

EUREKA COUNTY, NV **2019-239192**
Rec:\$35.00
Total:\$35.00 **07/02/2019 09:09 AM**
BARRICK GOLDSTRIKE MINES Pgs=8

APN #: N/A (Assignment of Agreements)

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

Nevada Gold Mines LLC
1655 Mountain City Highway
Elko, Nevada 89801
Attention: Land Manager



LISA HOEHNE, CLERK RECORDER

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, Agreements, Rights of Way and Easements)

This Assignment and Assumption Agreement (Real Property Leases, Agreements, Rights of Way and Easements) (this "Assignment"), executed to be effective as of 12:01 Pacific Daylight Time on July 1, 2019 ("Effective Date"), is between Fronteer Development (USA) LLC, a Delaware limited liability company, whose address is 6363 S. Fiddler's Green Circle, Suite 800, Greenwood Village, Colorado 80111 ("Assignor"), and Nevada Gold Mines 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. Pursuant to the Agreement, Assignor's parent company, Newmont Goldcorp Corporation, agreed, among other things, to cause Assignor to assign to Assignee all of Assignor's right, title and interest in, to and under certain real property leases, agreements, rights of way, easements and related matters described in Exhibit A to this Assignment (collectively, the "Assigned Agreements").
3. Pursuant to the Agreement, the parties to the Agreement agreed, among other things, to cause Assignee to assume all Newmont Assumed Liabilities in, under or related to the Assigned Agreements.
4. Assignor and Assignee execute this Assignment with respect to the Assigned Agreements in order to fulfill, in part, their obligations under the Agreement. The Assigned Agreements relate to real property located in Elko County, Eureka County, Humboldt County, and Lander 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 sells, assigns and transfers to Assignee, its successors and assigns forever, all of Assignor's right, title and interest in, to and under the Assigned Agreements, free and clear of all Encumbrances other than Permitted Encumbrances, to have and to hold forever.

As of the Effective Date, Assignee accepts the assignment, and assumes and agrees to perform and satisfy all Newmont Assumed Liabilities in, under or related to the Assigned Agreements.

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. This Assignment is intended to and does convey any after acquired title or interest in and to the Assigned Agreements that Assignor may hereafter acquire, excluding any royalties conveyed by Assignee to Assignor or an Affiliate of Assignor on minerals produced from the properties covered by the Assigned Agreements or any other title or interest in and to any Assigned Agreement and subject properties acquired by Assignor or an Affiliate of Assignor in connection with or following Assignee's abandonment or other divestiture of an interest in that Assigned Agreement or subject properties pursuant to the JV Agreement.

This Assignment, being further documentation of the transactions contemplated by the Agreement, is subject in all respects to the terms and conditions of the Agreement. In the event of a conflict between any provision of this Assignment and any provision of the Agreement, the provisions of the Agreement shall control. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Agreement.

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]

Executed by Assignor and Assignee to be effective as of the Effective Date.

Assignor:

Fronteer Development (USA) LLC,
a Delaware limited liability company

By: Blake Rhodes
Print Name: Blake Rhodes
Its: vice president

Assignee:

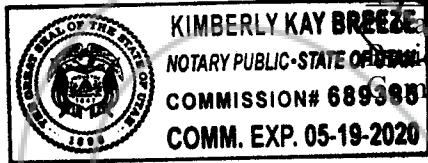
Nevada Gold Mines LLC,
a Delaware limited liability company

By: [Signature]
Print Name: Patrick Malone
Its: Officer

By: Blake Rhodes
Print Name: Blake Rhodes
Its: Officer

State of Utah)
County of Salt Lake) ss.

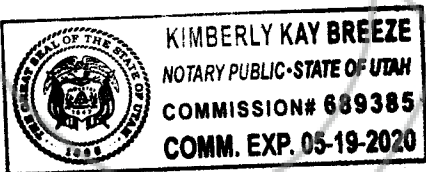
This instrument was acknowledged before me on June 28, 2019, by Blake Rhodes as Vice President of Fronteer Development (USA) LLC.



Kimberly K. Breeze
Notary Public in and for the State of Utah
Residing at: Salt Lake City
Commission Expires: 5/19/2020

State of Utah)
County of Salt Lake) ss.

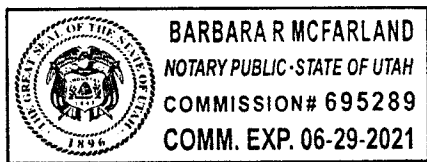
This instrument was acknowledged before me on June 28, 2019, by Patrick Malone as Officer of Nevada Gold Mines LLC.



Kimberly K. Breeze
Notary Public in and for the State of Utah
Residing at: Salt Lake City
Commission Expires: 5/19/2020

State of Utah)
) ss.
County of Salt Lake)

This instrument was acknowledged before me on June 25, 2019, by Blake Rhodes as Officer of Nevada Gold Mines LLC.



Barbara R. McFarland
Notary Public in and for the State of Utah
Residing at: SL County UT
Commission Expires: 6-29-21

Exhibit A
to
ASSIGNMENT AND ASSUMPTION AGREEMENT
(Real Property Leases, Agreements, Rights of Way and Easements)

Description	Parties	Document Date	Reference Information
<u>Lease Agreement</u> Located in Section 11, T. 37 N., R. 62 E., in Elko County for a building and lot in Wells.	Humboldt Environmental and Renewable Technologies, Inc. (HEART) and Fronteer Development (USA), Inc.	3/15/10, amended 3/20/14, 3/15/17	Newmont File: 29-534-0004
<u>Road Maintenance Agreement</u> County Road 790 (aka Big Springs) from I-80 to Johnson Ranch gate.	County of Elko and Fronteer Development (USA) Inc.	4/1/09, amended 4/1/14	Newmont File: 29-534-0020
<u>Surface Use Agreement</u> 26 Ranch lands, in Elko, Eureka, Humboldt and Lander Counties.	26 Ranch Inc. and Fronteer Development (USA) Inc. (formerly NewWest Gold Corporation, formerly Western States Minerals Corporation)	6/30/2005	Newmont File: 29-536-0001
<u>Mining Lease</u> Located in T. 45 N., R. 66 E.; T. 45 N., R. 67 E.; T. 46 N., R. 66 E.; and T. 46 N., R. 67 E., in Elko County.	John and Judy Wilkins, Anthony Arthur Wilkins, Joseph Russell and Mary Edith Wilkins, John Wilkins, as Trustee for the David Joseph Wilkins Irrevocable Family Trust and Fronteer Development (USA)	6/29/2006	Elko County, Document #561830 Newmont File: 29-560-0001

Description	Parties	Document Date	Reference Information
	Inc. (formerly NewWest Gold Corporation)		
<u>Deed with Reservation of Mineral Royalty Located in Elko County</u>	Mobil Exploration and Producing North America Inc. to Stampede Investments Inc. (currently Fronteer Development (USA) Inc.)	12/4/1996	Elko County, Document #404602 Newmont File: 29-563-0007

**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: [Signature] Capacity: Officer
 Signature: [Signature] Capacity: Officer

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Nevada Gold Mines 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: _____