHAM NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Gotham No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1641	B668	INDISPENSIBLE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Indispensible as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1641	B669	MELBOURNE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Melbourne as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1641	B670	SOUTH HIGHLAND	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the South Highland as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1641	B671	SOUTH HOMESTAKE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the South Homestake as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1641	B672	SWEDE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Swede as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1641	B673	TURNPIKE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Turnpike as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1641	B674	WATER SUPPLY	
1650	B677	MONTE CARLO	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1660	B688	WOODSTOCK NO. 6	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1660	B689	WOODSTOCK NO. 8	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1660	B690	WOODSTOCK NO. 9	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1662	B037	GOLD BELT	
1662	B038	SPOKANE	
1663	B691	MICHIGAN	
1664	B692	BOSTON FR.	
1679	B039	CAVOUR	
1679	B751	SIERRA MADRE NO 1	
1679	B750	SIERRA MADRE NO. 2	
1680	B754	BIG FOOT LODE	
1680	B755	LUCKNOW	
1686	B040	CLARA LODE	
1686	B042	SOUTH DAKOTA FR.	
1686	B041	SOUTH DAKOTA LODE	
1688	B760	BESSIE	
1688	B043	DALTON NO. 2	
1688	B761	DALTON NO. 3	
1688	B044	ELEPHANT	
1688	B045	GILBERT	
1688	B046	ILTIS	
1688	B047	JUMBO	
1688	B048	MAGGIE	
1688	B049	SUNSET	
1688	B762	TRIANGLE FR.	
1688	B050	WORLD'S FAIR	
1689	B764	OSCAR	
1692	B766	BOXER	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1694	B767	HALLEDON	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1694	B768	MONUMENT	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1694	B769	STAR	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1694	B770	WHITE FLAG	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1698	B771	CENTRAL CITY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Central City as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-7878.

MS No.	PRN	Claim Name	Comments
1698	B772	CENTRAL CITY NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Central City No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-7878.
1700	B774	BOSTON	
1714	B051	SARPY NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Sarpy No. 2 as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 99-1546 and 2001-3548.
1717	B778	ARCHIBALD NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Archibald No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1717	B779	ARCHIBALD NO. 4	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Archibald No. 4 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1717	B777	CATCH CAN FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Catch Can Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1717	E538	COLUMBIA	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Columbia as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1717	B775	GOLD MEDAL	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Gold Medal as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1717	B776	GOLD METAL FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Gold Metal Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
1719	B780	ANCHOR	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B781	DENVER	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B782	EVENING STAR	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1719	B783	GOLDEN	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B785	GOLDEN CROSS	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B786	GOLDEN CROW	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B787	GOLDEN CROWN NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B784	GREAT EASTERN	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B788	ISABELLA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B789	LIGHTNING PEAK	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B790	LOUISE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B791	MARCUS	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B792	MARCUS NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B793	MORNING STAR	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B794	PEORIA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1719	B795	YELLOWSTONE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1720	B798	BIG NELLIE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1720	B799	BONNIE FR.	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1720	B801	EUREKA FR.	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1720	B802	LITTLE NELLIE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1720	B796	NIAGARA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1720	B803	NIAGARA NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1720	B797	SUMMIT	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1722	B804	HONEY BEE	
1727	B052	ERIN LODE	
1751	B815	HIBERNIA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1751	B816	LUCKY	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1752	B817	BELGRADE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1752	B818	LINCOLN	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1752	B819	SERVIA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1753	B820	DIVIDE NO. 5A LODE	A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1753	B821	DUBBLE TRIANGLE	A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1753	B822	HARTFORD FR.	A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1753	B823	HARTFORD FR. NO. 2	A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1753	B824	SNOWBIRD	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1753	B825	WILD GOOSE	A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1759	B844	BURGHI	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Burghi as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495.
1759	B845	BURGHI NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Burghi No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1761	B053	GOLDEN GATE FR.	
1762	B846	MICKEY FREE	
1763	B847	BELLVILLE	A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1765	B848	SUNSHINE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1766	B849	KICKAPOO FRACTION	
1766	B850	WASP	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Wasp as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-01495.
1767	B851	CALIFORNIA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1767	B852	ST JOHN	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1772	B853	DUMP	

MS No.	PRN	Claim Name	Comments
1772	B854	PANSY	
1773	B855	BONANZA	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1773	B856	DEADBEAT FR.	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1773	B857	GOLDEN SUNSET	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1775	B858	LAST CHANCE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Last Chance as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1775	B859	LAST CHANCE NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Last Chance No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1775	B860	LAST CHANCE NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Last Chance No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1775	B861	LAST CHANCE NO. 3	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Last Chance No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1775	B862	LAST CHANCE NO. 4	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Last Chance No. 4 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1775	B863	LAST CHANCE NO. 5	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Last Chance No. 5 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1783	B866	FORTUNA	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Fortuna as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04352; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1793	B867	LITTLE BLUE FR	
1796	B868	BOSTON NO. 1	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1796	B869	BOSTON NO. 2	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1796	E806	SURETHING LODGE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1805	B054	BERTA	
1805	B055	QUIRT	
1806	B870	BOGGIE	
1824	B877	STEMWINDER	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1832	B884	BANK	
1832	B885	BISMARCK	
1832	B890	BRYAN	
1832	B891	CANNON BALL	Including all rights and obligations reserved by Homestake in its prior conveyance of that certain surface parcel encompassed within the Cannon Ball as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-7531.
1832	B886	CANNON BALL NO. 1	
1832	B892	CANNON BALL NO. 3	Including all rights and obligations reserved by Homestake in its prior conveyance of that certain surface parcel encompassed within the Cannon Ball No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-7531.
1832	B887	CLARE	
1832	B888	CLARENCE	
1832	B893	CROW	
1832	B894	GLOBE FRACTION NO. 1	
1832	B895	GLOBE FRACTION NO. 2	
1832	B889	GREENSTONE	
1832	F146	REEF NO. 1	
1832	F147	SAMPSON	
1832	B897	STRETTO	
1846	B903	CORSO	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1846	B904	EAGLE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1847	B905	BOX ELDER FR.	
1847	B906	NESKOLEETAH	
1858	G610	ARKLAS LODGE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1858	G611	BIG 4 FR. LODGE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1859	G613	A.B. LODGE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
1859	G612	NON SUCH LODGE	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

MS No.	PRN	Claim Name	Comments
1866	B908	DEWEY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Dewey as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1866	B909	DEWEY FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Dewey Fraction as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 91-1397 and 2003-5687.
1868	B056	OLD BRIG FRACTION	
1874	B910	GROUND HOG NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B916	GROUND HOG NO. 10	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog No. 10 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B911	GROUND HOG NO. 3	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog No. 3 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B912	GROUND HOG NO. 6	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog No. 6 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B913	GROUND HOG NO. 7	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog No. 7 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B914	GROUND HOG NO. 8	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog No. 8 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B915	GROUND HOG NO. 9	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog No. 9 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.

MS No.	PRN	Claim Name	Comments
1874	B917	LITTLE GROUND HOG 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Little Ground Hog No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B918	PILGRIM	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Pilgrim as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B919	WIZARD NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Wizard No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1874	B920	WIZARD WEDGE	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Wizard Wedge as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1883	B921	UNO	Included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1885	B922	TEUTONIC	
1888	B923	CONNECTING	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Connecting as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2004-04352.
1897	B057	GENTLE ANNIE LODE	
1898	B058	PACTOLA LODE	
1909	B059	LUCKY BOY	
1913	B924	POWELL FRACTION	Included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331; and A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.
1927	B925	GOLD BUG NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Gold Bug No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1927	B926	GOLD BUG NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Gold Bug No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.

MS No.	PRN	Claim Name	Comments
1927	B927	GROUND HOG NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Ground Hog No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1927	B928	MORMON	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mormon as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1927	B929	MORMON NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Mormon No. 1 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 89-2912.
1929	B930	CALEDONIA EXTENSION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Caledonia Extension as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-7878.
1929	B931	DIAMOND KING	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Diamond King as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-7878.
1929	B932	GENERAL DEWEY	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the General Dewey as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-7878.
1929	B933	GODFREY FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Godfrey Fraction as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-7878.
1929	B934	LITTLE I.M. FRACTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Little I.M. Fraction as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2003-7878 and 94-5944.
1929	B935	NELSON NO. 1	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Nelson No. 1 as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2002-4752 and 2003-7878.

MS No.	PRN	Claim Name	Comments
1929	B936	NELSON NO. 2	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Nelson No. 2 as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-7878.
1929	B937	PROTECTION	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Protection as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2002-4752; 2003-7878; 2003-8599 and 2003-8600.
1933	B938	PROTECTION	
1950	B940	RAMBLER	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Rambler as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.
1950	B941	SUTRO	Including all rights and obligations reserved by Homestake in its prior conveyance of certain defined surface parcels encompassed within the Sutro as described in the deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687; and A portion of which is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331
1956	B942	AVERILL FR.	
1971	B060	BIG DEPOSIT #3	
1971	B061	SKOOKUM #2	
2055	B063	TOGO FR.	
2065	B956	EDWARD	
2065	B957	EDWARD NO. 1	
2076	B064	COLUMBUS FRACTION	
2078	E807	OLD JIM	
2122	B958	E.H.S.	That portion of the E.H.S. more particularly described as being portions of Lot 7 and 8, Block 1, Nisick Heights addition of the City of Lead.
954A	B067	CARRIE CHAMBERS	A portion of which is included within the plat of the Yates Subdivision; Plat Document Number 2005-8217.

The following Government Lots:

Township 4 North, Range 3 East

- Section 2: Lots 8, 9, 10, 11, 14, 15 and 16 (PRN G754)
 All of which Lots are included within the plat of the Grizzly Gulch Tract; Plat Document No. 2005-7331.
- Section 3: Lots 1 and 2 (PRN E808)
 All of which Lots are included within the plat of the Yates Subdivision; Plat Document No. 2005-8217.
- Lots 3, 4, 5, 6, 7, 8, 9, 10 and 19 (PRN G754 and E808)
 All of which Lots are included within the plat of the Grizzly Gulch Tract; Plat Document No. 2005-7331.
- Section 4: Lots 1, 2, 3, 5, 6, 8, 9, 10 and 12 (PRN E808)
 Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lots as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
- Lots 13 and 14 (PRN E808)
 All of which Lots are included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
- Lot 15 (PRN E808)
 Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.
- Lot 16 (PRN E808)
 Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2005-00010 and 2003-6062; and
- Such Lot is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.
- Section 9: Lots 1, 2, 3, 4, 5, 6, 11, 12, 13, 15, and 16 (PRN E808)
 Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lots as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.

Lot 17 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-00010.

Section 10: Lot 1 (PRN E808)

Such Lot is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

Lot 2 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-1495; and

Such Lot is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

Lot 3 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 91-1397.

Lot 4 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2005-1495.

Lot 7 (PRN E808)

Such Lot is included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

Lots 8 and 15 (PRN E808)

Lot 9 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.

Lot 10 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 91-1397 and 2003-5687.

Lot 11 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lot as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.

Lots 13, 16, 17, 18, 19, 20, 21 and 22 (PRN E808 and G754)

Such Lots are included within the plat of the Grizzly Gulch Tract; Plat Document Number 2005-7331.

Section 15: Lots 1, 3, 4, and 6 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lots as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687.

Township 5 North, Range 3 East

Section 27: Lots 1 and 6 (PRN G754)

Section 28: Lots 1 and 11 (PRN E808)

Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lots as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-7878.

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13 and 14 (PRN E808)

Section 29: Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12 (PRN E808)

Section 30: Lot 9 (PRN E808)

Section 32: Lots 1, 4, 5, 6, 7, 8, 9, 11, 12, 15, 16, 17, 18, 19, 20, and 21 (PRN E808)

Section 33: Lots 1, 2, 3, 4, 13, 14, 15, 16, 21, 22, 23, 24, 25, 28, 29 and 30 (PRN E808)

Lots 5, 6, 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, 26 and 27 (PRN E808)

Such Lots are included within the plat of the Yates Subdivision; Plat Document No. 2005-8217.

Section 34: Lot 3 (PRN E808)

Lots 4, 5, 6, 7, 12, 13, 14, 18 and 22 (PRN E808)

Such Lots are included within the plat of the Yates Subdivision; Plat Document
No. 2005-8217.

The following Tracts, Lots, and parcels of fee land located in the County:

Tract 72 located in Sections 10 and 15, Township 4 North, Range 3 East, including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lots as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687 (PRN E808).

Tract 73 located in Section 15, Township 4 North, Range 3 East, Including all rights and obligations reserved by Homestake in its prior conveyance of the surface of such Lots as described in that certain deed recorded in the Office of the Lawrence County Register of Deeds as Document Number 2003-5687 (PRN E808).

Lots 1 thru 5 being all of Wasp Tracts 1 & 2, all of Comstock Frac. M.S. 1570, Little Pittsburgh M.S. 1086, Minnie Frac., Flat Iron, Vertical Frac., Wasp No. 2, Donelson Frac. & Alma Frac, M.S. 1557, Little Blue M.S. 1793, Two Strike M.S. 1424, Dump & Pansy M.S. 1772, Akin & Hilltop M.S. 1081, Birdie & Edward M.S. 1629, Milford, Vernon & Vernon No. 1 M.S. 1530, Bumblebee M.S. 1055, Wasp & Kickapoo Frac. M.S. 1766, Hidden Treasure M.S. 1556, portions of Franklin, Flying Jib, & Market M.S. 1557, Mount Pleasant & Anaconda M.S. 1556, Burghi & Burghi No. 1 M.S. 1759, Zadar M.S. 1610, Yellow Jacket Frac., Comstock M.S. 1570, Sharon & Odin M.S. 1196, Hornett M.S. 1313, Wasp No. 3 M.S. 1549, All of Gov't Lots 1, 2, 3, 4, 5, 6 & 11 of Section 9 and all of Gov't Lot 15 of Section 10, a portion of Gov't Lot 13 of Section 4, portions of Gov't Lots 2, 3, 4 & 18 of Section 10, all located in the SW1/4 of Section 3, SE1/4 of Section 4, E1/2 of Section 9 & NW1/4 of Section 10, T4N, R3E, B.H.M., Lawrence County, South Dakota as shown on Plat Document Number 2005-1092.

The Grizzly Gulch Tract as shown on Plat Document Number 2005-7331

The NE/4SW/4 of Section 2, Township 4 North, Range 3 East (PRN G754)

The following parcels of land located within the City of Deadwood:

Tracts 1 and 2 located in Section 27 (PRN G759), Township 5 North, Range 3 East, City of Deadwood

School Lot Number 22 (PRN E671) of the City of Deadwood

Tracts A, B, B1, C and D of the McGovern Hill Addition to the City of Deadwood as shown on Plat Document Number 2003-4122 including all rights and obligations reserved by Homestake in its prior conveyance of the surface of Lots B and C as described in those certain deeds recorded in the Office of the Lawrence County Register of Deeds as Document Numbers 2003-5704 and 2003-5706 (PRN H611).

The following parcels of land located within the Town of Central City:

Lots 1 thru 26 of the Golden Gate Addition of the Town of Central City as shown on Plat
Document Number 99-1127

The following parcels of land located within the City of Lead:

Tracts A, B, C, D, E, and F of the Yates Subdivision of the City of Lead as shown on Plat Document Number 2005-8217

Tract A of the Original Townsite of Lead (PRN G492)

Tract B of the Original Townsite of Lead (PRN F097)

Tract C of the Original Townsite of Lead (PRN G490)

The following portions of Tract E of the Original Townsite of Lead (PRN G494):

A parcel of ground lying in the northwest corner of Lot 140, Block 18 of the City of Lead according to the Hopkins Plat being described as commencing on the north line of Julius Street at a point 67 feet and 3 inches westerly from the intersection of line 2-3 of the boundary of said Tract E with said north line of Julius Street; thence westerly along the north line of Julius Street to the east line of the Spring Lode mining claim, MS 1100; thence northerly (34.02 west) along the said east line of the Spring lode to the south line of Main Street; thence easterly along the south line of Main Street to its point of intersection with said line 2-3 of said Tract E; thence southerly in a straight line to the point of beginning. This parcel is also described as being a part of Lot 9, Block 30 according to the Mitchell Map and being that part of said Tract E lying north of Julius Street and west of and adjoining the land conveyed by Paul Jentges to John Kissack and

All that part of Lot 140, Block 18, Hopkins Plat of Lead city which is now a part of said Tract E and which lies south of Julius Street.

Tract 41 located in Section 32, Township 5 North, Range 3 East, City of Lead (PRN E808)

Over the passage of time the surface area encompassed within the boundaries of the City of Lead has been platted, re-platted and depicted on numerous maps of the City. Homestake has from time to time and since 1892 conveyed to third parties the surface estate of defined parcels of land within the City by either metes and bounds description of the relevant patented mining claim or by the then legal description of the surface lots as designated by the then official map of the City reserving for itself the mineral and underground rights to such parcels. By this Deed Homestake transfers to the Authority all such mineral and underground rights by its transfer of the mining claims, tracts, and government lots located within the City of Lead and hereby quitclaims to the Authority all of its reserved mineral and underground rights in and to certain defined surface parcels within the City of Lead which parcels are as of the Effective Date of this Deed described as follows.

ORIGINAL TOWN OF LEAD

SITUS	LEGAL DESCRIPTION
304 MILL	LOT 6 & PT OF LOT 7 BLK 8
306 MILL	S PT OF 7 AND ALL OF 8 BLK 8
310 MILL	LOT 9 BLK 8
314 MILL	LOT S REVISED BLK 8
110 E HILL	LOT 4 S/D OF LOTS 10 & 11 BLK 8 (MITCHELL MAP) AKA SE PT OF LOT 11 BLK 8
320 MILL	LOT 3A BLK 8
224 SAWYER	LOT A OF LOT 8, & LOT 9 BLK 9
SAWYER	LOT 10 BLK 9
312 SAWYER	LOT 11 BLK 9
316 SAWYER	LOT 12 BLK 9
320 SAWYER	N 32X57 OF NW PT OF LOT 13 BLK 9
322 SAWYER	42X50' OF LOT 13 BLK 9
208 E HILL	E 44' LOT 13 BLK 9
212 1/2 E HILL	LOT 14 BLK 9
216 E HILL	LOT 216
315 BARCLAY	LOT 315
15 E MCCLELLAN	LOT 1 (EX LOT S1) & NE PT LOT 2 & NW PT LOT 2(336') BLK 10
307 S MILL	S PT OF LOT 2 BLK 10
311 MILL	LOT 3 BLK 10
317 MILL	S PT LOT 4 & N 26' LOT 5 BLK 10 AKA N 26' LOT 5 BLK 3 SOUTH LEAD ADD--HOPKINS MAP
313 MILL	N PT LOT 4 BLK 10
321 MILL	S 33' LOT 5 BLK 10 AKA LOT 5 BLK 3 SOUTH LEAD ADD--HOPKINS MAP
320 BLEEKER	W PT LOT 6 BLK 10 (MITCHELL MAP)
8 E HILL	E PT LOT 6 BLK 10
316 BLEEKER	LOT 7 BLK 10
312 BLEEKER	LOT 8 BLK 10
308 BLEEKER	LOT 9 BLK 10
304 BLEEKER	W PT LOT 10 BLK 10
7 E MCCLELLAN	E 42 1/2' LOT 10 BLK 10
11 E HILL	LOT 1 BLK 11
405 MILL	LOT 2 BLK 11
409 MILL	LOT 3A BLK 11
413 MILL	LOT 3B BLK 11
415 MILL	LOT 3C BLK 11
417 MILL	LOT 4 BLK 11 (MITCHELL MAP)
419 MILL	PT LOT 5 BLK 11
15 E HIGH	W PT LOT 5 & E PT 6 BLK 11
420 BLEEKER	W PT LOT 6 BLK 11
414 BLEEKER	LOT 7 BLK 11
412 BLEEKER	S PT LOT 8 BLK 11
410 BLEEKER	N PT LOT 8 BLK 11
408 BLEEKER	SW PT LOT 9 BLK 11 (MITCHELL MAP)
404 BLEEKER	NW PT OF LOT 9 & SW PT OF LOT 10 BLK 11

ORIGINAL TOWN OF LEAD

SITUS	LEGAL DESCRIPTION
402 BLEEKER	NW PT OF N'LY 33' OF W 62' OF LOT 10 BLK 11 (MITCHELL MAP)
7 E HILL	E PT LOT 9 & 10 BLK 11
402 MILL	W PT LOT 1 BLK 12
109 E HILL	E PT LOT 1 BLK 12
405 SAWYER	E 59.3' OF LOT 2 BLK 12 (MITCHELL MAP)
406 MILL	W PT LOT 2 BLK 12
410 MILL	N1/2 OF THE W 62' OF LOT 3 BLK 12
412 MILL	S 1/2 OF W 62' LOT 3 BLK 12
411 SAWYER	E PT LOT 3 BLK 12
414 MILL	LOT 4 BLK 12
420 MILL	LOT 5 BLK 12
402-404 SAWYER	W PT LOT 1 BLK 13
406 SAWYER	LOT 2 BLK 13
420-422 SAWYER	LOT 5 BLK 13 (MITCHELL MAP)
424 SAWYER	LOT 6 BLK 13
504 SAWYER	LOT 7,8,13,14 & 15 BLK 13
512 SAWYER	N PT LOT 9, LOT 11B (.08) & LOT 12 (.126) BLK 13
516 SAWYER	S PT LOT 9 & N PT LOT 10 BLK 13
520 SAWYER	PT OF LOT 10 BLK 13
414 SAWYER	LOTS 1,2 & 4 SUB OF 3,4,16,17 & 18 BLK 13
416 SAWYER	LOT 3, SUB OF 3,4,16,17 & 18 BLK 13
	LOT 5 & 6 SUB 3,4,16,17 & 18 BLK 13
	LOT 7 SUB 3,4,16,17 & 18 BLK 13
405 BARCLAY	LOT 19 BLK 13
211 E HILL	E PT LOT 1 & LOT 20 BLK 13
202 E SUMMIT	LOT 202
216 E SUMMIT	LOT 216
502 MILL	NW PT LOT 1 BLK 14
506 MILL	SW PT LOT 1 & NE PT LOT 2 BLK 14
501 SAWYER	65' OF LOT 1 & E 65' OF NLY 15' OF LOT 2 BLK 14 (501 SAWYER)
510 MILL	SW PT 2 & NE PT OF 3 BLK 14
507 SAWYER	SE PT 2 AND NE PT 3 BLK 14
514 MILL	SE 34' OF LOT 3 & N 16' OF LOT 4 BLK 14
520 MILL	NW PT 5 & SW PT OF 4 BLK 14
515 SAWYER	NE PT 5 & SE PT 4 BLK 14
522 MILL	WLY 84' OF NLY 35' OF S 70' OF LOT 5 BLK 14
519 SAWYER	E 56' OF NLY 35' OF S 70' OF LOT 5 BLK 14
	M & B DESCRIPTION (SEE DOC 99-5100 ATTACHMENT 5 FOR DRAWING)
LAND-ONLY	E 80' OF LOT 1 & N 7' OF LOT 2 BLK 15 505 MILL
511 MILL	S 41' OF LOT 2 & ALL LOT 3 & ELY 23' OF SLY 35' OF LOT 8 BLK 15
517 MILL	E 8' OF 7 AND ALL 4 BLK 15
519 MILL	LOT 5A BLK 15

ORIGINAL TOWN OF LEAD

SITUS

LEGAL DESCRIPTION

518 BLEEKER	TRIANGULAR STRIP (18X36) LOT 6 & LOT 7 EX E 8' & WLY 70' OF S 35' LOT 8 BLK 15
506 BLEEKER	10' OF LOT 8 & ALL LOT 9 BLK 15
1 E HIGH	N PT LOT 10 BLK 15
7 W HIGH	WLY 13' OF LOT 1 & ELY 29' OF LOT 10 BLK 15
PARKING LOT	PT OF LOT 11 BLK 15
527 MILL	LOT 527
	S PT 6 & N PT 12 BLK 15
3 W HIGH	LOT 1A BLK 16
507 BLEEKER	LOT 1B BLK 16
11 W HIGH	LOT 2A BLK 16
403 BLEEKER	LOTS 1 & 2 BLK 17
409 BLEEKER	LOT 3 BLK 17 (MITCHELL)
415 BLEEKER	SE PT LOT 4 BLK 17
411 BLEEKER	E 30' OF S 40' OF LOT 7 & W 20' OF S 40' OF LOT 4 BLK 17
419 BLEEKER	LOT 5 & 6A BLK 17
411 1/2 BLEEKER	LOT 6B & 7A BLK 17
11 W HILL	LOTS 8, 9 & 10 BLK 17
7 W MCCLELLAN	W 1/2 LOT 1 BLK 18
301 BLEEKER	E 1/2 OF LOT 1 BLK 18
307 BLEEKER	LOT 2 BLK 18
311 BLEEKER	LOT 3 BLK 18 (MITCHELL MAP)
315 BLEEKER	LOT 4 BLK 18
319 BLEEKER	LOT 5 BLK 18
12 W HILL	SE PT LOT 7 AND PT 6 BLK 18
16 W HILL	SW PT LOT 7 AND PT 6 BLK 18
316 GOLD	TRACT W OF LOT 7 BLK 18
9 W MCCLELLAN	N 32' OF THE E 55' OF LOT 7 BLK 18
9 1/2 W MCCLELLAN	LOT 8 BLK 18 ALSO 8' RIGHT-OF-WAY
310 GOLD	W 1/2 OF 8 BLK 18 (W 50')
308 GOLD	W 1/2 LOT 9 BLK 18 (HOPKINS)
15 W MCCLELLAN	W 1/2 OF LOT 10 BLK 18
11 1/2 MCCLELLAN (GARAGE)	BLK 5 HOPKINS-LOT 10 BLK 18
4 W MCCLELLAN	E 57' OF LOT 5 BLK 19
7 W MCCLELLAN (GARAGE)	W 43' OF LOT 5 BLK 19
7 W MCCLELLAN (GARAGE)	E 50' OF LOT 6 BLK 19
16 W MCCLELLAN	W 50' OF LOT 6 BLK 19
	LOT 15 BLK 22A
112 W ADDIE	LOT 16 BLK 22A
110 W ADDIE	LOT 17 BLK 22A
	LOT 6A BLK 24
	LOT 6B BLK 24
108 SIEVER	N 27' OF LOT 7 BLK 24
110 SIEVER	S PT OF LOT 7 BLK 24 EXCEPT N 27'
114 SIEVER	LOT 8 BLK 24
121 WALL	CENTRAL SCHOOL LOT BLK 24

ORIGINAL TOWN OF LEAD

SITUS

LEGAL DESCRIPTION

121 WALL UNIT 201	UNIT 201, DIVIDED INTEREST CENTRAL SCHOOL LOT BLK 24,
121 WALL UNIT 202	UNIT 202, DIVIDED INTEREST CENTRAL SCHOOL LOT BLK 24
121 WALL UNIT 203	UNIT 203, DIVIDED INTEREST CENTRAL SCHOOL LOT BLK 24
121 WALL UNIT 204	UNIT 204, DIVIDED INTEREST CENTRAL SCHOOL LOT BLK 24
121 WALL UNIT 206	UNIT 206, DIVIDED INTEREST CENTRAL SCHOOL LOT BLK 24
121 WALL UNIT 304	UNIT 304, DIVIDED INTEREST CENTRAL SCHOOL LOT BLK 24,
121 WALL UNIT 305	UNIT 305, DIVIDED INTEREST CENTRAL SCHOOL LOT BLK 24,
115 WALL	S 48' OF LOT 12 BLK 24
111 WALL	LOT 111
105 WALL CHURCH	PT OF LOT 13 BLK 24
105 WALL	N 10' OF 13 & PT OF 14 BLK 24
308-3 W Main	W 17' OF 6 BLK 25
310-318 MAIN	LOT 9 BLK 25
320-322 W MAIN (SILVER STAR)	TRACT 1 BLK 25
322 1/2 MAIN (GARAGE)	TRACT 2 BLK 25
	TRACT 3 BLK 25 (PARKING EASEMENT)
324 & 324 1/2 MAIN	LOT 11 EXCEPT 81/2' BLK 25
	8 1/2' OF 11 & ALL OF LOT 12 BLK 25
322 W MAIN	LOT A SUB OF LOT 13 & S 71 1/2' OF LOT 14 BLK 25
8 N STONE	N PT OF LOT 14 BLK 25
10 N STONE	LOT 15 BLK 25
327 & 329 RAILROAD	LOT 16 & W 10' OF 17 BLK 25
301-303 W MAIN	LOT 1 BLK 26
305 W MAIN	LOT 2 BLK 26 (STAMP MILL)
309 W MAIN	RECREATIONAL LOT NO. 1 A/K/A LOT 3 & PT OF LOT 4 BLK 26
	PT OF LOT 4 BLK 26
PARKING LOT	S OF JULIUS ST LOT 4 BLK 26
	M & B DESCRIPTION (SEE DOC 99-5100 ATTACHMENT 8 FOR DRAWING)
	LOT 4A-2 (549.4')
328 JULIUS	LOT 328
	120X130' OF LOT 5 BLK 26
323 W MAIN	130.16'N OF JULIUS & PT OF 4 AND E PT LOT 5 BLK 26
	LOT 6 BLK 26
104 S STONE	S 40' OF LOT 7 BLK 26
323 JULIUS	LOT 4A-3 BLK 26
108 STONE	LOT 8 & LOT 9 BLK 26
334 GWINN	LOT 9A BLK 26
330 GWINN	LOT 10 BLK 26
326 GWINN	LOT 11 BLK 26
321 JULIUS	N PT OF LOT 12 BLK 26
322 GWINN	S PT OF LOT 12 BLK 26 (APTS)
320 GWINN	N PT OF LOT 13 BLK 26 (APTS)
318 GWINN	S PT OF LOT 13 BLK 26 (APTS)

ORIGINAL TOWN OF LEAD

SITUS	LEGAL DESCRIPTION
316 GWINN	LOT 14 & W 57' LOT 20 BLK 26
	LOTS 15, 16 & 17 BLK 26
111 SIEVER	LOT 18 BLK 26
113 SIEVER	LOT 19 BLK 26
115 & 117 SIEVER & 304 GWINN	E 48' LOT 20 BLK 26
412 1/2 W MAIN	LOT A BLK 27
420-422 W MAIN	LOT B BLK 27
9 & 11 N STONE	LOT C BLK 27 (PARKING RAMP)
401 W MAIN	300' VACATED ALLEY & PT LOT 1 BLK 28
403 W MAIN	300' VACATED ALLEY & W PT LOT 1 BLK 28 403 W MAIN
425 MAIN	LOT 4 & NLY 55.5' OF 5 & A STRIP 4' WIDE IN LOTS 3 & 6 & 600' OF VACATED ALLEY BLK 28
	LOT 5A OF BLK 28
7 S STONE	LOT 7A & LOT X BLK 28
104 S GALENA	W PT LOT 9 (9A & 9C) BLK 28
	PT OF LOT 9 (9B & 9D) BLK 28
110 GALENA	W PT OF LOT 10 BLK 28
408 GWINN	W 30' OF 13 & E 15' OF LOT 10 BLK 28
	LOT 11 BLK 28
107 1/2 STONE	LOT 12 BLK 28
111 STONE	PT OF LOT 13 BLK 28
502 W MAIN	LOT 1 BLK 29
504 MAIN	LOT 1A BLK 29
508 W MAIN LAUNDROMAT	W PT LOT 2 BLK 29-(50'X100') A/K/A LOT 121 BLK 115 HOPKINS
514 W MAIN	LOT 3 & PT LOT 4 BLK 29
6 BLUE	NW 30' OF LOT 4 BLK 29
518-520 PROSPECT	LOT 5A SUB OF LOTS 5-6-7 & 8 BLK 29
519 RAILROAD	LOT 5B SUB OF LOTS 5-6-7 & 8 BLK 29
514-516 PROSPECT	LOT 6A SUB OF LOTS 5-6-7 & 8 BLK 29
515 RAILROAD	LOT 6B SUB OF LOTS 5-6-7 & 8 BLK 29
509 RAILROAD	LOT 7B SUB OF LOTS 5-6-7 & 8 BLK 29
508 PROSPECT	LOTS 7A & 8A SUB OF LOTS 5-6-7 & 8 BLK 29
GARAGES	LOT 8B SUB OF LOTS 5-6-7 & 8 BLK 29
502-504 PROSPECT	LOT 8C SUB OF LOTS 5-6-7 & 8 BLK 29
501 W MAIN	LOTS 1A AND 1B BLK 30
505 W MAIN	LOT 2 BLK 30 (CD BASHARA TO TAMRA BENNETT)
509 W MAIN	LOT 3 EXCEPT W 10' BLK 30 (CD-BASHARA TO TAMRA BACHMEIER & TAMRA BENNETT)
515 W MAIN	W 10' OF 3 & ALL LOT 4 BLK 30
517 W MAIN	LOT 5 AND W 8' LOT 6 BLK 30
601 W MAIN	N PT & 8' E OF LOT 6 BLK 30
601 1/2 W MAIN	S PT LOT 6 BLK 30
605 W MAIN-	LOT 7 BLK 30
	E 30' OF LOT 8 BLK 30
107 GRAND	LOT C SUB LOT 1 BLK 2 DENVER AND LOT 9 BLK 30 ORIG
113 GRAND	LOT E SUB LOT 1 BLK 2 DENVER AND LOT 9 BLK 30 ORIG

ORIGINAL TOWN OF LEAD

SITUS

LEGAL DESCRIPTION

112 PAUL	LOT 112
627 JULIUS	LOT B SUB LOT 1 BLK 2 DENVER & LOT 9 BLK 30 ORIG
RECTORY FACING JULIUS	W.OF LOT 9 BLK 30 (N OF JULIUS)
JULIUS	PT OF LOT 9 BLK 30
	50'X80' OF LOT 9 BLK 30
619 W MAIN	PT 9 & 10 BLK 30 N OF JULIUS
GOLD MTN APTS. 611 W MAIN	W 25' OF 8, ALL OF 11, AND W 25' OF LOT 12 BLK 30
525 JULIUS	LOT 12 BLK 30 (S OF JULIUS)
612 JULIUS	LOT 12 BLK 30 EX 30' (N OF JULIUS)
JULIUS	N OF JULIUS-LOT 13 BLK 30
	N OF JULIUS-LOT 14 BLK 30
12 BLUE	LOT 15 BLK 30 - N OF JULIUS
509 JULIUS	SWLY PT LOT 15 BLK 30
101 GALENA	SE PT LOT 16 BLK 30
507 JULIUS	S CTRL PT LOT 16 BLK 30
509 JULIUS	S PT LOT 15 & SW PT 16 BLK 30
	LOT 1C BLK 30 & E 100' OF LOT 16A BLK 30 (CD BASHARA TO TAMRA BENNETT)
9 S GALENA	PT LOT 16A BLK 30
15 S GALENA	SE 43'X100' OF LOT 16 BLK 30
105 GALENA	LOT 17A BLK 30
109 GALENA	LOT 17B BLK 30
111 GALENA	LOT 17C BLK 30
511 & 511 1/2 GWINN	LOT 17D BLK 30
512 GWINN	LOT 17E BLK 30
503 JULIUS	LOT 18F BLK 30
515 GWINN	LOT 18E BLK 30
	LOT 18D BLK 30
110 GRAND	N 56' OF LOT 19 BLK 30
116 GRAND	S 50' LOT 19 BLK 30
106 GRAND	LOT 19A BLK 30
120 GRAND	LOT 20 BLK 30
119 1/2 GALENA	W PT LOT 21 BLK 30
117 1/2 GALENA	PT LOT 21A BLK 30
119 GALENA	PT OF 21A AND ALL OF 22 BLK 30
121 S GALENA	E PT LOT 21 AND ALL 23 BLK 30
125 GALENA	TRACT E OF LOT 24 BLK 30
131 GALENA	LOT 25 BLK 30
514 MCQUILLAN	E 55' OF LOT 26 BLK 30
516 MCQUILLAN	E 10' OF S 70' OF LOT 28 AND 43 'OF LOT 26 BLK 30
121 1/2 GALENA	LOT 27 BLK 30
520 MCQUILLAN	S 70' OF W 49' OF LOT 28 BLK 30
122 GRAND	LOT 122
124 GRAND	CTR PT TRACT 1 OF B LOT 29 BLK 30
522 MCQUILLAN	S PT TRACT A LOT 29 BLK 30
604 W MAIN	W PT LOT 1 BLK 31

ORIGINAL TOWN OF LEAD

SITUS

LEGAL DESCRIPTION

602 W MAIN	SE PT LOT 1 BLK 31
7 N BLUE	NE PT LOT 1 BLK 31 A/K/A NE CORNER LOT 143 BLK 17
608 W MAIN	LOT 2 BLK 31
614 W MAIN	LOT 3 BLK 31
616 W MAIN	LOT 4 BLK 31
620 W MAIN	LOT 5 BLK 31
622 W MAIN	W 17' OF 5 & E 17' OF 6 BLK 31
624 W MAIN	W 33' OF LOT 6 BLK 31
625 1/2 PROSPECT	N 33 1/2' OF LOT 7 BLK 31
628 W MAIN	SE PT AND SW PT LOT 7, & SE PT(2325') & NE PT(2325') LOT 8 BLK 31
634 W MAIN	W PT LOT 8 BLK 31
640 W MAIN	LOT 640
624 PROSPECT	E PT LOT 9 BLK 31
620 PROSPECT	W PT LOT 10 BLK 31
618 PROSPECT	E PT LOT 10 BLK 31
614 PROSPECT	LOT 11B S/D OF LOT 11 BLK 31
616 PROSPECT	SUB A OF LOT 11 BLK 31
11 BLUE	S 55' OF E 100' OF LOT 12 BLK 31 A/K/A 152 & 153 BLK 17-HOPKINS
11 1/2 BLUE	N 25' OF E 100' OF LOT 12 BLK 31
612 PROSPECT	W PT LOT 12 & 13 BLK 31
17 BLUE	E PT OF LOT 13 (13A) BLK 31
15 BLUE	E PT LOT 13 (13B) BLK 31
619 RAILROAD	SUB C OF LOT 14 BLK 31
623 RAILROAD	W PT 14 (14A) BLK 31
615 RAILROAD	W PT LOT 15 BLK 31
611 RAILROAD	CTR PT LOT 15 BLK 31
19 N BLUE	E PT LOT 15 BLK 31
523 MCQUILLAN	LOT 523
146 GRAND	LOT 146
520 W ADDIE	LOT 520
519 MCQUILLAN	N PT LOT 2 BLK 32
516 W ADDIE	SE 45'X75' & SW PT LOT 3 BLK 32
509 MCQUILLAN	PT LOT 3 BLK 32 (LIFE ESTATE TO LEO & DOLORES HARTY)
501 MCQUILLAN	4A OF LOT 4 BLK 32
143 GALENA	4B OF LOT 4 BLK 32
145 GALENA	4C OF 4 BLK 32
114 S GALENA	LOT 1 SUB LOT 1 BLK 33
116 S GALENA	LOT 2 SUB LOT 1 BLK 33
411 GWINN	58.2' FRONTAGE OF LOT 2 BLK 33
403 GWINN	LOT 3 BLK 33
123 1/2 STONE	W PT LOT 4 BLK 33
121 STONE	NE PT LOT 4 BLK 33
125 STONE	SE 35'X60' OF LOT 4 BLK 33
118 S GALENA	LOT 5A & TRACT BETWEEN 5A AND LOT 2 OF LOT 5 BLK 33 (LEGAL INCORRECT DOC 03-7515)

ORIGINAL TOWN OF LEAD

SITUS

LEGAL DESCRIPTION

130 GALENA	LOT 6 BLK 33
412 MCQUILLAN	LOT 7 BLK 33
408 MCQUILLAN	LOT 8 BLK 33
129 STONE	LOT 9 BLK 33
415 MCQUILLAN	LOT 1 & N 10' OF 7 BLK 34
411 MCQUILLAN	W PT LOT 2 BLK 34
407 MCQUILLAN	PT LOT 2 BLK 34
403 & 403 1/2 MCQUILLAN	LOT 3 BLK 34
139 STONE	LOT 4 BLK 34
408 W ADDIE	LOT 5 BLK 34
LAND ONLY	S 66' OF LOT 6 BLK 34
LAND ONLY	N 20' OF LOT 6 BLK 34
341 GWINN	NW PT LOT 1 BLK 35
335 GWINN	NLY 42' OF ELY 58 1/2' OF NE PT LOT 1 BLK 35
120 STONE	SW PT LOT 1 BLK 35
111 COLUMBUS	SE PT LOT 1 BLK 35
	37'X 50' SW PT OF LOT 2 BLK 35
327 GWINN	LOT 2 EXCEPT 50' X 37' OF SW PT BLK 35
323 GWINN	LOT 3 BLK 35
107 SPARK	LOT 4 BLK 35
107 1/2 SPARK	N1/2 LOT 5 BLK 35
117 SPARK	S PT LOT 5 BLK 35
106 COLUMBUS	LOT 6 BLK 35
LAND ONLY	LOT 7 BLK 35
117 COLUMBUS	LOT 117
113 COLUMBUS	NE PT LOT 8 BLK 35
	NW PT LOT 8 BLK 35
128 STONE	LOT 128
132 STONE	LOT 9A BLK 35
121 COLUMBUS	NE PT LOT 9 BLK 35
138 STONE	SW & SE PT LOT 9 BLK 35
346 W ADDIE	LOT 10 BLK 35
338 W ADDIE	S 1/2 LOT 11 BLK 35
118 COLUMBUS	N1/2 LOT 11 BLK 35
336 W ADDIE	LOT 12 BLK 35
121 SPARK	SUB B OF LOT 13 BLK 35
119 SPARK	SUB C OF LOT 13 BLK 35
123 SPARK	SLY 29 1/2' SUB A OF LOT 13 BLK 35
332 W ADDIE	SE PT LOT 14 BLK 35
325 W ADDIE	LOT 325 WEST ADDIE
108 SPARK	LOT 1 BLK 36
141 SIEVER CHURCH	LOTS 2-3-4-5-6-7 & PT LOT 8 BLK 36
143 SIEVER	PT OF 8 BLK 36
318 W ADDIE	LOT 9A BLK 36
141 SIEVER	E PT LOT 9 & ALL LOTS 10 & 11 BLK 36
116 SPARK	LOT 12 BLK 36

ORIGINAL TOWN OF LEAD

SITUS	LEGAL DESCRIPTION
118 SPARK	LOT 13A BLK 36
321 W ADDIE	S OF ADDIE LOT 14 BLK 36
109 E SUMMIT	E 48' OF LOT 1 BLK A
105 E SUMMIT	E PT LOT 8 AND PT OF 1 BLK A
611 SAWYER	N PT LOT 2 BLK A
615 SAWYER	CTR PT LOT 2 BLK A
617 SAWYER	S PT OF LOT 2 BLK A
703 SAWYER	LOT 703
709 SAWYER	LOT 4 BLK A
	LOT 5 BLK A
614 MILL	LOT 614
105 CEMETERY	LOT 105
101 E SUMMIT	W PT LOT 8 BLK A LOT 101
101 E SUMMIT	NW PT OF W PT LOT 8 BLK A (APARTMENTS)
713 SAWYER	LOT 9 BLK A
715 SAWYER	LOT 715
721 SAWYER	LOT 721A SAWYER ST
109 MILLIKEN	LOT 109
602 SAWYER	NLY 91 1/2' OF LOT 1 BLK 13A
610 SAWYER	LOT 610
207 E SUMMIT	LOT 207
211 E SUMMIT	LOT 211 E SUMMIT & LOT A BLK 13A
215 E SUMMIT	LOT 215
303 E SUMMIT	LOT 5 BLK 13A
309 E SUMMIT	LOT 309
617 CANYON	LOT 617
304 GROVE	LOT 8 & LOT D BLK 13A
610 SAWYER	LOT B BLK 13A
210 GROVE	LOT 10 & LOT C BLK 13A
612 SAWYER	N PT 11 AND 12 BLK 13A (ALLASON MAP)
616 SAWYER	S PT 11 AND 12 BLK 13A (ALLASON MAP)
714 SAWYER	LOT 714
	M & B DESCRIPTION (SEE DOC 99-5100 ATTACHMENT 6 FOR DRAWING)
704 SAWYER	N PT 1 AND 2 BLK 14B
708 SAWYER	S 1/2 LOT 1 AND 2 BLK 14B
	LOT 3 BLK 14B
215 GROVE	LOT 4 BLK 14B (MITCHELL MAP)
303 GROVE	LOT 303
307 GROVE	LOT 307
701 CANYON	LOT 701 CANYON ST
214 MILLIKEN	LOT 214
212 MILLIKEN	LOT 212
710 SAWYER	LOT 710
720 SAWYER	LOT 1 BLK 15B
207 MILLIKEN	LOT 207 MILLIKEN ST

ORIGINAL TOWN OF LEAD

SITUS	LEGAL DESCRIPTION
211 MILLIKEN	LOT 211 MILLIKEN ST M & B DESCRIPTION (SEE DOC 99-5100 ATTACHMENT 7 FOR DRAWING)
727 BARCLAY	LOT 727(4608') & 727B(12481') BARCLAY AVE
726 SAWYER	LOT 726
720 BARCLAY	HOUSE SITTING ON LOT 720 BARCLAY
720 BARCLAY	LOT 720 BARCLAY

ARLINGTON HEIGHTS SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
211 S MAIN	LOT 1 BLK 2
9 BALTIMORE	N PT 2A SUB 2 BLK 2
217 S MAIN	S PT LOT 2 BLK 2 (2B)
221 S MAIN	S PT LOT 3 BLK 2
21 BALTIMORE	NORTHERLY 55' OF LOT 3 BLK 2
223 S MAIN	LOT 4 BLK 2 LESS 4A & 4B
27 BALTIMORE	LOT 4A & 4B OF LOT 4 & E PT LOT 5 BLK 2
27 1/2 BALTIMORE	W PT LOT 5 BLK 2
31 BALTIMORE	LOT 6 BLK 2
233 S MAIN	LOT 8 BLK 2
921 W ADDIE	W 1/2 LOT 1 AND W 1/2 LOT 2 BLK 3
915 W ADDIE	E 1/2 OF LOT 1 & E 1/2 LOT 2 BLK 3
212 ARLINGTON	LOT 3 BLK 3
214 ARLINGTON	LOT 4 BLK 3
218 ARLINGTON	LOT 218 ARLINGTON
218 1/2 ARLINGTON	LOT 218 1/2 ARLINGTON
224 ARLINGTON	LOT 224
226 ARLINGTON	LOT 226A ARLINGTON ST
	LOT 9A BLK 3
	LOT 12A BLK 3
244 ARLINGTON	LOT 244 ARLINGTON ST.
248 ARLINGTON	LOT 248
32-5-3	LOT 19A BLK 4

BAXTER COURT SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
501 PARK	LOT 4 BLK L (ALLASON MAP)

BELL SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

633 S MILL	LOT 1-B BLK D & REMAINING UNPLATTED POR. LOT 1(165' LEGAL NOT GRANDFATHERED) LOT A
14 ROSEBUD LAND ONLY	LOTS 1 & 2 BLK B LOT 3 & 20' OF BELL AVE. ADJ. TO LOT 3 BLK B (40' X 50') LOTS 4 & 5 & PT OF BELL AVE. ADJ. TO LOT 4 BLK B (40' X 67.05)
634 MILL	LOTS 6 & 7 BLK B
14 ROSEBUD	LOTS 8 & 9 BLK B
20 ROSEBUD	WEST PT LOTS 4 & 5 & ALL OF LOTS 10 & 11 BLK B

BENDER PARK SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
301 CHICAGO	LOTS 15 THRU 23 BLK A (SEE DOC 99-5100 ATTACHMENT 17 FOR DRAWING) LOT 14 PLATTED OFF 2002-3745
32-5-3	LOT 301A CHICAGO AVENUE BLK A
133 GLENDALE	TRACT J BLK A OF THE INDEPENDENT M.S. 1444
103 GLENDALE	LOTS 1 & 2 BLK B EX LOT H1 (1,668 SQ FT) & H2 (736 SQ FT) & VAC. POR. SPRUCE ST. (1878 SQ. FT.) (KELLER S/D) (TIF DISTRICT #1)
207 GLENDALE	PT OF LOTS 1,2,3 AND 20 BLK B & VAC. ASPEN ST. (5615.7 SQ. FT) EX LOT H1 (241 SQ FT)
104 CHICAGO	LOT 2A SUB OF LOT 2 TWIN CITY SHOPPING CENTER & PT BLK M
9 1ST	LOT 1 BLK D
13 1ST	LOT 9 FIRST
19 1ST	LOT 13
25 1ST	LOT 19 FIRST ST
29 1ST	LOT 7 BLK D
33 1ST	LOT 8 AND E 1/2 LOT 9 BLK D
37 2ND	LOT 33
37 1ST	TRACT B BLK D
45 1ST	TRACT A BLK D
49 1ST	W PT 12, ALL OF 13, BLK D
53 1ST	LOT 49
50 2ND	LOTS 15 & 16 BLK D
204 CHICAGO	LOTS 17 AND 18 BLK D
11 2ND	LOT 204
17 2ND	W 10' OF 2, LOT 3 AND E 1/2 LOT 4 BLK E
23 2ND	W 1/2 LOT 4 & ALL OF 5 BLK E
27 2ND	LOT 23
33 2ND	LOT 8 AND E 1/2 LOT 9 BLK E
39 2ND	W 1/2 LOT 9 & ALL OF 10 BLK E
43 2ND	LOT 11 & E 1/2 OF LOT 12 BLK E
51 2ND	W 1/2 LOT 12 & ALL LOT 13 BLK E
53 2ND	LOTS 14 AND 15 BLK E
55 2ND	LOT 53 SECOND ST
11 3RD	W PT 17 AND E PT 18 BLK E
17 3RD	W 10' OF LOT 18 & ALL LOT 19 BLK E
23 3RD	LOT 1 & E 1/2 LOT 2 BLK F
27 3RD	W 1/2 LOT 2 AND ALL OF 3 BLK F
33 3RD	LOT 4 AND E 30' LOT 5 BLK F
43 3RD	LOT A (8123') BLK F
55 3RD	LOT B (7810') BLK F
59 3RD	LOT C (7706') BLK F
103 3RD	LOT D (7653') BLK F
100 MONTANA DR	LOT E (7635') BLK F
	LOT F (3850') BLK F ASSESSED WITH 31180-00700-010-10
	LOT A BLK 1

BENDER PARK SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
300 ASPEN DR	LOT B BLK 1 REMAINDER OF LOT D
62 FIRST	LOT 1 OF LOT D
64 FIRST	LOT 2 OF LOT D LOT 3 OF LOT D
	PT LOTS 1 THRU 21 BLK H (SEE DOC 99-5100 ATTACHMENT 17 FOR DRAWING)
103 3RD	LOT 103 (.184 AC) (HMC CO DRAWING A-20-49), LOT F BLK F (.088 AC)
105 3RD	LOT 105
107 3RD	LOT 107 PT LOTS 1 THRU 19 BLK G (SEE DOC 99-5100 ATTACHMENT 17 FOR DRAWING)
109 3RD	LOTS 20, 21 AND 22 BLK G
203 DEER PATH	LOT 203
227 DEER PATH	LOT 227 THIRD ST
225 DEER PATH	LOT 2
205 DEER PATH	PORT. 2 & 3, BLK W AND PORTION OF LOT 2 BLK V
223 DEER PATH	LOT 3
221 DEER PATH	LOT 4
219 DEER PATH	LOT 219
217 DEER PATH	LOT 6
213 DEER PATH	LOT 7
211 DEER PATH	LOT 8
209 DEER PATH	LOT 209 DEERPATH

BULK PLANT ADDITION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
443 S MAIN	LOT 2A LOT 2B
437 S MAIN	LOT 3 LOT 4

BILLINGS SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
	LOTS 1 & 2 BLK 1 & POR. VAC 12TH ST.(1076.5')
	LOTS 1 & 2 BLK 2
1207 11TH	ZACHER PROMENADE PATH BLK 3
119 BILLINGS	LOT 119 BILLINGS AVENUE
BEHIND 1224 11TH	M & B DESCRIPTION E OF LOT 2 BLK 5
122 BILLINGS	S 45' OF LOTS 1 & 2 BLK 5
1224 11TH	TRACT A E OF LOT 2 BLK 5
126 BILLINGS	N 43' OF 1 & 2, S 8' OF 3 & 4 & VAC. ALLEY(1920') BLK 5
130 BILLINGS	LOTS 3 & 4 BLK 5 EX SLY 8'
123 BILLINGS	LOT 123
125 BILLINGS	LOT 125
1107 GUSHURST	LOT 1107
1103 GUSHURST	LOT 1103 GUSHURST & VAC. POR.ANDERSON ST.(1265')
202 BILLINGS	LOT 202 & LOT 1208 GUSHURST STREET (PLAT#92-5422)
212 BILLINGS	LOT 208 & LOT 212
202 ANDERSON	LOT 1 BLK 8-50X82'
1108 GUSHURST	LOT 2 BLK 8
215 BILLINGS	LOT 3 BLK 8 (KERTTU & HEUTZENROADER TRUSTEES)
204 ANDERSON	LOT 4 BLK 8
1205 WASHINGTON	LOT 1205 WASHINGTON ST BLK 9
1203 WASHINGTON	LOT 1203
210 ANDERSON	LOT 1 BLK 10
217 BILLINGS	LOT 2 BLK 10
1109 WASHINGTON	LOT 3 BLK 10
1105 WASHINGTON	LOT 4 BLK 10
1204 WASHINGTON	LOTS 1 & 2 BLK 11
	LOTS 3 & 4 BLK 11
1106 WASHINGTON	LOTS A OF BLK 12, LOT B OF BLK 12 & 14
310 BILLINGS	LOTS 1 & 2 & PT OF CROSS ST. BLK 13 (120' X 12.5')
318 ANDERSON	LOT 1 BLK 14-& POR.VAC. 9TH ST(12.5'X50')
	LOT C BLK 14
	LOTS 1 & 2 BLK 15 & PT VACATED CROSS ST(120X12.5)

CALEDONIA HEIGHTS ADDITION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

744 PROSPECT

LOTS 1 & 2, & COMMON AREA & ASPHALT & REMAINING
CONDO'S/APTS
UNIT #101
UNIT #102
UNIT #103
UNIT #104
UNIT #301
UNIT #302
UNIT #303
UNIT #304
UNIT #305
UNIT #306

CROWN POINT SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
406 BARCLAY	LOTS 1 & 2 BLK U
410 BARCLAY	LOT 410
414 BARCLAY	LOT 414
418 BARCLAY	LOT 418
310 E HIGH	LOT 310
502 BARCLAY	LOT 7 BLK U
307 E HIGH	LOT 307
214 MILLIKEN (GARAGE ACROSS ST)	W 1/2 LOT 8 BLK W LESS PORTIONS PLATTED (DOC 99-3757 FOR DRAWING)
501 CROWN	LOT 9
508 BARCLAY	LOT 10 BLK U
	RESERVOIR LOT BLK U
	TANK LOT BLK U
	EAST HIGH STREET
505 CROWN	LOT 505
514 BARCLAY	LOT 514
515 CROWN	LOT 515
308 E SUMMIT	LOT 308
312 E SUMMIT	E PT LOT 13
316 E SUMMIT	LOT 316
502 CROWN	LOT 502 CROWN
409 E HIGH	LOT 409 HIGH ST BLK U
508 CROWN	LOT 508
518 CROWN	LOT 518-A CROWN ST
526 CROWN	LOT 526
315 E SUMMIT	LOT 23
319 E SUMMIT	LOT 319
403 E SUMMIT	LOT 403
612 CANYON	LOT 612 & LOT 28(40X60), & VAC. ALLEY(896')
622 CANYON	LOT 29
	PT LOT 6 & PT LOT 7 BLK V (SEE DEED 98/5117)

CRUICKSHANKS SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
520 FOX	LOT 520
613 GRANDVIEW	LOT 6 BLK 1
	LOTS 3 & 4 & PT LOT 8 BLK 1
	LOT 7 BLK 1 LESS THAT PT IN LOTS 599 WASHINGTON & LOT 519 GRANDVIEW
519 GRANDVIEW	LOT 519
516 GRANDVIEW	LOT 516 & M & B DESCRIPTION SEE DOC 98-5981
601 WASHINGTON	LOT 1 BLK 2
	LOTS 2 & 3 BLK 2

EAST LEAD SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
315 E MAIN	LOT 1 SUB OF 1 AND TRACT C & LOT 5 BLK 8 AKA 315 E MAIN
325 E MAIN	LOT 2 SUB LOT 1 BLK 8 325 E MAIN CASSIDY'S SINCLAIR LOT U BLK 8
329 E MAIN	LOT 3 SUB LOT 1 & LOTS 2 & 3 BLK 8 LOT V BLK 8
335 E MAIN	PORTION LOTS 2 & 3 BLK 8 (CONVENIENCE MART) LOT W BLK 8
337 E MAIN	PORTION LOTS 2 & 3 BLK 8
341 E MAIN	LOT X BLK 8
22 PARK	LOT 6 BLK 8 A/K/A HIAWATHA PARK ADD. CRICKS MAP
32 PARK	LOTS 7 & 8 BLK 8
34 PARK	LOT 9 & 10 BLK 8 (ALLASON MAP)
104 PARK	LOT 11 BLK 8 LOT 12 BLK 8
120 EDWARDS	LOT 13 BLK 8 LOTS 14 & 15 BLK 8
21 PARK	LOT 4 BLK 9
29 PARK	LOT 5 BLK 9 LOT 6 BLK 9 LOT 7 BLK 9
35 PARK	LOT 12 BLK 9 (ALLASON MAP)
37 PARK	LOTS 13, 14 & W 14' OF LOT 15 BLK 9
506 E MAIN	HOUSE SITS ON LEASED LOT 1

ELSINORE SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
510 E MAIN	LOT 510 E MAIN (CD FROM LE ROY SEELING)
516 E MAIN	LOT 516
522 E MAIN	LOTS 4 & 5 & PT LOTS 3, 16 & 17 (SEE DOC 99-5100 ATTACHMENT 2 FOR DRAWING)
608 E MAIN	LOT 6
614 E MAIN	LOT 614
622 & 622 1/2 MAIN	LOT 622 E MAIN (KINGS GROCERY)
713 FOX	LOT 713 FOX
28 SHORT	LOT 28 & M & B DESCRIPTION (SEE DOC #98-5603)
711 FOX	LOT 711
24 SHORT	LOT 24
16 SHORT	LOT 16
	PT LOTS 10, 11 & 14 (SEE DOC 99-5100 ATTACHMENT 3 FOR DRAWING)
515 FOX	M & B DESCRIPTION (HOMESTAKE DRAWING A-1-96)
503 FOX	LOT 503A FOX STREET
111 CURNOW	LOT 111
720 FOX	LOT 720
ACROSS FROM 720 FOX	LOT H
110 CURNOW	LOT 110
104 CURNOW	LOT 104
702 E MAIN	LOT 702 (AKA 27 SHORT) & M & B DESCRIPTION(DOC #99-1400) DEEDED TO EUGENE HEISINGER ONLY
718 FOX	LOT 30
	LOT 31 EX LOT H & PT LOT 32 (SEE DOC 99-5100 ATTACHMENT 4 FOR DRAWING)
612 GRANDVIEW	M & B DESCRIPTION (HOMESTAKE DRAWING A-1-395) K/A 612 GRANDVIEW DR.
599 WASHINGTON	LOT 599
	LOT 33
623 WASHINGTON	LOT 36

FULLERS SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

12 BALTIMORE CHURCH	LOT 1 BLK 1
16 BALTIMORE	LOT 2 BLK 1
20 BALTIMORE	LOT 3 BLK 1
24 BALTIMORE	LOT 4 BLK 1
30 BALTIMORE	LOTS 5 AND 6 BLK 1
26 1/2 BALTIMORE	W PT LOT 7 BLK 1 EX LOT H1 (302 SQ FT)
16 1/2 BALTIMORE	E 50' OF LOT 7 AND ALL OF LOT 8 BLK 1
35 BALTIMORE	LOT 35 & 35A & 35B & LOT BC (RROW .08AC)

GIRARDI SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
801 MAIN	LOT 1, E PT OF 2-LOT 5D OF 5 BLK 2 (CITY HALL)
809 W MAIN MASONIC LODGE	W PT LOT 2 AND ALL LOT 3 BLK 5
811-813 W MAIN	LOT 4 SUB LOT 5 BLK 2
807 JULIUS	LOT 2 SUB 5 & 6 LOT 5 BLK 2
813 JULIUS	LOT 4 SUB 5 & 6 LOT 5 BLK 2
107 ALERT	TRACT A SUB LOT 5 BLK 2
	TRACT B SUB LOT 5 BLK 2
113 ALERT	LOTS 9 EX N 2' & 10 EX N 2' OF E 15' SUB LOT 5 BLK 2
814 HIGHLAND	LOTS 11 & 12 SUB LOT 5 BLK 2
813 HIGHLAND	LOT 813
809 HIGHLAND	LOT 809
GARAGES BEHIND CITY HALL	LOT 3, SUB 5 & 6 BLK 2
805 HIGHLAND	LOT 805
119 ALERT	LOT 119
803 HIGHLAND	LOTS 17 AND 18 SUB LOT 5 BLK 2 & 807 HIGHLAND, & LOT 130 ALERT
110 ALERT	SW PT 4 AND NW PT 21 SUB LOT 5 BLK 2
114 ALERT	LOT 114
120 ALERT	W PT LOT 22 SUB LOT 5 BLK 2
116 ALERT	LOT 116
710 HIGHLAND	LOT 710
124 ALERT	LOT 124
711 HIGHLAND	LOT 711
709 HIGHLAND	E PT LOT 24, ALSO ONE FOOT WIDE STRIP LYING WEST OF LOT 6 SUB LOT 5 BLK 2
704 1/2 W ADDIE	SE PT LOT 24 SUB LOT 5 BLK 2

GOLD RUN ADDITION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

GOLD RUN TRACT
PARK TRACT
TRAMWAY TRACT

HEARST SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

	LOT 1 BLK 1
	LOT 2 BLK 1
	LOT 3 BLK 1
	LOTS 4(.5) & 5(.5) BLK 1
	LOTS 6(.7) & 7(1.4) BLK 1
	LOTS 19(1AC), & 23(.7) BLK 2
	LOT 1 BLK 2
231 MT VIEW DR	LOT 2 BLK 2
MOUNTIAN VIEW	LOTS 3(.5), 4(.6) & 5(.6) BLK 2
237 MOUNTIAN VIEW DR	LOTS 6 & 7 BLK 2
303 MOUNTAIN VIEW DR	LOT 8 & 13 BLK 2
	LOT 9 BLK 2
	LOT 10A BLK 2
312 MOUNTAIN VIEW DR	LOT 11A BLK 2
314 MOUNTAIN VIEW DR	LOT 12 BLK 2
324 MOUNTAIN VIEW DR	LOT 14 BLK 2
	LOT 15 BLK 2
	LOTS 16, 17 & 18 BLK 2
346 MOUNTAIN VIEW DR	LOT 20 BLK 2
346 MOUNTAIN VIEW DR	LOT 21 BLK 2
348 MOUNTAIN VIEW DR	LOT 22 BLK 2
400 MOUNTAIN VIEW DR	LOT 24 BLK 2
404 MOUNTAIN VIEW DR	LOT 25 BLK 2
408 MOUNTAIN VIEW DR	LOT 26 BLK 2
	LOT 1 BLK 3
	REMAINDER OF LOT 2R-2 BLK 3
	LOT 2R-2A BLK 3
	LOT 2R-2B BLK 3
	LOT 2R-1 BLK 3
	LOT 1 BLK 3A
	LOT 2 BLK 3A
630 HEARST AVE	LOT 3 BLK 3A
	BLK 4 (MULTIPLE FAMILY POSSIBLE)
	LOTS 6(.5), 7(.5), 8(.5), 10(.6), 11(.7), 20(.5), 21(.5), 22(.5) BLK 5
349 MOUNTIAN VIEW DR	LOT 1 BLK 5
396 GRIER	LOTS 2(.8) & 3(.6) BLK 5
	LOT 4 BLK 5
	LOT 5 BLK 5
382 GRIER	LOT 9 BLK 5
	LOT 12 BLK 5
	LOT 13 BLK 5
366 GRIER	LOT 14 BLK 5
364 GRIER	LOT 15 BLK 5
	LOT 16 BLK 5
	LOT 17 BLK 5

HEARST SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
325 MOUNTAIN VIEW DR	LOT 18 BLK 5
	LOT 19 BLK 5
335 MOUNTAIN VIEW DR	LOTS 23 (.5) & 24 (.6) BLK 5
	LOT 25 BLK 5
371 GRIER	LOTS 1(.5) & 2(.7) BLK 6
	LOT 3 BLK 6
	LOT 4 BLK 6
	LOT 5 BLK 6
385 GRIER	LOT 6 BLK 6
389 GRIER	LOT 8 BLK 6
391 GRIER AVE	LOT 9 BLK 6
	LOT 10 BLK 6
	LOT 11 BLK 6
	LOTS 7 & 12 BLK 6
399 GRIER	LOT 13 BLK 6
401 MOUNTAIN VIEW	LOT 14R BLK 6
	LOT 15R BLK 6
	LOT 16 & 17 BLK 6
311 MOUNTAIN VIEW	LOT 1 BLK 7
	LOT 2 BLK 7
	LOT 3 BLK 7

HIAWATHA PARK SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
30 PARKDALE	SUB LOT 5 BLK 8-LOT 8
26 PARKDALE	SUB LOT 5 BLK 8-LOT 9
	LOT 19 SUB LOT 5 BLK 8
24 PARKDALE	LOT 10 SUB LOT 5 BLK 8
18 PARKDALE	SUB LOT 5 BLK 8-LOT 11
14 PARKDALE	SUB LOT 5 BLK 8 LOT 12
12 PARKDALE	SUB LOT 5 BLK 8 & NLY 25' OF LOT 13
10 PARKDALE	SUB LOT 5 BLK 8 & SLY 25' OF LOT 13
8 PARKDALE	SUB LOT 5 BLK 8-LOT 14
204 PARK	SUB LOT 5 BLK 8-W PT LOT 15
206-208 PARK	SUB LOT 5 BLK 8-E PT LOT 15
5 PARKDALE	SUB LOT 5 BLK 8-LOT 16
7 PARKDALE	SUB LOT 5 BLK 8-LOT 17
9 PARKDALE	SUB LOT 5 BLK 8-LOT 18
17 PARKDALE	SUB LOT 5 BLK 8-LOT 20
21 PARKDALE	SUB LOT 5 BLK 8-LOTS 21 & 22
115 PARK	SUB LOT 5 BLK 8-LOT 23 & M & B DESCRIPTION (DOC #99-03553)
119 PARK	SUB LOT 5 BLK 8-LOT 24 & M & B DESCRIPTION (DOC #99-2054)
201 PARK	SUB LOT 5 BLK 8-LOT 25
207 PARK	SUB LOT 5 BLK 8-LOTS 26 & 27

HILLSIDE ADDITION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

TRACT A

HOMESTAKE SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
418 MINERS	REMAINDER OF LOT 1 TRACT 1 (PT. PIT) LOT 2A TRACT 1 LOT 3A TRACT 1
414 RAILROAD	LOT 4A-1 TRACT 1
411 MINERS	LOT 5A-1 TRACT 1 LOT 5A-2 TRACT 1 LOT 5A-3 TRACT 1 TRACT 2 (PIT) INCLUD. A POR. OF LOT AB1(PLAT 97-2859) LOT 1 TRACT 3 (SMALL PARK) LOT 2 TRACT 3 (TOUR OFFICE) LOT 3 TRACT 3
170 W MAIN	LOT 4 TRACT 3 (CITY PARK & PARKING LOT)& A POR OF LOT AB1(PLAT 97-2859)
288 WASHINGTON	LOT 5 TRACT 3 (ROD & GUN CLUB) & INCLUD. A POR. OF LOT AB1 (97-2859)
210 WHITE	LOT 6 TRACT 3 LOT A OF LOT 1 TRACT 4 LOT S1 OF LOT 1 TRACT 4 LOT 2 TRACT 4
315 FOX	LOT 3 OF TRACT 4 LOT 4 OF TRACT 4
WASHINGTON	LOT 5 OF TRACT 4 LOT 6 OF TRACT 4 (PLAYGROUND)
312 GRANDVIEW	LOT 7 TRACT 4
314 GRANDVIEW	LOT 8 TRACT 4
316 GRANDVIEW	LOT 9 TRACT 4
410 GRANDVIEW	LOT 10 TRACT 4 LOT 11 TRACT 4 LOT 12A TRACT 4
418 GRANDVIEW	LOT 13A TRACT 4 LOT 14 TRACT 4 (PARKING LOT) LOT 15A TRACT 4 (PARKING LOT) LOT 15B TRACT 4 (PARKING LOT) LOT 15C TRACT 4 (PARKING LOT)
215 W MAIN	LOT 1 & LOT 1A TRACT 5
211 W MAIN	LOT 2 TRACT 5
203 W MAIN	LOT 3 TRACT 5
201 W MAIN	LOT 4 TRACT 5
LAND ONLY	LOT 5 TRACT 5
102 WALL	LOT 6 TRACT 5
122 WALL	LOT 7 TRACT 5
124-126 S WALL	LOT 8 TRACT 5
128 WALL	LOT 9 TRACT 5
132 WALL	LOT 10 TRACT 5
CHURCH WALL & ADDIE	LOT 11 TRACT 5
163 W MAIN	LOT 12A TRACT 5

HOMESTAKE SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
161 W MAIN	LOT 12B TRACT 5 LOT 13 TRACT 5 (SUBWAY & VIDEO RENTAL) LOT 14 TRACT 5
206 ELLISON CT	LOT 1 TRACT 6 REMAINDER OF LOT 2 TRACT 6 LOT 2A TRACT 6
123 ELLISON	LOT 3A TRACT 6 LOT 3B TRACT 6 REMAINDER LOT 1 TRACT 7 (INCLUDING LOT AB2 PLAT 97-2859)
316 SAND	LOT 2 TRACT 7 LOT A OF LOT 3 OF TRACT 7 LOT B OF LOT 3 OF TRACT 7

KINWOOD SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

904 GRANDVIEW	904 GRANDVIEW BLK 1
317 MINE	LOT 317 MINE ST BLK 1
405 MINE	405 MINE STREET BLK 1
409 MINE	LOT 409 MINE ST BLK 1
411 MINE	LOT 411 MINE ST BLK 1
407 MINE	LOT 8 BLK 1
425 MINE	LOT 9 BLK 1
427 MINE	LOT 427
433 MINE	LOT 433
435 MINE	LOT 435
430 MINE	LOT 430 MINE STREET BLK 2
910 EAST	LOT 910 EAST ST BLK 2
908 EAST	LOT 908 EAST ST BLK 2
424 MINE	LOT 3A BLK 2
418 MINE	LOT 3B BLK 2
414 MINE	LOT 3C BLK 2
426 MINE	LOT 426
408 MINE	LOT 408 MINE ST & LOT G1 BLK 3
412 MINE	LOT 3 BLK 3
903 EAST	LOT 903 EAST ST BLK 3
903 CROSS	LOT 903 CROSS ST BLK 3
1012 GRANDVIEW	LOT 1012
1002 CROSS	LOT 1002
1006 CROSS	LOT 1006
1014 CROSS	LOT 4C BLK 4
1008 WASHINGTON	LOT 1008 WASHINGTON ST BLK 5
1014 WASHINGTON	LOT 1014 WASHINGTON ST BLK 5
1012 WASHINGTON	LOT 1012 WASHINGTON ST BLK 5
1024 WASHINGTON	LOT 6 BLK 5
312 ELKHORN	LOT A SUB OF 1,2,5 & 7 BLK 5
310 ELKHORN	LOT B SUB OF 1,2,5 & 7 BLK 5
308 ELKHORN	LOT C SUB OF 1,2,5 & 7 BLK 5
307 NORTH	LOT D SUB 1,2,5 & 7 BLK 5
306 ELKHORN	LOT E SUB 1,2,5 & 7 BLK 5
305 NORTH	LOT F SUB OF 1,2,5 & 7 BLK 5
308 NORTH	LOTS G & H S/D OF 1,2,5 & 7 BLK 5 (HMC DRAWING A-33-70)
305 ANDERSON	LOT L SUB OF 1,2,5 & 7 BLK 5
307 ANDERSON	LOT J SUB OF 1,2,5 & 7 BLK 5
1020 WASHINGTON	LOT N & S 25' OF LOT M SUB OF 1,2,5 & 7 BLK 5
	LOT K & N 25' OF LOT M SUB OF 1,2,5 & 7 BLK 5
319 ANDERSON	LOT 319 ANDERSON ST BLK 5
908 WASHINGTON CHURCH	LOT 908 WASHINGTON ST BLK 6
904 WASHINGTON	LOT 3 BLK 6
901 WASHINGTON	LOT 901 WASHINGTON ST
911 WASHINGTON	LOT 911

KINWOOD SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
217 IRWIN	LOT 217 IRWIN ST BLK 7
213 IRWIN	LOT 213 IRWIN ST BLK 7
209 IRWIN	LOT 209
205 IRWIN	LOT 205 IRWIN ST
110 CYANIDE	110B CYANIDE
110 CYANIDE	110 CYANIDE
116 CYANIDE	LOT 116 CYANIDE ST BLK 7
118 CYANIDE	LOT 118 CYANIDE ST
	LOT 1A BLK 8
206 IRWIN	LOT 1B BLK 8
204 IRWIN	LOT 2 BLK 8
201 ANDERSON	LOT A SUB OF 3 & 4 BLK 8
203 ANDERSON	LOT B SUB OF 3 & 4 BLK 8
205 ANDERSON	LOT C SUB OF 3 & 4 BLK 8
207 ANDERSON	LOT D SUB OF 3 AND 4 BLK 8
209 ANDERSON	LOT 5 BLK 8
1015 WASHINGTON	LOT 1015 WASHINGTON ST BLK 8
1021 WASHINGTON	LOT 1021
126 IRWIN	LOT 126 IRWIN BLK 9
1015 GUSHURST AKA	LOT 124 IRWIN
1017 GUSHURST	LOT 1017
1021 GUSHURST	LOTS 3 & 4 SUB OF LOT 7 BLK 9 & VAC. POR. ANDERSON ST.(1265')
	M & B DESCRIPTION PT LOT 5 SUB OF LOT 7 BLK 9 (FACING ANDERSON ST)
123 IRWIN	LOT 123A (.31 AC) & 125 (.18 AC) IRWIN ST BLK 10
127 IRWIN	LOT 127A IRWIN ST BLK 10
108 CYANIDE	LOT 108 CYANIDE ST BLK 11
	LOT G BLK 11
24 CYANIDE	LOT 24 & M&B DESC OF M S 1281 (SEE DEED 98/4385
20 CYANIDE	LOT 20
722 E MAIN	LOT 6 BLOCK 11
809 SEARLE	PORTION OF LOTS 1,2 AND 3 BLK 12
803 SEARLE	N PT LOT 4 BLK 12
808 SEARLE	LOT 808 SEARLE BLK 13
804 SEARLE	LOT 804
303 CYANIDE	TRACT C (.121) BLK 14 AKA LOT 7 PEACEMAKER M.S. 1319
303 1/2 CYANIDE	TRACTS A (.177AC) & B (.055) BLK 14 AKA LOT 7 & 8 PEACEMAKER M.S. 1319

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

	LOTS 1 & 2 BLK A & A PO. OF DEDICATED WEST SUMMIT STREET	
631 W MAIN	PT OF LOT 1 BLK 2	
114 PAUL	LOT 114	
116 PAUL	LOT 116	
120 PAUL	LOT 120	
701 W MAIN	E. 37.5' OF 1/2 OF LOT 2 SUB OF LOT 2 BLK 2 (LOT 8 OF SUB OF LOT 1)	
705 W MAIN	W 1/2 OF LOT 2 SUB LOT 2 BLK 2	
105 PAUL	LOTS 3 & 4 SUB OF LOT 2 BLK 2	
109 PAUL	LOT 5 SUB LOT 1 BLK 2	
115 PAUL	LOTS 6 & 7 SUB OF LOT 2 BLK 2	
	E 1/2 LOT 7 SUB LOTS 1 & 2 BLK 2	
	W 1/2 LOT 7 SUB LOTS 1 & 2 BLK 2	
709 W MAIN	E 1/2 LOT 3 & W 61' LOT 3 BLK 2	
709 JULIUS	LOT 3 BLK 2 (S OF JULIUS)	
717 W MAIN	N OF JULIUS, E PT LOT 4 BLK 2	
715 JULIUS	PT OF LOT 4 BLK 2 (S OF JULIUS)	
102 ALERT	SW OF JULIUS, PT OF LOT 4 BLK 2	
10 ALERT	N OF JULIUS, NW PT-LOT 4B, SUB LOT 4 BLK 2	
719 W MAIN	N OF JULIUS, NW PT-4A SUB LOT 4 BLK 2	
104 ALERT	S OF JULIUS, PT OF LOT 4 BLK 2	
701 & 702 HIGHLAND	LOT 6 BLK 2	
129-131 GRAND	LOT 129-131 (N PT LOT 7 BLK 2)	129-131 GRAND
609 MCQUILLAN	LOT 609 MCQUILLAN	
137 GRAND	S PT LOT 7 BLK 2 53X92X57X92	
115 GRAND	PORTION OF 9 BLK 30 ORIG AND PT OF LOT 7 BLK 2 DENVER	
117 GRAND	53 X 89' OF LOT 7 BLK 2 (HOMESTAKE DRAWING A-1-206)	
123 GRAND	LOT 123 GRAND AVE	
141 GRAND	N PT LOT 8 BLK 2	
147 GRAND	N PT LOT 8 BLK 2	
610 W ADDIE	N PT LOT 8 BLK 2	
614 W ADDIE	N PT LOT 8 BLK 2	
618 W ADDIE	LOT 618A	
704 W ADDIE	LOT 2 SUB LOT 9 BLK 2	
708 W ADDIE	LOT 708 A/K/A GIRARDI SUB	
722 W ADDIE	LOTS 4 & 5 SUB LOT 9 BLK 2	
816 MAIN	LOT 1 S/D OF LOT 4 BLK 3	
816 1/2 W MAIN	LOT 3 S/D OF LOT 4 BLK 3	
822 W MAIN	REMAINDER LOT 4 BLK 3	
820 W MAIN	LOT 2 S/D LOT 4 BLK 3	
826 & 826 1/2 W MAIN	S PT LOT 5 BLK 3	
824 W MAIN	N PT LOT 5 BLK 3	
830 W MAIN	E PT LOT 6 BLK 3	
834 W MAIN	W PT LOT 6 BLK 3	
840 W MAIN	LOT 7 BLK 3	

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

4 GLENDALE	E PT LOT 0 BLK 3 EXCEPT SE PT LOT 0 BLK 3
815 W MAIN	N OF JULIUS-NE PT LOT 1 BLK 4 NUGGET CAFE
819 JULIUS	PT OF NORA FRAC. LOT 1 BLK 4 (S OF JULIUS)
825 W MAIN	N OF JULIUS-NW PT LOT 1 BLK 4 & M & B DESCRIPTION OF M.S. 744
827 W MAIN	N PT LOT 3 BLK 4
821 JULIUS	SE PT LOT 3-(NORA FRACTION 3A) BLK 4
825 W MAIN CHURCH	SW PT OF 3 AND S PT LOT 4 BLK 4
823 W JULIUS	TRACT D OF TRACT C & D BLK 4
817 JULIUS	LOT 1 SUB LOT 5 BLK 4
822 HIGHLAND	REMAINDER OF LOT 2 SUB LOT 5 BLK 4
828 HIGHLAND	LOT 828
832 HIGHLAND	LOT 832
831 HIGHLAND	LOT 831
827 HIGHLAND	LOT 827
823 HIGHLAND	LOT 823
817 HIGHLAND	N PT LOT 8 SUB LOT 5 BLK 4
804 UPPER ADDIE	S PT LOT 8 SUB LOT 5 BLK 4
712 W ADDIE	LOT 712 & LOT G-5 UPPER ADDIE ST. BLK 4
716 UPPER ADDIE	LOT 716
708 W ADDIE	LOT G-4 UPPER ADDIE STREET BLK 4
806 UPPER ADDIE	LOT 806 WEST ADDIE STREET BLK 4
810 UPPER ADDIE	LOT 810
819 W ADDIE	LOT G-6 UPPER ADDIE ST. BLK 4
815 ADDIE	LOT G-7 UPPER ADDIE STREET BLK 4
816 W ADDIE	LOT 816
825 W ADDIE	LOTS G-8 & G-9 UPPER ADDIE STREET BLK 4
827 UPPER ADDIE	LOT G-11 UPPER ADDIE STREET BLK 4
ACROSS FROM 825 ADDIE	LOT G-10 UPPER ADDIE STREET BLK 4
835 UPPER ADDIE	LOT G-12 UPPER ADDIE STREET BLK 4
7 S MAIN	LOT K AND EXCEPT LOT K-1(.22AC) BLK 5 (CONTAINING .46 ACRES)(LEASE .39 AC TO CHURCH) LOT M S/D OF BLK 5 DENVER ADD & LOT 1 BLK 4 MAY ADD(.10AC) ASSESS.WITH #31570-00500-020-00 LOT K-1 A POR. OF LOT K BLK 5
3 S MAIN	LOTS E, H AND 8 BLK 5
11 GLENDALE	M.S. 512 LOTS F & G BLK 5 EX H-1 OF LOT F BLK 5 (.02AC)
825 UPPER ADDIE	LOT 1 & W 35' PT LOT 2 BLK 9
819 W ADDIE	E 65' OF LOT 2 BLK 9
815 UPPER ADDIE	LOT 815
809 UPPER ADDIE	E 50' OF LOT 3 BLK 9
807 W ADDIE	LOT 807
803 UPPER ADDIE	LOT 803
804 MCCLELLAN	LOT 804
808 MCCLELLAN	LOT 808
812 MCCLELLAN	PT OF ACME 741-E 1/2 OF LOT 6 BLK 9 50X90' (HOMESTAKE

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
816 MCCLELLAN	DRAWING A-1-380)
824 MCCLELLAN	LOT 816 MCCLELLAN
828 MCCLELLAN	E1/2 LOT 7 BLK 9 HOMESTAKE DRAWING A-1-378
212 MAY	LOT 828
308 MAY	PT OF LOTS 1 AND 2 BLK 10 (MITCHELL MAP)
312 MAY	LOT 308
816 MCCLELLAN	PT BLK 10
820 WALSH	LOT 3 BLK 10
821 MCCLELLAN	PT BLK 10
811 MCCLELLAN	LOT 821
815 WALSH	LOT 811
809 WALSH	LOT 815A-1 WALSH
811 WALSH	LOT 815B-1 WALSH
719 W ADDIE	PORTION MS 741-43X120' BLK 10
715 W ADDIE	LOT 811 WALSH
711 UPPER ADDIE	LOT 719 ADDIE
705 W ADDIE	LOT 715
701 W ADDIE	LOT 711
619 UPPER ADDIE	LOT 705
619 UPPER ADDIE	W PT LOT 3 BLK 11
605 W ADDIE	LOT G-2 OF M.S. 742
603 W ADDIE	LOT G-3 OF M.S. 742
601 W ADDIE	E 1/2 LOT 3, PT OF 8 BLK 11
219 GRAND	LOT G-1 OF M.S. 742
610 MCCLELLAN	LOT 4A BLK 11
702 MCCLELLAN	LOT 603
706 MCCLELLAN	LOT 5A BLK 11
708 W MCCLELLAN	LOT 5B BLK 11
712 W MCCLELLAN	LOT 219 GRAND AVE
716 MCCLELLAN	PT LOT 6 BLK 11 (SEE DOC 99-5100 ATTACHMENT 16 FOR DRAWING)
720 MCCLELLAN	PT OF LOT 4 & 50' OF LOT 7 BLK 11
719 MCCLELLAN	PT OF LOT 7 BLK 11
721 MCCLELLAN	W PT LOT 8 BLK 11
713 MCCLELLAN	E1/2 LOT 9 BLK 11
623 MCCLELLAN	W1/2 LOT 9 BLK 11
613 MCCLELLAN	LOT 716
609 MCCLELLAN	W PT LOT 10 BLK 11
309 GRAND	LOT 719
313 GRAND	LOT 721-A & 721-B
	LOT 713 & PT LOT 1 BLK 12 (SEE DOC 99-1694)
	LOT 623
	LOT 613
	LOT 609, LOT 615 & TRACT R
	LOT 309 GRAND AVE
	LOT 313

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
319 GRAND	LOT 319
521 W ADDIE	LOT 521
517 W ADDIE	LOT 517 WEST ADDIE STREET
511 W ADDIE	LOT 511
507 W ADDIE	LOT 507
503 W ADDIE	LOT 503
	OLD CB&Q RR PROP.
520 MCCLELLAN	LOTS 1A & PT 1B BLK 14
	LOT 1C BLK 14 & PT VACATED RICHMOND ST.
302 GRAND	LOT 302
306 GRAND	LOT 306
312 RICHMOND	LOT 312
310 GRAND	LOT 310
320 GRAND	ALL OF LOT 5 & 8' LOT 6 BLK 14 A/K/A LOT 5 ACC CRICK 320 GRAND AVE.
322, 324 & 326 GRAND	S PT LOT 6 BLK 14
328 GRAND	PT OF LOTS 6 AND 7 BLK 14
334 GRAND	LOT 334 GRAND AVE
336 GRAND	S PT LOT 8 BLK 14
509 UPPER MCCLELLAN	LOT 509
501 MCCLELLAN	LOT 501
310 RICHMOND	LOT 310 RICHMOND
314 RICHMOND	LOT 314A
322 RICHMOND	LOT 322
334 RICHMOND	LOT 334 & M & B DESC (SEE DEED 98/5089)
336 RICHMOND	LOT 336 AND VACATED PT. OF TERRACE ST. (20'X125.4) (336 RICHMOND)
404 RICHMOND	PORTION MS 969-57X100' OF BLK 14 & VAC. PT. OF TERRACE ST. (20X100)
407 W ADDIE	LOT 407
403 W ADDIE	E 1/2 LOT 3 EX N 28 1/2', ALL LOT 4 & N PT LOT 5 BLK 15
207 S STONE	S PT LOT 5, ALL OF 6, 7 AND 8 BLK 15
209 S STONE	S PT 5, ALL OF 6, 7 & 8 BLK 15 (LAND ASSESSED UNDER 31510-01500-080-00)
413 W ADDIE	N PT LOT 1, 9 AND 10 BLK 15 (MITCHELL MAP)
413 UPPER MCCLELLAN	LOT 413
409 UPPER MCCLELLAN	E PT LOT 1 & ALL OF 2 BLK 16
403 UPPER MCCLELLAN	TRACT A BLK 16
345 UPPER MCCLELLAN	TRACT B BLOCK 16
505 MCCLELLAN	W PT LOT 4 BLK 16
407 MCCLELLAN	LOT 407 UPPER MCCLELLAN
343 W ADDIE	LOT 1 BLK 17
210 S STONE	LOT 2 BLK 17
335 W ADDIE	LOT 335 WEST ADDIE
338 MCCLELLAN	LOT 338 MCCLELLAN
332 W MCCLELLAN	LOT 332
323 1/2 W ADDIE	LOT 323 1/2 W ADDIE

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

	M & B DESC (DOC 99-5100 ATTACHMENT 13 FOR DRAWING) PT LOTS 1,2,3,4,5 & 6 BLK 18 (DOC 99-5100 ATTACHMENT 15 FOR DRAWING)
325 UPPER MCCLELLAN	LOT 325
343 UPPER MCCLELLAN	LOT 343
316 W MCCLELLAN	LOT 316
309 W ADDIE	LOT 309 & 305 W ADDIE
304 MCCLELLAN	S PT LOT 4 BLK 19
301 W ADDIE	N PT LOT 4 BLK 19
213 W ADDIE	PT LOT 5, N PT LOT 11 & PT LOT 12 BLK 19
207 W ADDIE	LOT 6A BLK 19
203-205 W ADDIE	LOT 6B BLK 19
207 & 207 1/2 WALL	LOT 6C & 6D BLK 19
211 WALL	PORTION OF LOT 5 AND 7 BLK 19
215 WALL	LOT 8 BLK 19
209 W ADDIE	LOT 209 W ADDIE
210 W MCCLELLAN	LOT 210 & LOT 220
306 MCCLELLAN	PT LOTS 12 & 13 BLK 19
311 W ADDIE	LOT 313 & N PT LOT 14 BLK 19
312 W MCCLELLAN	S PT LOT 14 BLK 19
	S PT LOT 15 BLK 19
320 MCCLELLAN	LOT 320 MCCLELLAN
317 W ADDIE	LOT 317
ROAD RIGHT-OF-WAY	LOTS 16 & 17 BLK 19
209 MCCLELLAN	LOT A SUB LOTS 20, 21 AND 22 BLK 19
215 MCCLELLAN	LOT B SUB LOTS 20,21 AND 22 BLK 19
205 & 207 MCCLELLAN	LOT 23 & 24 & M & B DESC(HOMESTAKE DRAWING A-1-182) BLK 19
201 MCCLELLAN	LOT 201
305 WALL	LOT 305
305 UPPER MCCLELLAN	LOT 305
309 MCCLELLAN	E PT LOT 8 BLK 20
313 UPPER MCCLELLAN	W PT LOT 9 BLK 20
315 W MCCLELLAN	LOT 315
321 UPPER MCCLELLAN	LOT 10 BLK 20 ON SPARK ST A/K/A LOT 4 BLK 18
	LOTS 1,2 & 3 BLK 21
301 UPPER MCCLELLAN	LOT 4A AND 4 BLK 21
217 GOLD	E 50' OF LOT 1 BLK 22
219 GOLD	EAST 30' OF LOT 1 BLK 22
110 MCCLELLAN	M.S. 1933 & 221, S PT LOT 4 & PT LOT 1 BLK 22
209 GOLD	LOT 209
GARAGE	PT LOTS 1 AND 3 BLK 22
109 W ADDIE	NW PT LOT 3 BLK 22
	NE PT LOT 3 & ALL LOT 6 BLK 22
111 W ADDIE	LOT 2 SUB LOTS 4 AND 5 BLK 22
119 W ADDIE	LOT 5 BLK 22
115 W ADDIE	LOT 1 SUB LOT 4 AND 5 BLK 22

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
127 ADDIE	E 50' OF LOT 7 BLK 22
206 & 210 WALL	W 50' OF LOT 7 BLK 22
224 S WALL	8A & 8C OF LOT 8 BLK 22
	8B OF 8 BLK 22
301 GOLD	NE PT OF LOT 1 BLK 23
307 GOLD	SE PT OF LOT 1 BLK 23
107 W MCCLELLAN	LOT 107
107 1/2 W MCCLELLAN	LOT 107 1/2
311 GOLD	LOT 311
317 GOLD	LOT 317 GOLD ST
319 GOLD	LOT 319
119 W HILL	LOT 4-A BLK 23, PT OF RUFUS FRACTION OLD SMEAD LOT
	LOT 4B OF SUB LOT 4 BLK 23 OLD SMEAD LOT
	SW PT BLK 23 (SEE DOC 99-5100 ATTACHMENT 10 FOR DRAWING)
401 GOLD	LOT 401
1109 W HILL	LOT 109 W HILL
417 GOLD	LOT 3 BLK 24
417 SAMO	LOT 417A SAMO STREET & VAC. POR SAMO ST. (3850')
605 MILL	A/K/A LOT 11 BLK 15 ORIG
617 S MILL	M & B DESCRIPTION (617 S. MILL) HOMESTAKE DRAWING A-20-35
	LOTS 5 & 6 EXCEPT THAT PART PREVIOUSLY CONVEYED (SEE DOC 2000-1099 FOR DRAWING)
	LOTS 1,2,3,4,5,6 & 7 BLK 25
328 W SUMMIT	328 W SUMMIT & M & B DESCRIPTION (HOMESTAKE DRAWING A-1-228-A)
330 W SUMMIT	LOT 330
	PT LOTS 1,2,3,4,5 & 6 BLK 26 (SEE DOC 99-5100 ATTACHMENT 11 FOR DRAWING)
407 W SUMMIT	LOT 407
408 W SUMMIT	LOT 408
409 W SUMMIT	LOT 409
410 W SUMMIT	LOT 410
411 W SUMMIT	LOT 411
413 W SUMMIT	LOT 413
414 W SUMMIT	414 W SUMMIT
415 W SUMMIT	LOT 415
417 W SUMMIT	M & B DESCRIPTION HOMESTAKE DRAWING A-1-192
	PT LOTS 1,2 & 3 BLK 27 (SEE DOC 99-5100 ATTACHMENT 11 FOR DRAWING)
501 W SUMMIT	LOT 501
503 W SUMMIT	LOT 503
504 W SUMMIT	M & B DESCRIPTION
505 W SUMMIT	LOT 505 & M & B DESCRIPTION (SEE DOC 99-3284 FOR DRAWING)
506 W SUMMIT	S PT LOT 2
509 W SUMMIT	139'X60' OF LOT 1 BLK C

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
524 W SUMMIT	524 W SUMMIT & G-14 W SUMMIT ST BLK C(.16)
531 W SUMMIT	LOT 531
	PT LOTS 1,2,3,4,5 & 6 BLK 28 (SEE DOC 99-5100 ATTACHMENT 12 FOR DRAWING)
601 W SUMMIT	LOT 601
605 W SUMMIT	LOT 605
609 W SUMMIT	609 W SUMMIT
613 W SUMMIT	613 W SUMMIT
615 W SUMMIT	LOT 4 BLK B
617 W SUMMIT	617 W SUMMIT
621 W SUMMIT	LOT 621
	PT LOTS 1,2,3,4,5 & 6 BLK 29 (SEE DOC 99-5100 ATTACHMENT 12 FOR DRAWING)
702 W SUMMIT	702 W SUMMIT
703 W SUMMIT	LOT 703
706 W SUMMIT	LOT 706
707 W SUMMIT	LOT 707
710 W SUMMIT	LOT 710
711 W SUMMIT	LOT 711
714 W SUMMIT	BLOCK LODE 744
715 W SUMMIT	LOT 715
718 W SUMMIT	LOT 718
721 W SUMMIT	721 W SUMMIT
722 W SUMMIT	LOT 722
726 W SUMMIT	726 W SUMMIT
	LOTS 1,2,3 & 4 BLK 30
803 W SUMMIT	LOT 803
804 W SUMMIT	LOT 804
807 W SUMMIT	807 W SUMMIT
808 W SUMMIT	M & B DESCRIPTION (HOMESTAKE DRAWING A-1-172)
808 W SUMMIT	LOT T (A POR. OF MS. 741 & 744)
811 W SUMMIT	LOT 811
812 W SUMMIT	812 W SUMMIT 50 X 100 LOT
815 W SUMMIT	NUN SUCH LODE 353
816 W SUMMIT	LOT 816
817 W SUMMIT	LOT 5 BLK A
	M & B DESC (SEE DOC 99-5100 ATTACHMENT 14 FOR DRAWING)
820 W SUMMIT	LOT 820
821 W SUMMIT	821 W SUMMIT
824 W SUMMIT	LOT 824
825 & 825 1/2 W SUMMIT	LOT 825
831 W SUMMIT	LOT 831
334 RICHMOND (BACKYARD)	LOTS 1-2-3-4 BLK 31
402 GRAND	N PT LOT 1 BLK 32
406 GRAND	LOT 406
410 GRAND	LOT 410

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
414 GRAND	LOT 414 GRAND
323 GRAND	LOT 323A
337 GRAND	S PT LOT 6 BLK 33
403 GRAND	LOT 403
616 W SUMMIT	PT OF LOTS 3,4 AND 5 BLK 34
612 W SUMMIT	LOT 5 BLK 34
608 W SUMMIT	LOT 6 BLK 34 & M & B DESCRIPTION (DOC #99-2056)
408 PEAK	408 PEAK
410 PEAK	410 PEAK
411 PEAK	LOT 411
413 PEAK	LOT 413
414 PEAK	LOT 414
	TRACT 1 BLK D
416 PEAK	M & B DESCRIPTION
417 PEAK	417 PEAK M & B DESCRIPTION HOMESTAKE DRAWING A-20-37
503 PEAK	M & B DESCRIPTION (HOMESTAKE DRAWING A-1-398)
504 PEAK	LOT 504
506 PEAK	LOT 506
420 HOUSTON	LOT 420
410 HOUSTON	LOT 410
608 HOUSTON	M & B DESCRIPTION HOMESTAKE DRAWING A-11-29 (608 HOUSTON)
	LOT 608A HOUSTON ST
616 HOUSTON	LOT 616
618 HOUSTON	M & B DESCRIPTION HOMESTAKE DRAWING A-1-332
714 HOUSTON	714 HOUSTON M & B DESCRIPTION OF M.S. 353
718 HOUSTON	718 HOUSTON
722 HOUSTON	LOT 722
802 HOUSTON	LOT 802 (CD FROM TWIN CITY DEV. FOR LAND)
810 HOUSTON	M & B (HOMESTAKE DRAWING A-1-288)
504 GRAND	LOT 504
508 GRAND	LOT 508
406 RICHMOND	M.S. 969
410 RICHMOND	410 RICHMOND
414 RICHMOND	414 RICHMOND
303 MATTHEW	LOT 303
307 MATTHEW	LOT 307
404 MATTHEW	M.S. 1050 JINGO - LOT A BLK M
405 MATTHEW	M.S. 1050 M & B OF THE JINGO LODGE
406 MATTHEW	406 MATTHEW
407 MATTHEW	407 MATTHEW -
408 MATTHEW	LOT 408
409 MATTHEW	LOT G
410 MATTHEW	LOT 410 MATTHEW & M&B DESCRIPTION (HOMESTAKE DRAWING A-1-257 LOT C)
411 MATTHEW	LOT 411 MATTHEW & M&B DESCRIPTION (HOMESTAKE

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

412 MATTHEW	DRAWING A-1-257 LOT A) LOT 412 MATTHEW & M & B DESCRIPTION(HOMESTAKE DRAWING A-1-257 LOT B)
414 MATTHEW	414 MATTHEW PTS MS 693, 1020, 1220, 353, 127, 217, AND PT DAKOTA LODE 1242
416 MATTHEW	416 MATTHEW
419 MATTHEW	M.S. 1311 LOT S
708 BERRY	LOT 708 TRACTS 1 & 3 BLK F REMAINDER TRACT 2 BLK F REMAINDER OF TRACT 4 BLK F
252 HOUSTON	LOT 1 OF TRACTS 2 & 4 BLK F
250 HOUSTON	LOT 2 OF TRACTS 2 & 4 BLK F
248 HOUSTON	LOT 3 OF TRACTS 2 & 4 BLK F
246 HOUSTON	LOT 4 OF TRACTS 2 & 4 BLK F
723 MINERS	E PT LOT 1 BLK Y
724 RAILROAD	LOT 2 BLK Y & AN UNDIVIDED 1/2 INTEREST IN PARCEL DESCRIBED IN 90/1616
730 RAILROAD	LOT 3 BLK Y
738 RAILROAD	LOT 4 BLK Y
739 & 740 MINERS	LOT 5 BLK Y ACCORDING TO MITCHELLS MAP
802 MINERS	W PT 5 & ALL OF 6 BLK Y LOT G-1 BLOCK Y LOT G-2 BLOCK Y LOT G-3 BLOCK Y
804 MINERS	LOT 7 BLK Y
806 MINERS	LOT 7 BLK Y (LAND ASSESSED UNDER 31510-04000-070-10)
814 MINERS	LOT 8 BLK Y (STONER MAP)
816 MINERS	LOT 816
820 RAILROAD	LOT 10 BLK Y
900 MINERS	TRACT D BLK Y
845 MINERS	TRACT E BLK Y
734 & 736 MINERS	LOT 736 MINERS (2 HOUSES)
732 MINERS	LOT 732
726 MINERS	LOT B SUB OF 13, 14, & 15 BLK Y
724 MINERS	LOT C SUB LOT 15 BLK Y
402 SPARK	402 SPARK
404 SPARK	M & B DESCRIPTION HOMESTAKE DRAWING A-1-241 (404 SPARK)
406 SPARK	LOT 406
408 SPARK	LOT 408
410 SPARK	LOT 410
412 SPARK	LOT 412
414 SPARK	414 SPARK
416 SPARK	LOT 416 SPARK
418 SPARK	LOT 418

DENVER SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
405 1/2 SPARK	LOT 405 & 405 ½
407 SPARK	LOT 407
409 SPARK	LOT 409
411 SPARK	LOT 411
413 SPARK	LOT 413
415 SPARK	LOT 415
417 SPARK	LOT 417
419 SPARK	LOT 419
421 SPARK	421 SPARK
423 SPARK	LOT 423 SPARK, PT OF BLK E (MITCHELL MAP)

MAYS SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
835 W MAIN	LOTS 1 & 2 BLK 1
12 S MAIN	LOT 3 BLK 1
114 MAY	LOT 4 BLK 1
118 MAY	LOT 5 BLK 1
124 MAY	LOT 6 AND TRIANGLE PT LOT 7 BLK 1 (CRICK MAP)
128 MAY	LOT 7 BLK 1
110 S MAIN	LOT 1 BLK 2 & M & B (.08AC) OF M.S. 512
111 MAY	LOT 2 BLK 2
115 MAY	LOT 3 BLK 2
121 MAY	LOT 4 BLK 2
112 S MAIN	LOT 5 BLK 2
114 S MAIN	LOT 6 BLK 2
116 S MAIN	LOT 116
202 S MAIN	N PT OF LOT 8 BLK 2-EXC W'LY 3 1/2' OF N PT OF 8
202 1/2 S MAIN	W'LY 3 1/2' OF N PT AND 37 1/2' S PT LOT 8 BLK 2
206 S MAIN	LOT 9 BLK 2
320 S MAIN	LOT 10 BLK 2
835 W ADDIE	LOT 835
827 W ADDIE	LOT 827
210 MAY	LOT 210
208 MAY	LOT 208
913 W ADDIE	W 50' OF LOT 1 BLK 4
909 W ADDIE	W PT 2 AND E PT LOT 1 BLK 4
901 W ADDIE	E PT LOT 2 BLK 4 & 3'X7'X61' STRIP ON E SIDE OF LOT 2
209 MAY	LOT 3 BLK 4
211 MAY	LOT 211
213 MAY	LOT 213
215 MAY	LOT 6 BLK 4
311 MAY	LOT 7 BLK 4
307 MAY	LOT 307
111 S MAIN	LOT 1 BLK 4, LOT M BLK 5, & N PT LOT 3, ALL OF 1 AND 2 BLK 5 (CHURCH)
8 BALTIMORE	LOT 3B SUB OF 2 & 3, & LOT 2B SUB OF LOT 3 BLK 5
8 1/2 BALTIMORE	LOTS 2A AND 3A SUB 2 AND 3 BLK 5
12 BALTIMORE CHURCH	W PT LOT 3 BLK 5
205 S MAIN	LOT 4 BLK 5

MILE-HI #2 MOBILE HOME PARK OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

33 VOIGHT	LOTS 1 & 2
33 VOIGHT	MH SITS ON LOTS 1 & 2
35 VOIGHT	LOT 3
35 VOIGHT	MH SITS ON LOT 3
39 VOIGHT	LOTS 4 & 5
41 VOIGHT	LOT 6
46 VOIGHT	LOT 7
42 VOIGHT	LOT 8 & 8A
42 VOIGHT	LOT 9 & S 7.5' OF LOT 10
40 VOIGHT	N 37.5' LOT 10 & S 15' LOT 11
36 VOIGHT	TRACT D
34 VOIGHT	NLY 15' OF LOT 12 & ALL LOT 13
32 VOIGHT	LOTS 14 & 15
	LOT 15A

MORNINGSIDE SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

504 GOLD	LOT 14 W SUMMIT
507 S GOLD	LOT 2
501 GOLD	LOT 3
116 1/2 W SUMMIT	LOT 116 1/2
116 W SUMMIT	E PT LOT 4
118 W SUMMIT	LOT 118
126 W SUMMIT	LOT 126A WEST SUMMIT STREET
130 W SUMMIT	LOT 130A WEST SUMMIT STREET
134 W SUMMIT	LOT 134
136 W SUMMIT	LOT 136
142 W SUMMIT	LOT 142
144 W SUMMIT	LOT 144
148 W SUMMIT	W 50' OF LOT 10
152 W SUMMIT	W PT 10 AND E PT 11
156 W SUMMIT	LOT 156
158 W SUMMIT	LOT 12A OF 12
147 W SUMMIT	LOT 147
143 W SUMMIT	TRACT A OF LOTS 15 & 16
LAND ONLY	TRACT B OF LOTS 15 & 16
141 W SUMMIT	PT OF LOT 17
135 W SUMMIT	LOT 135
129 W SUMMIT	LOT 129
133 W SUMMIT	LOT 19
603 SAMO	LOT 20
609 SAMO	LOT 609
611 SAMO	LOT 611
615 SAMO	LOT 615
	PT OF LOT 23 AND 24

MOULTON TERRACE SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

718 SUNNYHILL	LOT 1 BLK 1
724 SUNNYHILL	LOT 2 BLK 1
728 SUNNYHILL	LOT 3 BLK 1
728 DWIGHT	LOT 3 BLK 1 (GARAGES & APT)
730 SUNNYHILL	LOT 730
802 SUNNYHILL	W 1/2 LOT 4 BLK 1
804 SUNNYHILL	LOT 5 BLK 1
810 SUNNYHILL	LOT 6 BLK 1
818 SUNNYHILL	LOT 818
824 SUNNYHILL	LOT 824
828 SUNNYHILL	LOT 828
832 SUNNYHILL	W PT LOT 9 BLK 1
836 SUNNYHILL	LOT 10 BLK 1
116 COOLIDGE	LOT 116
904 SUNNYHILL	E PT LOT 12 BLK 1 (PT BLK Q ON MITCHELLS MAP)
908 SUNNYHILL	LOT 908
119 COOLIDGE	LOT 119 COOLIDGE ST BLK 1
118 TERRAVILLE	LOT 118 TERRAVILLE AVE BLK 1
118 COOLIDGE	118 COOLIDGE ST BLK 1
120 COOLIDGE	LOT 120
111 FOREST	LOT 111
124 FOREST	LOT 124
116 FOREST	LOT 116
117 FOREST	LOT 117
124 COOLIDGE	S PT LOT 19 BLK 1
132 COOLIDGE	LOT 132
122 TERRAVILLE	LOT 20 BLK 1 (GARAGE SITS ON 125 COOLIDGE)
128 TERRAVILLE	LOT 128 TERRAVILLE
132 TERRAVILLE	LOT 22 BLK 1
138 COOLIDGE	LOT 138
127 ROOSEVELT	LOT 127
148 COOLIDGE	LOT 148
144 TERRAVILLE	LOT 144
148 TERRAVILLE	LOT 148
206 TERRAVILLE	LOT 206
208 ROOSEVELT	LOT 208 ROOSEVELT
210 ROOSEVELT	LOT 210 (WALTER & SYLVIA MICKELSON RETAIN LIFE ESTATE)
210 TERRAVILLE	LOT 210 TERRAVILLE AVE
	TRACT A OF BLK K S/D M.S. 1156 & 1044
214 TERRAVILLE	LOT 214
220 TERRAVILLE	LOT 220-A
141 TERRAVILLE	LOT 141
145 TERRAVILLE	LOT 145
147 TERRAVILLE	147 TERRAVILLE AVE

MOULTON TERRACE SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
149 TERRAVILLE	LOT 149
151 TERRAVILLE	LOT 151A TERRAVILLE AVE
207 TERRAVILLE	LOT 207-A
	LOT G-1A TERRAVILLE AVE
209 TERRAVILLE	LOT 209 (CD FROM TWIN CITY DEV. FOR LAND)
211 TERRAVILLE	211 TERRAVILLE AVE
213 TERRAVILLE	LOT 213
229 TERRAVILLE	LOT 229 TERRAVILLE AVE
215 & 225 TERRAVILLE	LOT 215 & LOT 225
231 TERRAVILLE	LOT 231
231A TERRAVILLE	LOT 231A TERRAVILLE AVENUE
410 TERRAVILLE	LOT G-1 BLK K
410 TERRAVILLE	LOT G-2 BLK K
233 TERRAVILLE	LOT 233A TERRAVILLE AVE.
301 TERRAVILLE	LOT 301A TERRAVILLE AVE
	NE OF TERRAVILLE AVE RD-TOWER (ASSESSED BY STATE)
NW1/4 32-5-3	BLDG. ON A POR. M.S.1156 & M.S.1450 MW1/4 32-5-3
ROUNDHOUSE	TRACT A
104 GLENDALE	TRACT B
140 GLENDALE	A/K/A DENVER ADD-LOTS 6 EX H1(173 SQ FT) & 7 BLK Q
	MDU LOT BLK Q (233.5')
142 GLENDALE	LOT 142
144 GLENDALE	LOT 144
148 GLENDALE	LOT 148
202 GLENDALE	LOT 202
202 1/2 GLENDALE	LOT 202 1/2
204 GLENDALE	LOT 204
	LOT D1 BLK L
	LOT D4 BLK L
	LOT D5 BLK L
	LOT D6 BLK L
232 DIXON	LOT 232
234 DIXON	LOT 2 BLK L
312 DIXON	LOT 3 BLK L
314 DIXON	LOTS 4, D2 & D3 BLK L
318 DIXON	LOT 5 BLK L
320 DIXON	LOT 6 BLK L
324 DIXON	LOT 7 BLK L
326 DIXON	LOT 326
328 DIXON	LOT 328
330 DIXON	LOT 10 BLK L
402 DIXON	LOT 402 DIXON AVENUE BLK L
406 DIXON	LOT 406A BLK L
	LOT 406B BLK L
717 RIDGEROAD	LOT 717 RIDGEROAD
718 RIDGEROAD	LOT 718 RIDGEROAD

MOULTON TERRACE SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

724 RIDGEROAD	LOT 724 RIDGEROAD
726 RIDGEROAD	726 RIDGEROAD
	LOT G-2(.16) & G-3(.16)
730 RIDGEROAD	730 RIDGEROAD
802 RIDGEROAD	LOT 802 RIDGEROAD
806 RIDGEROAD	806 RIDGEROAD
802 DWIGHT	LOT 802 DWIGHT
804 DWIGHT	LOT 804 DWIGHT

MOUNTAIN VIEW SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
203 MT VIEW	LOTS 1 & 2
207 MT VIEW	LOT 3
209 MT VIEW	LOT 4
211 MT VIEW	LOT 5
213 MT VIEW	LOTS 6 & 7
217 MTN VIEW	LOT 8
219 MT VIEW	LOT 9
221 MT VIEW	LOT 10
223 MT VIEW	LOT 11
225 MT VIEW	LOT 13

NISICK HEIGHTS SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

414 SUNSET

PT OF 7 AND PT OF 8 BLK 1

PARK PLACE SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

235-237 S MAIN	LOT 235-237
241 1/2 S MAIN	REAR LOT OF DUPLEX (CD FROM TWIN CITY DEV. FOR LAND)
241 S MAIN	LOT 241
303 S MAIN	LOT 303
	LOT 3(EX.H1(.09)
313 S MAIN	LOT 4
115 BALTIMORE	TR "AB"(EX.H1(.03) BEING A PT. OF MONTANA & DAKOTA LODES M.S. #1242 SEC. 32, T5R3 FORMERLY KNOWN AS PT OF LOT 5
115 BALTIMORE	LOT 5 EX. PT IN TRACT AB AND H1(.015)
315-321 S MAIN	LOT 6A(EX.H1(.02) & 6B(EX.H1(.03) OF LOT 6 & LOT 315
333 S MAIN	LOT 333
335 S MAIN	LOT 7B S/D OF LOT 7
404 S MAIN	LOT A (EX LOT H1 (19 SQ.FT)
409 S MAIN	LOT B
417 S MAIN	LOT C
421 S MAIN	LOT D
427 S MAIN	LOT 427
431 S MAIN	LOT 431
433 S MAIN	LOT 433 (ETAL HAS INTEREST IN HOUSE ONLY DEED 95- 4861)
433 1/2 S MAIN	LOT 433 1/2
435 S MAIN	LOT I
	LOT J
517 S MAIN	LOT 517
515 S MAIN	LOT 515 S MAIN
514 S MAIN	TRACT 40 SEC 32 T-5 R-3 & M & B DESCRIPTION (HOMESTAKE DRAWING A-11-33) M.S. 1317 TR S-1 OF KANSAS LODE
522 S MAIN	M.S. 1317 TRACT S-2
	M.S. 1317 TRACT S-3
450 S MAIN	LOT 450
442 1/2 S MAIN	LOT E S/D OF 442 1/2 SOUTH MAIN
442 S MAIN	LOT 442 EX H-1
434 1/2 S MAIN	LOT 434 ½
432 S MAIN	LOT 26 EX LOT H1 (774 SQ FT) APTS & RES COMBINED
430 1/2 S MAIN	LOT 430 1/2A (CD FROM TWIN CITY DEV. FOR LAND)
430 S MAIN	LOT 27 EX H-1 (596 SQ FT)
428 1/2 S MAIN	LOT 428 1/2A SOUTH MAIN STREET
428 S MAIN	LOT 428 EX H1(664 SQ FT)
424 S MAIN	LOT 424 EX H-1 (615 SQ.FT.)
414 S MAIN	LOT E S/D OF 414A SOUTH MAIN

PARK PLACE SUBDIVISION OF THE CITY OF LEAD

LOT F

LOT G

LOT H

BESIDE HIGH SCHOOL TRACK

BESIDE HIGH SCHOOL TRACK FIELD ON SCHOOL LAND

PAVILION SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

PAVILION

LOT A

LOT B

830 PAVILION

LOT C

LOT D

LOT E

LOT F

LOT G

LOT H (ROSS COMPR. PLT HERE)

LOT I

LOT J (FOR TRANSFER PURPOSES ONLY)

LOT K (FOR TRANSFER PURPOSES ONLY)

PLAZA WEST ADDITION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

395 GLENDALE	LOT D OF PLAZA WEST ADDN LOT B (TIF DISTRICT #3) (BASE VALUE-\$39,220) (1991 THRU 2005)
70 DUNMIRE DR	LOTS A,C,F, & G LOT E OF PLAZA WEST ADDN

RICHARD'S COURT SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

113 FAIRVIEW

LOT 1

111 FAIRVIEW

LOT 2

109 FAIRVIEW

LOT 3

GOLDEN HILLS INN LOT 2

LOT 6A

LOT 1-A A POR. OF LOT 6

LOT 2-A A POR. OF LOT 6

SCHOOL ADDITION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

320 S MAIN

TRACT S

ST. PAUL HEIGHTS SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
514 WASHINGTON	LOT 1 & PT LOT 2 SUB LOTS 2-3 & 4 & 516 WASHINGTON(.085)
522 WASHINGTON	LOT 3, SUB 2,3 AND 4
	LOTS 4,5 & 6, SUB 2,3 AND 4
628 WASHINGTON	LOT 628
624 WASHINGTON	LOT 624 & M & B DESC (SEE DEED 98/5090)
640 WASHINGTON	LOT 11 (A/K/A LOT 3 CRICK MAP)
804 WASHINGTON	LOT 12, AKA 4B SUB OF 4 MS 1319
810 1/2 WASHINGTON	4A OF M.S. 1319, M&B M.S. 1202 PLAT 1-276
814 WASHINGTON	LOTS 13 & 14 (CRICK MAP) LOTS 5 & 6 OF PEACEMAKER M.S. 1319

SUNNYSIDE SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
714 SUNNYHILL	LOTS 3,4,5 AND 6 BLK 4
716 SUNNYHILL	LOT 716
702 MINERS	LOT 1 AND E 1/2 OF 2 BLK 5
710 MINERS	LOTS 3,4,5 & WLY PT LOT 2 BLK 5
718 MINERS	LOTS 6,7 & 8 BLK 5
701 MINERS	LOT 701
602 RAILROAD	LOT C-1
	LOT C-2A
RAILROAD	SITS ON LOT C-2A
	LOT C-3A (CITY PARKING)
708 RAILROAD	BLK 6
710 RAILROAD	N PT LOT 3 & LOTS 4,5 & 6 BLK 6
716 RAILROAD	TRACTS C & C-1 OF MS 354 & AN UNDIVIDED 1/2 INTEREST IN PARCEL DESCRIBED IN 90/1616
717 MINERS	TRACT B OF LOT 7, LOT 8 BLK 6
634 PROSPECT	LOT A BLK 7
632 PROSPECT	LOT B BLK 7
630 PROSPECT	LOT C BLK 7
628 PROSPECT	LOT D BLK 7
RAILROAD	LOT E BLK 7
	LOT F BLK 7
	LOT G BLK 7
510 RAILROAD	LOT 510A BLK 8
515 MINERS	LOT 515A MINERS AVE BLK 8
514 RAILROAD	LOT 514 RAILROAD AVE. BLK 8
518 RAILROAD	E 8' OF 5 & ALL OF LOT 4 BLK 8
601 MINERS	LOT 5 EXC 8' OF 5 BLK 8
602 RAILROAD	LOT 6 BLK 8
604 RAILROAD	LOT 7 BLK 8
603 MINERS	LOT 8 BLK 8
MINERS	N PT LOT 9 BLK 8
608 RAILROAD	S PT OF LOT 9 BLK 8
614 RAILROAD	LOT 614 RAILROAD
621 MINERS	NW PT LOT 11 BLK 8 & A TRIANGULAR PIECE OF GROUND OF M.S. 254
640 MINERS	LOT 1 SUB OF 1,2 & 3 BLK 10
632 MINERS	LOT 2 & 3, SUB 1,2 & 3 BLK 10
628 MINERS	LOT 4 SUB 1,2 & 3 BLK 10
113 DURANGO	LOT 113 BEING A POR. OF CITY OF LEAD RR PROP. OF TR D & ALL OF LOTS 5,6,7, SUB OF LOTS 1,2,3 BLK 10
624 MINERS	S PT LOT 3 BLK 10
620 MINERS	SW PT LOT 4 BLK 10-A/K/A LOT A SUB LOT 4 BLK 10
620 MINERS	PT OF LOT 4 BLK 10
618 1/2 MINERS	NE PART OF LOT 3 & NW PT LOT 4 BLK 10
608 MINERS	PT OF LOT 4 AND ALL LOT 5 BLK 10
602 MINERS	LOT 602

SUNNYSIDE SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
524 MINERS	LOT 7 BLK 10
	LOT 520A BLK 10
504 MINERS	LOT 504
502 GREEN	M.S. 467 - LOT 1 BLK W
506 GREEN	LOT 2 BLK W
514 GREEN	LOT 514 GREEN ST
520 GREEN	LOT 520
522 GREEN	LOT 5 & PT LOT 6 BLK W
528 GREEN	LOT 528
502 SUNNYHILL	LOT 7 BLK W
506 SUNNYHILL	LOT 506 SUNNYHILL BLK W
510 SUNNYHILL	PT OF 9 BLK W
514 SUNNYHILL	PT OF 10 BLK W
518 SUNNYHILL	LOT 518
522 SUNNYHILL	LOT 12 BLK W
528 SUNNYHILL	LOT 528
530 SUNNYHILL	LOT 530
534 SUNNYHILL	LOT 2 BLK X
616 SUNNYHILL	616 SUNNYHILL
620 SUNNYHILL	M & B DESCRIPTION (HOMESTAKE DRAWING A-11-79)
624 SUNNYHILL	624 SUNNYHILL ON HARRISON LODE M.S.1049 & GOLDEN SUMMIT LODE M.S. 1057
628 SUNNYHILL	628 SUNNYHILL
500 RIDGEROAD	M.S. 48 M & B DESCRIPTION HOMESTAKE DRAWING A-1-341
504 RIDGEROAD	M.S. 48 M & B DESCRIPTION
508 RIDGEROAD	LOT 508 RIDGEROAD
512 RIDGEROAD PARSONAGE	LOT 512
516 RIDGEROAD	LOT 516 RIDGEROAD
606 RIDGEROAD	LOT 606 RIDGEROAD
608 RIDGEROAD	LOT 608 RIDGEROAD
609 RIDGEROAD	LOT 609 RIDGEROAD
611 RIDGEROAD	LOT 611 RIDGEROAD
612 RIDGEROAD	LOT 612 RIDGEROAD
614 RIDGEROAD	LOT 614 RIDGEROAD
615 RIDGEROAD	LOT 615 RIDGEROAD
616 RIDGEROAD	LOT 616 RIDGEROAD
617 RIDGEROAD	LOT 617 RIDGEROAD
618 RIDGEROAD	LOT 618 RIDGEROAD
619 RIDGEROAD	LOT 619 RIDGEROAD
620 RIDGEROAD	M & B OF M S 1057 & 1049 (HOMESTAKE DRAWING A-12-42)
621 RIDGEROAD	621 RIDGEROAD
622 RIDGEROAD	622 RIDGEROAD
623 RIDGEROAD	623 RIDGEROAD M & B DESCRIPTION (HOMESTAKE DRAWING A-1-388)
624 RIDGEROAD	LOT 624 RIDGEROAD
628 RIDGEROAD	628 RIDGEROAD
632 RIDGEROAD	PORT. SULA LODE 354 & PORT. GOLDEN SUMMIT 1057

SUNNYSIDE SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

714 RIDGEROAD

POE SULA LODE 354

713 RIDGEROAD

LOT 713 RIDGEROAD & LOT G-1

715 RIDGEROAD

M.S. 354 AND 1082 M&B

716 RIDGEROAD

LOT 716 RIDGEROAD

THIRD ST. EXTENSION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
229 DEER PATH	LOT 1
231 DEER PATH	LOT 231
235 DEER PATH	LOT 3
237 DEER PATH	LOT 4
239 DEER PATH	LOT 5
240 DEER PATH	LOT 6
727 GLENDALE	725, 727 & 729 GLENDALE
803 GLENDALE	731 GLENDALE AVE(.137) BENDERS PARK & TRACT S
805 GLENDALE	LOT 803
809 GLENDALE	LOT 805
	LOT 809

WALTER GREEN ADDITION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

624 HEARST	LOT 1A BLK 1
	LOT 1B BLK 1
628 HEARST AVE	LOT 1C BLK 1
	LOT 2 BLK 1
	LOT 3 BLK 1
430 HEARST	LOT 4 BLK 1

WASHINGTON SUBDIVISION OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
300 WASHINGTON	TRACTS A,B,C & D BLK 1
318 WASHINGTON	LOTS 1 & 2 BLK 1
322 WASHINGTON	LOTS 3, 4 & W 29' OF LOT 5 (EX TR C & D) BLK 1
326 WASHINGTON	LOT 5 (EX W 29' & TR C & D) & LOT 6 (EX TR B & EX M & B
336 WASHINGTON	DISCRIPTION)(BK 389/PAGE 140) & ALL LOTS 7 & 17 BLK 1
338 WASHINGTON	PT OF LOT 6 BLK 1 (AS DESCRIBED M & B - BK 389,PG 140)
324 MC LEOD	LOT 8 BLK 1
	LOT 9 BLK 1
	E 45' OF LOT 10 BLK 1
	RIGHT-OF-WAY THRU MC LEOD & TRACT E
320 MCLEOD	W 58' OF LOT 10 BLK 1 EXCEPT TRACT E
316 MCLEOD	E PT LOT 11 BLK 1
312 MCLEOD & 325 OLD ABE	W 47 1/2' OF LOT 11 & LOT 13 BLK 1
331 OLD ABE	LOT 14 BLK 1
308 MCLEOD	LOT 15 BLK 1
321 & 351 OLD ABE	PT OF LOT 16 BLK 1
321 OLD ABE	PT OF LOT 16 BLK 1
314 SPRING	LOT 19 BLK 1
318 SPRING	LOT 18 & 20 BLK 1-A/K/A LOT 4 BLK 1
408 WASHINGTON	LOT 1 AND W1/2 LOT 2 BLK 3
410 WASHINGTON	LOT 1 SUB LOT 3 BLK 3
414 WASHINGTON	LOT 2 SUB LOT 3 BLK 3
420 WASHINGTON	LOT 4 BLK 3
424 WASHINGTON	LOT 424
426 OLD ABE	POR. OF M.S. 918 CONTAINING LOT 7 BLK 3
416 OLD ABE	PT LOT 8 BLK 3
408 OLD ABE	W PT LOT 8 & E 88' LOT 9 BLK 3 & LOT 408
356 & 356 1/2 OLD ABE	PT LOT 9 BLK 3
338 OLD ABE	E PT LOT 10 BLK 3
334 OLD ABE	CTR PT LOT 10 BLK 3
330 OLD ABE	W PT LOT 10 BLK 3
323 FOX	LOT 6 BLK 4
329 FOX	LOT 7 BLK 4 OR LOT 8 HOPKINS MAP
335 FOX	LOT 8 BLK 4 & PT VACATED GRANTZ ST
338 WHITE	LOT 9 BLK 4 (CD FROM RAY STERRY ETUX TO ROBERT F.M.
	CALVERT ETUX)
330 WHITE	LOT 10 BLK 4
324 WHITE	E PT LOT 11 BLK 4
326 WHITE	E PT LOT 11 BLK 4
316 WHITE	W PT LOT 11 BLK 4
312 WHITE	LOT 12 BLK 4
415 WASHINGTON	LOT 1 BLK 5
415 WASHINGTON	N PT LOT 2 BLK 5
413 WASHINGTON	LOT 2A BLK 5
419 WASHINGTON	W 33' OF LOT 3 BLK 5
423 WASHINGTON	E 42' LOT 3 BLK 5

WASHINGTON SUBDIVISION OF THE CITY OF LEAD

SITUS

LEGAL DESCRIPTION

427 WASHINGTON	M&B IN LOT 3&4 BLK 5 (HMC A-1-410) LOT 4A BLK 5 LOT 8A BLK 5
409 FOX	LOT 1 BLK 6 & PT VACATED GRANTZ ST
350 E MAIN	W PT LOT 2 BLK 6
413 1/2 FOX	PT OF LOTS 2 AND 3 BLK 6
348 WHITE	TRACT D SUB OF 2 AND 4 BLK 6
350 1/2 WHITE	TRACTS B & E SUB OF LOTS 2 & 4 BLK 6
346 WHITE	TRACT A SUB OF LOTS 2 & 4 BLK 6 GARAGE ON PT OF LOT 4 BLK 6
408 E MAIN	TRACT C SUB 2 AND 4 BLK 6
402 E MAIN	SE PT LOT 4 BLK 6 A TRIANGULAR PT OF GROUND IN THE E PT OF LOT 1 BLK 7 ACCORDING TO CRICK'S MAP AKA PT LOT 7 STONER MAP
419 FOX	PT OF 3 AND ALL OF 5 BLK 6
427 FOX	LOT 9A BLK 6 LOT 8 AND PT OF 9 BLK 6
340 E MAIN	LOTS 1,2 AND 3, BLK 7 (STONER MAP)
334 E MAIN	LOT 4 BLK 7
332 E MAIN	LOT 5 BLK 7
324 E MAIN	LOT 6 & EASTERLY PT LOT 7 BLK 7 & M & B DESCRIPTION (DOC #99-149)
314 E MAIN	LOTS 8,9,9A BLK 7 & M&B DESC.(DOC #99-249 PARCEL #1 & #2) ALSO AN IRREG PIECE OF GROUND BETWEEN 8 & 9 BLK 7

WATERLAND ADDITION OF THE CITY OF LEAD

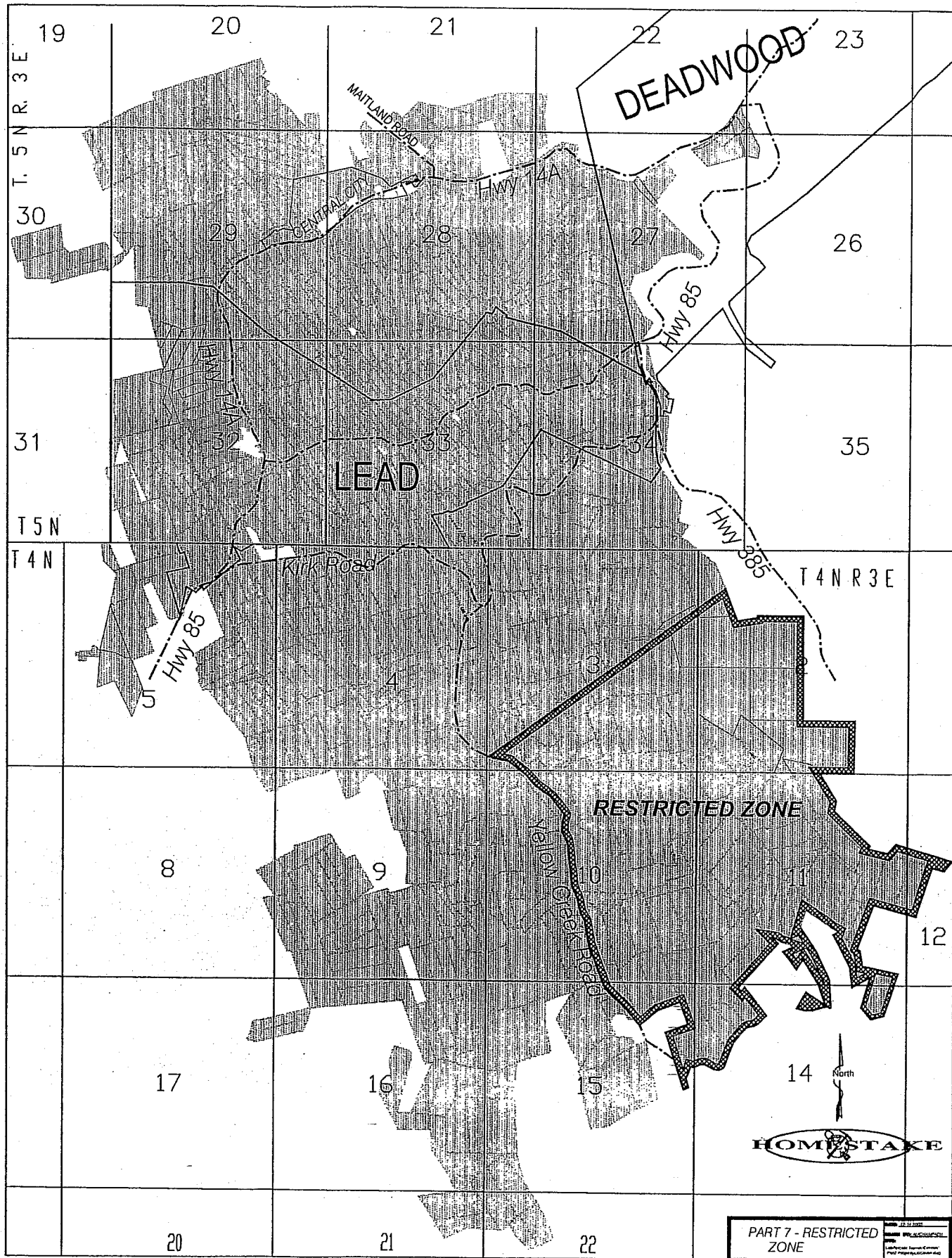
SITUS

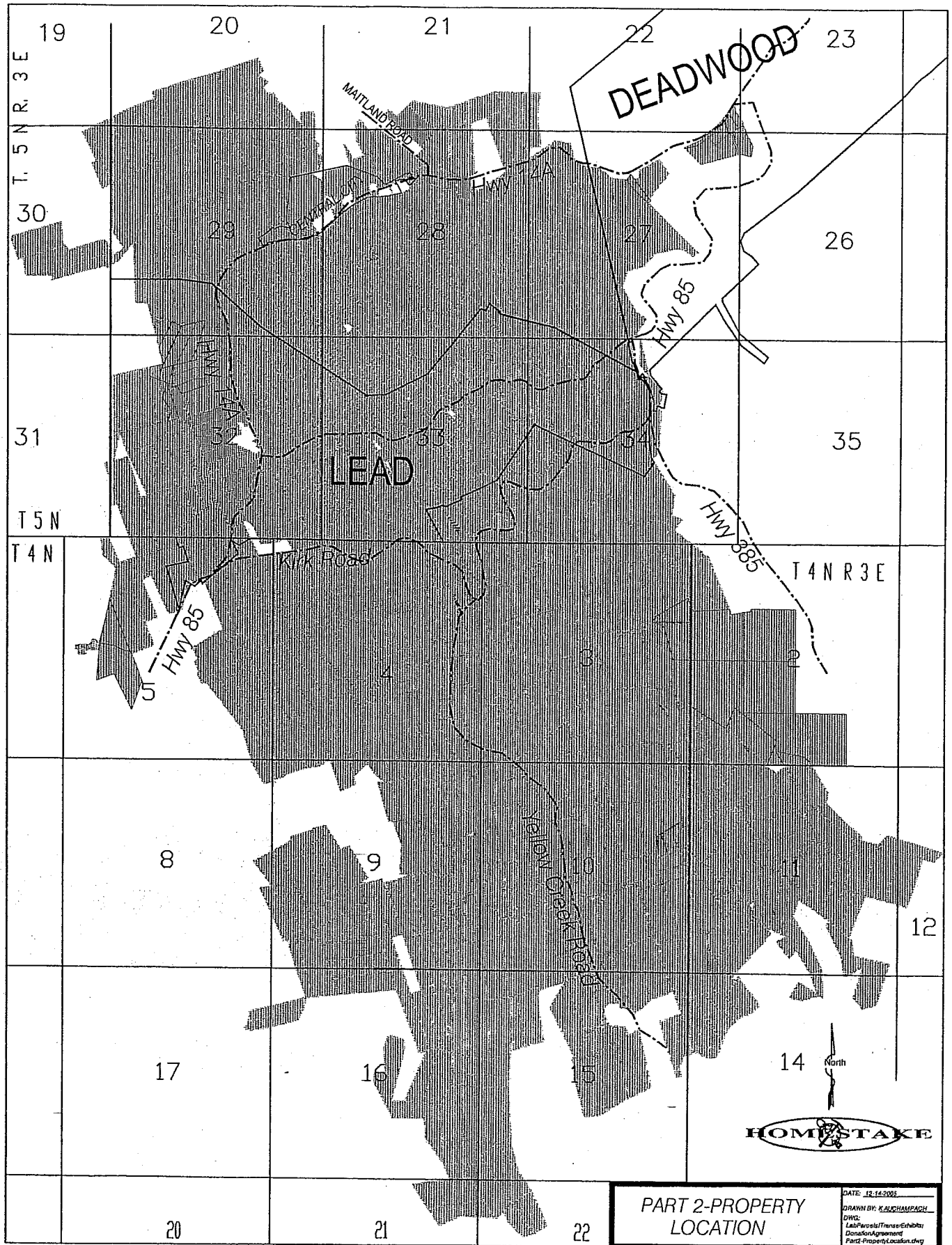
LEGAL DESCRIPTION

8 VOIGHT	LOT Ab A S/D OF TRACT A,B & C
15 MC MASTERS	LOT Cb EX H1(.01 AC) A S/D OF TRACT A,B & C
	TRACT D EX H1 .01 AC (.13 AC) & TRACT E (.15 AC)
16 MC MASTERS	TRACT F
18 MC MASTERS	TRACT G
20 MC MASTERS	TRACT H
24 MC MASTERS	TRACT I
14 MC MASTERS	LOT 15A
19 MCMASTERS	LOT 16
14 VOIGHT	LOT 17
16 VOIGHT	LOT 18 & 19
	LOT 20

MILE-HIGH COURTS OF THE CITY OF LEAD

SITUS	LEGAL DESCRIPTION
1 MILE HIGH DR	MH SITS ON LOT 1 MILE HIGH CT
2 MILE HIGH DR	MH SITS ON LOT 2 MILE HIGH CT
3 MILE HIGH DR	MH SITS ON LOT 3 MILE HIGH CT
4 MILE HIGH DR	MH SITS ON LOT 4 MILE HIGH CT
5 MILE HIGH DR	MH SITS ON LOT 5 MILE HIGH CT
6 MILE HIGH DR	MH SITS ON LOT 6 MILE HIGH CT
9 MILE HIGH DR	MH SITS ON LOT 9 MILE HIGH CT
10 MILE HIGH DR	MH SITS ON LOT 10 MILE HIGH CT
11 MILE HIGH DR	MH SITS ON LOT 11 MILE HIGH CT
12 MILE HIGH DR	MH SITS ON LOT 12 MILE HIGH CT
13 MILE HIGH DR	MH SITS ON LOT 13 MILE HIGH CT
16 MILE HIGH DR	MH SITS ON LOT 16 MILE HIGH CT
17 MILE HIGH DR	MH SITS ON LOT 17 MILE HIGH CT
18 MILE HIGH DR	MH SITS ON LOT 18 MILE HIGH CT
19 MILE HIGH DR	MH SITS ON LOT 19 MILE HIGH CT
20 MILE HIGH DR	MH SITS ON LOT 20 MILE HIGH CT
21 MILE HIGH DR	MH SITS ON LOT 21 MILE HIGH CT
22 MILE HIGH DR	MH SITS ON LOT 22 MILE HIGH CT
23 MILE HIGH DR	MH SITS ON LOT 23 MILE HIGH CT
25 MILE HIGH DR	MH SITS ON LOT 25 MILE HIGH CT
26 MILE HIGH DR	MH SITS ON LOT 26 MILE HIGH CT
28 MILE HIGH DR	MH SITS ON LOT 28 MILE HIGH CT
31 MILE HIGH DR	MH SITS ON LOT 31 MILE HIGH CT
34 MILE HIGH DR	MH SITS ON LOT 34 MILE HIGH CT
35 MILE HIGH DR	MH SITS ON LOT 35 MILE HIGH CT
36 MILE HIGH DR	MH SITS ON LOT 36 MILE HIGH CT
37 MILE HIGH DR	MH SITS ON LOT 37 MILE HIGH CT
38 MILE HIGH DR	MH SITS ON LOT 38 MILE HIGH CT
39 MILE HIGH DR	MH SITS ON LOT 39 MILE HIGH CT
41 MILE HIGH DR	MH SITS ON LOT 41 MILE HIGH CT
46 MILE HIGH DR	MH SITS ON LOT 46 MILE HIGH CT
216 MILL	MH SITS ON LOT 216 ELLISON CT





Part 3 – IMPROVEMENTS

The following improvements are affixed to the ground on the Surface Property in the locations generally shown on the drawing attached to this Part 3 on page 4 as “Part 3 – Improvements Location” and are more particularly described as follows:

Improvements Located on Lot 1, Pavilion Subdivision

<u>Improvement No.</u>	<u>Description of Improvement</u>
I16-1	ROSS SUBSTATION

Improvements Located on Tract A of the Yates Subdivision

<u>Improvement No.</u>	<u>Description of Improvement</u>
I16-2	ROSS HOIST ROOM
I16-3	ROSS BOILER
I16-4	ROSS FUEL OIL TANKS
J15-3	USED OIL STORAGE
J15-4	ROSS AIR TANKS
J15-5	ROSS TRAMWAY SHED
J16-1	ROSS CORE SHED
J16-2	ROSS DRY
J16-2A	ROSS RAMP
J16-3	ROSS HEADFRAME
J16-3A	ROSS CRUSHER
J16-4	ROSS VENT BAG ROOM & PIPE SHOP
J16-5	LHD WAREHOUSE
K13-13	YATES COMPRESSOR
K14-1	TRAMWAY
K14-10	PAINT SHOP
K14-11	BIT SHOP
K14-12	BATTERY REPAIR
K14-14	IRON HOUSE
K14-15	MACHINE SHOP
K14-15A	METAL FAB SHOP
K14-18A	YATES HEADFRAME & CRUSHER
K14-19	YATES FUEL
K14-2	MILL RESERVOIR
K14-20	MINE OFFICE
K14-21	YATES SAFETY AND DRY
K14-22	YATES SUBSTATION & POWER BLG.
K14-23	YATES BOSSES OFFICE
K14-24	MOTOR REPAIR
K14-3	STEADY HEAD TANK
K14-4	TRAMWAY ROUNDHOUSE

TM

Improvement No.

Description of Improvement

K14-5	BOTTLED GAS STORAGE
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Improvements Located on Tract A of the Yates Subdivision Continued

Improvement No.

Description of Improvement

K14-6	MAIN WAREHOUSE
K14-7	FOUNDRY
K14-8	EAST SUB-STATION
K14-9	WASH RACK
K15-1	KIRK FANS
K16-6A	PLUMBERS SHED
L13-5	YATES COMPRESSOR SUB
L13-6	YATES COOLING TOWER
L14-1	YATES OIL STORAGE
L14-10	YATES DUST COLLECTOR
L14-2	YATES HOIST SUB
L14-3	USED OIL STORAGE
L14-4	YATES HOIST
L14-5	YATES SAWMILL
L14-6	YATES YARD WAREHOUSE
L14-9	YATES LAMP ROOM
M13-1	WW DISCHARGE WEIR
M13-10	WW MECHANICAL BUILDING
M13-11	WW SAND FILTER BUILDING
M13-2	WW OPEN CUT DUMP STATION
M13-3	WW WAREHOUSE
M13-4	WW LAB/FISHOUSE
M13-5	RBC TREATMENT PLANT
M13-6	WW CLARIFIER
M13-7	SETTLING PONDS
M13-9	INFLUENT BUILDING
Un numbered	WWTP SUBSTATION
Un numbered	AUTO SHOP SUBSTATION
Un numbered	FOUNDRY SUBSTATION

Improvements Located on Tract B of the Yates Subdivision

Improvement No.

Description of Improvement

K17-1	ORO HONDO FAN
K17-2	ORO HONDO SUBSTATION

Improvements Located on Lot 1 of the Grizzly Gulch Tract

Improvement No.

Description of Improvement

M20-2	#5 SHAFT HEADFRAME
M20-3	SHAFT HEATER ROOM

Part 4 – EQUIPMENT

All equipment, tools and the like located on or in the buildings located on the Surface Property, including those buildings designated in Part 3 of Exhibit A, but specifically excluding any equipment, tools and the like included in the Excluded Assets identified in Part 6 of this Exhibit A.

Part 5 – DATA and OTHER INFORMATION

The following described data and information has previously been delivered to and accepted by the Authority.

A. By transmittal dated 8/25/2003

Surface Infrastructure

1. Electrical
 - a. "HMC Surface Power Distribution HMC/BHPL Switching Diagram," Dwg #EE0999
2. Mechanical
 - a. "Engineering Index"
 - b. "Site Characteristics of the Homestake Mine," Inter-office memo by Hubbard, Marks, and Raubach, November 27, 2000 (also referenced above)
 - c. "Main Water Feed System" (8-1/2" x 11" Flow Diagram)
3. Buildings
 - a. "HNUL Exhibit," Dwg #HNUL-Exhibit.dwg by K. Auchampach dated August 21, 2003
4. Security
 - a. "Homestake Security – to be addressed during walking tour
5. Communications
 - a. E-mail Correspondence, Lillehaug to Mitchell, Mine Monitoring System
 - b. "Site Characteristics of the Homestake Mine," Inter-office memo by Hubbard, Marks, and Raubach, November 27, 2000 (also referenced above)

Underground Infrastructure

1. Ventilation System
 - a. "Ventilation– Evacuation Plan" (longitudinal drawing)
 - b. "Longsection of the Homestake Mine, Lead, SD"
 - c. "Basic Statistics for 6950 Ventilation Project"
2. Electrical
 - a. "12 kV Mine Power System – One Line Diagram," Dwg #EE1116
 - b. "2.4 kV Mine Power System – One Line Diagram," Dwg #EE1118
3. Mechanical
 - a. "HMC Water Supply and Discharge System," Dwg #601W004A
 - b. "Main Mine Pump Photos," E-mail correspondence Regan to Burke, June 2, 2003.
 - c. "Site Characteristics of the Homestake Mine," Inter-office memo by Hubbard, Marks, and Raubach, November 27, 2000 (also referenced above)
 - d. "Underground Inspections of Water Walls, Pumps, and Drains" (Jan through June 2003)
 - e. "Engineering Index" (also referenced under Surface above)
 - f. "NDT Reports," Braniff Inspection Services, Ltd., March 13, 2003

- g. "PM Reports," Homestake Maintenance Crews, 2003 (Ross Cage Hoist, Ross Production Hoist, Ross Dewatering Pumps, Yates Cage Hoist, Yates Production Hoist, Yates Compressors, Oro Hondo Fan, Kirk Fans, #6 Winze Cage Hoist, #6 Winze Production Hoist)
- h. "Yates Shaft Timber" plan, Dwg #F2676-28-53
- i. "Plan of Ross Shaft," Dwg #2676-28-53
- 4. Geotechnical
 - a. "Summary of Homestake Rock Mechanics Data"
 - b. "Ross Shaft Pillar Study Update," Memo from B. Pariseau to S. Mitchell
- 5. Water Quality Testing
 - a. Reports and data available from SD-DENR
- 6. General Mine Plan
 - a. Refer to general Ventilation Long Sections referenced under Section #1
 - b. Detailed Mine plans, survey data, geologic data, and drill-hole lithologies will be transmitted via Vulcan CD's

Miscellaneous

- 1. General Plan of Mine Property
 - a. "HNUL Exhibit," Dwg #HNUL-Exhibit.dwg by K. Auchampach dated August 21, 2003 (referenced above)
- 2. Closure Plan
 - a. "8000 Main Pump Room" decommissioning documentation," Index #00804. This documentation describes how this particular Pump Room was decommissioned. Other Pump Rooms were decommissioned in a similar fashion.
- 3. Electronic Formats
 - a. Most of the drawings and memorandums are available in electronic format. Please specify which ones are desired in electronic format.
- 4. Licenses and Permits
 - a. Available from Governing Agencies
- 5. Labor Relations
 - a. "Contract Between Homestake Mining Company and United Steelworkers of America AFL-CIO-CLC"

B. By transmittal dated 9/09/2003

- CD containing electronic files of most of the drawings and memorandums included in Transmittal #1 dated August 25, 2003.
- Electronic file versions of HMC Drawing #'s 510W005, 540W004, and 530W013, which show the surface locations of HMC and certain other public utilities (files are on the same CD as above). Note: Specific utility companies should be contacted to verify the existence of any other utilities.
- A separate CD containing TSP's report dated February 12, 2003 of HMC buildings structural assessments.

C. By transmittal dated 9/22/2003

CD that contains Vulcan files relative to the underground portion of the Homestake Mine. These files include the underground levels, ramps, shafts, diamond drill holes, survey data, geology, and more. Sampling information has been excluded from the drill-hole database.

D. By transmittal dated 9/24/2003

Fax from Steve Bareis (table entitled, "Assessment of Homestake for a National Underground Laboratory, Surface Buildings/Facilities Need") with notations for each line item denoting the current status of various buildings and equipment. The table appears to be a needs assessment that was shown to HMC management personnel in April 2001 by the HNUL committee and/or its consultants. Each line item had been coded:

- 1 = Decommissioned since 2001 (but building or equipment still exists)
- 2 = No appreciable change in status since 2001
- 3 = Sold or Transferred since 2001
- 4 = Demolished since 2001

E. By transmittal dated 10/20/2003

Three drawings that show the ore and waste transfer system that was constructed in the No. 6 Shaft and Ross Shaft areas. The drawings include:

- "Deep Level Project – Isometric View of Proposed Shaft Layout, #6 Shaft," July 16, 1969, Dwg. # F-31-A-277.
- "Deep Level Project – Shaft Elevation Showing Stations, Loaders & Raises," February 1, 1970, Dwg. # F-31-A-281.
- "Deep Level Project – Proposed 4850 Level Showing Skip Repair, Ore & Waste Rs, Control Gate," February 1, 1971, Dwg. # F-31-A-278.

F. By transmittal dated 10/22/2003

CD entitled "Vulcan Program, dsr file 10/22/03," that contains the file that will allow the drill-hole data base to be loaded.

G. By transmittal dated 10/27/2003

Drawing entitled "Mine Block Ownership" dated October 22, 2003. This drawing shows topography, buildings, and HMC land ownership for much of the immediate Mine area.

H. By transmittal dated 11/14/2003

- CD entitled "Surface Utilities and Surface Topography" that contains various drawings files for surface buildings, surface topography, surface ownership, and surface utilities within the HMC ownership area.
- CD entitled "Underground Ventilation Files," that contains underground ventilation files for VNET-PC and CLIM SIM ventilation software.

- CD entitled, "Yates Shaft Upgrade Drawings," that contains drawings files originally drafted by McIntosh-Redpath Engineering in 1998.

I. By transmittal dated 11/25/2003

- CD entitled "Engineering Files – LeEtta."

J. By transmittal dated 11/26/2003

A memo listing surface openings that have some connection with underground workings of the Homestake Mine.

K. By transmittal dated 1/9/2004

Copies of general and detailed lab transfer maps, as well as Auto Cad 2000 copies of each map.

L. By transmittal dated 3/5/2004

- Contractors Reference Manual
- Safety issues pertaining to a new shaft dated 6/19/96
- Safety and regulatory issues pertaining to shafts and ramp systems 6/19/97
- Ventilation plan summary – 1998 to 2003
- Travelways/escapeways – 1998 to 2003
- An abbreviated recent history of the Homestake Mine Rescue Team

M. By transmittal dated 4/30/2004

Copies of the following drawings and information:

Geologic Information

- Drill Hole Log and cross-section for BQTK diamond drill hole drilled from 6800 level, North Homestake Drift, 61 Stp, Collar Coordinates N: -3865.26 E: 1846.91 Elev.: -1533.85, Direction: N59-41-34E @ -25 degrees, pages 1-14.
- Geologic Plan of diamond drill hole #17591B drilled east from 52 xc taildrift, 7700 level (11"x17").
- Geologic Plan of 6800 level, North Homestake Drift from 52 Stp to 59 Stp., three sheets (11"x17").

Floor Plan Drawings and Environmental Assessments of Surface Buildings

- Loan of Structural Assessments and Environmental Assessments of Surface Buildings (3-ring binder set from K. Burke's office).
- Overview Drawing of Yates Area: A-31-15-1
- Overview Drawing of Ross Area: A-31-16
- Overview Drawing of Ellison Area: A-31-5
- Ross Hoist Room Floor Plan: D-33-87

- Ross Dray Floor Plan: D-33-106
- Ross Pipe Shop Floor Plan: D-33-239, Sht. #1
- Yates Hoist Floor Plan: D-33-209, Sht. #1
- Yates Dry Basement Floor Plan: D-33-236, Sht. #2
- Yates Dry First Floor Plan: D-33-236, Sht. #3
- Mine Office Basement Floor Plan: D-33-212-2-B
- Mine Office First Floor Plan: D-33-212-Sht. #2
- Foundry Floor Plan: 2018-26-77
- Warehouse Floor Plan: D-33-9
- Machine Shop Floor Plan: D-33-21
- Machine Shop/Blacksmith Shop Floor Plan: D-33-8
- Machine Shop/Iron House Floor Plan: D-33-3
- Yates Sawmill Floor Plan: D-33-214
- Yates Crusher Building Floor Plan: D-33-205
- Ross Headframe Floor Plan: 2747-92-119
- Ross Drill Repair Shop Floor Plan: D-33-111
- Ellison Boiler Floor Plan: D-31-190, Sht. #1
- Ellison Boiler Floor Plan: D-31-129
- Ellison Drill Shop Floor Plan: D-19-29

N. By transmittal dated 5/26/2004

Copy of the last compilation on buildings and steam tunnels:

- Building and Site Environmental Summary and Documentation – Book 5 – Steam Tunnels.

O. By transmittal dated 11/30/2004

Graph of “Groundwater Recovery at the Open Cut Pit of the Homestake Mine”

P. By transmittal dated 12/9/2004

A summary of radiation testing results for the Homestake Mine.

Q. By transmittal dated 2/1/2005

Environmental Soil Assessment Reports produced by SRK in 2001 and 2002 for:

- Cyanide No. 2 Plant
- East Ellison Group Facilities
- East Shop Group Facilities
- Foundry Facility
- Kirk Group Facilities
- Machine Shop Facilities
- Ross Group Facilities
- West Ellison Group Facilities
- Yates Group Facilities

R. Core Samples

All core samples housed in the Drill Shop and Old High Building located on Tract F of the Yates Subdivision, all of which core was donated to the authority pursuant to the Donation Agreement dated June 4, 2004 between Homestake Mining Company of California and the South Dakota Science and Technology Authority.

Part 6 – EXCLUDED ASSETS

The Excluded Assets include, without limitation, the following:

1. The structure commonly known as the Ball Bin located on Tract A of the Yates Subdivision, which structure will be relocated to the Gold Run Park.
2. All items housed in the Administration Building not located in the offices identified as "Office Numbers 2-1 thru 2-4 and Office Numbers 2-22 thru 2-28" on the Office Location drawing on page 3 to this Part 6 of Exhibit A.
3. All passenger vehicles, pickups and trucks owned by Homestake and utilized by Homestake personnel.
4. The following items:

Equipment

<u>Equipment Type</u>	<u>Make</u>	<u>Year</u>	<u>Model #./Size</u>	<u>Location</u>
Forklift-battery	Hyster	1977	N40BA	RMS Shop J-16-5
Loader/Forklift	Caterpillar	1996	IT38F / 3.35 cu.	RMS Shop J-16-5
Loader/Forklift	Michigan	1993	L70-B / 3 cu.	RMS Shop J-16-5
Backhoe	Caterpillar	1988	436B	K-14-18A
Skidsteer	Case	1997	1840C	RMS Shop J-16-5
Manlift-LP/gasoline	JLG	1994	60H / 60' lift	RMS Shop J-16-5
Generator-dsl.	Onan		90.0 DYC /90KW	RMS Shop J-16-5
Generator-dsl.	Detroit	1977	6-71T	K-13-6
Generator-dsl.	Caterpillar	1996	3412 /668KW	#5 Air Shaft
Forklift-diesel	Clark		NA	RMS Shop J-16-5
ATV	Argo	2003	Green 8 x 8 Conquest ATV	L-14-5
Bobcat	Melroe	1996	753	RMS Shop J-16-5
Trailer	Homemade	1982	Red Sno-cat trl. 8 x 14 1,990#	RMS
Trailer	HW	2003	Black 6-1/2 x 12, 2,990#	L-14-5
Trailer	Homemade	1972	Green 4 x 8, 1,200#	RMS Shop J-16-5

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8/1

Miscellaneous Equipment and Archive Items

Miscellaneous Equipment * and Archive Items **

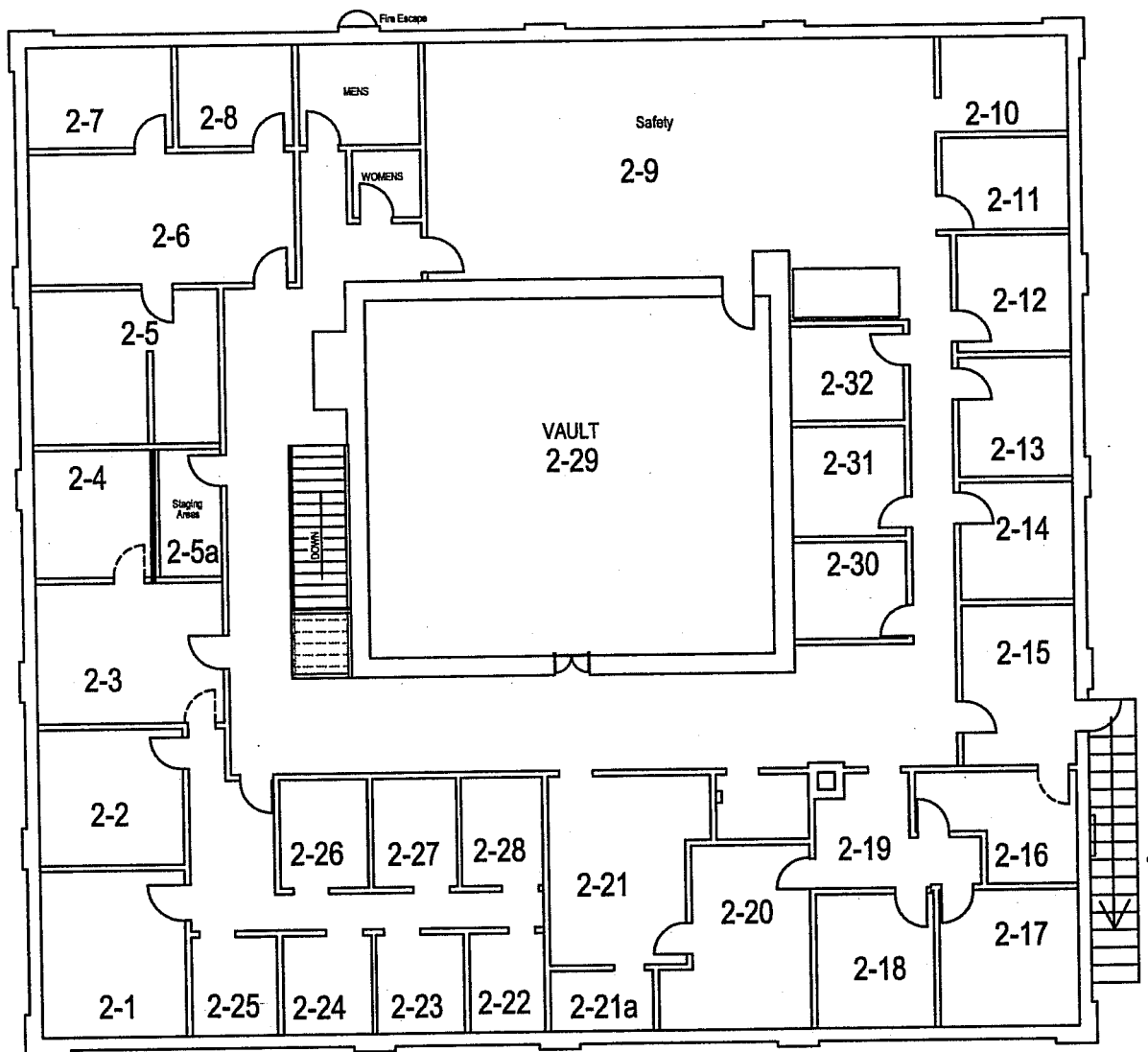
Location

Gold Run Park Display Ball Bin	Tract A
Archive items as marked	K14-12
All maintenance tools, equipment/equipment parts and tires as marked	J16-5
Archive items as marked	K14-15
Archive items as marked	K14-6
Archive items as marked	K14-15A
Archive and Office items as marked	K14-20
Mine Rescue Equipment as marked	J16-1
Welding and metal fabrication tools as marked	J16-3A
Red Snap On Tool box, drill press, hand tools and vidmar cabinets as marked	I16-2
Plumbing supplies and related tools as marked	J16-4
Archive items and tools as marked	J16-4
GE Locomotive outside of building	K14-4
Plymouth (diesel) locomotive and man car	K14-1
Archive items as marked	K14-21
8' Western Snow Plow, Road sanding equipment	K14-18A
Homestake Visitors Center Display Items	L14-4
Rock drill bits and tour display items	L14-9

* Marked with pink flagging

** Marked with orange flagging

2nd. FLOOR ADMINISTRATION BUILDING



Part 6 - Exhibit A - Office Location

DATE: 12-14-2005

DRAWN BY: KAUCHAMPACH

DWG: LabParcels/TransferExhibits/DonationAgreement/
Part 6-Exhibit A-OfficeLocation.dwg

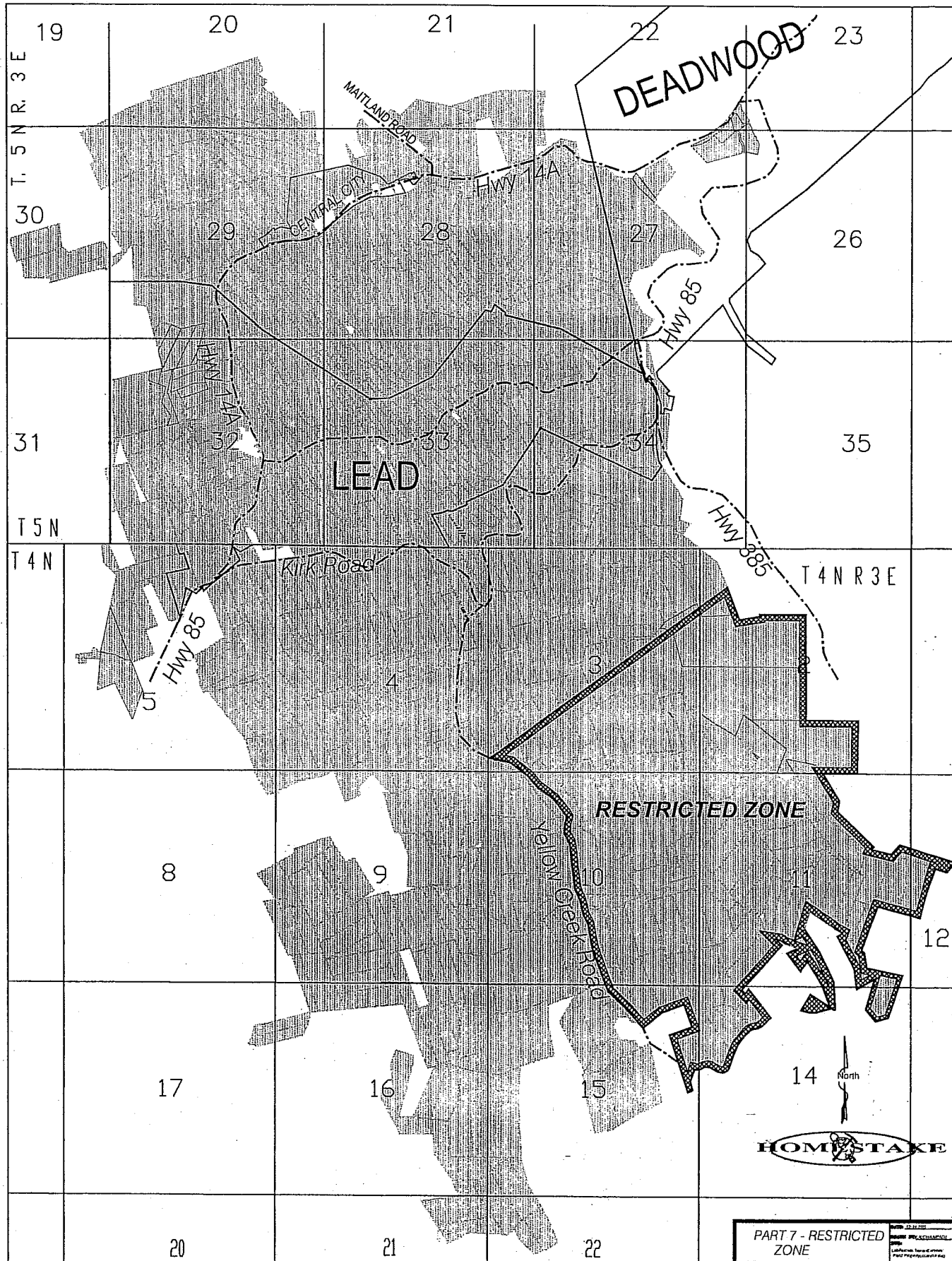


EXHIBIT B

To Property Donation Agreement by and between
Homestake Mining Company of California, the State of South Dakota
and the South Dakota Science and Technology Authority

EASEMENTS

Part 1 – Easements to be Granted or Assigned

A. Easements to be Granted.

(1) Perpetual easements over and across Tracts D, E and F of the Yates Subdivision of the City of Lead to construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of underground cables or wires, surface terminals, surface markers, transformer pads or vaults, overhead electrical power line with poles, wires and associated equipment, and all necessary attachments and appurtenances, with the right of ingress and egress therefor, together with the right to cut, trim, or remove any brush, trees, stumps, or roots where necessary ("Power Line Easements"). Each Power Line Easement shall be ten feet in width on either side of the existing power lines as generally shown on the drawing attached as Part 1 – Power Line Easements.

(2) An easement over and across Tract E of the Yates Subdivision of the City of Lead for the purpose of conveying water from the Water Treatment Plant located on Tract A of the Yates Subdivision ("Water Easement") to a point of discharge or disposal. The exact location of the Water Easement has not been determined as of the Effective Date of this Grant and shall be established by Homestake and the Authority at a location reasonably acceptable to Homestake. Authority shall use the Water Easement so as to minimize the impact and effect of the Water Easement and activities conducted on the property subject to the Water Easement and shall perform at its expense any reclamation and remediation of or on such property arising out of the use of the Water Easement.

(3) A non-exclusive easement to use, maintain and improve the existing trails and roadways located on Tracts D and F of the Yates Subdivision of the City of Lead and the Tramway Tract of the Gold Run Addition to the City of Lead for purposes of providing access to and for the benefit of Tract A of the Yates Subdivision of the City of Lead ("Roadway Easement"). The Roadway Easement shall be 20 feet in width, the general location of which is shown on the drawing attached as Part 2 – Roadway Easement.

(4) A non-exclusive easement to use, maintain and improve the existing roadway over and across the Grizzly Gulch Tract for purposes of access to and for the benefit of Lot 1 of the Grizzly Gulch Tract ("Roadway Easement"). The Roadway Easement shall be 20 feet in width as set out on the plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document Number 2005-7331.

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B. Easements to be Assigned

(1) That certain Right of Way Easement dated December 30, 2004 granted to Homestake by Maitland Partners, L.L.C. over and across portions of the Robert Calvin, Robert Calvin No. 1, Robert Calvin No. 2 and Springville patented lode mining claims, M.S. 1521, the Flora McDonald patented lode mining claim, M.S. 295, the Little Missouri Fraction patented lode mining claim, M.S. 1171, and Government Lot 16 located in Section 4, Township 4 North, Range 3 East, a copy of which is recorded in the Office of the Lawrence County Register of Deeds as Document Number 2006-00130.

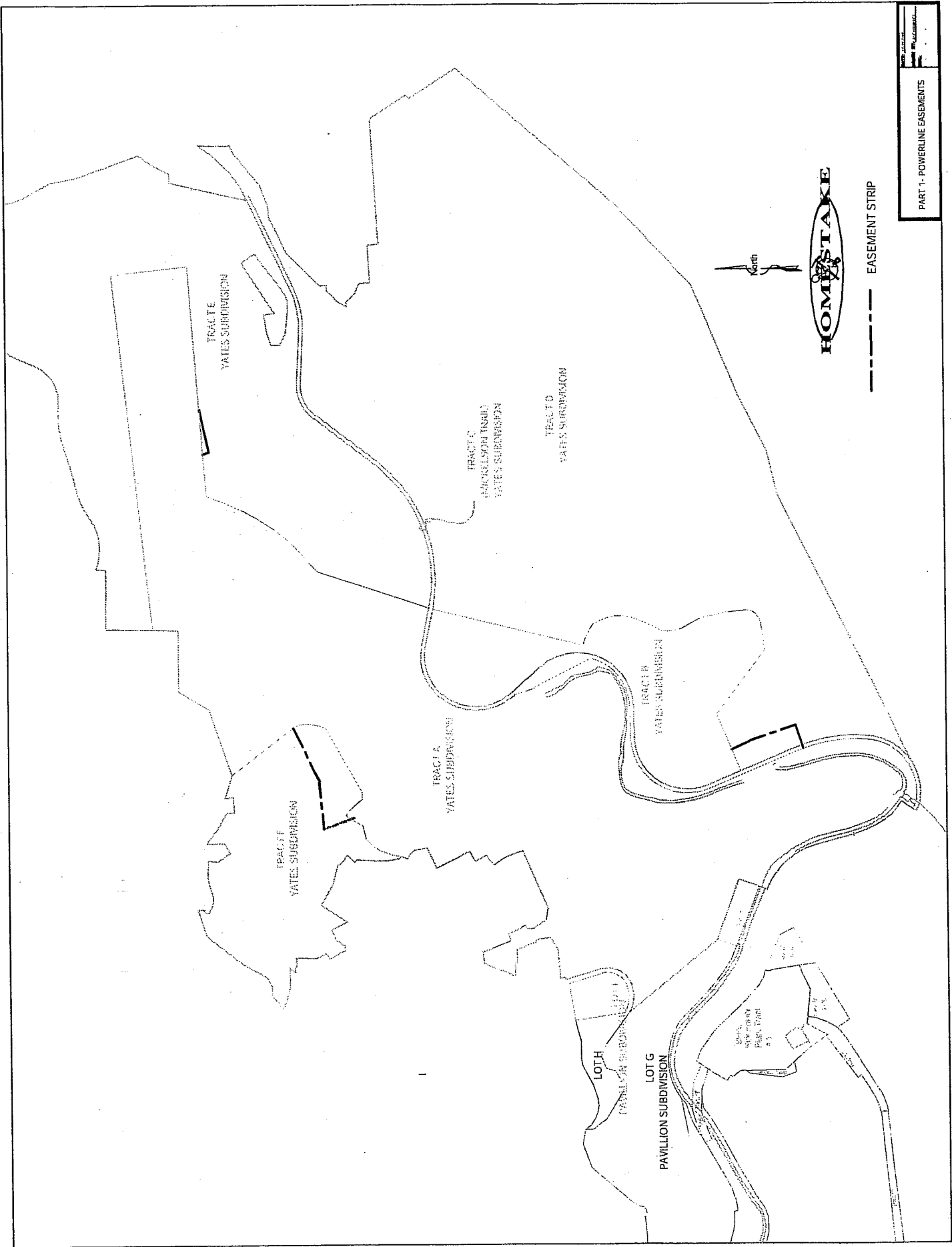
(2) That certain Right of Way Easement dated April 4, 2005 granted to Homestake by O'Daniel Enterprises, L.L.C. over and across a portion of Lot G of the Pavillion Subdivision of the City of Lead, copy of which is recorded in the Office of the Lawrence County Register of Deeds as Document Number 2006-00011.

Part 2 – Easements to be Reserved

(1) Except as otherwise prohibited by law, and subject to the terms and conditions set out in the Donation Agreement, Homestake shall have the right, at its sole risk and expense, to enter upon all or any portion of the Surface Property and the Underground Property at all reasonable times for inspection and observation of the Authority's operations and activities on such properties, including those of its Representatives, in order to assure compliance with the covenants made by the Authority with respect to use of such properties under the Donation Agreement. Homestake shall exercise such right so as not to interfere unreasonably with the Authority's Permitted Uses of the Assets. Homestake shall also have the right, at its sole risk and expense, to enter upon all or any portion of the Surface Property and the Underground Property at all reasonable times and to perform any acts with respect to the Assets that Homestake determines in its reasonable discretion to be appropriate to comply with (i) any obligations retained by Homestake under this Agreement, (ii) any obligation of Homestake under any Environmental, Health and Safety Law, or (iii) any lawful order issued by any Governmental Authority to Homestake. Homestake shall use its reasonable best efforts to perform any acts necessary to comply with such requirements in a way that does not interfere unreasonably with the Permitted Uses of the Assets by the Authority or its Representatives.

(2) The right to use each of the Roadway Easements set out in Part I, A(3) and (4) above, including any roadways constructed by the Authority.

(3) Easements equivalent to the Power Line Easements for access by Homestake to the Oro Hondo Substation and the right to operate and maintain the existing power lines connecting such substation to facilities retained by Homestake as generally depicted on the drawing attached as Part 1 – Power Line Easements.



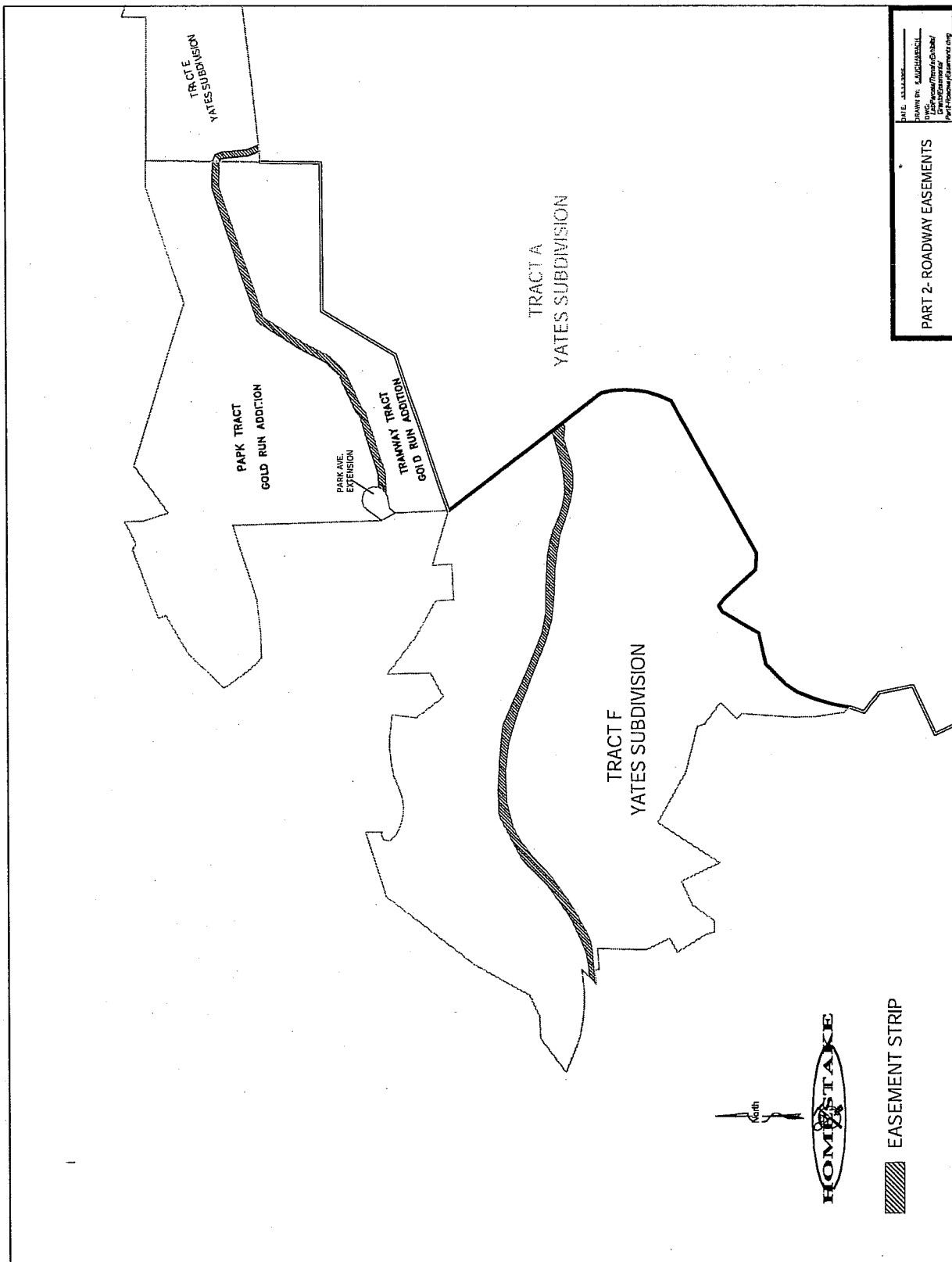


EXHIBIT C

To Property Donation Agreement by and between
Homestake Mining Company of California, the State of South Dakota
and the South Dakota Science and Technology Authority

FORM OF DEED

When recorded return to:

Barrick Gold of North America, Inc.
136 E. South Temple Street, Suite 1300
Salt Lake City, Utah 84111
Attention: Director, Land Services

DEED

This Deed (the "Deed"), entered into and to be effective as of May __, 2006, is from Homestake Mining Company of California, a California corporation, 630 East Summit, Lead, South Dakota 57754-1700 ("Grantor" or "Homestake"), to the South Dakota Science and Technology Authority, a body corporate and politic of the State of South Dakota, 625 9th Street, 8th Floor, Rapid City, South Dakota 57701 ("Grantee" or "Authority"). Capitalized terms not defined in the body of this Deed are defined in Addendum 1 to Appendix C to this Deed.

RECITALS

A. Pursuant to a Property Donation Agreement dated April 14, 2006 between and among Grantor, the State of South Dakota (the "State") and Grantee (the "Donation Agreement"), Grantor has agreed to donate to Grantee the Assets, including the Surface Property and the Underground Property and the Improvements and Fixtures, all of which are part of the Homestake Mine, reserving certain easements in, on, under and across such properties for Grantor's own use.

B. Pursuant to the Donation Agreement, the State of South Dakota and Grantee have agreed, among other things, to limit use of the Assets, including the Surface Property and the Underground Property and the Improvements and Fixtures to certain purposes, to secure and maintain adequate funding to insure safe and sustainable operation of the Assets, including the Surface Property and the Underground Property and the Improvements and Fixtures, and to release and protect Grantor from certain existing and all future liabilities that might result from the ownership of the Assets by the Authority or the use or operation of the Assets by, as applicable, the State, the Authority or its or their Representatives, for their benefit and purposes.

DONATION

For and in consideration of the covenants and conditions in the Donation Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor donates and quitclaims to Grantee the Surface Property and the

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Underground Property, which are located in Lawrence County, South Dakota and are more particularly described in Parts 1 and 2 of Appendix A to this Deed (together, the "Property"), together with all Improvements and Fixtures appurtenant to the Property, including, in particular, those described in Part 3 of Appendix A to this Deed, to have and to hold unto Grantee, its successors and assigns, forever; reserving, however, to Grantor, its successors and assigns, perpetual nonexclusive easements in, on and across the Property in the locations and for the purposes described in Appendix B to this Deed.

The donation made in this Deed is expressly subject to, and Grantee's ownership, use and occupancy of the Property and the Improvements and Fixtures and the other Assets are expressly conditioned upon, the State's and Grantee's, as applicable, full, faithful and strict compliance with the covenants and conditions set forth in the Donation Agreement, including without limitation, the covenants and conditions identified in Appendix C to this Deed. Grantee agrees that, upon the failure of any of the conditions identified as a "Condition" in Section A of Appendix C, Grantor may reenter all or any portion of the Property, the Improvements and/or the Fixtures or other Assets as determined by Grantor in Grantor's sole discretion and Grantor may terminate all or any portion of Grantee's estate in such interests upon written notice to Grantee (the "Reentry Right") and title to Grantee's estate, or portion thereof, shall immediately revert to Grantor.

Grantor may exercise the Reentry Right in accordance with the procedures set forth in Appendix C. Within ten business days of the receipt of the notice described in such procedures, Grantee shall execute and deliver to Grantor a recordable notice that the Reentry Right has been exercised and a special warranty deed, conveying to Grantor all of Grantee's interest in the Property, the Improvements and/or the Fixtures or other Assets or the portion thereof identified in Grantor's notice, free and clear of all interests, liens or encumbrances created by, through or under Grantee. Failing delivery of such notice and deed by Grantee, Grantor may execute and record notice of the exercise of the Reentry Right. All right, title and interest of Grantee in and to the Property and the Improvements and/or the Fixtures and other Assets so reentered shall vest in Grantor immediately upon exercise of the Reentry Right; provided, however, that the Grantee shall have the right to contest Grantor's exercise of the Reentry Right as provided in Appendix C and in the Donation Agreement. Grantee agrees that the failure of Grantor to insist upon the strict performance of any of the Conditions or the failure of Grantor to exercise the Reentry Right for the failure of any Condition shall not be construed as a waiver of such Condition or the Reentry Right for any subsequent failure.

This Deed shall extend to and be binding upon, and every benefit hereof shall inure to, the parties hereto and their respective successors and assigns. The parties intend that the covenants and agreements contained in this Deed and in the Donation Agreement will run with the Property. Any transfer by Grantee of any interest in the Property shall be subject to the requirements of the Donation Agreement and this Deed.

Grantor makes no representation or warranty regarding the suitability of the Property or the Improvements and Fixtures or other Assets for use in connection with the Interim Laboratory Project or the Deep Laboratory Project or any of the Permitted Uses or the probable success of the State or the Authority, as applicable, in the use or operation of the Property or the Improvements and Fixtures or other Assets for such purposes or any other purposes after the

Closing. Grantor makes no representation or warranty as to the condition or suitability for any particular purpose of any of the Property or the Improvements and Fixtures or other Assets, individually or collectively, all of which are being transferred on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.

This Deed is delivered pursuant to and is subject to the Donation Agreement. In the event of any conflict between the terms of the Donation Agreement and the terms of this Deed, the terms of the Donation Agreement, which shall survive the execution and delivery of this Deed, and the rights of Grantor under such agreement, shall prevail.

Exempt from Transfer Fee – SDCL 43-4-22(18).

This Deed is executed and delivered to be effective on the date first written above.

Grantor:

Homestake Mining Company of
California

By: _____

Name: _____

Title _____

Grantee:

The South Dakota Science and
Technology Authority

By: _____

Name: _____

Title: _____

State of South Dakota)
) ss.
County of Lawrence)

On this the _____ day of _____, 2006, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself or herself to be the _____ of Homestake Mining Company of California, a California corporation, and ___he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation as such officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Comm. Expires _____

State of South Dakota)
) ss.
County of Lawrence)

On this the _____ day of _____, 2006, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself or herself to be the _____ of the South Dakota Science and Technology Authority, a body corporate and politic of the State of South Dakota, and ___he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation as such officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Comm. Expires _____

Appendix A

To Deed from Homestake Mining Company Of California to
the South Dakota Science and Technology Authority

Property

Part 1 – Surface Property

[Attach Part 1 of Exhibit A to the Donation Agreement]

Part 2 – Underground Property

[Attach Part 2 of Exhibit A to the Donation Agreement]

Part 3 – Improvements and Fixtures

[Attach Part 3 of Exhibit A to the Donation Agreement]

Part 4 – Restricted Zone

[Attach Part 7 of Exhibit A to the Donation Agreement]

Part 5 – Useable Area

[Attach Exhibit H to the Donation Agreement]

Appendix B

To Deed from Homestake Mining Company Of California to
the South Dakota Science and Technology Authority

RESERVED EASEMENTS

[Attach Part 2 of Exhibit B to the Donation Agreement]

Appendix C

To Deed from Homestake Mining Company Of California to
the South Dakota Science and Technology Authority

Covenants and Conditions

Unless otherwise defined in this Deed, all capitalized terms have the definitions attributed to them under the Donation Agreement, as set forth in Addendum 1 attached hereto.

A. Conditions Giving Rise to a Right of Reentry. Certain selected covenants affecting use of the Property and the Improvements and Fixtures and other Assets and the Conditions set out in the Donation Agreement, the failure of any of which will give rise to Grantor's Reentry Right, are as follows:

1. Operations by the Authority.

(a) It shall be a Condition of the continued ownership, use and occupancy of the Property and the Improvements and Fixtures and other Assets by the Authority and its Representatives that, and the Authority covenants that, the Authority and its Representatives shall use such assets solely for Permitted Uses and supporting activities in connection with the development and operation of the Interim Laboratory Project and the Deep Laboratory Project and other projects associated with or similar to either the Interim Laboratory Project or the Deep Laboratory Project and the closure, reclamation, restoration and remediation of the Assets. Permitted Uses shall include, without limitation,

(i) construction, alteration and improvement of the Interim Laboratory or the Deep Laboratory, whether through expansion of existing underground workings or the excavation of new underground spaces;

(ii) rehabilitation and maintenance of hoists, hoist buildings, vent facilities, secondary access, shafts, tunnels, adits and other workings to facilitate Permitted Uses; provided, however that any rehabilitation of the No. 5 Shaft shall be conducted solely from underground;

(iii) construction or conversion of buildings and other improvements to offices, dormitories, research laboratories, dining areas, classrooms or similar facilities common to those found on a campus of an institution of higher education;

(iv) mining, drilling, exploration for or extraction of earth or minerals on the Surface Property or in the Underground Property, the purpose of which is solely for the analysis of the geophysical or geochemical characteristics of such property, or in connection with construction or expansion of underground chambers for Permitted Uses, but not including the processing or sale of ores;

(v) the sale or other disposal of waste rock for use as gravel, fill or other, similar uses, but only if such waste rock is the byproduct of an otherwise Permitted Use, and not including the processing or sale of ores or mineral products for any other purpose;

(vi) road construction and maintenance, and installation, maintenance and improvement of utilities needed for the Interim Laboratory or the Deep Laboratory or other Permitted Uses; and

(vii) research and development activities consistent with the definition of Permitted Uses.

(b) It shall be a Condition of the continued ownership, use and occupancy of the Property and the Improvements and Fixtures and other Assets by the Authority and its Representatives that, and the Authority covenants that, the Authority and its Representatives shall not use any of the Assets, or permit the use of any of the Assets by any Person, for activities other than Permitted Uses, such prohibited activities to include, without limitation:

(i) mining, drilling, exploration for or extraction of minerals on the Surface Property or in the Underground Property, the purpose of which is to define ore for commercial purposes or to conduct commercial mining or processing operations;

(ii) processing ores, minerals, dumps, tails or other mineral products using the Surface Property or the Underground Property or storage or disposal of waste rock or other materials on the Surface Property or in the Underground Property except for waste rock extracted from the Underground Property in connection with a Permitted Use;

(iii) storage, dumping or other disposal of Materials of Environmental Concern except for the storage of such materials in connection with a Permitted Use;

(iv) subdivision of any of the Assets which are real property;

(v) any commercial or industrial use or activity not directly related to operation of the Interim Laboratory Project or the Deep Laboratory Project or other Permitted Uses; or

(vi) any residential or housing use not related to housing students, researchers or other persons engaged in operation of the Interim Laboratory Project or the Deep Laboratory Project or other Permitted Uses.

If requested by the Authority, Homestake will advise the Authority within 30 days of receiving a request whether Homestake believes that a use proposed by the Authority is a Permitted Use. If Homestake advises the Authority that it believes a use proposed by the Authority is not a Permitted Use, the sole remedy available to the Authority shall be to

seek a judicial determination that such use is a Permitted Use and Homestake shall have no liability to the Authority for any damages that the Authority may suffer as a result of Homestake's response. No Party will have any liability to the other with respect to any costs or expenses, including attorneys' fees, associated with such a judicial determination

(c) In addition to the general restrictions contained in paragraph (b) of this Section, it shall be a Condition of the continued ownership, use and occupancy of the Property and the Improvements and Fixtures and other Assets by the Authority that, and the Authority covenants that, it shall not undertake nor authorize nor permit any physical activities including, in particular, drilling, excavation, blasting or any other physically destabilizing activity, within the Restricted Zone without the prior written consent of Homestake, which consent may be withheld by Homestake for any reason or for no reason.

(d) For purposes of the indemnities provided by the State and the Authority to the Homestake Indemnified Parties, the State and the Authority agree that each Person authorized or permitted to use all or any part of the Assets shall be considered to be acting on behalf of the Authority except that for purposes of this provision, in exercising its rights under the Donation Agreement or this Deed, neither Homestake nor any of its Representatives will be considered to be a Representative of the State or the Authority.

2. Establishment of the Laboratories. The Authority shall initiate and diligently pursue a program designed to establish the Interim Laboratory and the Deep Laboratory. It shall be a Condition of the continued ownership, use and occupancy of the Property and the Improvements and Fixtures and other Assets by the Authority that, and the Authority covenants that, within ten years of the Closing Date, the Interim Laboratory or the Deep Laboratory shall have been established and all or substantially all of the Useable Assets shall be being used in substantial activities with respect to such laboratories. For purposes of this Deed, the Authority shall be deemed to be engaged in substantial activities with respect to such laboratories if one or both of the laboratories are operating on a full time basis (taking into account the standard operating procedures of laboratories of this nature) and Project Sponsors or other proponents of the laboratory projects are in the aggregate providing adequate funding to the Authority to allow the Authority to be self-sustaining..

3. Maintenance of the General Fund, the Closure Fund and the Indemnification Fund. It shall be a Condition of the continued ownership, use and occupancy of the Property and the Improvements and Fixtures and other Assets by the Authority that, and the Authority covenants that:

(a) the Authority will maintain the General Fund and use the fund only for activities related to rehabilitation, development and operation of the Assets for the purposes contemplated by this Deed, including solicitation of scientific, research and development projects to use the Assets;

(b) the Authority will maintain an unencumbered balance of \$1,000,000 in the Closure Fund, reduced only by any amounts actually spent by the Authority for closure, reclamation, restoration, remediation and subsequent monitoring of the Assets as required

by any Governmental Authority pursuant to any Environmental, Health and Safety Law. Interest earned on the principal of the Closure Fund shall remain in and become a part of the Closure Fund. In the event the value of the Closure Fund decreases for any other reason the Authority shall promptly restore the amount of any decrease to the Closure Fund;

(c) the Authority will maintain an unencumbered balance of \$10,000,000 in the Indemnification Fund, reduced only by any amounts actually spent by the Authority for indemnification of the Homestake Indemnified Parties. In the event the value of the Indemnification Fund decreases for any other reason, the Authority shall promptly restore the amount of any decrease to the Indemnification Fund;

(d) subject to depletion of the corpus of the funds for purposes permitted by this Deed, the Authority shall cause the Closure Fund and the Indemnification Fund to be maintained for the life of its operations and activities on the Surface Property and the Underground Property and for five years after it has publicly abandoned the Interim Laboratory Project and the Deep Laboratory Project and any other Permitted Uses and has completed closure, reclamation, restoration, remediation and subsequent monitoring of the Assets as required by any Governmental Authority pursuant to any Environmental, Health and Safety Law; and

(e) at any time requested by Homestake but not more than twice per calendar year, the Authority shall provide to Homestake evidence that the General Fund, the Closure Fund and the Indemnification Fund are in full force and effect and that such funds have the minimum balances required by, and are otherwise being managed in accordance with the requirements of, this Section.

4. Legislation. Following Closing, it shall be a Condition of the continued ownership, use and occupancy of the Property and the Improvements and Fixtures and other Assets by the Authority that the Indemnity Statute and the Immunity Statute not be amended in any way that might be materially adverse to Homestake or the Homestake Indemnified Parties and that no part of the Indemnity Statute and the Immunity Statute be declared unconstitutional or unenforceable or be repealed, except as contemplated in such statutes as they exist as of the Effective Date. The Authority covenants not to initiate or support repeal of these statutes or an amendment that would have a material adverse effect on Homestake or the Homestake Indemnified Parties.

5. Insurance.

(a) If the Environmental Risk Insurance or the General Liability Insurance has not been obtained as of the Closing, the Authority shall obtain such insurance prior to any Representative of the State or the Authority entering into the Underground Property or undertaking any construction activity on the Surface Property (except as permitted by the Shared Use Agreement) and in any case, within 120 days of the Closing.

(b) It shall be a Condition of the continued ownership, use and occupancy of the Property and the Improvements and Fixtures and other Assets by the Authority that,

and the State and the Authority covenant that, the Environmental Risk Insurance and the General Liability Insurance shall be maintained in compliance with the requirements of this Section 5 at all times during the term of this Agreement from and after the date obtained as required in paragraph (a) of this Section and for a period of five years after the Authority has publicly announced that it has abandoned the Interim Laboratory Project and the Deep Laboratory Project and any other activity involving the Underground Property and that it has completed closure, reclamation, restoration and remediation of the Assets as required by any Governmental Authority pursuant to any Environmental, Health and Safety Laws. In the event any coverage provided in the Environmental Risk Insurance or the General Liability Insurance becomes unavailable in the traditional commercial insurance market, the Authority shall suspend all activities involving the Assets until the State and the Authority have provided a substitute means of protecting the Homestake Indemnified Parties to the same extent they would have been protected under this Agreement had the coverage been available. Such substitute means may include an appropriate increase in the Indemnification Fund, posting of an irrevocable letter of credit in favor of the Homestake Indemnified Parties or some combination of methods designed to provide equivalent financial protection to the Homestake Indemnified Parties, as determined in the reasonable discretion of Homestake.

(c) The Environmental Risk Insurance shall include the Homestake Indemnified Parties as additional named insured parties and the General Liability Insurance shall include the Homestake Indemnified Parties as additional insured parties. In addition, the Environmental Risk Insurance shall at all times include the State as an additional named insured party and the General Liability Insurance shall at all times include the State as an additional insured party and both policies shall, as applicable, be written in a manner that supports the State's obligations to indemnify, defend and hold harmless the Homestake Indemnified Parties as provided for in the Indemnity Statute and the Authority's obligations to indemnify, defend and hold harmless the Homestake Indemnified Parties as provided for in this Agreement and shall (i) contain provisions whereby the insurers waive all claims and rights of subrogation against the Homestake Indemnified Parties, (ii) provide that the insurance is primary and noncontributory and shall apply to such extent without consideration for other policies separately carried by the Homestake Indemnified Parties, (iii) shall state that, except with respect to policy limits, that each insured is provided coverage as though a separate policy had been issued to each, and (iv) shall include a provision or endorsement that the insurer will not raise any coverage defense based on any statutory immunity of the State, the Authority or Homestake and neither shall include an insured vs. insured endorsement. The Authority shall use its best efforts to cause each insurer to provide 60 days advance written notice, by certified mail, return receipt requested, to Homestake prior to suspension, cancellation or any material change in coverage or condition and the Authority shall independently provide such notice to Homestake promptly upon becoming aware of any such event. The requirements contained herein as to the types and limits of insurance to be maintained by the State and the Authority are not intended to and shall not, in any manner, limit or qualify the liabilities and obligations assumed by the Authority under this Agreement. The Authority and its insurers shall be responsible for claims handling

services in connection with the Environmental Risk Insurance and the General Liability Insurance policies for the benefit of the Homestake Indemnified Parties.

(d) The Environmental Risk Insurance shall be in the minimum amount of \$5,000,000.

(e) The General Liability Insurance shall initially be in the minimum amount of \$5,000,000. The initial minimum amount of \$5,000,000 will be increased to \$15,000,000 prior to any Person going underground at the Homestake Mine without regard to whether that Person is the State, the Authority, a Contractor, a Project Sponsor, or a Representative of any of the foregoing and without regard to whether that Person is a one-time entrant or a Person with repeated opportunities to go underground, unless such Person is an Authorized Entrant. The amount of General Liability Insurance shall be increased to \$75,000,000 prior to the Authority engaging in any rehabilitation of or construction on the Underground Property. Once the minimum amount of General Liability Insurance has been increased, it shall not thereafter be decreased without the written consent of Homestake.

(f) The aggregate deductible or self-insured retention on the Environmental Risk Insurance and the General Liability Insurance shall not exceed 25% of the amount of the Indemnification Fund. The Authority shall be responsible for the payment of all deductibles or self-insured retentions under the Environmental Risk Insurance and the General Liability Insurance.

(g) At any time requested by Homestake but not more than twice per calendar year, the Authority shall provide to Homestake evidence that the Environmental Risk Insurance and the General Liability Insurance are in full force and effect and that such insurance provides coverage on the terms set out in paragraph (c) above, in at least the minimum amounts required by paragraphs (d) and (e) above, with deductibles or self-insured retentions not exceeding the limit set out in paragraph (f) above. Prior to the Authority entering into the Underground Property or undertaking any construction activity on the Surface Property (except as permitted by the Shared Use Agreement), the Authority shall furnish Homestake with copies of the original binders or policies (including applicable endorsements) effecting the coverage required by Section 5. In the event that any of the insurance coverage expires or otherwise terminates, the Authority must replace such coverage before the expiration date with same or comparable coverage (except to the extent that a substitute is permitted pursuant to the requirements of paragraph (b) above) and shall provide to Homestake evidence that such coverage is in full force and effect. If any such coverage is written on a claims-made basis, the Environmental Risk Insurance shall not include any retroactive date and the General Liability Insurance may include a retroactive date that at a minimum dates back to the Effective Date of this Agreement. Both policies shall include an extended reporting period rider of three years from the expiration or termination date of such policy.

B. Covenants and Conditions Not Giving Rise to a Right of Reentry. Certain selected covenants affecting use of the Property and the Improvements and Fixtures and other Assets as set out in the Donation Agreement, the failure of which do not give rise to Grantor's Reentry

Right, are as follows:

1. Ongoing Inspection and Maintenance of the Improvements and Equipment. The Authority covenants that,

(a) prior to initiating any activities using the Underground Property, the Authority will develop and implement inspection and maintenance protocols for all hoists, hoist motors, fans, vents, heaters, chillers, substations, electric transmission wires, cages, cables, shafts, drifts, chambers and other workings of any kind and all other equipment and facilities necessary to provide safe access to and use of the Assets, including, in particular, those related directly to gaining access to and use of the Interim Laboratory and the Deep Laboratory, in conformity with applicable rules, regulations, orders and other requirements of any Governmental Authority;

(b) the inspection and maintenance protocols shall be prepared and updated by employees of the Authority or consultants engaged by the Authority who have documented expertise in development and implementation of such protocols in the environment presented at the Homestake Mine and the historic use of the mine; and

(c) the Authority shall thereafter diligently update and diligently comply with such protocols at all times and shall certify to Homestake annually no later than January 31 of each year that it has so complied with the requirements of this Section 1.

2. Covenants in Leases and Agreements.

(a) Prior to authorizing any Person, including any Representative of the State or the Authority, to enter the Underground Property, the Authority shall prepare a written agreement, in a form consistent with best industry practices for the underground mining industry and that is reasonably acceptable to Homestake, that includes, among other things, (i) a declaration that the Person has investigated the risks associated with the Surface Property and the Underground Property, (ii) a declaration that the Person has developed an informed understanding of the risks associated with going underground, and (iii) an agreement that the Person will and does release, discharge and agree not to sue any Homestake Indemnified Party from or as a result of any damage or injury to such Person or its property. The Authority covenants that, as a condition of entering the Underground Property, each Person requesting to enter the Underground Property will be required to execute such written agreement, provided, that an Authorized Entrant will not be required to execute such written agreement.

(b) Prior to authorizing any Contractor or Project Sponsor or its or their Representatives to enter the Underground Property, the Authority shall prepare a written agreement, in a form consistent with best industry practices for the underground mining industry and that is reasonably acceptable to Homestake, that includes, among other things, (i) a declaration that the Contractor or Project Sponsor, as applicable, has investigated the risks associated with the Surface Property and the Underground Property, (ii) a declaration that the Contractor or Project Sponsor, as applicable, has developed an informed understanding of the risks associated with going underground, and (iii) an

agreement to be executed by each Contractor in which it agrees that it will and does release, discharge and agree not to sue and hold harmless, defend and indemnify the Homestake Indemnified Parties with respect to any damage or injury to any Person or property caused by the Contractor or its Representatives and an agreement to be executed by each Project Sponsor in which it agrees that it will and does release, discharge and agree not to sue and hold harmless, defend and indemnify the Homestake Indemnified Parties with respect to any damage or injury to any Person or property caused by the Project Sponsor or its Representatives. The Authority covenants that, as a condition of permitting any Contractor or its Representatives or any Project Sponsor or its Representatives to enter the Underground Property, each Contractor or Project Sponsor requesting to enter the Underground Property on its own behalf or on behalf of its Representatives will be required to execute such written agreement. If the Project Sponsor is a governmental entity that is subject to a constitution, statute or administrative rule which limits the enforceability against it of an agreement to hold harmless, defend and indemnify, the Authority may waive the requirement that a Project Sponsor agree to hold harmless, defend and indemnify the Homestake Indemnified Parties but (i) only to the extent of such limitation, (ii) only if the covenant to release, discharge and agree not to sue remains in place, and (iii) only if a reasonable substitute for the agreement to hold harmless, defend and indemnify is provided and approved by Homestake as provided herein. Such substitute may include the purchase of additional insurance by the Project Sponsor or the Authority, an appropriate increase in the Indemnification Fund, posting of an irrevocable letter of credit in favor of the Homestake Indemnified Parties or some combination of such methods designed to provide equivalent financial protection to the Homestake Indemnified Parties, as determined in the reasonable discretion of Homestake.

(c) The Authority shall retain all written agreements executed pursuant to paragraphs (a) and (b) of this Section and shall not destroy them with respect to any Person until seven years after the last occupancy of the Assets by that Person.

(d) The Authority shall require each Contractor and Project Sponsor independently to provide general liability insurance coverage for itself, its Representatives and its assets. All such insurance shall be in place and in full force and effect prior to any such Contractor or Project Sponsor or its or their Representatives commencing any activities on the Surface Property or the Underground Property. All such insurance shall, as applicable, be written in a manner that supports the Contractor's or Project Sponsor's obligations to indemnify, defend and hold harmless the Homestake Indemnified Parties as provided for in this Deed and shall (i) contain provisions whereby the insurers waive all claims and rights of subrogation against the Homestake Indemnified Parties, (ii) provide that the insurance is primary and noncontributory and shall apply to such extent without consideration for other policies separately carried by the Homestake Indemnified Parties, (iii) shall state that, except with respect to policy limits, that each insured is provided coverage as though a separate policy had been issued to each, (iv) shall include a provision or endorsement that the insurer will not raise any coverage defense based on any statutory immunity of the State, the Authority or Homestake and neither shall include an insured vs. insured endorsement, and (v) that the Contractor or Project Sponsor will use its best efforts to cause each insurer to provide 60 days advance written notice, by certified mail, return receipt requested, to the Authority

prior to suspension, cancellation or any material change in coverage or condition (in which case, the Authority agrees to independently provide such notice to Homestake promptly upon becoming aware of any such event). Such insurance shall include property damage coverage adequate to cover all third party property associated with a Project and general liability insurance in an amount reasonably to be determined in the independent judgment of a reputable risk management consultant retained by the Authority, but in no case less than \$5,000,000. Any such insurance shall be separate from and independent of the Environmental Risk Insurance and the General Liability Insurance purchased by the Authority. The Authority may waive this requirement for any Contractor or Project Sponsor and purchase such insurance on behalf of any Contractor or Project Sponsor or provide a substitute means of protecting the Homestake Indemnified Parties to the same extent they would have been protected under this Agreement had the coverage been obtained. Such substitute means may include an appropriate increase in the Indemnification Fund, posting of an irrevocable letter of credit in favor of the Homestake Indemnified Parties or some combination of methods designed to provide equivalent financial protection to the Homestake Indemnified Parties, as determined in the reasonable discretion of Homestake. The requirements contained herein as to the types and limits of insurance to be maintained by any Contractor or Project Sponsor are not intended to and shall not, in any manner, limit or qualify the liabilities and obligations assumed by any Contractor or Project Sponsor under this Agreement.

(e) The Authority agrees that Project Sponsors or other proponents of the Interim Underground Laboratory or the Deep Underground Laboratory shall in the aggregate contribute adequate funding to the Authority to allow the Authority to be self-sustaining within seven years of the Effective Date. For purposes of this Agreement, the Authority will be deemed to be self-sustaining if it can meet all of its financial obligations and perform all of its obligations under this Agreement including, without limitation, the maintenance of the Closure Fund and the Indemnification Fund and payment of the premiums for the Environmental Risk Insurance and General Liability Insurance.

(f) The Authority shall certify in writing to Homestake annually no later than January 31 of each year that it is in full compliance with the requirements of each paragraph of this Section.

C. Homestake's Remedies for Failure of a Covenant or Condition; Right of Entry.

(a) If Homestake believes that a violation of the terms of the Donation Agreement or this Deed has occurred, or a violation of the terms of the Donation Agreement or this Deed is threatened because of acts or omissions of the State or the Authority or its Representatives, Homestake may give notice in writing to the State or the Authority, as applicable, of the violation or threatened violation and demand that the State or the Authority, as applicable, undertake corrective action with respect to the violation or threatened violation.

(b) If the State or the Authority, as applicable, fails to cure the alleged violation within 30 days of receipt of Homestake's notice or, if circumstances are such that the alleged violation cannot reasonably be cured within such 30 day period, to commence and diligently pursue corrective action until cured, Homestake may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of the Donation Agreement and this Deed by means of a temporary or permanent injunction. The State and the Authority agree that injunctive relief, including an order for specific performance of the Donation Agreement and this Deed, is an appropriate remedy for violations of the terms of this Deed without the necessity of having to prove the inadequacy of legal remedies. In the event Homestake, acting reasonably, believes that circumstances require immediate action to prevent or to mitigate material, immediate and irreparable injury to persons or property, Homestake may seek enforcement of the terms of this Deed without waiting for the cure periods set forth above to expire.

(c) If the violation is a violation of the annual certification requirements set out in paragraph (c) of Section B.1 or paragraph (f) of Section B.2 of this Appendix, (i) the Authority will suspend all Permitted Uses of the Assets until such time as the Authority can certify that it is in full compliance with the requirements for which certification is to be given, and (ii) the Authority shall notify all Persons using the Assets and each of its insurers of its inability to make such certification. The Authority agrees that the requirements of this paragraph will be specifically enforceable by Homestake and that the failure to provide the required certifications will not be confidential.

(d) In addition to the rights of Homestake as set out in paragraphs (a), (b) and (c) of this Section, with respect to the following obligations of the State or the Authority, as applicable, that the State or the Authority is not capable of performing or that cannot be cured as provided in paragraph (b) above or, while capable of being cured, is not cured as provided in paragraph (b) above, Homestake shall also have the authority to enter all or any portion of the Property, the Improvements and Fixtures and other Assets and to recover possession and ownership of such assets for failure of a condition subsequent (as defined in South Dakota law):

(i) If the failure (A) is a violation of the Conditions set out in Section A.1(a), (b) or (c), (B) is a failure to satisfy the Conditions of establishing, maintaining or managing the General Fund, the Closure Fund or the Indemnification Fund as provided in Section A.3, or (C) is a failure of the Condition requiring acquisition or maintenance of Environmental Insurance or General Liability Insurance as provided in Section A.5, Homestake may enter and recover possession and ownership of any or all of the Assets.

(ii) If the failure is of the Condition that the Indemnity Statute and the Immunity Statute shall not be amended or repealed as required in Section A.4, Homestake may enter and recover possession and ownership of any or all of the Assets.

(iii) If the failure is of the Condition requiring that the Authority establish the Interim Laboratory or the Deep Laboratory and be using all or

substantially all of the Useable Assets in substantial activities with respect to such laboratory or laboratories as provided in Section A.2, during the two year period following the 10 year period authorized in Section A.2, but only during such two year period, Homestake may enter and recover possession and ownership of that portion of the Assets not being used in substantial activities with respect to such laboratories.

(e) If Homestake elects to exercise the right of entry described in paragraph (d) of this Section, Homestake shall give the Authority the minimum advance notice required by law following the expiration of the period set out in paragraph (b) above or upon Homestake's reasonable determination that that the State or the Authority, as applicable, is not capable of performing or satisfying the Condition. In the notice, Homestake will specify whether it is exercising the right of entry with respect to all or part of the Surface Property and Underground Property and other Assets and identify the Surface Property and Underground Property and other Assets for which the right is being exercised. The Authority shall have the right to contest Homestake's right of entry in the time and manner allowed by applicable law. If Homestake exercises the right of entry with respect to less than all of the Surface Property and Underground Property and other Assets, it shall act reasonably and in good faith to minimize any adverse impact that will occur to the remainder of the Assets; provided, however, that Homestake shall not be obligated to make available any portion of the Assets so entered.

**Addendum 1
To Appendix C**

to Deed from Homestake Mining Company Of California to
the South Dakota Science and Technology Authority

Definitions

(a) "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by or is under common control with, a Party. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise. The Authority is an independent body corporate and politic and is not an Affiliate of the State.

(b) "Agreement" means the Property Donation Agreement, together with all of its Exhibits.

(c) "Assets" means the Surface Property, the Underground Property, the Easements, the Improvements and Fixtures, the Equipment, and the Data and Other Information, all as more particularly described in Exhibit A to the Donation Agreement. Assets shall not include the Excluded Assets.

(d) "Authority" means the South Dakota Science and Technology Authority.

(e) "Authority Personnel" means all directors, officers, employees, agents and consultants of the Authority.

(f) "Authorized Entrant" means a representative of a Governmental Authority who is authorized to enter the Underground Property pursuant to law without authorization by or the consent of the Authority

(g) "Barrick" means Barrick Gold Corporation

(h) "Closing" means closing of the transactions contemplated by the Donation Agreement.

(i) "Closure Fund" means a cash fund established by the Authority to which the Authority will make a contribution of \$800,000 prior to Closing and to which Homestake will make a contribution of \$200,000 at Closing, the sole purpose of which is to fund closure, reclamation, restoration, remediation and subsequent monitoring of the Assets by the Authority as required by any Governmental Authority pursuant to any Environmental, Health and Safety Law.

(j) "Contractor" means a Person that contracts with the State, the Authority or a Project Sponsor, as applicable, to perform work in connection with the Assets or a

Project and any other Person that contracts with such Contractor, including without limitation direct and indirect subcontractors of such Contractor.

(k) "Contractor Personnel" means all directors, officers, employees, agents and consultants of a Contractor.

(l) "Deep Laboratory Project" means a project for conducting Permitted Uses that will be situated substantially below the 4850 level of the underground workings contained within the Underground Property, support for which will involve use of the Surface Property and the other Assets.

(m) "Dollars" or "\$" means United States currency.

(n) "Environmental, Health and Safety Law(s)" means the applicable federal, state and local environmental laws, regulations, ordinances, and rules, and the common law, relating to the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to pollution or protection of the environment (including without limitation ambient air, surface water, groundwater, wetlands, natural resources, land surface or subsurface strata), as the same may be amended or modified, including without limitation the following statutes: Federal Solid Waste Act as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, et seq., Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., Federal Clean Air Act, 42 U.S.C. §7401, et seq., Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. §1251, et seq., Federal Hazardous Materials Transportation Act, 48 U.S.C. § 1801, et seq., Federal Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Federal Safe Drinking Water Act, 42 U.S.C. §300f, et seq., and analogous state and local regulations. Environmental, Health and Safety Laws shall also include any applicable laws, regulations, ordinances, and rules related to the use or operation of the Assets or the permitting of or closure, reclamation, remediation and monitoring of the Assets by the South Dakota Department of Environment and Natural Resources and all laws, regulations, ordinances, and rules related to the health and safety of the public, workers and other personnel using the Assets, including any laws, regulations, ordinances, and rules of or applicable to OSHA, MSHA or any state agency with similar jurisdiction.

(o) "Environmental Permit" means any applicable federal, state or local permits, licenses, approvals, consents or authorizations required by any Governmental Authority under or in connection with any Environmental, Health and Safety Law and includes any and all orders, consent orders or binding agreements issued or entered into by any Governmental Authority under any applicable Environmental, Health and Safety Law.

(p) "Environmental Risk Insurance" means a policy of insurance, underwritten by a reputable insurer with a security rating from A. M. Best of not less than A-VII, or another insurer approved in writing by Homestake in its sole discretion, that

provides coverage for remediation and reclamation, bodily injury, property damage, contractual liability and defense costs arising out of or related to: (i) risks associated with on-site and off-site cleanup costs, bodily injury and property damage claims relating to pre-existing and new environmental conditions, (ii) risks associated with past or future violations of Environmental, Health and Safety Laws, and (iii) risks arising out of the Authority's ownership of the Assets and the use, operation, reclamation, closure or remediation of the Assets by, as applicable, the State, the Authority, and its or their Representatives or by anyone else. Such insurance shall specifically include contractual liability coverage (including, in particular, coverage applicable to the contractual indemnifications given by the State and the Authority to the Homestake Indemnified Parties in this Agreement) and provide coverage for legal defense expenses paid or incurred concerning any claim potentially covered under such insurance. The Environmental Risk Insurance will contain no special limitations on the scope of coverage provided to the Homestake Indemnified Parties. The Environmental Risk Insurance need not cover any risks identified as Excluded Liabilities.

(q) "Excluded Liabilities" means the obligations and liabilities described in Section 7.2 of the Agreement.

(r) "General Fund" means the bank accounts and other investments in which the Authority is authorized to invest its funds pursuant to applicable law and the grant funds available to the Authority under Grant No. B-02-NI-SD-SD0005 dated June 25, 2003.

(s) "General Liability Insurance" means a policy of Commercial General Liability Insurance, underwritten by a reputable insurer with a security rating from A. M. Best of not less than A-VII, or another insurer approved in writing by Homestake in its sole discretion, that provides coverage for premises and operations liability, personal injury, broad form property damage, broad form blanket contractual liability coverage (including, in particular, coverage applicable to the contractual indemnifications given by the State and the Authority to the Homestake Indemnified Parties in the Donation Agreement), products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available, a standard separation of insureds provision, and coverage for punitive damages to the extent normally available and enforceable under South Dakota law. The General Liability Insurance shall cover and extend to the Authority's ownership of the Assets and the use and operation of the Assets by, as applicable, the State, the Authority, and its or their Representatives or by anyone else, and shall insure, among other claims, all claims for personal injury, including death, and property damage. The General Liability Insurance need not cover any risks identified as Excluded Liabilities.

(t) "Governmental Authority" means any federal, state, local or other governmental authority, agency or regulatory body, including without limitation any commission, court, tribunal or panel having jurisdiction over the matter at issue.

(u) "Homestake" means Homestake Mining Company of California.

(v) "Homestake Indemnified Parties" means Barrick, Homestake and the Affiliates of Barrick and Homestake, and each of its and their Representatives.

(w) "Immunity Statute" means Senate Bill 215 as enacted by the Legislature of the State of South Dakota in its 79th Legislative Session and codified as SDCL 1-16H-43

(x) "Improvements and Fixtures" means those above ground or underground buildings, improvements, structures and fixtures located on the Surface Property or in the Underground Property as of the Closing Date, if any, including without limitation, hoists, tramways, rails, underground passageways, tunnels, drifts and chambers, buildings, landscaping, parking lots and structures, roads, drainage structures and all above ground and below ground utility structures and systems, equipment systems, and other infrastructure.

(y) "Indemnified Party" means one of the Homestake Indemnified Parties or the State Indemnified Parties that either believes it is entitled to indemnification under this Agreement or who is determined to be entitled to indemnification by agreement of the Parties or an order of a court.

(z) "Indemnification Fund" means a cash fund established by the Authority, the sole purpose of which is to fund the obligation of the Authority to indemnify Homestake Indemnified Parties pursuant to the indemnification requirements of the Agreement.

(aa) "Indemnification Statute" means Senate Bill 214 as enacted by the Legislature of the State of South Dakota in its 79th Legislative Session and codified as SDCL 5-24-17 to 5-24-20, inclusive.

(bb) "Interim Laboratory Project" means a project for conducting Permitted Uses that will be situated approximately on the 4850 level of the underground workings contained within the Underground Property, support for which will involve use of the Surface Property and the other Assets.

(cc) "Materials of Environmental Concern" means any toxic or hazardous waste, pollutants or substances, including without limitation, substances defined or listed as a pollutant, air pollutant, "hazardous substance", "toxic substance", "toxic pollutants", "medical waste" or similarly identified substance or mixture, in or pursuant to any Environmental, Health and Safety Law.

(dd) "Mine" means the Homestake Mine located in Lawrence County, South Dakota.

(ee) "MSHA" means the U.S. Mine Safety and Health Administration.

(ff) "No. 5 Shaft" means the shaft located on the No. 5 Shaft Parcel.

(gg) "No. 5 Shaft Parcel" means the parcel of land more particularly described in Part 1 of Exhibit A.

(hh) "OSHA" means the U.S. Occupational Safety and Health Administration.

(ii) "Party" means any of Homestake, the State or the Authority and "Parties" means all of Homestake, the State and the Authority.

(jj) "Permitted Use(s)" means use of the Assets for the purposes authorized for the Authority as of the Effective Date by South Dakota Laws 2004, Chapter 15, Section 2 (codified at SDCL 1-16H-2), which is "to foster and facilitate scientific and technological investigation, experimentation and development." Permitted Uses shall include those uses described in paragraph (a) of Section 6.4 of the Agreement but shall specifically exclude those uses described in paragraphs (b) and (c) of Section 6.4 of the Agreement.

(kk) "Person" means and includes an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a government or any body corporate and politic, department, agency or instrumentality thereof.

(ll) "Personnel" means any or all of Authority Personnel, Contractor Personnel or Project Personnel, depending upon the context in which it is used.

(mm) "Project" means a Permitted Use undertaken using any of the Assets by a Person other than the Authority.

(nn) "Project Personnel" means all directors, officers, employees, agents, consultants, instructors and students of a Project Sponsor.

(oo) "Project Sponsor" means a Person that enters into an agreement with the Authority to use any of the Assets for a Project.

(pp) "Representative" means, (i) with respect to the State, any Contractor, Contractor Personnel, Visitor or any other Person that the State or its Representatives invites on, allows or authorizes to use the Assets, and its or their agents, representatives, consultants, lessees, licensees and invitees; provided, however, that for purposes of this definition, neither the Authority nor its Representatives nor any Authorized Entrant will be deemed to be a Representative of the State; (ii) with respect to the Authority, any Authority Personnel, Contractor, Contractor Personnel, Project Sponsor, Project Personnel, Visitor or any other Person that the Authority or its Representatives invites on, allows or authorizes to use the Assets, and its or their agents, representatives, consultants, lessees, licensees and invitees; (iii) with respect to any Contractor or any Project Sponsor, its Personnel, its Visitors or any other Person that the Contractor or Project Sponsor or its or their Representatives, as applicable, invites on, allows or authorizes to use the Assets, and its or their agents, representatives, consultants, lessees, licensees and invitees; and, (iv) with respect to Homestake, any Visitor, contractor, director, officer, employee, agent, or consultant or any other Person that Homestake or its Representatives invites on, allows

Exhibit C

Page 22 of 23

or authorizes to use the Assets, and its or their agents, representatives, consultants, lessees, licensees and invitees.

(qq) "Restricted Zone" means that portion of the Underground Property described in Part 4 of Appendix A to this Deed in which the operations and activities of the Authority are limited as provided in paragraph (c) of Section 1 of Appendix C to this Deed.

(i) "State" means the State of South Dakota, but does not include any agency or instrumentality of the State of South Dakota that acts as a Project Sponsor.

(rr) "State Indemnified Parties" means the State and the Authority and its or their officials, officers, directors, agents, consultants and employees.

(ss) "Surface Property" means all of Homestake's right, title and interest, as it may exist, in and to the surface estate in the property described in Part 1 of Appendix A to this Deed.

(tt) "Underground Property" means all of Homestake's right, title and interest, as it may exist, in and to the subsurface estate and the mineral estate in the property described in Part 2 of Appendix A to this Deed, which shall include all of Homestake's right, title and interest, as it may exist, in the subsurface estate and mineral estate underlying the Surface Property.

(uu) "Useable Assets" means all of the Surface Property and that portion of the Underground Property described generally as lying between the Yates Shaft and the Ross Shaft and extending down to the 5300 level, as depicted on Part 5 of Appendix A to this Deed.

(vv) "Visitor" means a natural person who enters upon or into the Surface Property or the Underground Property at the invitation or with the approval of the State, the Authority, a Project Sponsor, a Contractor, or its or their Representatives solely for the purposes of observation. The term "Visitor" does not include Homestake Representatives, Authority Personnel, Contractor Personnel, or Project Personnel.

EXHIBIT D

To Property Donation Agreement by and between
Homestake Mining Company of California, the State of South Dakota
and the South Dakota Science and Technology Authority

FORM OF ASSIGNMENT AND BILL OF SALE

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment"), entered into and to be effective as of May __, 2006 ("Effective Date"), is from Homestake Mining Company of California, a California corporation, 630 E. Summit, Lead, South Dakota 57754-1700 ("Assignor"), to the South Dakota Science and Technology Authority, a body corporate and politic of the State of South Dakota, 625 9th Street, 8th Floor, Rapid City, South Dakota 57701 ("Assignee").

RECITALS

A. Pursuant to a Property Donation Agreement dated April 14, 2006 between and among Assignor, the State of South Dakota and Assignee (the "Donation Agreement"), Assignor has agreed to donate to Assignee certain Equipment and Data and Other Information (each as defined below) associated with the Homestake Mine.

B. Pursuant to the Donation Agreement, the State of South Dakota and Assignee have agreed, among other things, to limit use of the Equipment and Data and Other Information to certain purposes, to secure and maintain adequate funding to insure safe and sustainable operation of the Assets, and to release and protect Assignor from certain existing and all future liabilities that might result from the ownership of such assets by the Authority or the use or operation of such assets by, as applicable, the State, the Authority or its or their Representatives, for their benefit and purposes.

ASSIGNMENT AND SALE

For and in consideration of the covenants in the Donation Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor donates, without warranty of title, to Assignee, all of Assignor's right, title and interest in and to (i) those certain electrical transmission and distribution lines, with poles, wires and all necessary attachments and appurtenances, above ground or underground and commonly referred to as the "Homestake Power Lines" located on the following described property located in Lawrence County, South Dakota: portions of the Robert Calvin, Robert Calvin No. 1, Robert Calvin No. 2 and Springville patented lode mining claims, M.S. 1521, the Flora McDonald patented lode mining claim, M.S. 295, the Little Missouri Fraction patented lode mining claim, M.S. 1171, Government Lot 16,

Lot G of the Pavillion Subdivision of the City of Lead and Tracts A, B, D and F of the Yates Subdivision of the City of Lead, the location of which power lines is generally depicted on the drawing attached as Exhibit A ("Power Line Location"); (ii) all of the equipment, tools and the like located on or in the buildings located on the Surface Property as of the Effective Date, including the equipment, tools and the like in the buildings more particularly described in Part 1 of Exhibit B attached hereto and included herein by this reference (collectively "Equipment"); and (ii) all Data and Other Information previously delivered by Assignor to Assignee as described in Part 2 of Exhibit B attached hereto and included herein by this reference (collectively "Data"), to have and to hold unto Assignee, its successors and assigns, forever. There is specifically excluded from this Assignment and Bill of Sale those certain items more particularly described in Part 3 of Exhibit B attached hereto and included herein by this reference (collectively "Excluded Assets").

Assignor makes no representation or warranty regarding the suitability of the Equipment, Data and Other Information for use in connection with the Interim Laboratory Project or the Deep Laboratory Project or any of the Permitted Uses or the probable success of the State or the Authority, as applicable, in the use or operation of such assets for such purposes or any other purposes after the Closing. Assignor makes no representation or warranty as to the condition or suitability for any particular purpose of any of such assets, individually or collectively, all of which are being transferred on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.

This Assignment is delivered pursuant to and is subject to the Donation Agreement. In the event of any conflict between the terms of the Donation Agreement and the terms of this Assignment, the terms of the Donation Agreement, which shall survive the execution and delivery of this Assignment, and the rights of Assignor under such agreement, shall prevail.

This Assignment is executed and delivered to be effective on the date first written above.

Assignor:

Homestake Mining Company of
California

By: _____

Name: _____

Title: _____

Assignee:

The South Dakota Science and
Technology Authority

By: _____

Name: _____

Title: _____

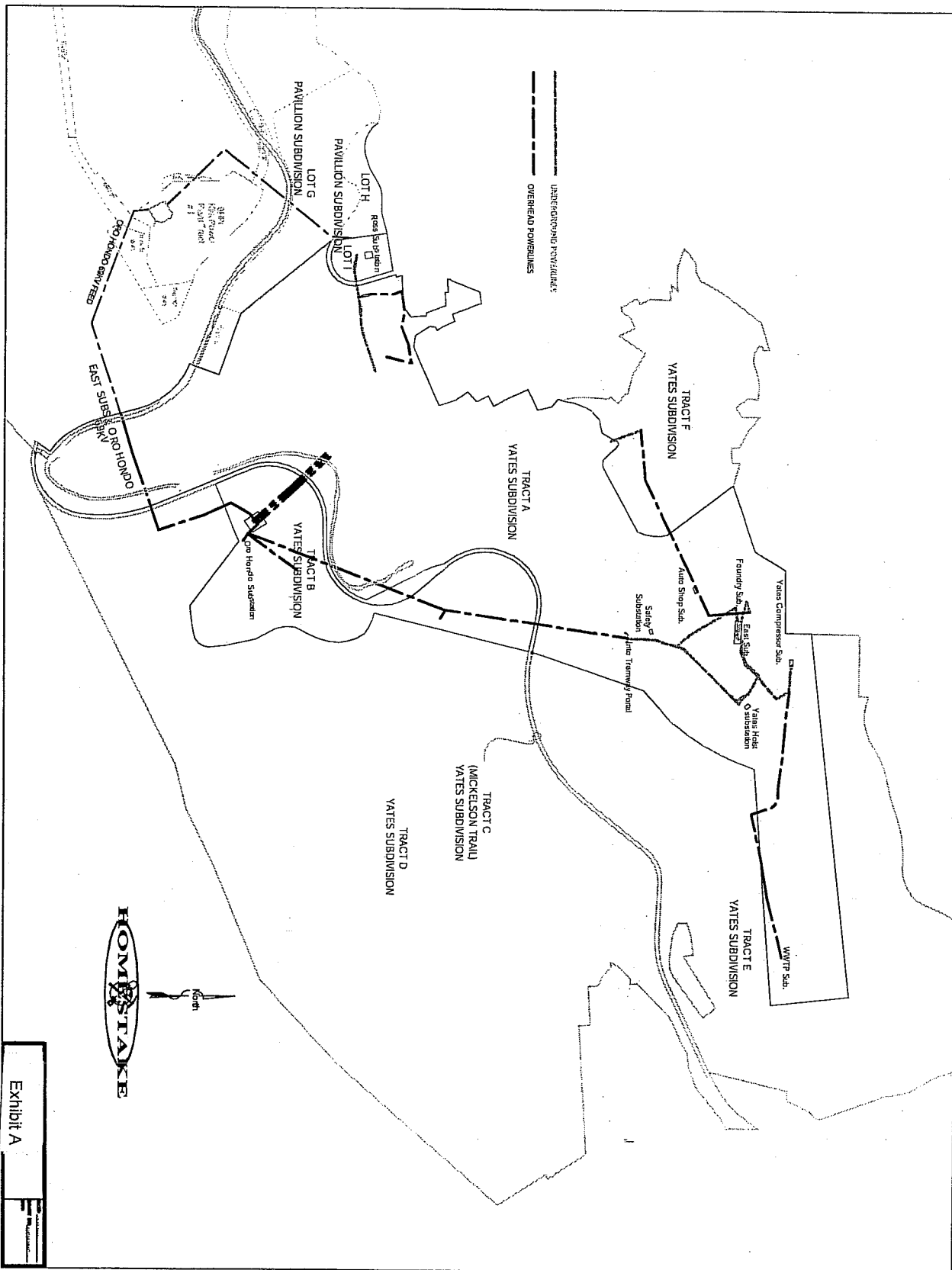
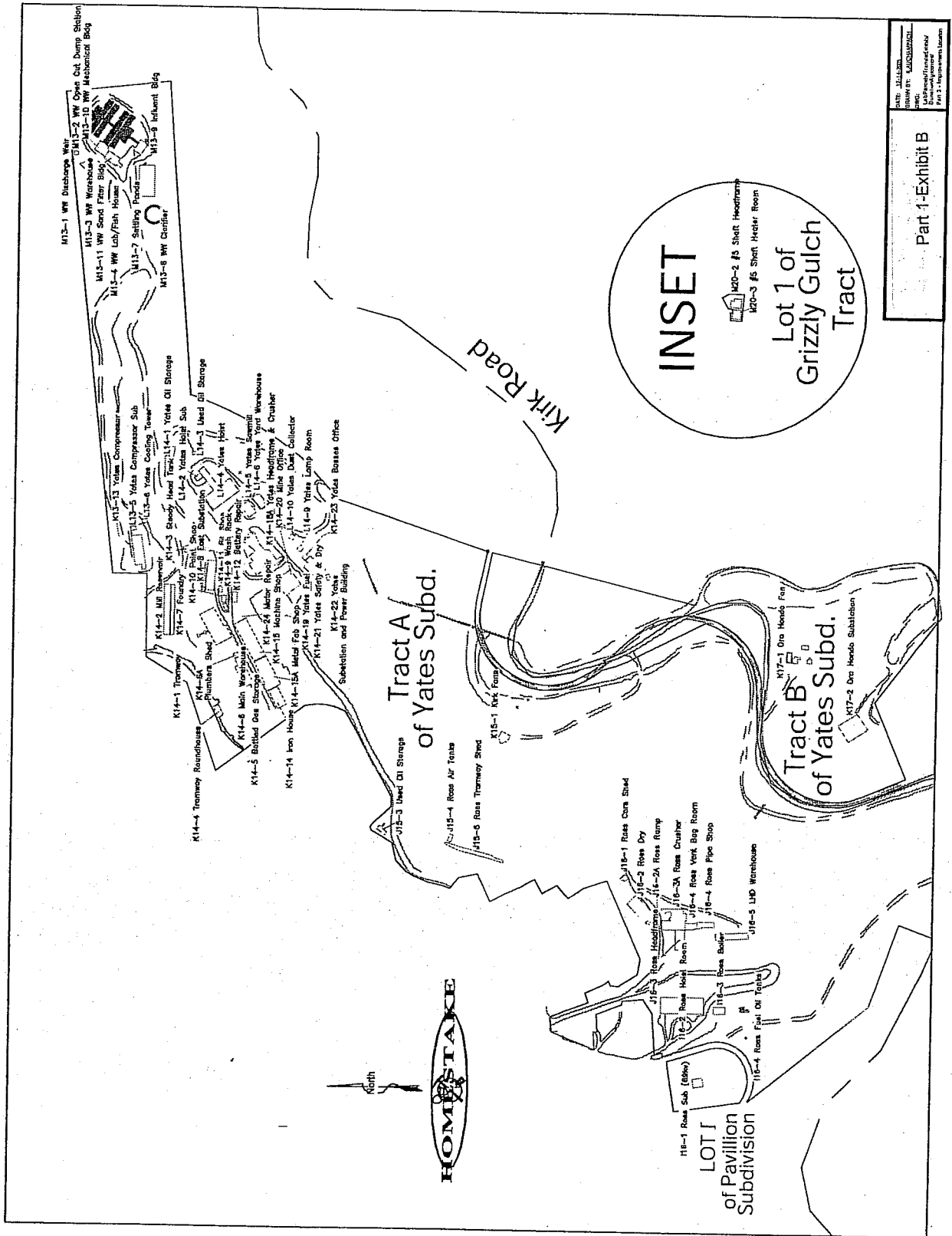


Exhibit A



Part 2 – DATA and OTHER INFORMATION

The following described data and information all of which has previously been delivered to and accepted by the Authority.

A. By transmittal dated 8/25/2003

Surface Infrastructure

1. Electrical
 - a. "HMC Surface Power Distribution HMC/BHPL Switching Diagram," Dwg #EE0999
2. Mechanical
 - a. "Engineering Index"
 - b. "Site Characteristics of the Homestake Mine," Inter-office memo by Hubbard, Marks, and Raubach, November 27, 2000 (also referenced above)
 - c. "Main Water Feed System" (8-1/2" x 11" Flow Diagram)
3. Buildings
 - a. "HNUL Exhibit," Dwg #HNUL-Exhibit.dwg by K. Auchampach dated August 21, 2003
4. Security
 - a. "Homestake Security – to be addressed during walking tour"
5. Communications
 - a. E-mail Correspondence, Lillehaug to Mitchell, Mine Monitoring System
 - b. "Site Characteristics of the Homestake Mine," Inter-office memo by Hubbard, Marks, and Raubach, November 27, 2000 (also referenced above)

Underground Infrastructure

1. Ventilation System
 - a. "Ventilation – Evacuation Plan" (longitudinal drawing)
 - b. "Longsection of the Homestake Mine, Lead, SD"
 - c. "Basic Statistics for 6950 Ventilation Project"
2. Electrical
 - a. "12 kV Mine Power System – One Line Diagram," Dwg #EE1116
 - b. "2.4 kV Mine Power System – One Line Diagram," Dwg #EE1118

3. Mechanical

- a. "HMC Water Supply and Discharge System," Dwg #601W004A
- b. "Main Mine Pump Photos," E-mail correspondence Regan to Burke, June 2, 2003.
- c. "Site Characteristics of the Homestake Mine," Inter-office memo by Hubbard, Marks, and Raubach, November 27, 2000 (also referenced above)
- d. "Underground Inspections of Water Walls, Pumps, and Drains" (Jan through June 2003)
- e. "Engineering Index" (also referenced under Surface above)
- f. "NDT Reports," Braniff Inspection Services, Ltd., March 13, 2003
- g. "PM Reports," Homestake Maintenance Crews, 2003 (Ross Cage Hoist, Ross Production Hoist, Ross Dewatering Pumps, Yates Cage Hoist, Yates Production Hoist, Yates Compressors, Oro Hondo Fan, Kirk Fans, #6 Winze Cage Hoist, #6 Winze Production Hoist)
- h. "Yates Shaft Timber" plan, Dwg #F2676-28-53
- i. "Plan of Ross Shaft," Dwg #2676-28-53

4. Geotechnical

- a. "Summary of Homestake Rock Mechanics Data"
- b. "Ross Shaft Pillar Study Update," Memo from B. Pariseau to S. Mitchell

5. Water Quality Testing

- a. Reports and data available from SD-DENR

6. General Mine Plan

- a. Refer to general Ventilation Long Sections referenced under Section #1
- b. Detailed Mine plans, survey data, geologic data, and drill-hole lithologies will be transmitted via Vulcan CD's

Miscellaneous

1. General Plan of Mine Property

- a. "HNUL Exhibit," Dwg #HNUL-Exhibit.dwg by K. Auchampach dated August 21, 2003 (referenced above)

2. Closure Plan

- a. "8000 Main Pump Room" decommissioning documentation," Index #00804. This documentation describes how this particular Pump Room was decommissioned. Other Pump Rooms were decommissioned in a similar fashion.

3. Electronic Formats

- a. Most of the drawings and memorandums are available in electronic format. Please specify which ones are desired in electronic format.

4. Licenses and Permits
 - a. Available from Governing Agencies
5. Labor Relations
 - a. "Contract Between Homestake Mining Company and United Steelworkers of America AFL-CIO-CLC"

B. By transmittal dated 9/09/2003

- CD containing electronic files of most of the drawings and memorandums included in Transmittal #1 dated August 25, 2003.
- Electronic file versions of HMC Drawing #'s 510W005, 540W004, and 530W013, which show the surface locations of HMC and certain other public utilities (files are on the same CD as above). Note: Specific utility companies should be contacted to verify the existence of any other utilities.
- A separate CD containing TSP's report dated February 12, 2003 of HMC buildings structural assessments.

C. By transmittal dated 9/22/2003

CD that contains Vulcan files relative to the underground portion of the Homestake Mine. These files include the underground levels, ramps, shafts, diamond drill holes, survey data, geology, and more. Sampling information has been excluded from the drill-hole database.

D. By transmittal dated 9/24/2003

Fax from Steve Bareis (table entitled, "Assessment of Homestake for a National Underground Laboratory, Surface Buildings/Facilities Need") with notations for each line item denoting the current status of various buildings and equipment. The table appears to be a needs assessment that was shown to HMC management personnel in April 2001 by the HNUL committee and/or its consultants. Each line item had been coded:

- 1 = Decommissioned since 2001 (but building or equipment still exists)
- 2 = No appreciable change in status since 2001
- 3 = Sold or Transferred since 2001
- 4 = Demolished since 2001

E. By transmittal dated 10/20/2003

Three drawings that show the ore and waste transfer system that was constructed in the No. 6 Shaft and Ross Shaft areas. The drawings include:

- “Deep Level Project – Isometric View of Proposed Shaft Layout, #6 Shaft,” July 16, 1969, Dwg. # F-31-A-277.
- “Deep Level Project – Shaft Elevation Showing Stations, Loaders & Raises,” February 1, 1970, Dwg. # F-31-A-281.
- “Deep Level Project – Proposed 4850 Level Showing Skip Repair, Ore & Waste Rs, Control Gate,” February 1, 1971, Dwg. # F-31-A-278.

F. By transmittal dated 10/22/2003

CD entitled “Vulcan Program, dsr file 10/22/03,” that contains the file that will allow the drill-hole data base to be loaded.

G. By transmittal dated 10/27/2003

Drawing entitled “Mine Block Ownership” dated October 22, 2003. This drawing shows topography, buildings, and HMC land ownership for much of the immediate Mine area.

H. By transmittal dated 11/14/2003

- CD entitled “Surface Utilities and Surface Topography” that contains various drawings files for surface buildings, surface topography, surface ownership, and surface utilities within the HMC ownership area.
- CD entitled “Underground Ventilation Files,” that contains underground ventilation files for VNET-PC and CLIM SIM ventilation software.
- CD entitled, “Yates Shaft Upgrade Drawings,” that contains drawings files originally drafted by McIntosh-Redpath Engineering in 1998.

I. By transmittal dated 11/25/2003

- CD entitled “Engineering Files – LeEtta.”

J. By transmittal dated 11/26/2003

A memo listing surface openings that have some connection with underground workings of the Homestake Mine.

K. By transmittal dated 1/9/2004

Copies of general and detailed lab transfer maps, as well as Auto Cad 2000 copies of each map.

L. By transmittal dated 3/5/2004

- Contractors Reference Manual
- Safety issues pertaining to a new shaft dated 6/19/96
- Safety and regulatory issues pertaining to shafts and ramp systems 6/19/97
- Ventilation plan summary – 1998 to 2003
- Travelways/escapeways – 1998 to 2003
- An abbreviated recent history of the Homestake Mine Rescue Team

M. By transmittal dated 4/30/2004

Copies of the following drawings and information:

Geologic Information

- Drill Hole Log and cross-section for BQTK diamond drill hole drilled from 6800 level, North Homestake Drift, 61 Stp, Collar Coordinates N: -3865.26 E: 1846.91 Elev.: -1533.85, Direction: N59-41-34E @ -25 degrees, pages 1-14.
- Geologic Plan of diamond drill hole #17591B drilled east from 52 xc taildrift, 7700 level (11"x17").
- Geologic Plan of 6800 level, North Homestake Drift from 52 Stp to 59 Stp., three sheets (11"x17").

Floor Plan Drawings and Environmental Assessments of Surface Buildings

- Loan of Structural Assessments and Environmental Assessments of Surface Buildings (3-ring binder set from K. Burke's office).
- Overview Drawing of Yates Area: A-31-15-1
- Overview Drawing of Ross Area: A-31-16
- Overview Drawing of Ellison Area: A-31-5
- Ross Hoist Room Floor Plan: D-33-87
- Ross Dray Floor Plan: D-33-106
- Ross Pipe Shop Floor Plan: D-33-239, Sht. #1

- Yates Hoist Floor Plan: D-33-209, Sht. #1
- Yates Dry Basement Floor Plan: D-33-236, Sht. #2
- Yates Dry First Floor Plan: D-33-236, Sht. #3
- Mine Office Basement Floor Plan: D-33-212-2-B
- Mine Office First Floor Plan: D-33-212-Sht. #2
- Foundry Floor Plan: 2018-26-77
- Warehouse Floor Plan: D-33-9
- Machine Shop Floor Plan: D-33-21
- Machine Shop/Blacksmith Shop Floor Plan: D-33-8
- Machine Shop/Iron House Floor Plan: D-33-3
- Yates Sawmill Floor Plan: D-33-214
- Yates Crusher Building Floor Plan: D-33-205
- Ross Headframe Floor Plan: 2747-92-119
- Ross Drill Repair Shop Floor Plan: D-33-111
- Ellison Boiler Floor Plan: D-31-190, Sht. #1
- Ellison Boiler Floor Plan: D-31-129
- Ellison Drill Shop Floor Plan: D-19-29

N. By transmittal dated 5/26/2004

Copy of the last compilation on buildings and steam tunnels:

- Building and Site Environmental Summary and Documentation – Book 5 – Steam Tunnels. –

O. By transmittal dated 11/30/2004

Graph of “Groundwater Recovery at the Open Cut Pit of the Homestake Mine”

P. By transmittal dated 12/9/2004

A summary of radiation testing results for the Homestake Mine.

Q. By transmittal dated 2/1/2005

Environmental Soil Assessment Reports produced by SRK in 2001 and 2002 for:

- Cyanide No. 2 Plant
- East Ellison Group Facilities
- East Shop Group Facilities
- Foundry Facility
- Kirk Group Facilities
- Machine Shop Facilities
- Ross Group Facilities
- West Ellison Group Facilities
- Yates Group Facilities

R. Core Samples

All core samples housed in the Drill Shop and Old High Building located on Tract F of the Yates Subdivision, all of which core was donated to the authority pursuant to the Donation Agreement dated June 4, 20024 between Homestake Mining Company of California and the South Dakota Science and Technology Authority.

Part 3 – EXCLUDED ASSETS

The Excluded Assets include, without limitation, the following:

1. The structure commonly known as the Ball Bin located on Tract A of the Yates Subdivision, which structure will be relocated to the Gold Run Park.
2. All items housed in the Administration Building that are located in any office other than the offices identified as Office Numbers 2-1 thru 2-4 and Office Numbers 2-22 thru 2-28 as shown on the drawing captioned Office Location that follows this Part 3.
3. All passenger vehicles, pickups and trucks owned by Homestake and utilized by Homestake personnel.
4. The following items:

Equipment

<u>Equipment Type</u>	<u>Make</u>	<u>Year</u>	<u>Model #./Size</u>	<u>Location</u>
Forklift-battery	Hyster	1977	N40BA	RMS Shop J-16-5
Loader/Forklift	Caterpillar	1996	IT38F / 3.35 cu.	RMS Shop J-16-5
Loader/Forklift	Michigan	1993	L70-B / 3 cu.	RMS Shop J-16-5
Backhoe	Caterpillar	1988	436B	K-14-18A
Skidsteer	Case	1997	1840C	RMS Shop J-16-5
Manlift-LP/gasoline	JLG	1994	60H / 60' lift	RMS Shop J-16-5
Generator-dsl.	Onan		90.0 DYC /90KW	RMS Shop J-16-5
Generator-dsl.	Detroit	1977	6-71T	K-13-6
Generator-dsl.	Caterpillar	1996	3412 /668KW	#5 Air Shaft
Forklift-diesel	Clark		NA	RMS Shop J-16-5
ATV	Argo	2003	Green 8 x 8 Conquest ATV	L-14-5
Bobcat	Melroe	1996	753	RMS Shop J-16-5
Trailer	Homemade	1982	Red Sno-cat trl. 8 x 14 1,990#	RMS
Trailer	HW	2003	Black 6-1/2 x 12, 2,990#	L-14-5
Trailer	Homemade	1972	Green 4 x 8, 1,200#	RMS Shop J-16-5

Miscellaneous Equipment and Archive Items

Miscellaneous Equipment * and Archive Items **

Location

Gold Run Park Display Ball Bin	Tract A
Archive items as marked	K14-12
All maintenance tools, equipment/equipment parts and tires as marked	J16-5
Archive items as marked	K14-15
Archive items as marked	K14-6
Archive items as marked	K14-15A
Archive and Office items as marked	K14-20
Mine Rescue Equipment as marked	J16-1
Welding and metal fabrication tools as marked	J16-3A
Red Snap On Tool box, drill press, hand tools and vidmar cabinets as marked	I16-2
Plumbing supplies and related tools as marked	J16-4
Archive items and tools as marked	J16-4
GE Locomotive outside of building	K14-4
Plymouth (diesel) locomotive and man car	K14-1
Archive items as marked	K14-21
8' Western Snow Plow, Road sanding equipment	K14-18A
Homestake Visitors Center Display Items	L14-4
Rock drill bits and tour display items	L14-9

* Marked with pink flagging

** Marked with orange flagging

2nd. FLOOR ADMINISTRATION BUILDING

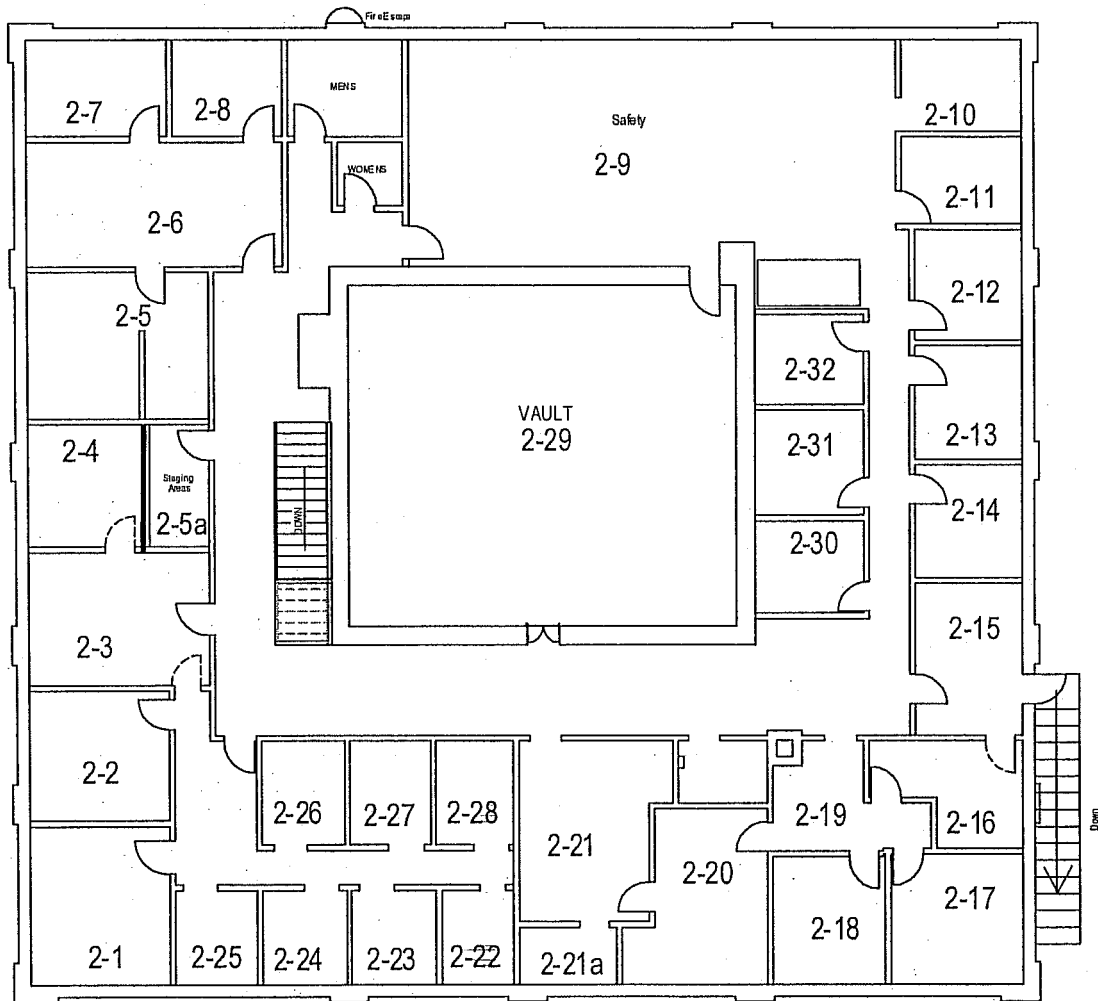


Exhibit B - Part 3 - Office Location

DATE: 12-14-2005
 DRAWN BY: KAUCHAMPACH
 DWG: Lab Parcels/TransferExhibits/Assignment-Bill of Sale/
 Exhibit A - Part 3 - OfficeLocation.dwg

EXHIBIT E

To Property Donation Agreement by and between
Homestake Mining Company of California, the State of South Dakota
and the South Dakota Science and Technology Authority

FORM OF GRANT OF EASEMENTS

Prepared by:

Homestake Mining Company of California
136 E. South Temple Street, Suite 1300
Salt Lake City, Utah 84111
Attention: Director, Land Services
801-990-3791

GRANT AND ASSIGNMENT OF EASEMENTS

This Grant and Assignment of Easements (this "Grant"), entered into and to be effective as of May __, 2006, is from Homestake Mining Company of California, a California corporation, 630 East Summit, Lead, South Dakota 57754-1700 ("Grantor"), to the South Dakota Science and Technology Authority, a body corporate and politic of the State of South Dakota, 625 9th Street, 8th Floor, Rapid City, South Dakota 57701 ("Grantee").

RECITALS

A. Pursuant to a Property Donation Agreement dated April 14, 2006 between and among Grantor, the State of South Dakota and the Authority (the "Donation Agreement"), Grantor has agreed to donate to the Authority certain easements (the "Easements") on land owned by Grantor that is part of the Homestake Mine.

B. Pursuant to the Donation Agreement, the State of South Dakota and Grantee have agreed, among other things, to limit use of the Easements to certain purposes, to secure and maintain adequate funding to insure safe and sustainable operation of the Property, and to release and protect Homestake from certain existing and all future liabilities that might result from the ownership of such assets by the Authority or the use or operation of such assets by, as applicable, the State, the Authority or its or their Representatives, for their benefit and purposes.

GRANT

For and in consideration of the covenants in the Donation Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor donates and assigns, in both cases without warranty of title, to Grantee, the Easements located in Lawrence County, South Dakota which are more particularly described on Exhibit A attached to this Grant, to have and to hold unto Grantee, its successors and assigns, forever.

The Easements shall be used solely for the purposes set out in Exhibit A and shall include the temporary right for Grantee to enter on the land of Grantor immediately adjacent to the Easements for the purpose of necessary maintenance and repairs of the facilities located on the Easements to the extent such maintenance and repairs cannot be effected other than by entering Grantor's land.

In accepting this Grant, Grantee covenants that, if requested by Grantor, promptly following cessation of use of the Easements to repair and restore the land burdened by the Easements to approximately original contours, to restore to the pre-existing condition any vegetation, fencing or other improvements removed or damaged by Grantee, whether now existing or subsequently placed by Grantor on or over the Easement or on adjacent or nearby land, and to remove any debris created by Grantee in exercising its rights hereunder. Grantee further expressly agrees that if any of the Easements interfere with Grantor's use of its land, Grantor shall have the right to relocate the Easement and any improvements constructed on the Easement at Grantor's expense so long as the relocated Easement is functionally equivalent to the original Easement.

In the event Grantee fails to comply strictly with the terms, conditions and covenants in this Grant, Grantor will have the right to re-enter and immediately terminate the Easements on 30 days' notice (during which Grantee may fully and completely comply with its obligations), at the end of which period, absent compliance, title to the Easements shall immediately revert to Grantor without any liability to Grantee whatsoever and Grantee will immediately cease use of the Easements, it being agreed that payment for damages to Grantor's land are an inadequate remedy for the failure by Grantee to comply strictly with such terms, conditions and covenants.

The Easements shall not be transferred or assigned, in whole or in part, other than as part of a transfer of all of Grantee's rights under the Donation Agreement.

Grantor reserves the right to use each of the Easements set out in paragraph A(3) and A(4) of Exhibit A, including any roadways constructed by the Authority.

This Grant is delivered pursuant to and is subject to the Donation Agreement. In the event of any conflict between the terms of the Donation Agreement and the terms of this Grant, the terms of the Donation Agreement, which shall survive the execution and delivery of this Grant, and the rights of Assignor under such agreement, shall prevail.

This Grant is executed and delivered to be effective on the date first written above.

Exempt from Transfer Fee – SDCL 43-4-22(18).

EXHIBIT A

To Grant of Easements from Homestake Mining Company Of California to
the South Dakota Science and Technology Authority

EASEMENTS

A. Easements Being Granted.

(1) Perpetual easements over and across Tracts D, E and F of the Yates Subdivision of the City of Lead to construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of underground cables or wires, surface terminals, surface markers, transformer pads or vaults, overhead electrical power line with poles, wires and associated equipment, and all necessary attachments and appurtenances, with the right of ingress and egress therefor, together with the right to cut, trim, or remove any brush, trees, stumps, or roots where necessary ("Power Line Easements"). Each Power Line Easement shall be ten feet in width on either side of the existing power lines as generally shown on the drawing attached as Part 1 – Power Line Easements.

(2) An easement over and across Tract E of the Yates Subdivision of the City of Lead for the purpose of conveying water from the Water Treatment Plant located on Tract A of the Yates Subdivision ("Water Easement") to a point of discharge or disposal. The exact location of the Water Easement has not been determined as of the Effective Date of this Grant and shall be established by Homestake and the Authority at a location reasonably acceptable to Homestake. Authority shall use the Water Easement so as to minimize the impact and effect of the Water Easement and activities conducted on the property subject to the Water Easement and shall perform at its expense any reclamation and remediation of or on such property arising out of the use of the Water Easement.

(3) A non-exclusive easement to use, maintain and improve the existing trails and roadways located on Tracts D and F of the Yates Subdivision of the City of Lead and the Tramway Tract of the Gold Run Addition to the City of Lead for purposes of providing access to and for the benefit of Tract A of the Yates Subdivision of the City of Lead ("Roadway Easement"). The Roadway Easement shall be 20 feet in width, the general location of which is shown on the drawing attached as Part 2 – Roadway Easement.

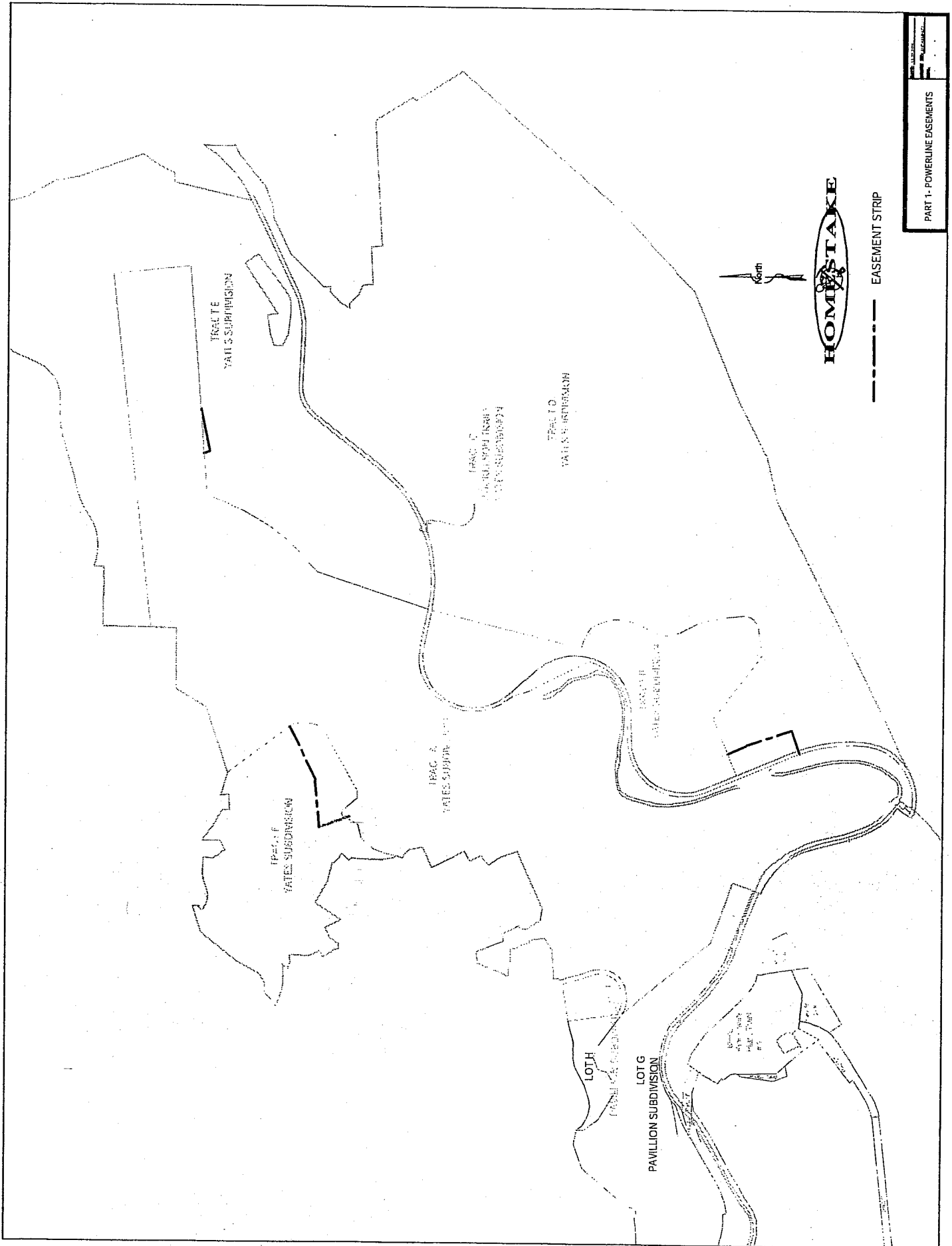
(4) A non-exclusive easement to use, maintain and improve the existing roadway over and across the Grizzly Gulch Tract for purposes of access to and for the benefit of Lot 1 of the Grizzly Gulch Tract ("Roadway Easement"). The Roadway Easement shall be 20 feet in width as set out on the plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document Number 2005-7331.

B. Easements Being Assigned

(1) That certain Right of Way Easement dated December 30, 2004 granted to Homestake by Maitland Partners, L.L.C. over and across portions of the Robert Calvin, Robert Calvin No. 1, Robert Calvin No. 2 and Springville patented lode mining claims, M.S. 1521, the Flora

McDonald patented lode mining claim, M.S. 295, the Little Missouri Fraction patented lode mining claim, M.S. 1171, and Government Lot 16 located in Section 4, Township 4 North, Range 3 East, a copy of which is recorded in the Office of the Lawrence County Register of Deeds as Document Number 2006-00130.

(2) That certain Right of Way Easement dated April 4, 2005 granted to Homestake by O'Daniel Enterprises, L.L.C. over and across a portion of Lot G of the Pavillion Subdivision of the City of Lead, copy of which is recorded in the Office of the Lawrence County Register of Deeds as Document Number 2006-00011.



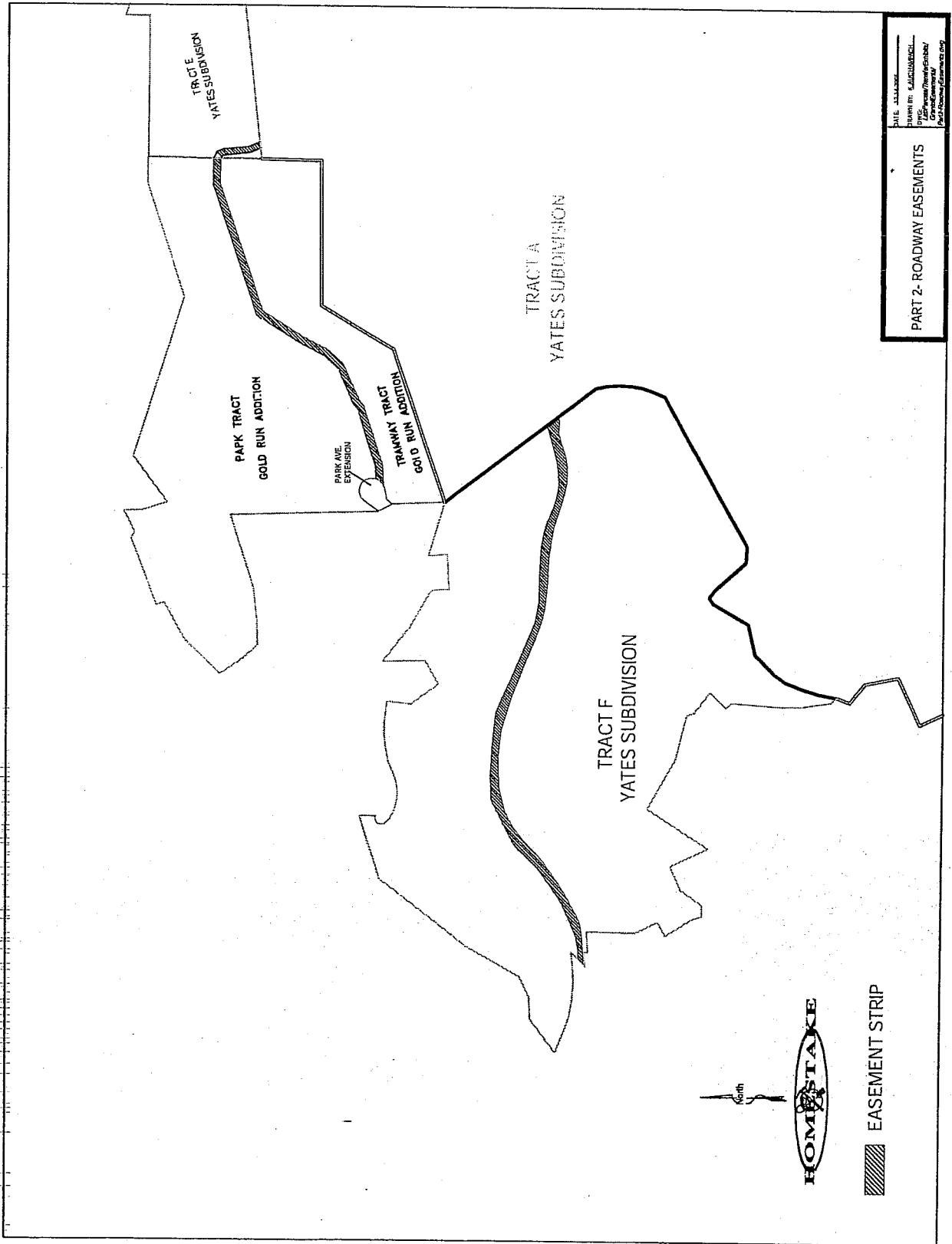


EXHIBIT F

To Property Donation Agreement by and between
Homestake Mining Company of California, the State of South Dakota
and the South Dakota Science and Technology Authority

FORM OF SHARED USE AGREEMENT

SHARED USE AGREEMENT

This Shared Use Agreement (the "Agreement"), entered into and to be effective as of April __, 2006, is between Homestake Mining Company of California, a California corporation, 630 East Summit, Lead, South Dakota 57754-1700 ("Homestake"), and the South Dakota Science and Technology Authority, a body corporate and politic of the State of South Dakota, 625 9th Street, 8th Floor, Rapid City, South Dakota 57701 ("Authority"). Capitalized terms not defined in the body of this Agreement are defined in the Donation Agreement (as defined below).

RECITALS

A. Pursuant to a Property Donation Agreement dated April 14, 2006 between and among Homestake, the State of South Dakota and the Authority (the "Donation Agreement"), Homestake has agreed to donate to the Authority portions of the Homestake Mine, including in particular, the Surface Property and the Underground Property along with certain Buildings and Improvements and other Assets (collectively, the "Laboratory Property"). Homestake will retain the remainder of the Homestake Mine that is not being donated to the Authority (the "Homestake Property") along with certain easements on the Laboratory Property, all as more particularly described in the Donation Agreement and the instruments to be executed at Closing.

B. The Donation Agreement contemplates that the Closing of the transaction described above will occur in May of 2006. Prior to Closing, the Authority will have the need to use certain facilities on the Laboratory Property and following Closing will continue to have the need to use portions of the Homestake Property for certain limited purposes. Following Closing, Homestake will have the need to use portions of the Laboratory Parcel for certain limited purposes.

AGREEMENT

In consideration of the mutual promises, conditions and covenants contained herein, Buyer and Seller agree as follows:

1. The Administration Building. Prior to Closing, Homestake will continue to own the building commonly known as the "Administration Building." Following Closing, the Administration Building will be owned by the Authority.

(a) Prior to Closing, Homestake authorizes the Authority to use office

numbers 2-1 through 2-4 and 2-22 through 2-28 on the second floor of the Administration Building (the "Authority Offices") together with the common areas on the ground and second floors and common access to the second floor, all as more particularly depicted on Exhibits A and A-1 to this Agreement. The Authority Offices shall be used by the Authority only for the Authority's normal practices associated with establishment of the Interim Laboratory Project and the Deep Laboratory Project. In connection with such use, Homestake authorizes the Authority to use the parking area adjacent to the Administration Building and to access such parking area from East Summit Street.

(b) Following Closing, the Authority authorizes Homestake to use all of the Administration Building except for office numbers 2-1 through 2-4 and 2-22 through 2-28 on the second floor of the Administration Building (the "Homestake Offices") together with the common areas on the ground and second floors and common access to the second floor. The Homestake Offices shall be used by Homestake only for Homestake's normal business practices associated with the administration of the Donation Agreement, continued reclamation of the Homestake Parcel or, if necessary, the Laboratory Parcel and for storage and subsequent removal of certain equipment, furniture, records or other personal property that is not included in the Assets being donated to the Authority and that will continued to be owned by Homestake following Closing. In connection with such use, the Authority also authorizes Homestake to use the parking area adjacent to the Administration Building and to access such parking area from East Summit Street. The Authority may, with the written consent of Homestake, make use of other portions of the Administration Building for the purposes described above. Homestake's right to use the Offices and associated access and parking will terminate on December 31, 2007, unless such right is relinquished sooner by Homestake or extended by the Authority at Homestake's request.

2. The Drill Shop and Old High Buildings. Homestake owns, and following Closing will continue to own, the buildings commonly known as the "Drill Shop and Old High Buildings." Homestake authorizes the Authority to use the entirety of the Drill Shop and Old High Buildings both before and after Closing, together with the parking area adjacent to the Drill Shop and Old High Buildings and access such parking area from Ellison Street, all as more particularly depicted on Exhibit B to this Agreement. The Drill Shop and Old High Buildings shall be used by the Authority solely for purposes of storing the drill core presently stored in that building and removing such drill core for relocation to a building owned by the Authority. No examination or analysis of the drill core shall take place in the Drill Shop and Old High Buildings nor shall any other use be made of such buildings, except as may be necessary to develop a reliable inventory of the drill core. The Authority's right to use the Drill Shop and Old High Buildings and associated access and parking will terminate on December 31, 2007, unless such right is relinquished sooner by the Authority or extended by Homestake at the Authority's request.

4. Substations. Following Closing, the electrical substation commonly known as the "Oro Hondo Substation" will be owned by the Authority and the substation known as the "No. 5 Shaft Substation" will be owned by Homestake.

(a) With respect to the Oro Hondo Substation, Homestake will have the right to install a meter, to connect an electric transmission line at the meter to serve its tailings facility in Grizzly Gulch, and to inspect, maintain and service such facilities.

(b) With respect to the No. 5 Shaft Substation, the Authority will have the right to install a meter and to connect an electric transmission line at the meter to serve its operations in the Underground Property, and to inspect, maintain and service such facilities

5. Removal of Certain Facilities. In addition to the rights of Homestake to enter upon all or any portion of the Laboratory Property for continued compliance by Homestake with any Environmental, Health and Safety Law or any lawful order issued by any Governmental Authority as set out in the Donation Agreement, whether or not already authorized under such rights, Homestake will

(a) Have the right to enter the East Substation to remove the electric transmission line presently connected to the facilities know as the "Sand Dams."

(b) Have the right to inspect and the right to remove the slurry pipeline and the return water pipeline and the stairway associated with such pipelines and to cap and leave in place those portions of the pipelines that are located in the Underground Property.

6. Maintenance and Repairs. Prior to Closing, Homestake will continue to perform routine maintenance and repairs and provide janitorial service, consistent with its practice during the preceding year, on the Administration Building and the Drill Shop and Old High Buildings and associated access routes and parking areas. Prior to Closing, the Authority will have the right to enter the Administration Building for the purpose of conducting renovations in rooms 2-1 to 2-4 and 2-22 to 2-38 as generally described on Exhibit A-3 to this Agreement, provided that such renovations are carried out by contractors hired by the Authority that have the same minimum insurance coverage as Homestake requires of its contractors. Following Closing, each party will perform such routine maintenance and repairs and janitorial service with respect to its own buildings, access routes and parking areas as it sees fit, taking into account the safety of its Representatives and the Representatives of the other party that are entitled to use such buildings and subject to compliance with all Environmental, Health and Safety Laws.

7. Rents and Utility Payments.

(a) In consideration of the use of the Administration Building and associated facilities by Homestake, following Closing and until such time as Homestake has relinquished its right to occupy such building, Homestake shall pay to the Authority, as rental and for reimbursement for utilities associated with its use of such building, an amount equal to two-thirds of the reasonable costs actually incurred by the Authority with respect to the Administration Building for routine maintenance and repairs (as opposed to replacement or improvement), snow removal, janitorial services and utilities. The Authority shall invoice Homestake for such costs once per calendar quarter,

including with such invoice reasonable detail as to the costs actually and reasonably incurred.

(b) The Authority shall not be charged for use of the Administration Building prior to Closing or for the use of the Drill Shop and Old High Buildings either before or after Closing.

(c) Payments will be made by Homestake to the Authority at the address set out in the Donation Agreement. All payments by Homestake are due within 30 days of the date it receives an invoice, provided, however, that if Homestake contests an invoice it shall pay the uncontested part within such 30 day period and shall pay the contested part upon resolution of the disagreement regarding the invoice.

8. Snow Removal and Maintenance of the Parking Areas, Access Roads and Easements. Prior to Closing, Homestake will continue to perform routine maintenance and repairs and snow removal operations, consistent with its practice during the preceding year, on the access roads and parking areas associated with the Administration Building. Following Closing, the Authority will perform routine maintenance and repairs and snow removal operations, consistent with Homestake's practice during the preceding year, on the access roads and parking areas associated with the Administration Building. Each party desiring to use any other access road or any of the Easements granted to the Authority or reserved by Homestake will perform such routine maintenance and repairs and snow removal operations as it sees fit, taking into account the safety of its Representatives and subject to compliance with all Environmental, Health and Safety Laws. Homestake will have no affirmative obligation to perform routine maintenance and repairs and snow removal operations with respect to the access roads and parking associated with the Drill Shop and Old High Buildings.

9. Gates and Locks. Each party will have the right to maintain all existing gates on its respective Property and to erect new gates if it so desires. Each party will have the right to maintain all existing locks on gates and buildings and other facilities on its respective Property and to install new locks if it so desires; provided that, during the term of this Agreement, the Authority will not change any lock on any office occupied by Homestake in the Administration Building. The parties agree to establish locking mechanisms or protocols at any gate or in any building through which a party requires passage in order to exercise the rights granted under this Agreement so that neither party's access is impaired.

10. Relocation of Authorized Uses. All uses of the Property of the other party authorized under this Agreement or granted pursuant to the Donation Agreement shall be subject to modification or relocation in the event the party owning the Property subsequently desires to make use of its own property and does not have a reasonably equivalent alternative to modifying or relocating an authorized use. The party requiring the modification or relocation of an authorized use shall give the other party as much advance notice as possible and shall use its reasonable best efforts to provide an equivalent use to the other party.

11. Insurance. From and after the effective date of this Agreement, before using a right authorized by this Agreement, each party agrees to obtain General Liability Insurance (as defined in the Donation Agreement in the minimum amount of \$5,000,000 (subject to any self

insurance customarily provided by such party), and to maintain such insurance at all times during the term of this Agreement. In addition, each party agrees to comply with all requirements of any applicable workers' compensation law and any Environmental, Health and Safety Law applicable to its activities. The requirements of this section are independent of, and in addition to, any insurance obligations imposed by the Donation Agreement.

12. Permitting. Each party agrees to obtain and maintain all permits (including any required under Environmental, Health and Safety Laws (as defined in the Donation Agreement)) associated with its exercise of the rights authorized by this Agreement. Prior to initiating use of the Administration, Drill Shop and Old High Buildings, and at all times use of such building continues, the Authority and its Representatives shall comply with all applicable provisions of the MSHA, OSHA and any other applicable state or local law or regulation.

13. Indemnification. Each party agrees to indemnify, defend and hold harmless, in the case of Homestake, the State Indemnified Parties and in the case of the Authority, the Homestake Indemnified Parties, against all Losses actually incurred by any Indemnified Party arising out of the exercise of the rights granted to the Indemnifying Party under this Agreement. The obligation to indemnify, defend and hold harmless shall be subject to the rules, limitations and procedures set forth in the Donation Agreement.

14. Force Majeure. Neither party shall be liable to the other party, and neither party shall be deemed in default under this Agreement, for any failure or delay to perform any of its covenants and agreements caused or arising out of any act not within the control of the party, excluding lack of funds. Such acts shall include, without limitation, acts of God; acts of the public enemy; riots; fire; storm; flood; explosion; government restriction; inability to obtain any approvals required from regulatory authorities, including environmental protection agencies; interference of environmental or other advocacy groups; and other causes, whether of the kind enumerated above or otherwise. So far as possible, the party affected will take all reasonable steps to remedy the delay caused by the events referred to above; provided, however, that nothing contained in this Section shall require any party to settle any industrial dispute or to test the constitutionality of any law.

15. Assignment. The parties covenant to each other that, if a party considers the sale of all or any portion of its Property (subject to any limitations set out in the Donation Agreement), it will disclose this Agreement to any prospective purchaser of such property. The parties agree that the covenants and agreements contained in this Agreement benefit and burden their respective Properties and intend that such covenants and agreements run with the land for the benefit of the parties and their successors and assigns.

16. Term. This Agreement will commence on its effective date and continue in force until December 31, 2007 unless extended by the mutual agreement of the parties; provided, however, that in the event Closing does not occur as provided in the Donation Agreement, this Agreement will terminate 30 days after the planned Closing Date. If Closing occurs, to the extent either party or both parties continue to exercise the rights authorized under Section 4 of this Agreement after December 31, 2007, the Agreement will continue for the benefit of a party that has an ongoing need for such facilities and that continues to meet the requirements of

Sections 11 and 12 of this Agreement, in which case both parties will continue to be bound by the obligations of Sections 13 and 15 of this Agreement.

17. Survival. This Agreement is delivered pursuant to and is subject to the Donation Agreement. In the event of any conflict between the terms of the Donation Agreement and the terms of this Agreement, the terms of the Donation Agreement, which shall survive the execution and delivery of this Agreement, and the rights of the Parties under such agreement, shall prevail.

This Agreement is executed and delivered to be effective on the date first written above.

Homestake:

Homestake Mining Company of
California

By: _____

Name: _____

Title: _____

Authority:

The South Dakota Science and
Technology Authority

By: _____

Name: _____

Title: _____

2nd. FLOOR ADMINISTRATION BUILDING

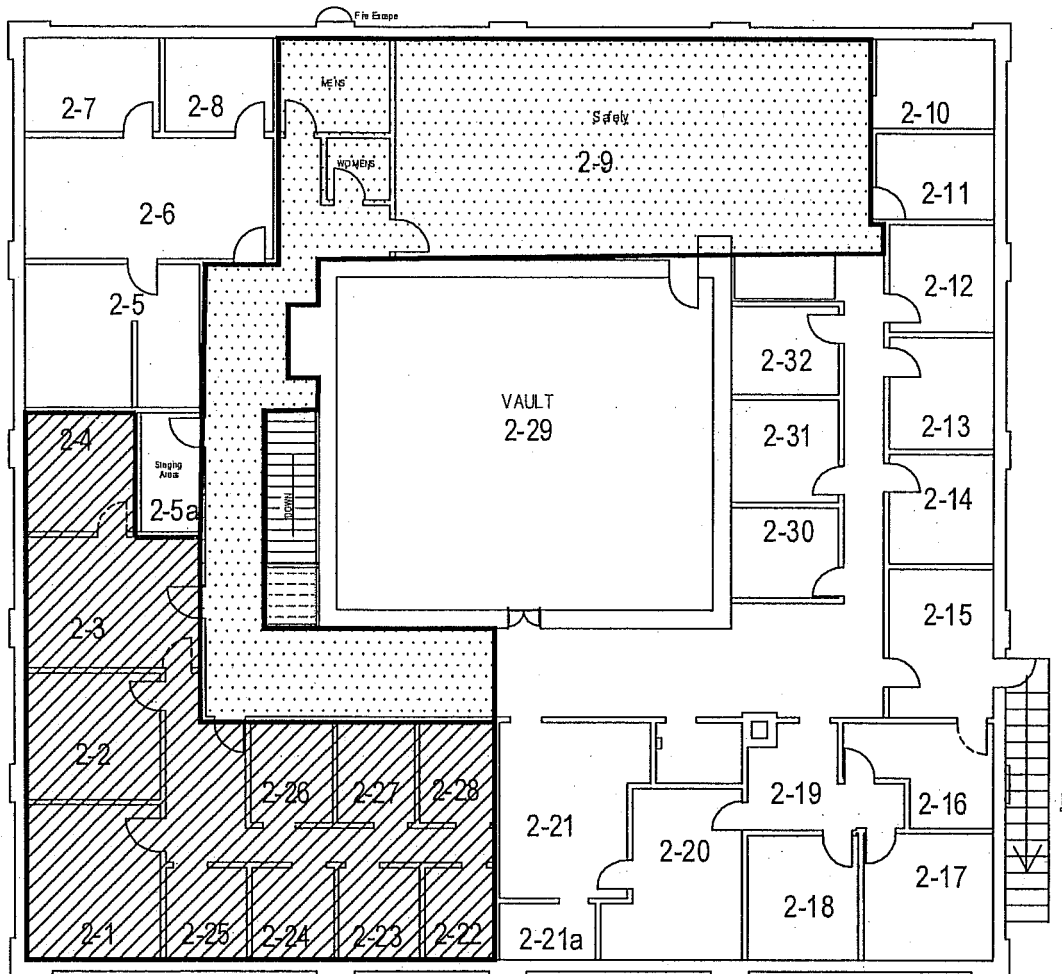
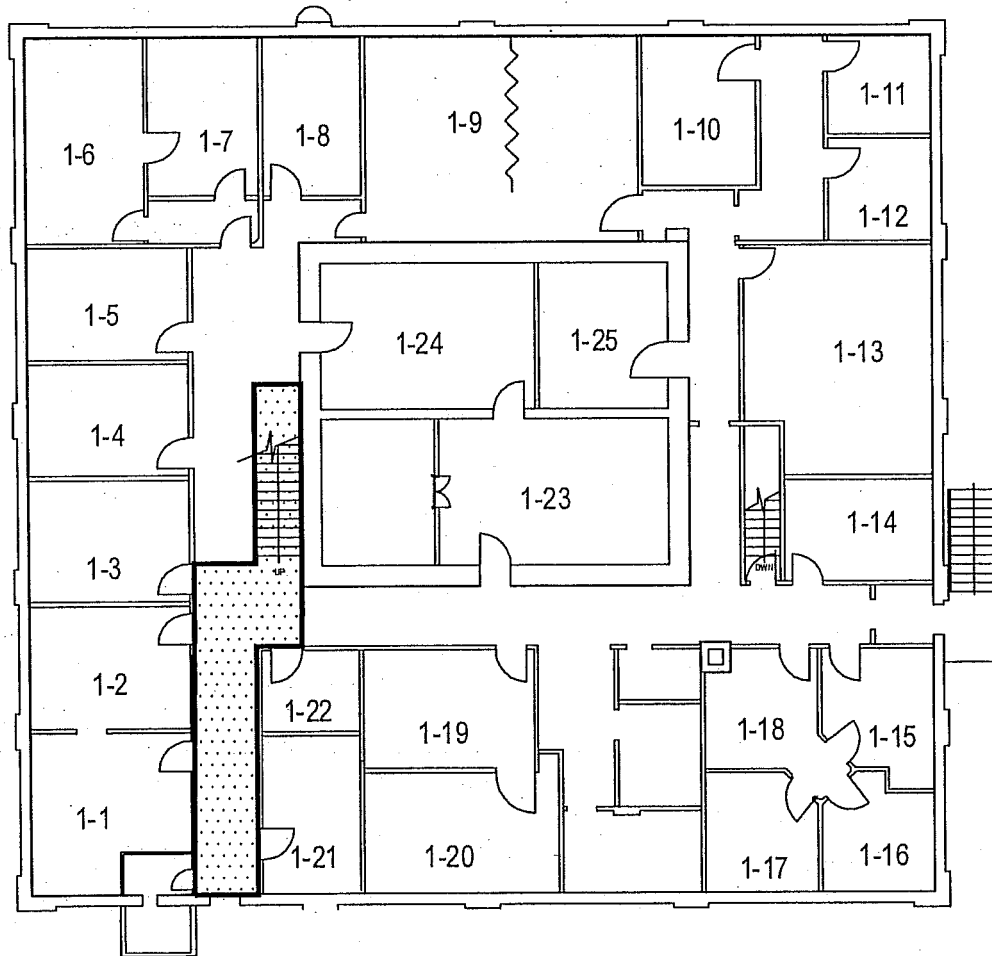


Exhibit A to Use Agreement

DATE: 12-14-2005
 DRAWN BY: KAUCHAMPACH
 DWG: LabParcels/TransferExhibits/UseAgreement/
 Exhibit A-To Use Agreement.dwg

1st. FLOOR ADMINISTRATION BUILDING




 Shared Use

Exhibit A1 to Use Agreement

DATE: 12-14-2005
 DRAWN BY: K.AUCHAMPACH
 DWG: LabParcels/ Transfer Exhibits/UseAgreement/
 Exhibit A1-To Use Agreement.dwg

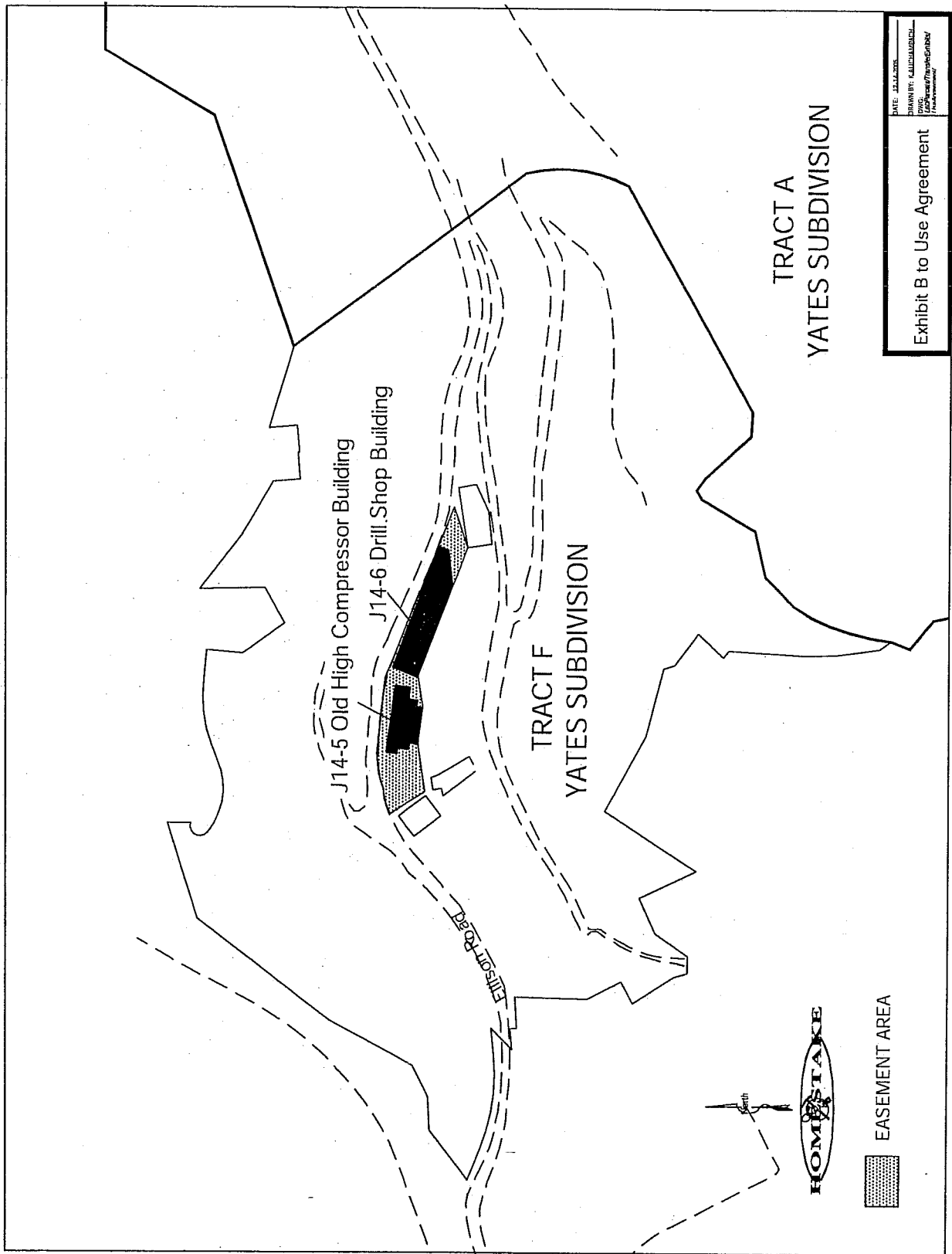


EXHIBIT G

To Property Donation Agreement by and between
Homestake Mining Company of California, the State of South Dakota
and the South Dakota Science and Technology Authority

FORM OF ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT

This Assumption Agreement (this "Assumption Agreement"), entered into and to be effective as of May __, 2006, is from the South Dakota Science and Technology Authority, a body corporate and politic of the State of South Dakota, 625 9th Street, 8th Floor, Rapid City, South Dakota 57701 (the "Authority" or "Obligor"), to Homestake Mining Company of California, a California corporation, 630 East Summit, Lead, South Dakota 57754-1700 ("Homestake" or "Obligee"). Capitalized terms not defined in this Agreement are defined in the Donation Agreement.

RECITALS

A. Pursuant to a Property Donation Agreement dated April 14, 2006 between and among Obligee, Obligor and the State of South Dakota (the "Donation Agreement"), Obligee has agreed to donate to Obligor certain Assets (as defined in the Donation Agreement) that were part of the Homestake Mine.

B. Pursuant to the Donation Agreement, Obligor has agreed, among other things, to assume certain liabilities associated with the Assets and to release and protect Obligee from certain existing and all future liabilities that might result from the ownership and use of the Assets by the Obligor for its benefit and purposes.

ASSUMPTION

For and in consideration of the covenants in the Donation Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor assumes and agrees to pay, perform or discharge in accordance with their terms, to the extent not heretofore paid, performed or discharged and subject to the limitations contained in this Donation Agreement, the Assumed Liabilities as more particularly described in the Donation Agreement and in Appendix A to this Agreement relating to the Assets donated by Obligor pursuant to the Donation Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement is delivered pursuant to and is subject to the Donation Agreement. In the event of any conflict between the terms of the Donation Agreement and the terms of this Assumption Agreement, the terms of the Donation Agreement, which shall survive the execution

and delivery of this Assumption Agreement, and the rights of Obligor under the Donation Agreement, shall prevail.

This Assumption Agreement is executed and delivered to be effective on the date first written above.

Obligor:

The South Dakota Science and
Technology Authority

By: _____

Name: _____

Title: _____

Appendix A

To Assumption Agreement from
the South Dakota Science and Technology Authority
to Homestake Mining Company of California

Assumed Liabilities

The Authority shall assume and agree to pay, discharge and perform when due all liabilities and obligations (whether known or unknown, fixed or contingent) that might arise out of the ownership of the Assets by the Authority or the use or operation of the Assets by, as applicable, the State of South Dakota, the Authority or its or their Representatives, and for all reclamation and closure obligations related to the Assets. In particular, the Authority shall assume all liabilities under or related to Environmental, Health and Safety Laws, whether such liabilities are known or unknown, contingent or accrued, relating to (i) any violation or alleged violation of Environmental, Health and Safety Laws relating to the Assets (without regard to whether such violation arises before or after the Closing Date); (ii) loss of life, injury to persons or property or damage to natural resources caused by the presence or release of any Materials of Environmental Concern (without regard to whether such release occurred before or after the Closing Date) at, on, in, under, or migrating from or to, or related to the Surface Property or the Underground Property, including Materials of Environmental Concern contained in buildings or building materials or in the air, soil, surface water, sediments, groundwater, or in other environmental media at or on such property; (iii) the investigation and/or remediation (whether or not such investigation or remediation commenced before the Closing Date) of Materials of Environmental Concern that might have been released, either before or after the Closing Date at, on, in, under, adjacent to or migrating from or to the Surface Property or the Underground Property, including, but not limited to, Materials of Environmental Concern contained in buildings or building materials or in the air, soil, surface water, sediments, groundwater, in other environmental media at or adjacent to such property; and (iv) all obligations contained in any deeds severing the surface estate from the Underground Property or as imposed by statute. In particular, the Authority shall be responsible for the management, isolation, recovery, treatment and disposal, if necessary, of any water that enters the Surface Property or the Underground Property, regardless of its source. The liabilities and obligations assumed by the Authority, as described above, including those arising under any Environmental, Health and Safety Law, shall be with respect to activities utilizing or affecting the Assets, whether such activities occurred prior to or after Closing and whether such activities are those of the State, the Authority or its or their Representatives.

Notwithstanding the provisions of the immediately preceding paragraph, nothing shall require the Authority to assume any liability with respect to the Excluded Liabilities or any liability for payment of any fines or penalties imposed by a Governmental Authority to the extent such liabilities arise out of or relate to acts or omissions of Homestake that are determined by a court of competent jurisdiction to be criminal violations.

Homestake agrees, from time to time, to take such actions as may be reasonable to provide to the Authority, to the extent feasible, (i) any defenses to the Assumed Liabilities (but without prejudice to Homestake's right to assert such defenses) or (ii) any claims for damages

from third parties to the extent that such damages arise from the Assumed Liabilities and provided that Homestake is not prejudiced thereby.

EXHIBIT H

