When Recorded Mail to: Parsons Behle & Latimer Attn: John R. Zimmerman, Esq. 50 West Liberty St., Ste. 750 Reno, NV 89501

Mail Tax Statement to: N/A –water rights

DOC# 227074 04/01/2014 227074

Official Record

PARSONS BEHLE & LATIMER

Eureka County - NV Mike Rebaleati - Recorder

Page: 1 of 5 Fee: \$18.00 Recorded By LH RPTT: \$0.00 Book- 0564 Page- 0087



Pursuant to NRS 239B.030, the undersigned hereby affirms that this document does not contain the Personal Information, as defined by NRS 603A.040, of any person.

DEED

This Deed is made and entered into this <u>28</u> day of March, 2014 (the "<u>Effective Date</u>") from Marigold Mining Company, a Nevada corporation ("<u>Grantor</u>") to Goldcorp Dee LLC, a Nevada limited liability company of which Goldcorp USA, Inc. ("<u>Goldcorp USA</u>") is the sole member ("<u>Grantee</u>"), 5190 Neil Road, Suite 310, Reno, Nevada 89501. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement, as defined below.

Recitals

- A. Goldcorp USA, Grantor's parent corporation, is a party to that certain Purchase and Sale Agreement dated February 3, 2014 and amended March 7, 2014 among Goldcorp USA, Goldcorp Canada Ltd., Homestake Mining Company of California, and Silver Standard Resources Inc. (the "Purchase Agreement"). The Purchase Agreement governs, among other things, the purchase and sale of the Marigold Shares and the Homestake Interest.
- B. Pursuant to the Purchase Agreement, Goldcorp USA agreed to cause Grantor, among other things, to distribute, transfer, and assign certain Unrelated Assets to Goldcorp USA (or to one or more limited liability companies of which Goldcorp USA is the sole member) prior to Closing as part of a Pre-Closing Reorganization.
- C. To carry out the Pre-Closing Organization, Goldcorp USA and Grantor adopted a Plan of Distribution and Discharge of Unrelated Assets and Liabilities (the "<u>Distribution Plan</u>") which provides, among other things, that (a) Grantor shall distribute, transfer and assign the Unrelated Assets, which include the water rights more particularly described in Exhibit A to this Deed (the "<u>Water Rights</u>"), to Goldcorp USA, (b) immediately thereafter Goldcorp USA shall distribute, transfer and assign the Water Rights to Grantee and (c) for administrative convenience, Grantor may transfer ownership and title to the Water Rights directly to Grantee.

D. Grantor now desires to execute this Deed with respect to the Water Rights in order to implement, in part, its obligations under the Purchase Agreement and the Distribution Plan.

Conveyance

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor conveys, transfers and assigns to Grantee, its successors and assigns forever, all of Grantor's right, title, and interest in and to the Water Rights.

Together with all and singular the tenements, hereditaments, and appurtenances thereon or thereunto belonging to or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold, all and singular, the Water Rights, together with the appurtenances, unto Grantee, its successors and assigns forever.

Grantor has executed this Deed to be effective as of the Effective Date.

Marigold Mining Company.

By: Charles J- Kinder	
Name: CHARLES J. RONKUS	
Title: Director	

STATE OF Nevada

COUNTY OF Washoe

SS.

This instrument was acknowledged before me on MOVON 28 , 2014, by CNOY LOS as Divector of Marigold Mining Company.



Facif Shaffer

EXHIBIT A

Water Rights

The following water rights, as issued by the Nevada State Engineer, together with all base water rights and change applications related thereto:

Permit 53715

Permit 57755

Permit 57756

Permit 57757

Permit 57882

Permit 57883

Permit 58254

3

227074 Book: 564 04/01/2014 Page: 89 3 of 5

STATE OF NEVADA DECLARATION OF VALUE

 1. Assessors Parcel Number(s) a) NA, water rights. b)	
 2. Type of Property: a) ☐ Vacant Land b) ☐ Single Fam. Rescondo/Twnhse d) ☐ 2-4 Plex e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l g) ☐ Agricultural h) ☐ Mobile Home i) ☐ Other Water rights 	FOR RECORDERS OPTIONAL USE ONLY DOCUMENT/INSTRUMENT #: BOOKPAGE DATE OF RECORDING: NOTES:
 Total Value/Sales Price of Property: Deed in Lieu of Foreclosure Only (value of property Transfer Tax Value: Real Property Transfer Tax Due: 	roperty)
4. If Exemption Claimed: a. Transfer Tax Exemption per NRS 375 b. Explain Reason for Exemption: Trans with identical common ownership (see	.090, Section # 1. fer from a business entity to an affiliated business entity e attached Model Affidavit for Exemption #1).
NRS 375.110, that the information provided in be supported by documentation if called upon Furthermore, the parties agree that disallowan	under penalty of perjury, pursuant to NRS 375.060 and s correct to the best of their information and belief, and can to substantiate the information provided herein. ce of any claimed exemption, or other determination of 10% of the tax due plus interest at 1% per month.
Pursuant to NRS 375.030, the Buyer and Seller sha	all be jointly and severally liable for any additional
amount owed,	
Signature france J- King	Capacity Director of Grantor
Signature Charles J- Ronks	Capacity Director of Goldcorp USA, Ir
SELLER (GRANTOR) INFORMATION (REQUIRED)	the sole member of Grantee BUYER (GRANTEE) INFORMATION (REQUIRED)
	Print Name: Goldcorp Dee LLC
	Address: 5190 Neil Road, Suite 310
	City: Reno
State: Nevada Zip: 89438 S	State: Nevada Zip: 89501
COMPANY/PERSON REQUESTING RECORDING (required if not the seller or buyer)	$\underline{\hat{\mathbf{j}}}$
Print Name: John R. Zimmerman, Esq	Escrow #
Address: 50 West Liberty St., Ste. 750	
	Nevada Zip: 89501
· · · · · · · · · · · · · · · · · · ·	MANY DE DECORDED/MICROSH MED)

Real Property Transfer Tax Model Affidavit for Exemption 1

List the complete name of the claimant at	to contact intormation, as applicable.	/ \
Marigold Mining Company	Goldcorp Dee LLC	
Name of Transferring Organization	Name of Organization to	o which property is transferred
Goldcorp Dee LLC		\ \
Name of Petitioner 5190 Neil Road, Suite 310		on (If different than Petitioner name)
Street Address Reno	Mailing Addre Nevada	ss (If different from street address) 89501
City 775-824-7954	State	Zip Code
Daytime Telephone Number (include area co (optional)	ode) Fax Number (optional)	E-mail address
I, the undersigned duly authorized represent declarations:	ative of the organization named herein, d	o hereby make the following
1. The transfer referred to on the attached E pursuant to NRS 375.090 (1), and is not other	Declaration of Value is eligible for exempt erwise a taxable event under NRS 375.	ion from the real property transfer tax
2. The organization to which property is tran for an affiliated company.	sferred has identical common ownership	with the transferring organization, if
3. The property transferred will continue to be the business use of the property prior to the	oe used in the same manner as it was used transfer was: mining The business use after the	
		/
4. The purpose of this transfer is to recogniz —— Change in the identity of the b —— Change in the business entity —— Change in the location of the I Description of the change: Parent compa	form of organization business entity	nizing assets between subsidiarie
Documentation :	supporting these statements is	s attached.
Charles J. Kake DIRGO	7/20/14	COLACORD ILLA INC
Signature Title	Date	COLDCORP USA INC. Representing
State of Nevada		u
County of Washoe) ss.		
Signed and sworn to (or affi by CYCU (PS J. FER COS (name(s) of person(s) making stater	irmed) before me on_Marc(99.7014 (date)
Notary Stamp, if applicable:	Four P 800 Notary Public or Officer Admi	nistering Oath
WALLIAM PROPERTY OF THE PROPER		
RONI L. SHAFFER Notary Public - State of Nevada	Title of Officer Administering	Oath
Appointment Recorded in Washoe County No: 99-36517-2 - Expires May 5, 2015	L NO BRO TO GET IN THE HEALT HEALT BOOK IN THE COLUMN TO A CO.	7074 Rook: 564 04/01
ь политический и выправлений в)	27074 Book: \$64 04/01 Page: 91 5 of

227074 Book: 564 04/01/2014 Page: 91 5 of 5

STATE OF NEVADA **DECLARATION OF VALUE**

1. Assessors Parcel Number(s) a) NA, water rights. b)	DECLARATION OF VALUE	DOC# DV-227074 04/01/2014 08:36AM
a) NA, water rights. b)	1 Assessors Parcel Number(s)	Official Record
b)		Requested By PARSONS BEHLE & LATIMER
Mike Rebaleati - Recorder April		Eureka County - NV
d) Face of Property: Recorded By 1:H PRIT: \$1,000 2. Type of Property: Recorded By 1:H PRIT: \$1,000 2. Type of Property: Recorded By 1:H PRIT: \$1,000 2. Type of Property: Recorded By 1:H PRIT: \$1,000 2. Type of Property: Recorded By 1:H PRIT: \$1,000 3. Total Value/Sales price of Property: Recorded By 1:H PRIT: \$1,000 3. Total Value/Sales Price of Property: Real Property Transfer Tax Value: Real Property Transfer Tax Value: Real Property Transfer Tax Due: Real Property Tra		Mike Rebaleati - Recorder
2. Type of Property: a)	N	Page: 1 of 1 Fee: \$18.00
a) Vacant Land b) Single Fam. Res. Condo/Twnhse d) 2-4 Plex Comm'l/Ind'! Comm'l/In		Recorded by all TRIT. 3000
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e) Apt. Bldg 1 Comm' I/Ind'! g) Agricultural h) Mobile Home l) Grant Offer RECORDING: NOTES: 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 # 1. b. Explain Reason for Exemption: Transfer from a business entity to an affiliated business entity with identical common ownership (see attached Model Affidavit for Exemption #1). 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 parties agree that 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 SELLER (GRANTOR) INFORMATION (REQUIRED) Print Name: Marigold Mining Company Address: P.O. Box 160 (3 miles south of Valmy) City: Valmy State: Nevada Zip: 89438 State: Nevada Zip: 89501 Escrow # Address: 50 West Liberty St., Ste. 750 City: Reno State: Nevada Zip: 89501		DOCUMENT/INSTRUMENT #:
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Print Name: John R. Zimmerman, Esq Escrow # Address: 50 West Liberty St., Ste. 750 City: Reno State: Nevada Zip: 89501		
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City: Reno State: Nevada Zip: 89501		ESCIOW #
		7:n. 20501



Real Property Transfer Tax Model Affidavit for Exemption 1

List the complete name of the claimant and contact inf	formation, as applicable:			
Marigold Mining Company	Goldcorp Dee LLC			
Name of Transferring Organization	Name of Organization to which property is transferred			
Goldcorp Dee LLC	\ \			
Name of Petitioner 5190 Neil Road, Sulte 310	Contact Person (If different than Petitioner name)			
Street Address Reno	Mailing Address (If different from street address) Nevada 89501			
City 775-824-7954	State Zip Code			
Daytime Telephone Number (include area code) Fax Nu (optional)	umber (optional) E-mail address			
I, the undersigned duly authorized representative of the organizations:	ganization named herein, do hereby make the following			
1. The transfer referred to on the attached Declaration of v pursuant to NRS 375.090 (1), and is not otherwise a taxable	Value is eligible for exemption from the real property transfer tax le event under NRS 375.			
2. The organization to which property is transferred has identical common ownership with the transferring organization, if for an affiliated company.				
3. The property transferred will continue to be used in the same manner as it was used by the transferring organization. The business use of the property prior to the transfer was:				
4. The purpose of this transfer is to recognize:				
Change in the identity of the business entity	X			
Change in the business entity form of organi	. \			
Change in the location of the business entity				
Description of the change: Parent company (Goldcon	rp USA, Inc.) re-organizing assets between subsidiaries.			
Documentation supporting	these statements is attached.			
hala J- Kula DIRECTOR	3/28/14 COLDCORP USA INC. Date Representing			
Signature Title	Date Representing			
	//			
State of Nevada)				
County of Wushoe) ss.				
by Crures J. Kencos	re me on March 28, 2-014 (date)			
(name(s) of person(s) making statement).				
Notary Stamp, if applicable: Notary	Public or Officer Administering Oath			
ицинительникования принципания Title of	f Officer Administering Oath			
THE OI	CHIOLAMIIIIOUIUE CAUI			

Notary Public - State of Nevada Appointment Recorded in Washoe County No: 99-36517-2 - Expires May 5, 2015