

Official RecordRecording requested By
BARRICK GOLD EXPLORATION

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$19.00

Page 1 of 6

RPTT:

Recorded By: TH

Book- 0470 Page- 0140

AFTER RECORDING, PLEASE RETURN TO:

R.L. Brock

Barrick Gold Finance, Inc.

293 Spruce Road

Elko, Nevada 89801

*The undersigned affirm that this document
contains no Social Security Numbers*

**ASSIGNMENT OF EASEMENTS**

This Assignment of Easements ("Assignment"), dated as of the 5th day of March, 2008, is from KENNECOTT EXPLORATIONS (AUSTRALIA) LTD., a Delaware corporation ("Assignor"), to BARRICK GOLD FINANCE, INC., a Delaware corporation whose address for purposes of this Assignment is 293 Spruce Road, Elko, Nevada 89801 ("Assignee").

WHEREAS Assignor is a party to that certain Amended and Restated Mining Venture Agreement dated as of October 29, 1999, and effective as of January 1, 1998, by and among Placer Cortez Inc. ("PCI"), Placer Dome U.S. Inc. ("PDUS") and Assignor (the "JVA"); and

WHEREAS the JVA governs the joint ownership of and conduct of operations on the property encompassed by the area described in *Exhibit A* hereto (the "Area of Interest"); and

WHEREAS the JVA provides that Assignor has a forty percent (40%) Participating Interest (as such term is defined in the JVA) and a corresponding undivided forty percent (40%) interest, as a tenant-in-common, in the Assets (as such term is defined in the JVA), that PCI has a sixty percent (60%) Participating Interest and a corresponding undivided sixty percent (60%) interest, as a tenant-in-common, in the Assets, and that PDUS is the Manager (as such term is defined in the JVA) of the joint venture known as the "Cortez Joint Venture"; and

WHEREAS the mines and operations owned and operated pursuant to the terms of the Cortez Joint Venture are referred to collectively herein as the "Cortez Mine"; and

WHEREAS Barrick Cortez, Inc., a Delaware corporation ("BCI"), has succeeded to PCI's sixty percent (60%) Participating Interest and a corresponding undivided sixty percent (60%) interest, as a tenant-in-common, in the Assets, and BCI or an affiliate thereof has replaced PDUS as the Manager; and

WHEREAS Assignor and Assignee have entered into that certain Purchase Agreement dated as of February 21, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee all of Assignor's forty percent (40%)

Participating Interest in the Cortez Joint Venture, together with all of its corresponding undivided forty percent (40%) interest as a tenant-in-common in and to the Assets, as well as all of Assignor's right, title and interest in and to any other properties or assets held by Assignor in the Area of Interest except those properties or assets, if any, that were previously offered by Assignor to the Cortez Joint Venture in accordance with the JVA and refused by the Cortez Joint Venture, and further that such sale, assignment, transfer and conveyance shall be subject to the reservation of the Assignor set out below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby assigns, transfers and quitclaims to Assignee all of Assignor's forty percent (40%) undivided interest as a tenant-in-common in and to all easements and rights-of-way pertaining to the Cortez Mine or to the Cortez Joint Venture or to the land within the Area of Interest, together with all of its corresponding undivided forty percent (40%) interest in and to all improvements, utilities, appurtenances, fixtures, facilities, tenements, benefits, hereditaments, and other rights appurtenant to such easements and rights of way, and together with all of Assignor's right, title and interest in and to any other easements, rights-of-way, improvements, utilities, appurtenances, fixtures, facilities, tenements, benefits, hereditaments and other rights appurtenant to such easements and rights of way pertaining to the Cortez Mine or to the Cortez Joint Venture or to the land within the Area of Interest except those, if any, that were previously offered by Assignor to the Cortez Joint Venture in accordance with the JVA and refused by the Cortez Joint Venture (which interests as so assigned are herein collectively referred to as the "Easements"), which Easements pertain to properties located in Lander and Eureka Counties, Nevada.

This Assignment is meant to and shall also transfer to Assignee any after-acquired rights, title or interest of Assignor in, to and under the Easements pertaining to the assignments made herein other than those that may hereafter be granted, reserved to Assignor, or that may arise pursuant to the reservation by Assignor as set out below or pursuant to Section 2.3(b) of the Purchase Agreement.

Reserving, however, unto Assignor and its transferees, successors and assigns, and from the assignments made herein, the Production Royalty described in that certain Rio Tinto Production Royalty Deed of even date herewith and which is recorded concurrently herewith.

This Assignment shall not diminish the rights of Assignor now existing or hereafter arising pursuant to (i) certain royalty rights arising under Section 2.3(b) of the Purchase Agreement, and (ii) certain Bonus Royalty arising under Section 2.5 of the Purchase Agreement.

Assignee hereby accepts the foregoing assignment and hereby assumes all liabilities and obligations of Assignor associated with and arising under the Easements, which shall be "Assumed Liabilities" pursuant to that certain Assumption Agreement of even date herewith.



THIS ASSIGNMENT IS MADE WITH NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE, OWNERSHIP, USE, POSSESSION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALUE, MINEABILITY, CONDITION, OPERATION, DESIGN, CAPACITY OR OTHERWISE AND IS 'AS IS, WHERE IS'. Provided, however that nothing in the foregoing shall be deemed to be a waiver, negation or diminution of any representations or warranties of either party under the Purchase Agreement.

The parties agree to execute and deliver such additional documents and to take such other actions as may be reasonably necessary to fully accomplish the transfer of interests meant to be effected by this Assignment.

This Assignment may be executed in multiple counterparts and all counterparts taken together shall be deemed to constitute one and the same document.

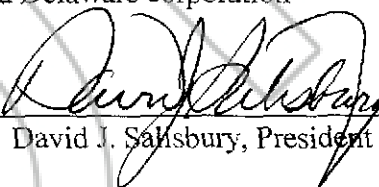
This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the dates set forth in the acknowledgements below, but effective as of the date first set forth above.

Assignor:

KENNECOTT EXPLORATIONS (AUSTRALIA)
LTD., a Delaware corporation

By

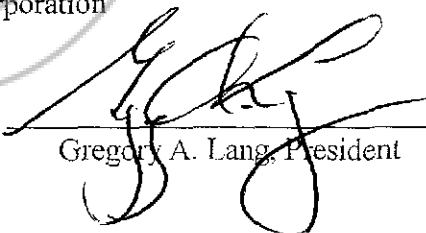


David J. Sansbury, President and CEO

Assignee:

BARRICK GOLD FINANCE, INC., a Delaware
corporation

By

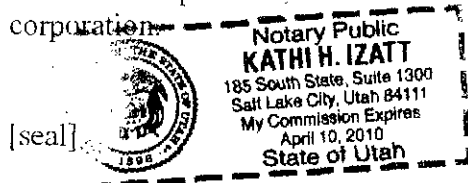



Gregory A. Lang, President



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 5th day of March, 2008, personally appeared before me, a Notary Public, David J. Salisbury, the President and CEO of KENNECOTT EXPLORATIONS (AUSTRALIA) LTD., a Delaware corporation, who acknowledged that he executed the above instrument on behalf of said corporation.



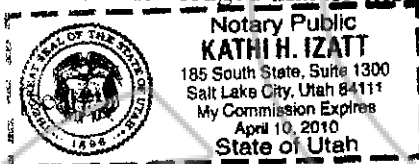

NOTARY PUBLIC, residing in
Salt Lake City, Utah

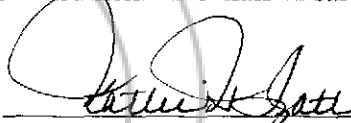
My commission expires:

4/10/2010

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 5th day of March, 2008, personally appeared before me, a Notary Public, Gregory A. Lang, the President of BARRICK GOLD FINANCE, INC., a Delaware corporation, who acknowledged that he executed the above instrument on behalf of said corporation.




NOTARY PUBLIC, residing in
Salt Lake City, Utah

My commission expires:

4/10/2010



Exhibit A

Area of Interest

Beginning at a point which is the southeast corner of Section 1, T24N, R48½E, Mt. Diablo Baseline and Meridian;

Thence west along the section lines to the northeast corner of Section 4, T24N, R47E;
Thence south along the section line to the southeast corner of Section 4, T24N, R47E;
Thence west along the section lines to the southwest corner of Section 1, T24N, R46E;
Thence north along the section lines to the northeast corner of Section 35, T25N, R46E;
Thence west along the section line to the northwest corner of Section 35, T25N, R46E;
Thence north along the section line to the northeast corner of Section 27, T25N, R46E;
Thence west along the section line to the northwest corner of Section 27, T25N, R46E;
Thence north along the section lines to the northwest corner of Section 3, T25N, R46E;
Thence east along the section lines to the southwest corner of Section 36, T26N, R46E;
Thence north along the section lines to the northwest corner of Section 1, T26N, R46E;
Thence west along the section lines to the southwest corner of Section 35, T27N, R44E;
Thence north along the section lines to the northwest corner of Section 2, T30N, R44E;
Thence east along the section lines to the northeast corner of Section 4, T30N, R47E;
Thence south along the section lines to the southeast corner of Section 33, T30N, R47E;
Thence east along the section lines to the southwest corner of Section 33, T30N, R50E;
Thence north along the section lines to the northwest corner of Section 9, T30N, R50E;
Thence east along the section lines to the northeast corner of Section 12, T30N, R50E;
Thence south along the section lines to the southeast corner of Section 36, T30N, R50E;
Thence east along the section line to the northeast corner of Section 1, T29N, R50E;
Thence south along the section lines to the northwest corner of Section 31, T29N, R51E;
Thence east along the section line to the northeast corner of Section 31, T29N, R51E;
Thence south along the section line to the southeast corner of Section 31, T29N, R51E;
Thence east along the section line to the northeast corner of Section 5, T28N, R51E;
Thence south along the section line to the southeast corner of Section 5, T28N, R51E;
Thence east along the section line to the northeast corner of Section 9, T28N, R51E;
Thence south along the section line to the southeast corner of Section 9, T28N, R51E;
Thence west along the section lines to the northeast corner of Section 13, T28N, R50E;
Thence south along the section line to the southeast corner of Section 13, T28N, R50E;
Thence west along the section line to the northeast corner of Section 23, T28N, R50E;
Thence south along the section line to the southeast corner of Section 23, T28N, R50E;
Thence east along the section lines to the northeast corner of Section 30, T28N, R51E;
Thence south along the section lines to the southeast corner of Section 19, T27N, R51E;
Thence west along the section line to the southwest corner of Section 24, T27N, R50E;
Thence south along the section lines to the southeast corner of Section 35, T27N, R50E;
Thence west along the section line to the southwest corner of Section 34, T27N, R50E;
Thence south along the section line to the southeast corner of Section 16, T26N, R50E;
Thence west along the section lines to the southwest corner of Section 17, T26N, R50E;

Thence south along the section line to the southeast corner of Section 19, T26N, R50E;
Thence west along the section line to the northeast corner of Section 25, T26N, R49E;
Thence south along the section line to the southeast corner of Section 36, T26N, R49E;
Thence west along the section line to the northeast corner of Section 4, T25N, R49E;
Thence south along the section lines to the southeast corner of Section 9, T25N, R49E;
Thence west along the section lines to the southeast corner of Section 12, T25N, R48½E;

