



LISA HOEHNE, CLERK RECORDER E08

APN #: (Assignment of Royalties)

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

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

Mail Tax Statement to: N/A (Assignment of Royalties)

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).

ROYALTY DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

(Eureka County)
(Carlin Valley)

This Royalty Deed, Assignment and Assumption Agreement) (this "Deed and Assignment"), executed to be effective as of 12:01 a.m. Pacific Daylight Time on July 1, 2019 (the "Effective Date"), is between Homestake Mining Company of California, a California corporation, whose address is 905 West Main St., Elko, Nevada 89801 ("Grantor/Assignor"), and Nevada Gold Mines LLC, a Delaware limited liability company, whose address is 1655 Mountain City Highway, Elko, Nevada 89801 ("Grantee/Assignee").

Recitals

1. Assignor's parent company, Barrick Gold Corporation, and Newmont Goldcorp Corporation, formerly known as Newmont Mining 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, Barrick Gold Corporation, agreed, among other things, to cause Grantor/Assignor to convey and assign to Grantee/Assignee all of Grantor/Assignor's right, title and interest in, to and under certain royalties held by Grantor/Assignor (collectively, the "Royalties"), including but not limited to the Royalties described in Exhibit A to this Deed and Assignment.

3. Pursuant to the Agreement, the parties to the Agreement agreed, among other things, to cause Grantee/Assignee to assume all Barrick Assumed Liabilities in, under or related to the Royalties.

4. Grantor/Assignor and Grantee/Assignee execute this Deed and Assignment with respect to the Royalties in order to fulfill, in part, their obligations under the Agreement. The Royalties encumber real property located in Eureka County, Nevada.

Assignment and Assumption

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, subject to the terms and conditions set forth in the Agreement (including, without limitation, Section 5.13(a) thereof), Grantor/Assignor sells, assigns, transfers and conveys to Grantee/Assignee, its successors and assigns forever, all of Grantor/Assignor's right, title and interest in, to and under the Royalties, free and clear of all Encumbrances other than Permitted Encumbrances.

As of the Effective Date, Grantee/Assignee accepts the assignment and conveyance and agrees to perform and satisfy all Barrick Assumed Liabilities in, under or related to the Royalties.

Notwithstanding the foregoing, to the extent that the sale, assignment and transfer of any Royalty 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 Royalty 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 Royalty 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 Royalty pursuant to this Assignment shall become effective automatically without any further action on the part of the parties hereto. To the greatest extent permitted by Law, all Barrick Assumed Liabilities related to or associated with any such Royalty shall be, and shall for all purposes be deemed to be, assumed by Grantee/Assignee as of the Effective Date and Grantee/Assignee shall thereafter be fully responsible and liable therefor.

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

This Deed and 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.

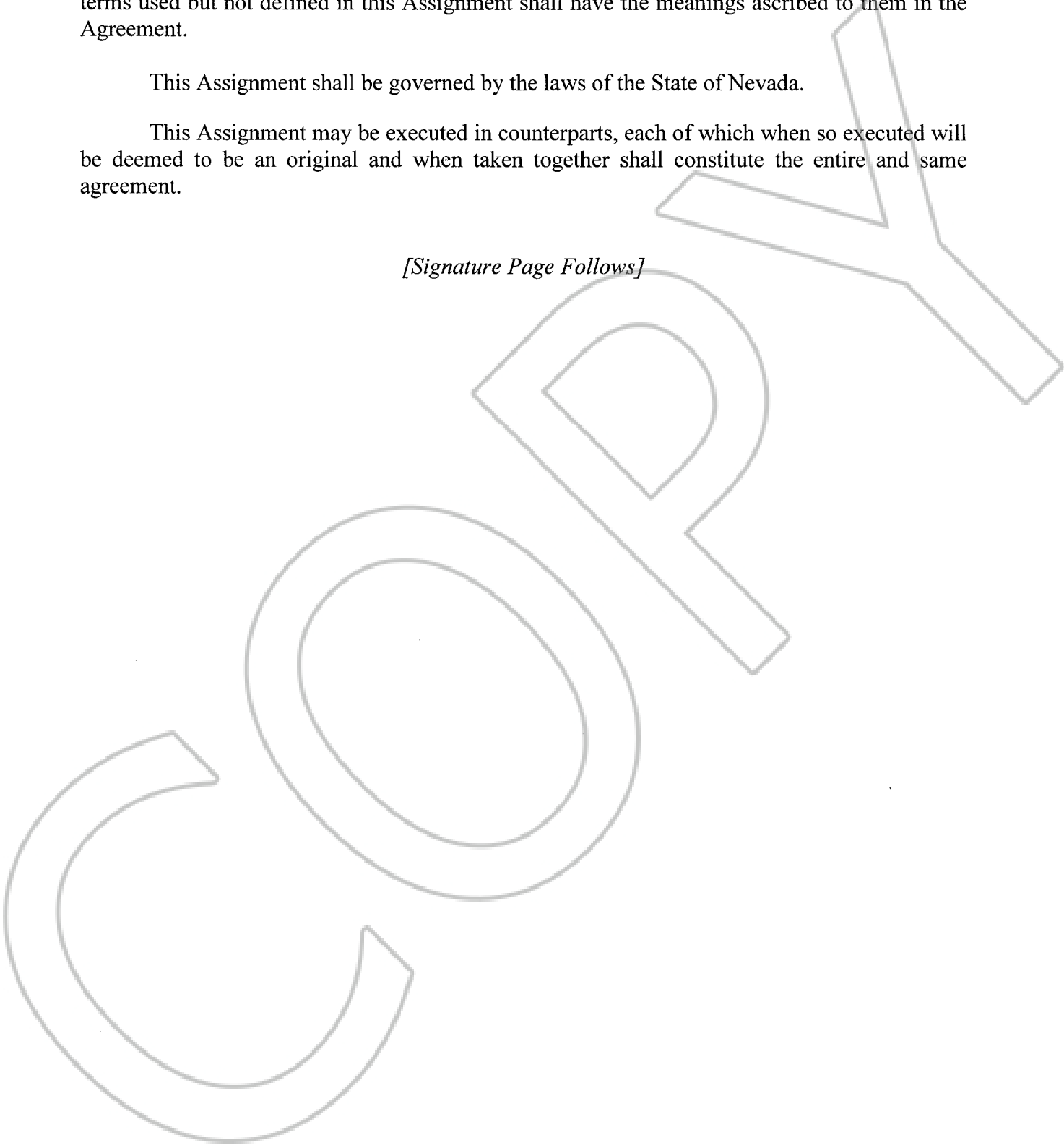
This Deed and Assignment, being further documentation of the transactions contemplated by the Agreement, is subject in all respects to the terms and conditions of the Agreement. In the event of a conflict between any provision of this Deed and Assignment and any provision of the Agreement, the provisions 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.

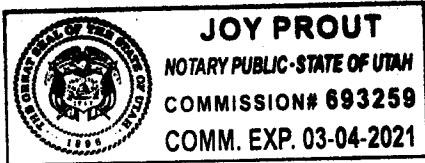
This Assignment may be executed in counterparts, each of which when so executed will be deemed to be an original and when taken together shall constitute the entire and same agreement.

[Signature Page Follows]



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

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

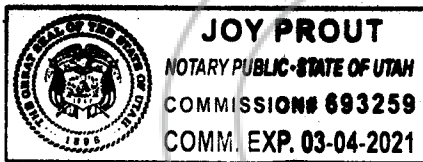


Joy Prout
Notary Public in and for the State of Utah

Residing at: _____
Commission Expires: _____

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

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



Joy Prout
Notary Public in and for the State of Utah
Residing at: _____
Commission Expires: _____

Exhibit A
to
ROYALTY DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT
(Eureka County)

Pursuant to that certain Quitclaim Deed dated August 29, 1994 between Newmont Gold Company and Homestake Mining Company of California (“Homestake”), recorded in the official records of Eureka County, Nevada as Entry No. 155153 at Book 275, Page 229, Homestake reserved a Net Smelter Returns royalty interest on the following unpatented mining claims located in Eureka County, Nevada:

Claim Name	BLM Serial Number	Claim Type	Map Reference
CV # 63	NMC 650235	Lode	NV, Eureka; 35N 51E, 20, 21, 28, 29
CV # 64	NMC 650236	Lode	NV, Eureka; 35N 51E, 21, 28
CV # 65	NMC 650237	Lode	NV, Eureka; 35N 51E, 21, 28
CV # 66	NMC 650238	Lode	NV, Eureka; 35N 51E, 21, 28
CV # 67	NMC 650239	Lode	NV, Eureka; 35N 51E, 21, 28
CV # 68	NMC 650240	Lode	NV, Eureka; 35N 51E, 21, 28
CV # 69	NMC 650241	Lode	NV, Eureka; 35N 51E, 21, 28
CV # 70	NMC 650242	Lode	NV, Eureka; 35N 51E, 21, 28
CV # 71	NMC 650243	Lode	NV, Eureka; 35N 53E, 21, 27, 28
CV # 72	NMC 650244	Lode	NV, Eureka; 35N 51E, 28, 29
CV # 73	NMC 650245	Lode	NV, Eureka; 35N 51E, 28
CV # 74	NMC 650246	Lode	NV, Eureka; 35N 51E, 28
CV # 75	NMC 650247	Lode	NV, Eureka; 35N 51E, 28
CV # 76	NMC 650248	Lode	NV, Eureka; 35N 51E, 28
CV # 77	NMC 650249	Lode	NV, Eureka; 35N 51E, 28
CV # 78	NMC 650250	Lode	NV, Eureka; 35N 51E, 28
CV # 79	NMC 650251	Lode	NV, Eureka; 35N 51E, 28
CV # 80	NMC 650252	Lode	NV, Eureka; 35N 51E, 27, 28
CV # 81	NMC 650253	Lode	NV, Eureka; 35N 51E, 28, 29
CV # 82	NMC 650254	Lode	NV, Eureka; 35N 51E, 28
CV # 83	NMC 650255	Lode	NV, Eureka; 35N 51E, 28
CV # 84	NMC 650256	Lode	NV, Eureka; 35N 51E, 28
CV # 85	NMC 650257	Lode	NV, Eureka; 35N 51E, 28
CV # 86	NMC 650258	Lode	NV, Eureka; 35N 51E, 28
CV # 87	NMC 650259	Lode	NV, Eureka; 35N 51E, 28

Claim Name	BLM Serial Number	Claim Type	Map Reference
CV # 88	NMC 650260	Lode	NV, Eureka; 35N 51E, 28
CV # 89	NMC 650261	Lode	NV, Eureka; 35N 51E, 27, 28
CV # 90	NMC 650262	Lode	NV, Eureka; 35N 51E, 28, 29, 33
CV # 91	NMC 650263	Lode	NV, Eureka; 35N 51E, 28, 33
CV # 92	NMC 650264	Lode	NV, Eureka; 35N 51E, 28, 33
CV # 93	NMC 650265	Lode	NV, Eureka; 35N 51E, 28, 33
CV # 94	NMC 650266	Lode	NV, Eureka; 35N 51E, 28, 33
CV # 95	NMC 650267	Lode	NV, Eureka; 35N 51E, 28, 33
CV # 96	NMC 650268	Lode	NV, Eureka; 35N 51E, 28, 33
CV # 97	NMC 650269	Lode	NV, Eureka; 35N 51E, 28, 33
CV # 98	NMC 650270	Lode	NV, Eureka; 35N 51E, 27, 28, 33, 34
CV # 99	NMC 650271	Lode	NV, Eureka; 34N 51E, 4, 5; 35N 51E, 33
CV # 100	NMC 650272	Lode	NV, Eureka; 34N 51E, 4; 35N 51E, 33
CV # 101	NMC 650273	Lode	NV, Eureka; 34N 51E, 4; 35N 51E, 33
CV # 102	NMC 650274	Lode	NV, Eureka; 34N 51E, 4; 35N 51E, 33
CV # 103	NMC 650275	Lode	NV, Eureka; 34N 51E, 4; 35N 51E, 33
CV # 104	NMC 650276	Lode	NV, Eureka; 34N 51E, 4
CV # 105	NMC 650277	Lode	NV, Eureka; 34N 51E, 4, 5
CV # 106	NMC 650278	Lode	NV, Eureka; 34N 51E, 4, 5
CV # 107	NMC 650279	Lode	NV, Eureka; 34N 51E, 4
CV # 108	NMC 650280	Lode	NV, Eureka; 34N 51E, 4
CV # 109	NMC 650281	Lode	NV, Eureka; 34N 51E, 4
CV # 110	NMC 650282	Lode	NV, Eureka; 34N 51E, 4
CV # 111	NMC 650283	Lode	NV, Eureka; 34N 51E, 4
CV # 113	NMC 650285	Lode	NV, Eureka; 34N 51E, 4
CV # 114	NMC 650286	Lode	NV, Eureka; 34N 51E, 4
TERRY	NMC 652522	Lode	NV, Eureka; 34N 51E, 4
KEN 1	NMC 652527	Lode	NV, Eureka; 35N 51E, 28, 29
KEN 2	NMC 652528	Lode	NV, Eureka; 35N 51E, 28
KEN 3	NMC 652529	Lode	NV, Eureka; 35N 51E, 28
KEN 4	NMC 652530	Lode	NV, Eureka; 35N 51E, 27, 28

**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 Assignment of Royalty Agreements and Deed

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
 b. Explain Reason for Exemption: Assignment of Royalty Agreements and Deed
Royalties

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: Buyer's Authorized Signatory
 Signature Blake Moody Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)
 Print Name: Homestake Mining Company of California
 Address: 905 West Main
 City: Elko
 State: NV Zip: 89801

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

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