

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)

DOC# 230781

12/17/2015

03:58PM

Official Record

Requested By
DAVIS GRAHAM & STUBBS

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 6 Fee: \$44.00

Recorded By LH RPTT: \$0.00

Book- 0587 Page- 0356



0230781

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 MINING LEASE

This Assignment and Assumption of Mining Lease ("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 that certain mining lease described in Exhibit A to this Assignment (the "Lease"). The Lease is 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 Lease.

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

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 Lease, to have and to hold forever.

Assignee accepts the foregoing assignment and assumes all of the liabilities and obligations of Assignor under the Lease 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 Lease 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:

Homestake Mining Company of California, a
California corporation

By: 

Name: George Joannou

Its: Director

By: 

Name: Richard Haddock

Its: Director

ASSIGNEE:

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

By: _____

Print Name: _____

Its: _____



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 Lease, to have and to hold forever.

Assignee accepts the foregoing assignment and assumes all of the liabilities and obligations of Assignor under the Lease 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 Lease 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 J. [unclear]
Its: Authorized Signatory

By: _____
Name: _____
Its: _____



Province Ontario)
State of Ontario) ss.
County of York)

This instrument was acknowledged before me on December 14, 2015, by George Ioannou as Director of Homestake Mining Company of California, a California corporation.

Andrew Haddad
Notary Public in and for the State of Oakville
Residing at: Oakville
Commission Expires: December 14, 2017

Province Ontario)
State of Ontario) ss.
County of York)

This instrument was acknowledged before me on December 14, 2015, by Richie Haddad as Director of Homestake Mining Company of California, a California corporation.

Andrew Haddad
Notary Public in and for the State of Oakville
Residing at: Oakville
Commission Expires: December 14, 2017

State of _____)
County of _____) ss.

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 of _____)
State of _____) ss.
City of _____)
County of _____)

This instrument was acknowledged before me on December 12, 2015, by Richard Wells as an authorized signatory of Ruby Hill Mining Company, LLC.

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

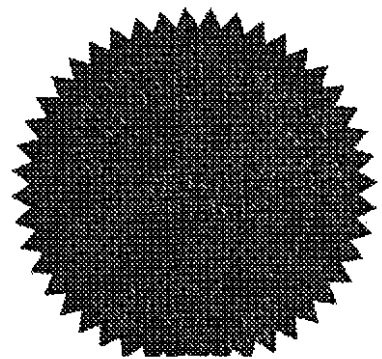


Exhibit A
Lease
Eureka County, Nevada

1. Mining Lease with Option to Purchase dated May 12, 1992 between Arthur Biale and Elizabeth Biale, husband and wife, and Homestake California and recorded in the Eureka County Recorder's records in Book 235 Page 373; as amended by Amendment Number One dated January 11, 1993 between Arthur Biale and Elizabeth Biale, husband and wife, and Albert Biale, a single man, and Homestake California, and recorded in the Eureka County Recorder's records as Doc. No. 144412, as extended on March 19, 2002 and March 2, 2012.

<u>Claim Name</u>	<u>Prefix</u>	<u>BLM #</u>	<u>Book</u>	<u>Page</u>
WEST NO. 3	NMC	661796	238	315
WEST NO. 4	NMC	661797	238	317
WEST NO. 5	NMC	661798	238	319
GOLD QUARTZ	NMC	72582	K	358
			238	321
GOLD QUARTZ NO. 1	NMC	72583	K	382
			238	323
GOLD QUARTZ NO. 2	NMC	72584	L	202
			238	325
WEST	NMC	72585	K	445
			238	331
WEST NO. 1	NMC	72586	K	446
			238	335
WEST NO. 2	NMC	72587	K	358
			238	337
WEST EXTENSION	NMC	72591	K	447
			238	333
HMC 2	NMC	661366	238	159
HMC 5	NMC	661369	238	165
SWAN	NMC	72580	L	168
			238	329
MERIT	NMC	72581	K	505
			238	327

Exhibit A - 1



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