

APN#: [N/A – UNPATENTED MINING CLAIMS]

WHEN RECORDED RETURN TO:

Barrick Gold Exploration Inc.  
310 South Main Street  
Suite 1150  
Salt Lake City, UT 84101  
Attn: Land Manager

EUREKA COUNTY, NV

**2019-237922**

Rec:\$35.00

\$35.00

Pgs=7

01/29/2019 01:29 PM

PARSONS BEHLE & LATIMER

LISA HOEHNE, RECORDER

*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.*

### **NOTICE OF JOINT VENTURE LIEN AND SECURITY INTEREST**

This Notice of Joint Venture Lien and Security Interest ("**Notice**"), dated this January 29, 2019, by Barrick Gold Exploration Inc., a Delaware corporation with offices at 293 Spruce Road, Elko, NV 89801 ("**Barrick Exploration**").

Glamis Marigold Mining Company, now known as Marigold Mining Company, and Barrick Exploration entered into that certain Mining Venture Agreement dated effective as of January 3, 2005, as novated, assigned and/or amended pursuant to (a) that certain Assignment and Bill of Sale dated March 28, 2014 between Goldcorp Dee LLC ("**Goldcorp Dee**") and Marigold Mining Company and (b) that certain First Amendment to Mining Venture Agreement dated as of February 24, 2017 by and among Barrick Goldstrike Mines Inc., as Manager of the venture, Goldcorp Dee, as a Participant, acting through Premier Gold Mines USA, Inc., as managing member of Goldcorp Dee, and Barrick Exploration, as a Participant (collectively, "**Mining Venture Agreement**") concerning certain unpatented mining claims, water rights, and associated real property interests situated in Elko and Eureka Counties, Nevada, as described more particularly in **Exhibit A** hereto (collectively, the "**Properties**"). Capitalized terms not defined in this Notice shall have the definitions set forth in the Mining Venture Agreement.

Pursuant to Section 6.4(a) of the Mining Venture Agreement, each Participant granted to the other "a lien upon its interest in the Properties and a security interest in its rights under this Agreement and its Participating Interest in other Assets, and the proceeds therefrom," ("**Lien and Security Interest**") to secure any loan made by one Participant to the other in accordance with the Mining Venture Agreement. Barrick Exploration executes this Notice pursuant to the authority granted under Section 6.4(a) of the Mining Venture Agreement to execute, file and record all instruments necessary to perfect or effectuate the provisions of Section 6.4(a).

Accordingly, notice of the Lien and Security Interest and the Mining Venture Agreement is hereby given.

[Signature Page Follows]

Executed as of the day and year first above written.

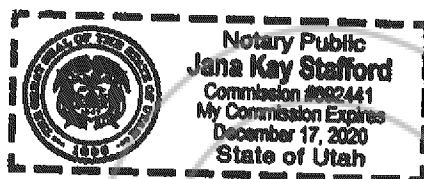
BARRICK GOLD EXPLORATION INC.

  
By: Peter Webster  
Title: Director

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE        )

On this, the 29 day of January, 2019, before me, the undersigned Notary Public, personally appeared Peter Webster, a Director of Barrick Gold Exploration Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Notary Public  
My commission expires.

**EXHIBIT A**

[See Following Pages]

COPY

## EXHIBIT A

### Part 1. Properties

The following described unpatented lode mining claims and millsite claims located in Eureka and Elko Counties, Nevada:

Claims	Owner	No.	Section(s)	T.(N)	R.(E)	BLM "NMC" Nos.
Luke 1-6	1	6	4;33	36; 37	49	644492-644497
KCH 1-4	1	4	16,17	36	49	644498-644501
BC 27-36	1	10	9,10,15,16	36	49	644502-644511
BC 45-56	1	12	9,10	36	49	644512-644523
BC 58	1	1	9	36	49	644524
BC 69-75	1	7	3,4,9,10	36	49	644525-644531
BC 82-91	1	10	3,10,15	36	49	644532-644541
DEE 1-28	1	28	9,10	36	49	644543-644570
DEE 50-79	1	30	4;33	36; 37	49	644586-644615
DEE 97-104	1	8	9,10	36	49	644619-644626
DEE 119-134	1	16	9,10	36	49	644639-644654
DEE 148-162	1	15	9,10,15,16	36	49	644667-644681
DEE 179-183	1	5	15,16	36	49	644698-644702
ANT 1-20	1	20	15,16,17	36	49	644731-644750
RUSS 1-95	2	95	2,3,4,5,8,9; 28,29,32,33,34,35	36;37	49	642878-642972
RUSS 101-134	2	34	2,3,10;34,35	36;37	49	642973-643006
RUSS FRACS 1-11	2	11	3,4,9,10;34,35	36;37	49	643007-643017
BS 1-21	2	21	2,3,10,15; 27,28,33,34,35	36;37	49	643018-643038
B & E 1, 2	2	2	34	37	49	643039-643040
PAG 1-4	2	4	20,21,28, 29	37	49	643041-643044
JAG 3-64	2	62	4,5; 28,29,32,33	36;37	49	643045-643106

**Note: Total = 401 claims**

**\*Ownership Codes:**

1 = Glamis Marigold Mining Company

2 = Newmont Capital Limited

Together with the following water rights:

### WATER RIGHTS

Permits/App.	Change of App.	SRC	Div Rate (CFS)	Type of Use	CO
53715	45544	UG	1.00	MM	Elko
57755	54566	UG	1.00	MM	Elko
57756	51907	UG	1.00	MM	Elko
57757	45543	UG	1.00	MM	Elko
57882	45542	UG	1.00	MM	Elko
57883	47971	UG	1.00	MM	Elko
58254		UG	2.00	MM	Elko

The Properties and the Water Rights are subject to the terms and conditions of the following agreements:

1. Settlement Agreement of December 1997 among Dee Gold Mining Co., Baroid Drilling Fluids, Inc., Meridian Rossi Corp., Euro-Nevada Mining Corporation, Inc., and Franco Nevada Mining Corporation, Inc.
2. Settlement Agreement of August 1996 among Dee Mining Co., Baroid Drilling Fluids, Inc. and Meridian Minerals Corporation.
3. Serviant Easement Agreement effective August 30, 1996 among Franco-Nevada Mining Corporation, Inc., Euro-Nevada Mining Corporation, Inc., Dee Gold Mining Co., and Meridian Minerals Corporation.
4. Grant of Easement of 1996 by and between Baroid Drilling Fluids, Inc. and Meridian Minerals Corporation (Grantors) and Dee Gold Mining Co. (Grantee).
5. Lease Agreement effective June 26, 1981 by and between Phillip A. Davis (Lessor) and J. S. Livermore, d/b/a Cordex Exploration Co. (Lessee).
6. Boundary Agreement, May 4, 1994 - Baroid Drilling Fluids, Inc., FMC Minerals Corporation, Franco Nevada, Euro Nevada, and Dee Gold Mining Co.
7. Mine Road Permit Agreement, October 1, 1988 - Newmont, Elko Land & Livestock Co., and Dee Gold Mining Co.
8. License to Expand Pit Slopes and Construct Roadways, March 30, 1988 - NL Petroleum Services Inc., FMC Minerals Corporation, and Dee Gold Mining Co.
9. 1992 letter agreement Re: Dee Gold Water Supply dated effective September 3, 1992, by and between Barrick Goldstrike Mines Inc. and Dee Gold Mining Co.

#### 10. 1999 Waste Rock Disposal Letter Agreement

The representations and warranties set out in Section 2.2(c) of the Agreement are subject to the following exception: Certain of the BC and Luke unpatented lode mining claims and the DEE mill sites, as referenced in Exhibit A – Part 1 above, are located on the same land. Title to these claims and mill sites is accepted by the Venture “as is” with respect to any defect in title that presently exists or that may in the future arise as a result of such fact.

#### Part 2. Area of Interest

“Area of Interest” means the area identified in the attached map, i.e., the area consisting of, and within the exterior boundaries of the Properties identified in Part 1 of Exhibit A, except that any claim located or relocated by a Participant shall not be within the Area of Interest to the extent the land is subject to valid superior rights, subject also to any rights or limitations of rights of Glamis as to the Properties under that certain Agreement as to Boundary dated May 4, 1994 among Baroid Drilling Fluids, Inc., FMC Minerals Corporation, Franco-Nevada Mining Corporation, Inc., and Euro-Nevada Mining Corporation, Inc., and Dee Gold Mining Company, recorded in the records of Elko County, Nevada on June 22, 1994, in Book 860 at page 741, and in any event the Area of Interest shall not include property interests or portions of property interests in which Barrick may otherwise own an interest as of the effective date of this Agreement. The map attached at Part 2 of Exhibit A is not based on field survey data, and the Area of Interest boundary shown thereon is in part interpretive as to the effect of superior rights on the Properties, and may be subject to adjustment pending further determination and agreement of the parties.

