

THIS AGREEMENT, made this 27th day of March, 1970, by and between CARLIN GOLD MINING COMPANY, a Delaware corporation, doing business and authorized to do business in the State of Nevada, herein called First Party, and ROY L. ASH and CHARLES B. THORNTON of Beverly Hills, California, herein called Second Parties,

W I T N E S S E T H:

First Party is engaged in a mining and milling operation on Section 14, Township 35 North, Range 50 East, and in a mining operation on the adjacent Section 13 of the same township, M.D.B.&M., Eureka County, Nevada.

First Party owns patented mining claims covering a portion of Section 14 and unpatented mining claims covering the balance thereof, and owns as fee land the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section 13. The remaining portion of Section 13 is owned as follows: First Party owns a one-half mineral interest, S. A. Camp Ginning Company, a California corporation, and Kenneth Mebane own a one-eighth mineral interest leased to First Party until October 19, 1974, and Second Parties own the surface rights and a three-eighths mineral interest leased to First Party until November 2, 1974.

First Party also holds leases on Section 23 in said Township 35 North, Range 50 East, and the East Half (E1/2), Southwest Quarter (SW1/4), North

Half (N1/2) of the Northwest Quarter (NW1/4), Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4), and East Half (E1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 15 of said township, which leases cover a one-eighth mineral interest from S. A. Camp Ginning Company and Kenneth Mebane, and a three-eighths mineral interest and surface rights from Second Parties, and a four-eighths mineral interest from Horseshoe Cattle Company. These leases are all dated March 21, 1963, and will expire ten (10) years from that date. To date no minable ore has been discovered in either of said Sections 23 or 15.

Second Parties desire an opportunity to acquire the surface rights on the patented or fee land owned by First Party in said Sections 14 and 13, and on any patented or fee land of First Party in Sections 11, 12 and 24, Township 35 North, Range 50 East, and Section 18, Township 35 North, Range 51 East, all such patented or fee lands being hereafter referred to as the "Subject Lands", and First Party is willing to offer to quitclaim same to Second Parties, all when, as and upon the conditions and for the considerations hereinafter set forth.

NOW, THEREFORE, the parties mutually agree as follows:

1. First Party agrees that when it shall have ceased all mining and milling operations on the Subject Lands and desires to dispose of them in whole or in part (even though this may be an unlimited time subsequent to the cessation of operations), then in



that event First Party shall offer to quitclaim free of cost its interest in the Subject Lands, or such portion thereof as First Party desires to dispose of, to Second Parties, or their successors or assigns, and no one else; provided, however, (a) that First Party may reserve all mineral rights and interest in the Subject Lands so quitclaimed and (b) that Second Parties shall assume and indemnify First Party against any and all liabilities thereafter arising from the condition of the Subject Lands so quitclaimed. Second Parties shall have 30 days after receipt of such offer to accept or reject it, and their failure to accept by written notice to First Party within such time shall be deemed a rejection.

2. Second Parties hereby grant to First Party such rights and easements as may be used or needed by it on, over, under or across any property of Second Parties for power lines, pipe lines, roads, ditches, waste and tailings storage, or other surface uses as now or hereafter may exist in connection with First Party's operations on Subject Lands, for so long as First Party uses or needs such rights and easements and irrespective of whether or not the lands affected by such rights or easements are held under lease by First Party, and Second parties shall execute appropriate documents evidencing such rights and easements from time to time as First Party may request for recordation purposes. Without in any way limiting the foregoing, it is understood and agreed that among other things there shall remain in existence, according to the terms thereof, that certain pipe line easement dated the 28th day of April, 1965, between the Second Parties and Newmont Exploration Limited, recorded June 8, 1965, in

Book 7 of Official Records, Page 398-404, Records of Eureka County, Nevada, and that certain easement for a road dated the 28th day of April, 1965, between the Second Parties and Newmont Exploration Limited, recorded June 8, 1965, in Book 7 of Official Records, Page 405-409, Records of Eureka County, Nevada, and that among the easements hereby granted by Second Parties to First Party is an easement for the reclaim pump house and related installations presently located on said Section 15 and suitable access thereto.

It is recognized also that ore grade gold mineralization exists on Section 24, which is adjacent to Section 13 and is held by First Party under unpatented mining claims known as the "Pete Group", and Second Parties agree that on First Party's request they will grant to it a suitable easement across Section 13 and/or Section 23 for a haulage road for any and all ore mined on Section 24 whether or not the leases on Sections 13 and 23 above mentioned are then in effect.

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



CARLIN GOLD MINING COMPANY

By

[Signature]  
President

By

[Signature]  
Secretary

First Party

[Signature]  
Roy L. Ash

[Signature]  
Charles B. Thornton

Second Parties



STATE OF NEW YORK )  
COUNTY OF NEW YORK )

ss.

On this 27th day of March, 1970,  
before me, a notary public, personally appeared  
P. MALOZEMOFF, known to me to be the  
President, and FRANCIS E. RINEHART,  
known to me to be the Secretary of  
CARLIN GOLD MINING COMPANY, who severally acknowledged  
that they executed the foregoing instrument.



Winifred Kelly  
Notary Public

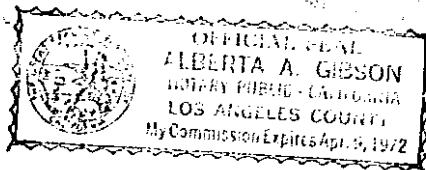
WINIFRED KELLY  
NOTARY PUBLIC, State of New York  
Qualified in New York County  
No. 31-2081285  
Commission Expires March 30, 1971

STATE OF California )  
COUNTY OF Los Angeles )

ss.

On this 27<sup>th</sup> day of March, 1970,  
before me, a notary public, personally appeared  
ROY L. ASH, who acknowledged that he executed the  
foregoing instrument.

Alberta A. Gibson  
Notary Public

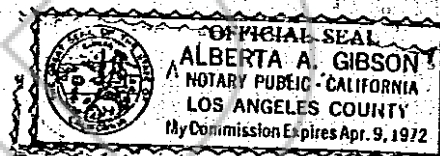


STATE OF California )  
COUNTY OF Los Angeles )

ss.

On this 27<sup>th</sup> day of March, 1970,  
before me, a notary public, personally appeared  
CHARLES B. THORNTON, who acknowledged that he executed  
the foregoing instrument.

Albert A. Gibson  
Notary Public



RECORDED AT THE REQUEST OF  
Woodward, Wedge, Blakey, Folsom, Forman & Hug  
on August 23, 19 73  
at 45 mins. past 10 A. M.  
in Book 46 of OFFICIAL  
RECORDS, page 107-112 RECORDS  
OF CLACK COUNTY, NEVADA.  
William A. DeLoach  
Recorder  
File No. 57547 Fee \$ 8.00  
FILE NO. 57547