

**DOC # 0211702**

03/06/2008 4:28 PM

**Official Record**

Recording requested By  
BARRICK GOLD EXPLORATION

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$18.00

Page 1 of 5

RPTT:

Recorded By: TH

Book- 0470 Page- 0146

AFTER RECORDING, PLEASE RETURN TO:

R.L. Brock

Barrick Gold Finance, Inc.

293 Spruce Road

Elko, Nevada 89801

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



**CONVEYANCE OF ROYALTY INTEREST**

This Conveyance of Royalty Interest ("Conveyance"), dated as of the 5<sup>th</sup> day of March, 2008, is from KENNECOTT EXPLORATIONS (AUSTRALIA) LTD., a Delaware corporation ("Grantor"), to BARRICK GOLD FINANCE, INC., a Delaware corporation whose address for purposes of this Conveyance is 293 Spruce Road, Elko, Nevada 89801 ("Grantee").

WHEREAS Grantor 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 Grantor (hereinafter referred to as 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 Grantor 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 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 Grantor and Grantee have entered into that certain Purchase Agreement dated as of February 21, 2008 (the "Purchase Agreement"), pursuant to which Grantor has agreed to sell, assign, transfer and convey to Grantee all of Grantor'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 Grantor's right, title

and interest in and to any other properties or assets held by Grantor in the Area of Interest except those properties or assets, if any, that were previously offered by Grantor 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 Grantor set out below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby quitclaim to Grantee all of Grantor's forty percent (40%) undivided interest as a tenant-in-common in and to the overriding gross value royalty interest payable to Grantor under the terms of that certain Correction Special Warranty Deed Conveying Interest in Overriding Royalty dated as of August 9, 1993 and recorded in Lander County in Book 400 at page 458 and in Eureka County in Book 254 at page 001, which royalty is payable on mineral production from the properties described therein as the Subject Property, which Subject Property is located in Lander and Eureka Counties, Nevada. Grantor also quitclaims to Grantee any other royalty interests held directly by Grantor or any affiliate of Grantor payable on any property or property interests within the Area of Interest except those, if any, that were previously offered by Grantor to the Cortez Joint Venture in accordance with the JVA and refused by the Cortez Joint Venture (which interests as so granted are herein collectively referred to as the "Royalties").

This Conveyance is meant to and shall also convey to Grantee any after-acquired rights, title or interest of Grantor in and to the Royalties pertaining to the conveyances made herein other than those that may hereafter be granted, reserved to Grantor, or that may arise pursuant to the reservation by Grantor as set out below or pursuant to Section 2.3(b) of the Purchase Agreement.

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

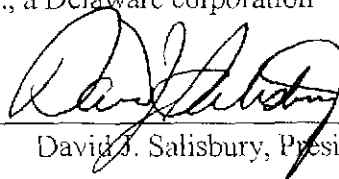
This Conveyance shall not diminish the rights of Grantor now existing or hereafter arising pursuant to (i) certain royalty rights arising under Section 2.3(b) of the Purchase Agreement, and (ii) certain Bonus Royalty arising under Section 2.5 of the Purchase Agreement.

IN WITNESS WHEREOF, Grantor has executed this Conveyance on the date indicated in the acknowledgement below, but effective as of the date first set forth above.

Grantor:

KENNECOTT EXPLORATIONS (AUSTRALIA)  
LTD., a Delaware corporation

By

  
David J. Salisbury, President and CEO

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

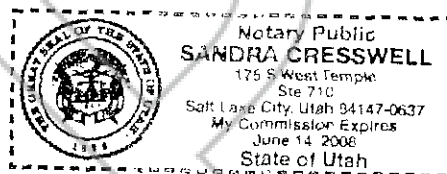
On this 5<sup>th</sup> day of March, 2008, personally appeared before me, a Notary Public, David J. Salisbury, the President and CEO of KENNECOTT EXPLORATIONS (AUSTRALIA) LTD., a Delaware corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

[seal]

My commission expires:

6-14-08

Sandra Cresswell  
NOTARY PUBLIC, residing in  
Salt Lake City, ut



## *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;