

APN #: N/A (Lease)

Recorded at the request of, and  
when recorded, return to:

Ruby Hill Mining Company, LLC  
c/o Elko Mining Group LLC  
905 Railroad Street, Suite 101  
Elko, Nevada 89801  
Attn: Jack McMahon, President

Mail Tax Statement to:

N/A (Lease)

Space above for County Recorder's Use

*Affirmation Statement:* The undersigned affirms that this document does not contain any social security numbers or other personal information of any person. (Per NRS 239B.030).

**ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASES**

This Assignment and Assumption of Real Property Leases ("Assignment"), executed to be effective as of December 17, 2015 (the "Effective Date"), is from Homestake Mining Company of California, a California corporation ("Assignor"), 460 West 50 North, Suite 500, Salt Lake City, Utah 84101, to Ruby Hill Mining Company, LLC, a Nevada limited liability company ("Assignee"), c/o Elko Mining Group LLC, 905 Railroad Street, Suite 101, Elko, Nevada 89801.

**Recitals**

A. Assignor holds certain real property leases described in Exhibit A to this Assignment (the "Leases"). The Leases are associated with the Ruby Hill Mine located in Eureka County, Nevada.

B. Assignor, Assignee, Barrick Gold Corporation and Waterton Precious Metals Fund II Cayman, LP are parties to that certain Asset Purchase Agreement dated as of November 11, 2015 ("Purchase Agreement"). Pursuant to the Purchase Agreement, Assignor agreed, among other things, to assign to Assignee, and Assignee agreed to assume, any and all liabilities and obligations with respect to the Leases.

C. Assignor and Assignee desire to execute this Assignment with respect to the Leases in order to fulfill, in part, their obligations under the Purchase Agreement.

**DOC# 230780**

12/17/2015

03:58PM

**Official Record**

Requested By  
DAVIS GRAHAM & STUBBS

**Eureka County - NV**

**Sara Simmons - Recorder**

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Fee: \$44.00

Recorded By LH

RPTT: \$0.00

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### Assignment and Assumption

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor sells and assigns to Assignee, its successors and assigns forever, all of Assignor's right, title, and interest in and to the Leases, to have and to hold forever.

Assignee accepts the foregoing assignment and assumes all of the liabilities and obligations of Assignor under the Leases whether prior to or on or after the Effective Date.

This Assignment incorporates by reference the representations and warranties, and associated limitations and disclaimers, made in the Purchase Agreement with respect to the Leases and no others. This Assignment, being further documentation of the transactions contemplated by the Purchase Agreement, is subject in all respects to the terms and conditions of the Purchase Agreement. In the event of a conflict between any provision of this Assignment and any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

Executed by Assignor and Assignee to be effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Homestake Mining Company of California, a  
California corporation

Ruby Hill Mining Company, LLC, a Nevada  
limited liability company

By: [Signature]  
Name: George Stannard  
Its: Director

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: [Signature]  
Name: Richie Haddock  
Its: Director



### Assignment and Assumption

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor sells and assigns to Assignee, its successors and assigns forever, all of Assignor's right, title, and interest in and to the Leases, to have and to hold forever.

Assignee accepts the foregoing assignment and assumes all of the liabilities and obligations of Assignor under the Leases whether prior to or on or after the Effective Date.

This Assignment incorporates by reference the representations and warranties, and associated limitations and disclaimers, made in the Purchase Agreement with respect to the Leases and no others. This Assignment, being further documentation of the transactions contemplated by the Purchase Agreement, is subject in all respects to the terms and conditions of the Purchase Agreement. In the event of a conflict between any provision of this Assignment and any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

Executed by Assignor and Assignee to be effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Homestake Mining Company of California, a  
California corporation

Ruby Hill Mining Company, LLC, a Nevada  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: [Signature]  
Print Name: Richard Lewis  
Its: Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



Province

State of ONTARIO )

) ss.

County of York )

This instrument was acknowledged before me on December 18, 2015, by  
George Tarnes as Director of Homestake Mining Company of  
California, a California corporation.

Ardis Haddock

Notary Public in and for the State of Ontario

Residing at: Oakville

Commission Expires: 2016

Province

State of ONTARIO )

) ss.

County of York )

This instrument was acknowledged before me on December 18, 2015, by  
Ricard Haddock as Director of Homestake Mining Company of  
California, a California corporation.

Ardis Haddock

Notary Public in and for the State of Ontario

Residing at: Oakville

Commission Expires: 2016

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

This instrument was acknowledged before me on December \_\_, 2015, by  
\_\_\_\_\_ as \_\_\_\_\_ of Ruby Hill Mining Company, LLC.

Notary Public in and for the State of \_\_\_\_\_

Residing at: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on December \_\_, 2015, by  
\_\_\_\_\_ as \_\_\_\_\_ of Homestake Mining Company of  
California, a California corporation.

Notary Public in and for the State of  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_


State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

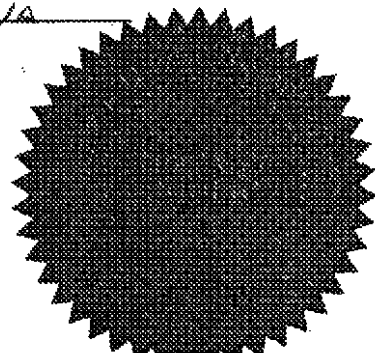
This instrument was acknowledged before me on December \_\_, 2015, by  
\_\_\_\_\_ as \_\_\_\_\_ of Homestake Mining Company of  
California, a California corporation.

Notary Public in and for the State of  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Province  
State of Ontario )  
 ) ss.  
City  
County of Toronto )

This instrument was acknowledged before me on December 14, 2015, by  
Richard L. Luss as authorized signatory of Ruby Hill Mining Company, LLC.

  
Notary Public in and for the State of Province  
Residing at: Toronto of Ontario  
Commission Expires: 11/4



**Exhibit A**  
**Real Property Leases**  
**Eureka County, Nevada**

1. Mining Lease with Option to Purchase dated June 16, 1992 between Darlene Herrera and Homestake California regarding the following patented mining claims:

<u>Claim Name</u>	<u>MS #</u>	<u>Patent #</u>
CONTINENTAL	212	5684
INDEPENDENT	248	6008

2. Mining Lease with Option to Purchase dated May 22, 1992 between Robert J. MacKenzie and Doni P. MacKenzie, husband and wife, and Homestake California regarding the following patented mining claims:

<u>Claim Name</u>	<u>MS #</u>	<u>Patent #</u>
STAR OF THE WEST	266 <sup>1</sup>	7981

3. Mining Lease with Option to Purchase dated June 9, 1992 between Charles Warren, a single man and sole surviving heir of Vera Zadow Warren, and Eva Ryan Fulton, a single women, and Homestake California regarding the following patented mining claims:

<u>Claim Name</u>	<u>MS #</u>	<u>Patent #</u>
THE SHOO FLY NO.2	58	2294
THE SHOO FLY NO.3	59	2295

As to an undivided 50% interest.

Exhibit A - 1



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