

APN 005-140-06

EUREKA COUNTY, NV

2018-235423

Rec:\$35.00

Total:\$35.00

06/06/2018 02:26 PM

NEWMONT USA LIMITED

Pgs=7

When recorded, return to:

Halter Carlin LLC
PO Box 192, 491 Union Street
Wells, Nevada 89835



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LISA HOEHNE, RECORDER

This document contains no personal
information as defined in NRS 603A.040.

PARTIAL RELEASE AND ASSIGNMENT

This Partial Release and Assignment ("Agreement") is entered into effective June 1st, 2018 ("Effective Date") by and between NEWMONT USA LIMITED, a Delaware corporation, whose address is 1655 Mountain City Highway, Elko, Nevada 89801 ("Newmont"), HALTER CARLIN LLC, a Nevada limited liability company, whose address is PO Box 192, 491 Union Street, Wells, Nevada 89835 ("Halter").

RECITALS

A. Southern Pacific Land Company and SFP Minerals Corporation entered into a minerals lease dated October 11, 1985 ("Minerals Lease").

B. The Atchison, Topeka and Santa Fe Railway Company and Santa Fe Pacific Minerals Corporation entered into an Exploration Agreement and Option to Lease, dated November 29, 1990, which was amended by an Agreement dated December 29, 1995 (collectively "1990 Agreement"). Newmont has succeeded to the rights and interests of Santa Fe Pacific Minerals Corporation under the 1990 Agreement.

C. The Minerals Lease is described in Exhibit 1 hereto and referred to herein as "the Lease." Newmont is the current lessee under the Lease.

D. The Lease covers, in part, certain properties, which are described in Exhibit 1 hereto, which properties are referred to herein as the "Released Property."

E. Newmont has subleased certain rights and interests in the Minerals Lease, pursuant to that sublease described in Exhibit 2 hereto ("Sublease"). The Sublease covers that property identified in Exhibit 2 ("Subleased Property").

F. Halter owns the surface and mineral estate in the Released Property and Subleased Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Newmont and Halter agree as follows:

1. Lease Release. Newmont hereby releases, relinquishes and surrenders any and all of its rights, title and interests in and under the Lease and the 1990 Agreement as to and only as to the Released Property. As of the Effective Date of this Agreement, Newmont shall have no further rights, interests, obligations or liabilities under the Lease or the 1990 Agreement with respect to the Released Property.

2. Assignment of Subleased Property. Newmont hereby assigns to Halter all of Newmont's rights, title, interests, obligations and liabilities in and under the Minerals Lease and the 1990 Agreement only as to the Subleased Property. This Agreement shall not affect Newmont's rights, title, interests, obligations and liabilities under the 1990 Agreement as to any properties other than the Released Property and the Subleased Property.

3. Assignment and Assumption of Sublease. Newmont hereby assigns to Halter all of Newmont's rights, title, interests, obligations and liabilities in and to the Sublease. Halter hereby assumes and agrees to satisfy all of the sublessor's obligations, liabilities and responsibilities in and under the Sublease. Halter shall indemnify and hold harmless Newmont and its directors, officers, employees, agents and successors from any and all claims, losses, damages, costs, demands and liabilities (including reasonable attorney's fees) arising from or related to any breach of the Sublease by Halter or its successors or assigns. Newmont shall indemnify and hold harmless Halter and its directors, officers, employees, agents and successors from any and all claims, losses, damages, costs, demands and liabilities (including reasonable attorney's fees) arising from or related to any breach of the Sublease by Newmont prior to the Effective Date.

4. Representations and Warranties.

a. Each party represents and warrants to the other parties that it is in good standing under the laws of the jurisdiction in which it is incorporated, and that it has all the requisite power, right and authority to enter into this Agreement, to perform its obligations under this Agreement, and to commit to this Agreement. The execution and delivery of this Agreement, and the consummation of the obligations, indemnities and payments provided herein, have been duly and validly authorized by all necessary corporate or company action on the part of each party.

b. Newmont represents and warrants that, except for the Sublease, Newmont has not granted or conveyed any other rights, title or interests in the Released Property or the Subleased Property.

5. As-Is Condition of Property. Except as expressly provided in Section 3 above, Newmont is releasing and assigning its interests in the Released Property and Subleased Property "As-Is, Where-Is, With All Faults" without representation or warranty, express or implied, either oral or written, made by Newmont or any agent or representative of Newmont with respect to the physical or structural condition of the Released Property or the Subleased Property or with respect to income potential, operating expenses, uses, habitability, environmental conditions,

tenantability, or suitability for any purpose, all of which warranties Newmont hereby expressly disclaims.

6. General Provisions.

(a) Notice. All notices or other communications to any party shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by overnight mail by a courier that maintains a delivery tracking system. Subject to the following sentence, all notices shall be effective and shall be deemed delivered (i) if by personal delivery, on the date of delivery, (ii) if by mail, on the date of delivery as shown on the actual receipt, and (iii) if by overnight courier, as documented by the courier's tracking system. If the time of such delivery or receipt is not before 5:00 p.m. on a business day, the notice or other communication delivered or received shall be effective on the next business day ("business day" means a day, other than a Saturday, Sunday or statutory holiday observed by banks in the jurisdiction in which the intended recipient of a notice or other communication is situated). A party may change its address from time to time by notice to the other parties as indicated above.

All notices to Newmont shall be delivered to:

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

All notices to Halter shall be delivered to:

Halter Carlin LLC
PO Box 192, 491 Union Street
Wells, Nevada 89835

(b) Inurement. All covenants, conditions, limitations and provisions contained in this Agreement apply to, and are binding upon, the parties to this Agreement, their heirs, representatives, successors and assigns.

(c) Implied Covenants. The only implied covenants in this Agreement are those of good faith and fair dealing.

(d) Waiver. No waiver of any provision of this Agreement, or waiver of any breach of this Agreement, shall be effective unless the waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other subsequent breach.

(e) Modification. No modification, variation or amendment of this Agreement shall be effective unless it is in writing and signed by all parties to this Agreement.

(f) Further Assurances. Each of the parties agrees that it shall take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

(g) Attorneys' Fees. In any litigation between the parties to this Agreement or persons claiming under them resulting from, arising out of, or in connection with this Agreement or the construction or enforcement thereof, the prevailing party or parties shall be entitled to recover from the other party or parties, all reasonable costs, expenses, attorneys' fees, expert fees, and other costs of suit incurred by it in connection with such litigation, including such costs, expenses and fees incurred prior to the commencement of the litigation, in connection with any appeals, and collecting any final judgment entered therein. If a party or parties prevails on some aspects of such action, but not on others, the court may apportion any award of costs and attorneys' fees in such manner as it deems equitable.

(h) Construction. The section and paragraph headings contained in this Agreement are for convenience only, and shall not be used in the construction of this Agreement. The parties acknowledge that they have each been represented by legal counsel in drafting and reviewing the terms of this Agreement. Consequently, any rules of construction for or against the drafter of this Agreement shall not be applicable in construing the provisions hereof.

(i) Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Nevada, without regard to that State's conflicts of laws provisions.

(j) Costs. Halter and Newmont will each bear their own costs and expenses associated with the preparation of this Agreement.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HALTER CARLIN LLC

By: 

Name: THEODORE J. HALTER
Title: MANAGING MEMBER

NEWMONT USA LIMITED

By: 

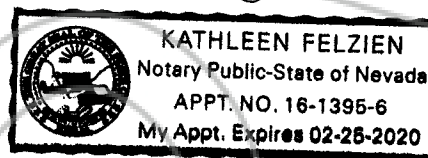
Gavin C. Jangard
Vice President

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this 4th day of June, 2018 personally appeared before me, a Notary Public, Gavin C. Jangard, as a Vice President of Newmont USA Limited, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument.

Kathleen Felzien
Notary Public

My Commission Expires: 02-25-2020



STATE OF Nevada)
) ss.
COUNTY OF Elko)

This instrument was acknowledged before me on this 4th day of June, 2018, by Theodore Halter, as Manager Member of HALTER CARLIN LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Kathleen Felzien
Notary Public
My commission expires: 02-25-2020

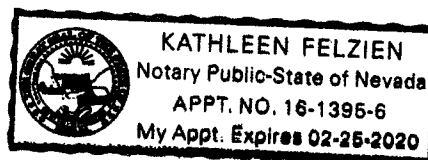


EXHIBIT 1
TO
PARTIAL RELEASE AND ASSIGNMENT

The Released Property

Township 31 North, Range 51 East, M.D.B.M, Eureka County, Nevada

Section 7: ALL;

Excepting therefrom all that portion of said land as conveyed to Western Pacific Railway Company in deed recorded February 20, 1909 in Book 16, Page 108, and in deed recorded April 26, 1909 in Book 16, Page 269, Deed Records, Eureka County, Nevada

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EXHIBIT 2
TO
PARTIAL RELEASE AND ASSIGNMENT

The Sublease and Subleased Property

Iron Ore Lease between Newmont USA Limited and Saga Exploration Co. dated August 1, 2005, a memorandum of which was recorded December 29, 2005 as Document 203025 in Book 430, Page 210, and as amended on October 15, 2008, a memorandum of which was recorded October 21, 2008 as Document # 0212662 in Book 481, Page 005, in the Official Records of the Eureka County Recorder, Nevada covering the following Subleased Property:

Township 31 North, Range 51 East, M.D.B.M.

Section 7: Lots 3 and 4, and the SE $\frac{1}{4}$,
 Excepting all that portion thereof lying within 200 feet on each side of the
 centerline of Central Pacific Railway Company's main track as now constructed.