

ASSIGNMENT

THIS ASSIGNMENT, made as of the 13th day of August 1970, by NEWMONT EXPLORATION LIMITED, a Delaware corporation (hereinafter called "Newmont"), to CARLIN GOLD MINING COMPANY, a Delaware corporation (hereinafter called "Carlin");

WITNESSETH:

For valuable consideration, Newmont hereby assigns to Carlin, its successors and assigns, all its right, title and interest in and to that certain Indenture of Lease made as of May 15, 1962 (hereinafter called "the Lease") by and between Gold Quarry Mines, Inc., a Nevada corporation, as Lessor, and Newmont, as Lessee, covering land situate in Section 35, Township 34N, Range 51E, M.D.B. & M. Eureka County, Nevada, and particularly described as follows, to wit:

Lots, 1,2,4,5,7,8,9,10,11, NW $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$, E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$, E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, all of which totals 522.36 acres.

Carlin agrees that it will assume and fulfill all the obligations and payments required of the Lessee under the Lease, a copy of which is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

ATTEST:

Secretary

NEWMONT EXPLORATION LIMITED

Vice President

SEAL
AffixedSEAL
Affixed

Secretary

CARLIN GOLD MINING COMPANY

President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this *18th* day of August, 1970, before me, the undersigned Notary Public, personally appeared *Jack E. Hanson* known to me to be the Vice President of NEWMONT EXPLORATION LIMITED, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated and that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Leticia Alberiche
Notary Public

LETICIA ALBERICHE
NOTARY PUBLIC, State of New York
No. 31-5035600
Qualified in New York County
Commission Expires March 30, 1972

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this *18th* day of August, 1970, before me, the undersigned Notary Public, personally appeared *P. Malzenoff* known to me to be the President of CARLIN GOLD MINING COMPANY, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated and that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Leticia Alberiche
Notary Public

LETICIA ALBERICHE
NOTARY PUBLIC, State of New York
No. 31-5035600
Qualified in New York County
Commission Expires March 30, 1972

LEASE

THIS INDENTURE, entered into as of May 15 1962, by and between GOLD QUARRIES MINES, INC., as lessor, and NEWMONT EXPLORATION LIMITED, as lessee:

WITNESSETH:

1. That Lessor, for and in consideration of the sum of five hundred Dollars (\$500), paid by the lessee and the royalties to be paid and conditions and covenants to be observed, does hereby lease, demise and let unto the lessee, its successors and assigns, the following described land situate in Section 35, Township 34N, Range 51E, M.D.B. & M. Eureka County, Nevada, and particularly described as follows, to wit:

Lots 1, 2, 4, 5, 7, 8, 9, 10, 11, NW 1/4 of NE 1/4, NW 1/4 of SE 1/4, NE 1/4 of SW 1/4, E 1/2 of SW 1/4 of NE 1/4, E 1/2 of NE 1/4 of NW 1/4, E 1/2 of NW 1/4 of SW 1/4, all of which totals 522.36 acres.

2. TO HAVE AND TO HOLD unto the use of the lessee for a term of ten (10) years, with a right in the lessee to renew the same for successive like periods thereafter, for the purpose of prospecting for and developing any minerals that may be found upon the premises and with the right to mine, remove and dispose of all the minerals in, upon or under the premises and to construct and maintain on the premises such structures and other facilities as may be necessary therefor.

3. In consideration of the foregoing, the lessee agrees:

(A) Royalty. - To pay the lessor the following royalty on all crude ores produced and sold from the premises:

- (1) For all ore up to and including a value of \$10 per ton, a royalty of 5% of such value.
- (2) For all ore over \$10 per ton value and up to and including a value of \$40 per ton an increase in royalty of 1/2 of 1% for each \$1 per ton increase in value.

- (3) For all ore over \$40 per ton value, a royalty of 20% of such value.

Valuation shall be based on net returns after deducting all custom smelting charges and freight or other transportation costs outside of the mine incurred by lessee. Settlement shall be made monthly and lessee shall furnish lessor with copies of all settlement sheets, statements, freight bills and other records of charges pertinent to determination and calculation of royalty.

(B) Work Requirements. -

- (1) During the initial ten months of this lease, lessee shall expend for exploratory and development work a minimum amount equal to an average of \$1,000 per month for the ten months or, in the event the lease is terminated earlier, for such period of time as the lease shall have been in effect.
- (2) During subsequent lease periods, lessee shall:
 - (a) Perform a minimum of 500 shifts of work per year or make an equivalent expenditure for development of the property;
 - (b) Perform the annual assessment work required with respect to the premises and claims included under this agreement;
 - (c) Pay all property taxes accruing during such period or periods on the premises.

(C) Mining Lode Claims. -

- (1) Lessee agrees to assign to lessor as part of and included in the leased premises any mining lode claims located by lessee on Section 35, Township 34N, Range 51E, Esmeralda County, Nevada.

4. The parties mutually agree:

(A) Termination and Cancellation. -

- (1) Lessee may terminate this lease at any time upon notice to lessor.
- (2) If the lessee does not comply with the terms of this lease and such default continues for a period of thirty days after service of written notice thereof by lessor, the lease may be cancelled by the lessor.

(B) Removal of Equipment. - On termination or cancellation of this lease, the lessee shall have the privilege at any time within a period of ninety days thereafter of removing from the premises all machinery, equipment, tools and materials placed by the lessee or any sub-contractor of the lessee in or on the premises.

(C) Force Majeure. - Performance of covenants and conditions imposed hereunder shall be excused while, and to the extent that, lessor or lessee is prevented from complying therewith, in whole or in part, by law, war, riots, strikes, lockouts, action of the elements, accidents, inability to obtain materials in the open market or to obtain transportation therefor, rules and regulations of any federal, state, municipal or other governmental agency or any other cause beyond the control of the parties.

(D) Successors-in-Interest. - Each obligation hereunder shall extend to and be binding up, and every benefit hereof shall inure to, the successors or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have caused this indenture to be duly executed as of the date first hereinabove written.

SEAL

SEAL

RECORDED AT THE REQUEST OF
Newmont Exploration Ltd.
on September 15 19 70
at 53 miles, post 10 A. M.
in Book 36 of OFFICIAL
RECORDS, pages 490-494 RECORDS
OF EVREKA COUNTY, NEVADA
Mills & Co. Inc.
Recorder
File No. 53218 Fee \$ 7.00

GOLD QUARRIES MINES, INC.

By Phil B. Thompson
President

Attest John A. Park
Secretary

Lessor

NEWMONT EXPLORATION LIMITED

By M. B. Tetter
Vice President

Attest Jacques L. Leroy
Asst. Secretary

Lessee