

DE ✓
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 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
 Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right No(s): 72-48, 72-51B, 72-51L, 72-51N, 72-7220, 72-7257
 Adjudication Claim No(s): A32-48, A72-51B, A72-51L, A72-51N, A72-7220, A72-7257

2. The following REQUIRED information must be submitted with this form:

A) Evidence of the security interest. This may be a copy of a DEED of TRUST, MORTGAGE, CONTRACT OF SALE or other legal document indicating your interest in the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

B) A FEE of \$25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

UBS, AG, Stamford Branch

677 Washington Boulevard
Stamford, CT 06901

Attn:

For First Lien Mortgage

4. Name of Water Right Owner/Claimant(s)

Cyprus Thompson Creek Mining Co.

5. Expiration Date of Notification Period November 1, 2012

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

[Signature]

Barbara Ezell-McMichael

Barbara Ezell-McMichael
Associate Director
Banking Products
Service 12

For Office Use Only

Received by [Signature]

Date 11/17/06

Fee 150.00

Received by [Signature]

Date 11/20/06

Receipt No. 5029051

Processed by AJ

Date

WR

Date

5029051

SUPPORT DATA

IN FILE # 72-48

THIS MORTGAGE IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING MINERALS, TIMBER, AS-EXTRACTED COLLATERAL AND THE LIKE, ACCOUNTS RESULTING FROM THE SALE OF MINERALS, TIMBER, AS-EXTRACTED COLLATERAL AND THE LIKE, AND GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL/IMMOVABLE PROPERTY DESCRIBED IN SCHEDULES A, B, C, D, AND E ATTACHED HERETO. THIS MORTGAGE IS TO BE RECORDED IN THE REAL ESTATE RECORDS AND AS A FIXTURES, TIMBER AND AS-EXTRACTED COLLATERAL FILING OF THE COUNTY IN WHICH IS SITUATED ANY OF THE REAL PROPERTY COLLATERAL COVERED HEREBY

FIRST LIEN FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTALS,
SECURITY AGREEMENT AND FIXTURE FILING

BY
THOMPSON CREEK MINING CO.

AND CYPRUS THOMPSON CREEK MINING COMPANY

as Mortgagors,

TO
UBS AG, STAMFORD BRANCH,

as Collateral Agent

Mortgagee

Dated as of October 25, 2006; to be effective as of October 26, 2006

Relating to Premises in:
Custer County, Idaho

Maturity Date: October 26, 2012

This instrument was prepared in consultation with
counsel in the state in which the Mortgaged Property is
located by the attorney named below and after
recording, please return to:

Athy A. Mobilia, Esq.
Cahill Gordon & Reindel llp
80 Pine Street
New York, NY 10005

235230

Custer County Reg. of

Time 4:05 PM Date 10/26/2006

Ethel M. Peck, Clerk

Deputy

Ruth Brumley \$453.00

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FIRST LIEN FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS, SECURITY
AGREEMENT AND FIXTURE FILING

FIRST LIEN FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Mortgage"), dated as of October 25, 2006, to be effective as of October 26, 2006, made by **THOMPSON CREEK MINING CO.**, a Colorado corporation, and **CYPRUS THOMPSON CREEK MINING COMPANY**, a Nevada corporation, having an office at 945 W. Kenyon Avenue, Englewood, CO 80110 and a local mailing address of 35 Miles Southwest of Challis, Clayton, Idaho 83227, together, as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, jointly, the "Mortgagor"), in favor of **UBS AG, STAMFORD BRANCH**, a Swiss banking corporation having an office at 677 Washington Boulevard, Stamford, Connecticut, 06901, in its capacity as collateral agent for Secured Parties (as hereinafter defined), as mortgagee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Mortgagee").

R E C I T A L S :

A. Pursuant to that certain First Lien Credit Agreement, dated as of October 26, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; it being understood that *the interest rate, payment terms or balance due under the Credit Agreement may be indexed, adjusted, renewed or renegotiated from time to time* and that the term "Credit Agreement" shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon the Administrative Agent's acknowledgment of the termination of the predecessor Credit Agreement), among BLUE PEARL USA LTD. ("**Borrower**"), a Colorado corporation, to be merged with and into THOMPSON CREEK METALS COMPANY, a Colorado corporation (the "**Acquired Business**"), BLUE PEARL MINING LTD., a corporation existing under the laws of the Province of Ontario ("**Holdings**"), the Subsidiary Guarantors party thereto from time to time (such term and each other capitalized term used but not defined herein having the meaning given to it in Article I), the Lenders party thereto from time to time, UBS SECURITIES LLC, as lead arranger (in such capacity, the "**Arranger**"), as documentation agent (in such capacity, the "**Documentation Agent**") and as syndication agent (in such capacity, the "**Syndication Agent**"), UBS LOAN FINANCE LLC, as swingline lender (in such capacity, the "**Swingline Lender**"), and UBS AG, STAMFORD BRANCH, as issuing bank (in such capacity, the "**Issuing Bank**"), as administrative agent (in such capacity, the "**Administrative Agent**") for the Lenders and as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties and the Issuing Bank, the Lenders have agreed to make to or for the account of the Borrower certain Loans and issue certain Letters of Credit.

B. The Borrower owns, directly or through its Subsidiaries, all of the issued and outstanding shares of the Mortgagor.

C. The Mortgagor has, pursuant to Article VII of the Credit Agreement, among other things, guaranteed (the "Guarantee") the obligations of the Borrower under the Credit Agreement and the other Loan Documents.

D. The Mortgagor will receive substantial benefits from the execution, delivery and performance of the Loan Documents and is, therefore willing to enter into this Mortgage.

E. It is a condition to (i) the obligations of the Lenders to make the Loans under the Credit Agreement (ii) the obligations of the Issuing Bank to issue Letters of Credit and (iii) the performance of the obligations of the Secured Parties under the Loan Documents and Hedging Agreements and Treasury Service Agreements, if any, that the Mortgagor execute and deliver the applicable Loan Documents, including this Mortgage.

F. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Secured Obligations.

G. Mortgagor is the owner and holder of (i) the Mortgaged Property (as hereinafter defined), including all of the "Land" described in Schedule A annexed hereto, (ii) the tenant's or lessee's interest created by those certain leases and subleases (as amended to date and as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Mortgage, the "Mortgaged Leases") set forth in Schedule B annexed hereto, which Schedule B describes the properties demised under such Mortgaged Leases and as evidenced by memoranda of leases relating to the Mortgaged Leases recorded at the times and in the real property records set forth in Schedule B annexed hereto, (iii) the patented mineral, mining, mill site, placer and other claims (as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Mortgage, the "Patented Claims") set forth in Schedule C annexed hereto, which consist of the properties described in Schedule C annexed hereto and bearing the Patent Nos. set forth in Schedule C, (iv) the unpatented mineral, mining, mill site, placer and other claims (as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Mortgage, the "Unpatented Claims") set forth in Schedule D annexed hereto which consist of those Unpatented Claims affecting the properties set forth in Schedule D annexed hereto and the Bureau of Land Management serial numbers set forth on Schedule D, (v) the rights of way, easements and contracts set forth in Schedule E annexed hereto (as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Mortgage, the "Other Rights"). (vi) the Water Rights (as hereinafter defined) set forth in Schedule F annexed hereto, and (vii) the Permits (as hereinafter defined) set forth in Schedule G annexed hereto.

A G R E E M E N T :

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby covenants and agrees with the Mortgagee as follows:

ARTICLE I.

DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. (a) Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement, including the following:

"Administrative Agent"; "Affiliate"; "Agents"; "Commitment"; "Event of Default"; "Environmental Laws"; "Environmental Permits"; "Governmental Authority"; "Guarantors"; "Hedging Agreements"; "Indemnity Agreement"; "Issuing Bank"; "Letter of Credit"; "Lenders"; "Lien"; "Loan Documents"; "Loan Parties"; "Loans"; "Mining Laws"; "Mining Permits"; "Net Cash Proceeds"; "Notes"; "person"; "Requirements of Law"; "Secured Obligations"; "Secured Parties"; "Security Agreement"; "Security Documents" and "Treasury Service Agreements".

(b) The following terms in this Mortgage shall have the following meanings:

"Allocated Indebtedness" shall have the meaning assigned to such term in Section 11.14(i) hereof.

"Allocation Notice" shall have the meaning assigned to such term in Section 11.14(i) hereof.

"Casualty Event" shall mean any loss of title or any loss of or damage to or destruction of, or any condemnation or other taking of the Mortgaged Property (including but not limited to any taking of all or any part of the Mortgaged Property in or by condemnation or other eminent domain proceedings pursuant to any law, or by reason of the temporary requisition of the use or occupancy of all or any part of the Mortgaged Property by any Governmental Authority civil or military, or any settlement in lieu thereof).

"Charges" shall mean any and all real estate, ad valorem, real property, personal property, severance, production, and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and charges and all other governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords', carriers', mechanics', workmens', repairmens', laborers', materialmens', suppliers' and warehousemens' Liens and other claims arising by operation of law) judgments or demands against, all or any portion of the Mortgaged Property or other amounts of any nature which, if unpaid, might result in or permit the creation of, a lien on the Mortgaged Property or which might result in foreclosure of all or any portion of the Mortgaged Property.

"Collateral" shall have the meaning assigned to such term in Section 11.14(i) hereof.

"Contracts, Permits, Plans and Warranties" shall have the meaning assigned to such term in Section 2.1(v).

"Credit Agreement" shall have the meaning assigned to such term in Recital A hereof.

"Default Rate" shall mean the rate of interest payable during a default pursuant to the provisions of Section 2.06 of the Credit Agreement.

"Improvements" shall have the meaning assigned to such term in Section 2.1(iii).

"Insurance Policies" means the insurance policies and coverages required to be maintained by the Mortgagor with respect to the Mortgaged Property pursuant to the Credit Agreement and includes, without limitation, any and all contracts, insurance policies, bonds, and the like, and all financial assurance instruments, agreements and insurance policies, obtained by or given on behalf of Mortgagor in connection with mining, mineral processing, reclamation and other activities on the Mortgaged Property, and includes all such policies under which Mortgagee or either Mortgagor is listed as an additional loss payee or insured or beneficiary.

"Intercreditor Agreement" shall have the meaning assigned to it in the Security Agreement.

"Land" shall mean the real property more particularly described in Schedules A, C, and D annexed hereto

"Landlord" shall mean any landlord, lessor, sublandlord, sublessor, franchisor, licensor or grantor, as applicable.

"Leases" shall have the meaning assigned to such term in Section 2.1(vi).

"Leased Premises" shall have the meaning assigned to such term in Section 2.1(ii)

"Mortgage" shall have the meaning assigned to such term in the Preamble hereof.

"Mortgage Leases" shall have the meaning assigned to such term in Recital G as set forth in Schedule B hereto.

"Mortgaged Property" shall have the meaning assigned to such term in Section 2.1 hereof.

"Mortgagee" shall have the meaning assigned to such term in the Preamble hereof.

"Mortgagor" shall have the meaning assigned to such term in the Preamble hereof.

"Mortgagor's Interest" shall have the meaning assigned to such term in Section 2.2 hereof.

"Other Rights" shall have the meaning assigned to such term in Recital G.

"Owned Premises" shall have the meaning assigned to such term in Section 2.1(i).

"Patented Claims" shall have the meaning assigned to such term in Recital G as set forth in Schedule C hereto.

"Permitted Collateral Liens" shall mean the Liens described in clause (b) of the definition of "Permitted Collateral Liens" contained in the Credit Agreement.

"Permits" shall have the meaning assigned to such term in Section 2.1(v) and shall include, without limitation, those Permits listed on Schedule G hereto

"Personal Property" shall have the meaning assigned to such term in Section 2.1(iv).

"Premises" shall have the meaning assigned to such term in Section 2.1(iii).

"Prior Liens" shall mean collectively, the Liens identified in Schedule I annexed to this Mortgage.

"Proceeds" shall mean, collectively, any and all cash proceeds and noncash proceeds and shall include all (i) proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property or any portion thereof into cash or liquidated claims, (ii) proceeds of any Insurance Policy, indemnity, warranty, guaranty or claim payable to the Mortgagee or to the Mortgagor from time to time with respect to any of the Mortgaged Property, (iii) payments (in any form whatsoever) made or due and payable to the Mortgagor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Mortgaged Property by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (iv) products of the Mortgaged Property and (v) other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property including, without limitation, refunds of real estate taxes and assessments, including interest thereon

"Property Material Adverse Effect" shall mean, as of any date of determination and whether individually or in the aggregate, any event, circumstance, occurrence or condition which has caused or resulted in (or would reasonably be expected to cause or result in) a material adverse effect on (a) the business or operations of the Mortgagor as presently conducted at the Mortgaged Property; (b) the value or utility of the Mortgaged Property; or (c) the legality, priority or enforceability of the Lien created by this Mortgage or the rights and remedies of the Mortgagee hereunder.

"Prudent Operator" shall mean a prudent operator of property similar in use and configuration to the Premises and located in the locality where the Premises are located.

"Rents" shall mean have the meaning assigned to such term in Section 2.1(vi).

"Tenant" shall mean any tenant, lessee, sublessee, franchisee, licensee, grantee or obligee as applicable.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the state in which the Premises are located; provided, however, that if the creation, perfection or enforcement of any security interest herein granted is governed by the laws of any other state as to the matter in question "UCC" shall mean the Uniform Commercial Code in effect in such state.

UCC Collateral shall have the meaning assigned to such term in Section 3.2(ii).

Unpatented Claims shall have the meaning assigned to such term in Recital G as set forth in Schedule D hereto.

"Water Rights" shall mean water rights of every kind and nature which shall include but not be limited to claims, decrees, applications, permits, licenses, storage rights, ditches and ditch rights, riparian and littoral rights, and all shares of stock and memberships in any canal, irrigation or other water company and including, without limitation, Water Rights as defined in the Credit Agreement and those water rights listed on Schedule F attached hereto and incorporated herein by reference), in each case, as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Mortgage.

SECTION 1.2. Interpretation. The rules of construction set forth in Section 1.03 of the Credit Agreement shall be applicable to this Mortgage mutatis mutandis.

ARTICLE II.

GRANTS AND SECURED OBLIGATIONS

SECTION 2.1. Grant of Mortgaged Property. NOW, THEREFORE, IN CONSIDERATION OF the foregoing and in order to secure the due and punctual payment and performance of the Secured Obligations for the benefit of the Secured Parties, Mortgagor hereby grants, conveys, mortgages, bargains, sells, transfers, assigns and pledges to the Mortgagee and hereby grants to the Mortgagee a mortgage lien on and a security interest in and upon, all of Mortgagor's estate, right, title and interest in, to and under and to, all the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired from time to time:

(i) the Land more particularly described on Schedules A, C, and D hereto and the real property and other rights described in Schedules E and F hereto, together with all rights appurtenant thereto, including the easements and rights of way over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, minerals, mineral rights and interests resources, reserves, land positions, stockpiled ore, overburden piles, byproducts, oil and gas rights, geothermal rights and resources, timber and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein, either in law or in equity, in possession or expectancy, now or hereafter acquired and including, without limitation,

the Land, Patented Claims, Unpatented Claims, the Other Rights and the Water Rights (collectively, the "Owned Premises") and all of Mortgagor's rights and interest in and to streets, roads, ways, railways and public places, opened or postponed, and all rights of way, public or private, now or hereafter used in connection with or belonging or appertaining to or being adjacent to the Owned Premises;

(ii) the Tenant's interest and estate in the Mortgaged Leases and all recorded or unrecorded extensions, amendments, supplements, restatements, renewals and assignments thereof, together with all rights, titles, and interests of the Tenant under the Mortgaged Leases in and to any and all easement agreements, covenant or restrictive agreements and all air rights, mineral rights, resources, reserves, land positions, water rights, gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and in any way demised or granted under the Mortgaged Leases or belonging, relating or appertaining to the land demised or granted under the Mortgaged Leases and more particularly described in Schedule B, or which hereafter shall be in any way demised or granted under the Mortgaged Leases or belong, relate or be appurtenant to such land (collectively, the "Leased Premises");

(iii) all concentrators, mills, plants, processing, refinery, warehouse, or storage facilities, dries, pump stations, water lines, administrative buildings, infirmaries, laboratories, garages, shops, access roads, haul roads, railroad tracks, bridges, culverts, ponds, impoundments, foundations, structures, improvements, paving, parking areas, walkways and landscaping, now or hereafter erected on, in or under the Owned Premises and the Leased Premises, and all machinery, appliances, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind, description and nature whatsoever now or hereinafter attached or affixed to the Owned Premises and the Leased Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located on, in or under the Owned Premises and the Leased Premises and all materials now or hereafter intended for construction, reconstruction or repair thereof, in each case now or hereafter located or erected on, in or under the Owned Premises and the Leased Premises (the "Improvements"; together with the Owned Premises and the Leased Premises, the "Premises");

(iv) all machinery, apparatus, movable appliances, building materials, fittings, furnishings, furniture, pumps, pipes, piping, pivots, tanks (including above and below ground storage or fuel tanks and all ancillary equipment), goods, tools, elevators, lifts, trade fixtures, plants, explosives, chemicals, equipment including, without limitation, irrigation and sprinkling equipment, mining and mineral processing equipment, product and materials transportation equipment, computer equipment, loading and unloading equipment, emergency response equipment, entertainment, and recreational equipment, maintenance and repair equipment, fire sprinklers and alarm systems, fire prevention or control systems, cleaning rights, air conditioning, heating, boiler, and refrigerating systems, electronic monitoring systems, water systems, lighting, power, sanitation and waste removal systems, communications systems, computer systems, inventory control systems and all other systems, vehicles, (including, without limitation, all titled and untitled vehicles, rolling stock, mining equipment, earth moving equipment, backhoes, loaders, dump-

ers, digging equipment, grading equipment, conveyors, trucks of all kinds, pickups, tractors farm equipment and implements, and other mobile equipment of all kinds), including, but not limited to the equipment set forth in Schedule H hereto, and all other equipment and articles of tangible personal property of every kind and nature, fixed or mobile, window or structural and replacements thereof and all parts, ancillary equipment, components, embedded software, additions to, substitutions for, changes in or replacements of the whole or any part thereof and including all of mortgagor's books and records of all kinds and forms relating thereto or to Mortgagor's business as operated on the Premises, now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy, exploration, development, operation or reclamation of the Premises (or any other lands any production from which, or profits or proceeds from such production, is attributed to any interest in the Premises), or used or useful in connection with extracting or mining any minerals on or at the Premises or otherwise used in connection with any activities on the Premises or the maintenance or preservation of the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this subparagraph (iv), the "Personal Property");

(v) all right, title and interest of Mortgagor in and to all of the following, in each case, to the extent assignable, (1) all certificates of occupancy, zoning variances, building permits, use permits, and all other permits pertaining to the Premises or Mortgagor's business conducted thereon (including, without limitation, all special use permits, exploration permits, Mining Permits, Environmental Permits and all permits as listed on Schedule G hereto) and all certificates, approvals, licenses, consents, authorizations, franchises and other instruments, however characterized, obtained from and all materials prepared for filing or filed with any Governmental Authority (or any person acting on behalf of any Governmental Authority) in connection with the development, use, operation or management of all or any portion of the Premises (in each case, together with all modification, amendments, extensions, renewals and replacements of the items describing in this clause (2), collectively, the "Permits"), and (2) all Contracts and General Intangibles (as such terms are defined in the Security Agreement) and all other contracts and agreements relating to the design, construction, development, management, operation, occupancy, and/or use of all or any portion of the Premises or the maintenance, repair or warranty of any Personal Property including but not limited to all construction, service, maintenance, engineering, consulting, leasing, architectural and other similar contracts, in each case together with all modifications, amendments, extensions, renewals and replacements thereof of any of the foregoing (collectively, the "Contracts"), and (3) all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering and other studies and reports, operating manuals and similar materials relating to any portion of or all of the Premises, in each case together with all modifications, amendments, extensions, renewals and replacements thereof of any of the foregoing (collectively, the "Plans"), and (4) all reserves, deferred payments, deposits, refunds, claims, payment and performance bonds, warranties, guarantees, and Insurance Policies relating to any of the foregoing described collateral, in each case together with all modifications, amendments, extensions, renewals and replacements thereof of any of the foregoing (collectively, the "Warranties"); the items described in this clause (v) collectively, the "Contracts, Permits, Plans and Warranties";

(vi) all now or hereafter existing leases or licenses (under which Mortgagor is Landlord) and subleases (under which Mortgagor is subLandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of all or any portion of the Premises for any purpose in return for any payment, or the extraction or taking of any gas, water, geothermal resources, or minerals, or other minerals from the Premises in return for payment of any fee, rent or royalty, including Mortgagor's right, title and interest as lessor, Landlord, in the same (collectively, "Leases"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises, now or hereafter entered into by Mortgagor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("Rents");

(vii) all Proceeds of any or all of the Mortgaged Property;

(viii) all "fixtures", "timber to be cut" and "as-extracted collateral" under and as defined in the UCC in effect in the state in which the Premises are located, including, but not limited to, timber to be cut, oil, gas, associated hydrocarbons, ore and minerals severed and extracted from the Owned Premises and Leased Premises, wherever situated, and all inventories of cut timber, oil, gas, associated hydrocarbons, ore and minerals stockpiled at mines, tipples or loading facilities, and the proceeds and accounts arising there from;

(ix) All accounts, accounts receivable, deposit accounts, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles, letter of credit rights, insurance receivables, and other rights to payment (collectively "Rights to Payment"), now existing or at any time hereafter arising (whether they arise from the sale, lease or other disposition of inventory or from performance of contracts for service, manufacture, construction, repair or otherwise or from any other source whatsoever), including all securities, guaranties, warranties, indemnity agreements, Insurance Policies, supporting obligations and other agreements pertaining to the same or the property described therein, and in all goods returned by or repossessed from Mortgagor's customers, together with a security interest in all inventory, goods held for sale or lease or to be furnished under contracts for service, goods so leased or furnished, raw materials, ore stockpiles, byproducts, materials, component parts and embedded software, work in process or materials used or consumed in Mortgagor's business or on or at the Premises, and all warehouse receipts, bills of lading and other documents evidencing goods owned or acquired by Mortgagor, and all goods covered thereby, now or at any time hereafter owned or acquired by Mortgagor, wherever located, and all products thereof (collectively called "Inventory"), whether in the possession of Mortgagor, warehousemen, bailees or any other person, or in process of delivery, and whether located at Mortgagor's places of business or elsewhere (with all Rights to Payment and Inventory referred to herein collectively as the "Payments Collateral"), together with whatever is receivable or received when any of the Payments Collateral or proceeds thereof are sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all Rights to Payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all Rights to Payment with respect to any claim, cause of action, Lien and other rights affecting or relating to any of the foregoing; and

(x) all extensions, improvements, betterments, renewals, substitutions and replacements of and all additions and appurtenances to the Premises, the Personal Property, the Contracts, Permits, Plans and Warranties and the Leases, and/or Payments Collateral, hereinafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by the Mortgagor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein.

TO HAVE AND TO HOLD the Mortgaged Property, together with all estate, right, title and interest of the Mortgagor and anyone claiming by, through or under the Mortgagor in and to the Mortgaged Property and all rights and appurtenances relating thereto, unto the Mortgagee, its successors and assigns, for the benefit of the Secured Parties for the purpose of securing the payment and performance in full of all the Secured Obligations.

SECTION 2.2. Assignment of Leases and Rents. As additional security for the payment and performance in full of the Secured Obligations and subject to the provisions of Article V hereof, the Mortgagor absolutely, presently, unconditionally and irrevocably assigns, transfers and sets over to the Mortgagee, and grants to the Mortgagee, all of the Mortgagor's estate, right, title, interest, claim and demand, as Landlord, under any and all of the Leases including, without limitation, the following (such assigned rights, the "Mortgagor's Interest"):

(i) the immediate and continuing right to receive and collect Rents payable by the Tenants pursuant to the Leases;

(ii) all claims, rights, powers, privileges and remedies of the Mortgagor, whether provided for in the Leases or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of the Tenants to perform or comply with any term of the Leases;

(iii) all rights to take all actions upon the happening of a default under the Leases as shall be permitted by the Leases or by law including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and

(iv) the full power and authority, in the name of the Mortgagor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to take all other actions whatsoever which the Mortgagor as Landlord, is or may be entitled to take under the Leases;

(v) it being understood, however, this Section 2.2 shall be subject to the provision of Section 5.1.

SECTION 2.3. Secured Obligations. This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Secured Obligations; except that this Mortgage does not secure any separate Indemnity Agreement given by the Borrower and/or Subsidiary Guarantors in favor of Mortgagee or any Lender.

SECTION 2.4. Future Advances. This Mortgage shall secure all Secured Obligations including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Secured Obligations with respect to presently existing indebtedness under the Credit Agreement or the other Loan Documents, but also any and all other indebtedness which may hereafter be owing by the Mortgagor to the Secured Parties under the Credit Agreement or the other Loan Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement or the other Loan Documents, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions refinancings, modifications or renewals of all such Secured Obligations whether or not Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

SECTION 2.5. Maximum Amount of Indebtedness. The maximum aggregate amount of all indebtedness that is, or under any contingency may be secured at the date hereof or at any time hereafter by this Mortgage is \$365,000,000 (the "Secured Amount"), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, expenses incurred by the Mortgagee by reason of any default by the Mortgagor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

SECTION 2.6. Last Dollar Secured. So long as the aggregate amount of the Secured Obligations exceeds the Secured Amount, any payments and repayments of the Secured Obligations shall not be deemed to be applied against or to reduce the Secured Amount

SECTION 2.7. No Release. Nothing set forth in this Mortgage shall relieve the Mortgagor from the performance of any term, covenant, condition or agreement on the Mortgagor's part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on the Mortgagee or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Mortgagor's part to be so performed or observed or shall impose any liability on the Mortgagee or any other Secured Party for any act or omission on the part of the Mortgagor relating thereto or for any breach of any representation or warranty on the part of the Mortgagor contained in this Mortgage or any other Loan Document or under or in respect of the Mortgaged Property or made in connection herewith or therewith

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

SECTION 3.1. Incorporation of Credit Agreement. The Mortgagor represents, warrants, covenants and agrees that each of the representations, warranties, covenants and other agreements of the Mortgagor (as a Loan Party) under and as contained in the Credit Agreement are hereby incorporated herein in their entirety by this reference.

SECTION 3.2 Warranty of Title. The Mortgagor represents and warrants that:

(i) Mortgagor has good and marketable fee simple title to the Land (other than the Unpatented Claims); good and valid recorded leasehold interests in the Leased Premises; good title or valid rights and interests in and to the Other Rights, Water Rights and the balance of the Mortgaged Property (including the Unpatented Claims as represented below in Section 12.8), in each case subject to no Liens, except for (x) as of the date hereof, Prior Liens and Liens in favor of the Mortgagee pursuant to the Security Documents and (y) hereafter, Permitted Collateral Liens; and

(ii) upon recordation in the official real estate records in the county in which the Premises are located, this Mortgage will create and constitute a valid and enforceable first priority mortgage Lien on the Mortgaged Property that is real property; and, upon recording of this Mortgage in said county records and this Mortgage being indexed as a fixture, timber and as-extracted collateral filing in such records, this Mortgage will create and constitute a valid and enforceable first priority mortgage Lien on and UCC security interest in the Mortgaged Property that is fixtures, timber and as-extracted collateral; and upon the due execution and delivery of this Mortgage and with value given therefor, this Mortgage will create a valid security interest in and to the Mortgaged Property that is personal property and in which a security interest can be created under Article 9 of the UCC (the "UCC Collateral"); and upon the filing of UCC-1 financing statement(s), naming Mortgagor as debtor and Mortgagee as secured party in the official records of the State of Colorado and the State of Nevada, as appropriate, and describing the UCC Collateral, the security interest created hereby in the UCC Collateral will be perfected to the extent perfection may be accomplished by filing a financing statement; and upon the taking of the other actions required with respect to Mortgaged Property that is personal property under and pursuant to the Security Agreement, the interests granted in favor of the Secured Parties herein and therein will be perfected as valid and enforceable first priority security interests and liens therein, all of which first priority Liens and first priority security interests are, as of the date hereof, subject only to Prior Liens and hereafter, subject only to Permitted Collateral Liens, all in favor of the Collateral Agent for the benefit of the Secured Parties.

SECTION 3.3. Condition of Mortgaged Property. The Mortgagor represents and warrants that:

(i) the Premises and the present and contemplated use and occupancy thereof comply with all applicable Mining Laws, Environmental Laws, zoning ordinances, building codes, land use and subdivision laws, setback or other development and use requirements, of Governmental Authorities, with all other Requirements of Law, and with all private restrictions and agreements affecting the Mortgaged Property whether or not recorded, except where the failure so to comply could not result in a Property Material Adverse Effect;

(ii) as of the date hereof, Mortgagor has neither received any notice of nor has any knowledge of any disputes regarding boundary lines, location, encroachments or pos-

session of any portions of the Mortgaged Property or of any violation or alleged violation of Requirements of Law, including, without limitation, Mining Laws and Environmental Laws, or Permits and has no knowledge of any state of facts that may exist which could give rise to any such claims or violations, except where any such action could not result in a Property Material Adverse Effect;

(iii) no portion of the Premises is located in an area identified by the Federal Emergency Management Agency or any successor thereto as an area having special flood hazards pursuant to the Flood Insurance Acts promulgated by the Federal Emergency Management Agency or any successor thereto or, if any portion of the Premises is located within such area as evidenced by the Federal Emergency Management Agency Standard Flood Hazard Determination provided to the Mortgagee by the Mortgagor pursuant to Section 3.05(c) of the Credit Agreement, the Mortgagor has obtained the flood insurance prescribed in Section 5.04 of the Credit Agreement hereof;

(iv) the Premises are assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a portion of such lot or lots, and no other land or improvement is assessed and taxed together with the Premises or any portion thereof;

(v) there are no options or rights of first refusal to purchase or acquire all or any portion of the Mortgaged Property; and

(vi) as of the date hereof, Mortgagor has not received any notice of and has no knowledge of any pending or threatened challenge or contest by any third party or Governmental Authority to the underlying validity of any part of the Mortgaged Property that consists of Unpatented Claims, mill site claims, or other grants of real property rights to property owned or controlled by a Governmental Authority, except where any such action could not result in a Property Material Adverse Effect.

SECTION 3.4. Charges. The Mortgagor represents and warrants that all Charges imposed upon or assessed against the Mortgaged Property have been paid and discharged except to the extent such Charges constitute, as of the date hereof, a Prior Lien or hereafter, a Permitted Collateral Lien.

ARTICLE IV.

CERTAIN COVENANTS OF MORTGAGOR

SECTION 4.1. Payment and Performance. The Mortgagor shall pay and perform the Secured Obligations in full as and when the same shall become due under the Loan Documents and when they are required to be performed thereunder, except where any such action could not result in a Property Material Adverse Effect

SECTION 4.2. Title. The Mortgagor shall

(i) (A) keep in effect all rights and appurtenances to or that constitute a part of the Mortgaged Property except where the failure to keep in effect the same could not

result in a Property Material Adverse Effect and (B) protect, preserve and defend its rights, title and interest in the Mortgaged Property and title thereto;

(ii) (A) comply with each of the terms, conditions and provisions of all Requirements of Law and Permits, including but not limited to Environmental Laws, Environmental Permits, Mining Laws and Mining Permits, and with all other obligations of the Mortgagor which are secured by the Mortgaged Property, and with all other obligations the noncompliance with which may result in the imposition of a Lien on the Mortgaged Property subject to Permitted Collateral Liens, (B) forever warrant and defend to the Mortgagee the Lien and security interests created and evidenced hereby and the validity and first priority position hereof in any action or proceeding against the claims of any and all persons whomsoever affecting or purporting to affect the Mortgaged Property or any of the rights of the Mortgagee hereunder and (C) maintain this Mortgage as a valid and enforceable first priority mortgage Lien on the Mortgaged Property and, to the extent any of the Mortgaged Property shall consist of fixtures, timber to be cut, as-extracted collateral or UCC Collateral, a first priority security interest in such collateral, which first priority Lien and security interest shall be subject only to Permitted Collateral Liens and all Prior Liens; and

(iii) immediately upon obtaining knowledge of the pendency of any proceedings for the eviction of the Mortgagor from the Mortgaged Property or any part thereof by paramount title or otherwise questioning the Mortgagor's right, title and interest in, to and under the Mortgaged Property as warranted in this Mortgage, or of any condition that could give rise to any such proceedings, or of any governmental or third party contest of the validity of the Unpatented Claims, notify the Mortgagee thereof. The Mortgagee may participate in such proceedings and the Mortgagor will deliver or cause to be delivered to the Mortgagee all instruments requested by the Mortgagee to permit such participation. In any such proceedings, the Mortgagee may be represented by counsel satisfactory to the Mortgagee at the reasonable expense of the Mortgagor. If, upon the resolution of such proceedings, the Mortgagor shall suffer a loss of the Mortgaged Property or any part thereof or interest therein and title insurance proceeds shall be payable in connection therewith, such shall be applied accordance with the provisions of Section 2.10 of the Credit Agreement.

(iv) Zoning. The Mortgagor shall not initiate, join in or consent to any change in the zoning or any other permitted use classification of the Premises without the prior written consent of the Mortgagee, except where any such change would in the ordinary course not have a Property Material Adverse Effect.

SECTION 4.3. Inspection. Mortgagor shall permit Mortgagee, and its agents, representative and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records located thereon at reasonable times provided, that such inspections shall not materially interfere with the use and operation of all or any portion of the Mortgaged Property.

SECTION 4.4. Limitation on Liens: Transfer Restrictions.

(i) Except for the Permitted Collateral Liens, Prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Mortgaged Property or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(ii) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all or any part of the Mortgaged Property.

SECTION 4.5. Insurance. The Mortgagor shall obtain and keep in full force and effect the Insurance Policies required by the Credit Agreement pursuant to the terms thereof.

SECTION 4.6. Further Acts.

(i) Mortgagor will, at its own cost and without expense to Mortgagee, do, execute, acknowledge, and deliver all and every such further acts, deeds, transfers, and assurances as Mortgagee shall from time to time reasonably require or as are required by applicable law for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering, or recording this Mortgage or any other required notice, form, instrument or document in the applicable governmental or other records, and, on demand, Mortgagor will execute and deliver, and hereby authorizes Mortgagee to, upon the occurrence and during the continuance of an Event of Default, execute in the name of Mortgagor to the extent Mortgagor may lawfully so do, or to file without signatures to the extent allowed by law, one or more notices, certificates, financing statements, chattel mortgages, or comparable security instruments to evidence more effectively, to perfect and maintain perfection and the first priority position of, the lien hereof and security interest granted herein upon the various items of Mortgaged Property.

(ii) Mortgagor forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, will cause this Mortgage and any security instrument or title certificate creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places and with such Governmental Authorities as may be required by any present or future law in order to publish notice of, and fully to protect the lien hereof upon, the title of Mortgagor to, and the security interest of Mortgagee in, the Mortgaged Property. Without limiting the foregoing, Mortgagor agrees to file, and authorizes Mortgagee to file, a copy of this Mortgage and appropriate notice of the liens hereby created with the Idaho Department of Water Resources or any other entity, district or Governmental Authority evidencing Mortgagee's lien on the Water Rights.

(iii) Mortgagor will pay all filing, registration, and recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage, any amendment or supplement hereto, any security instrument with respect to the UCC Collateral, and any instrument

of further assurance, and all duties, imposts, assessments, and charges arising out of or incurred in connection with the execution and delivery of this Mortgage, any mortgage or deed of trust supplemental hereto, any security instrument with respect to the UCC Collateral, any such title certificate, or any instrument of further assurance.

(iv) Mortgagor will perform or cause to be performed any assessment and other work, and shall pay all fees required by any Governmental Authority or required by law in order to maintain the Unpatented Claims and mill sites included within the Owned Premises. Mortgagor shall perform any required assessment work for the purposes of preserving or maintaining ownership of the Unpatented Claims, in good faith belief of its validity as annual assessment work and in accordance with the standard of care of a reasonable mining company engaged in like work in the vicinity in which it is performed. Mortgagor will timely record with the appropriate county and file with the appropriate United States agency any required affidavits, notices of intent to hold, and other documents in proper form attesting to the payment of governmental fees, the performance of assessment work or intent to hold Unpatented Claims and sites, in each case in sufficient detail to reflect compliance with the requirements applicable to each Unpatented Claim and site.

ARTICLE V.

CONCERNING ASSIGNMENT OF LEASES AND RENTS

SECTION 5.1. Present Assignment; License to the Mortgagor.

(i) Section 2.2 of this Mortgage constitutes a present, absolute, effective, irrevocable and complete assignment by Mortgagor to Mortgagee of the Leases and Rents and the right, subject to applicable law, to collect all sums payable to Mortgagor thereunder and apply the same as Mortgagee may, in its sole discretion, determine to be appropriate to protect the security afforded by this Mortgage (including the payment of reasonable costs and expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Mortgaged Property), which is not conditioned upon Mortgagee being in possession of the Premises. This assignment is an absolute assignment and not an assignment for additional security only. The Mortgagee hereby grants to the Mortgagor, however, a license to collect and apply the Rents and to enforce the obligations of Tenants under the Leases. Immediately upon the occurrence of and during the continuance of any Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Secured Obligations or solvency of Mortgagor, the license granted in the immediately preceding sentence shall automatically cease and terminate without any notice by Mortgagee (such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law), or any action or proceeding or the intervention of a receiver appointed by a court.

(ii) Mortgagor acknowledges that Mortgagee has taken all reasonable actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases subject to the Permitted

Collateral Liens and in the case of security deposits, rights of depositors and requirements of law. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title II of the United States Code (the "Bankruptcy Code") without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

(iii) Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all rents acquired by the estate after the commencement of any case in bankruptcy.

SECTION 5.2. Collection of Rents by the Mortgagee

(i) Any Rents receivable by the Mortgagee hereunder, after payment of all proper costs and expenses as Mortgagee may, in its sole discretion, determine to be appropriate (including the payment of reasonable costs and expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Mortgaged Property), shall be applied in accordance with the provisions of Section 8.2(ii) of this Mortgage. The Mortgagee shall be accountable to the Mortgagor only for Rents actually received by the Mortgagee. The collection of such Rents and the application thereof shall not cure or waive any Event of Default or waive, modify or affect notice of Event of Default or invalidate any act done pursuant to such notice.

(ii) The Mortgagor hereby irrevocably authorizes and directs Tenant under each Lease to rely upon and comply with any and all notices or demands from the Mortgagee for payment of Rents to the Mortgagee and the Mortgagor shall have no claim against Tenant for Rents paid by Tenant to the Mortgagee pursuant to such notice or demand.

SECTION 5.3. Irrevocable Interest. All rights, powers and privileges of the Mortgagee herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and the Mortgagor shall not take any action under the Leases or otherwise which is inconsistent with this Mortgage or any of the terms hereof and any such action inconsistent herewith or therewith shall be void.

ARTICLE VI.

TAXES AND CERTAIN STATUTORY LIENS

SECTION 6.1. Payment of Charges. Unless and to the extent contested by the Mortgagor in accordance with the provisions of the Credit Agreement, the Mortgagor shall pay and discharge, or cause to be paid and discharged, from time to time prior to same becoming delinquent, all Charges. The Mortgagor shall, upon the Mortgagee's request, deliver to the Mortgagee receipts evidencing the payment of all such Charges.

SECTION 6.2. Stamp and Other Taxes. The Mortgagor shall pay any United States documentary stamp taxes, with interest and fines and penalties, and any mortgage recording taxes, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason hereof or the Secured Obligations or any instrument or transaction affecting or relating to either thereof and in default thereof the Mortgagee may advance the same and the amount so advanced shall be payable by the Mortgagor to the Mortgagee in accordance with the provisions of Section 11.03 of the Credit Agreement.

SECTION 6.3 Certain Tax Law Changes. In the event of the passage after the date hereof of any law deducting from the value of real property, for the purpose of taxation, amounts in respect of any Lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any taxes, and imposing any taxes, either directly or indirectly, on this Mortgage or any other Loan Document, the Mortgagor shall promptly pay to the Mortgagee such amount or amounts as may be necessary from time to time to pay any such taxes, assessments or other charges resulting therefrom; provided, that if any such payment or reimbursement shall be unlawful or taxable to Mortgagee, or would constitute usury or render the indebtedness wholly or partially usurious under applicable law, the Mortgagor shall pay or reimburse Mortgagee for payment of the lawful and non-usurious portion thereof.

SECTION 6.4. Proceeds of Tax Claim. In the event that the proceeds of any tax claim are paid after the Mortgagee has exercised its right to foreclose the Lien hereof, such proceeds shall be paid to the Mortgagee to satisfy any deficiency remaining after such foreclosure. The Mortgagee shall retain its interest in the proceeds of any tax claim during any redemption period. The amount of any such proceeds in excess of any deficiency claim of the Mortgagee shall in a reasonably prompt manner be released to the Mortgagor.

ARTICLE VII

CASUALTY EVENTS AND RESTORATION

SECTION 7.1. Casualty Event. If there shall occur any Casualty Event (or, in the case of any condemnation, taking or other proceeding in the nature thereof, upon the occurrence thereof or notice of the commencement of any proceedings therefor), the Mortgagor shall promptly send to the Mortgagee a written notice setting forth the nature and extent thereof. The proceeds payable in respect of any such Casualty Event are hereby assigned and shall be paid to the Mortgagee. The Net Cash Proceeds of each Casualty Event shall be applied, allocated and distributed in accordance with the provisions of Section 2.10 of the Credit Agreement.

SECTION 7.2. Condemnation. In the case of any taking, condemnation or other proceeding in the nature thereof, the Mortgagee may, at its option, participate in any proceedings or negotiations which might result in any taking or condemnation and the Mortgagor shall deliver or cause to be delivered to the Mortgagee all instruments reasonably requested by it to permit such participation. The Mortgagee may be represented by counsel satisfactory to it at the reasonable expense of the Mortgagor in connection with any such participation. The Mortgagor shall pay all reasonable fees, costs and expenses incurred by the Mortgagee in connection

therewith and in seeking and obtaining any award or payment on account thereof. The Mortgagor shall take all steps necessary to notify the condemning authority of such participation.

SECTION 7.3. Restoration. In the event the Mortgagor is permitted or required to perform any restoration in accordance with the provisions of Section 2.10 of the Credit Agreement, the Mortgagor shall complete such restoration in accordance with provisions thereof.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Remedies in Case of an Event of Default. If any Event of Default shall have occurred and be continuing, the Mortgagee may at its option, in addition to any other action permitted under this Mortgage or the Credit Agreement or any other Loan Document or by law, statute or in equity, take one or more of the following actions to the greatest extent permitted by local law:

(i) personally, or by its agents or attorneys, (A) enter into and upon and take possession of all or any part of the Premises together with the books, records and accounts of the Mortgagor relating thereto and, exclude the Mortgagor, its agents and servants wholly therefrom, (B) use, operate, manage and control the Premises and conduct the business thereof, (C) maintain and restore the Premises, (D) make all necessary or proper repairs, renewals and replacements and such useful alterations thereto and thereon as the Mortgagee may deem advisable, (E) manage, lease and operate the Premises and carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise or (F) collect and receive all Rents. The Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management except that any amounts so received by the Mortgagee shall be applied in accordance with the provisions of Section 8.03 of the Credit Agreement.

(ii) with or without entry, personally or by its agents or attorneys, (A) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein at one or more sales in one or more parcels, in accordance with the provisions of Section 8.2 or (B) institute and prosecute proceedings for the complete or partial foreclosure of the Lien and security interests created and evidenced hereby; or

(iii) take such steps to protect and enforce its rights whether by action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement in the Credit Agreement and the other Loan Documents, or in aid of the execution of any power granted in this Mortgage, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect.

SECTION 8.2. Sale of Mortgaged Property if Event of Default Occurs; Proceeds of Sale

(i) If any Event of Default shall have occurred and be continuing, the Mortgagee may institute an action to foreclose this Mortgage or take such other action as may be permitted and available to the Mortgagee at law or in equity for the enforcement of the Credit Agreement and realization on the Mortgaged Property and proceeds thereon through power of sale (if then available under applicable law) or to final judgment and execution thereof for the Secured Obligations, and in furtherance thereof the Mortgagee may sell the Mortgaged Property at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law or statute or in equity. The Mortgagee may execute and deliver to the purchaser at such sale a conveyance of the Mortgaged Property in fee simple or otherwise, as appropriate, and an assignment or conveyance of all the Mortgagor's Interest in the Leases and the Mortgaged Property, each of which conveyances and assignments shall contain recitals as to the Event of Default upon which the execution of the power of sale herein granted depends, and the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to make any such recitals, sale, assignment and conveyance, and all of the acts of the Mortgagee as such attorney in fact are hereby ratified and confirmed. The Mortgagor agrees that such recitals shall be binding and conclusive upon the Mortgagor and that any assignment or conveyance to be made by the Mortgagee shall divest the Mortgagor of all right, title, interest, equity and right of redemption, including any statutory redemption, in and to the Mortgaged Property. The power and agency hereby granted are coupled with an interest and are irrevocable by death or dissolution, or otherwise, and are in addition to any and all other remedies which the Mortgagee may have hereunder, at law or in equity. So long as the Secured Obligations, or any part thereof, remain unpaid, the Mortgagor agrees that possession of the Mortgaged Property by the Mortgagor, or any person claiming under the Mortgagor, shall be as tenant, and, in case of a sale under power or upon foreclosure as provided in this Mortgage, the Mortgagor and any person in possession under the Mortgagor, as to whose interest such sale was not made subject, shall, at the option of the purchaser at such sale, then become and be tenants holding over and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over. In case of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels in such manner or order as the Mortgagee in its sole discretion may elect. One or more exercises of powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or all amounts secured hereby are paid in full.

(ii) The proceeds of any sale made under or by virtue of this Article VIII, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article VIII or otherwise, shall be applied in accordance with the provisions of Section 8.03 of the Credit Agreement.

(iii) The Mortgagee (on behalf of any Secured Party or on its own behalf) or any Lender or any of their respective Affiliates may bid for and acquire the Mortgaged Property or any part thereof at any sale made under or by virtue of this Article VIII and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price

the unpaid amounts (whether or not then due) owing to the Mortgagee, or such Lender in respect of the Secured Obligations, after deducting from the sales price the expense of the sale and the reasonable costs of the action or proceedings and any other sums that the Mortgagee or such Lender is authorized to deduct under this Mortgage.

(iv) The Mortgagee may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(v) If the Premises are comprised of more than one parcel of land, the Mortgagee may take any of the actions authorized by this Section 8.2 in respect of any or a number of individual parcels.

SECTION 8.3. Additional Remedies in Case of an Event of Default.

(i) The Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions hereof and, to the extent permitted by applicable law, the right of the Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions hereof, or the foreclosure of, or absolute conveyance pursuant to, this Mortgage. In case of proceedings against the Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, the Mortgagee shall be entitled to prove the whole amount of principal and interest and other payments, charges and costs due in respect of the Secured Obligations to the full amount thereof without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property; provided, however, that in no case shall the Mortgagee receive a greater amount than the aggregate of such principal, interest and such other payments, charges and costs (with interest at the Default Rate) from the proceeds of the sale of the Mortgaged Property and the distribution from the estate of the Mortgagor.

(ii) Any recovery of any judgment by the Mortgagee and any levy of any execution under any judgment upon the Mortgaged Property shall not affect in any manner or to any extent the Lien and security interests created and evidenced hereby upon the Mortgaged Property or any part thereof, or any conveyances, powers, rights and remedies of the Mortgagee hereunder; but such conveyances, powers, rights and remedies shall continue unimpaired as before.

(iii) Any monies collected by the Mortgagee under this Section 8.3 shall be applied in accordance with the provisions of Section 8.2(ii).

SECTION 8.4. Legal Proceedings After an Event of Default.

(i) After the occurrence of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the Secured Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, the Mortgagor shall enter its voluntary appearance in such action, suit or proceeding.

(ii) Upon the occurrence and during the continuance of an Event of Default, the Mortgagee shall be entitled forthwith as a matter of right, concurrently or independently of any other right or remedy hereunder either before or after declaring the Secured Obligations or any part thereof to be due and payable, to the appointment of a receiver without giving notice to any party and without regard to the adequacy or inadequacy of any security for the Secured Obligations or the solvency or insolvency of any person or entity then legally or equitably liable for the Secured Obligations or any portion thereof. The Mortgagor hereby consents to the appointment of such receiver. Notwithstanding the appointment of any receiver, the Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Credit Agreement to the Mortgagee.

(iii) The Mortgagor shall not (A) at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance hereof, (B) claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction or (C) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. To the extent permitted by applicable law, the Mortgagor hereby expressly (A) waives all benefit or advantage of any such law or laws, including, without limitation, any statute of limitations applicable to this Mortgage, (B) waives any and all rights to trial by jury in any action or proceeding related to the enforcement hereof, (C) waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding brought in connection with this Mortgage and further waives and agrees not to plead that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum and (D) covenants not to hinder, delay or impede the execution of any power granted or delegated to the Mortgagee by this Mortgage but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted. The Mortgagee shall not be liable for any incorrect or improper payment made pursuant to this Article VIII in the absence of gross negligence or willful misconduct.

SECTION 8.5. Remedies Not Exclusive. No remedy conferred upon or reserved to the Mortgagee by this Mortgage is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Mortgage or now or hereafter existing at law or in equity. Any delay or omission of the Mortgagee to exercise any right or power accruing on any Event of Default shall not impair any such right or power and shall not be construed to be a waiver of or acquiescence in any such Event of Default. Every power and remedy given by this Mortgage may be exercised from time to time concurrently or independently, when and as often as may be deemed expedient by the Mortgagee in such order and manner as the Mortgagee, in its sole discretion, may elect. If the Mortgagee accepts any monies required to be paid by the Mortgagor under this Mortgage after the same become due, such acceptance shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured by this Mortgage or to declare an Event of Default with regard to subsequent defaults. If the Mortgagee accepts any monies required to be paid by the Mortgagor under this Mortgage in an amount less than the

sum then due, such acceptance shall be deemed an acceptance on account only and on the condition that it shall not constitute a waiver of the obligation of the Mortgagor to pay the entire sum then due, and the Mortgagor's failure to pay the entire sum then due shall be and continue to be a default hereunder notwithstanding acceptance of such amount on account.

ARTICLE IX.

SECURITY AGREEMENT AND FIXTURE FILING

SECTION 9.1. Security Agreement. To the extent that the Mortgaged Property consists of UCC Collateral or items of personal property which are or are to become fixtures or as-extracted collateral or timber to be cut under applicable law, this Mortgage shall also be construed as a security agreement under the UCC and Mortgagor in order to secure the due and punctual payment and payments of the Secured Obligations hereby grants to Mortgagee for its benefit and for the benefit of the Secured Parties, a security interest in and to such UCC Collateral, fixtures, as-extracted collateral and timber. Upon and during the continuance of an Event of Default, the Mortgagee shall be entitled with respect to the UCC Collateral, fixtures, as-extracted collateral and timber to exercise all remedies hereunder, or under any other Loan Document, or available under the UCC with respect thereto, and all other remedies available under applicable law. Without limiting the foregoing, the UCC Collateral, fixtures, as-extracted collateral and timber may, at the Mortgagee's option, (i) be sold hereunder together with any sale of any portion of the Mortgaged Property or otherwise, (ii) be sold separately pursuant to the UCC, or (iii) be dealt with by the Mortgagee in any other manner permitted under applicable law. The Mortgagee may require the Mortgagor to assemble the UCC Collateral, fixtures, as-extracted collateral and timber or any part thereof and make it available to the Mortgagee at a place to be designated by the Mortgagee. The Mortgagor acknowledges and agrees that a disposition of such collateral in accordance with the Mortgagee's rights and remedies in respect to the Mortgaged Property as heretofore provided is a commercially reasonable disposition thereof; provided, however that the Mortgagee shall give the Mortgagor not less than ten (10) days' prior notice of the time and place of any intended disposition.

SECTION 9.2. Fixture Filing. To the extent that the Mortgaged Property includes items of personal property which are or are to become fixtures, timber to be cut, or as-extracted collateral under applicable law, and to the extent permitted under applicable law, the recording hereof in the real estate records of the county in which such Mortgaged Property is located shall also operate from the date of such recording as a fixtures, timber and as-extracted collateral filing with respect to such Mortgaged Property, and the following information is applicable for the purpose of such filing, to wit:

Name and Address of the debtor:	Name and Address of the secured party:
The Mortgagor having the address described in the Preamble hereof. Thompson Creek Mining Co. is a corporation organized under the laws of the State of Colorado, whose Organization Number is 19931121426 and	The Mortgagee having the address described in the Preamble hereof, from which address information concerning the security interest may be obtained.

whose Taxpayer Identification Number is 84-1247133. Cyprus Thompson Creek Mining Company is a corporation organized under the laws of the State of Nevada, whose Organization Number is C-42614 and whose Taxpayer Identification Number is 95-2634610.

This Financing Statement covers the following types or items of property:

The Mortgaged Property.

This instrument covers goods or items of personal property which are or are to become fixtures upon the property or is timber to be cut, or is as-extracted collateral.

The Mortgagor is the record owner of the Land (other than the Unpatented Mining Claims in Schedules A and D); James M. Ennis, Stephen L. Chivers and Aileen Chivers are the record owners of the land subject to the Mortgaged Lease (Schedule B); the United States of America is the record owner of the land that is Unpatented Mining Claims (Schedule D); and the United State of America and the State of Idaho are record owners of the land subject to the Other Rights (Schedule E).

In addition, Mortgagor authorizes the Mortgagee to file appropriate financing and continuation statements under the UCC in effect in the jurisdiction in which the Mortgaged Property is located, or where Mortgagor is located/organized, or any other applicable jurisdiction as may be required by law in order to create, establish, perfect, maintain perfection, preserve and protect the liens and security interests intended to be granted to the Mortgagee pursuant to this Mortgage in the Mortgaged Property. Mortgagee is also authorized to file a copy of this Mortgage or such other notice, document, instrument or certificate as may be required, allowed or available under applicable law to provide notice to third persons and Governmental Authorities of the Liens and security interests intended to be granted by this Mortgage in the Mortgaged Property.

ARTICLE X

FURTHER ASSURANCES

SECTION 10.1. Recording Documentation To Assure Security. The Mortgagor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Mortgage and any financing statement, continuation statement, or similar instrument relating to any of the Mortgaged Property or to any property intended to be subject to the Lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take such actions as Mortgagee shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the Liens, assignment, and security interests purported to be created upon the Mortgaged Property and the interest and rights of the Mortgagee therein. The Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording.

and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments.

SECTION 10.2. Further Acts. The Mortgagor shall, at the sole cost and expense of the Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as the Mortgagee shall from time to time reasonably request, which may be necessary in the judgment of the Mortgagee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto the Mortgagee, the property and rights hereby conveyed or assigned or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Without limiting the generality of the foregoing, in the event that the Mortgagee desires to exercise any remedies, consensual rights or attorney-in-fact powers set forth in this Mortgage and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other person therefor, then, upon the reasonable request of the Mortgagee, the Mortgagor agrees to use its best efforts to assist and aid the Mortgagee to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee may execute any instrument or take any action required to be executed or taken by the Mortgagor under this Section 10.2 as the attorney-in-fact for the Mortgagor such power of attorney being coupled with an interest and is irrevocable.

SECTION 10.3. Additions to Mortgaged Property. All right, title and interest of Mortgagor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Premises, and all conversions of the security constituted thereby immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage.

SECTION 10.4. Additional Security. Without notice to or consent of the Mortgagor and without impairment of the Lien and rights created by this Mortgage, the Mortgagee may accept (but the Mortgagor shall not be obligated to furnish) from the Mortgagor or from any other person, additional security for the Secured Obligations. Neither the giving hereof nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting the Mortgagee's Lien and rights under this Mortgage.

ARTICLE XI.

MISCELLANEOUS

SECTION 11.1. Covenants To Run with the Land. All of the grants, covenants, terms, provisions and conditions in this Mortgage shall run with the Land and Mortgagor's interests therein and in the Leased Premises and shall apply to, and bind the successors and assigns of, the Mortgagor. If there shall be more than one mortgagor with respect to the Mortgaged Property, the covenants and warranties hereof shall be joint and several

SECTION 11.2. No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by the Mortgagee unless the Mortgagee shall have consented to such merger in writing.

SECTION 11.3. Concerning Mortgagee.

(i) The Mortgagee has been appointed as Collateral Agent pursuant to the Credit Agreement. The actions of the Mortgagee hereunder are subject to the provisions of the Credit Agreement. The Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of the Mortgaged Property), in accordance with this Mortgage and the Credit Agreement. The Mortgagee may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. The Mortgagee may resign and a successor Mortgagee may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as the Mortgagee by a successor Mortgagee, that successor Mortgagee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee under this Mortgage, and the retiring Mortgagee shall thereupon be discharged from its duties and obligations under this Mortgage. After any retiring Mortgagee's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was the Mortgagee.

(ii) The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of the Mortgaged Property in its possession if such Mortgaged Property is accorded treatment substantially equivalent to that which the Mortgagee, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Mortgagee nor any of the Secured Parties shall have responsibility for taking any necessary steps to preserve rights against any person with respect to any Mortgaged Property.

(iii) The Mortgagee shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person, and, with respect to all matters pertaining to this Mortgage and its duties hereunder, upon advice of counsel selected by it.

(iv) With respect to any of its rights and obligations as a Lender, the Mortgagee shall have and may exercise the same rights and powers hereunder. The term "Lenders," "Lender" or any similar terms shall, unless the context clearly otherwise indicates, include the Mortgagee in its individual capacity as a Lender. The Mortgagee may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Mortgagor or any Affiliate of the Mortgagor to the same extent as if the Mortgagee were not acting as Collateral Agent.

(v) If any portion of the Mortgaged Property also constitutes collateral granted by any Loan Party to the Mortgagee to secure the Secured Obligations under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the Mortgagee, in its sole discretion, shall select which provision or provisions shall control.

SECTION 11.4. Mortgagee May Perform; Mortgagee Appointed Attorney-in-Fact. If the Mortgagor shall fail to perform any covenants contained in this Mortgage (including, without limitation, the Mortgagor's covenants to (i) pay the premiums in respect of all required Insurance Policies hereunder or under the Credit Agreement, (ii) pay Charges, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of the Mortgagor under any Mortgaged Property) or if any warranty on the part of the Mortgagor contained herein shall be breached, and such failure shall constitute an Event of Default, the Mortgagee may (but shall not be obligated to), do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that the Mortgagee shall in no event be bound to inquire into the validity of any tax, lien, imposition or other obligation which the Mortgagor fails to pay or perform as and when required hereby and which the Mortgagor does not contest in accordance with the provisions of the Credit Agreement. Any and all amounts so expended by the Mortgagee shall be paid by the Mortgagor in accordance with the provisions of Section 8.03 of the Credit Agreement and repayment shall be secured by this Mortgage. Neither the provisions of this Section 11.4 nor any action taken by the Mortgagee pursuant to the provisions of this Section 11.4 shall prevent any such failure to observe any covenant contained in this Mortgage or any breach of warranty from constituting an Event of Default. The Mortgagor hereby appoints the Mortgagee its attorney-in-fact, with full authority in the place and stead of the Mortgagor and in the name of the Mortgagor, or otherwise, from time to time after the occurrence and during the continuance of an Event of Default in the Mortgagee's discretion to take any action and to execute any instrument consistent with the terms hereof and the other Loan Documents which the Mortgagee may deem necessary or advisable to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. The Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 11.5. Continuing Security Interest; Assignment. This Mortgage shall create a continuing Lien on and security interest in the Mortgaged Property and shall (i) be binding upon the Mortgagor, its successors and assigns, (ii) inure, together with the rights and remedies of the Mortgagee hereunder, to the benefit of the Mortgagee for the benefit of the Secured Parties and each of their respective successors, transferees and assigns and (iii) in the event there is more than one mortgagor party hereto, all undertakings hereunder shall be deemed joint

and several No other persons (including, without limitation, any other creditor of any Loan Party) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Lender may assign or otherwise transfer any indebtedness held by it secured by this Mortgage to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Lender, herein or otherwise, subject, however, to the provisions of the Credit Agreement.

SECTION 11.6. Termination; Release.

(a) When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement, this Mortgage shall terminate. Upon termination hereof or any release of the Mortgaged Property or any portion thereof in accordance with the provisions of the Credit Agreement, the Mortgagee shall, upon the request and at the sole cost and expense of the Mortgagor, forthwith assign, transfer and deliver to the Mortgagor, against receipt and without recourse to or warranty by the Mortgagee, such of the Mortgaged Property to be released (in the case of a release) as may be in possession of the Mortgagee and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Mortgaged Property, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be.

(b) Subject to the Intercreditor Agreement, notwithstanding the foregoing, if (i) the Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement, (ii) Secured Obligations of the type described in clause (b) of the definition of Secured Obligations ("Remaining Secured Obligations") remain outstanding and (iii) all or a portion of the repayment of the Obligations is financed by the proceeds of Indebtedness of one or more Loan Parties or any affiliate of a Loan Party ("Refinancing Indebtedness") which Refinancing Indebtedness is secured by property of such persons, this Mortgage shall terminate as if the Remaining Secured Obligations have been paid in full and the provisions of paragraph (a) of this Section 11.6 shall apply concurrently with the incurrence of the Refinancing Indebtedness and the securing of the Refinancing Indebtedness and the Remaining Secured Obligations on an equal and ratable basis. Subject to the Intercreditor Agreement, for the avoidance of doubt, if the Refinancing Indebtedness is not secured, this Mortgage shall not terminate but shall remain in full force and effect.

SECTION 11.7. Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Credit Agreement and unless in writing and signed by the Mortgagee. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by the Mortgagor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Mortgage or any other Loan Docu-

ment, no notice to or demand on the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances

SECTION 11.8. Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, if to the Mortgagor or the Mortgagee, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 11.8.

SECTION 11.9. GOVERNING LAW; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS MORTGAGE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR ITEM OR TYPE OF MORTGAGED PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE. MORTGAGOR AGREES THAT SERVICE OF PROCESS IN ANY PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO BORROWER AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE MORTGAGEE SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. IF ANY AGENT APPOINTED BY MORTGAGOR REFUSES TO ACCEPT SERVICE, MORTGAGOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF MORTGAGEE TO BRING PROCEEDINGS AGAINST MORTGAGOR IN THE COURTS OF ANY OTHER JURISDICTION. THE MORTGAGOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.10 Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 11.11. Relationship. The relationship of the Mortgagee to the Mortgagor hereunder is strictly and solely that of lender and borrower and mortgagor and mortgagee and nothing contained in the Credit Agreement, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership (including a mining partnership or otherwise), joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Mortgagee and the Mortgagor other than as lender and borrower and mortgagor and mortgagee.

SECTION 11.12. No Credit for Payment of Taxes or Impositions. The Mortgagor shall not be entitled to any credit against the principal, premium, if any, or interest payable under the Credit Agreement, and the Mortgagor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any Charge on the Mortgaged Property or any part thereof.

SECTION 11.13. No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Mortgagee in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

SECTION 11.14. Mortgagee's Right To Sever Indebtedness.

(i) The Mortgagor acknowledges that (A) the Mortgaged Property does not constitute the sole source of security for the payment and performance of the Secured Obligations and that the Secured Obligations are also secured by property of the Mortgagor and its Affiliates in other jurisdictions (all such property, collectively, the "Collateral"), (B) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific loan amount and to execute in respect of such item a separate credit agreement and (C) the Mortgagor intends that the Mortgagee have the same rights with respect to the Mortgaged Property, in foreclosure or otherwise, that the Mortgagee would have had if each item of Collateral had been secured, mortgaged or pledged pursuant to a separate credit agreement, mortgage or security instrument. In furtherance of such intent, the Mortgagor agrees that the Mortgagee may at any time by notice (an "Allocation Notice") to the Mortgagor allocate a portion (the "Allocated Indebtedness") of the Secured Obligations to the Mortgaged Property and sever from the remaining Secured Obligations the Allocated Indebtedness. From and after the giving of an Allocation Notice with respect to the Mortgaged Property, the Secured Obligations hereunder shall be limited to the extent set forth in the Allocation Notice and (as so limited) shall, for all purposes, be construed as a separate loan obligation of the Mortgagor unrelated to the other transactions contemplated by the Credit Agreement, any other Loan Document or any document related to any thereof. To the extent that the proceeds on any foreclosure of the Mortgaged Property shall exceed the Allocated Indebtedness, such proceeds shall belong to the Mortgagor and shall not be available hereunder to satisfy any Secured Obligations of the Mortgagor other than the Allocated Indebtedness. In any action or proceeding to foreclose the Lien hereof or in connection with any power of sale, foreclosure or other remedy exercised under this Mortgage commenced after the giving by the Mortgagee of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Secured Obligations hereby secured, and the Mortgagor may introduce, by way of defense or counterclaim, evidence thereof in any such action or proceeding. Notwithstanding any provision of this Section 11.14, the proceeds received by the Mortgagee pursuant to this Mortgage shall be applied by the Mortgagee in accordance with the provisions of Section 8.2(ii) hereof.

(ii) The Mortgagor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or hereafter in effect which provides that foreclosure of the Lien hereof or other remedy exercised under this Mortgage constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable a deficiency judgment or any subsequent remedy because the Mortgagee elected to proceed with a power of sale foreclosure or such other remedy or because of any failure by the Mortgagee to comply with laws that prescribe conditions to the entitlement to a deficiency judgment. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that the Mortgagee is not entitled to a deficiency judgment, the Mortgagor shall not (A) introduce in any other jurisdiction such judgment as a defense to enforcement against the Mortgagor of any remedy in the Credit Agreement or any other Loan Document or (B) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered.

(iii) In the event any instrument in addition to the Allocation Notice is necessary to effectuate the provisions of this Section 11.14, including, without limitation, any amendment to this Mortgage, any substitute promissory note or affidavit or certificate of any kind, Mortgagor agrees to execute all such amendments, notes, affidavits or certificates reasonably requested by Mortgagee and Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to, following and during the continuance of an Event of Default, execute, deliver or record such amendments, notes, affidavits or certificates in the name and on behalf of Mortgagor. Such power of attorney is coupled with an interest and is irrevocable.

(iv) Notwithstanding anything set forth herein to the contrary, the provisions of this Section 11.14 shall be effective only to the maximum extent permitted by law.

SECTION 11.15. Certain Waivers. With respect to its obligations under this Mortgage and the Loan Documents, Mortgagor waives any and all defenses and discharges available to a guarantor, surety, endorser or accommodation party, dependent upon its character as such, except the defense of payment. Mortgagor also expressly waives all rights of setoff and counterclaims, as well as diligence in collection or prosecution, presentment, demand of payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any Secured Obligation. Mortgagor also expressly waives notice of acceptance and the right to receive all other notices and demands of any kind relating to the Secured Obligations or the Credit Agreement. Mortgagor agrees that any right of subrogation, reimbursement, performance or indemnification as to payment or enforcement of any lien or security interest securing the Secured Obligations shall not be enforceable by Mortgagor until the Secured Obligations are paid in full. In addition to, and not in substitution or lieu of, all of the other waivers and releases contained herein from Mortgagor, Mortgagor hereby specifically, unconditionally and jointly and severally waives any and all defenses predicated upon: (i) change of ownership of any collateral covered by any mortgage, deed of trust or security agreement or other security instrument securing the Secured Obligations; (ii) acquiring additional collateral; (iii) substitution of different collateral in exchange or exchanges for part or parts of any original collateral; (iv) sale or other disposition, either in whole or in part, of any collateral for the Secured Obligations, without notice to Mortgagor unless otherwise required by applicable law; (v) the fact that there may be persons other than Mortgagor solvent and responsible for the payment of the Secured Obligations; (vi) release, death, dissolution, liquidation or termination of the existence of Borrower or any Guarantor; (vii)

Mortgagee obtaining, modifying or releasing guaranties of Borrower's Obligations from others which guaranties might be on terms different than the terms of this Mortgage or other Loan Document to which Mortgagor is a party and of which terms Mortgagor might not have any knowledge; (viii) an election of remedies; (ix) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, modification or other disposition of any Secured Obligation or any collateral therefore; (x) any acceptance or release of collateral for or guaranty of any Secured Obligation; (xi) any inability, failure, neglect or omission to realize upon or protect any Secured Obligation, or to obtain, perfect, enforce or realize upon any collateral therefore, or to exercise any Lien upon or right of appropriation of any moneys, credits or property to the liquidation of any Secured Obligation, or to pursue or obtain any deficiency judgment following any foreclosure of any other mortgage or deed of trust granted by or on behalf of Borrower or otherwise in favor of Mortgagee; (xii) any application of payments or credits upon the Secured Obligations required, before exercising its rights under this Mortgage, to first resort for the payment of any Secured Obligation to Borrower or any Guarantor, or other persons or entities or any collateral, property, Liens or other remedies or rights whatsoever; or (xiii) any other defenses based on suretyship or impairment of collateral. With respect to its obligations under this Mortgage, Mortgagor agrees not to exercise any right of contribution, recourse, subrogation or reimbursement available to Mortgagor against Borrower or any other person or entity or property unless and until all the Secured Obligations have been indefeasibly paid in full and there is no obligation of Mortgagee to make advances to Borrower or any other person under the Credit Agreement.

SECTION 11.16. Certain Agreements Mortgagor agrees that Mortgagee does not have to take any steps whatsoever to realize upon any collateral securing the Secured Obligations or to proceed against Borrower or any Guarantor or surety for the Secured Obligations either before or after proceeding against the Mortgaged Property; and Mortgagor waives any claim of marshalling of assets against Mortgagee or any collateral. Mortgagor also agrees that Mortgagee may do or refrain from doing any of the following without notice to, or the consent of, Mortgagor, without reducing or discharging Mortgagor's obligations under this Mortgage or any other Loan Document: (i) renew, amend, modify, extend or release any existing or future Secured Obligations (including making additional advances, or changing the interest rate or amount, time or manner of payment of any Secured Obligations), and make additional extensions of credit to Borrower (which will become additional Secured Obligations), regardless of when such modifications or additional extensions of credit are made, and regardless of whether they are similar to or different from any other Secured Obligations; (ii) amend, supplement and waive compliance with any of the provisions of documents evidencing or related to any of the Secured Obligations; (iii) settle, modify, release, compromise or subordinate any Secured Obligation, any collateral securing any Secured Obligation, or the liability of any other party responsible for payment of any Secured Obligation; and (iv) accept partial payments, and apply any payments and all other amounts received from Borrower or other Loan Parties, from liquidation of any collateral or from any Guarantor of the Secured Obligations (or any other amounts due to Mortgagee) in any manner that Mortgagee elects. Mortgagor also expressly agrees that Mortgagor's liability will not be reduced or discharged by Mortgagee's failure or delay in perfecting (or to continue perfection of) any security interest, mortgage or other Lien on any collateral securing the Secured Obligations, or to protect the value or condition of any such collateral.

SECTION 11.17. Obligations of Mortgagor, Joint and Several. If more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such persons and entities hereunder shall be joint and several.

ARTICLE XII.

MORTGAGED LEASES AND UNPAID CLAIMS

SECTION 12.1. Representations, Warranties and Covenants. Mortgagor represents and warrants to Mortgagee that (a) each Mortgaged Lease is unmodified and in full force and effect, (b) all rent and other charges therein have been paid to the extent they are payable to the date hereof, (c) Mortgagor enjoys the quiet and peaceful possession of the property demised or granted thereby, (d) Mortgagor is not in default under any of the terms thereof and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder, and (e) the lessor or grantor thereunder is not in default under any of the terms or provisions thereof on the part of the lessor or grantor to be observed or performed (but this statement is made for the benefit of and may only be relied upon by Mortgagee and Secured Parties). Mortgagor shall promptly pay, when due and payable, the rent and other charges payable pursuant to each Mortgaged Lease, and will timely perform and observe all of the other terms, covenants and conditions required to be performed and observed by Mortgagor as lessee or grantee under each Mortgaged Lease. Mortgagor shall notify Mortgagee in writing of any default by Mortgagor in the performance or observance of any terms, covenants or conditions on the part of Mortgagor to be performed or observed under each Mortgaged Lease within ten (10) days after Mortgagor knows of such default. Mortgagor shall, promptly following the receipt thereof, deliver a copy of any notice of default given to Mortgagor by the lessor pursuant to any Mortgaged Lease and promptly notify Mortgagee in writing of any default by the lessor or grantor in the performance or observance of any of the terms, covenants or conditions on the part of the lessor or grantor to be performed or observed thereunder. Unless required under the terms of any Mortgaged Lease, except as set forth in the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee (which may be granted or withheld in Mortgagee's sole and absolute discretion) (i) terminate, or surrender any Mortgaged Lease or, (ii) enter into any modification of the Mortgaged Lease which materially impairs the practical realization of the security interests granted by this Mortgage, and any such attempted termination, modification or surrender without Mortgagee's written consent shall be void. Mortgagor shall, within thirty (30) days after written request from Mortgagee, use commercially reasonable efforts to obtain from the lessor or grantor and deliver to Mortgagee a certificate setting forth the name of the tenant or grantee thereunder and stating that each Mortgaged Lease is in full force and effect, is unmodified or, if any Mortgaged Lease has been modified, the date of each modification (together with copies of each such modification), that no notice of termination thereof has been served on Mortgagor, stating that to the best of lessor's or grantor's knowledge, no default or event which with notice or lapse of time (or both) would become a default is existing under such Mortgaged Lease, stating the date to which rent and other charges thereunder have been paid, and specifying the nature of any defaults, if any, and containing such other statements and representations as may be reasonably requested by Mortgagee.

SECTION 12.2. No Merger; Acquisition; Power of Attorney. So long as any of the Secured Obligations remain unpaid or unperformed, the title to and/or the leasehold estate in the premises subject to each Mortgaged Lease and Unpatented Claim shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the lessor or grantor or Mortgagor, or in a third party, by purchase or otherwise. If Mortgagor acquires the fee title or any other estate, title or interest in the property demised by any Mortgaged Lease or Unpatented Claim, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. Mortgagor agrees to execute all instruments and documents that Mortgagee may reasonably require to ratify, confirm and further evidence the lien of this Mortgage on the acquired estate, title or interest. Furthermore, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute and deliver, following and during the continuance of an Event of Default, all such instruments and documents in the name and on behalf of Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as any portion of the Secured Obligations remains unpaid.

SECTION 12.3. New Leases. If any Mortgaged Lease shall be terminated prior to the natural expiration of its term due to default by Mortgagor or any Tenant or grantee thereunder and if, pursuant to the provisions of such Mortgaged Lease or Unpatented Claim, Mortgagee or its designee shall acquire from the lessor or grantor a new lease or claim of the premises subject to such Mortgaged Lease or Unpatented Claim, Mortgagor shall have no right, title or interest in or to such new lease, claim, the leasehold estate or other created thereby, or renewal privileges therein contained.

SECTION 12.4. No Assignment. Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of any Mortgaged Lease or Unpatented Claim within the meaning of any provision thereof prohibiting its assignment and Mortgagee shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. Mortgagee shall be liable for the obligations of the tenant arising out of any Mortgaged Lease or Unpatented Claim for only that period of time for which Mortgagee is in possession of the premises demised thereunder or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right title and interest therein.

SECTION 12.5. Treatment of Mortgaged Leases or Unpatented Claims in Bankruptcy.

(a) If any Landlord or grantor under any Mortgage Lease or Unpatented Claim rejects or disaffirms, or seeks or purports to reject or disaffirm, any such Mortgaged Lease or Unpatented Claim pursuant to any Bankruptcy Law, then Mortgagor shall not exercise the 365(h) Election (as hereinafter defined) except as otherwise provided in this paragraph. To the extent permitted by law, Mortgagor shall not suffer or permit the termination of a Mortgaged Lease or Unpatented Claim by exercise of the 365(h) Election or otherwise without Mortgagee's consent. Mortgagor acknowledges that because the Mortgaged Leases and Unpatented Claims are a primary element of Mortgagee's security for the Secured Obligations, it is not anticipated that Mortgagee would consent to termination of any Mortgaged Lease or Unpatented Claim. If

Mortgagor makes any 365(h) Election in violation of this Mortgage, then such 365(h) Election shall be void and of no force or effect.

(b) Mortgagor hereby assigns to Mortgagee the 365(h) Election with respect to each Mortgaged Lease or Unpatented Claim until the Secured Obligations have been satisfied in full. Mortgagor acknowledges and agrees that the foregoing assignment of the 365(h) Election and related rights is one of the rights that Mortgagee may use at any time to protect and preserve Mortgagee's other rights and interests under this Mortgage. Mortgagor further acknowledges that exercise of the 365(h) Election in favor of terminating any Mortgaged Lease or Unpatented Claim would constitute waste prohibited by this Mortgage.

(c) Mortgagor acknowledges that if the 365(h) Election is exercised in favor of Mortgagor's remaining in possession under a Mortgaged Lease or Unpatented Claim, then Mortgagor's resulting occupancy rights, as adjusted by the effect of Section 365 of the U.S. Bankruptcy Code, shall then be part of the Mortgaged Property and shall be subject to the lien of this Mortgage.

SECTION 12.6. Rejection of Mortgaged Lease(s) or Unpatented Claims by Landlord. If a Landlord under any Mortgaged Lease or Unpatented Claim rejects or disaffirms any such Mortgaged Lease or Unpatented Claim or purports or seeks to disaffirm any such Mortgaged Lease or Unpatented Claim pursuant to any Bankruptcy Law, then:

(a) Mortgagor shall remain in possession of the Premises demised under any such Mortgaged Lease or Unpatented Claim so rejected or disaffirmed and shall perform all acts necessary for Mortgagor to remain in such possession for the unexpired term of any such Mortgaged Lease or Unpatented Claim, whether the then existing terms and provisions of such Mortgaged Lease require such acts or otherwise; and

(b) All the terms and provisions of this Mortgage and the lien created by this Mortgage shall remain in full force and effect and shall extend automatically to all of Mortgagor's rights and remedies arising at any time under, or pursuant to, Section 365(h) of the U.S. Bankruptcy Code, including all of Mortgagor's rights to remain in possession of the Lease Premises.

SECTION 12.7. Assignment of Claims to Mortgagee. Mortgagor, immediately upon learning that a Landlord or grantor under any Mortgaged Lease or Unpatented Claim has failed to perform the terms and provisions thereunder (including by reason of a rejection or disaffirmance or purported rejection or disaffirmance of any such Mortgaged Lease or Unpatented Claim pursuant to any Bankruptcy Law), shall notify Mortgagee of any such failure to perform. Mortgagor unconditionally assigns, transfers, and sets over to Mortgagee any and all damage claims thereunder. This assignment constitutes a present, irrevocable, and unconditional assignment of all damage claims under the Mortgaged Leases or Unpatented Claims, and shall continue in effect until the Secured Obligations have been satisfied in full. Notwithstanding the foregoing, Mortgagee grants to Mortgagor a revocable license to exercise any such Mortgaged Lease or Unpatented Claim damage claims which license may only be revoked by Mortgagee upon the occurrence and during the continuance of any Event of Default.

SECTION 12.8. Unpatented Claims.

(a) Mortgagor has performed or caused to be performed any assessment and other work, and has paid all fees required by any Governmental Authority or required by law in order to maintain the Unpatented Claims and mill sites included within the Owned Premises. Mortgagor has performed or caused to be performed any required assessment work for the purposes of preserving or maintaining ownership of the Unpatented Claims in good faith belief of its validity as annual assessment work and in accordance with the standard of care of a reasonable mining company engaged in like work in the vicinity in which it is performed. Mortgagor has timely recorded with the appropriate county and filed with the appropriate United States agency any required affidavits, notices of intent to hold, and other documents in proper form attesting to the payment of governmental fees, the performance of assessment work or intent to hold the Unpatented Claims and mill sites, in each case in sufficient detail to reflect compliance with the requirements applicable to each claim and site.

(b) Mortgagor may: (i) locate, amend or relocate any unpatented mining claim or mill site, (ii) locate any fractions resulting from such amendment or relocation, (iii) apply for patents or mining leases or other forms of mineral tenure for any such Unpatented Claims or sites, (iv) abandon any Unpatented Claims for the purpose of locating mill sites or otherwise acquiring from the United States rights to the ground covered thereby, (v) abandon any unpatented mill sites for the purpose of locating mining claims or otherwise acquiring from the United States rights to the ground covered thereby, (vi) exchange with or convey to the United States any of the claims constituting the Owned Premises for the purpose of acquiring rights to the ground covered thereby or other adjacent ground and (vii) convert any Unpatented Claims or unpatented mill sites into one or more leases or other forms of mineral tenure pursuant to any law hereafter enacted, provided that any such newly located, amended, relocated, or converted claim or site, patent, lease or other form of mineral tenure, or any form of mineral tenure received in an exchange or through a conversion pursuant to any law hereafter enacted shall for all purposes be included within the definition of Owned Premises for all purposes of this Mortgage as is specifically listed herein and on the Schedules attached hereto and incorporated herein by reference.

(c) Mortgagor represents and warrants to Mortgagee that (a) Mortgagor enjoys the quiet and peaceful possession of the Unpatented Claims, (b) Mortgagor is in full compliance with all Requirements of Law regarding the Unpatented Claims, and (c) Mortgagor is not in default or violation under any Requirements of Law. Mortgagor shall promptly pay, when due and payable, the maintenance fees and all other Charges payable pursuant to the Requirements of Law regarding the Unpatented Claims. Mortgagor shall notify Mortgagee in writing of any default or violation by Mortgagor in the performance or observance of any act required by law on the part of Mortgagor to be performed or observed regarding the Unpatented Claims within ten (10) days after Mortgagor knows of such default or violation. Mortgagor shall, promptly following the receipt thereof, deliver a copy of any notice of default or violation given to Mortgagor regarding the Unpatented Claim and promptly notify Mortgagee in writing of any default by the lessor or grantor in the performance or observance of any of the terms, covenants or conditions under applicable Requirements of Law.

ARTICLE XIII.

LEASESSECTION 13.1. Mortgagor's Affirmative Covenants with Respect to Leases.

With respect to each Lease the Mortgagor shall:

- (i) observe and perform in all material respects all the obligations imposed upon the Landlord under such Lease;
- (ii) promptly send copies to the Mortgagee of all notices of default which the Mortgagor shall send or receive thereunder; and
- (iii) enforce all of the material terms, covenants and conditions contained in such Lease upon the part of the Tenant thereunder to be observed or performed.

SECTION 13.2. Mortgagor's Negative Covenants with Respect to Leases.

With respect to each Lease, the Mortgagor shall not, without the prior written consent of the Mortgagee:

- (i) receive or collect, or permit the receipt or collection of, any Rent under such Lease more than three (3) months in advance of the respective period in respect of which such Rent is to accrue except:
 - (A) in connection with the execution and delivery of such Lease (or of any amendment to such Lease), Rent thereunder may be collected and received in advance in an amount not in excess of three (3) months Rent;
 - (B) the amount held by Landlord as a reasonable security deposit thereunder; and
 - (C) any amount received and collected for escalation and other charges in accordance with the terms of such Lease;
- (ii) assign, transfer or hypothecate (other than to the Mortgagee hereunder) any Rent under such Lease whether then due or to accrue in the future or the interest of the Mortgagor as Landlord under such Lease;
- (iii) enter into any amendment or modification of any Lease if the same would not comply with clause (b) of the definition of Permitted Collateral Liens or could reasonably be expected to result in a Property Material Adverse Effect;
- (iv) terminate (whether by exercising any contractual right of the Mortgagor to recapture leased space or otherwise) or permit the termination of such Lease or accept surrender of all or any portion of the space demised under such Lease prior to the end of the term thereof or accept assignment of such Lease to the Mortgagor unless the same would not cause a Property Material Adverse Effect or;

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(v) waive, excuse, condone or in any manner discharge or release any Tenants of or from the obligations of such Tenants under their respective Leases or guarantors of Tenants from obligations under any guarantees of the Leases unless the same would not cause a Property Material Adverse Effect.

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and delivered under seal the day and year first above written.

THOMPSON CREEK MINING CO., a
Colorado corporation

By: *D Price*
Name: Derek Price
Title: Vice President Finance and
Chief Financial Officer

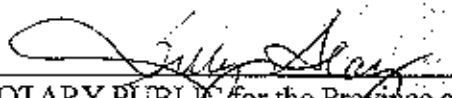
CYPRUS THOMPSON CREEK MINING
COMPANY, a Nevada corporation

By: *D Price*
Name: Derek Price
Title: Vice President Finance and
Chief Financial Officer

PROVINCE OF ONTARIO)
) ss.
 CITY OF TORONTO)

On this 25th day of October, in the year 2006, before me, a Notary Public in and for the Province of Ontario, Canada, personally appeared DEREK PRICE, known or identified to me to be the VICE PRESIDENT FINANCE AND CHIEF FINANCIAL OFFICER, of THOMPSON CREEK MINING CO., a Colorado corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

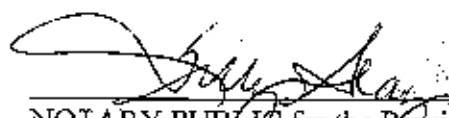
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


 NOTARY PUBLIC for the Province of
 Ontario, Canada
 My commission expires: N/A

PROVINCE OF ONTARIO)
) ss.
 CITY OF TORONTO)

On this 25th day of October, in the year 2006, before me, a Notary Public in and for the Province of Ontario, Canada, personally appeared DEREK PRICE, known or identified to me to be the VICE PRESIDENT FINANCE AND CHIEF FINANCIAL OFFICER of CYPRUS THOMPSON CREEK MINING COMPANY, a Nevada corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


 NOTARY PUBLIC for the Province of
 Ontario, Canada
 My commission expires: N/A

Schedule A — Legal Description

Land

1. Patented Lode Mining Claims (Further described on Exhibit C)

a. CM Patented Claims

11 Patented Lode Mining Claims located in Township 11 and 12 North, Range 16 East, Boise Meridian, designated by Survey No. 3617, U.S. Patent No. 11-76-0076, recorded August 30, 1976 as instrument No. 142801, records of Custer County, Idaho, and known as CM #2 - #5, CM #11 - #14, CM #19 - #21.

b. Debit Patented Claims

2 Patented Mining Claims located in Township 11 North, Range 16 East, Section 3 and in Township 12 North, Range 16 East, Sections 34 and 35, Boise Meridian, designated by Survey No. 3650, U.S. Patent 11-86-0056, recorded May 6, 1986 as instrument No. 176719, records of Custer County, Idaho, and known as Debit and Debit No. 3

2. Patented Mill Sites (Further described on Exhibit C)

a. MS Patented Millsites

53 Patented Millsites located in Sections 1, 2 and 12 of Township 11 North, Range 16 East, Boise Meridian. U.S. Patent No. 11-85-0023, recorded February 14, 1985, as instrument No. 173321, records of Custer County, Idaho, and known as MS-1-100 - 104, 112 - 117, 122 - 126, and MS-2-35 - 38, 60 - 62, 68, 92 - 93, 97 - 101, 127, 128, and MS-12-3 - 15, 26 - 30, 36, 37, containing 265 acres, m/l.

b. MS Patented Millsites

426 Patented Millsites located in Township 11 North, Range 16 East, Township 11 North, Range 17 East, Township 12 North, Range 16 East, and Township 12 North, Range 17 East, Boise Meridian. Patent No. 11-2000-002, recorded October 11, 2000, as instrument No. 221783, records of Custer County, Idaho, and dated September 6, 2000, containing 2,130 acres, m/l.

3. Unpatented Mining Claims (Further described on Exhibit D)

4. Fee Lands from United States Department of Agriculture - Forest Service (Further described on Exhibit C)

Deed dated November 15, 2005, the United States, acting through the USDA-FS, 35.90 acres, m/l to Thompson Creek Mining Company located in Township 12 North, Range 16 East, Boise Meridian, Section 34: Lots 3, 4, 5, and 7 also described as SW/4NE/4SE/4 NE/4SW/4SE/4. This parcel was formerly covered by, and is sometimes described as, the Millsites in Bayhorse Mining District, Custer County, Idaho, listed as Parcel 3 on Exhibit C.

5. Fee Lands - Thompson Creek Area

a. John D. Hutchinson Property

Township 11 North, Range 16 East, Boise Meridian

Section 25: A fraction of Lot 5

Assessors Parcel No. TR 73-22 containing 1.64 acres, m/l

b. Allen Getty Property (with house)

Township 11 North, Range 16 East, Boise Meridian

Section 25: A portion of Lot 6

Assessors Parcel No. TR 81-7 containing 1.00 acres, m/l

c. Allen Getty Property 2

Township 11 North, Range 16 East, Boise Meridian

Section 25: Portions of Lots 5 and 6

Assessors Parcel T-1627 and T 80-32 containing 24.46 acres, m/l

6. Fee Land - Squaw Creek Area

a. Thomas Realty Co. Property

Township 11 North, Range 17 East, Boise Meridian

Section 16: Lot 1

Also referred to as NW/4SW/4 Sec 16 containing 40.00 acres, m/l

b. L. W. Minford Property

Township 11 North, Range 17 East, Boise Meridian

Section 16: Lot 59

That portion of the Mollie D Patented Mining Claim East of the West boundary line of Section 16.

c. Thomas Chivers Property

Township 11 North, Range 17 East, Boise Meridian

Section 16: SW/4SE/4, SE/4SW/4

Section 21: W/2NE/4

containing 160.00 acres, m/l

d. Merle S. Hill Property

Township 11 North, Range 17 East, Boise Meridian

Section 9: W/2SW/4
 Section 16: W/2NW/4
 containing 160.00 acres, m/l

e. C. R. Boge Property

Township 11 North, Range 17 East, Boise Meridian
 Section 21: S/2SE/4, NW/4SE/4
 Section 27: Lots 6 and 9 (Assessors Tract 83-78)
 Section 28: NE/4NE/4, NW/4NE/4 (Assessor Tracts 322, 1234, 1237)
 containing 341.43 acres, m/l

f. Black Property (a.k.a. River Property)

Township 11 North, Range 17 East, Boise Meridian
 Section 27: Lot 12 lying North of U.S. Highway 75
 Section 28: Lot 11 lying North of U.S. Highway 75
 containing 2.89 acres, m/l

g. Ralph MacFee Property

Township 11 North, Range 17 East, Boise Meridian
 Section 27: A parcel of land located in U.S. Government Lot 12 referred to as the
 Accrow Bridge Property.
 Containing 0.1610 acres, m/l

h. Homestead Mine - Sullivan Ranch

Thompson Creek Mining Company acquired the following described lands by General
 Warranty Deed dated May 26, 2005;
 Township 11 North, Range 17 East, Boise Meridian
 Portions of Sections 8, 9, 16, and 17
 Mineral Survey No. 3149 containing 61.9 acres m/l
 Mineral Survey No. 3150 containing 11.9 acres, m/l

The following described lands were acquired by Bargain and Sale Deed dated May 26,
 2005, and cover the mineral estate only;
 Township 11 North, Range 17 East, Boise Meridian
 Section 9: W/2SW/4
 Section 16: W/2 NW/4
 containing 160 mineral acres, m/l.

7. City of Challis Town Site Properties

- a. 710 13th Street, Lot 1, Block 4, Southern Addition (aka Felts House)
- b. 730 13th Street, Lot 2, Block 4, Southern Addition (aka Guest House)

- c. Block 3 Lot 13, Southern Addition containing 6.22 acres, m/l.
- d. Township 14 North, Range 19 East, Boise Meridian
Section 34: S/2NW/4 - Assessor Parcel - Track 94-27
East Valley Drive Property
- e. Block 8, Lots 1 and 2, Southern Addition containing 8.020 acres, m/l.
aka Bus Parking Lot
- f. Block 22 Lot 2, Eastern Addition containing 3.20 acres, m/l.

8. Challis Agricultural Lands

Township 14 North, Range 19 East, Boise Meridian
Portions of Sections 33 and 34 containing 232.03 acres m/l.

Subject to a grazing lease agreement covering 198 acres, m/l

Schedule BMortgaged Leases**Cinnabar Leasehold Interest in Lode Claims**

5 unpatented lode mining claims located in Section 19 of Township 12 North, Range 17 East, Boise Meridian, which are held under the terms of the Cinnabar Mining Lease dated June 29, 1996, for a primary term of ten years. The Cinnabar Lease is being extended for an additional ten year term and covers the following claims described as follows;

<u>Claim Name</u>	<u>Recording No.</u>	<u>Amended</u>	<u>BLM Serial No.</u>
CINNABAR #1	126713	150814	IMC 17941
THELMA	126716	150815	IMC 17942
MATILDA	126717	150812	IMC 17943
AILEEN	126714	150813	IMC 17944
TINA	126715	150811	IMC 17945

Schedule CPatented Claims**PARCEL 1:**

LODE MINING CLAIMS, SURVEY NO. 3617, BAYHORSE MINING DISTRICT
CUSTER COUNTY, IDAHO

CM#2	CM#3
CM#4	CM#5
CM#11	CM#12
CM#13	CM#14
CM#19	CM#20
CM#21	

EMBRACING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 12
NORTH, RANGE 16 EAST BOISE MERIDIAN, CUSTER COUNTY IDAHO.

AND

A FRACTION OF SECTION 2 AND 3 TOWNSHIP 11 NORTH, RANGE 16
EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

RECORDED AUGUST 30, 1976 AS INSTRUMENT NO. 142801, RECORDS
OF CUSTER COUNTY, IDAHO. PATENT NUMBER 11-76-0076

PARCEL 2;

LODE MINING CLAIMS, SURVEY NO. 3650, BAYHORSE MINING DISTRICT
CUSTER COUNTY, IDAHO

DEBIT DEBIT NO. 3

EMBRACING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 12
NORTH, RANGE 16 EAST, BOISE MERIDIAN CUSTER COUNTY, IDAHO.

AND

A PORTION OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 16 EAST,
BOISE MERIDIAN, CUSTER COUNTY, LOCATED IN THE BAYHORSE
MINING DISTRICT CUSTER COUNTY, IDAHO.

RECORDED May 6, 1986 AS INSTRUMENT NO. 176719 RECORDS OF
CUSTER COUNTY, IDAHO. PATENT NUMBER 11-86-0056

PARCEL 2: - Continued

MILL SITES, R.S. 2337, as amended 30 U.S.C. 42a; BAYHORSE MINING DISTRICT
CUSTER COUNTY IDAHO

MS-1-100	MS-1-101	MS-1-102
MS-1-103	MS-1-104	MS-1-112
MS-1-113	MS-1-114	MS-1-115
MS-1-116	MS-1-117	MS-1-122
MS-1-123	MS-1-124	MS-1-125
MS-1-126	MS-2-35	MS-2-36
MS-2-37	MS-2-38	MS-2-60
MS-2-61	MS-2-62	MS-2-68
MS-2-92	MS-2-93	MS-2-97
MS-2-98	MS-2-99	MS-2-100
MS-2-101	MS-2-127	MS-2-128
MS-12-3	MS-12-4	MS-12-5
MS-12-6	MS-12-7	MS-12-8
MS-12-9	MS-12-10	MS-12-11
MS-12-12	MS-12-13	MS-12-14
MS-12-15	MS-12-26	MS-12-27
MS-12-28	MS-12-29	MS-12-30
MS-12-36	MS-12-37	

FURTHER DESCRIBED AS FOLLOWS:

TOWNSHIP 11 NORTH RANGE 16 EAST, BOISE MERIDIAN, CUSTER COUNTY,
IDAHO.

SECTION 1: $W\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$.

SECTION 2: $NE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}W\frac{1}{4}NE\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$.

SECTION 12: $W\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$.

RECORDED February 14, 1985, AS INSTRUMENT NO. 173321, RECORDS
OF CUSTER COUNTY, IDAHO. PATENT NUMBER 11-76-0076

PARCEL 2: - Continued

MILL SITES SITUATED IN THE BAYHORSE MINING DISTRICT, CUSTER COUNTY
IDAHO:

MS-1-L15	MS-1-L16	MS-1-L17
MS-1-L18	MS-1-L19	MS-1-L20
MS-1-27	MS-1-28	MS-1-29
MS-1-33	MS-1-38	MS-1-39
MS-1-59	MS-1-60	MS-1-61
MS-1-62	MS-1-63	MS-1-64
MS-1-67	MS-1-68	MS-1-69
MS-1-90	MS-1-91	MS-1-92
MS-1-93	MS-2-L5	MS-2-L6
MS-2-L7	MS-2-L8	MS-2-L9
MS-2-L10	MS-2-L18	MS-2-L19
MS-2-L20	MS-2-L21	MS-2-L22
MS-2-L23	MS-2-L24	MS-2-L25
MS-2-L26	MS-2-L27	MS-2-L28
MS-2-L29	MS-2-L30	MS-2-L31
MS-2-25	MS-2-57	MS-2-58
MS-2-59	MS-2-69	MS-2-70
MS-2-71	MS-2-72	MS-2-73
MS-2-74	MS-2-85	MS-2-86
MS-2-87	MS-2-88	MS-2-89
MS-2-90	MS-2-91	MS-2-102
MS-2-103	MS-2-104	MS-2-105
MS-2-106	MS-2-107	MS-2-108
MS-2-109	MS-2-110	MS-2-111
MS-2-112	MS-2-113	MS-2-114
MS-2-115	MS-2-116	MS-2-117
MS-2-118	MS-2-119	MS-2-120
MS-2-121	MS-2-122	MS-2-123
MS-2-124	MS-2-125	MS-2-126
MS-3-L8	MS-3-L9	MS-3-L10
MS-3-L11	MS-3-L12	MS-3-L13
MS-3-L14	MS-3-L15	MS-3-L16
MS-3-L17	MS-3-L18	MS-3-L19
MS-3-L20	MS-3-L21	MS-3-L22
MS-3-L23	MS-3-20	MS-3-21
MS-3-22	MS-3-23	MS-3-24
MS-3-36	MS-3-37	MS-3-38

MS-3-39

MS-3-40

MS-3-41

PARCEL 2: - Continued

MS-3-42	MS-3-43	MS-3-44
MS-3-45	MS-3-46	MS-3-49
MS-3-50	MS-3-51	MS-3-52
MS-3-53	MS-3-54	MS-3-55
MS-3-56	MS-3-57	MS-3-58
MS-3-59	MS-3-60	MS-3-61
MS-3-67	MS-3-68	MS-3-69
MS-3-70	MS-3-71	MS-3-72
MS-3-73	MS-3-74	MS-3-75
MS-3-76	MS-3-94	MS-3-95
MS-3-96	MS-3-97	MS-3-128
MS-4-65	MS-4-66	MS-4-94
MS-4-95	MS-6-L16	MS-6-L17
MS-6-L18	MS-6-L19	MS-6-L20
MS-6-L21	MS-6-L22	MS-6-L23
MS-6-L25	MS-6-18	MS-6-19
MS-6-20	MS-6-21	MS-6-22
MS-6-23	MS-6-24	MS-6-25
MS-6-26	MS-6-27	MS-6-43
MS-6-44	MS-6-45	MS-6-46
MS-6-47	MS-6-51	MS-6-52
MS-6-53	MS-6-54	MS-11-1
MS-11-2	MS-11-3	MS-11-4
MS-11-5	MS-11-6	MS-11-7
MS-11-8	MS-11-9	MS-11-10
MS-11-24	MS-11-25	MS-11-26
MS-11-27	MS-11-28	MS-11-29
MS-11-30	MS-11-31	MS-11-32
MS-11-35	MS-11-36	MS-11-37
MS-11-38	MS-11-39	MS-11-87
MS-25-87	MS-25-88	MS-25-103
MS-25-104	MS-25-105	MS-25-106
MS-25-121	MS-25-122	MS-25-123
MS-25-124	MS-31-L3	MS-31-L4
MS-31-L5	MS-31-L6	MS-31-L7
MS-31-L8	MS-31-47	MS-31-50
MS-31-51	MS-31-52	MS-31-76
MS-31-77	MS-31-78	MS-31-79
MS-31-82	MS-31-83	MS-31-84
MS-31-85	MS-31-86	MS-31-106

PARCEL 2: - Continued

MS-31-107	MS-31-108	MS-31-109
MS-31-110	MS-31-111	MS-31-114
MS-31-115	MS-31-116	MS-31-117
MS-31-118	MS-31-119	MS-31-120
MS-34-L2	MS-34-L6	MS-34-L8
MS-34-28	MS-34-29	MS-34-30
MS-34-31	MS-34-32	MS-34-33
MS-34-34	MS-34-35	MS-34-36
MS-34-37	MS-34-38	MS-34-39
MS-34-40	MS-34-41	MS-34-42
MS-34-43	MS-34-51	MS-34-52
MS-34-53	MS-34-54	MS-34-55
MS-34-56	MS-34-57	MS-34-58
MS-34-59	MS-34-60	MS-34-61
MS-34-62	MS-34-63	MS-34-64
MS-34-65	MS-34-66	MS-34-67
MS-34-68	MS-34-69	MS-34-70
MS-34-71	MS-34-72	MS-34-73
MS-34-74	MS-34-75	MS-34-76
MS-34-77	MS-34-78	MS-34-79
MS-34-82	MS-34-83	MS-34-84
MS-34-85	MS-34-86	MS-34-87
MS-34-88	MS-34-89	MS-34-90
MS-34-91	MS-34-92	MS-34-103
MS-34-104	MS-34-105	MS-34-106
MS-34-107	MS-34-108	MS-34-109
MS-34-110	MS-34-111	MS-34-116
MS-34-117	MS-34-118	MS-34-119
MS-34-120	MS-34-121	MS-34-122
MS-35-L3	MS-35-L4	MS-35-14
MS-35-15	MS-35-16	MS-35-17
MS-35-18	MS-35-19	MS-35-20
MS-35-45	MS-35-46	MS-35-47
MS-35-48	MS-35-49	MS-35-50
MS-35-79	MS-35-80	MS-35-81
MS-35-82	MS-35-83	MS-35-84
MS-35-85	MS-35-86	MS-35-87
MS-35-88	MS-35-104	MS-35-105

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MS-35-106
MS-35-109MS-35-107
MS-35-110MS-35-108
MS-35-111**PARCEL 2: - Continued**

MS-35-114	MS-35-115	MS-35-116
MS-35-117	MS-35-118	MS-35-119
MS-35-120	MS-36-3	MS-36-4
MS-36-5	MS-36-6	MS-36-7
MS-36-8	MS-36-26	MS-36-27
MS-36-28	MS-36-29	MS-36-30
MS-36-31	MS-36-32	MS-36-33
MS-36-34	MS-36-35	MS-36-36
MS-36-37	MS-36-38	MS-36-39
MS-36-58	MS-36-59	MS-36-60
MS-36-61	MS-36-62	MS-36-63
MS-36-64	MS-36-65	MS-36-66
MS-36-67	MS-36-68	MS-36-69
MS-36-70	MS-36-71	MS-36-86
MS-36-87	MS-36-88	MS-36-89
MS-36-90	MS-36-91	MS-36-92
MS-36-93	MS-36-94	MS-36-95
MS-36-96	MS-36-97	MS-36-98
MS-36-99	MS-36-100	MS-36-101
MS-36-102	MS-36-103	MS-36-104
MS-36-105	MS-36-106	MS-36-119
MS-36-120	MS-36-121	MS-36-122
MS-36-123	MS-36-124	MS-36-125
MS-36-126	MS-36-127	MS-36-128

THOSE PORTIONS OF THE ABOVE DESCRIBED MILLSITES FURTHER
DESCRIBED AS FOLLOWS:

TOWNSHIP 11 NORTH, RANGE 16 EAST, BOISE MERIDIAN, CUSTER COUNTY,
IDAHO

SECTION 1: Lots 15 to 20, inclusive, NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$
SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$,
NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$,
E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$.

SECTION 2: Lots 5 to 10, inclusive and Lots 18 to 31 inclusive, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$,
SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$
NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

PARCEL 2: - Continued

SECTION 3: Lots 8 to 23, inclusive, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

SECTION 4: NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 11: N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 11 NORTH RANGE 17 EAST, BOISE MERIDIAN CUSTER COUNTY, IDAHO

SECTION 6: Lots 16 to 23 inclusive, and lot 25, SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 12 NORTH, RANGE 16 EAST BOISE MERIDIAN CUSTER COUNTY, IDAHO

SECTION 25: SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 34: Lots 2, 6 & 8, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$.

SECTION 35: Lots 3 and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL 2: - Continued

SECTION 36: NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$,
E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$,
SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$
NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

TOWNSHIP 12 NORTH RANGE 17 EAST, BOISE MERIDIAN CUSTER COUNTY,
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SECTION 31: Lots 3 to 8, inclusive, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$,
E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

RECORDED OCTOBER 11, 2000, AS INSTRUMENT NO. 221783, RECORDS
OF CUSTER COUNTY, IDAHO. PATENT NUMBER 11-2000-0024

PARCEL 3:

MILL SITES. BAYHORSE MINING DISTRICT. CUSTER COUNTY, IDAHO

MS-34-L3	MS-34-L4	MS-34-L5
MS-34-L7	MS-34-93	MS-34-94
MS-34-101	MS-34-102	

FURTHER DESCRIBED AS FOLLOWS:

TOWNSHIP 12 NORTH, RANGE 16 EAST, BOISE MERIDIAN CUSTER COUNTY
IDAHO

SECTION 34: LOTS 3, 4, 5, AND 7 SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$.

RECORDED FEBRUARY 9, 2006, AS INSTRUMENT NO. 233333, RECORDS
OF CUSTER COUNTY, IDAHO.

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Schedule D

Unpatented Claims

Unpatented Lode Mining Claims and Millsites Located in the Bayhorse Mining District, County of Custer, State of Idaho:

<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
MS-26-113	184844		IMC121780
MS-26-114	184845		IMC 121781
MS-26-115	184846		IMC 121782
MS-34-1	184840		IMC 121783
MS-34-2	184841		IMC 121784
MS-34-3	184842		IMC 121785
MS-34-4	184843		IMC 121786
MS-34-28, N/2	184860		IMC 121787
MS-34-29, N/2	184821		IMC 121788
MS-34-45	184937		IMC 122021
MS-34-44	184847		IMC 121803
MS-34-43, N/2	184848		IMC 121802
MS-34-42, N/2	184849		IMC 121801
MS-34-51, W/2	185000		IMC 122022
MS-34-79, N/2	184998		IMC 122050
MS-34-111, S/2	184994		IMC 122062
MS-34-114	184992		IMC 122063
MS-34-115	184993		IMC 122064
MS-35-16, N/2	184829		IMC 121808
MS-35-15, N/2	184830		IMC 121807
MS-35-14, N/2	184831		IMC 121806
MS-35-13	184832		IMC 121805
MS-35-21	184835		IMC 121813
MS-35-45, S/2	185009		IMC 123426
MS-35-44	184839		IMC 121814
MS-35-51	184989		IMC 122068
MS-35-78	185013		IMC 122069
MS-35-89	184939		IMC 122076
MS-35-104, S/2	184855		IMC 121821
MS-35-121	184934		IMC 121825
MS-25-103, N/2	184559		IMC 121630
MS-25-102	184558		IMC 121629
MS-31-47, N/2	178382		IMC 160693
MS-6-115	180317		IMC 114402
MS-6-124	185019		IMC 122019

SCHEDULE D" CONT.

PAGE 2

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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
MS-1-L14	184555		IMC 121640
MS-1-29, S/2	184932		IMC 121994
MS-1-30	184931		IMC 121995
MS-1-31	184930		IMC 121996
MS-1-32	184929		IMC 121997
MS-1-33, N/2	184807		IMC 121750
MS-1-37	184804		IMC 121754
MS-1-36	184805		IMC 121753
MS-1-35	184806		IMC 121752
MS-1-34	184808		IMC 121751
MS-1-63, N/2	184801		IMC 121761
MS-3-L6	185004		IMC 122007
MS-3-L7	185005		IMC 122008
MS-3-18	185002		IMC 122009
MS-3-19	185003		IMC 122010
MS-3-20 W/2	178209		IMC 111920
MS-3-49 N/2	184706		IMC 122011
MS-3-46, W/2	185001		IMC 121676
MS-3-80	184711		IMC 121681
MS-3-78	184710		IMC 121680
MS-3-77	184709		IMC 121679
MS-3-76, S/2	184708		IMC 121678
MS-3-75, S/2	184707		IMC 121677
MS-3-85	184871		IMC 121765
MS-3-86	184870		IMC 121766
MS-3-87	184869		IMC 121767
MS-3-88	184868		IMC 121768
MS-3-89	184867		IMC 121769
MS-3-97, W/2	177261		IMC 110525
MS-3-128, W/2	177262		IMC 110526
MS-4-95, S/2	184702		IMC 121685
MS-4-65, S /2	184705		IMC 121682
MS-11-11	184651		IMC 121696
MS-11-12	184652		IMC 121697
MS-11-21	184653		IMC 121698
MS-11-22	184654		IMC 121699
MS-11-23	184655		IMC 121700
MS-11-31, S/2	184663		IMC 121708
MS-11-32, S/2	184664		IMC 121709
MS-11-33	184665		IMC 121710
SCHEDULE "D" CONT.			PAGE 3

<u>CLAIM NAME</u> <u>NO.</u>	<u>ORIGINAL</u> <u>RECORDATION</u> <u>RECEPTION NO.</u>	<u>AMENDED</u> <u>RECORDATION</u> <u>RECEPTION NO.</u>	<u>BLM</u> <u>SERIAL</u>
MS-11-34	184666		IMC 121711
MS-11-35, S/2	184667		IMC 121712
MS-11-36, S/2	184668		IMC 121713
MS-11-40	184672		IMC 121717
MS-11-41	184673		IMC 121718
MS-11-42	184674		IMC 121719
MS-11-43	184675		IMC 121720
MS-11-44	184676		IMC 121721
MS-11-54	184677		IMC 121722
MS-11-55	184678		IMC 121723
MS-11-56	184679		IMC 121724
MS-11-57	184680		IMC 121725
MS-11-58	184681		IMC 121726
MS-11-59	184682		IMC 121727
MS-11-60	184683		IMC 121728
MS-11-61	184684		IMC 121729
MS-11-62	184685		IMC 121730
MS-11-63	184686		IMC 121731
MS-11-64	184687		IMC 121732
MS-11-65	184692		IMC 121733
MS-11-66	184693		IMC 121734
MS-11-67	184694		IMC 121735
MS-11-68	184695		IMC 121736
MS-11-69	184696		IMC 121737
MS-11-70	184697		IMC 121738
MS-11-71	184698		IMC 121739
MS-11-72	184699		IMC 121740
MS-11-73	184700		IMC 121741
MS-11-74	184701		IMC 121742
MS-11-86	184688		IMC 121743
MS-11-107	184691		IMC 121746
MS-11-106	184690		IMC 121745
MS-12-49	184640		IMC 121748
MS-12-16	184639		IMC 121747
NE 6	131263		IMC 1500
TS-41	144191		IMC 1000
TS-42	144192		IMC 1001
TS-43	144193		IMC 1002
TS-44	144194		IMC 1003
TS-45	144195		IMC 1004
SCHEDULE "D" CONT.			PAGE 4

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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
TS-46	144196		IMC 1005
TS-47	144197		IMC 1006
TS-48	144198		IMC 1007
TS-49	144199		IMC 1008
TS-50	144200		IMC 1009
TS-51	144201		IMC 1010
TS-52	144108		IMC 1011
TS-53	144109		IMC 1012
TS-54	144110		IMC 1013
TS-55	144111		IMC 1014
TS-56	144112		IMC 1015
TS-57	144113		IMC 1016
TS-58	144114		IMC 1017
TS-59	144115		IMC 1018
TS-60	144116		IMC 1019
TS-61	144117		IMC 1020
TS-62	144118	169195	IMC 1021
TS-63	144065		IMC 1022
TS-64	144066		IMC 1023
TS-65	144067		IMC 1024
TS-66	144068		IMC 1025
TS-67	144069		IMC 1026
TS-68	144070		IMC 1027
TS-69	144071		IMC 1028
TS-70	144072		IMC 1029
TS-71	144073		IMC 1030
TS-72	144074		IMC 1031
TS-73	144075		IMC 1032
TS-74	144076		IMC 1033
TS-75	144077		IMC 1034
TS-76	144078		IMC 1035
TS-77	144079		IMC 1036
TS-78	144080		IMC 1037
N.W.-24 FRACTION	144378		IMC 1038
N.W.-40 FRACTION	144377		IMC 1039
N.W.-41 FRACTION	144376		IMC 1040
NN 1	131229		IMC 1318
NN 2	131230		IMC 1319
NN 3	131231		IMC 1320
NN 4	131232		IMC 1321
SCHEDULE "D" CONT.			PAGE 5

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<u>CLAIM NAME</u>	<u>RECORDATION RECEPTION NO.</u>	<u>RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
NN 5	131233		IMC 1322
NN 6	131234		IMC 1323
NN 7	131235		IMC 1324
NN 8	131236		IMC 1325
NN 9	131237		IMC 1326
NN 10	131238		IMC 1327
NN 11	131239		IMC 1328
NN 12	131240		IMC 1329
NN 13	131241		IMC 1330
NN 14	131242		IMC 1331
NN 15	131243		IMC 1332
NN 16	131244		IMC 1333
NN 17	131245		IMC 1334
NN 20	131246		IMC 1335
NN 21	131247		IMC 1336
NN 22	131248		IMC 1337
NN 23	131249		IMC 1338
NN 24	131250		IMC 1339
NN 25	131251		IMC 1340
NN 26	131252		IMC 1341
NN 27	131253		IMC 1342
NN 28	131254		IMC 1343
NN 29	131255		IMC 1344
NN 30	131256		IMC 1345
NN 31	131257		IMC 1346
CH-NO. 1	130187	131485	IMC 1347
CH-NO. 2	130188	131486	IMC 1348
CH-NO. 3	130189	131487	IMC 1349
CH-NO. 4	130190	131488	IMC 1350
CH-NO. 5	130191	131489	IMC 1351
CH-NO. 6	130192	131490	IMC 1352
CH-NO. 7	130193	131491	IMC 1353
CH-NO. 8	130194	131492	IMC 1354
CH-NO. 9	130195	131493	IMC 1355
CH-NO. 10	130196		IMC 1356
CH-NO. 11	130197		IMC 1357
CH-NO. 12	130198		IMC 1358
CH-NO. 13	130199		IMC 1359
CH-NO. 14	130200		IMC 1360
CH-NO. 15	130201		IMC 1361
SCHEDULE "D" CONT.			PAGE 6

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<u>CLAIM NAME</u>	<u>RECEPTION NO.</u>	<u>RECEPTION NO.</u>	<u>SERIAL NO.</u>
CH-NO. 16	130202		IMC 1362
CH-NO. 17	130203		IMC 1363
CH-NO. 18	130204		IMC 1364
CH-NO. 19	130990	169206	IMC 1365
CH-NO. 20	130991	169207	IMC 1366
CH-NO. 21	130992	169208	IMC 1367
CH-NO. 22	130993	169209	IMC 1368
CH-NO. 23	130994	169210	IMC 1369
CH-NO. 24	131494	169211	IMC 1370
CH-NO. 25	136303		IMC 1371
CH-NO. 26	136304		IMC 1372
CH-NO. 27	136305	169212	IMC 1373
CH-NO. 28	136306	169213	IMC 1374
CH-NO. 29	136307		IMC 1375
CH-NO. 30	136308		IMC 1376
CH-NO. 31	136309		IMC 1377
CH-NO. 32	136310		IMC 1378
PH-NO. 1	129626	169160	IMC 1379
PH-NO. 2	129627	169161	IMC 1380
PH-NO. 3	129628		IMC 1381
PH-NO. 4	129629	134826	IMC 1382
PH-NO. 5	129630	169163	IMC 1383
PH-NO. 6	129631	134827	IMC 1384
PH-NO. 7	129632		IMC 1385
PH-NO. 8	129633		IMC 1386
PH-NO. 9	129634		IMC 1387
PH-NO. 10	129635	169164	IMC 1388
PH-NO. 11	129636		IMC 1389
PH-NO. 12	129637		IMC 1390
PH-NO. 13	129638		IMC 1391
PH-NO. 14	129639		IMC 1392
PH-NO. 15	130809	169165	IMC 1393
PH-NO. 16	130810	169166	IMC 1394
PH-NO. 17	130811	169167	IMC 1395
PH-NO. 18	130812		IMC 1396
PH-NO. 19	130865		IMC 1397
CM 1	123221	131573	IMC 1398
CM 6	123226	131578	IMC 1399
CM 7	123227	169214	IMC 1400
CM 8	123228	169215	IMC 1401
SCHEDULE "D" CONT.			PAGE 7

<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
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CM 9	123229	131581	IMC 1402
CM 10	123230	131582	IMC 1403
CM 15	123235	131587	IMC 1404
CM 16	123236	169216	IMC 1405
CM 17	123237	169217	IMC 1406
CM 18	123238	131590	IMC 1407
CM 22	126854	127940	IMC 1408
CM 23	126855	127941	IMC 1409
CM 24	126856	127942	IMC 1410
CM 25	126857	169218	IMC 1411
CM 26	126858	127944	IMC 1412
CM 27	126859	169219	IMC 1413
CM 28	126860	169220	IMC 1414
CM 29	126861	127947	IMC 1415
CM 30	126862	127948	IMC 1416
CM 31	126863	127949	IMC 1417
CM 32	126864	127950	IMC 1418
CM 33	126865	127951	IMC 1419
CM 34	126866	169221	IMC 1420
CM 35	126867	169222	IMC 1421
CM 36	126868	169223	IMC 1422
CM 38	126481	169224	IMC 1423
CM 39	126482	169225	IMC 1424
CM 40	126483	169226	IMC 1425
CM 41	126484	169227	IMC 1426
CM 42	126485	169228	IMC 1427
CM 43	126486		IMC 1428
CM 44	126487	132275	IMC 1429
CM 45	126869	169229	IMC 1430
CM 46	126870	132099	IMC 1431
CM 47	126871	127957	IMC 1432
CM 48	126872	127958	IMC 1433
CM 49	126873	127959	IMC 1434
CM 51	126875	169231	IMC 1436
CM 52	126488		IMC 1437
CM 53	126489	169232	IMC 1438
CM 54	126490	169233	IMC 1439
CM 55	126491	169234	IMC 1440
CM 56	126492		IMC 1441
CM 57	126493	169235	IMC 1442
SCHEDULE "D" CONT.			PAGE 8

<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
CM 58	126494	169236	IMC 1443

CM 59	126876	127962	IMC 1444
CM 60	126877	127963	IMC 1445
CM 61	126878	127964	IMC 1446
CM 62	126879	127965	IMC 1447
CM 63	126880	127966	IMC 1448
CM 150	131133	169237	IMC 1451
CM 151	131134	169238	IMC 1452
CM 152	131135	169239	IMC 1453
EER-1	138481	169240	IMC 1454
EER-2	138482	169241	IMC 1455
EER-3	138483		IMC 1456
EER-4	138484		IMC 1457
EER-5	138485	169242	IMC 1458
EER-6	138486	169243	IMC 1459
EER-7	138487	169244	IMC 1460
NE 1	131258		IMC 1495
NE 2	131259		IMC 1496
NE 3	131260		IMC 1497
NE 4	131261		IMC 1498
NE 5	131262		IMC 1499
NE 7	131264		IMC 1501
NE 8	131265		IMC 1502
NE 9	131266		IMC 1503
NE 10	131267		IMC 1504
NE 11	131268		IMC 1505
NE 12	131269		IMC 1506
NE 13	130649		IMC 1507
NE 14	130650		IMC 1508
NE 15	130651		IMC 1509
NE 16	130652		IMC 1510
NE 17	130793		IMC 1511
NE 18	130794		IMC 1512
NE 19	130795		IMC 1513
NE 20	130796		IMC 1514
NE 21	130797		IMC 1515
NE 22	130798		IMC 1516
NE 23	130799		IMC 1517
NE 24	130800		IMC 1518
NE 25	130653		IMC 1519

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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
NE 26	130654		IMC 1520
NE 27	130655		IMC 1521

NE 28	130656	IMC 1522
NE 29	130801	IMC 1523
NE 30	130802	IMC 1524
NE 31	130803	IMC 1525
NE 32	130804	IMC 1526
NE 33	130805	IMC 1527
NE 34	130806	IMC 1528
NE 35	130807	IMC 1529
PAISIE #1	156591	IMC 15297
PAISIE #2	156593	IMC 15298
TWIN APEX #1	156593	IMC 15299
NE 36	130808	IMC 1530
NE 37	130657	IMC 1531
NE 38	130658	IMC 1532
NE 39	130659	IMC 1533
NE 40	130660	IMC 1534
NE 41	130661	IMC 1535
NE 42	130662	IMC 1536
NE 43	130663	IMC 1537
NE 44	130664	IMC 1538
NE 45	130665	IMC 1539
NE 46	130666	IMC 1540
NE 47	130667	IMC 1541
NE 48	130668	IMC 1542
NE 49	130669	IMC 1543
NE 50	130670	IMC 1544
NE 51	130671	IMC 1545
NE 52	130672	IMC 1546
NE 53	130673	IMC 1547
NE 54	130674	IMC 1548
NE 55	130675	IMC 1549
NE 56	130676	IMC 1550
NE 57	130677	IMC 1551
NE 58	130678	IMC 1552
NE 59	130679	IMC 1553
NE 60	130680	IMC 1554
NE 61	130681	IMC 1555
NE 62	130682	IMC 1556
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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
NE 63	130683		IMC 1557
NE 64	130684		IMC 1558
NE 65	130685		IMC 1559

NE 66	130686		IMC 1560
NE 67	130687		IMC 1561
NE 68	130688		IMC 1562
NE 73	130690		IMC 1563
NE 74	130691		IMC 1564
NE 75	130692		IMC 1565
NE 76	130693		IMC 1566
NE 77	130694		IMC 1567
NE 78	130695		IMC 1568
NE 79	130696		IMC 1569
NE 80	130697		IMC 1570
NE 81	131137		IMC 1571
NE 82	131138		IMC 1572
NE 83	131139		IMC 1573
NE 84	131140		IMC 1574
NE 85	131141		IMC 1575
NE 86	131136	143759	IMC 1576
BC-1	138568		IMC 1597
BC-2	138569		IMC 1598
BC-3	138570		IMC 1599
BC-4	138571		IMC 1600
BC-5	138572		IMC 1601
BC-6	138573		IMC 1602
BC-7	138574		IMC 1603
BC-8	138575		IMC 1604
BC-9	138576		IMC 1605
BC-10	138577		IMC 1606
BC-11	138578		IMC 1607
BK-NO. 2	130178		IMC 1609
BK-NO. 4	130180		IMC 1611
BK-NO. 5	130181		IMC 1612
BK-NO. 6	130182		IMC 1613
BK-NO. 7	130183		IMC 1614
BK-NO. 8	130184		IMC 1615
BK-NO. 9	130185		IMC 1616
BK-NO. 10	130186		IMC 1617
BB NO. 1	130746		IMC 1618
SCHEDULE "D" CONT.			PAGE 11

<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
BB NO. 2	130747		IMC 1619
BB NO. 3	130748		IMC 1620
BB NO. 4	130749		IMC 1621
BB NO. 5	130750		IMC 1622

BB NO. 6	130751		IMC 1623
BB NO. 7	130752		IMC 1624
BB NO. 8	130753		IMC 1625
BB NO. 9	130754		IMC 1626
BB NO. 10	130755		IMC 1627
BB NO. 11	130756		IMC 1628
BB NO. 12	130757		IMC 1629
SW 1	130874	136252	IMC 1630
SW 2	130875	136253	IMC 1631
SW 3	130876	136254	IMC 1632
SW NO. 4	130877		IMC 1633
SW 5	131114		IMC 1634
SW 6	131115		IMC 1635
SW 7	131116		IMC 1636
SW NO. 8	130878		IMC 1637
SW NO. 9	130879		IMC 1638
SW NO. 10	130880		IMC 1639
SW NO. 11	130881	169177	IMC 1640
SW NO. 12	130882		IMC 1641
SW NO. 13	130883		IMC 1642
SW NO. 14	130884		IMC 1643
SW NO. 15	130885		IMC 1644
SW NO. 16	130886		IMC 1645
SW NO. 17	130887		IMC 1646
SW NO. 18	130888		IMC 1647
SW NO. 19	130889		IMC 1648
SW NO. 20	130890		IMC 1649
SW NO. 21	130891		IMC 1650
SW NO. 22	130892		IMC 1651
SW NO. 23	130893		IMC 1652
SW NO. 24	130894		IMC 1653
SW NO. 25	130895		IMC 1654
SW 26	130896		IMC 1655
SW 27	130897		IMC 1656
SW 28	130898		IMC 1657
SW 29	130899		IMC 1658
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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
SW 30	130900		IMC 1659
SW 31	131117		IMC 1660
SW 32	131118		IMC 1661
SW 33	131119		IMC 1662
SW 34	131120		IMC 1663

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SW 35	131121		IMC 1664
SW 36	131122		IMC 1665
SW 37	131123	136255	IMC 1666
SW 38	130901	136256	IMC 1667
SW 39	130902		IMC 1668
SW 40	130903		IMC 1669
SW 41	130904		IMC 1670
SW 42	130905		IMC 1671
SW 43	130906		IMC 1672
SW 44	130907		IMC 1673
SW 45	130908		IMC 1674
SW 46	130909	169178	IMC 1675
SW 47	130910	169179	IMC 1676
SW 48	130911	169180	IMC 1677
SW NO. 49	130912		IMC 1678
SW NO. 50	130913		IMC 1679
SW NO. 51	130914		IMC 1680
SW NO. 52	130915		IMC 1681
SW 53	130916		IMC 1682
SW 54	130917		IMC 1683
SW 55	130918		IMC 1684
SW 56	130919		IMC 1685
SW 57	130920		IMC 1686
SW 58	130921		IMC 1687
SW 59	130922		IMC 1688
SW 60	130923		IMC 1689
SW 61	130924		IMC 1690
SW 62	130925		IMC 1691
SW 63	130926		IMC 1692
SW 64	130927	169181	IMC 1693
SW 65	130928	169182	IMC 1694
SW NO. 66	130995	169183	IMC 1695
SW NO. 67	130996	169184	IMC 1696
SW NO. 68	130997		IMC 1697
SW NO. 69	130998	169185	IMC 1698
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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
SW NO. 70	130999	169186	IMC 1699
SW NO. 71	131000	169187	IMC 1700
SW 72	130698	169188	IMC 1701
SW 73	130699	169189	IMC 1702
SW 74	130700		IMC 1703
SW 75	130701		IMC 1704

SW 76	130702	169190	IMC 1705
SW 77	131124	169191	IMC 1706
SW 78	130703	169192	IMC 1707
SW 80	131001	169193	IMC 1708
SW 81	131002	169194	IMC 1709
SW 82	131003		IMC 1710
SW 83	131004		IMC 1711
SW 84	131005		IMC 1712
SW 85	131006		IMC 1713
SW 86	131125		IMC 1714
SW 87	131007		IMC 1715
SW 88	131008		IMC 1716
SW 89	131009		IMC 1717
SW 90	131010		IMC 1718
SW 91	131011		IMC 1719
SW 92	131012		IMC 1720
SW 93	131013		IMC 1721
SW 94	131014		IMC 1722
SW 95	131015		IMC 1723
SW 96	131126		IMC 1724
SW 97	131127		IMC 1725
SW 100	131130		IMC 1728
SW NO. 101	130929		IMC 1729
SW 104	131496		IMC 1732
SW 105	131497		IMC 1733
SW 98 FRACTION	136599	144235	IMC 1734
SW 100 FRACTION	136311		IMC 1735
NW NO. 1	131170	169168	IMC 1736
NW NO. 2	131171	136246	IMC 1737
NW NO. 3	131172	136247	IMC 1738
NW NO. 4	131173	169169	IMC 1739
NW NO. 5	131174	169170	IMC 1740
NW NO. 6	131175	169171	IMC 1741
NW NO. 7	131176	169172	IMC 1742
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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
NW NO. 8	131177	169173	IMC 1743
NW NO. 9	131178	169174	IMC 1744
NW NO. 10	131179	169175	IMC 1745
NW 11	131180	169176	IMC 1746
NW 12	131181		IMC 1747
NW 13	131182		IMC 1748
NW 14	131183		IMC 1749

NW 15	131184	IMC 1750
NW 16	131185	IMC 1751
NW 17	131186	IMC 1752
NW 18	131187	IMC 1753
NW 19	131188	IMC 1754
NW 20	131189	IMC 1755
NW 21	131190	IMC 1756
NW 22	131191	IMC 1757
NW 23	131192	IMC 1758
NW 24	131193	IMC 1759
NW 25	131194	IMC 1760
NW 26	131195	IMC 1761
NW 27	131196	IMC 1762
NW 28	131197	IMC 1763
NW 29	131198	IMC 1764
NW 30	131199	IMC 1765
NW 31	131200	IMC 1766
NW 32	131201	IMC 1767
NW 35	131204	IMC 1770
NW 36	131205	IMC 1771
NW 37	131206	IMC 1772
NW 38	131207	IMC 1773
NW 39	131208	IMC 1774
NW 40	131209	IMC 1775
NW 41	131210	IMC 1776
NW 42	131211	IMC 1777
NW 43	131212	IMC 1778
NW 44	131213	IMC 1779
NW 45	131214	IMC 1780
NW 46	131215	IMC 1781
NW 56	131225	IMC 1791
NW 57	131226	IMC 1792
NW 58	131227	IMC 1793

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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
NW 59	131228		IMC 1794
NW 60	131495		IMC 1795
NW 9 FRACTION	136246		IMC 1796
EE 1	130571		IMC 1797
EE 2	130572		IMC 1798
EE 3	130573		IMC 1799
EE 4	130574		IMC 1800
EE 5	130575		IMC 1801

EE 6	130576	IMC 1802
EE 7	130577	IMC 1803
EE 8	130578	IMC1804
EE 9	130579	IMC1805
EE 10	130580	IMC1806
EE 11	130581	IMC1807
EE 12	130582	IMC1808
EE 13	130583	IMC1809
EE 14	130584	IMC1810
EE 15	130585	IMC1811
EE 16	130586	IMC1812
EE 17	130588	IMC1813
EE 18	130589	IMC1814
EE 19	130590	IMC1815
EE 20	130591	IMC1816
EE 21	130592	IMC1817
EE 22	130593	IMC1818
EE 23	130594	IMC1819
EE 24	130595	IMC1820
EE 25	130596	IMC1821
EE 26	130597	IMC1822
EE 27	130598	IMC1823
EE 28	130599	IMC1824
EE 29	130600	IMC1825
EE 30	130601	IMC1826
EE 31	130602	IMC1827
EE 32	130603	IMC1828
EE 33	130604	IMC1829
EE 34	130605	IMC1830
EE 35	130606	IMC1831
EE 36	130607	IMC1832
EE 37	130608	IMC1833
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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
EE 38	130609		IMC1834
EE 39	130610		IMC1835
EE 40	130611		IMC1836
EE 41	130612		IMC 1837
EE 42	130613		IMC 1838
EE 43	130614		IMC 1839
EE 44	130615		IMC 1840
EE 45	130616		IMC 1841
EE 46	130617		IMC 1842

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EE 47	130618		IMC 1843
EE 48	130619		IMC 1844
EE 49	130620		IMC 1845
EE 50	130621		IMC 1846
EE 51	130622		IMC 1847
EE 52	130623		IMC 1848
EE 53	130624		IMC 1849
EE 54	130625		IMC 1850
EE 55	130626		IMC 1851
EE 56	130627		IMC 1852
EE 59	130628		IMC 1853
EE 60	130629		IMC 1854
EE 61	130630		IMC 1855
EE 62	130631		IMC 1856
EE 70	130643		IMC 1857
EE 71	130644		IMC 1858
EE 72	130689		IMC 1859
EE 73	130645		IMC 1860
EE 74	130646		IMC 1861
EE 75	130647		IMC 1862
EE 76	130648		IMC 1863
EE 77	130758	131498	IMC 1864
EE 78	130759	131499	IMC 1865
EE 88	130777		IMC 1866
EE 89	130778		IMC 1867
EE 90	130779		IMC 1868
EE 91	130780		IMC 1869
EE 92	130781		IMC 1870
EE 93	130782		IMC 1871
EE 94	130783		IMC 1872
EE 95	130784		IMC 1873
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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
EE 96	130785		IMC 1874
EE 97	130786		IMC 1875
EE 98	130787		IMC 1876
EE 99	130788		IMC 1877
EE 100	130789		IMC 1878
EE 101	130790		IMC 1879
EE 102	130791		IMC 1880
EE 103	130792		IMC 1881
EE 116	130587		IMC 1882
BK-NO. 1A	154527		IMC 50604

BK-NO. 3A	154537		IMC 50605
NW 33A	154538		IMC 50606
NW 34A	154540		IMC 50607
NW 47A	154529		IMC 50608
NW 48A	154535		IMC 50609
NW 49A	154530		IMC 50610
NW 50A	154531		IMC 50611
NW 54A	154534		IMC 50612
NW 55A	154533		IMC 50613
SW 99A	154532		IMC 50614
CM 50A	154528	169230	IMC 50615
SW 98A	154531		IMC 50616
NN-32	155244		IMC 52597
NN-33	155245		IMC 52598
NN-34	155246		IMC 52599
NN-35	155247		IMC 52600
NN-36	155248		IMC 52601
NN-37	155249		IMC 52602
NN-38	155250		IMC 52603
NN-39	155251		IMC 52604
NN-40	155252		IMC 52605
NN-41	155253		IMC 52606
NN-42	155254		IMC 52607
NN-43	155255		IMC 52668
NN-44	155256		IMC 52609
NN-45	155257		IMC 52610
NN-46	155258		IMC 52611
NN-47	155259		IMC 52612
NN-48	155260		IMC 52613
NN-49	155261		IMC 52614
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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
NN-50	155262		IMC 52615
NN-51	155263		IMC 52616
NN-52	155264		IMC 52617
NN-53	155265		IMC 52618
NN-54	155266		IMC 52619
NN-55	155267		IMC 52620
NN-56	155268		IMC 52621
NN-57	155269		IMC 52622
NN-58	155270		IMC 52623
NN-59	155271		IMC 52624
NN-61	155272		IMC 52625

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NN-62	155273	IMC 52626
NN-63	155274	IMC 52627
NN-64	155275	IMC 52628
NN-65	155276	IMC 52629
NN-66	155277	IMC 52630
NN-67	155278	IMC 52631
NN-68	155279	IMC 52632
NN-69	155280	IMC 52633
NN-70	155281	IMC 52634
NN-71	155282	IMC 52635
NN-72	155283	IMC 52636
NN-73	155284	IMC 52637
NN-74	155285	IMC 52638
NN-75	155286	IMC 52639
NN-76	155287	IMC 52640
NN-77	155288	IMC 52641
NN-78	155289	IMC 52642
NN-79	155290	IMC 52643
NN-80	155291	IMC 52644
NN-81	155292	IMC 52645
NN-82	155293	IMC 52646
NN-83	155294	IMC 52647
NN-84	155295	IMC 52648
NN-85	155296	IMC 52649
NN-86	155297	IMC 52650
NN-87	155298	IMC 52651
NN-88	155299	IMC 52652
NN-89	155300	IMC 52653
NN-90	155301	IMC 52654

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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
NN-91	155302		IMC 52655
NN-92	155303		IMC 52656
NN-93	155304		IMC 52657
NN-94	155305		IMC 52668
NN-95	155306		IMC 52659
NN-96	155307		IMC 52660
NN-97	155308		IMC 52661
NN-98	155309		IMC 52662
NN-99	155310		IMC 52663
NN-100	155311		IMC 52664
NN-101	155312		IMC 52665
NN-102	155313		IMC 52666

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NN-103	155314	IMC 52667
NN-104	155315	IMC 52668
NN-105	155316	IMC 52669
NN-106	155317	IMC 52670
NN-107	155318	IMC 52671
NN-108	155319	IMC 52672
NN-109	155320	IMC 52673
NN-110	155321	IMC 52674
NN-111	155322	IMC 52675
NN-112	155323	IMC 52676
NN-113	155324	IMC 52677
NN-114	155325	IMC 52678
NN-115	155326	IMC 52679
NN-116	155327	IMC 52680
NN-117	155328	IMC 52681
NN-118	155329	IMC 52682
NN-119	155330	IMC 52683
NN-120	155331	IMC 52684
NN-121	155332	IMC 52685
NN-122	155333	IMC 52686
NN-123	155334	IMC 52687
NN-124	155335	IMC 52688
NN-125	155336	IMC 52689
NN-126	155337	IMC 52690
NN-127	155338	IMC 52691
NN-128	155339	IMC 52692
NN-129	155340	IMC 52693
NN-130	155341	IMC 52694

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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
NN-131	155342		IMC 52695
NN-132	155343		IMC 52696
NN-133	155344		IMC 52697
NN-134	155345		IMC 52698
NN-135	155346		IMC 52699
NN-136	155347		IMC 52700
NN-137	155348		IMC 52701
NN-138	155349		IMC 52702
NE 87	155188		IMC 52703
NE 88	155189		IMC 52704
NE 89	155190		IMC 52705
NE 90	155191		IMC 52706
NE 91	155192		IMC 52707

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NE 92	155193	IMC 52708
NE 93	155194	IMC 52709
NE 95	155196	IMC 52711
NE 97	155198	IMC 52712
NE 99	155200	IMC 52714
NE 101	155202	IMC 52716
NE 103	155204	IMC 52718
NE 105	155206	IMC 52720
NE 107	155208	IMC 52722
NE 109	155210	IMC 52724
NE 111	155212	IMC 52726
BC-12	155123	IMC 52758
BC-13	155124	IMC 52759
BC-14	155125	IMC 52760
BC-15	155126	IMC 52761
BC-16	155127	IMC 52762
BC-17	155128	IMC 52763
BC-18	155129	IMC 52764
BC-19	155130	IMC 52765
BC-20	155131	IMC 52766
BC-21	155132	IMC 52767
BC-22	155133	IMC 52768
BC-23	155134	IMC 52769
BC-24	155135	IMC 52770
BC-25	155136	IMC 52771
BC-26	155137	IMC 52772
BC-27	155138	IMC 52773

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<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
BC-28	155139		IMC 52774
BC-29	155140		IMC 52775
BC-30	155141		IMC 52776
BC-31	155142		IMC 52777
BC-32	155143		IMC 52778
BC-33	155144		IMC 52779
BC-34	155145		IMC 52780
BC-35	155146		IMC 52781
BC-36	155147		IMC 52782
BC-37	155148		IMC 52783
BC-38	155149		IMC 52784
BC-39	155150		IMC 52785
BC-40	155151		IMC 52786
BC-41	155152		IMC 52787

BC-42	155153	IMC 52788
BC-43	155154	IMC 52789
BC-44	155155	IMC 52790
BC-45	155156	IMC 52791
BC-46	155157	IMC 52792
BC-47	155158	IMC 52793
BC-48	155159	IMC 52794
BC-49	155160	IMC 52795
BC-53	155164	IMC 52796
BC-54	155165	IMC 52797
BC-55	155166	IMC 52798
BC-56	155167	IMC 52799
BC-57	155168	IMC 52800
BC-58	155169	IMC 52801
BC-59	155170	IMC 52802
BC-60	155171	IMC 52803
BC-62	155172	IMC 52804
BC-63	155173	IMC 52805
BC-64	155174	IMC 52806
BC-65	155175	IMC 52807
BC-66	155176	IMC 52808
BC-67	155177	IMC 52809
BC-68	155178	IMC 52810
BC-69	155179	IMC 52811
BC-70	155180	IMC 52812
BC-71	155181	IMC 52813
SCHEDULE "D" CONT.		PAGE 22

<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
BC-72	155182		IMC 52814
BC-73	155183		IMC 52815
BC-74	155184		IMC 52816
BC-75	155185		IMC 52817
BC-76	155186		IMC 52818
BC-77	155187		IMC 52819
BC-50 FRACTION	155161		IMC 52820
BC-51 FRACTION	155162		IMC 52821
BC-52 FRACTION	155163		IMC 52822
NE 96	155197		IMC 52823
BUCKSKIN	119029	154525	IMC 700
BUCKSKIN NO.1	119028	154526	IMC 701
PEACH 124	161476	163677	IMC 70738
PEACH 125	161477		IMC 70739
PEACH 126	161478		IMC 70740

PEACH 127	161479		IMC 70741
ROOSEVELT	112153	154521	IMC 708
TS-79A	148250	169196	IMC 7186
IS-80A	148251	169197	IMC 7187
IS-81A	148252	169198	IMC 7188
IS-82A	148253	169199	IMC 7189
IS-83A	148254	169200	IMC 7190
IS-84A	148255	169201	IMC 7191
IS-85A	148256	169202	IMC 7192
IS-86A	148257	169203	IMC 7193
IS-87A	148258	169204	IMC 7194
IS-88A	148259	169205	IMC 7195
ROOSEVELT NO. 2	112588	154523	IMC 817
ROOSEVELT NO. 3	112589	154524	IMC 818
TA 1R	168353		IMC 86250
TA 2R	168354		IMC 86251
TA 3R	168355		IMC 86252
TA 4R	168356		IMC 86253
TA 5R	168357		IMC 86254
TA 6R	168358		IMC 86255
TA 7R	168359		IMC 86256
TA 8R	168360		IMC 86257
TA 9R	168361		IMC 86258
TA 10R	168362		IMC 86259
TA 11R	168363		IMC 86260
SCHEDULE D CONT.			PAGE 23

<u>CLAIM NAME</u>	<u>ORIGINAL RECORDATION RECEPTION NO.</u>	<u>AMENDED RECORDATION RECEPTION NO.</u>	<u>BLM SERIAL NO.</u>
TA 12R	168364		IMC 86261
TA 13R	168365		IMC 86262
TA 14R	168366		IMC 86263
TA 15R	168367		IMC 86264
TA 16R	168368		IMC 86265
CH 23A	169073		IMC 89368
CM 50	169074		IMC 89369
TS-30	144266		IMC 989
TS-31	144181		IMC 990
TS-32	144182		IMC 991
TS-33	144183		IMC 992
TS-34	144184		IMC 993
TS-35	144185		IMC 994
TS-36	144186		IMC 995
TS-37	144187		IMC 996
TS-38	144188		IMC 997

235230

IS-39	144189	IMC 998
IS-40	144190	IMC 999
MS-6-L25A, N/2	221935	IMC- 184309
MS-3-L8A, W/2	221936	IMC- 184310

Schedule EOther Rights**A. Rights of Way and Easements****1. Bureau of Land Management Right of Way I-27080**

The Right of Way granted is variable feet wide and 37,125 feet long containing 21.55 acres, m/l, covering the road access to the Mine and is located in;
Township 11 North, Range 16 East, Boise Meridian
Sections: 3, 4, 11, 12, 13, 14
Township 11 North, Range 17 East, Boise Meridian
Sections: 5, 6, 7, 8

2. Bureau of Land Management Right of Way 20155

The Right of Way granted is for a 69KV power line 13,720 feet long and 20 feet wide and is granted for a 30 inch buried water pipeline 14,140 feet long and 50 feet wide for a primary term of 50 years from January 31, 1983, and is located in;
Township 11 North, Range 16 East, Boise Meridian
Section 1: S/2S/2
Section 12: W/2
Section 13: NW/4, E/2
Section 24: NE/4
Section 25: E/2NE/4

3. Bureau of Land Management Right of Way I-15966

The Right of Way granted is for a 230 KV power line to the Thompson Creek Mine from Moore to Squaw Creek and then to Challis, Idaho. The power line is owned by Thompson Creek Mining Company and the BLM ROW is in the name of Salmon River Electric Association with the annual fee reimbursed each year by the Mine

4. State of Idaho Easement 5081

State of Idaho Easement granted for the purpose of constructing, using and maintaining a buried infiltration bed water intake system located in Township 11 North, Range 16 East, B.M., Section 25; Fraction beginning at the East one quarter corner.
This Easement is subject to State of Idaho Easement 4966 to Cyprus Mines Corporation for the Getty Bridge.

5. State of Idaho Easement 4966

State of Idaho Easement granted for the purpose of constructing and maintaining a bridge known as the Gotty Creek Bridge located in Township 11 North Range 16 East, B.M., Section 25: a strip of land 50 feet wide.

6. State of Idaho Easement 4983

State of Idaho Easement granted for the construction, use and maintenance of a road located in Township 11 North, Range 17 East, B.M., Section 16: a 50 foot wide easement beginning in the S/4 corner of the Section.

7. State of Idaho Easement 4967

State of Idaho Easement 4967 granted for the construction, use and maintenance of a bridge located in Township 11 North, Range 17 East, B.M. Section 27.

8. U. S. Forest Service Special Use Permit 2720 - Water

U.S. Forest Service Special Use Permit granted for constructing and maintaining a buried 30 inch diameter or less water transmission line over a length of 6,260 feet by 50 feet wide and located in Township 11 North, Range 16 East B.M., Sections 13, 24 and 25.

9. U. S. Forest Service Special Use Permit 2720 - Power

U. S. Forest Service Special Use Permit granted for the construction, operation and maintenance of a 69/24.9 KV transmission line covering a length of 5920 feet by 20 feet wide located in Township 11 North, Range 16 East, B.M., Sections 15 24 and 25.

B. Contracts Affecting Real Property**1. Power Supply Agreement**

Amendment No. 2 to Agreement for Electric Service between Salmon River Electric Cooperative, Inc., and Cyprus Thomson Creek Mining Company, a wholly owned subsidiary of Thompson Creek Metals, October 1, 2001

Schedule FWater Rights**A. Water Right No. 72-00048**

Name of Owner: Cyprus Thompson Creek Mining Co.
 Source: Garden Creek, tributary to the Salmon River
 Quantity: 2.60 cfs
 Priority Date: May 15, 1901
 Point(s) of Diversion: T14N, R19E, S32, NE of NW of NW (Custer County)
 T14N, R19E, S32, NW of NW of NW (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to November 1
 Place of Use: T14N, R19E, S33, NE of SE (13.0 acres in Custer County)
 T14N, R19E, S33, NW of SE (12.0 acres in Custer County)
 T14N, R19E, S33, SW of SE (18.0 acres in Custer County)
 T14N, R19E, S33, SE of SE (29.0 acres in Custer County)
 T14N, R19E, S34, NW of SW (8.0 acres in Custer County)
 T14N, R19E, S34, SW of SW (10.0 acres in Custer County)
 How Obtained: Decreed February 15, 2000
 Other Conditions: Use of this water right, combined with Water Right Nos. 72-00051B, 72-00051L, and 72-00051N, is limited to the irrigation of a combined total of 90 acres in a single irrigation season.

B. Water Right No. 72-00051B

Name of Owner: Cyprus Thompson Creek Mining Co.
 Source: Garden Creek, tributary to the Salmon River
 Quantity: 0.38 cfs
 Priority Date: May 15, 1880
 Point(s) of Diversion: T14N, R19E, S32, NE of NW of NW (Custer County)
 T14N, R19E, S32, NW of NW of NW (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to November 1
 Place of Use: T14N, R19E, S33, NE of SE (13.0 acres in Custer County)
 T14N, R19E, S33, NW of SE (12.0 acres in Custer County)
 T14N, R19E, S33, SW of SE (18.0 acres in Custer County)
 T14N, R19E, S33, SE of SE (29.0 acres in Custer County)
 T14N, R19E, S34, NW of SW (8.0 acres in Custer County)
 T14N, R19E, S34, SW of SW (10.0 acres in Custer County)
 How Obtained: Decreed February 10, 2000
 Other Conditions: Use of this water right, combined with Water Right Nos. 72-00048, 72-00051L, and 72-00051N, is limited to the irrigation of a combined total of 90 acres in a single irrigation season.

C. Water Right No. 72-00051L

Name of Owner: Cyprus Thompson Creek Mining Co.
 Source: Garden Creek, tributary to the Salmon River
 Quantity: 0.19 cfs
 Priority Date: May 15, 1880
 Point(s) of Diversion: T14N, R19E, S32, NE of NW of NW (Custer County)
 T14N, R19E, S32, NW of NW of NW (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to November 1
 Place of Use: T14N, R19E, S33, NE of SE (13.0 acres in Custer County)
 T14N, R19E, S33, NW of SE (12.0 acres in Custer County)
 T14N, R19E, S33, SW of SE (18.0 acres in Custer County)
 T14N, R19E, S33, SE of SE (29.0 acres in Custer County)
 T14N, R19E, S34, NW of SW (8.0 acres in Custer County)
 T14N, R19E, S34, SW of SW (10.0 acres in Custer County)
 How Obtained: Decreed February 10, 2000
 Other Conditions: Use of this water right, combined with Water Right Nos. 72-00048, 72-00051B, and 72-00051N, is limited to the irrigation of a combined total of 90 acres in a single irrigation season.

D. Water Right No. 72-00051N

Name of Owner: Cyprus Thompson Creek Mining Co.
 Source: Garden Creek, tributary to the Salmon River
 Quantity: 0.30 cfs
 Priority Date: May 15, 1880
 Point(s) of Diversion: T14N, R19E, S32, NE of NW of NW (Custer County)
 T14N, R19E, S32, NW of NW of NW (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to November 1
 Place of Use: T14N, R19E, S33, NE of SE (13.0 acres in Custer County)
 T14N, R19E, S33, NW of SE (12.0 acres in Custer County)
 T14N, R19E, S33, SW of SE (18.0 acres in Custer County)
 T14N, R19E, S33, SE of SE (29.0 acres in Custer County)
 T14N, R19E, S34, NW of SW (8.0 acres in Custer County)
 T14N, R19E, S34, SW of SW (10.0 acres in Custer County)
 How Obtained: Decreed February 10, 2000
 Other Conditions: Use of this water right, combined with Water Right Nos. 72-00048, 72-00051B, and 72-00051L, is limited to the irrigation of a combined total of 90 acres in a single irrigation season.

E. Water Right No. 72-00133

Name of Owner: Thompson Creek Mining Co.
 Source: Squaw Creek, tributary to the Salmon River
 Quantity: 2.00 cfs

Priority Date: April 1, 1882
 Point(s) of Diversion: T11N, R17E, S16, SW of NE of SW (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to October 31
 Place of Use: T11N, R17E, S16, SE of SW (15.0 acres in Custer County)
 T11N, R17E, S16, SW of SE (6.0 acres in Custer County)
 T11N, R17E, S21, NW of NE (18.0 acres in Custer County)
 T11N, R17E, S21, SW of NE (5.0 acres in Custer County)
 How Obtained: Decreed February 10, 2000

F. Water Right No. 72-00135

Name of Owner: Thompson Creek Mining Co.
 Source: Salmon River, tributary to the Snake River
 Quantity: 0.79 cfs
 Priority Date: June 1, 1887
 Point(s) of Diversion: T11N, R17E, S27, Lot 9, NE of SW (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to October 31
 Place of Use: T11N, R17E S27, Lot 09 NE of SW (1.0 acres in Custer County)
 T11N, R17E, S27, Lot 09, NW of SW (7.5 acres in Custer County)
 T11N, R17E, S27, Lot 09, SW of SW (0.8 acres in Custer County)
 T11N, R17E, S28, NE of SE (1.7 acres in Custer County)
 How Obtained: Decreed February 10, 2000 (transfer application approved March 20, 2000)

G. Water Right No. 72-00136

Name of Owner: Thompson Creek Mining Co.
 Source: Squaw Creek, tributary to the Salmon River
 Quantity: 2.59 cfs
 Priority Date: June 1, 1887
 Point(s) of Diversion: T11N, R17E, S21, NE of SW of SE (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to October 31
 Place of Use: T11N, R17E, S21, NW of SE (0.6 acres in Custer County)
 T11N, R17E, S21 SW of SE (1.8 acres in Custer County)
 T11N, R17E, S21 SE of SE (7.1 acres in Custer County)
 T11N, R17E, S28, NE of NE (11.0 acres in Custer County)
 T11N, R17E, S28 SE of NE (13.0 acres in Custer County)
 T11N, R17E, S28 NE of SE (2.5 acres in Custer County)
 How Obtained: Decreed February 15, 2000

H. Water Right No. 72-00137

Name of Owner: Thompson Creek Mining Co.
 Source: Squaw Creek, tributary to the Salmon River

Quantity: 1.71 cfs
 Priority Date: April 1, 1902
 Point(s) of Diversion: T11N, R17E, S08, SE of SE of NE (Custer County)
 T11N, R17E, S08, NE of NE of SE (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to October 31
 Place of Use: T11N, R17E, S09, NW of SW (6.1 acres in Custer County)
 T11N, R17E, S09, SW of SW (6.3 acres in Custer County)
 T11N, R17E, S16, NW of NW (4.7 acres in Custer County)
 T11N, R17E, S16, SW of NW (6.3 acres in Custer County)
 How Obtained: Decreed February 10, 2000

I. Water Right No. 72-04159F

Name of Owner: Thompson Creek Mining Co.
 Source: Thompson Creek, tributary to the Salmon River
 Quantity: 0.03 cfs
 Priority Date: June 18, 1888
 Point(s) of Diversion: T11N, R16E, S25, NE of SE of NE (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to October 31
 Place of Use: T11N, R16E, S25, NE of SE (1.1 acres in Custer County)
 How Obtained: Decreed December 1, 2000

J. Water Right No. 72-07193

Name of Owner: Thompson Creek Mining Co.
 Source(s): Buckskin Creek, tributary to Thompson Creek
 Pat Hughes Creek, tributary to Thompson Creek
 Salmon River, tributary to the Snake River
 Spring, tributary to Buckskin Creek
 Quantity: 20.89 cfs (1600.00 afy)
 Priority Date: June 16, 1982
 Point(s) of Diversion: Buckskin Creek: T11N, R16E, S04, SW of NE of SE (Custer County)
 Spring: T11N, R16E, S04, SE of NW of SE (Custer County)
 Spring: T11N, R16E, S04, SE of NW of SE (Custer County)
 Pat Hughes Creek: T11N, R16E, S11, SE of NE of SW (Custer County)
 Salmon River: T11N, R16E, S25 Lot 5, NE of SE of SE (Custer County)
 Purpose of Use: Industrial (20.89 cfs)
 Industrial storage (1600.00 afy)
 Industrial from storage (1600.00 afy)
 Period of Use: January 1 to December 31

Place of Use:¹

Industrial: T11N, R16E, S12, NE of NE (Custer County)
 Industrial: T11N, R16E, S12, NW of NE (Custer County)
 Industrial storage: T11N, R16E, S01, Lot 1, NE of NE (Custer County)
 Industrial storage: T11N, R16E, S01, Lot 2, NW of NE (Custer County)
 Industrial storage: T11N, R16E, S04, NE of SE (Custer County)
 Industrial storage: T11N, R16E, S11, NE of SW (Custer County)
 Industrial storage: T11N, R17E, S06 NW of NE (Custer County)
 Industrial storage: T11N, R17E, S06 NE of NW (Custer County)
 Industrial storage: T12N, R16E, S25, SW of SE (Custer County)
 Industrial storage: T12N, R16E, S36, NE of NE (Custer County)
 Industrial storage: T12N, R16E, S36, NW of NE (Custer County)
 Industrial storage: T12N, R16E, S36, SW of NE (Custer County)
 Industrial storage: T12N, R16E, S36, SE of NE (Custer County)
 Industrial storage: T12N, R16E, S36, NE of SW (Custer County)
 Industrial storage: T12N, R16E, S36 SE of SW (Custer County)
 Industrial storage: T12N, R16E, S36 NE of SE (Custer County)
 Industrial storage: T12N, R16E, S36, NW of SE (Custer County)
 Industrial storage: T12N, R16E, S36, SW of SE (Custer County)
 Industrial storage: T12N, R16E, S36, SE of SE (Custer County)
 Industrial storage: T12N, R17E, S31, SW of NW (Custer County)
 Industrial storage: T12N, R17E, S31, NE of SW (Custer County)
 Industrial storage: T12N, R17E, S31, NW of SW (Custer County)
 Industrial storage: T12N, R17E, S31 SW of SW (Custer County)
 Industrial from storage: T11N, R16E, S12, NE of NE (Custer County)
 Industrial from storage: T11N, R16E, S12, NW of NE (Custer County)

How Obtained: Decreed August 8, 2001 (transfer application approved February 16, 2005)

Other Conditions: Use of this right with Water Right No. 72-07257 is limited to a total combined annual diversion volume of 2,916 acre-feet. At no time shall more than 20.89 cfs be diverted at any instant from the multiple points of diversion. In addition, the following limits shall apply to each point of diversion: Buckskin Creek (8.0 cfs), Pat Hughes Creek (11.0 cfs), springs tributary to Buckskin Creek (0.20 cfs), Salmon River (20.89 cfs). Place of use for this water right does not include federal public lands.

K. Water Right No. 72-07219

Name of Owner: Thompson Creek Mining Co.
 Source: Ground water
 Quantity: 0.11 cfs (11.20 afy)

¹ It appears that the place of use for "industrial storage" and that for "industrial from storage" may have been transposed in the Department's records.

Priority Date: November 26, 1982
 Point(s) of Diversion: T11N, R16E, S12, NW of NE of NE (Custer County)
 Purpose of Use: Domestic
 Period of Use: January 1 to December 31
 Place of Use: T11N, R16E, S12, NE of NE (Custer County)
 T11N, R16E, S12, NW of NE (Custer County)
 How Obtained: Decreed November 13, 2001
 Other Conditions: Place of use does not include federal public lands.

L. Water Right No. 72-07220

Name of Owner: Cyprus Thompson Creek Mining Co.
 Source: Ground water
 Quantity: 0.20 cfs (24.00 afy)
 Priority Date: November 26, 1982
 Point(s) of Diversion: T11N, R16E, S02, SE of SW of NE (Custer County)
 Purpose of Use: Industrial: 0.07 cfs (14.00 afy)
 Domestic: 0.16 cfs (10.00 afy)
 Period of Use: January 1 to December 31
 Place of Use: Industrial: T11N, R16E, S02, SW of NE (Custer County)
 Industrial: T11N, R16E, S02, SE of NE (Custer County)
 Domestic: T11N, R16E, S02, SW of NE (Custer County)
 Domestic: T11N, R16E, S02, SE of NE (Custer County)
 How Obtained: Decreed February 10, 2000
 Other Conditions: The use of water for domestic and industrial purposes within T11N, R16E, S02 is limited to the western half of the SE of NE, the NE of SW of NE, and the eastern half of the SE of SW of NE.

M. Water Right No. 72-07257

Name of Owner: Cyprus Thompson Creek Mining
 Source: Bruno Creek, tributary to Squaw Creek
 Quantity: 9.62 cfs (1600.00 afy)
 Priority Date: March 11, 1983
 Point(s) of Diversion: T12N, R16E, S25, SE of NE of SW (Custer County)
 Purpose of Use: Industrial (9.62 cfs)
 Industrial storage (1600.00 afy)
 Industrial from storage (1600.00 afy)
 Period of Use: January 1 to December 31
 Place of Use: T11N, R16E, S12, NE of NE (Custer County)
 T11N, R16E, S12, NW of NE (Custer County)
 How Obtained: Decreed August 13, 2001²

² Current Department records reflect that this water right was decreed on August 13, 2001. However, the

Other Conditions: Use of this right with Water Right No. 72-07193 is limited to a total combined annual volume of 2,916 acre-feet. Place of use does not include federal public lands.

N. Water Right No. 72-07414

Name of Owner: Thompson Creek Mining Co.
 Source: Ground water
 Quantity: 1.11 cfs (803.60 afy)
 Priority Date: July 28, 1988
 Point(s) of Diversion: T11N, R16E, S02, SW of NW (Custer County)
 Purpose of Use: Industrial
 Period of Use: January 1 to December 31
 Place of Use: T11N, R16E, S12, NW of NE
 How Obtained: Decreed August 8, 2001
 Other Conditions: This water right, when combined with Water Right Nos. 72-07193 and 72-07257 is limited to a total combined annual diversion volume of 3,108.0 afy.

O. Water Right No. 72-10488

Name of Owner: Thompson Creek Mining Co.
 Source: Salmon River, tributary to the Snake River
 Quantity: 0.31 cfs (18.00 afy)
 Priority Date: May 24, 1888
 Point(s) of Diversion: T11N, R16E, S25, Lot 06, SE of SE (Custer County)
 Purpose of Use: Irrigation
 Period of Use: April 1 to October 31
 Place of Use: T11N, R16E, S25, Lot 06, SE of SE (6.0 acres in Custer County)
 How Obtained: Decreed November 17, 2000

P. Water Right No. 72-07551 (Pending Application to Appropriate Water)

Name of owner: Thompson Creek Mining Co.
 Proposed Priority: July 31, 1997
 Source: Ground water
 Use: Irrigation
 Period of use: May 1 to September 30
 Rate of diversion: 0.16 cfs
 Location of diversion: T11N, R16E, S25, Lot 6, SE of SE (Custer County)
 Place of use: T11N, R16E, S25, Lot 6, SE of SE (8.0 acres in Custer County)

Footnote continued from previous page.

original decree reflects that this water right was decreed on August 8, 2001.

Thompson Creek must file a proof of beneficial use for this water right application by November 1, 2009.

Q. Water Right No. 72-07573 (Pending Application to Appropriate Water)

Name of owner:	Thompson Creek Mining Co.
Proposed Priority:	July 22, 1999
Source:	Ground water
Use:	Industrial
Period of use:	January 1 to December 31
Rate of diversion:	1.50 cfs
Location of diversion:	T11N, R16E, S02, SW of NW (Custer County)
Place of use:	T11N, R16E, S12, NE of NE (Custer County)
	T11N, R16E, S12, NW of NE (Custer County)

Thompson Creek was to file proof of beneficial use for this water right application by October 1, 2006.

Schedule GPermits

1. USDA Forest Service/USDI Bureau of Land Management Approval of Mine Plan of Operations (POO) No. ID-040-1-02, dated April 15, 1981).
2. Reclamation Plan RP655, dated November 12, 1980, as approved by the Idaho Department of Lands, and Consolidated Reclamation Plan, dated August 1999, which represents a consolidation of previously approved reclamation measures to support cost estimate updates of the reclamation plan.
3. U.S. Environmental Protection Agency (Region X), NPDES Permit No. ID-002540-2, dated effective January 28, 2002, covering Outfalls 001 (Buckskin waste rock dump), 002 (Pat Hughes waste rock dump), 003 (stormwater/BMPs), 004 (tailings impoundment by pipeline to Squaw Creek), and 005 (Salmon River). A permit renewal application was sent to EPA on or about July 27, 2006.
4. Idaho Department of Environmental Quality, "Evaluation of Proposed New Point Source Discharges to a Special Resource Water and Mixing Zone Determinations: Thompson Creek Mine Facility, Upper Salmon River Subbasin Idaho" (IDEQ's 401 Certification), dated December 2000.
5. Best Management Practices Plan for Pollution Protection, submitted pursuant to the NPDES permit, dated March 17, 2003.
6. Quality Assurance Project Plan submitted pursuant to the NPDES permit, dated February 2002.
7. Idaho Department of Environmental Quality, Tier II Air Operating Permit No. 37-00001, dated December 22, 1999. This permit expired on December 22, 2004. Based on its discussions with IDEQ, Thompson Creek Mining Company submitted a renewal request in August 2005. IDEQ deemed this submission to be inadequate and, by letter dated October 6, 2005, granted an extension of time to April 12, 2006 in which to submit a complete Tier II operation operating permit application that includes facility-wide emission inventory and air pollution dispersion modeling. Thompson Creek Mining Company submitted its renewal application to IDEQ on or about April 5, 2006, which is currently under review by IDEQ.
8. Consolidated Environmental Monitoring Program Plan, dated December 2002, prepared for Thompson Creek Mining Company.
9. Idaho Department of Water Resources Dam Construction, Dam Safety and Stream Alteration Permits for the: (a) tailings impoundment, seepage return dam, sediment dam located in the Bruno Creek drainage (Dam Safety and Storage Permit No. D72-7257A); (b) Pat Hughes Creek sediment dam; and (c) Buckskin Creek sediment dam

10. The following permits were issued in connection construction of the pipeline along the Thompson Creek Road: (a) Amendment to Right-of-Way Grant IDI-20155, dated December 17, 2004, issued by the USDI Bureau of Land Management; (b) authorization for placement of dredged or fill material pursuant to Nationwide Permits 3 and 12, dated November 10, 2004, NWW No. 042100119, issued by the U.S. Corps of Engineers; and (3) Construction General Permit No. IDR100000 (Project Tracking No. IDR10AH75), September 29, 2004, issued by the U.S. Environmental Protection Agency.
11. The following permits were issued in connection construction of the pipeline located in the Bruno Creek drainage: (a) approval of minor modification consistent with the surface management plan of operations, dated December 2, 2005, issued by the USDI Bureau of Land Management; (b) authorization for placement of dredged or fill material pursuant to Nationwide Permits 12, dated July 11, 2006, NWW No. 063300156, issued by the U.S. Corps of Engineers; and (3) Construction General Permit No. IDR100000 (Project Tracking No. IDR10B651), October 6, 2006, issued by the U.S. Environmental Protection Agency.
12. Three licenses issued by the Federal Communications Commission: Call Sign KA83034 (granted and effective June 24, 2005); Call Sign KNAX240 (granted and effective August 17, 2005); and Call Sign WPQA210 (granted and effective March 31, 2005);
13. Idaho District Seven Health Department - Conditional Use Permit for Solid Waste Management Site, dated October 10, 1980.
14. Water Right Licenses, as amended for Water Right 72-7193 (decreed August 8, 2001), Water Right No. 72-07257 (dated January 6, 1989), Amended Water Right No. 72-07414 (dated April 16, 2001), Amended Transfer of Water Right No. 71264.
15. Blasting Permit No. 9-ID-037-33-7E-90210, issued by the U.S. Department of the Treasury Bureau of Alcohol, Tobacco Firearms and Explosives.
16. U.S. Environmental Protection Agency, Hazardous Waste Generator Identification No. IDD000756874.
17. USDI Bureau of Land Management Special Use Permit No. I-20155 for a power line and buried water line along Thompson Creek.
18. USDA Forest Service Special Use Permit No. I-2720 for a power line and buried water line along Thompson Creek.
19. USDI Bureau of Land Management Special Use Permit No. I-6292 for a power line along Bruno Creek.
20. USDI Bureau of Land Management Exclusive Use Right-of-Way for Access Road No. I-27080.

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21. USDI Bureau of Land Management Easement No. 1-15966 for a power line from the Spar Canyon Substation to the South Butte Substation.
22. USDA Forest Service, Unilateral Administrative Order for Conduct of Engineering Evaluation/Cost Analysis, and Statement of Work, dated November 8, 2005.

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Schedule H

Equipment

THOMPSON CREEK MINING COMPANY PP&E SCHEDULE FY05

EQUIP #	DESCRIPTION	SERIAL #	SERVICE DATE	COST
	WASH BAY AFE# 05-1700-17		08/01/06	\$122,505.58
	JD TRACTOR AFE# 05-1710-17		08/01/06	\$39,228.00
MT620	BOOM TRUCK AFE# 05-1715-MT620		08/01/06	\$28,000.00
WT78	SNOW PLOW/SAND TRUCK AFE# 05-1718-WT78		08/01/06	\$25,000.00
	GENERATORS AFE# 05-1717-17		08/01/06	\$22,000.00
	ROCK HAMMER AFE# 05-1718-17		08/01/06	\$22,000.00
	LIGHT PLANTS AFE# 05-1718-17		08/01/06	\$18,000.00
	PYRITE CON BOOSTER PUMPS AFE# 05-1721-49		08/01/06	\$490,503.44
	TOE DRAIN EXTENTION AFE# 05-1720-40		08/01/06	\$473,378.64
	CYCLONE OVERFLOW SCREEN AFE# 05-1731-32		08/01/06	\$38,549.20
	LEACH TANK REPLACEMENT AFE# 05-1732-36		08/01/06	\$287,633.60
	SQL SERVER AFE# 05-1744-50		08/01/06	\$17,085.00
	MAINSAYER UPGRADE AFE# 05-1745-50		08/01/06	\$17,800.00
	AMBULANCE(BACKUP) AFE# 05-1748-52		08/01/06	\$9,000.00
	20K GALLON FUEL STORAGE TANK AFE# 05-1750-17		08/01/06	\$82,858.70
P651	2002 FORD F250 AFE# 05-1751-20	1FTNX21S62EBB2208	08/01/06	\$18,881.95
P654	2000 FORD F350 AFE# 05-1752-17	1FTSX31S6YEE38758	08/01/06	\$18,330.45
P652	2001 FORD F250 AFE# 05-1753-20	1FTNW21S91EAD2802	08/01/06	\$17,841.95
P653	2004 DODGE 2500 AFE# 05-1754-17	3D7K428D44G277371	08/01/06	\$24,315.45
S06	BUCCYRUS 485 H SHOVEL AFE# 05-1711-S06		07/25/06	\$17,112,776.40
T78	CATERPILLAR 789C HAUL TRUCK AFE# 05-1712-T78		08/01/06	\$2,001,345.61
T80	CATERPILLAR 789C HAUL TRUCK AFE# 05-1712-T79		08/01/06	\$2,001,345.61
	BRIDGE AFE# 05-1713-57		03/01/06	\$542,127.95
	ON STREAM ANALYZER AFE# 05-1723-34		03/01/06	\$520,955.66
MT702	MAINT TRUCK 1997 F350		6/1/06	\$17,050.00
TD07	CATERPILLAR D11N AFE# 05-1702-TD07		6/1/06	\$858,858.97
WT77	WABCO WATER TRUCK AFE# 05-1703-WT77		6/1/06	\$134,830.00
S05	O&K SHOVEL AFE# 05-1704-S05		6/1/06	\$635,418.83
	GPS HYPER ROVER AFE# 05-1705-18		6/1/06	\$24,244.00
	IR DRILL AFE# 05-1708-17		6/1/06	\$48,418.09
	ROUGHER FLOTATION FY04 AFE# 05-1720-34		6/1/06	\$185,133.58
	TAJL MASS DIS LINE REL D AFE# 05-1724-40		6/1/06	\$349,179.38
	SEWER JET AFE# 05-1726-40		6/1/06	\$43,029.00
TD08	TAILINGS LOW GROUND DOZER AFE# 05-1727-40		6/1/06	\$555,510.39
	VARION ATOMIC ABSORPTION AFE# 05-1728-40		6/1/06	\$30,076.00
	LECO CARBON SULPHUR INSTR. AFE# 05-1729-44		6/1/06	\$31,395.00
	PAT HUGHES RUNOFF COLL DITCH AFE# 05-1740-53		6/1/06	\$70,514.00
	SQL CERIDIAN UPGRADE AFE# 05-1742-50		6/1/06	\$4,000.00
P650	PICKUP 2004 DODGE R1500 QUAD CAB AFE#05-1708-20	1D7HU18258J174985	4/15/06	\$29,993.85
MT603	2002 FORD F550 W/DUMP BED AFE# 05-1733-45	1FDAF57FX2EA86668	2/25/06	\$26,362.95
P645	PICKUP 2004 DODGE 1500 REG CAB AFE# 05-1706-20	1D7HU18N5J502108	1/1/2009	\$19,857.66
P649	PICKUP 2008 FORD F250 AFE# 05-1708-20	1FTSW21Y88EC42659	1/17/2009	\$30,325.85
P648	PICKUP 2008 FORD F250 AFE# 05-1707-20	1FTSW21Y2EEET1642	12/9/2005	\$29,264.95
P647	PICKUP 2008 FORD F250 AFE# 05-1707-20	1FTSW21Y75EB71637	12/9/2005	\$29,894.95
P646	PICKUP 2008 FORD F250 AFE# 05-1707-20	1FTSW21Y88CB71546	12/9/2005	\$29,894.95
AFE04-100	T-CREEK PIPELINE - ADD TIONAL		10/1/2005	\$27,873.47
AFE04-102	S01 REBUILD - ADD TIONAL		10/1/2005	\$58,008.05
AFE04-108	S02 REBUILD - ADD TIONAL		10/1/2005	\$55,008.05
AFE04-205	PART SIZE ANALYZER		9/5/2005	\$52,053.00
AFE04-305	PAT HUGHES UNDERDRAIN		8/5/2005	\$271,075.00
AFE04-312	CAT 966G LOADER		8/5/2005	\$201,316.79
AFE04-108	S02 REBUILD		8/5/2005	\$154,887.00
AFE04-103	CONVEYOR BELT		7/9/2005	\$1,366,894.79
P644	PICKUP 2004 FORD F350 S CAB AFE04-311		7/9/2005	\$19,703.95
TH306	CAT TRACKHOE AFE04-307		7/9/2005	\$208,750.00
T77	CATERPILLAR 789C TRUCK		7/9/2005	\$1,768,782.00
T78	CATERPILLAR 789C TRUCK		7/9/2005	\$1,768,782.00
T77 TIRES	789c Original Tires		7/1/2005	\$75,007.68
T78 TIRES	789c Original Tires		7/1/2005	\$87,000.00
RD38	CATERPILLAR RT DOZER		6/5/2005	\$164,585.00
P642	PICKUP 2004 FORD F250 4 CAB AFE04-309	1FTSX3 F01G0K 21405	6/5/2005	\$37,990.95
AFE03-502	VALVE-BUILDING		6/5/2005	\$187,454.43
AFE04-303	T-CREEK PIPELINE		6/5/2005	\$1,253,112.31
P643	PICKUP 2003 FORD F250 4 CAB AFE04-310	1FTSW21Y88CB71546	6/5/2005	\$25,447.95
AFE04-102	S01 REBUILD		6/5/2005	\$249,875.90
AFE04-109	S03 REBUILD		6/5/2005	\$300,320.00
T74	CATERPILLAR 789C TRUCK		6/1/2005	\$1,766,702.00
T75	CATERPILLAR 789C TRUCK		6/1/2005	\$1,766,792.00
T76	CATERPILLAR 789C TRUCK		6/1/2005	\$1,766,792.00
T74 TIRES	789c Original Tires		6/1/2005	\$123,090.00
T75 TIRES	789c Original Tires		6/1/2005	\$80,800.00
T76 TIRES	789c Original Tires		6/1/2005	\$100,175.38
TD15	CATERPILLAR DOZER J11		1/25/2005	\$892,910.00

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D11	INGERSOLL RAND D11	5/9/2006	\$1,264,450.00
VG-18	GRADER	4/9/2006	\$573,285.00
AF04-200	SPECTROMETER	4/9/2006	\$61,816.00
MT700	MAINT. TRUCK AF04-301-302	4/9/2006	\$82,002.81
MT700	MAINT. TRUCK AF04-301-302	4/9/2006	\$82,002.81
P400	PICKUP 1994 DODGE R2500	2/5/2006	\$16,013.85
P541	PICKUP 2005 FORD F250	2/5/2006	\$27,173.65
P589	PICKUP 2005 FORD F250	1/9/2006	\$27,820.85
	BOBCAT	1/9/2006	\$21,000.00
AF04-101	POWER LINES	12/1/2004	\$79,940.00
MOONEY FORD	PICKUP 1995 F250	1/7/10/2006	\$34,032.26
P537	PICKUP 2005 DODGE R1500	1/1/2004	\$21,725.87
P534	PICKUP 2004 FORD F150 SCALP	1/1/2004	\$32,075.03
B-205	CAT BACKHOE AF04-308	1/1/2004	\$60,000.00
AF04-302	MILL COMPRESSOR BLDG	10/1/2004	\$182,852.65
P636	PICKUP 2005 DODGE 2500 QUAD	10/1/2004	\$38,087.85
C-103	CAT TRUCK LEASE BUYOUT	1/1/2003	\$ 205,043.00
P533	2004 CHEVY COBALT	10/7/2004	\$26,283.45
P532	2004 CHEVY COBALT	9/4/2004	\$27,508.75
P531	2004 CHEVY COBALT	7/4/2004	\$25,876.88
AF04-305	2004 DODGE 1500 DICKS	7/4/2004	\$24,411.05
P530	2004 DODGE 1500 DICKS	6/4/2004	\$22,411.05
AF04-301	2004 DODGE 1500 DICKS	5/1/2004	\$35,000.00
P529	2004 CHEVY COBALT	5/1/2004	\$23,704.25
P528	2004 CHEVY COBALT	5/1/2004	\$23,942.75
AF04-301	2004 CHEVY COBALT	5/1/2004	\$10,795.00
AF04-303	2004 CHEVY COBALT	4/9/2004	\$28,115.75
AF04-302	2004 CHEVY COBALT	3/26/2004	\$66,042.85
AF04-301	2004 CHEVY COBALT	2/25/2004	\$27,258.84
AF04-301	2004 CHEVY COBALT	2/25/2004	\$ 118,226.81
AF04-301	2004 CHEVY COBALT	2/25/2004	\$49,202.00
AF04-301	2004 CHEVY COBALT	3/23/2004	\$16,716.00
P525	2004 DODGE 1500 DICKS	9/3/2003	\$35,744.75
AF04-304	2004 DODGE 1500 DICKS	9/3/2003	\$18,530.00
AF04-304	2004 DODGE 1500 DICKS	9/3/2003	\$1,815.00
AF04-304	2004 DODGE 1500 DICKS	8/3/2003	\$7,087.88
AF04-304	2004 DODGE 1500 DICKS	8/3/2003	\$25,220.75
AF04-304	2004 DODGE 1500 DICKS	8/3/2003	\$13,120.00
P522	2004 CHEVY COBALT	6/3/2003	\$23,000.00
P521	2004 CHEVY COBALT	4/2/2003	\$23,804.55
AF04-304	2004 CHEVY COBALT	4/2/2003	\$16,441.58
AF04-304	2004 CHEVY COBALT	4/2/2003	\$21,455.62
AF04-304	2004 CHEVY COBALT	4/2/2003	\$18,066.00
AF04-304	2004 CHEVY COBALT	3/2/2003	\$267,274.22
AF04-304	2004 CHEVY COBALT	3/2/2003	\$20,850.00
AF04-304	2004 CHEVY COBALT	3/2/2003	\$8,167.00
AF04-304	2004 CHEVY COBALT	3/2/2003	\$228,165.00
AF04-304	2004 CHEVY COBALT	3/2/2002	\$28,050.00
AF04-304	2004 CHEVY COBALT	3/2/2002	\$24,260.00
AF04-304	2004 CHEVY COBALT	4/2/2002	\$115,916.00
AF04-304	2004 CHEVY COBALT	3/15/2002	\$67,867.14
AF04-304	2004 CHEVY COBALT	2/2/2001	\$35,060.00
AF04-304	2004 CHEVY COBALT	12/1/2001	\$148,814.81
P521	2004 CHEVY COBALT	9/3/2003	\$35,034.85
AF04-304	2004 CHEVY COBALT	9/3/2003	\$175,452.00
AF04-304	2004 CHEVY COBALT	8/15/2003	\$10,732.00
AF04-304	2004 CHEVY COBALT	6/2/2003	\$33,363.75
AF04-304	2004 CHEVY COBALT	5/15/2003	\$15,860.00
AF04-304	2004 CHEVY COBALT	3/15/2003	\$205,546.77
AF04-304	2004 CHEVY COBALT	12/15/1999	\$182,757.88
AF04-304	2004 CHEVY COBALT	1/15/1999	\$7,549.00
AF04-304	2004 CHEVY COBALT	7/15/1999	\$239,785.70
AF04-304	2004 CHEVY COBALT	1/15/1999	\$61,837.15
AF04-304	2004 CHEVY COBALT	2/15/1999	\$75,070.10
AF04-304	2004 CHEVY COBALT	5/15/1999	\$62,422.59
AF04-304	2004 CHEVY COBALT	8/15/1999	\$2,426.00
AF04-304	2004 CHEVY COBALT	8/15/1999	\$135,200.00
AF04-304	2004 CHEVY COBALT	8/15/1999	\$5,900.00
AF04-304	2004 CHEVY COBALT	8/15/1999	\$40,264.82
AF04-304	2004 CHEVY COBALT	6/15/1999	\$40,268.55
AF04-304	2004 CHEVY COBALT	8/15/1999	\$103,780.97
AF04-304	2004 CHEVY COBALT	7/15/1999	\$4,040.10
AF04-304	2004 CHEVY COBALT	6/15/1999	\$75,365.00
AF04-304	2004 CHEVY COBALT	6/15/1999	\$5,920.00
AF04-304	2004 CHEVY COBALT	5/15/1999	\$125,035.42
AF04-304	2004 CHEVY COBALT	5/15/1999	\$5,915.00
AF04-304	2004 CHEVY COBALT	4/15/1999	\$621,758.00
AF04-304	2004 CHEVY COBALT	4/15/1999	\$27,034.45
AF04-304	2004 CHEVY COBALT	4/15/1999	\$21,065.00
AF04-304	2004 CHEVY COBALT	4/15/1999	\$21,530.53
AF04-304	2004 CHEVY COBALT	4/15/1999	\$22,861.00
AF04-304	2004 CHEVY COBALT	4/15/1999	\$22,308.00
AF04-304	2004 CHEVY COBALT	4/15/1999	\$23,528.00
AF04-304	2004 CHEVY COBALT	4/15/1999	\$23,630.52
AF04-304	2004 CHEVY COBALT	4/15/1999	\$75,925.00
AF04-304	2004 CHEVY COBALT	4/15/1999	\$23,590.00
AF04-304	2004 CHEVY COBALT	4/15/1999	\$27,827.63

LP-204	LIGHT PLANT	11/15/1993
LP-205	LIGHT PLANT	11/15/1993
LP-206	LIGHT PLANT	11/15/1993
LP-207	LIGHT PLANT	11/15/1993
MT-15	MOTOR GRADER	11/15/1993
MT-303	1981 CHEV WELDING TK	11/15/1993
MT-302	1981 CHEV FLATBED	11/15/1993
MT-320	MAINT TRK ELEC BUCKET	11/15/1993
MT-509	MAINT TRK WITH CRANE	11/15/1993
MT-315	1990 FORD WELDING TK (BOLD TRADED IN 10/21/05)	11/15/1993
MT-314	1990 FORD SERV TK	11/15/1993
MT-500	1981 FORD F-600	11/15/1993
MT-506	1983 FORD F-600	11/15/1993
MT-510	1991 FORD F-600 (1984 WAS 1980) (BOLD TRADED IN 10/21/05)	11/15/1993
MT-1	MOTORVATOR	11/15/1993
RD-38	RUBBER TIRE DOZER	11/15/1993
RD-37	RUBBER TIRE DOZER	11/15/1993
REEL-51	REEL SAME AS RD-31	11/15/1993
S-1	SHOVEL	11/15/1993
S-2	SHOVEL	11/15/1993
S-3	SHOVEL	11/15/1993
T-24	WABCO	11/15/1993
T-53	WABCO	11/15/1993
T-54	WABCO	11/15/1993
T-58	WABCO	11/15/1993
T-59	WABCO	11/15/1993
T-60	WABCO SALWAGE TRUCK	11/15/1993
TD-02	TRACK DOZER	11/15/1993
TD-04	TRACK DOZER	11/15/1993
TD-03	TRACK DOZER	11/15/1993
TD-202	1981 FORD SAND TK	11/15/1993
W-303	WELDER LINCOLN ARC	11/15/1993
W-310	WELDER LINCOLN ARC	11/15/1993
WP-203	WATER PUMP	11/15/1993
WP-202	WATER PUMP	11/15/1993
WT-72	WATER TRUCK	11/15/1993
WT-76	WATER TRUCK	11/15/1993
LD-01	1981 LOAK TRAILER	11/15/1993
FS-02	FLATBED TRAILER	11/15/1993
ST-03	STEAM TRAILER	11/15/1993
P-144	1983 FORD F250 4X4	11/15/1993
P-244	1984 FORD F250 4X4	11/15/1993
P-512	1990 FORD WELDING TK (BOLD TRADED IN 10/21/05)	11/15/1993
P-558	1989 FORD F250 4X4	11/15/1993
P-557	1989 CHEV SUBURBAN	11/15/1993
P-556	1990 CHEV SUBURBAN	11/15/1993
P-559	1989 FORD F250 4X4 (BOLD TRADED IN 10/21/05)	11/15/1993
P-142	1985 CHEV P.U.	11/15/1993
P-340	1984 CHEV P.U.	11/15/1993
P-348	1985 CHEV P.U.	11/15/1993
P-451	1985 FORD F-150 4X2	11/15/1993
P-519	1984 CHEV P.U.	11/15/1993
P-521	1982 GMC	11/15/1993
P-295		11/15/1993
P-242	1987 TL CRANE AXIO	11/15/1993
T-215	1980 GMC 600MTRUCK	11/15/1993
P-348	1985 CHEV CREW CAB (BOLD TRADED IN 10/21/05)	11/15/1993
C-304M	GALLION 150A CRANE	11/15/1993
C-308M	GALLION 190A CRANE	11/15/1993
C-309M	CASE DROT CARRY DEC CRANE	11/15/1993
FL310M	FORKLIFT 310	11/15/1993
FL319M	CLARK FORKLIFT	11/15/1993
L-24M	CLARK BOBCAT LOADER (L-2)	11/15/1993
TD-05M	TRACK DOZER	11/15/1993
DN-303M	CASE 4000 BACKHOE	11/15/1993
MT500M	STINGER 300M TRUCK	11/15/1993
MT511M	1981 FORD F-600	11/15/1993
MT504M	1982 FORD F-600	11/15/1993
MT505M	1981 FORD F-600	11/15/1993
	AIR COMPRESSOR	11/15/1993
	HIGH PRESSURE WASHER	11/15/1993
	WELDER, R3M 500	11/15/1993
	WELDER, R3S 400	11/15/1993
	WELDER, RSR 400	11/15/1993
	WELDER, DC 400	11/15/1993
	WELDER, DE 400	11/15/1993
	WELDER, DC400	11/15/1993
	WELDER, 300 AMP	11/15/1993
	WELDER 400 AMP	11/15/1993
	WELDER, 400 AMP	11/15/1993
	WELDING MACHINE	11/15/1993
R-334M	1984 CHEV P.U. (TRADED IN 10/21/05)	11/15/1993
P-537M	1989 FORD 4X4	11/15/1993
P-539A	1989 FORD F-250 4X4	11/15/1993
P-540M	1989 CHEV SUBURBAN	11/15/1993
P-542M	1990 FORD P.U.	11/15/1993
	95V06251	11/15/1993
	AGBL7D1SABV115375	11/15/1993
	1GBL7D1G8BV115374	11/15/1993
	1NTAP18E7BMB35890	11/15/1993
	25DKF386ALCA51170	11/15/1993
	1F0KFS8MTUKA88924	11/15/1993
	1FDNF8CH8BV409432	11/15/1993
	1FDNF8CH8BV408888	11/15/1993
	1FDNF8CH7BV405526	11/15/1993
	94Z0449	11/15/1993
	94Z0448	11/15/1993
	80W5M7	11/15/1993
	80013	11/15/1993
	80155	11/15/1993
	32323	11/15/1993
	CF30481AFE28M	11/15/1993
	CF30531AFE28M	11/15/1993
	CF30621AFE28M	11/15/1993
	CF30662AFE28AB	11/15/1993
	CF30685AFE28AB	11/15/1993
	CF30687AFE28AB	11/15/1993
	2YC1374	11/15/1993
	1JD1816	11/15/1993
	6FC605	11/15/1993
	1FDYW3014BV134754	11/15/1993
	81K 971506	11/15/1993
	81K A-971536	11/15/1993
	94Z0449	11/15/1993
	94Z0448	11/15/1993
	80W5M7	11/15/1993
	80013	11/15/1993
	80155	11/15/1993
	32323	11/15/1993
	CF30481AFE28M	11/15/1993
	CF30531AFE28M	11/15/1993
	CF30621AFE28M	11/15/1993
	CF30662AFE28AB	11/15/1993
	CF30685AFE28AB	11/15/1993
	CF30687AFE28AB	11/15/1993
	2YC1374	11/15/1993
	1JD1816	11/15/1993
	6FC605	11/15/1993
	1FDYW3014BV134754	11/15/1993
	81K 971506	11/15/1993
	81K A-971536	11/15/1993
	94Z0449	11/15/1993
	94Z0448	11/15/1993
	80W5M7	11/15/1993
	80013	11/15/1993
	80155	11/15/1993
	32323	11/15/1993
	CF30481AFE28M	11/15/1993
	CF30531AFE28M	11/15/1993
	CF30621AFE28M	11/15/1993
	CF30662AFE28AB	11/15/1993
	CF30685AFE28AB	11/15/1993
	CF30687AFE28AB	11/15/1993
	2YC1374	11/15/1993
	1JD1816	11/15/1993
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	81K A-971536	11/15/1993
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	94Z0448	11/15/1993
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	80155	11/15/1993
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	CF30662AFE28AB	11/15/1993
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	6FC605	11/15/1993
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	81K 971506	11/15/1993

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P-248H	1990 FORD F75 (TRADED IN 9/20/94)	2FTHF29H0LCA46803	11/15/1993
P-250M	1991 FORD 4X4	1FDRF38779LK446925	11/15/1993
P-251M	1985 CHEV P.U.	1GCGK24M4FF339554	11/15/1993
P-259M	1985 CHEV P.U. (TRADED IN 3/20/95 \$700)	1GCGK24M2FF339592	11/15/1993
P-255M	1985 CHEV P.U.	1GCGK24M0FF339072	11/15/1993
P-163A	1991 GMC FIRE TRUCK	1GDIHK54W7BJ514285	11/15/1993
P-169A	1979 FORD AMBULANCE	3S4AHFC1167	11/15/1993
P-245A	1990 CHEV. SUBURBAN	1GN6V286L125249	11/15/1993
E-210	1992 GMC FIRE TRUCK	C17DEAV144738	11/15/1993
E-201	1990 FORD AMBULANCE	534LHJG2832	11/15/1993
F-306A	FORKLIFT CAT	MOD414C - NO SN	11/15/1993
F-308A	FORKLIFT CAT	MOD4VC9C-SN428735	11/15/1993
F-312A	FORKLIFT HYSTER	RT830A-SN43515	11/15/1993
M-205A	1981 CHEV FLATBED	1GBLJDEK14488	11/15/1993
B-205	1982 BLUEBIRD BUS	1EABZCRABCR055130	11/15/1993
B-213	1980 BLUEBIRD BUS (TRADED IN 12/20/94 \$2000)	1EABZC743LF034758	11/15/1993
	1981 INTL L. TRUCK	1H-TAR18E7BH255888	11/15/1993
	1985 CHEV. TRUCK	1GCGK24M4FF339514	11/15/1993
ALL SHALL BE CLOS. UNIDENTIFIED COMP. ETC. UNLESS A/C PLACED ON FILE		1H-TAR18E7BH255888	11-93
	1981 INTL L. TRUCK	1GCGK24M4FF339514	11-93
	1981 CHEV. TRUCK		

\$50,035,950.51

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Schedule I

The following liens and other encumbrances are excepted as being prior to the Lien hereof, as set forth in Schedule B to the Pro Forma Policy issued by First American Title Insurance Company, dated as of the date hereof and delivered to Collateral Agent on the date hereof, bearing First American Title Insurance Company reference number 11756 and relating to the real property described therein.