

This is **Exhibit "B"** referred to in the
Affidavit of Megan Kane sworn the
_____ day of June, 2013

Notary for New York State

NOTICE OF INTENTION TO ENFORCE A SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)

TO: Great Basin Gold Ltd. (the “**Debtor**”)
an insolvent person
1500 - 1055 West Georgia Street
Vancouver, BC V6E 4N7

Take notice that:

1. Credit Suisse AG, in its capacity as Facility Agent and Security Agent under the Debtor-in-Possession Loan Facility Agreement, dated October 3, 2012, as amended, intends to enforce its security on the property of the Debtor.
2. The security that is to be enforced is in the form of (collectively, the “**Security**”):
 - (a) Collateral Charge dated as of November 6, 2012, between Great Basin Gold Ltd. and Credit Suisse AG, as security agent, in respect of the collateral more particularly described therein, as amended by the Mortgage Amending Agreement dated as of February 22, 2013;
 - (b) General Security Agreement dated as of October 3, 2012, by Great Basin Gold Ltd. in favour of Credit Suisse AG, as security agent, in respect of the collateral more particularly described therein;
 - (c) Share Charge dated as of October 3, 2012, by Great Basin Gold Ltd. in favour of Credit Suisse AG, as security agent, in respect of the shares of N5C Resources Inc. and the other collateral more particularly described therein;
 - (d) Pledge Agreement dated as of October 3, 2012, by Great Basin Gold Ltd. in favour of Credit Suisse AG, as security agent, in respect of the shares of Great Basin Gold Inc. and the other collateral more particularly described therein;
 - (e) Account Charge dated as of October 3, 2012, by Great Basin Gold Ltd. in favour of Credit Suisse AG, as security agent, in respect of the “Debt Service Reserve Account: and the other collateral more particularly described therein;
 - (f) Security Assignment of Receivables dated as of October 3, 2012, by Great Basin Gold Ltd. in favour of Credit Suisse AG, as security agent, in respect of the rights more particularly described therein;
 - (g) Security Agreement dated as of October 3, 2012, by Great Basin Gold Ltd., Rodeo Creek Gold Inc., Antler Peak Gold Inc., Hollister Venture Corp. and Touchstone Resources Company in favour of Credit Suisse AG, as security agent, in respect of the collateral more particularly described therein;

- (h) Account Charge dated as of October 3, 2012, by Great Basin Gold Ltd. in favour of Credit Suisse AG, as security agent, in respect of the "Loan Account" and the other collateral more particularly described therein; and
- (i) Account Charge dated as of October 3, 2012, by Great Basin Gold Ltd. in favour of Credit Suisse AG, as security agent, in respect of the "Swiss Proceeds Account" and the other collateral more particularly described therein.

3. The total amount of indebtedness secured by the Security is US\$47.7 million as at June 24, 2013, plus interest accrued thereafter from such date at the applicable rates, together with all applicable costs and expenses, including but not limited to legal costs and other costs, charges and expenses incurred by Credit Suisse AG in enforcing its security, which continue to accrue.

4. Credit Suisse AG will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Vancouver, British Columbia this 24th day of June, 2013.

CREDIT SUISSE AG., in its capacity as
Facility Agent and Security Agent, per its
solicitors Blake, Cassels & Graydon LLP

Per: 

Name: Peter Rubin