

APN #: N/A (Lease)

DOC# 230782

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- 0362



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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 WATER RIGHTS LEASES

This Assignment and Assumption of Water Rights 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 water rights 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.

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 Joannon
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: 
Print Name: Richard L. ...
Its: Authorized Signatory


By: _____
Name: _____
Its: _____



Province
State of Ontario)
County of York) ss.

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


Andre Harris
Notary Public in and for the State of Ontario
Residing at: Oakville
Commission Expires: 2016



Province
State of Ontario)
County of York) ss.

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

Andre Harris
Notary Public in and for the State of Ontario
Residing at: Oakville
Commission Expires: 2016



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: _____

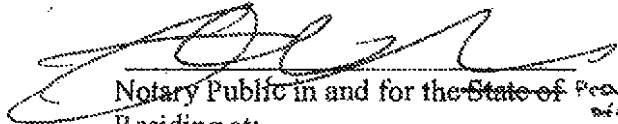
State of _____)
) ss.
County of _____)

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: _____

Produced Pursuant to
State of Nevada)
) ss.
County of Washoe)

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


Notary Public in and for the State of Nevada
Residing at: Las Vegas
Commission Expires: N/A

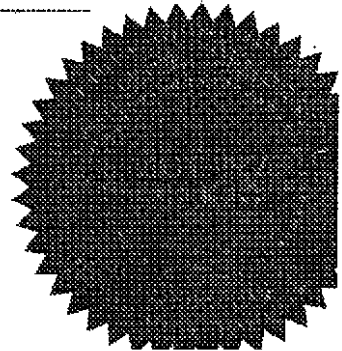


Exhibit A
Water Rights Leases
Eureka County, Nevada

(Capitalized Terms have the meanings set forth in the Purchase Agreement.)

1. Permit 18909 (Certificate 6560), Permit 24827 (Certificate 7944), Permits 64207, 64439, 80797, 81229, 81230, 80799, 83503, 83504 and 73629, of which a combined total of 581.452 acre-feet annually are subject to that certain Water Right Lease Agreement dated December 1, 2014 between James P. and Monique Ithurralde, husband and wife, and Robert J. and Patricia Ithurralde, husband and wife, and Homestake California, a Memorandum of which is recorded in the Eureka County Recorder's records as Doc. No. 0229161.

2. Permit 18908 (Certificate 6468), and Permits 81612 and 81653, of which 445 acre-feet annually are subject to that certain Water Right Lease Agreement effective March 13, 2012 between Gary G. and Melody I. Garaventa, husband and wife, and Homestake California, a Memorandum of which is recorded in the Eureka County Recorder's records as Doc. No. 0220153.

Exhibit A - 1

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