

EUREKA COUNTY, NV

2019-239170

Rec:\$35.00

\$35.00 Pgs=10

06/27/2019 01:36 PM

PARSONS BEHLE & LATIMER

LISA HOEHNE, CLERK RECORDER

APN #: N/A (Assignment of Agreements)

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: N/A (Assignment of Agreements)

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 AGREEMENT

(Real Property Leases and Agreements)

(Leeville)

This Assignment and Assumption Agreement (Real Property Leases and Agreements) (this "Assignment"), executed to be effective as of June 26, 2019 ("Effective Date"), is between Newmont USA Limited, a Delaware corporation, whose address is 6363 S. Fiddler's Green Circle, Suite 800, Greenwood Village, Colorado 80111 ("Assignor"), and Leeville Holdco LLC, a Delaware limited liability company, whose address is 1655 Mountain City Highway, Elko, Nevada 89801 ("Assignee").

Recitals

1. Assignor'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, Assignor desires to assign to Assignee all or part of Assignor's right, title and interest in, to and under certain real property leases and agreements described in Exhibit A to this Assignment (collectively, the "Assigned Agreements").
3. In connection with the Agreement, Assignee desires to assume all Newmont Assumed Liabilities in, under or related to the assigned portions of the Assigned Agreements.
4. Assignor and Assignee execute this Assignment with respect to the Assigned Agreements in order to fulfill, in part, the obligations under the Agreement. The Assigned Agreements relate to real property located in Eureka County, Nevada.

Assignment and Assumption

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and subject to the terms and conditions set forth in the Agreement (including, without limitation, Section 5.13(a) thereof), Assignor (i) sells, assigns and transfers to Assignee, its successors and assigns forever, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title and interest in, to and under the Assigned Agreements described in Part 1 of Exhibit A, and (ii) sells, assigns and transfers to Assignee, its successors and assigns forever, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title, and interest in, to and under the Assigned Agreements described in Part 2 of Exhibit A only as to the property described in Part 2 of Exhibit A ("Assigned Property"), to have and to hold forever.

As of the Effective Date, Assignee accepts the assignments, and (i) assumes and agrees to perform and satisfy all Newmont Assumed Liabilities in, under or related to the Assigned Agreements described in Part 1 of Exhibit A, and (ii) assumes and agrees to perform and satisfy all Newmont Assumed Liabilities in, under or related to the Assigned Agreements described in Part 2 of Exhibit A only as to the Assigned Property.

This Assignment shall not affect Assignor's rights, title, interests, obligations, liabilities or responsibilities as to any properties that are subject to the Assigned Agreements described in Part 2 of Exhibit A, other than the Assigned Property.

Notwithstanding the foregoing, to the extent that the sale, assignment and transfer of any Assigned Agreement pursuant to this Assignment requires prior consent or approval of any Person or Governmental Authority, and such consent or approval has not been obtained prior to or on the Effective Date, then such Assigned Agreement shall be a Non-Assignable Asset under, and shall be subject to, Section 5.12 of the Agreement and the sale, assignment and transfer of any such Assigned Agreement pursuant to this Assignment shall not be effective until such consent or approval shall have been obtained. Upon obtaining such consent or approval, the sale, assignment and transfer of any such Assigned Agreement pursuant to this Assignment shall become effective automatically without any further action on the part of the parties hereto; provided that such sale, assignment and transfer shall be subject to all royalties conveyed by Assignee to Assignor or an Affiliate of Assignor on minerals produced from the properties covered by the Assigned Agreements. To the greatest extent permitted by Law, all Newmont Assumed Liabilities in, under or related to any such Non-Assignable Asset shall be, and shall for all purposes be deemed to be, assumed by Assignee as of the Effective Date and Assignee shall thereafter be fully responsible and liable therefor.

This Assignment incorporates by reference the representations and warranties, and associated limitations and disclaimers, made in the Agreement with respect to the Assigned Agreements.

This Assignment 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.

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

Assignor and Assignee intend that the interests being conveyed pursuant to this Assignment include, but are not limited to, all rights, title and interests that Assignor holds in and to any real property leases or agreements that are 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 Assignment is intended to, and does, convey all of Assignor's right, title and interest in and to the Subject Properties, regardless of whether such interest is described in Exhibit A.

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

This Assignment may be executed in counterparts, each of which when so executed will be deemed to be an original and when taken together shall constitute the entire and same agreement.

[Signature Page Follows]

Exhibit A
to
ASSIGNMENT AND ASSUMPTION AGREEMENT
(Real Property Leases and Agreements)

Eureka County, Nevada

Part 1: Full Assignments:

Name	Parties	Date	Recording Information, if any
Mining Lease	Drury J. Thiercoff and Frances Mae Thiercoff, Trustees of the Amended and Restated Trust Agreement of Drury Joseph Thiercoff and Frances Mae Thiercoff and Newmont USA Limited and RG Royalties, LLC (successor to High Desert Mineral Resources, Inc.)	9/10/1990, as amended 7/1/92, 6/15/93, 2/8/00	(No recorded document found) Newmont File: 29-261-0004
Agreement	Bullion Monarch Company, Polar Resources Co., Universal Gas (Montana), Inc., Camsell River Investments, LTD., Lambert Management LTD., Eltel Holdings Ltd.	5/10/1979	Eureka County Document #68562, Book 71, Page 9-102 Newmont File: 29-261-0040
Judgment by Default	Seventh Judicial District Court of the State of Nevada, County of Eureka, <i>Bullion Monarch Company v. Polar Resources Co., et al.</i> , Case No. 3334 Records at Book 255, Page 007	9/22/1993	Eureka County Document #147288, Book 255, Page 7

Part 2: Partial Assignment:

Assignment of the following agreement only as to the properties described below:

Carried Interest and Operating Agreement between Newmont USA Limited (formerly Newmont Gold Company) and RG Royalties, LLC (successor to High Desert Mineral Resources, Inc. and SLH Co.), dated 5/3/1999, as amended 1/15/07, recorded in Eureka County Document #172226, Book 327, Page 217 and Document #0207703, Book 451, Page 112, Newmont File: 29-261-0000

Claim Name	APN	MS#	Patent #
Big Six No. 3	Portion of 004-030-23	4332	783757
Holt	Portion of 004-030-23	4422	881735

Claim Name	APN	MS#	Patent #
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

Unpatented Claim Name	NMC No.	Claim Type	Date of Location
BACK PAY	NMC27472	LODE	5/17/1969
BACK PAY NO. 1	NMC27473	LODE	5/17/1969
DIXIE LEA	NMC27470	LODE	5/17/1969
DIXIE LEA NO. 1	NMC27471	LODE	5/17/1969
BM 10	NMC565083	LODE	5/24/1989
BM 11	NMC565084	LODE	5/24/1989
BM 12	NMC565085	LODE	5/24/1989
BM 13	NMC565086	LODE	5/24/1989
BM 14	NMC565087	LODE	5/24/1989
BM 15	NMC565088	LODE	5/24/1989
BM 16	NMC565089	LODE	5/24/1989
BM 17	NMC565090	LODE	7/21/1989
BM 18	NMC565091	LODE	5/26/1989
BM 19	NMC565092	LODE	6/26/1989
BM 9	NMC565082	LODE	5/25/1989
BIG JIM	NMC11196	LODE	2/15/1963
BIG JIM NO. 1	NMC11197	LODE	2/9/1963
BIG JIM NO. 10	NMC11206	LODE	2/11/1963
BIG JIM NO. 11	NMC11207	LODE	2/11/1963
BIG JIM NO. 12	NMC11208	LODE	2/11/1963
BIG JIM NO. 13	NMC11209	LODE	2/11/1963
BIG JIM NO. 14	NMC11210	LODE	2/11/1963
BIG JIM NO. 15	NMC11211	LODE	2/11/1963
BIG JIM NO. 16	NMC11212	LODE	2/12/1963
BIG JIM NO. 17	NMC11213	LODE	2/9/1963
BIG JIM NO. 18	NMC11214	LODE	2/9/1963
BIG JIM NO. 19	NMC11215	LODE	2/9/1963
BIG JIM NO. 2	NMC11198	LODE	2/9/1963
BIG JIM NO. 20	NMC11216	LODE	2/9/1963
BIG JIM NO. 21	NMC11217	LODE	2/9/1963
BIG JIM NO. 22	NMC11218	LODE	2/9/1963
BIG JIM NO. 23	NMC11219	LODE	2/9/1963
BIG JIM NO. 3	NMC11199	LODE	2/9/1963

Unpatented Claim Name	NMC No.	Claim Type	Date of Location
BIG JIM NO. 4	NMC11200	LODE	2/9/1963
BIG JIM NO. 5	NMC11201	LODE	2/9/1963
BIG JIM NO. 6	NMC11202	LODE	2/9/1963
BIG JIM NO. 7	NMC11203	LODE	2/9/1963
BIG JIM NO. 8	NMC11204	LODE	2/11/1963
BIG JIM NO. 9	NMC11205	LODE	2/11/1963
BIG JIM 31 R	NMC933664	LODE	8/22/2006
BIG JIM NO. 24R	NMC913581	LODE	9/19/2005
BIG JIM NO. 25R	NMC913582	LODE	9/19/2005
BIG JIM NO. 26R	NMC913583	LODE	9/19/2005
BIG JIM NO. 27R	NMC913584	LODE	9/19/2005
BIG JIM NO. 28R	NMC913585	LODE	9/19/2005
BIG JIM NO. 29R	NMC913586	LODE	9/19/2005
BIG JIM #30	NMC72757	LODE	5/23/1979
BM #6	NMC372458	LODE	5/8/1986
BM #7	NMC372459	LODE	5/8/1986
BM 1R	NMC933682	LODE	8/24/2006
CRACKER JACK	NMC11174	LODE	2/8/1963
CRACKER JACK NO. 1	NMC11175	LODE	2/8/1963
CRACKER JACK NO. 2	NMC11176	LODE	2/8/1963
CRACKER JACK NO. 3	NMC11177	LODE	2/8/1963
CRACKER JACK NO. 4	NMC11178	LODE	2/8/1963
CRACKER JACK NO. 5R	NMC913580	LODE	9/19/2005
DON	NMC92824	LODE	9/2/1979
GDX 107	NMC520256	LODE	9/2/1988
GDX 106	NMC520255	LODE	9/2/1988
HD 11R	NMC933675	LODE	8/21/2006
HD 12R	NMC933676	LODE	8/21/2006
HD 13R	NMC933677	LODE	8/21/2006
HD 14R	NMC933678	LODE	8/21/2006
HD 15R	NMC933679	LODE	8/21/2006
HD 16R	NMC933680	LODE	8/21/2006
HD 17R	NMC933681	LODE	8/21/2006
HD 1R	NMC933666	LODE	8/21/2006
HD 26	NMC638625	LODE	11/21/1991
HD 2R	NMC933667	LODE	8/21/2006
HD 3R	NMC933668	LODE	8/21/2006

Unpatented Claim Name	NMC No.	Claim Type	Date of Location
HD 4R	NMC933669	LODE	8/21/2006
HD 5R	NMC933670	LODE	8/21/2006
HD 6R	NMC933671	LODE	8/21/2006
HD 7R	NMC933672	LODE	8/21/2006
HD 8R	NMC933673	LODE	8/21/2006
HD 20	NMC638622	LODE	12/2/1991
HD 21	NMC638623	LODE	12/3/1991
HD 22	NMC638624	LODE	12/2/1991
HD 19	NMC638621	LODE	12/2/1991
HD 9R	NMC933674	LODE	8/21/2006
HILL TOP	NMC11231	LODE	4/5/1907
HILL TOP NO. 1	NMC11232	LODE	4/5/1907
HILL TOP FRACTION NO. 1	NMC11235	LODE	7/22/1907
HILL TOP NO. 2	NMC11233	LODE	4/5/1907
HILL TOP FRACTION NO. 2	NMC11228	LODE	12/2/1965
HILL TOP FRACTION NO. 3	NMC11229	LODE	12/2/1965
HILL TOP FRACTION	NMC11234	LODE	7/16/1907
HILL TOP FRACTION 4R	NMC933665	LODE	8/21/2006
JOE	NMC92823	LODE	9/2/1979
PAL	NMC532013	LODE	9/14/1988
POLAR #10	NMC11163	LODE	4/20/1976
POLAR #11	NMC11164	LODE	4/20/1976
POLAR #12	NMC11165	LODE	4/20/1976
POLAR #15	NMC11168	LODE	4/24/1976
POLAR #18	NMC11171	LODE	4/24/1976
POLAR #2	NMC11155	LODE	4/20/1976
POLAR #3	NMC11156	LODE	4/20/1976
POLAR #7	NMC11160	LODE	4/20/1976
POLAR #8	NMC11161	LODE	4/20/1976
POLAR #9	NMC11162	LODE	4/20/1976
POLAR 14R	NMC942434	LODE	10/17/2006
RJV	NMC13741	LODE	12/21/1977
VENT 19	NMC720365	LODE	6/29/1995
VENT 6	NMC679411	LODE	4/29/1993
VENT 7	NMC679412	LODE	4/29/1993

Unpatented Claim Name	NMC No.	Claim Type	Date of Location
VENT 8	NMC679413	LODE	4/29/1993
VENT 3	NMC677569	LODE	1/21/1993
VENT 2	NMC677568	LODE	2/18/1993
VENT 1	NMC677567	LODE	2/18/1993
VENT21	NMC741389	LODE	4/11/1996
VENT 22	NMC778921	LODE	7/1/1997
VENT 15	NMC705714	LODE	8/17/1994
VENT 9	NMC679414	LODE	4/29/1993
VENT 16	NMC705715	LODE	8/17/1994
YELLOW ROSE NO. 11	NMC11185	LODE	2/12/1963
YELLOW ROSE NO. 12	NMC11186	LODE	2/12/1963
YELLOW ROSE NO. 13	NMC11187	LODE	2/15/1963
YELLOW ROSE NO. 14	NMC11188	LODE	2/15/1963
YELLOW ROSE NO. 15	NMC11189	LODE	2/12/1963
YELLOW ROSE NO. 16	NMC11190	LODE	2/12/1963
YELLOW ROSE NO. 19	NMC11193	LODE	2/12/1963
YELLOW ROSE NO. 20	NMC11194	LODE	2/12/1963
YELLOW ROSE NO. 21	NMCH1195	LODE	2/15/1963
YELLOW ROSE 10R	NMC933661	LODE	8/22/2006
YELLOW ROSE 17R	NMC933662	LODE	8/22/2006
YELLOW ROSE 18R	NMC933663	LODE	8/22/2006
YELLOW ROSE 9R	NMC933660	LODE	8/22/2006

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. N/A
 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 Assignment and Assumption of Agreements

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

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

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section N/A
 b. Explain Reason for Exemption: Assignment and Assumption of Agreements

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: _____