

SECURITIES AND EXCHANGE COMMISSION

FORM 8-A12G

Form for registration of a class of securities pursuant to section 12(g)

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BATTLE MOUNTAIN CANADA LTD/CN/

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-A
FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(B) OR (G) OF THE
SECURITIES EXCHANGE ACT OF 1934

BATTLE MOUNTAIN CANADA LTD.
(Exact name of registrant as specified in its charter)

ONTARIO, CANADA
(Jurisdiction of incorporation
or organization)

NOT APPLICABLE
(I.R.S. Employer
Identification No.)

SUITE 2902
1 ADELAIDE STREET EAST
TORONTO, ONTARIO
(Address of principal executive offices)

M5C 2Z9
(Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

| TITLE OF EACH CLASS TO BE SO REGISTERED | Name of each exchange on which EACH CLASS IS TO BE REGISTERED |
|---|--|
| None | Not Applicable |

If this Form relates to the registration of a class of debt securities and is effective upon filing pursuant to General Instruction A.(c)(1), please check the following box. []

If this Form relates to the registration of a class of debt securities and is to become effective simultaneously with the effectiveness of a concurrent registration statement under the Securities Act of 1933 pursuant to General Instruction A.(c)(2), please check the following box. []

Securities to be registered pursuant to Section 12(g) of the Act:

Exchangeable Shares(1)
(title of class)

(1) Includes the Exchangeable Share purchase rights associated with the Exchangeable Shares.

DESCRIPTION OF BATTLE MOUNTAIN CANADA
SHARE CAPITAL

GENERAL

On July 19, 1996, pursuant to the terms of a plan of arrangement (the "Plan of Arrangement") under section 182 of the Business Corporations Act (Ontario) (the "OBCA") contemplated by the Combination Agreement dated as of March 11, 1996 by and between Battle Mountain Gold Company ("Battle Mountain") and Hemlo Gold Mines Inc. ("Hemlo Gold"), as amended and restated (the "Combination Agreement"), (i) Hemlo Gold changed its name to Battle Mountain Canada Ltd. ("Battle Mountain Canada"), (ii) Battle Mountain Canada issued 100 common shares of Battle Mountain Canada ("Battle Mountain Canada Common Shares") to Battle Mountain in exchange for 148 shares of common stock, par value \$0.10 per share, of Battle Mountain ("Battle Mountain Common Stock") and (iii) Battle Mountain Canada issued 1.48 of its exchangeable shares (the "Exchangeable Shares") in exchange for each existing common share of Hemlo Gold (the "Hemlo Gold Common Shares") (other than Hemlo Gold Common Shares held by Battle Mountain and by holders who properly exercised their rights of dissent and are ultimately entitled to be paid fair value for their shares).

Battle Mountain Canada is authorized to issue an unlimited number of Battle Mountain Canada Common Shares, an unlimited number of its subordinate shares ("Subordinate Shares"), an unlimited number of its preferred shares ("Preferred Shares") and an unlimited number of Exchangeable Shares.

The R-M Trust Company at its offices in Montreal, Toronto and Vancouver is the transfer agent and registrar for Battle Mountain Canada.

The following description of certain rights, privileges, restrictions and conditions attaching to the Battle Mountain Canada Common Shares, the Battle Mountain Canada Preferred Shares, the Battle Mountain Canada Subordinate Shares and the Exchangeable Shares is qualified in its entirety by reference to the full text of the Articles of Amalgamation of Hemlo Gold dated January 1, 1995, the Exchangeable Share provisions attached to the Plan of Arrangement (the "Exchangeable Share Provisions"), the Voting, Support and Exchange Trust Agreement (the "Voting, Support and Exchange Trust Agreement") entered into among Battle Mountain, Battle Mountain Canada and the trustee thereunder, The R-M Trust Company, or any successor thereto (the "Trustee") and the Rights Agreement dated as of July 19, 1996 between Battle Mountain Canada and The R-M Trust Company, which are included as exhibits to this Registration Statement and are incorporated herein by reference.

BATTLE MOUNTAIN CANADA COMMON SHARES

The holders of Battle Mountain Canada Common Shares are entitled to receive notice of and to attend all meetings of the shareholders of Battle

Mountain Canada and are entitled to one vote for each share held of record on all matters submitted to a vote of holders of Battle Mountain Canada Common Shares. Subject to the prior rights of the holders of Exchangeable Shares and any other shares ranking senior to the Common Shares with respect to priority in the payment of dividends, the holders of Battle Mountain Canada Common Shares are entitled to receive such dividends as may be declared by the Battle Mountain Canada Board of Directors out of funds legally available therefor. Holders of Battle Mountain Canada Common Shares are entitled upon any liquidation, dissolution or winding up of Battle Mountain Canada, subject to the prior rights of the holders of the Exchangeable Shares and to any other shares ranking senior to the Battle Mountain Canada Common Shares, to receive the remaining property and assets of Battle Mountain Canada.

BATTLE MOUNTAIN CANADA PREFERRED SHARES

The Preferred Shares of Battle Mountain Canada are issuable in series. The directors are empowered to fix the number of shares in and the designation and attributes of each series.

BATTLE MOUNTAIN CANADA SUBORDINATE SHARES

The Subordinate Shares of Battle Mountain Canada are issuable in series. The directors are empowered to fix the number of shares in and the designation and attributes of each series. The Subordinate Shares of Battle Mountain Canada rank junior to the Exchangeable Shares to the same extent as the Battle Mountain Canada Common Shares.

BATTLE MOUNTAIN CANADA EXCHANGEABLE SHARES

DIVIDENDS. Holders of Exchangeable Shares are entitled to receive dividends equivalent to dividends paid from time to time by Battle Mountain on shares of Battle Mountain Common Stock, and are not otherwise entitled to receive dividends. The declaration date, record date and payment date for dividends on the Exchangeable Shares will be the same as that for the corresponding dividends on the Battle Mountain Common Stock.

CERTAIN RESTRICTIONS. Except as provided in the next sentence, Battle Mountain Canada will not without the approval of the holders of the Exchangeable Shares as set forth below under "-- Amendment and Approval":

(a) pay any dividend on the Battle Mountain Canada Common Shares, Subordinate Shares or any other shares ranking junior to the Exchangeable Shares, other than stock dividends payable in Battle Mountain Canada Common Shares, Subordinate Shares or any such other shares ranking junior to the Exchangeable Shares, as the case may be;

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(b) redeem, purchase or make any capital distribution in respect of Battle Mountain Canada Common Shares, Subordinate Shares or any other shares ranking junior to the Exchangeable Shares;

(c) redeem or purchase any other shares of Battle Mountain Canada ranking equally with the Exchangeable Shares with respect to the payment of dividends or on any liquidation distribution; or

(d) issue any shares other than (i) Exchangeable Shares, (ii) Battle Mountain Canada Common Shares, (iii) Subordinate Shares, (iv) Preferred Shares issuable in connection with the exercise of rights associated with Exchangeable Shares having terms substantially the same as the BMG Rights issued under the BMG Rights Agreement (as those terms are defined below under "-Exchangeable Share Rights") and (v) any other shares not ranking superior to the Exchangeable Shares.

The restrictions in clauses (a), (b) and (c) above will not apply at any time when the dividends on the outstanding Exchangeable Shares corresponding to dividends declared on the Battle Mountain Common Stock have been declared and paid in full.

LIQUIDATION OF BATTLE MOUNTAIN CANADA. In the event of the liquidation, dissolution or winding up of Battle Mountain Canada or any other proposed distribution of the assets of Battle Mountain Canada among its shareholders for the purpose of winding up its affairs, a holder of Exchangeable Shares is entitled to receive from Battle Mountain Canada for each Exchangeable Share on the effective date of such liquidation, dissolution or winding up (the "Liquidation Date") an amount to be satisfied by issuance of one share of Battle Mountain Common Stock, plus an additional amount equivalent to the full amount of all declared and unpaid dividends on such Exchangeable Share (the "Liquidation Amount") .

On or after the Liquidation Date, a holder of Exchangeable Shares may surrender certificates representing such Exchangeable Shares, together with such other documents as may be required, to Battle Mountain Canada's registered office or the office of the transfer agent. Upon receipt of the certificates and other documents and subject to the exercise by Battle Mountain and Battle Mountain Canada Holdco, Inc., an indirect wholly owned subsidiary of Battle Mountain ("Battle Mountain Sub"), of its Liquidation Call Right described below, Battle Mountain Canada will deliver the Liquidation Amount to such holder at the address recorded in the securities register or by holding the Liquidation Amount for pick up by the holder at Battle Mountain Canada's registered office or the office of the transfer agent, as specified by Battle Mountain Canada in a notice to such holders.

Upon the occurrence of a liquidation, dissolution or winding up of Battle Mountain Canada, Battle Mountain and Battle Mountain Sub have the right (the "Liquidation Call Right") to purchase all but not less than all of the Exchangeable Shares then outstanding (other than Exchangeable Shares held by Battle Mountain, Battle Mountain Sub or a single wholly owned subsidiary of Battle Mountain incorporated under the federal laws of Canada or a province thereof ("Canada Holdco"))

at a purchase price per share equal to the Liquidation Amount and, upon the exercise of the Liquidation Call Right, the holders thereof will be obligated to sell such shares to Battle Mountain or Battle Mountain Sub, as applicable. The purchase by Battle Mountain or Battle Mountain Sub of all of the outstanding Exchangeable Shares upon the exercise of the Liquidation Call Right will occur on the Liquidation Date.

The Liquidation Call Right may, in general, be exercised, at the election of Battle Mountain, by either Battle Mountain or Battle Mountain Sub, but with respect to a holder who acquires in the arrangement referred to in the Combination Agreement (the "Arrangement") Exchangeable Shares that are exchangeable into more than 5 percent of the number of shares of Battle Mountain Common Stock outstanding at 12:01 a.m. (Toronto time) (the "Effective Time") on the effective date of the Arrangement (the "Effective Date") and who have properly requested that Battle Mountain enter into a tax cooperation agreement pursuant to the Combination Agreement (an "Initial 5 Percent Holder"), may be exercised only by Battle Mountain Sub unless certain conditions have occurred.

Upon the occurrence of a Battle Mountain Canada Insolvency Event, the trustee under the Voting, Support and Exchange Trust Agreement on behalf of the holders of Exchangeable Shares has the right to require Battle Mountain to purchase any or all of the Exchangeable Shares then outstanding (other than Exchangeable Shares held by Battle Mountain and certain of its subsidiaries) for the Liquidation Amount as described under "-- Voting, Support and Exchange Trust Agreement -- Optional Exchange Right in case of a Battle Mountain Canada Insolvency Event." A "Battle Mountain Canada Insolvency Event" is the institution by Battle Mountain Canada of any proceeding to be adjudicated a bankrupt or insolvent or to be dissolved or wound up, or the consent of Battle Mountain Canada to the institution of bankruptcy, insolvency, dissolution or winding-up proceedings against it, or the filing of a petition, answer or consent seeking dissolution or winding up under any bankruptcy, insolvency or analogous laws, including without limitation the Companies Creditors' Arrangement Act (Canada) and the Bankruptcy and Insolvency Act (Canada), and the failure by Battle Mountain Canada to contest in good faith any such proceedings commenced in respect of Battle Mountain Canada within 15 days of becoming aware thereof, or the consent by Battle Mountain Canada to the filing of any such petition or to the appointment of a receiver, or the making by Battle Mountain Canada of a general assignment for the benefit of creditors, or the admission in writing by Battle Mountain Canada of its inability to pay its debts generally as they become due, or Battle Mountain Canada not being permitted, pursuant to solvency requirements of applicable law, to redeem any Exchangeable Shares pursuant to the Exchangeable Share Provisions.

AUTOMATIC EXCHANGE ON LIQUIDATION OF BATTLE MOUNTAIN. Upon the occurrence of a Battle Mountain Liquidation Event, Battle Mountain is required to purchase each outstanding Exchangeable Share (other than Exchangeable Shares held by Battle Mountain, Battle Mountain Sub or Canada Holdco) and holders of Exchangeable Shares are required to sell the Exchangeable Shares held by them at that time, in exchange for one share of Battle Mountain Common Stock for each such Exchangeable Share, plus an additional amount equivalent to the full amount

of all declared and unpaid dividends on the Exchangeable Share, on the fifth business day prior to the effective date of the liquidation, dissolution or winding up contemplated by a Battle Mountain Liquidation Event.

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A "Battle Mountain Liquidation Event" means (i) any determination by Battle Mountain's Board of Directors to institute voluntary liquidation, dissolution or winding-up proceedings with respect to Battle Mountain or to effect any other distribution of assets of Battle Mountain among its stockholders for the purpose of winding up its affairs or (ii) receipt by Battle Mountain of notice of, or Battle Mountain otherwise becoming aware of, any threatened or instituted claim, suit, petition or other proceeding with respect to the involuntary liquidation, dissolution or winding up of Battle Mountain or to effect any other distribution of assets of Battle Mountain among its stockholders for the purpose of winding up its affairs.

Upon a holder's request and surrender of Exchangeable Share certificates, duly endorsed in blank and accompanied by such instruments of transfer as Battle Mountain may reasonably require, Battle Mountain will deliver to such holder certificates representing an equivalent number of shares of Battle Mountain Common Stock plus a check in the amount equivalent to the full amount of all declared and unpaid dividends on the Exchangeable Shares.

RETRACTION OF EXCHANGEABLE SHARES BY HOLDERS. A holder of Exchangeable Shares is entitled at any time to require Battle Mountain Canada to redeem any or all of the Exchangeable Shares held by such holder for a retraction price per share to be satisfied by issuance of one share of Battle Mountain Common Stock, plus an additional amount equivalent to the full amount of all declared and unpaid dividends on the Exchangeable Shares, subject to the Retraction Call Rights of Battle Mountain and Battle Mountain Sub described below. Holders of the Exchangeable Shares may effect such retraction by presenting a certificate or certificates to Battle Mountain Canada or its transfer agent representing the number of Exchangeable Shares the holder desires to retract, together with a duly executed statement (the "Retraction Request") specifying the number of Exchangeable Shares the holder wishes to retract and such other documents as may be required to effect the retraction of the Exchangeable Shares. The retraction will become effective five business days after the date on which Battle Mountain Canada receives the Retraction Request from the holder (the "Retraction Date").

When a holder requests Battle Mountain Canada to redeem the Exchangeable Shares, Battle Mountain or Battle Mountain Sub has an overriding right (the "Retraction Call Right") to purchase all but not less than all of the Exchangeable Shares that the holder has requested Battle Mountain Canada to redeem at a purchase price per share equal to one share of Battle Mountain Common Stock, plus an additional amount equivalent to the full amount of all declared and unpaid dividends on the Exchangeable Share (the "Retraction Price").

At the time of a Retraction Request by a holder of Exchangeable Shares, Battle Mountain Canada will immediately notify Battle Mountain and Battle

Mountain Sub. Battle Mountain or Battle Mountain Sub must then advise Battle Mountain Canada within two business days as to whether the Retraction Call Right will be exercised. If either Battle Mountain or Battle Mountain Sub so advises Battle Mountain Canada within such two business day period, Battle Mountain Canada will notify the holder as soon as possible thereafter that the Retraction Call Right will be exercised. A holder may revoke his or her Retraction Request at any time prior to the close of

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business on the business day preceding the Retraction Date, in which case the holder's Exchangeable Shares will neither be purchased by Battle Mountain or Battle Mountain Sub nor be redeemed by Battle Mountain Canada. If the holder does not revoke his or her Retraction Request, on the Retraction Date the Exchangeable Shares that the holder has requested Battle Mountain Canada to redeem will be purchased by Battle Mountain or Battle Mountain Sub or redeemed by Battle Mountain Canada, as the case may be, in each case at a purchase price per share equal to one share of Battle Mountain Common Stock, plus an additional amount equivalent to the full amount of all declared and unpaid dividends on the Exchangeable Share.

The Retraction Call Right may, in general, be exercised, at the election of Battle Mountain, by either Battle Mountain or Battle Mountain Sub, but with respect to an Initial 5 Percent Holder, may be exercised only by Battle Mountain Sub unless certain conditions have occurred.

If, as a result of solvency provisions of applicable law, Battle Mountain Canada is not permitted to redeem all Exchangeable Shares tendered by a retracting holder, Battle Mountain Canada will redeem only those Exchangeable Shares tendered by the holder (rounded down to a whole number of shares) as would not be contrary to such provisions of applicable law. The holder of any Exchangeable Shares not redeemed by Battle Mountain Canada will be deemed to have required Battle Mountain to purchase such unretracted shares in exchange for Battle Mountain Common Stock on the retraction date pursuant to the optional exchange right (the "Exchange Right") granted to the Trustee for the use and benefit of the holders of the Exchangeable Shares pursuant to the Voting, Support and Exchange Trust Agreement to require Battle Mountain to exchange Exchangeable Shares for shares of Battle Mountain Common Stock, plus an additional amount equivalent to any declared and unpaid dividends on such Exchangeable Shares, upon the occurrence of a Battle Mountain Canada Insolvency Event. See "-- Voting, Support and Exchange Trust Agreement -- Optional Exchange Right in case of a Battle Mountain Canada Insolvency Event."

REDEMPTION OF EXCHANGEABLE SHARES. Subject to applicable law and the Redemption Call Right of Battle Mountain or Battle Mountain Sub described below, on any date on or after July 31, 2003 established by the Battle Mountain Canada Board of Directors for the redemption of the Exchangeable Shares pursuant to the Exchangeable Share Provisions or such earlier date as established for such purpose by the Battle Mountain Canada Board of Directors if there are fewer than 5,000,000 Exchangeable Shares outstanding (other than Exchangeable Shares held by Battle Mountain and its direct and indirect subsidiaries and subject to

adjustment to such number of shares to reflect permitted changes to Exchangeable Shares) (the "Optional Redemption Date"), Battle Mountain Canada will redeem all but not less than all of the then outstanding Exchangeable Shares for a redemption price per share equal to one share of Battle Mountain Common Stock, plus an additional amount equivalent to the full amount of all declared and unpaid dividends on the Exchangeable Shares (the "Redemption Price"). Battle Mountain Canada will, at least 120 days prior to the relevant Optional Redemption Date, provide the registered holders of the Exchangeable Shares with written notice of the proposed redemption of the Exchangeable Shares by Battle Mountain Canada. On or after the Optional Redemption Date, upon the holder's presentation and surrender of the certificates representing the Exchangeable Shares and such other documents as may

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be required at the office of the transfer agent or the registered office of Battle Mountain Canada, Battle Mountain Canada will deliver the Redemption Price to the holder at the address of the holder recorded in the securities register or by holding the Redemption Price for pick up by the holder at the registered office of Battle Mountain Canada or the office of the transfer agent as specified in the written notice.

Notwithstanding a proposed redemption of the Exchangeable Shares by Battle Mountain Canada on an Optional Redemption Date pursuant to the Exchangeable Share Provisions, Battle Mountain and Battle Mountain Sub have an overriding right (the "Redemption Call Right"), to purchase on such Optional Redemption Date all but not less than all of the Exchangeable Shares then outstanding (other than Exchangeable Shares held by Battle Mountain, Battle Mountain Sub or Canada Holdco) in exchange for the Redemption Price and, upon the exercise of the Redemption Call Right, the holders thereof will be obligated to sell such shares to Battle Mountain or Battle Mountain Sub, as applicable. If either Battle Mountain or Battle Mountain Sub exercises the Redemption Call Right, Battle Mountain Canada's right to redeem the Exchangeable Shares on such Optional Redemption Date will terminate.

The Redemption Call Right may, in general, be exercised, at the election of Battle Mountain, by either Battle Mountain or Battle Mountain Sub, but with respect to an Initial 5 Percent Holder, may be exercised only by Battle Mountain Sub unless certain conditions have occurred. If the Redemption Call Right is exercised, Battle Mountain Canada may elect to redeem all then outstanding Exchangeable Shares on a subsequent Optional Redemption Date.

VOTING RIGHTS. Except as required by applicable law, the holders of the Exchangeable Shares are not entitled as such to receive notice of or attend any meeting of the shareholders of Battle Mountain Canada or to vote at any such meeting.

AMENDMENT AND APPROVAL. The rights, privileges, restrictions and conditions attaching to the Exchangeable Shares may be changed only with the approval of the holders thereof. Any such approval or any other approval or consent to be given by the holders of the Exchangeable Shares will be

sufficiently given if given in accordance with applicable law and subject to a minimum requirement that such approval or consent be evidenced by a resolution passed by not less than two-thirds of the votes cast thereon (other than shares beneficially owned by Battle Mountain, Battle Mountain Sub or any of their direct or indirect subsidiaries) at a meeting of the holders of Exchangeable Shares duly called and held at which holders of at least 50 percent of the then outstanding Exchangeable Shares are present or represented by proxy. In the event that no such quorum is present at such meeting within one-half hour after the time appointed therefor, then the meeting will be adjourned to such place and time (not less than 10 days later) as may be determined at the original meeting and the holders of Exchangeable Shares present or represented by proxy at the adjourned meeting will constitute a quorum thereat and may transact the business for which the meeting was originally called. At the adjourned meeting, a resolution passed by the affirmative vote of not less than two-thirds of the votes cast thereon will constitute the approval or consent of the holders of the Exchangeable Shares.

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ACTIONS BY BATTLE MOUNTAIN CANADA UNDER VOTING, SUPPORT AND EXCHANGE TRUST AGREEMENT. Under the Exchangeable Share Provisions, Battle Mountain Canada has agreed to take all such actions and do all such things as are necessary or advisable to perform and comply with its obligations under, and to ensure the performance and compliance by Battle Mountain with its obligations under, the Voting, Support and Exchange Trust Agreement.

VOTING, SUPPORT AND EXCHANGE TRUST AGREEMENT

The following is a summary description of the material provisions of the Voting, Support and Exchange Trust Agreement and is qualified in its entirety by reference to the full text of the Voting, Support and Exchange Trust Agreement, which is included as an exhibit to this Registration Statement and is incorporated herein by reference.

VOTING RIGHTS. Pursuant to the Voting, Support and Exchange Trust Agreement, Battle Mountain has issued one share (the "Special Voting Share") of its Special Voting Stock, par value \$0.10 per share (the "Special Voting Stock"), to the Trustee for the benefit of the holders (other than Battle Mountain and certain subsidiaries of Battle Mountain) of the Exchangeable Shares. The Special Voting Share has a number of votes, which may be cast at any meeting at which Battle Mountain stockholders are entitled to vote, equal to the number of outstanding Exchangeable Shares (other than shares held by Battle Mountain and certain subsidiaries of Battle Mountain). With respect to any written consent sought from the Battle Mountain stockholders, the Special Voting Share will have a like number of votes.

Each holder of an Exchangeable Share on the record date for any meeting at which Battle Mountain stockholders are entitled to vote is entitled to instruct the Trustee to exercise one of the votes attached to the Special Voting Share for such Exchangeable Share. The Trustee will exercise each vote attached to the Special Voting Share only as directed by the relevant holder and, in the

absence of instructions from a holder as to voting, will not exercise such votes. A holder may, upon instructing the Trustee, obtain a proxy from the Trustee entitling the holder to vote directly at the relevant meeting the votes attached to the Special Voting Share to which the holder is entitled.

The Trustee will send to the holders of the Exchangeable Shares the notice of each meeting at which the Battle Mountain stockholders are entitled to vote, together with the related meeting materials and a statement as to the manner in which the holder may instruct the Trustee to exercise the votes attaching to the Special Voting Share, at the same time as Battle Mountain sends such notice and materials to the Battle Mountain stockholders. The Trustee will also send to the holders copies of all information statements, interim and annual financial statements, reports and other materials sent by Battle Mountain to the Battle Mountain stockholders at the same time as such materials are sent to the Battle Mountain stockholders. To the extent such materials are provided to the Trustee by Battle Mountain, the Trustee will also send to the holders all materials sent by third parties to Battle Mountain stockholders, including dissident proxy circulars and tender and exchange offer circulars, as soon as possible after such materials are first sent to Battle Mountain stockholders.

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All rights of a holder of Exchangeable Shares to exercise votes attached to the Special Voting Share will cease upon the exchange of all of such holder's Exchangeable Shares for shares of Battle Mountain Common Stock.

OPTIONAL EXCHANGE RIGHT IN CASE OF A BATTLE MOUNTAIN CANADA INSOLVENCY EVENT. Upon the occurrence and during the continuance of a Battle Mountain Canada Insolvency Event, a holder of Exchangeable Shares is entitled to instruct the Trustee to exercise the optional Exchange Right with respect to any or all of the Exchangeable Shares held by such holder, thereby requiring Battle Mountain to purchase such Exchangeable Shares from the holder. Immediately upon the occurrence of a Battle Mountain Canada Insolvency Event or any event which may, with the passage of time or the giving of notice, become a Battle Mountain Canada Insolvency Event, Battle Mountain Canada and Battle Mountain will give written notice thereof to the Trustee. As soon as practicable thereafter, the Trustee will then notify each holder of Exchangeable Shares of such event or potential event and will advise the holder of its rights with respect to the optional Exchange Right.

The purchase price payable by Battle Mountain for each Exchangeable Share to be purchased under the optional Exchange Right will be satisfied by issuance of one share of Battle Mountain Common Stock plus an additional amount equivalent to the full amount of all declared and unpaid dividends on the Exchangeable Share.

If, as a result of solvency provisions of applicable law, Battle Mountain Canada is unable to redeem all of the Exchangeable Shares tendered for retraction by a holder in accordance with the Exchangeable Share Provisions, the holder will be deemed to have exercised the optional Exchange Right with respect to the unredeemed Exchangeable Shares and Battle Mountain will be required to

purchase such shares from the holder in the manner set forth above.

BATTLE MOUNTAIN SUPPORT OBLIGATION. Under the Voting, Support and Exchange Trust Agreement, Battle Mountain has agreed that: (i) it will not declare or pay dividends on the Battle Mountain Common Stock unless Battle Mountain Canada is able to and simultaneously pays an equivalent dividend on the Exchangeable Shares; (ii) it will advise Battle Mountain Canada in advance of the declaration of any dividend on the Battle Mountain Common Stock and ensure that the declaration date, record date and payment date for dividends on the Exchangeable Shares are the same as those for the Battle Mountain Common Stock and that such dates will correspond with any requirement of the stock exchange on which the Exchangeable Shares are then listed; (iii) it will ensure that the record date for any dividend declared on the Battle Mountain Common Stock is not less than 10 business days after the declaration date for such dividend or such shorter period within which applicable law may be complied with; (iv) it will take all actions and do all things necessary to ensure that Battle Mountain Canada is able to pay to the holders of the Exchangeable Shares the equivalent number of shares of Battle Mountain Common Stock plus any additional amount equivalent to the full amount of all unpaid dividends on the Exchangeable Shares in the event of a liquidation, dissolution or winding up of Battle Mountain Canada, a retraction request by a holder of Exchangeable Shares or a redemption of Exchangeable Shares by Battle Mountain Canada; (v) it will not vote or otherwise take any action or omit to take any action causing the liquidation,

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dissolution or winding up of Battle Mountain Canada; and (vi) it will enable Battle Mountain Canada to maintain a listing for the Exchangeable Shares on a Canadian stock exchange.

The Voting, Support and Exchange Trust Agreement also provides that, without the prior approval of Battle Mountain Canada and the holders of the Exchangeable Shares as set forth under " -- Battle Mountain Canada Exchangeable Shares -- Amendment and Approval," Battle Mountain will not distribute additional shares of Battle Mountain Common Stock or rights to subscribe therefor or other property or assets to all or substantially all holders of shares of Battle Mountain Common Stock, nor change the Battle Mountain Common Stock, unless the same or an economically equivalent distribution on, change to or offer for the Exchangeable Shares (or in the rights of the holders thereof) is made simultaneously. The Battle Mountain Canada Board of Directors is conclusively empowered to determine in good faith and in its sole discretion whether any corresponding distribution on or change to the Exchangeable Shares is the same as or economically equivalent to any proposed distribution on or change to the Battle Mountain Common Stock. In the event of any proposed tender offer, share exchange offer, issuer bid, take-over bid or similar transaction affecting the Battle Mountain Common Stock, Battle Mountain will use reasonable efforts to take all actions necessary or desirable to enable holders of Exchangeable Shares to participate in such transaction to the same extent and on an economically equivalent basis as the holders of Battle Mountain Common Stock.

The Voting, Support and Exchange Trust Agreement also provides that, as

long as any outstanding Exchangeable Shares are owned by any person or entity other than Battle Mountain, Battle Mountain Sub or any of their subsidiaries, Battle Mountain will, unless approval to do otherwise is obtained from the holders of the Exchangeable Shares, remain the direct or indirect beneficial owner of at least 50.1% of all issued and outstanding securities of Battle Mountain Canada having voting rights (excluding the Exchangeable Shares).

With the exception of administrative changes for the purpose of adding covenants for the protection of the holders of the Exchangeable Shares, making certain necessary amendments or curing ambiguities or clerical errors (in each case provided that the board of directors of each of Battle Mountain, Battle Mountain Canada and the Trustee and its counsel are of the opinion that such amendments are not prejudicial to the interests of the holders of the Exchangeable Shares), the Voting, Support and Exchange Trust Agreement may not be amended without the approval of the holders of the Exchangeable Shares as set forth under " -- Battle Mountain Canada Exchangeable Shares -- Amendment and Approval."

Under the Voting, Support and Exchange Trust Agreement, Battle Mountain has agreed not to exercise any voting rights attached to the Exchangeable Shares owned by it or any of its direct or indirect subsidiaries on any matter considered at meetings of holders of Exchangeable Shares (including any approval sought from such holders in respect of matters arising under the Voting, Support and Exchange Trust Agreement).

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DELIVERY OF BATTLE MOUNTAIN COMMON STOCK. Battle Mountain will ensure that all shares of Battle Mountain Common Stock to be delivered by it or Battle Mountain Sub under the Voting, Support and Exchange Trust Agreement or the Plan of Arrangement are duly registered, qualified or approved under applicable Canadian and United States securities laws, if required, so that such shares may be freely traded by the holders thereof (other than any restriction on transfer by reason of a holder being a "control person" of Battle Mountain Canada for purposes of Canadian law or an "affiliate" of Battle Mountain or, prior to the Effective Date, of Hemlo Gold for purposes of United States law). In addition, Battle Mountain will take all actions necessary to cause all such shares of Battle Mountain Common Stock to be listed or quoted for trading on all stock exchanges or quotation systems on which outstanding shares of Battle Mountain Common Stock are then listed or quoted for trading.

EXCHANGEABLE SHARE RIGHTS

Each Exchangeable Share issued upon consummation of the Plan of Arrangement has associated with it one Right (a "Right"). Rights are also issuable in respect of all Exchangeable Shares issuable after such consummation but prior to the earliest of (i) the Distribution Date referred to in the next paragraph, (ii) the date on which the Rights are redeemed as provided below and (iii) November 10, 1998. Each Right entitles the registered holder to purchase from Battle Mountain Canada one Exchangeable Share at a purchase price of U.S.\$60, subject to adjustment (the "Purchase Price"). As provided in the

Combination Agreement, the Rights are intended to provide rights to acquire additional Exchangeable Shares (or in certain circumstances other securities) on terms substantially the same as the rights (the "BMG Rights") attached to each outstanding share of Battle Mountain Common Stock confer the right to acquire shares of Series A Junior Participating Preferred Stock of Battle Mountain (or in certain circumstances Battle Mountain Common Stock or other securities), in accordance with the Rights Agreement dated as of November 10, 1988, as amended and restated as of July 19, 1996, between Battle Mountain and the Bank of New York, as rights agent (the "BMG Rights Agreement").

Rights are now attached to all certificates representing outstanding Exchangeable Shares. The Rights will separate from the Exchangeable Shares and a "Distribution Date" will occur upon the occurrence of a "Distribution Date" under the corresponding provisions of the BMG Rights Agreement. See "Description of Battle Mountain Capital Stock -- Battle Mountain Preferred Stock -- Series A Preferred Stock." The Rights are not exercisable until the Distribution Date and will expire at the close of business on November 10, 1998, unless earlier redeemed by Battle Mountain Canada as described below.

In the event an adjustment is made under the BMG Rights Agreement as a result of (i) Battle Mountain being the surviving corporation in a merger with an "Acquiring Person" (as that term is used below under "Description of Battle Mountain Capital Stock -- Battle Mountain Preferred Stock -- Series A Preferred Stock") under circumstances in which the Battle Mountain Common Stock is not changed or exchanged, (ii) a person becoming the beneficial owner of 30 percent or more of the then outstanding shares of Battle Mountain Common Stock (except pursuant to a tender or

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exchange offer for all outstanding shares of Battle Mountain Common Stock at a price and on terms that a majority of the independent directors of Battle Mountain determines to be fair to and otherwise in the best interests of Battle Mountain and its shareholders), (iii) an Acquiring Person engaging in one or more "self-dealing" transactions as set forth in the BMG Rights Agreement or (iv) during such time as there is an Acquiring Person, an event involving Battle Mountain or a subsidiary of Battle Mountain occurring that results in such Acquiring Person's ownership interest being increased by more than one percent (E.G., a reverse stock split), at any time following the Distribution Date, a corresponding and economically equivalent adjustment will at the same time be made to the Rights such that each holder of a Right will thereafter have the right to receive, upon exercise, such number of Exchangeable Shares (or, in certain circumstances, cash, property or other securities) having a value equal to two times the exercise price of a Right. Notwithstanding any of the foregoing, following the occurrence of any of the events set forth in this paragraph, all Rights that are, or (under certain circumstances specified in the Rights Agreement dated as of July 19, 1996 between Battle Mountain Canada and The R-M Trust Company) were, beneficially owned by any Acquiring Person (or by certain related parties) will be null and void. However, Rights are not exercisable following the occurrence of any of the events set forth above until such time as the BMG Rights are no longer redeemable as described below under

"Description of Battle Mountain Capital Stock -- Battle Mountain Preferred Stock -- Series A Preferred Stock."

In the event that, on or after the Stock Acquisition Date as that term is defined below under "Descriptions of Battle Mountain Capital Stock -- Battle Mountain Preferred Stock -- Series A Preferred Stock" an adjustment is made under the BMG Rights Agreement as a result of (i) Battle Mountain being acquired in a merger or other business combination transaction (other than a merger described in the preceding paragraph or a merger which follows an offer described in the preceding paragraph) or (ii) 50 percent or more of Battle Mountain's assets or earning power being sold or transferred, each holder of a Right (except Rights which previously have been voided as set forth above) will thereafter have the right to receive, upon exercise, common shares of the acquiring company having a value equal to two times the exercise price of the Right.

At such time as the BMG Rights are redeemed pursuant to the BMG Rights Agreement, Battle Mountain Canada is required to redeem all the then outstanding Rights at a price of U.S.\$0.01 per Right, payable, at the option of Battle Mountain Canada, in cash, Exchangeable Shares or such other consideration as the Battle Mountain Canada Board of Directors may determine. The Rights may have certain anti-takeover effects, including deterring someone from acquiring control of Battle Mountain in a manner or on terms not approved by the Battle Mountain Board of Directors. The Rights should not interfere with any merger or other business combination approved by the Battle Mountain Board of Directors.

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DESCRIPTION OF BATTLE MOUNTAIN CAPITAL STOCK

GENERAL

As of August 21, 1996, Battle Mountain is authorized by its Restated Articles of Incorporation, as amended (the "Battle Mountain Articles"), to issue 500,000,000 shares of Battle Mountain Common Stock, 50,000,000 shares of preferred stock, par value \$1.00 per share (the "Battle Mountain Preferred Stock"), and one share of Special Voting Stock. As of August 21, 1996, there are 2,300,000 shares of Battle Mountain Preferred Stock designated by the Board of Directors of Battle Mountain as \$3.25 Convertible Preferred Stock (the "Convertible Preferred Stock") and an additional 5,000,000 shares of Battle Mountain Preferred Stock designated by the Board of Directors of Battle Mountain as Series A Junior Participating Preferred Stock (the "Series A Preferred Stock"). Shares of Series A Preferred Stock have been initially reserved for issuance upon exercise of the BMG Rights hereinafter described. See "--Battle Mountain Preferred Stock--Series A Preferred Stock."

Battle Mountain's ability to pay dividends is subject to certain restrictions contained in loan or credit agreements.

The Bank of New York at its office in New York, New York is the transfer agent and registrar for Battle Mountain.

The following description of certain terms of the Battle Mountain Common Stock, the Battle Mountain Preferred Stock, the Special Voting Stock, the Convertible Preferred Stock and the Series A Preferred Stock and of certain provisions of the Battle Mountain Articles and the bylaws, as amended, of Battle Mountain (the "Battle Mountain Bylaws") is qualified in its entirety by reference to the full text of the Battle Mountain Articles (including the Certificates of Resolution with respect to the Convertible Preferred Stock and the Series A Preferred Stock), the Battle Mountain Bylaws and the BMG Rights Agreement, which are included as exhibits to this Registration Statement and are incorporated herein by reference.

BATTLE MOUNTAIN COMMON STOCK

Subject to the prior rights of any shares of Battle Mountain Preferred Stock that may from time to time be outstanding, holders of Battle Mountain Common Stock are entitled to share ratably in such dividends as may be lawfully declared by the Board of Directors and paid by Battle Mountain and, in the event of liquidation, dissolution or winding up of Battle Mountain, are entitled to share ratably in all assets available for distribution. Battle Mountain is prohibited from declaring or paying dividends on the Battle Mountain Common Stock unless Battle Mountain Canada is able to, and simultaneously does, declare or pay an equivalent dividend on the Exchangeable Shares. See "Description of Battle Mountain Canada Share Capital -- Voting, Support and Exchange Trust Agreement."

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The Battle Mountain Common Stock is entitled to one vote per share held of record on each matter submitted to a vote of stockholders. Except as otherwise provided by law or the Battle Mountain Articles, the Battle Mountain Common Stock and the Special Voting Stock will vote together as a single class in the election of directors and on all matters submitted to a vote of stockholders of Battle Mountain. The holders of Battle Mountain Common Stock have no preemptive rights to purchase any securities of Battle Mountain or cumulative voting rights. Preferred stock purchase rights are issuable in respect of all shares of Battle Mountain Common Stock issued prior to certain events. See " -- Battle Mountain Preferred Stock -- Series A Preferred Stock." All outstanding shares of Battle Mountain Common Stock are validly issued, fully paid and nonassessable. Battle Mountain is not prohibited by the Battle Mountain Articles from repurchasing shares of Battle Mountain Common Stock. Any such repurchases would be subject to any limitations on the amount available for such purpose under applicable corporate law, any applicable restrictions under the terms of any outstanding Battle Mountain Preferred Stock or indebtedness and, in the case of market purchases, such restrictions on the timing, manner and amount of such purchases as might apply in the circumstances under applicable securities laws.

The outstanding Battle Mountain Common Stock is listed on the New York Stock Exchange, the Australian Stock Exchange Limited, the Swiss Stock Exchange and the Frankfurt Stock Exchange under the symbol "BMG."

BATTLE MOUNTAIN SPECIAL VOTING STOCK

Except as otherwise required by law or the Battle Mountain Articles, the Special Voting Share will possess a number of votes equal to the number of outstanding Exchangeable Shares from time to time not owned by Battle Mountain or certain subsidiaries of Battle Mountain, and may be voted in the election of directors and on all other matters submitted to a vote of stockholders of Battle Mountain. The holders of Battle Mountain Common Stock and the holder of the Special Voting Share will vote together as a single class on all matters, except to the extent voting as a separate class is required by applicable law or the Battle Mountain Articles. In the event of any liquidation, dissolution or winding up of Battle Mountain, the holder of the Special Voting Share will not be entitled to receive any assets of Battle Mountain available for distribution to its stockholders. The holder of the Special Voting Share is not entitled to receive dividends. Pursuant to the Combination Agreement, the Special Voting Share was issued to the trustee appointed under the Voting, Support and Exchange Trust Agreement. At such time as the Special Voting Share has no votes attached to it because there are no Exchangeable Shares outstanding not owned by Battle Mountain or certain subsidiaries of Battle Mountain, and there are no shares of stock, debt, options or other agreements of Battle Mountain Canada that could give rise to the issuance of any Exchangeable Shares to any person (other than Battle Mountain or certain subsidiaries of Battle Mountain), the Special Voting Share will be canceled.

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BATTLE MOUNTAIN PREFERRED STOCK

Battle Mountain's Board of Directors is authorized, without any further vote or action by Battle Mountain's stockholders, to divide the Battle Mountain Preferred Stock into series and, with respect to each series, to determine the dividend rights, dividend rates, conversion rights, voting rights (which may be greater or lesser than the voting rights of the Battle Mountain Common Stock), redemption rights and terms, liquidation preferences, sinking fund rights and terms, the number of shares constituting the series and the designation of each series.

CONVERTIBLE PREFERRED STOCK. Holders of shares of Battle Mountain's Convertible Preferred Stock are entitled to receive, when, as and if declared by the Board of Directors of Battle Mountain, an annual cash dividend of U.S.\$3.25 per share, payable in equal quarterly installments. Except as required by law or as described in the next sentence, holders of shares of Convertible Preferred Stock have no voting rights. Whenever dividends on the Convertible Preferred Stock are in arrears for at least six full quarterly dividends, holders of the Convertible Preferred Stock will be entitled (voting separately as a class together with holders of shares of any one or more other series of capital stock of Battle Mountain ranking on a parity with the Convertible Preferred Stock as to dividends and having like voting rights) to elect two additional directors until such dividend arrearage is eliminated. Each share of Convertible Preferred Stock is convertible at any time, at the option of the holder, into shares of

Battle Mountain Common Stock at a conversion rate of 4.762 shares of Battle Mountain Common Stock for each share of Convertible Preferred Stock, subject to adjustment under certain circumstances. The Convertible Preferred Stock is redeemable at any time on and after May 15, 1996, at the option of Battle Mountain, in whole or in part, in exchange for shares of Battle Mountain Common Stock at a redemption price of U.S.\$52.275 per share of Convertible Preferred Stock, and thereafter at prices decreasing ratably annually to U.S.\$50.00 per share on or after May 15, 2003, plus accrued and unpaid dividends. The number of shares of Battle Mountain Common Stock to be issued upon the redemption of any share of Convertible Preferred Stock will be equal to the then-current redemption price divided by the lower of (i) the average of the daily closing prices of the Battle Mountain Common Stock for the 20 consecutive trading days immediately preceding the first business day immediately preceding the date of any applicable redemption notice or (ii) the closing price of the Battle Mountain Common Stock on the trading day immediately preceding the first business day immediately preceding the date of any applicable redemption notice. At no time is the Convertible Preferred Stock redeemable for cash.

In the event of any liquidation, dissolution or winding up of Battle Mountain, the holders of shares of Convertible Preferred Stock are entitled to receive a liquidation preference of U.S.\$50.00 per share, plus an amount equal to any accrued and unpaid dividends to the date of payment, before any distribution of assets is made to holders of Battle Mountain Common Stock or any other stock that ranks junior to the Convertible Preferred Stock as to liquidation rights. The holders of Convertible Preferred Stock and all series or classes of Battle Mountain's stock that rank on a parity as to liquidation rights with the Convertible Preferred Stock are entitled to share ratably, in accordance with the respective preferential amounts payable on such stock, in any distribution which is not sufficient to pay in full the aggregate of the amounts payable thereon.

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The Convertible Preferred Stock is listed for trading on the NYSE. The registrar, transfer agent, conversion agent and dividend disbursing agent for the Convertible Preferred Stock is The Bank of New York.

SERIES A PREFERRED STOCK. On November 10, 1988, the Board of Directors of Battle Mountain declared a dividend of one BMG Right for each outstanding share of Battle Mountain Common Stock to stockholders of record at the close of business on November 21, 1988. BMG Rights are issuable in respect of all shares of Battle Mountain Common Stock issued after such record date but prior to the earliest of (i) the Distribution Date (as defined below), (ii) the date on which the BMG Rights are redeemed as provided below and (iii) November 10, 1998. Each BMG Right entitles the registered holder to purchase from Battle Mountain a unit consisting of one one-hundredth of a share (a "Unit") of Battle Mountain's Series A Preferred Stock, at a purchase price of U.S.\$60 per Unit, subject to adjustment (the "Unit Purchase Price").

The BMG Rights are now attached to all Battle Mountain Common Stock certificates representing outstanding shares, and no separate BMG Rights

Certificates have been distributed. The BMG Rights will separate from the Battle Mountain Common Stock and a "Distribution Date" will occur upon the earlier of (i) 10 days following a public announcement that a person or group of affiliated or associated persons (an "Acquiring Person") has acquired, or obtained the right to acquire, beneficial ownership of 20 percent or more of the outstanding shares of Battle Mountain Common Stock (the date of the announcement being the "Stock Acquisition Date") or (ii) 10 business days (or such later date as may be determined by Battle Mountain's Board of Directors before the Distribution Date occurs) following the commencement of a tender offer or exchange offer that would result in a person or group beneficially owning 30 percent or more of such outstanding shares of Battle Mountain Common Stock. The BMG Rights Agreement provides that Noranda Inc., an Ontario corporation ("Noranda"), will not be an Acquiring Person solely as a result of becoming the beneficial owner of Exchangeable Shares upon consummation of the Arrangement or Battle Mountain Common Stock acquired in exchange therefor unless and until it or any of its affiliates or associates purchase or otherwise become the beneficial owner of any additional shares of Battle Mountain Common Stock or any other person or persons who is (or collectively are) the beneficial owners of any shares of Battle Mountain Common Stock become an affiliate or associate of Noranda unless (x) in either such case, Noranda, together with all of its affiliates or associates, is not then the beneficial owner of 20 percent or more of the shares of Battle Mountain Common Stock then outstanding or (y) in case Noranda becomes the beneficial owner of such additional shares as a result of the acquisition by it of another person or of another person who is such a beneficial owner becoming an affiliate or associate of Noranda as a result of a bona fide transaction undertaken primarily for another purpose not related to the acquisition of beneficial ownership of shares of Battle Mountain Common Stock and not for any purpose with any effect of changing or influencing control of Battle Mountain, Noranda (or such affiliate or associate) promptly divests or causes to be divested such additional shares. The BMG Rights Agreement further provides certain exceptions from the definition of Acquiring Person, conditional on prompt divestiture. For purposes of the BMG Rights, beneficial ownership of Exchangeable Shares is treated as beneficial ownership of Battle Mountain Common Stock and calculations of percentage ownership, the number of shares

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outstanding and related provisions are made on a basis that treats the Battle Mountain Common Stock and Exchangeable Shares as though they are the same security. The BMG Rights are not exercisable until the Distribution Date and will expire at the close of business on November 10, 1998, unless earlier redeemed by Battle Mountain as described below. As described above under "Description of Battle Mountain Canada Share Capital -- Exchangeable Share Rights," each Exchangeable Share has an associated right to acquire additional Exchangeable Shares on terms substantially the same as those on which the BMG Rights confer the right to acquire Series A Preferred Stock (or in certain circumstances Battle Mountain Common Stock or other securities).

In the event that (i) Battle Mountain is the surviving corporation in a merger with an Acquiring Person and the Battle Mountain Common Stock is not changed or exchanged, (ii) a person becomes the beneficial owner of 30 percent

or more of the then outstanding shares of Battle Mountain Common Stock (except pursuant to a tender or exchange offer for all outstanding shares of Battle Mountain Common Stock at a price and on terms that a majority of the independent directors of Battle Mountain determines to be fair to and otherwise in the best interests of Battle Mountain and its stockholders), (iii) an Acquiring Person engages in one or more "self-dealing" transactions as set forth in the BMG Rights Agreement or (iv) during such time as there is an Acquiring Person, an event involving Battle Mountain or a subsidiary of Battle Mountain occurs that results in such Acquiring Person's ownership interest being increased by more than one percent (E.G., a reverse stock split), at any time following the Distribution Date, each holder of a BMG Right will thereafter have the right to receive, upon exercise, Battle Mountain Common Stock (or, in certain circumstances, cash, property or other securities of Battle Mountain) having a value equal to two times the exercise price of the BMG Right. The exercise price is the Unit Purchase Price multiplied by the number of Units issuable upon exercise of the BMG Right prior to the event described in this paragraph (initially, one). Notwithstanding any of the foregoing, following the occurrence of any of the events set forth in this paragraph, all BMG Rights that are, or (under certain circumstances specified in the BMG Rights Agreement) were, beneficially owned by any Acquiring Person (or by certain related parties) will be null and void. However, BMG Rights are not exercisable following the occurrence of any of the events set forth above until such time as the BMG Rights are no longer redeemable by Battle Mountain as set forth below.

In the event that, on or after the Stock Acquisition Date, (i) Battle Mountain is acquired in a merger or other business combination transaction (other than a merger described in the preceding paragraph or a merger which follows an offer described in the preceding paragraph) or (ii) 50 percent or more of Battle Mountain's assets or earning power is sold or transferred, each holder of a BMG Right (except BMG Rights which previously have been voided as set forth above) will thereafter have the right to receive, upon exercise, common stock of the acquiring company having a value equal to two times the exercise price of the BMG Right.

At any time until 10 days following the Stock Acquisition Date, Battle Mountain may redeem the BMG Rights in whole, but not in part, at a price of U.S.\$0.01 per BMG Right, payable, at the option of Battle Mountain, in cash, shares of Battle Mountain Common Stock or such other consideration as the Board of Directors may determine. The BMG Rights may have certain

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antitakeover effects, including deterring someone from acquiring control of Battle Mountain in a manner or on terms not approved by the Board of Directors of Battle Mountain. The BMG Rights should not interfere with any merger or other business combination approved by the Board of Directors of Battle Mountain.

Any shares of Series A Preferred Stock that may be issued upon exercise of the BMG Rights will be nonredeemable. The holders of shares of Series A Preferred Stock will be entitled to receive, when, as and if declared, a preferential quarterly dividend in an amount per share effectively equal to the

greater of U.S.\$2.00 per share or 100 times any cash or noncash dividend or other distribution declared on the Battle Mountain Common Stock (other than dividends payable in shares of Battle Mountain Common Stock), in like kind. In the event of liquidation, the holders of the Series A Preferred Stock will be entitled to receive a liquidation payment per share in an amount effectively equal to the greater of U.S.\$100 per share or 100 times the per share amount distributed to holders of Battle Mountain Common Stock. In the event of any merger, consolidation or other transaction in which shares of Battle Mountain Common Stock are exchanged, the holder of the shares of Series A Preferred Stock will be entitled to receive per share 100 times the amount received per share of Battle Mountain Common Stock. Holders of Series A Preferred Stock will have 100 votes per share of Series A Preferred Stock and, except as otherwise provided in the Battle Mountain Articles or required by law, will vote together with holders of Battle Mountain Common Stock as a single class. The rights of the Series A Preferred Stock as to dividends, liquidation and voting are protected by antidilution provisions. Whenever dividend payments on the Series A Preferred Stock are in arrears, Battle Mountain will not (i) purchase or redeem any shares of Series A Preferred Stock or shares ranking on a parity with respect to the Series A Preferred Stock except in accordance with a purchase offer to all holders, (ii) declare or pay dividends on or purchase or redeem any shares of stock ranking junior to the Series A Preferred Stock or (iii) declare or pay dividends on or purchase or redeem any shares of stock ranking on a parity with the Series A Preferred Stock except dividends paid ratably on the Series A Preferred Stock and all such parity stock and except purchases or redemptions of such parity stock in exchange for junior stock. If dividend payments on the Series A Preferred Stock are in arrears for six quarters, the holders of the Series A Preferred Stock (altogether with holders of any other Preferred Stock with similar rights) will have the right to elect two additional directors of Battle Mountain.

OTHER MATTERS

ANTITAKEOVER PROVISIONS. The Battle Mountain Articles and the Battle Mountain Bylaws contain certain provisions that might be characterized as antitakeover provisions. Such provisions may render more difficult certain possible takeover proposals to acquire control of Battle Mountain and make removal of management of Battle Mountain more difficult.

PROVISIONS OF THE BATTLE MOUNTAIN ARTICLES AND BATTLE MOUNTAIN BYLAWS. The Battle Mountain Articles and the Battle Mountain Bylaws set the number of directors at a minimum of three and a maximum of 12, as may be fixed from time to time by resolution of the entire Board of Directors, and provide that the membership of the classified Board of Directors shall be divided into

three classes, as nearly equal in number as possible, each of which serves for three years, with the term of each class ending in a successive year. Under the Nevada General Corporation Law (the "NGCL"), any director may be removed from office upon the vote of stockholders representing not less than two-thirds of the issued and outstanding capital stock entitled to voting power, unless a

corporation's articles require the concurrence of a larger percentage of the stock entitled to voting power. As permitted by the NGCL, the Battle Mountain Articles provide that a director may be removed from office without cause only by the affirmative vote of the holders of not less than 80 percent of the number of shares of Battle Mountain Common Stock then outstanding.

Pursuant to the Battle Mountain Articles, the vote of holders of 80 percent of the voting power of all stock of Battle Mountain entitled to vote in elections of directors (excluding stock entitled so to be voted only upon the happening of some contingency unless such contingency shall have occurred and is continuing) is required for approval of, with certain exceptions, a merger or consolidation of Battle Mountain with or into another corporation, a sale or lease of all or substantially all the assets of Battle Mountain to another corporation, person or entity and, under certain conditions, a sale or lease to Battle Mountain of assets in exchange for voting securities (or securities convertible into or exchangeable for voting securities) of Battle Mountain or any of its subsidiaries, in each case where the other party to the transaction is the beneficial owner, directly or indirectly, of 5 percent or more of the outstanding shares of any class or series of voting stock of Battle Mountain. In addition, for any transaction to be effected for which the foregoing 80 percent vote is required, it is also required that such transaction be approved by a majority of the outstanding voting power of the voting stock of Battle Mountain, exclusive of the voting stock beneficially owned, directly or indirectly, by the party whose interest in the transaction and stock ownership in Battle Mountain gives rise to the requirement of the 80 percent vote. The foregoing requirements described in this paragraph do not apply to a transaction if (i) the Board of Directors of Battle Mountain has approved a memorandum of understanding with respect to such transaction with the other party to the transaction prior to the time the 5 percent beneficial ownership position is acquired or (ii) the transaction is made with a corporation of which 50 percent or more of its outstanding voting stock is beneficially owned, directly or indirectly, by Battle Mountain.

As permitted by the NGCL, the Battle Mountain Articles provide that no action may be taken by stockholders without a meeting except by the unanimous written consent of all stockholders entitled to vote on such action. Special meetings of stockholders may be called only by a majority of the Board of Directors, the Chairman of the Board or the President of Battle Mountain.

The Battle Mountain Articles require approval of at least 80 percent of the total voting power of the voting stock of Battle Mountain and approval of the holders of at least a majority of the voting power of the voting stock of Battle Mountain exclusive of all voting stock of Battle Mountain owned by beneficial owners of 5 percent or more of the outstanding shares of any class or series of voting stock of Battle Mountain to effect an amendment or repeal of, or the adoption of any provision inconsistent with, the provisions of such articles relating to (i) the alteration, amendment or repeal of the Battle Mountain Bylaws by stockholders, (ii) the organization and powers of the Board of Directors and the nomination, election and removal of directors, (iii) stockholder action without

meetings and the calling of special stockholder meetings or (iv) the affirmative vote required for approval of the transactions described in the preceding paragraph between Battle Mountain and beneficial owners of 5 percent or more of the outstanding shares of any class or series of voting stock of Battle Mountain. The Battle Mountain Articles also require the same affirmative vote for the amendment or repeal of the foregoing provision.

The Battle Mountain Articles and the Battle Mountain Bylaws provide that the Bylaws may be altered, amended or repealed by the stockholders only by the affirmative vote of at least 80 percent of the voting power of all shares of Battle Mountain represented at any regular meeting of stockholders (or at any special meeting thereof duly called for that purpose) and entitled to vote generally in the election of directors, voting together as a class.

The ability of the Board of Directors to determine the preferences, relative rights, qualifications and restrictions of the Preferred Stock and to issue Preferred Stock without stockholder approval could have an antitakeover effect.

The Board of Directors has adopted a preferred stock purchase rights plan which has an antitakeover effect. See "--Battle Mountain Preferred Stock --Series A Preferred Stock" for a description of the plan.

Battle Mountain's committed revolving credit facility provides that it is an event of default thereunder if (a) any person or group acquires beneficial ownership of 20 percent or more of the voting stock of Battle Mountain or (b) during any period of up to 24 consecutive months, individuals who at the beginning of such 24-month period were directors of Battle Mountain cease for any reason to constitute a majority of the Board of Directors of Battle Mountain. (This provision does not apply to the acquisition by Noranda of Exchangeable Shares as provided in the Combination Agreement or the change in composition of Battle Mountain's Board of Directors that occurred upon consummation of the Combination Agreement.)

NEVADA CORPORATION LAW. Sections 78.378 ET SEQ. of the NGCL generally disallow the exercise of voting rights with respect to "control shares" of an "issuing corporation" held by an "acquiring person," unless such voting rights are conferred by a majority vote of the disinterested stockholders. "Control shares" are the voting shares of an issuing corporation acquired in connection with the acquisition of a "controlling interest." "Controlling interest" is defined in terms of threshold levels of voting share ownership, which thresholds, whenever each may be crossed, trigger application of the voting bar with respect to the shares newly acquired. The issue of voting rights is presented at the next annual or special meeting of stockholders after the acquisition in question, unless a special meeting of stockholders is requested sooner by the acquiring person. At such meeting, the votes of an "interested stockholder" are not counted towards the majority approval requirement under this statute. In the event that the control shares are accorded full voting rights (but only if the acquiring person has acquired a majority voting interest

in the issuing corporation), any stockholder, other than the acquiring person, who has not voted in favor of authorizing voting rights for the control shares is entitled to demand payment for the fair value of his shares. Such right

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of payment may, however, be expressly withdrawn by the corporate charter or bylaws. Any charter or bylaw amendment withdrawing such right must be adopted prior to the 10th day following the acquisition of a controlling interest. In the event that the control shares are not accorded full voting rights, the issuing corporation may call for redemption of all, but not less than all, of the control shares at the average price paid for such shares, but only if the corporate charter or bylaws expressly permit such redemption. Any charter or bylaw amendment providing for such right of redemption must be adopted prior to the 10th day following the acquisition of a controlling interest. Battle Mountain's bylaws were amended in connection with the consummation of the Combination Agreement to provide that provisions of the NGCL described in this paragraph do not apply to the acquisition by Noranda of up to 65,242,526 Exchangeable Shares or shares of Battle Mountain Common Stock in the Arrangement (including shares of Battle Mountain Common Stock issuable upon exchange for or redemption of such Exchangeable Shares).

Battle Mountain is subject to Sections 78.411, ET SEQ. of the NGCL, which generally prohibit a publicly held Nevada corporation from engaging in any "combination" with an "interested stockholder" for three years after the date the interested stockholder became an interested stockholder unless, prior to that date, either the combination or the purchase of shares that resulted in the interested stockholder becoming such is approved by the board of directors of the corporation. An "interested stockholder" is a person who, together with affiliates and associates, is the beneficial owner (or within the previous three years was the beneficial owner) of 10 percent or more of the voting power of the corporation's outstanding voting shares. A "business combination" generally includes mergers, asset sales and share issuances above threshold sizes, and certain other transactions resulting in financial benefit to the interested stockholder. Even after the expiration of the three-year period in which such business combinations with an interested stockholder are prohibited, a corporation may not engage in a business combination with an interested stockholder unless, in addition to meeting applicable requirements of the corporation's articles of incorporation, either (1) the combination is approved by the affirmative vote of a majority of the outstanding voting power of the corporation not beneficially owned by the interested stockholder (or affiliates or associates) at a meeting called for that purpose not earlier than the end of such three-year period or (2) certain requirements for the minimum consideration payable to holders other than the disinterested holder are met (based on the higher of (a) the highest price per share paid by the interested stockholder within prescribed periods and (b) the market value per share on the date of announcement of the transaction or the date the interested stockholder became such (in each case plus an amount based on an interest factor net of certain dividends) and (c) in the case of a class other than common stock, the highest preferential amount payable upon liquidation).

DIRECTOR AND OFFICER LIABILITY PROVISIONS. The Battle Mountain Articles eliminate the personal liability of each director and officer of Battle Mountain to Battle Mountain or any of its stockholders for damages resulting from breaches of fiduciary duty as a director or officer involving any act or omission of any such director or officer occurring on or after April 28, 1987. The Battle Mountain Articles do not limit or eliminate the liability of a director or officer for actions or omissions involving intentional misconduct, fraud, a knowing violation of law or payment of an unlawful dividend.

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ITEM 2. EXHIBITS

The following exhibits are filed as part of this Registration Statement on Form 8-A:

EXHIBIT
NUMBER

EXHIBIT TITLE

- *4(a)(1) Restated Articles of Incorporation of Battle Mountain, as amended and restated through May 11, 1988 (Exhibit 4(a)(1) to Battle Mountain's Current Report on Form 8-K dated July 19, 1996; File No. 1-9666).
- *4(a)(2) Certificate of Amendment to Restated Articles of Incorporation of Battle Mountain filed with the Secretary of State of the State of Nevada on July 19, 1996 (Exhibit 4(a)(2) to Battle Mountain's Current Report on Form 8-K dated July 19, 1996; File No. 1-9666).
- *4(b) Certificate of Resolution Establishing Designation, Preferences and Rights of \$3.25 Convertible Preferred Stock (Exhibit 4(b) to Battle Mountain's Current Report on Form 8-K dated July 19, 1996; File No. 1-9666).
- *4(c) Certificate of Amendment of Certificate of Resolution Establishing Designation, Preferences and Rights of Series A Junior Participating Preferred Stock (Exhibit 4(c) to Battle Mountain's Current Report on Form 8-K dated July 19, 1996; File No. 1-9666).
- *4(d) Bylaws of Battle Mountain as amended through July 19, 1996 (Exhibit 4(d) to Battle Mountain's Current Report on Form 8-K dated July 19, 1996; File No. 1-9666).
- *4(e) Rights Agreement, dated November 10, 1988, as amended and restated as of July 19, 1996, between Battle Mountain and The Bank of New York, as Rights Agent (Exhibit 4(e) to Battle Mountain's Current Report on Form 8-K dated July 19, 1996; File No. 1-9666).
- 4(f) Articles of Amalgamation of Hemlo Gold dated January 1, 1995.

*4(g) Plan of Arrangement of Hemlo Gold under Section 182 of the Business Corporations Act (Ontario) (Annex D to Exhibit 20(a), Joint Management Information Circular and Proxy Statement, to Battle Mountain's Current Report on Form 8-K dated June 11, 1996; File No 1-9666).

4(h) Bylaws of Battle Mountain Canada dated December 16, 1986.

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*4(i) Rights Agreement, dated July 19, 1996, between Battle Mountain Canada and The R-M Trust Company, as Rights Agent (Exhibit 4(f) to Battle Mountain's Current Report on Form 8-K dated July 19, 1996; File No. 1-9666).

*4(j) Voting, Support and Exchange Trust Agreement dated as of July 19, 1996 between Battle Mountain, Hemlo Gold and The R-M Trust Company (Annex E to Exhibit 20(a), Joint Management Information Circular and Proxy Statement, to Battle Mountain's Current Report on Form 8-K dated June 11, 1996; File No. 1-9666).

*4(k) Specimen Stock Certificate for the Common Stock of Battle Mountain (Exhibit 4(b) to Battle Mountain's Annual Report on Form 10-K for the fiscal year ended December 31, 1988; File No. 1-9666).

4(l) Specimen Stock Certificate for the Exchangeable Shares of Battle Mountain Canada.

4(m) Specimen Voting Stock Certificate for the Special Voting Stock of Battle Mountain.

* Incorporated by reference as indicated pursuant to Rule 12b-32.

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SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized.

BATTLE MOUNTAIN CANADA LTD.

Date: August 23, 1996

By: MICHAEL C. PROCTOR
Name: Michael C. Proctor,

Title: Vice-President and
Corporate Secretary

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Ministry of Consumer and Commercial Relations
 Ontario
 CORRECTED CERTIFICATE
 This is to certify that these articles are effective on

Ministere de la Consommation et du Commerce
 CERTIFICAT RECTIFIE
 Ceci certifie que les presents statuts entrent en vigueur le

JANUARY 1 JANVIER 1995

Ontario Corporation Number
 Numero de la compagnie en Ontario

1108384

| Trans Code | Line No. | Stat. | Comp Type | Method Incorp. | Share |
|------------|----------|-------|-----------|----------------|-------|
| A | 0 | 0 | A | 3 | S |
| 18 | 20 | 28 | 29 | 30 | 31 |

/s/ [Illegible Signature] Notice
 Director / Directeur N ONTARIO A
 Business Corporation Act / 32 33 47 57
 Loi de sur les compagnies

Form 4
 Business
 Corporations
 Act

Formule
 numero 4
 Loi
 sur les compagnies

ARTICLES OF AMALGAMATION
 STATUTS DE FUSION

1. The name of the amalgamated corporation is: Denomination sociale de la compagnie issue de la fusion:

HEMLO GOLD MINES INC.

2. The address of the registered office is: Adresse du siege social:

Suite 2902, 1 Adelaide Street East

(Street & Number or R.R. Number & if Multi-Office Building give Room No.)

(Rue et numero ou numero de la R.R. et. s'il s'agit d'un edifice a bureau, numero du bureau)

Toronto, Ontario

M5C 2Z9

(Name of Municipality or Post Office) (Postal Code)
 (Nom de la municipalite ou du bureau de poste) (Code postal)

City of Toronto in The Municipality of Metropolitan Toronto
 (Name of Municipality, (County, District or Regional Municipality)
 Geographic Township) dans le/la (Comee, district, municipalitie regionale)
 (Nom de la municipalitie, du canton)

3. Number (or minimum and maximum number) of directors is: Nombre (ou nombres minimal et maximal) d'administrateurs:

A minimum of 5 and a maximum of 15.

<TABLE>

<CAPTION>

4. The director(s) is/are:

Administrateur(s):

Residence address, giving Street & No. or R.R. No.,
 Municipality and Postal Code

Resident
 Canadian
 State
 Yes or No

| First name, initials and last name Prenom, initiales et nom de famille <S> | Adresse personnelle, y compris la rue et le num ro, le numero de la R.R., le nom de le municipalite et le code postal <C> | Resident Canadien Oui/Non <C> |
|---|--|----------------------------------|
| Alex G. Balogh | 355 Balboa Court Oakville, Ontario L6J 1V1 | Yes |
| Ian D. Bayer | 619 Hillsdale Avenue East Toronto, Ontario M4S 1V1 | Yes |
| The Honourable William G. Davis, P.C., C.C., Q.C. | 61 Main Street South Brampton, Ontario L6Y 1M9 | Yes |
| John D. Harvey | 55 Harbour Square Toronto, Ontario M5L 2L1 | Yes |
| Keith C. Hendrick | 169 Rosedale Heights Drive Toronto, Ontario M4T 1C7 | Yes |
| David W. Kerr | 6 Glengowan Road Toronto, Ontario M4N 2P8 | Yes |
| Patrick C. MacCulloch | 77 St. Clair Avenue East Toronto, Ontario M4T 1M5 | Yes |
| James W. McCutcheon, Q.C. | 71 St. Edmund's Drive Toronto, Ontario M4N 2P8 | Yes |
| Mary Mogford </TABLE> | 43 Sunnydale Drive Toronto, Ontario M8Y 2J4 | Yes |

5. A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176(4) of the Business Corporations Act on the date set out below.
- A) Les actionnaires de chaque compagnie qui fusionne ont dument adopte la convention de fusion conformement au paragraphe 176(4) de la Loi sur les compagnies a la date mentionnee ci-dessous.

[]
 Check Cocher
 A or B A ou B
 [X]

- B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the Business Corporations Act on the date set out below.
- B) Les administrateurs de chaque compagnie qui fusionne ont approuve la fusion par voie de resolution conformement a l'article 177 de la Loi sur les compagnies a la date mentionnee ci-dessous. Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

The articles of amalgamation in substance contain the provisions of the articles of incorporation of

HEMLO GOLD MINES INC.

and are more particularly set out in these articles.

et sont enonces textuellement aux presents statuts.

| Names of amalgamating corporations Denomination sociale des compagnies qui fusionnent <S> | Ontario Corporation Number Numero de la compagnie en Ontario <C> | Date of Adoption/Approval Date adoption ou approbation <C> |
|---|--|--|
| HEMLO GOLD MINES INC. | 218237 | December 12, 1994 |
| 1108369 ONTARIO INC. | 1108369 | December 22, 1994 |

- | | |
|--|--|
| 6. Restrictions, if any, on business the corporation may carry on or on powers the corporation exercise. | Limites, s'il y a lieu, imposees aux activites commerciales ou aux pouvoirs de la compagnie. |
|--|--|

There are no restrictions.

- | | |
|--|--|
| 7. The classes and any maximum number of shares that the corporation is authorized to issue: | Categories et nombre maximal, s'il y a lieu, d'actions que la compagnie est autorisee a emettre: |
|--|--|

The Corporation is authorized to issue an unlimited number of Common Shares, an unlimited number of Subordinate Voting Participating Shares and an unlimited number of Preferred Shares.

- | | |
|--|---|
| 8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series: | Droits, privileges, restrictions et conditions, s'il y a lieu, rattaches a chaque categorie d'actions et pouvoirs des administrateurs relatifs a chaque categorie d'actions qui peut etre emise en serie: |
|--|---|

- (1) to provide that the rights, privileges, restrictions and conditions attaching to the Common Shares are as follows:

- (a) Payment of Dividends: The holders of the Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation (the "board") out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or rateably with the holders of the Common Shares, the board may in its sole discretion declare dividends on the Common Shares to the exclusion of any other class of shares of the Corporation.
- (b) Participation upon Liquidation, Dissolution or Winding-Up: In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Common Shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive the assets of the Corporation upon such a distribution in priority to or rateably with the holders of the Common Shares, be entitled to participate rateably in any distribution of the assets of the Corporation.
- (c) Voting Rights: The holders of the Common Shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to 5 votes in respect of each Common Share held at all such meetings.

- (2) to provide that the rights, privileges, restrictions and conditions attaching to the Subordinate Voting Participating Shares are as follows:

- (a) Series: The Subordinate Voting Participating Shares may at any time and from time to time be issued in one or more series. Subject to the following provisions, the board may by resolution fix from time to time before the issue thereof the number of shares in, and determine the designation, rights, privileges, restrictions and conditions attaching to the shares of, each series of Subordinate Voting Participating Shares.
- (b) Payment of Dividends: The holders of the Subordinate Voting Participating Shares shall be entitled to receive dividends if, as and when declared by the board out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board may from time to time determine. However, any dividend which the board may determine to declare and pay at any time on the Subordinate Voting Participating Shares shall be declared and paid at the same time in equal or equivalent amounts per share on all of the Common Shares.

- (c) Subdivision: None of the Subordinate Voting Participating Shares shall be subdivided or otherwise changed into a greater number of shares unless contemporaneously therewith the Common Shares are subdivided or otherwise changed in the same proportion and in the same manner.
 - (d) Participation upon Liquidation, Dissolution or Winding-Up: In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Subordinate Voting Participating Shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive the assets of the Corporation upon such a distribution in priority to or rateably with the holders of the Subordinate Voting Participating Shares, be entitled to participate rateably with the holders of the Common Shares in any distribution of the assets of the Corporation.
 - (e) Voting Rights: The holders of the Subordinate Voting Participating Shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to 1 vote in respect of each Subordinate Voting Participating Share held at all such meetings.
- (3) to provide that the rights, privileges, restrictions and conditions attaching to the Preferred Shares are as follows:

- (a) Series: The Preferred Shares may at any time or from time to time be issued in one or more series. Subject to the following provisions, the board may by resolution fix from time to time before the issue thereof the number of shares in, and determine the designation, rights, privileges, restrictions and conditions attaching to the shares of, each series of Preferred Shares.
- (b) Redemption: Subject to the provisions relating to any particular series, the Corporation may at any time redeem the whole or from time to time any part of the Preferred Shares of any one or more series outstanding at such price as may be applicable to such series by giving at least 30 days prior notice in writing to each person who at the date of giving such notice is the holder of Preferred Shares to be redeemed of the intention of the Corporation to redeem such shares. Such notice shall be given by posting the same in a postage paid letter addressed to each such holder of Preferred Shares to be redeemed at the last address of such holder as it appears on the books of the Corporation or, in the event of the address of any holder not so appearing, then to the address of such holder last known to the Corporation; provided that the accidental failure or omission to give any such notice as aforesaid to one or more of such holders shall not affect the validity of the redemption of the Preferred Shares to be redeemed. Such notice shall set out the redemption price and the date on which the redemption is to take place and, unless all the Preferred Shares held by the holder to whom it is addressed are to be redeemed, shall also set out the number of shares to be redeemed. On or after the date specified for redemption the Corporation shall pay or cause to be paid to the holders of the Preferred Shares to be redeemed the redemption price on presentation and surrender at the registered office of the Corporation, or at any other place or places within Canada designated by such notice, of the certificate or certificates for Preferred Shares called for redemption. Such payment shall be made by cheque payable at par at any branch in Canada of the Corporation's bankers. Preferred Shares in respect of which the redemption price has been paid as aforesaid shall thereupon be redeemed. In case a part only of the Preferred Shares of any particular series is at any time to be redeemed, the shares to be redeemed shall be selected by lot in such manner as the board shall determine. If a part only of such Preferred Shares represented by such certificate shall be redeemed, a new certificate for the balance shall be issued at the expense of the

Corporation. From and after the date specified for redemption in any such notice, the holders of the Preferred Shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof except to receive the redemption price therefor, unless payment of the redemption price shall not be made by the Corporation upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of such holders shall remain unaffected. At any time after the mailing of notice of its intention to redeem any Preferred Shares as aforesaid the Corporation shall have the right to deposit the redemption price of any or all Preferred Shares called for redemption with any chartered bank or banks or with any trust company or trust companies in Canada named for such purpose

in the notice of redemption to the credit of a special account or accounts in trust for the respective holders of such shares, to be paid to them respectively without interest upon surrender to any such bank or trust company of the certificate or certificates representing the same. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred Shares in respect whereof such deposit shall have been made shall be and be deemed to be redeemed and the rights of the holders thereof shall be limited to receiving without interest their proportionate part of the total redemption price so deposited against surrender of the said certificates held by them respectively. Any interest allowed on any such deposit shall belong to the Corporation.

(c) Participation upon Liquidation, Dissolution or Winding-Up: In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Preferred Shares shall be entitled to receive from the assets of the Corporation an amount equal to, in the case of any liquidation, dissolution, winding-up or other distribution which is involuntary, the quotient obtained when the amount of the stated capital account for the Preferred Shares at such time is divided by the number of Preferred Shares then outstanding or, in the case of any liquidation, dissolution, winding-up or other distribution which is voluntary, such quotient plus the premium on redemption, if any, applicable at the date thereof together, in either case, with any declared and unpaid dividend and any cumulative and unpaid dividend accrued thereon (which shall for such purpose be treated as accruing to the date of distribution), before any amount shall be paid or any assets of the Corporation distributed to the holders of any Common Shares, Subordinate Voting Participating Shares or shares of any other class ranking junior to the Preferred Shares. Upon payment to the holders of the Preferred Shares of the amount so payable to them, they shall not be entitled to share in any further distribution of assets of the Corporation.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows: L'emission, le transfert ou la propriete d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:

Not applicable.

10. Other provisions (if any): Autres dispositions, s'il y a lieu:

- (1) to provide that the French form of the name of the Corporation is MINES D'OR HEMLO INC.
- (2) the by-laws of former HEMLO GOLD MINES INC. shall, MUTATIS MUTANDIS, be the by-laws of the Corporation, such by-laws after the effective date hereof to be supplemented, amended or repealed in accordance with the provisions of the BUSINESS CORPORATIONS ACT (Ontario) relating to the making, amending and repealing of by-laws.

11. The statements required by subsection 178(2) of the Business Corporations Act are attached as Schedule "A". Les declarations exigees aux termes du paragraphe 178(2) de la Loi sur les compagnies constituent l'annexe "A".

12. A copy of the amalgamation agreement or directors resolutions (as the case may be) is/are attached as Schedule "B". Une copie de la convention de fusion ou les resolutions des administrateurs (selon le cas) constitue (nt) l'annexe "B".

These articles are signed in duplicate. Les presents statuts sont signes en double exemplaire.

Names of the amalgamating corporations and signatures and descriptions of office of their proper officers.

Denomination sociale des compagnies qui fusionnent, signature et fonction de leurs dirigeants regulierement designes.

HEMLO GOLD MINES INC.

1108369 ONTARIO INC.

By: /s/ MICHAEL C. PROCTOR
Michael C. Proctor,
Vice-President, Finance

By: /s/ JOSEPH J. BAYLIS
Joseph J. Baylis,
Secretary

HGM INC.

By: /s/ JOSEPH J. BAYLIS
Joseph J. Baylis,
Vice-President

SCHEDULE "A"

HEMLO GOLD MINES INC.

STATEMENT

I, Michael C. Proctor, Vice-President, Finance of Hemlo Gold Mines Inc. (the "Corporation"), refer to the proposed amalgamation of the Corporation with HGM Inc. ("HGM") and 1108369 Ontario Inc. ("Ontario") and hereby state that:

1. There are reasonable grounds for believing that:
 - (a) each of the Corporation, HGM and Ontario is able to pay its liabilities as they become due;
 - (b) the corporation continuing from the amalgamation of the Corporation, HGM and Ontario (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
 - (c) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (d) no creditor of the Corporation, HGM or Ontario will be prejudiced by the said amalgamation.
2. No creditor has notified the Corporation that such creditor objects to the proposed amalgamation.

DATED: December 22, 1994.

/S/ MICHAEL C. PROCTOR
Michael C. Proctor,
Vice-President, Finance

SCHEDULE "A-1"

HGM INC.

STATEMENT

I, Joseph J. Baylis, Vice-President of HGM Inc. (the "Corporation"), refer to the proposed amalgamation of the Corporation with Hemlo Gold Mines Inc. ("Hemlo Gold") and 1108369 Ontario Inc. ("Ontario") and hereby state that:

1. There are reasonable grounds for believing that:
 - (a) each of the Corporation, Hemlo Gold and Ontario is able to pay its liabilities as they become due;
 - (b) the corporation continuing from the amalgamation of the Corporation, Hemlo Gold and Ontario (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
 - (c) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (d) no creditor of the Corporation, Hemlo Gold or Ontario will be prejudiced by the said amalgamation.
2. No creditor has notified the Corporation that such creditor objects to the proposed amalgamation.

DATED: December 22, 1994.

/S/ JOSEPH J. BAYLIS
Joseph J. Baylis,
Vice-President

SCHEDULE "A-2"

1108369 ONTARIO INC.

STATEMENT

I, Joseph J. Baylis, Secretary of 1108369 Ontario Inc. (the "Corporation"), refer to the proposed amalgamation of the Corporation with Hemlo Gold Mines Inc. ("Hemlo Gold") and HGM Inc. ("HGM") and hereby state that:

1. There are reasonable grounds for believing that:
 - (a) each of the Corporation, Hemlo Gold and HGM is able to pay its liabilities as they become due;
 - (b) the corporation continuing from the amalgamation of the Corporation, Hemlo Gold and HGM (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
 - (c) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (d) no creditor of the Corporation, Hemlo Gold or HGM will be prejudiced by the said amalgamation.
2. No creditor has notified the Corporation that such creditor objects to the proposed amalgamation.

DATED: December 22, 1994.

/S/ JOSEPH J. BAYLIS
Joseph J. Baylis,
Secretary

SCHEDULE "B"

HEMLO GOLD MINES INC.

"AMALGAMATION WITH HGM INC. AND 3057810 CANADA INC.

RESOLVED that:

1. The amalgamation of the Corporation with HGM Inc. and, subject to 3057810 Canada Inc. being continued under the BUSINESS CORPORATIONS ACT (Ontario) by December 31, 1994, with the continued corporation pursuant to the provisions of subsection 177(1) of the BUSINESS CORPORATIONS ACT (Ontario) effective the earliest possible time on January 1, 1995 is approved and authorized.
2. Upon the amalgamation becoming effective, all the shares of HGM Inc. and the continued corporation shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the corporation continuing from the amalgamation (the "Amalgamated Corporation") shall be the same as the articles of the Corporation.
4. No securities shall be issued, and no assets shall be distributed, by the Amalgamated Corporation in connection with the amalgamation.
5. The by-laws of the Corporation shall, MUTATIS MUTANDIS, be the by-laws of the Amalgamated Corporation, such by-laws after the amalgamation becoming effective to be supplemented, amended or repealed in accordance with the provisions of the BUSINESS CORPORATIONS ACT (Ontario) relating to the making, amending and repealing of by-laws.
6. Each officer of the Corporation is authorized to do all such acts and things and to execute or cause to be executed (whether under the corporate seal of the Corporation or otherwise) all such instruments, agreements and other documents as in such officer's opinion may be necessary or desirable to complete the amalgamation hereby approved and authorized."

I, Michael C. Proctor, Vice-President, Finance of HEMLO GOLD MINES INC. (the "Corporation"), hereby certify that the foregoing is a true and correct copy of a resolution of the directors of the Corporation, and that such resolution is in full force and effect.

DATED: December 12, 1994.

/S/ MICHAEL C. PROCTOR
Michael C. Proctor,
Vice-President, Finance

SCHEDULE "B-1"

HGM INC.

"AMALGAMATION WITH HEMLO GOLD MINES INC. AND 1108369 ONTARIO INC.

RESOLVED that:

1. The amalgamation of the Corporation with Hemlo Gold Mines Inc. ("Hemlo Gold") and 1108369 Ontario Inc. ("Ontario") pursuant to the provisions of subsection 177(1) of the BUSINESS CORPORATIONS ACT (Ontario) effective the earliest possible time on January 1, 1995 is approved and authorized.
2. Upon the amalgamation becoming effective, all the shares of the Corporation and Ontario shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the corporation continuing from the amalgamation (the "Amalgamated Corporation") shall be the same as the articles of Hemlo Gold.
4. No securities shall be issued, and no assets shall be distributed, by the Amalgamated Corporation in connection with the amalgamation.
5. The by-laws of Hemlo Gold shall, MUTATIS MUTANDIS, be the by-laws of the Amalgamated Corporation, such by-laws after the amalgamation becoming effective to be supplemented, amended or repealed in accordance with the provisions of the BUSINESS CORPORATIONS ACT (Ontario) relating to the making, amending and repealing of by-laws.
6. Each officer of the Corporation is authorized to do all such acts and things and to execute or cause to be executed (whether under the corporate seal of the Corporation or otherwise) all such instruments, agreements and other documents as in such officer's opinion may be necessary or desirable to complete the amalgamation hereby approved and authorized."

I, Joseph J. Baylis, Vice-President of HGM INC. (the "Corporation"), hereby certify that the foregoing is a true and correct copy of a resolution of the directors of the Corporation, and that such resolution is in full force and effect.

DATED: December 22, 1994.

/S/ JOSEPH J. BAYLIS
Joseph J. Baylis,
Vice-President

SCHEDULE "B-2"

1108369 ONTARIO INC.

"AMALGAMATION WITH HEMLO GOLD MINES INC. AND HGM INC.

RESOLVED that:

1. The amalgamation of the Corporation with Hemlo Gold Mines Inc. ("Hemlo Gold") and HGM Inc. ("HGM") pursuant to the provisions of subsection 177(1) of the BUSINESS CORPORATIONS ACT (Ontario) effective the earliest possible time on January 1, 1995 is approved and authorized.
2. Upon the amalgamation becoming effective, all the shares of the Corporation and HGM shall be canceled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the corporation continuing from the amalgamation (the "Amalgamated Corporation") shall be the same as the articles of Hemlo Gold.
4. No securities shall be issued, and no assets shall be distributed, by the Amalgamated Corporation in connection with the amalgamation.
5. The by-laws of Hemlo Gold shall, MUTATIS MUTANDIS, be the by-laws of the Amalgamated Corporation, such by-laws after the amalgamation becoming effective to be supplemented, amended or repealed in accordance with the provisions of the BUSINESS CORPORATIONS ACT (Ontario) relating to the making, amending and

repealing of by-laws.

6. Each officer of the Corporation is authorized to do all such acts and things and to execute or cause to be executed (whether under the corporate seal of the Corporation or otherwise) all such instruments, agreements and other documents as in such officer's opinion may be necessary or desirable to complete the amalgamation hereby approved and authorized."

I, Joseph L. Baylis, Secretary of 1108369 ONTARIO INC (the "Corporation"), hereby certify that the foregoing is a true and correct copy of a resolution of the directors of the Corporation, and that such resolution is in full force and effect.

DATED: December 22, 1994.

/S/ JOSEPH J. BAYLIS
Joseph J. Baylis,
Secretary

BY-LAW NO. 1

A by-law relating generally to
the transaction of the business
and affairs of

HEMLO GOLD MINES INC.
(hereinafter referred to as the "Corporation")

DIRECTORS

1. CALLING OF AND NOTICE OF MEETINGS - Meetings of the board shall be held at such time and on such day as the Chairman of the Board, if any, the President or any two directors may determine. Notice of meetings of the board shall be given to each director not less than 48 hours before the time when the meeting is to be held. Each newly elected board may without notice hold its first meeting for the purposes of organization and the appointment of officers immediately following the meeting of shareholders at which such board was elected.

2. PLACE OF MEETINGS - Meetings of the board may be held at any place within or outside Ontario and in any financial year of the Corporation it shall not be necessary for a majority of the meetings of the board to be held at a place within Canada.

3. VOTES TO GOVERN - At all meetings of the board every question shall be decided by a majority of the votes cast on the question; and in case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

4. INTEREST OF DIRECTORS AND OFFICERS GENERALLY IN CONTRACTS - No director or officer shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or officer or in which any director or officer is in any way interested be liable to be voided nor shall any director or officer so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director or officer holding that office or of the fiduciary relationship thereby established; provided that the director or officer shall have complied with the provisions of the Business Corporations Act.

SHAREHOLDERS' MEETINGS

5. QUORUM - Two persons present in person and each entitled to vote thereat shall constitute a quorum at any meeting of shareholders.

6. CASTING VOTE - In the case of an equality of votes at any meeting of shareholders, the chairman of the meeting shall be entitled to a second or casting vote.

INDEMNIFICATION

7. INDEMNIFICATION OF DIRECTORS AND OFFICERS - The Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and his heirs and legal representatives to the extent permitted by the Business Corporations Act.

8. INDEMNITY OF OTHERS - Except as otherwise required by the Business Corporations Act and subject to paragraph 7, the Corporation may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, agent of or participant in another body corporate, partnership, joint venture, trust or other enterprise, against expenses (including legal fees), judgments, fines and any amount actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted honestly and in good faith with a view to the best interests of the Corporation and, with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that his conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction shall not, of itself, create a presumption that the person did not act honestly and in good faith with a view to the best interests of the Corporation and, with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had no reasonable grounds for believing that his conduct was lawful.

9. RIGHT OF INDEMNITY NOT EXCLUSIVE - The provisions for indemnification contained in the by-laws of the Corporation shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any agreement, vote of shareholders or directors or otherwise, both as to action in his official capacity and as to action in another capacity, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and legal representatives of such a person.

10. NO LIABILITY OF DIRECTORS OR OFFICERS FOR CERTAIN ACTS, ETC. - To the extent permitted by law, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or body corporate with whom or which any moneys, securities or other assets

belonging to the Corporation shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his failure to act honestly and in good faith with a view to the best interests of the Corporation and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation otherwise than as a director or officer or shall be a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Corporation, the fact of his being a director or officer of the Corporation shall not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

BANKING ARRANGEMENTS, CONTRACTS, ETC.

11. BANKING ARRANGEMENTS - The banking business of the Corporation, or any part thereof, shall be transacted with such banks, trust companies or other financial institutions as the board may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers and/or other persons as the board may designate, direct or authorize from time to time by resolution and to the extent therein provided and the board may from time to time by resolution delegate any power referred to in this paragraph 11 to any two officers of the Corporation.

12. EXECUTION OF INSTRUMENTS - Contracts, documents or instruments in writing requiring execution by the Corporation may be signed by any two of the officers of the Corporation or by any officer together with any director of the Corporation and all contracts, documents or instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The board is authorized from time to time by resolution to appoint any officer or officers or any other person or persons on behalf of the Corporation to sign and deliver either contracts, documents or instruments in writing generally or to sign either manually or by facsimile signature and deliver specific contracts, documents or instruments in writing. The term "contracts, documents or instruments in writing" as used in this by-law shall include, without limitation, deeds, mortgages, charges, conveyances, powers of attorney, transfers and assignments of property of all kinds including specifically but without limitation transfers and assignments of shares, warrants, bonds, debentures or other securities and all paper writings.

13. AUTHORITY TO ACT FOR CORPORATION - By way of supplement to paragraph 12, the board may from time to time by resolution and to the extent therein provided delegate to any two officers of the Corporation the powers to designate, direct or authorize from time to time such one or more officers and/or other persons on the Corporation's behalf to sign and deliver contracts, documents or instruments in writing to acquire, dispose of or take security upon any property, whether

real or personal, movable or immovable, on such terms and conditions as such two officers see fit.

MISCELLANEOUS

14. INVALIDITY OF ANY PROVISIONS OF THIS BY-LAW - The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of the remaining provisions of this by-law.

15. OMISSIONS AND ERRORS - The accidental omission to give any notice to any shareholder, director, officer or auditor or the non-receipt of any notice by any shareholder, director, officer or auditor or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

INTERPRETATION

16. INTERPRETATION - In this by-law and all other by-laws and resolutions of the Corporation, unless the context otherwise requires, importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders; words importing persons shall include an individual, partnership, association, body corporate, executor, administrator or legal representative and any number or aggregate of persons; "articles" include the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement and articles of revival; "board" shall mean the board of directors of the Corporation; "Business Corporations Act" shall mean the Business Corporations Act, 1982, S.O. 1982, c. 4 as amended from time to time or any Act that may hereafter be substituted therefor; and "meeting of shareholders" shall mean and include an annual meeting of shareholders and a special meeting of shareholders.

REPEAL

17. REPEAL - All previous by-laws of the Corporation are repealed as of the coming into force of this by-law provided that such repeal shall not affect the previous operation of any by-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under or the validity of any contract or agreement made pursuant to any such by-law prior to its repeal. All officers and persons acting under any by-law so repealed shall continue to act as if appointed by the directors under the provisions of this by-law or the Business Corporations Act until their successors are appointed.

RESOLVED that the foregoing By-law No. 1 is made a by-law of the Corporation.

The undersigned, being all the directors of HEMLO GOLD MINES INC., hereby sign the foregoing resolution.

DATED the 16th day of December, 1986.

/s/ JOHN W. IVANY
John W. Ivany

/s/ WILSON J. BARBOUR
Wilson J. Barbour

/s/ WILLIAM O'HENLY
William O'Henly

/s/ MARGOT HALPENNY
Margot Halpenny

/s/ JOSEPH J. BAYLIS
Joseph J. Baylis

RESOLVED that the foregoing By-law No. 1 of the by-laws of the Corporation is hereby confirmed.

The undersigned, being the sole shareholder of HEMLO GOLD MINES INC., hereby signs the foregoing resolution.

DATED the 16th day of December, 1986.

NORANDA INC.

Per: /s/ JOHN W. IVANY

/s/ [ILLEGIBLE SIGNATURE]

NUMBER - NUMERO

SHARES - ACTIONS

E

BATTLE MOUNTAIN CANADA LTD.
INCORPORATED UNDER THE LAW OF THE PROVINCE OF ONTARIO
CONSTITUEE EN VERTU DE LA LOI DE LA PROVINCE DE L'ONTARIO

THIS CERTIFIES THAT
CECI ATTESTE QUE

IS THE REGISTERED HOLDER OF
EST LE DETENTEUR INSCRIT DE

CUSIP 071900 10 4

FULLY PAID AND NON-ASSESSABLE EXCHANGEABLE SHARES OF

ACTIONS ECHANGEABLES ENTIEREMENT LIBEREES DE

BATTLE MOUNTAIN CANADA LTD.

THERE ARE RIGHTS, PRIVILEGES, RESTRICTIONS OR CONDITIONS ATTACHED TO THE SAID SHARES AND A COPY OF THE FULL TEXT THEREOF AND OF THE RIGHTS, PRIVILEGES, RESTRICTIONS OR CONDITIONS ATTACHED TO EACH OTHER CLASS AND SERIES OF SHARES AUTHORIZED TO BE ISSUED BY THE CORPORATION, INCLUDING THE AUTHORITY OF THE BOARD TO FIX THE RIGHTS, PRIVILEGES, RESTRICTIONS OR CONDITIONS OF SUBSEQUENT SERIES, ARE OBTAINABLE ON DEMAND AND WITHOUT CHARGE FROM THE CORPORATION. THIS CERTIFICATE IS NOT VALID UNTIL COUNTERSIGNED BY A TRANSFER AGENT AND REGISTRAR OF THE CORPORATION.

In Witness Whereof THE CORPORATION HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS.

DATED - DATE LE:

Tl y a des droits, privileges, restrictions ou conditions attaches aux dites actions. On peut obtenir, sans frais et sur demande adresse a la Societe, une copie du texte integral de ceux-ci et des droits, privileges, restrictions ou conditions attaches a toutes les autres categories et series d' actions que la Societe est autorisee a emettre, y compris le droit du conseil d' administration de fixer les droits, privileges, restrictions ou conditions de series ulterieures. Le present certificat n'est valide que s'il est contresigne par un agent de transfer et d'enregistrement des actions de la Societe.

En Foi De Quoi, la Societe a fait signer le present certificat par ses officiers dument autorises.

COUNTERSIGNED AND REGISTERED -- CONTRESIGNE ET ENREGISTRE
THE R-M TRUST COMPANY
COMPAGNIE TRUST R-M
TRANSFER AGENT AND REGISTRAR -- AGENT DE TRANSFERT ET
D'ENREGISTREMENT

BY
PAR

AUTHORIZED SIGNATURE -- SIGNATAIRE AUTORISE

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE INTERCHANGEABLY TRANSFERABLE AT THE PRINCIPAL OFFICES OF THE R-M TRUST COMPANY IN TORONTO, VANCOUVER AND MONTREAL, CANADA.

LES ACTIONS REPRESENTÉES PAR LE PRÉSENT CERTIFICAT SONT INTERCHANGEABLES ET TRANSFERABLES DANS LES BUREAUX PRINCIPAUX DE LA COMPAGNIE TRUST R-M SITUÉS À TORONTO, VANCOUVER ET MONTREAL, AU CANADA.

PRESIDENT AND CHIEF EXECUTIVE OFFICER
PRESIDENT ET CHEF DE L'ADMINISTRATION

CORPORATE SECRETARY
SECRÉTAIRE GÉNÉRAL

NOTICE: The signature to the Share Transfer Power, Notice of Retraction or Notice of Exercise of Exchange Right must correspond with the name as written upon the face of this certificate in every particular without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, trust company, member of a recognized stock exchange in Canada or a member of the Securities Transfer Association Medallion (STAMP) Program.

Under the rights, privileges, restrictions or conditions attached to the shares represented by this certificate pursuant to the articles of the Corporation (the "Share Provisions"), the shares are subject to certain overriding purchase rights of Battle Mountain Gold Company ("Battle Mountain") and its subsidiary, Battle Mountain Canada Holdco, Inc. ("Battle Mountain Sub") upon the proposed liquidation, dissolution or winding up of the Corporation and upon the proposed retraction by the holder or redemption by the Corporation of the shares represented hereby. Unless otherwise provided herein, all capitalized words used in this certificate which are defined in the Share Provisions have the meanings ascribed to such words in the Share Provisions.

The holder hereof also has certain rights and is entitled to certain benefits pursuant to the Voting, Support and Exchange Trust Agreement dated as of July 19, 1996 (the "Trust Agreement") between Battle Mountain, the Corporation and The R-M Trust Company (the "Trustee"), including the right to instruct the Trustee with respect to the exercise of (i) voting rights in respect of a share of special voting stock of Battle Mountain and (ii) the right to exchange the shares represented hereby for shares of common stock of Battle Mountain, pursuant to the terms and conditions of the Trust Agreement.

This certificate also evidences and entitles the holder hereof to certain Rights as set forth in the Rights Agreement between the Corporation and The R-M Trust Company (the "Rights Agent") dated as of July 19, 1996 (the "Rights Agreement"). Under certain circumstances, as set forth in the Rights

Agreement, such Rights will be evidenced by separate certificates and will no longer be evidenced by this certificate. Under certain circumstances set forth in the Rights Agreement, Rights issued to, or held by, any Person who is, was or becomes an Acquiring Person or any Affiliate or Associate thereof (as such terms are defined in the Rights Agreement), whether currently held by or on behalf of such Person or by any subsequent holder, will become null and void and will no longer be transferable.

The terms of the Share Provisions, Trust Agreement and Rights Agreement are incorporated herein by reference and a copy thereof will be mailed to any holder without charge after receipt by the Corporation of a written request therefor.

SHARE TRANSFER POWER

Please insert social insurance number of transferee, if applicable

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address of transferee)

_____ shares represented by this certificate.

(Date)

(Signature of Shareholder)

(Guarantee of Signature)

NOTICE OF RETRACTION

To the Corporation, Battle Mountain and Battle Mountain Sub
c/o The R-M Trust Company

Pursuant to Article 6 of the Share Provisions the undersigned hereby notifies the Corporation that, subject to the Retraction Call Right referred to below, the undersigned desires to have the Corporation redeem on the Retraction Date (being the fifth Business Day after the date upon which this notice is received by the Corporation) in accordance with Article 6 of the Share Provisions:

- [] all shares represented by this certificate; or
- [] _____ shares only.

The undersigned acknowledges the Retraction Call Right of Battle Mountain and, in certain circumstances, Battle Mountain Sub, to purchase all but not less than all the Retracted Shares from the undersigned and that this notice shall be deemed to be a revocable offer by the undersigned to sell the Retracted Shares to Battle Mountain or Battle Mountain Sub, as the case may be, in accordance with the Retraction Call Right on the Retraction Date for a price per share equal to the Retraction Price and on the other terms and conditions set out in Section 6.2 of the Share Provisions. If either Battle Mountain or Battle

Mountain Sub determines to exercise its Retraction Call Right, the Corporation will notify the undersigned of such fact as soon as possible. This notice of retraction, and offer to sell the Retracted Shares to Battle Mountain or Battle Mountain Sub, may be revoked and withdrawn by the undersigned by notice in writing given to the Corporation at any time before the close of business on the Business Day immediately preceding the Retraction Date.

The undersigned acknowledges that if, as a result of solvency requirements or other provisions of applicable law, the Corporation is unable to redeem all Retracted Shares an Insolvency Event (as defined in the Trust Agreement) shall, to the extent it shall not theretofore have occurred, be deemed thereupon to have occurred, and the undersigned will be deemed to have exercised the Exchange Right (as defined in the Trust Agreement) so as to require Battle Mountain to purchase the unredeemed Retracted Shares.

The undersigned hereby represents and warrants to the Corporation, Battle Mountain and Battle Mountain Sub that the undersigned has full power and authority to give this notice and that the acquirer will acquire good title to the shares represented by this certificate to be acquired, free and clear of all liens, claims and encumbrances.

(Date)

(Signature of Shareholder)

(Guarantee of Signature)

[] Please check box if the securities and any cheque resulting from the retraction or purchase of the Retracted Shares are to be held for pick-up by the shareholder at the principal transfer office of the Transfer Agent in Toronto, failing which the securities and any cheque will be mailed to the last address of the shareholder as it appears on the register.

NOTE: This panel must be completed and this certificate, together with such additional documents as the Transfer Agent and the Corporation may require, must be deposited with the Transfer Agent at its principal transfer office in Toronto. The securities and any cheque resulting from the retraction or purchase of the Retracted Shares will be issued and registered in, and made payable to, respectively, the name of the shareholder as it appears on the register of the Corporation and the securities and cheque resulting from such retraction or purchase will be delivered to such shareholder as indicated above, unless the form appearing immediately below is duly completed and all exigible transfer taxes are paid.

Name of Person in Whose Name Securities and
Cheque Are To Be Registered, Issued or Delivered
(please print)

Date

Street Address or P.O. Box

Signature of Shareholder

City - Province

Signature Guaranteed by

NOTE: If the notice of retraction is for less than all of the shares represented by this certificate, a certificate representing the remaining shares will be issued and registered in the name of the shareholder as it appears on the register of the Corporation, unless the Share Transfer Power hereon is duly completed in respect of such shares.

U.S. Residents/Citizens must provide their Taxpayer Identification Number here:

NOTICE OF EXERCISE OF EXCHANGE RIGHT UPON INSOLVENCY EVENT

To the Corporation, the Trustee and Battle Mountain

In accordance with, and subject to, the Trust Agreement, the undersigned hereby instructs the Trustee to exercise the Exchange Right (as defined in the Trust Agreement) upon the occurrence and during continuance of an Insolvency Event (as defined in the Trust Agreement) so as to require Battle Mountain to purchase from the undersigned:

- all shares represented by this certificate; or
- _____ shares only.

The undersigned hereby represents and warrants to the Corporation and Battle Mountain that the undersigned has full power and authority to give this notice and that Battle Mountain will acquire good title to the shares represented by this certificate to be acquired, free and clear of all liens, claims and encumbrances.

| | | |
|--------|----------------------------|--------------------------|
| (Date) | (Signature of Shareholder) | (Guarantee of Signature) |
|--------|----------------------------|--------------------------|

- Please check box if the securities and any cheque resulting from the exercise of the Exchange Right are to be held for pick-up by the shareholder at the principal transfer office of the Transfer Agent in Toronto, failing which the securities and any cheque will be mailed to the last address of the shareholder as it appears on the register.

NOTE: This panel must be completed and this certificate, together with such additional documents as the Transfer Agent and the Corporation may require, must be deposited with the Transfer Agent at its principal transfer office in Toronto. The securities and any cheque resulting from the exercise of the Exercise Right will be issued and

registered in, and made payable to, respectively, the name of the shareholder as it appears on the register of the Corporation and the securities and cheque resulting from such exchange will be delivered to such shareholder as indicated above, unless the form appearing immediately below is duly completed and all exigible transfer taxes are paid.

Name of Person in Whose Name Securities and
Cheque Are To Be Registered, Issued or
Delivered (please print)

Date

Street Address or P.O. Box

Signature of Shareholder

City - Province

Signature Guaranteed by

NOTE: If the election to exchange is for less than all of the shares represented by this certificate, a certificate representing the remaining shares will be issued and registered in the name of the shareholder as it appears on the register of the Corporation, unless the Share Transfer Power hereon is duly completed in respect of such shares.

INCORPORATED UNDER THE LAWS OF

The State of Nevada

NUMBER

SHARES

-1-

-1-

BATTLE MOUNTAIN GOLD COMPANY

SPECIAL VOTING STOCK

This Certifies that The R-M Trust Company is the REGISTERED HOLDER OF One (1) ----- Shares

of Special Voting Stock, \$0.10 par value, of the Corporation

TRANSFERABLE ONLY ON THE BOOKS OF THE CORPORATION BY THE HOLDER HEREOF IN PERSON OR BY ATTORNEY UPON SURRENDER OF THIS CERTIFICATE PROPERLY ENDORSED

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 19th DAY OF July A.D. 1996

Secretary

Chairman of the Board

THE SHARE REPRESENTED BY THIS CERTIFICATE IS ISSUED PURSUANT TO THE VOTING, SUPPORT AND EXCHANGE TRUST AGREEMENT DATED AS OF JULY 19, 1996 BY AND BETWEEN THE CORPORATION, HEMLO GOLD MINES INC., AN ONTARIO CORPORATION, AND THE R-M TRUST COMPANY, A TRUST COMPANY EXISTING UNDER THE LAWS OF CANADA, AND THE RIGHT TO VOTE THE SHARE REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS STATED THEREIN. THE SHARE REPRESENTED BY THIS CERTIFICATE IS ALSO SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN SUCH VOTING, SUPPORT AND EXCHANGE TRUST AGREEMENT.

CERTIFICATE

FOR

- 1 -

SHARES

of Special Voting Stock,
\$0.10 par value,

OF

Battle Mountain Gold Company

ISSUED TO

The R-M Trust Company

DATED

July 19, 1996

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NOTICE THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN
UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR
ENLARGEMENT OR ANY CHANGE WHATEVER

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FOR VALUE RECEIVED, _____ hereby sell, assign and transfer
unto _____
_____ SHARES
REPRESENTED BY THE WITHIN CERTIFICATE, AND DO HEREBY IRREVOCABLY CONSTITUTE AND
APPOINT _____ ATTORNEY TO TRANSFER THE SAID SHARES ON
THE BOOKS OF THE WITHIN NAMED CORPORATION WITH FULL POWER OF SUBSTITUTION IN THE
PREMISES.

DATED _____ 19 ____

IN PRESENCE OF