

EUREKA COUNTY, NV **2019-239168**
RPTT:\$425.10 Rec:\$35.00
\$460.10 Pgs=7 **06/27/2019 01:36 PM**
PARSONS BEHLE & LATIMER
LISA HOEHNE, CLERK RECORDER

APN #: see attached Exhibit A

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

Leeville Holdco LLC
1655 Mountain City Highway
Elko, Nevada 89801
Attention: Land Manager

Mail Tax Statement to:

Leeville Holdco LLC
1655 Mountain City Highway
Elko, Nevada 89801
Attention: Land Manager

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).

MINING DEED—FEE PROPERTY
(With Water Rights)
(Leeville)

This Mining Deed—Fee Property (With Water Rights) (Leeville) (this “Deed”), entered into effective as of June 26, 2019, is from Newmont USA Limited, a Delaware corporation, whose address is 6363 S. Fiddler’s Green Cir., Suite 800, Greenwood Village, Colorado 80111 (“Grantor”), to Leeville Holdco LLC, a Delaware limited liability company, whose address is 1655 Mountain City Highway, Elko, Nevada 89801 (“Grantee”).

Recitals

1. Grantor’s parent company, Newmont Goldcorp Corporation, formerly known as Newmont Mining Corporation, and Barrick Gold Corporation are parties to that certain Implementation Agreement dated March 10, 2019, as amended (the “Agreement”).
2. In connection with the Agreement, Grantor desires to convey to Grantee all of Grantor’s right, title and interest in and to the patented mining claims described in Exhibit A to this Deed (the “Claims”), together with all additional, replacement or other real property owned by Grantor located within the geographic boundaries of the Claims (together with the Claims, the “Property”) and the water rights described in Exhibit B to this Deed (the “Water Rights”). The Property and the Water Rights are located in Eureka County, Nevada.
3. Grantor executes this Deed with respect to the Property and the Water Rights in order to fulfill, in part, the obligations under the Agreement.

Conveyance

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Grantor grants, bargains and sells to Grantee, free and clear of all Encumbrances other than Permitted Encumbrances (1) all of Grantor's right, title and interest in and to the Property and all and singular the tenements, hereditaments, appurtenances, fixtures, buildings, and other improvements thereon or thereunto belonging to or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof and including, with respect to all patented mining claims included in the Property, all of the lodes, ledges, veins and mineral-bearing rock, both known and unknown, intraliminal and extralateral, lying within or extending beyond the boundaries of such mining claims, and all dips, spurs and angles, and all the ores, mineral bearing-quartz, rock and earth or other mineral deposits therein or thereon, and (2) all of Grantor's right, title and interest in and to the Water Rights (including any other water rights appurtenant to the Property), including all permits, proofs, certificates and changes, and all and singular the tenements, hereditaments, appurtenances, wells, pipelines, ditches, impoundments and other improvements thereunto belonging to or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold unto Grantee, its successors and assigns forever.

This Deed incorporates by reference the representations and warranties, and associated limitations and disclaimers, made in the Agreement with respect to the Property and Water Rights.

This Deed and the covenants contained herein shall extend to and be binding upon and every benefit hereof shall inure to the parties hereto, their respective successors and assigns. This Deed is intended to and does convey any after acquired title or interest in and to the Property that Grantor may hereafter acquire, excluding any royalties conveyed by Grantee or an Affiliate of Grantee to Grantor or an Affiliate of Grantor on minerals produced from the Property or any other title or interest in and to any of the Property acquired by Grantor or an Affiliate of Grantor in connection with or following Grantee's abandonment or other divestiture of an interest in the Property.

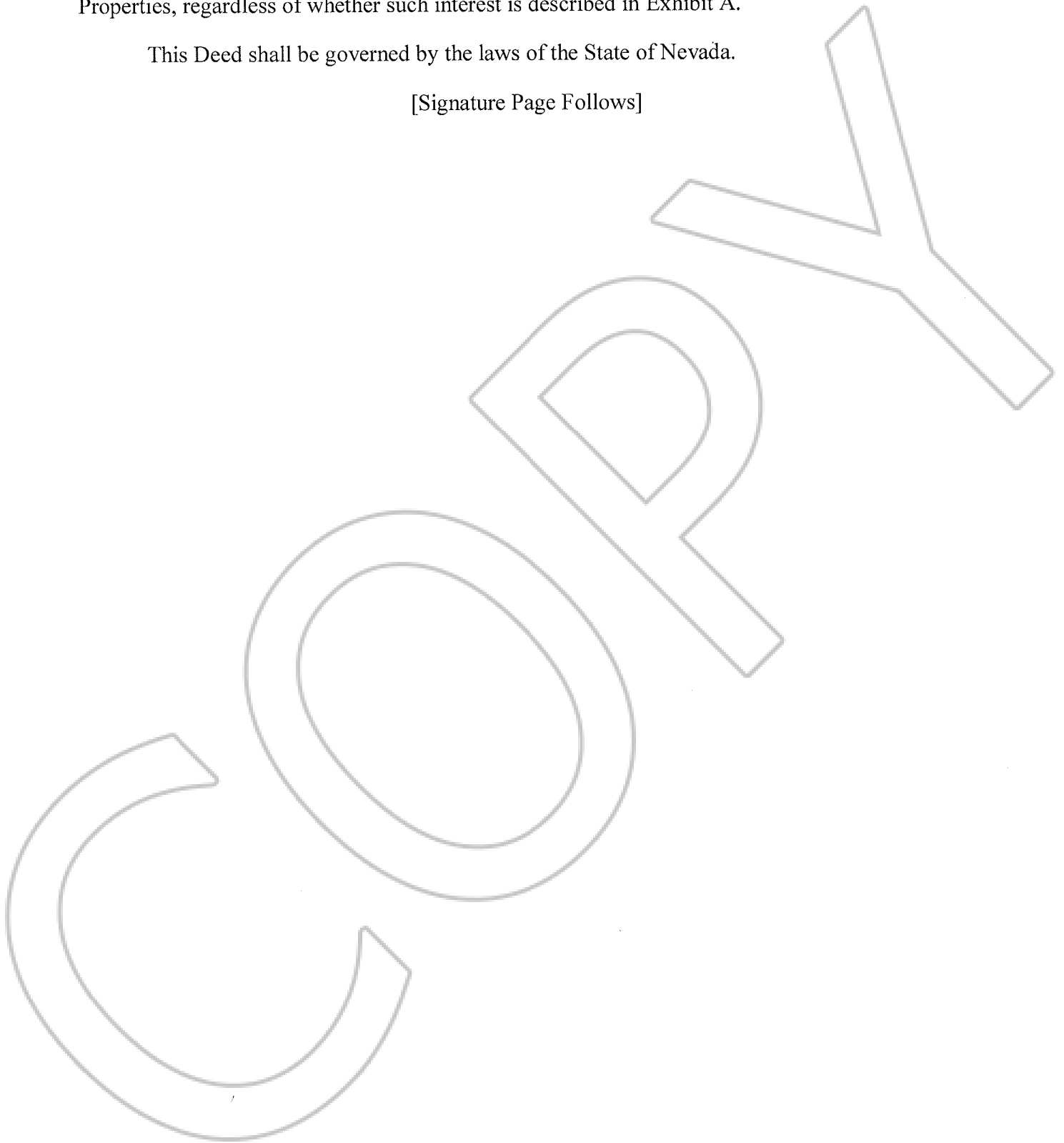
Capitalized terms used but not defined in this Deed shall have the meanings ascribed to them in the Agreement.

Grantor intends that the interests being conveyed pursuant to this Deed include, but are not limited to, all rights, title and interests that Grantor holds in and to any fee property that is included in (x) the "Subject Property" as defined in that certain Agreement, dated May 10, 1979, and recorded as of illegible date in the official records of Eureka County, Nevada ("Official Records") at Book 71, Page 9-102, Document No. 68562, by and between Bullion Monarch Company; Polar Resources Co.; Universal Gas (Montana), Inc.; Universal Explorations, Ltd.; Camsell River Investments, Ltd.; Lambert Management Ltd. and Eltel Holdings Ltd.; or (y) "The Properties" as defined in that certain Judgment by Default entered by the Seventh Judicial District Court of the State of Nevada, County of Eureka, dated September 22, 1993 in the matter of Bullion Monarch Company v. Polar Resources Co., et al., a copy of which was recorded September 24, 1993 in the Official Records at Book 255, Page 007 (collectively, if any, the "Subject Properties"). This Deed

is intended to, and does, convey all of Grantor's right, title and interest in and to the Subject Properties, regardless of whether such interest is described in Exhibit A.

This Deed shall be governed by the laws of the State of Nevada.

[Signature Page Follows]



This Deed is executed and delivered effective on the date first written above.

Grantor:

Newmont USA Limited,
a Delaware corporation

By: 

Name: LOGAN HENNESSEY

Title: VICE PRESIDENT AND SECRETARY

State of COLORADO)
) ss.
County of ARAPAHOE)

This instrument was acknowledged before me on June 24, 2019, by Logan Hennessey as VP & Secretary of Newmont USA Limited.

ANGELA K. HUDGENS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104013172
MY COMMISSION EXPIRES APR 15, 2022

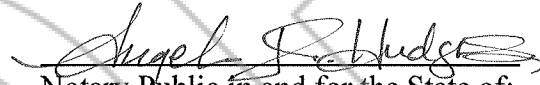

Notary Public in and for the State of: Colorado
Residing at: Centennial, CO
Commission Expires: 15 April 2022

Exhibit A
to
MINING DEED—Fee Property
(With Water Rights)

Fee Property

The following described patented mining claims generally located in Sections 1, 2, 11 and 12 of Township 35 North, Range 50 East M.D.B.&M., located in Eureka County, Nevada, together with all additional, replacement or other real property owned by Grantor within the geographic boundaries of the property described below.

<u>Name</u>	<u>APN</u>	<u>MS#</u>	<u>Patent #</u>
Big Six No. 3	Portion of 004-030-23	4332	783757
Holt	Portion of 004-030-23	4422	881735
July	Portion of 004-030-23	4528	935874
Great Divide	Portion of 004-030-23	4393	945439
Bald Eagle	Portion of 004-030-23	4527	46758

Exhibit B
to
MINING DEED—Fee Property
(With Water Rights)

Water Rights

The following water rights permits, certificates, and proofs of vested claims on file with the Nevada Division of Water Resources, Office of the State Engineer:

App	Cert	County	Source Description
<u>63984</u>		EU	
<u>63987</u>		EU	
<u>63988</u>		EU	
<u>63989</u>		EU	
<u>73401</u>		EU	HDDW - 4
<u>73402</u>		EU	HDDW 5
<u>73403</u>		EU	HDDW 6
<u>73404</u>		EU	HDDW - 7
<u>73405</u>		EU	HDDW 8
<u>73406</u>		EU	HDDW - 9
<u>73407</u>		EU	HDDW - 10
<u>73408</u>		EU	VENT SHAFT
<u>73554</u>		EU	HDDW 5
<u>73555</u>		EU	HDDW 5
<u>73556</u>		EU	HDDW 5
<u>88613T</u>		EU	LEEVILLE MINE HDDW 5
<u>88614T</u>		EU	LEEVILLE MINE HDDW 6
<u>88615T</u>		EU	LEEVILLE MINE HDDW 8
<u>88616T</u>		EU	LEEVILLE MINE HDDW 14

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. See Attached
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Plex
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 Other MINING

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ 108,847.00
 b. Deed in Lieu of Foreclosure Only (value of property (_____)
 c. Transfer Tax Value: \$ 108,847.00
 d. Real Property Transfer Tax Due \$ 424.50

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: _____
 Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Newmont USA Limited
 Address: 6363 S. Fiddler's Green Circle, Suite 800
 City: Greenwood Village
 State: Colorado Zip: 80111

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Leeville Holdco LLC
 Address: 1655 Mountain City Highway
 City: Elko
 State: Nevada Zip: 89801

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____