

DOC # 0214371

12/22/2009

01:03 PM

Official Record

Recording requested By
NEWMONT USA LTD

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$23.00

Page 1 of 10

RPTT:

Recorded By: FES

Book- 496 Page- 0250

APN _____

No personal information is included
in this Instrument

When recorded, return to,
and forward statements of taxes to:

Newmont USA Limited
Attn: Land Department
1655 Mountain City Highway
Elko, NV 89801



0214371

GRANT, BARGAIN AND SALE DEED

This Grant, Bargain and Sale Deed (this "Deed"), entered into effective as of December 16, 2009, is from Homestake Mining Company of California, a California corporation whose address is 136 East South Temple, Suite 1800, Salt Lake City, Utah 84111-1180 ("Grantor"), to Newmont USA Limited, a Delaware corporation doing business in Nevada as Newmont Mining Corporation, whose address is Attn: Land Department, 1655 Mountain City Highway, Elko, NV 89801 ("Grantee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain and sell to Grantee its successors and assigns, the unpatented mining claims located in Eureka County, Nevada, more particularly described on Attachment 1 to this Deed (the "Property"), to have and to hold, forever.

Grantor reserves for itself, its successors and assigns, a perpetual royalty equal to 3.0% of Net Smelter Returns on all minerals produced from the Property as calculated pursuant to Attachment 2 to this Deed. In the event any of the unpatented mining claims included in the Property are amended or are abandoned and relocated, the royalty reserved herein shall likewise attach to such amended or relocated claims and in the event such unpatented mining claims are relocated as millsites or converted to another form of tenure and production is subsequently obtained from such relocated or converted lands, the royalty reserved herein shall likewise attach. In each case, attachment of the royalty reserved herein shall only occur during the period authorized by the Nevada Uniform Statutory Rule Against Perpetuities.

This Deed is given subject to any liens for taxes and assessments not due and payable. Grantor represents that, to its knowledge no special inquiry having been made, the unpatented mining claims were properly laid out and monumented, all filings and recordings necessary to maintain the claims have been made and all required assessment work has been performed and all claim maintenance fees have been timely paid. Grantor makes no representation with respect to the existence of a discovery within any claim.

This Deed is executed and delivered effective on the date first written above.

Homestake Mining Company of California, a
California corporation

By:

Name: _____

Title:

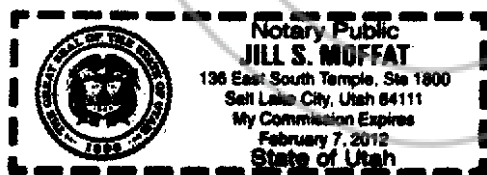
COUNTY OF SALT LAKE

This instrument was acknowledged before me on December 16, 2009, by Gregory A. Lang as President of Homestake Mining Company of California.

Notary Public

My Commission Expires: 2-7-2012

(Seal)



Attachment 1
To
GRANT, BARGAIN AND SALE DEED

REAL PROPERTY DESCRIPTION

All those certain unpatented mining claims situated in Eureka County, Nevada, more particularly described as follows:

Claim Name	BLM #	Location Date	Book & Page/Doc
GUTSY 83	NMC 394249	Nov/16/86	Bk 154 Pg 311
GUTSY 84	NMC 394250	Nov/16/86	Bk 154 Pg 312
GUTSY 85	NMC 394251	Nov/16/86	Bk 154 Pg 313
GUTSY 86	NMC 394252	Nov/16/86	Bk 154 Pg 314
GUTSY 87	NMC 394253	Nov/16/86	Bk 154 Pg 315
GUTSY 88	NMC 394254	Nov/16/86	Bk 154 Pg 316
GUTSY 89	NMC 394255	Nov/16/86	Bk 154 Pg 317
GUTSY 90	NMC 394256	Nov/16/86	Bk 154 Pg 318
GUTSY 101	NMC 394267	Nov/16/86	Bk 154 Pg 329
GUTSY 102	NMC 394268	Nov/16/86	Bk 154 Pg 330
GUTSY 103	NMC 394269	Nov/16/86	Bk 154 Pg 331
GUTSY 104	NMC 394270	Nov/16/86	Bk 154 Pg 332
GUTSY 105	NMC 394271	Nov/16/86	Bk 154 Pg 333
GUTSY 106	NMC 394272	Nov/16/86	Bk 154 Pg 334
GUTSY 107	NMC 394273	Nov/16/86	Bk 154 Pg 335
GUTSY 108	NMC 394274	Nov/16/86	Bk 154 Pg 336
GUTSY 479	NMC 394645	Dec/5/86	Bk 154 Pg 418
GUTSY 480	NMC 394646	Dec/5/86	Bk 154 Pg 419
GUTSY 481	NMC 394647	Dec/5/86	Bk 154 Pg 420
GUTSY 482	NMC 394648	Dec/5/86	Bk 154 Pg 421
GUTSY 483	NMC 394649	Dec/5/86	Bk 154 Pg 422
GUTSY 484	NMC 394650	Dec/5/86	Bk 154 Pg 423
GUTSY 485	NMC 394651	Dec/5/86	Bk 154 Pg 424
GUTSY 486	NMC 394652	Dec/5/86	Bk 154 Pg 425
GUTSY 487	NMC 394653	Dec/5/86	Bk 154 Pg 426
GUTSY 488	NMC 394654	Dec/5/86	Bk 154 Pg 427
GUTSY 489	NMC 394655	Dec/5/86	Bk 154 Pg 428
GUTSY 490	NMC 394656	Dec/5/86	Bk 154 Pg 429
GUTSY 491	NMC 394657	Dec/5/86	Bk 154 Pg 430
GUTSY 492	NMC 394658	Dec/5/86	Bk 154 Pg 431
GUTSY 493	NMC 394659	Dec/5/86	Bk 154 Pg 432

Claim Name	BLM #	Location Date	Book & Page/Doc
GUTSY 494	NMC 394660	Dec/5/86	Bk 154 Pg 433
GUTSY 495	NMC 394661	Dec/5/86	Bk 154 Pg 434
GUTSY 496	NMC 394662	Dec/5/86	Bk 154 Pg 435
GUTSY 497	NMC 394663	Dec/5/86	Bk 154 Pg 436
GUTSY 498	NMC 394664	Dec/5/86	Bk 154 Pg 437
GUTSY 499	NMC 394665	Dec/5/86	Bk 154 Pg 438
GUTSY 500	NMC 394666	Dec/5/86	Bk 154 Pg 439
GUTSY 501	NMC 394667	Dec/5/86	Bk 154 Pg 440
GUTSY 502	NMC 394668	Dec/5/86	Bk 154 Pg 441
GUTSY 503	NMC 394669	Dec/5/86	Bk 154 Pg 442
GUTSY 504	NMC 394670	Dec/5/86	Bk 154 Pg 443
GUTSY 505	NMC 394671	Dec/5/86	Bk 154 Pg 444
GUTSY 506	NMC 394672	Dec/5/86	Bk 154 Pg 445
GUTSY 507	NMC 394673	Dec/5/86	Bk 154 Pg 446
GUTSY 508	NMC 394674	Dec/5/86	Bk 154 Pg 447
GUTSY 509	NMC 394675	Dec/5/86	Bk 154 Pg 448
GUTSY 510	NMC 394676	Dec/5/86	Bk 154 Pg 449
GUTSY 511	NMC 394677	Dec/5/86	Bk 154 Pg 450
GUTSY 512	NMC 394678	Dec/5/86	Bk 154 Pg 451
GUTSY 513	NMC 394679	Dec/5/86	Bk 154 Pg 452
GUTSY 514	NMC 394680	Dec/5/86	Bk 154 Pg 453

Subject to the following:

Rights of way for any existing roads, trails, canals, ditches, flumes, conduits, pipe, pole or transmission lines on, under, over, through or across said premises, federal grazing rights, if any, or other surface uses granted by the federal government.



Attachment 2
To
GRANT, BARGAIN AND SALE DEED

Net Smelter Return Royalty

A. Definitions. As used herein, the following terms shall have the meanings assigned to them as follows:

1. "Allowable Deductions" means the following, in each case determined without duplication:

(a) All costs, tolling charges, representation expenses, metal losses, umpire charges, expenses, penalties, fees and other expenses paid or incurred by Payor in connection with smelting or refining Raw Products or Intermediate Products to produce Refined Products by an independent third party, but excluding any cost associated with Payor's Mine, Mill or Refinery;

(b) All costs, expenses and charges paid or incurred by Payor in transporting Products from Payor's Mine, Mill or Refinery to an independent third party smelter or refinery or other place of mineral treatment or beneficiation and from there to the place of sale to the ultimate purchaser;

(c) All costs and fees of sales, insurance, consignment, agency fees and sales brokerage paid or incurred by Payor with respect to Products shipped from Payor's Mine, Mill or Refinery to an independent third party smelter or refinery or other place of mineral treatment or beneficiation for sale.

2. "Deed" means the instrument to which this document is attached.

3. "Deemed Receipts" means the following:

(a) Where Payor or an affiliate produces or has produced any Refined Products through any smelting or refining arrangements or any other transactions that result in the return to, or credit to the account of, Payor or an affiliate of Refined Products, the term "Deemed Receipts" for such Refined Products shall be deemed to mean the net number of pounds avoirdupois of Refined Copper and/or troy ounces of Gold Bullion and/or Silver Bullion, and/or net number of pounds avoirdupois or other relevant unit of measure for Other Refined Products, as the case may be, returned to, or credited to the account of, Payor or its affiliates by the applicable smelter, refinery or other treatment facility in a calendar quarter, multiplied by:

(i) for Gold Bullion, the average London Bullion Market Association P.M. Gold Fixing for the calendar quarter in which such bullion is so returned or credited;

(ii) for Silver Bullion, the average London Bullion Market Association Silver Fixing for the calendar quarter in which such bullion is so returned or credited; and

(iii) for Other Refined Products, the average London Metals Exchange prices for such Other Refined Product for the calendar quarter in which such Other Refined Product is so returned or credited.

(b) The average price for the calendar quarter shall be determined by dividing the sum of all daily prices posted during the relevant calendar quarter by the number of days that prices were posted. The posted price shall be obtained from Platt's Metals Price Alert, Metals Week Monthly Averages for the applicable period or Metals Bulletin, but corrected to the official quotations of COMEX or the London Metal Exchange in the event of printing errors, and for other prices, The Wall Street Journal, Reuters, or other reliable source selected by Payor; provided that if any such publication ceases to be published, the Parties shall agree upon a widely used alternative method for determining the average price for the calendar quarter.

(c) In the case where an Intermediate Product is distributed to an affiliate of Payor and such Intermediate Product is converted by such affiliate or a third party on behalf of such affiliate to a Refined Product meeting the standards for determining Deemed Receipts as set forth in this subsection, then for purposes of calculating Deemed Receipts such Refined Product shall be deemed produced, and the Deemed Receipts received, by Payor in the calendar quarter in which the Refined Product is made available to the affiliate by the smelter or refinery.

(d) In the event any insurance proceeds are payable to Payor or an affiliate for any loss or damage to Raw Products, Intermediate Products or Refined Products, such insurance proceeds shall be included as revenue in lieu of Deemed Receipts.

4. "Intermediate Product" means concentrates (including leachates, precipitates, and other concentrates), doré, and other intermediate products, if any, produced by Payor's Mine, Mill or Refinery from Raw Products.

5. "Mine, Mill or Refinery" means any mine or mill facility or refinery located on, or appurtenant to the Properties in which Raw Products and/or Intermediate Products are produced by or for Payor or other operator of the Properties.

6. "Net Smelter Returns" means Receipts less Allowable Deductions pertaining to such Receipts, in each case for the applicable calendar quarter.

7. "Net Smelter Returns Royalty" means the production royalty granted pursuant to the Deed.

8. "Payee" means the party entitled to receive payment of the Net Smelter Return Royalty.

9. "Payor" means the party obligated to pay the Net Smelter Return Royalty.

10. "Physical Product Receipts" means revenues actually or deemed received by Payor or an affiliate for any Raw Products, Intermediate Products, or Refined Products sold by Payor or an affiliate, excluding revenues for any Products described in the definition of "Deemed Receipts" determined as follows: If Raw Products or Intermediate Products are sold to a smelter, refinery or other purchaser by Payor or an affiliate or are distributed to an affiliate and are not consumed or converted by or for such affiliate into Refined Products, then Physical Product Receipts with respect to such Raw Products or Intermediate Products shall equal the amount of net revenues actually received by Payor or the affiliate from the physical sale of such products. If Raw Products or Intermediate Products are distributed to an affiliate in any transaction that is not covered by either subsection above, then in such event revenues will be attributed to Payor with respect to such products equal to the fair market value price that would otherwise be received from a third party in an arm's length transaction for the sale of such Raw Products and/or Intermediate Products.

11. "Products" means Raw Products, Intermediate Products and Refined Products produced from ores extracted, mined and removed from the Properties,. Products shall not include any material mined and removed from the Properties for use by Round Top for roads, foundations, concrete or other construction or industrial uses relating to the Properties.

12. "Properties" means the mining claims or other properties identified in Attachment 1 to the Deed.

13. "Raw Products" means ore produced from the Properties in the form of run of mine ore, direct shipment ore and other similar crude or raw ore produced from the Properties without further processing other than crushing.

14. "Receipts" means the sum of Physical Product Receipts and Deemed Receipts for the applicable calendar quarter. Receipts shall not include any revenue or losses from any Trading Activities.

15. "Refined Products" means:

(a) fine gold bullion of .995 or better ("Gold Bullion");

(b) silver bullion of .9995 or better ("Silver Bullion"); and/or

(c) other Products produced from Intermediate Products through subsequent smelting and/or refining and the outturned metal from which meets the relevant specifications for Refined Products that have prices regularly quoted on the London Metals Exchange ("Other Refined Products") and in each case produced from Raw Products and/or Intermediate Products produced from the Properties;

16. "Royalty Percentage" means three percent (3.0%).



B. Computation and Payment of Net Smelter Returns.

1. Computation. To compute the Net Smelter Returns Royalty, Payor shall multiply the Net Smelter Returns by the Royalty Percentage in each case for the immediately preceding calendar quarter.

2. Payments. When payments are due and owing under the Net Smelter Returns Royalty, Payor shall pay to Payee a payment equal to the Net Smelter Returns Royalty computed under Section 1 within 45 days after the end of the calendar quarter for which such computation is made, and shall deliver with such payment a copy of the calculations used in connection with such payment. Any overpayments or underpayments shall be corrected in the next calendar quarter following determination of such adjustment. All payments to be made under this instrument shall be made when due by bank check or wire transfer to a bank account as designated by Payee in writing from time to time.

C. Accounting, Audits and Inspections.

1. Accounting Principles. All Receipts and Allowable Deductions shall be determined in accordance with generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, from time to time, applied on a consistent basis. Payor shall keep accurate records of tonnage, volume of Products, analyses of Products, weight, moisture, assays of payable metal content and other records, as appropriate, related to the computation of Net Smelter Returns hereunder.

2. Audit. Payee, upon written notice, shall have the right to audit the records that relate to the calculation of the Net Smelter Returns Royalty within 12 months after receipt of a payment under Section B.2 above. Any calculation not so audited shall be deemed final and shall not thereafter be subject to audit or challenge. Payee shall be deemed to have waived any right it may have had to object to a particular payment made for any calendar quarter, unless it provides notice in writing of such objection within 3 months after the time for an audit of that payment has expired.

3. Right to Inspect. Payor, upon reasonable notice, may enter upon all surface and subsurface portions of the Properties and related properties being operated in connection with the Properties for the purpose of inspection of such properties and improvements and operations on the Properties, and may inspect and copy all records and data pertaining to the computation of its interest, including without limitation such records and data which are maintained electronically. Payee shall enter the Properties at its own risk and may not unreasonably hinder operations on or pertaining to the properties. Payee shall indemnify and hold harmless Payor and its affiliates (including without limitation direct and indirect parent companies), and its or their respective directors, officers, shareholders, employees, agents and attorneys, from and against any liabilities which may be imposed upon, asserted against or incurred by any of them by reason of injury to Payee or its agents or representatives in exercising its rights herein, including any injury or death resulting from the simple negligence of Payor or its affiliates on the properties.



D. Miscellaneous.

1. Confidentiality.

(a) Except as provided in subsection (b), all information and data provided to Payee under the terms of the Deed and this Attachment shall not be disclosed by Payee to any third party or the public without the prior written consent of Payor, which consent shall not be unreasonably withheld.

(b) The consent required by subsection (a) shall not apply to a disclosure:

(i) By Payee to a potential successor of all or any significant portion of its interests under the Deed, or to a potential successor by consolidation or merger;

(ii) To an affiliate or representative that has a bona fide need to be informed (but subject to the obligations of confidentiality herein);

(iii) To a governmental agency or to the public which Payee believes in good faith is required by applicable law or the rules of any stock exchange; or

(iv) Made in connection with litigation or arbitration involving a party where such disclosure is required by the applicable tribunal or is, on the advice of counsel for such party, necessary for the prosecution of the case, but subject to prior notification to the other party to enable such party to seek appropriate protective orders.

(c) Prior to any disclosure described in clauses (i) or (ii) above, such third party shall first agree to protect the confidential information from further disclosure to the same extent as the Parties are obligated under this Section.

(d) Notwithstanding anything contained in this Attachment to the contrary, a party shall not disclose pursuant to this Attachment any geological, engineering or other data to any third party without disclosing the existence and nature of any disclaimers which accompany such data and the requirements of applicable law or regulation or rules of the applicable stock exchange for public reporting, as the case may be.

2. Notices.

(a) All notices and other required communications (herein "Notices") to the parties shall be in writing, and shall be addressed respectively as follows:

if to Payor: Newmont USA Limited
Attn: Land Department
1655 Mountain City Highway
Elko, NV 89801
Fax Number: (775) 778-2871

if to Payee: Homestake Mining Company of California
c/o Barrick Gold of North America, Inc.
136 East South Temple, Suite 1800
Salt Lake City, Utah 84111-1180
Attention: Regional Land Department
Fax Number: (801) 366-9242

(b) All Notices shall be given (i) by personal delivery, or (ii) by electronic communication, with a confirmation sent by registered or certified mail return receipt requested, or (iii) by registered or certified mail return receipt requested or by commercial courier. All Notices shall be effective and shall be deemed delivered (i) if by personal delivery, on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery, (ii) if by electronic communication, on the next business day following actual receipt of the mailed confirmation, and (iii) if solely by mail or by commercial carrier, on the next business day after actual receipt. A Party may change its address by Notice to the other Party.

3. Commingling. Payor shall have the right to commingle ore, concentrates, minerals and other material mined and removed from the properties from which Products are to be produced, with ore, concentrates, minerals and other material mined and removed from other lands and properties; provided, however, that Payor shall calculate from representative samples the average grade thereof and other measures as are appropriate, and shall weigh (or calculate by volume) the material before commingling. In obtaining representative samples, calculating the average grade of the ore and average recovery percentages, Payor may use any procedures accepted in the mining and metallurgical industry which it believes suitable for the type of mining and processing activity being conducted and, in the absence of fraud, its choice of such procedures shall be final and binding on Payee. In addition, comparable procedures may be used by Payor to apportion among the commingled materials all penalty and other charges and deductions, if any, imposed by the smelter, refiner, or purchaser of such material.

4. Real Property Interest. The Net Smelter Returns Royalty provided in the Deed shall attach to (i) any amendments, relocations, adjustments, resurvey, additional locations or conversions of the Properties and any other mining claims comprising the Properties; and (ii) to any renewal, amendment or other modification or extensions of any leases of any real property interests comprising the Properties. The Net Smelter Returns interest shall be a real property interest that runs with the Properties and shall be applicable to Payor and its successors and assigns of the Properties.

DOC # DV-214371

12/22/2009

01:03 PM

Official Record

STATE OF NEVADA
DECLARATION OF VALUE

1 Assessor Parcel Number (s)

- a) _____
 b) _____
 c) _____
 d) _____

2. Type of Property:

- a) ☐ Vacant Land
 b) ☐ Single Fam Res.
 c) ☐ Condo-Twnhse
 d) ☐ 2-4 Plex
 e) ☐ Apt. Bldg
 f) ☒ Comm'l/Ind'l
 g) ☐ Agricultural
 h) ☐ Mobile Home
 i) ☐ Other:

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

\$ _____
 \$ _____
 \$ _____
 \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: 8
 b. Explain Reason for Exemption: unpatented mining claims

5. Partial Interest: Percentage being transferred:

100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature

Kim & Dawn

Capacity

U.S. Land Manager - Newmont

Signature

Capacity

SELLER (GRANTOR) INFORMATION

(REQUIRED)

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name:

Homestake Mining Co

Print Name:

Newmont USA Ltd

Address:

136 E. S. Temple, Ste. 1800

Address:

1655 Mtn City Hwy

City:

SLC

City:

Elko

State:

UTZip: 84111-1190

State:

NVZip: 89801

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name:

Escrow #

Address:

City:

State:

Zip:

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)