

14C - August 16, 1982

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GRANT, BARGAIN AND SALE DEED
(GQ - ASH, ACKERSON, HODGE)

THIS INDENTURE is made and entered into as of this 20th day of August, 1982, by ASH, ACKERSON, HODGE & CO., a general partnership organized under the laws of the State of California, whose sole partners are the following individuals who also join individually: MARILYN L. HODGE (aka MARILYN PERLSTEIN), a married woman, as her sole and separate property; JAMES F. ASH, a married man, as his sole and separate property; ROBERT C. ASH, a single man; CHARLES E. ASH, a single man; and LORETTA M. ACKERSON, a single woman; collectively as "GRANTOR," in favor of, and for the benefit of, CARLIN GOLD MINING COMPANY, a Delaware corporation, P.O. Box 979, Carlin, Nevada, 89822, as "GRANTEE;"

W I T N E S S E T H:

WHEREAS GRANTOR represents to GRANTEE that GRANTOR owns an undivided TWENTY FIVE PERCENT (25%) interest in and to the mineral estate appurtenant to the lands described below, including, but not limited to, all metals, minerals, industrial minerals, oil, gas and hydrocarbons and geothermal rights, of whatever kind and nature, all within Eureka County, Nevada;

NOW THEREFORE, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration,

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the receipt and sufficiency of which is hereby acknowledged by the GRANTOR, the GRANTOR intends to, and does hereby, grant, bargain, sell and convey unto the GRANTEE, forever, all of GRANTOR's right, title and interest in and to an undivided TEN PERCENT (10%) of GRANTOR's TWENTY-FIVE PERCENT (25%) interest, or an undivided TWO AND ONE-HALF PERCENT (2-1/2%) in the whole, of the mineral estate appurtenant to the lands described below, including, but not limited to, all metals, minerals, industrial minerals, oil, gas and hydrocarbons, and geothermal resources, of whatever kind and nature, all within Eureka County, Nevada:

Township 34 North, Range 51 East, M.D.B.&M.:

Section 35: Lots 1, 2, 4, 5, 7, 8, 9, 10, 11;
E $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$;
E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

(hereinafter referred to as the Premises)

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof.

THE SAID GRANTOR AND THE GRANTEE, their respective heirs, personal representatives, successors, and assigns shall and do hold their respective interests in the mineral estate above-described as tenants in common, each with the privilege to do any and all things reasonably necessary or desirable to explore for, develop, mine, treat, ship, and otherwise exploit and dispose

of any and all of said metals, minerals, industrial minerals, oil, gas and hydrocarbons, and geothermal resources from the Premises, including, without limitation, the right and privilege of ingress and egress to and from the Premises across any other lands owned, leased, possessed or controlled by the other party, using existing roads when possible and constructing new roads only with the consent of the such other party, which consent will not be unreasonably withheld, all for purposes, each with respect to the Premises, of surveying, exploring and prospecting for, sampling, drilling, developing, mining (whether by underground, strip, open pit, solution mining or any other methods or combination of methods), stockpiling, removing, shipping, transporting, processing, marketing or otherwise disposing of such metals, minerals, industrial minerals, oil, gas and hydrocarbons, and geothermal resources, mined, extracted or removed from the Premises; to construct, use, maintain, repair, replace and relocate on the Premises such buildings, roads, tunnels, railroad corridors or loadout facilities, ore conveyors, tailing ponds, waste dumps, ditches, pipelines, power and communication lines, structures, mills, processing facilities, utilities and other improvements and facilities as may be reasonably required for the full enjoyment and exploitation of such minerals, industrial minerals, oil, gas and hydrocarbons, and geothermal resources derived from the the Premises; to use so much of the Premises and the surface and subsurface thereof as may be reasonably necessary, convenient or suitable for any mining

purpose whatsoever, including without limitation, the transportation, haulage, storage, stockpiling, and permanent disposal of ore, broken rock, mine or other wastes, residues, tailings or other by-products of development, production or other operations; to use, destroy, or cave so much of the surface and subsurface of the Premises as may be reasonably necessary, convenient suitable or incidental to any of their respective rights and privileges hereunder; and to exercise all or other rights which are incidental to any or all of the rights specified, mentioned or referred to herein; provided that nothing herein shall be construed as a representation or covenant that the Premises, or the surface estate to which they appertain, are or will be suitable or will be kept or rendered suitable for any of the uses hereinabove described.

FURTHER, the GRANTOR agrees and covenants to execute such other documents and perform such other acts as may be necessary or desirable to effectuate the intent of this conveyance.

TO HAVE AND TO HOLD the said Premises, together with the appurtenances, unto the GRANTEE and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument as of the day and year first hereinabove written.

GRANTOR:

Marilyn L. Hodge
MARILYN L. HODGE (aka MARILYN PERLSTEIN), Individually and as a general partner of ASH, ACKERSON, HODGE & CO.

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James F. Ash
JAMES F. ASH, Individually and
as a general partner of ASH,
ACKERSON, HODGE & CO.

Robert C. Ash
ROBERT C. ASH, Individually
and as a general partner of ASH,
ACKERSON, HODGE & CO.

Charles E. Ash
CHARLES E. ASH, Individually
and as a general partner of ASH,
ACKERSON, HODGE & CO.

Loretta M. Ackerson
LORETTA M. ACKERSON,
Individually and as a general
partner of ASH, ACKERSON,
HODGE & CO.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 17th day of AUGUST, 1982, personally appeared before me, a notary public, MARILYN L. HODGE (aka MARILYN PERLSTEIN), a general partner of ASH, ACKERSON, HODGE & CO., who acknowledged to me that she executed the above instrument as a general partner thereof and as an individual.



Kathleen L. Cooke
NOTARY PUBLIC

My commission expires: 11-22-85

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 17th day of AUGUST, 1982, personally appeared before me, a notary public, JAMES F. ASH, a general partner of ASH, ACKERSON, HODGE & CO., who acknowledged to me that he executed the above instrument as a general partner thereof and as an individual.



Kathleen L. Cooke
NOTARY PUBLIC

My commission expires: 11-22-85

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 17th day of AUGUST, 1982, personally appeared before me, a notary public, ROBERT C. ASH, a general partner of ASH, ACKERSON, HODGE & CO., who acknowledged to me that he executed the above instrument as a general partner thereof and as an individual.



Kathleen L. Cooke
NOTARY PUBLIC

My commission expires: 11-22-85

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 17th day of AUGUST, 1982, personally appeared before me, a notary public, CHARLES E. ASH, a general partner of ASH, ACKERSON, HODGE & CO., who acknowledged to me that he executed the above instrument as a general partner thereof and as an individual.



Kathleen L. Cooke
NOTARY PUBLIC

My commission expires: 11-22-85

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kt:8/17/82
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 17th day of AUGUST, 1982, personally appeared before me, a notary public, LORETTA M. ACKERSON, a general partner of ASH, ACKERSON, HODGE & CO., who acknowledged to me that he executed the above instrument as a general partner thereof and as an individual.



Kathleen L. Cooke
NOTARY PUBLIC

My commission expires: 11-22-85

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RATIFICATION, APPROVAL, CONSENT AND JOINDER
OF TRACEY ASH

TRACEY ASH, being the wife of JAMES F. ASH, a party to the above Grant, Bargain and Sale Deed dated the 20th day of August, 1982, hereby ratifies, approves, consents and joins in the foregoing Grant, Bargain and Sale Deed with respect to any interest which she may have in the property subject of said Grant, Bargain and Sale Deed.

Tracey Ash
TRACEY ASH

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 17th day of AUGUST, 1982, personally appeared before me, a notary public, TRACEY ASH, who acknowledged to me that she executed the above instrument.



Kathleen L. Cooke
NOTARY PUBLIC

My commission expires: 11-22-85

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#2098(c) B-11

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RATIFICATION, APPROVAL, CONSENT AND JOINDER
MARK PERLSTEIN

MARK PERLSTEIN, being the husband of MARILYN L. HODGE (aka MARILYN PERLSTEIN), a party to the above Grant, Bargain and Sale Deed dated the 20th day of August, 1982, hereby ratifies, approves, consents and joins in the foregoing Grant, Bargain and Sale Deed with respect to any interest which he may have in the property subject of said Grant, Bargain and Sale Deed.


MARK PERLSTEIN

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 17th day of AUGUST, 1982, personally appeared before me, a notary public, MARK PERLSTEIN, who acknowledged to me that he executed the above instrument.


NOTARY PUBLIC

My commission expires: 11-22-85

RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.
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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAUL - RECORDER
FILE NO. 85164
FEE \$ 13.00

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#2098(C) B-13

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