

EUREKA COUNTY, NV

2019-239220

Rec:\$35.00

Total:\$35.00

07/02/2019 11:18 AM

BARRICK GOLDSTRIKE MINES

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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)

(Galveston)

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]

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

Grantor/Assignor:

Homestake Mining Company of California,
a California corporation

By: [Signature]
Print Name: Peter Webster
Its: Director

Grantee/Assignee:

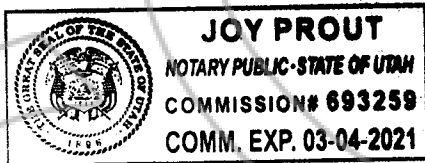
Nevada Gold Mines LLC,
a Delaware limited liability company

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

By: [Signature]
Print Name: Blake Rhodes
Its: Officer

State of Utah)
County of Salt Lake) ss.

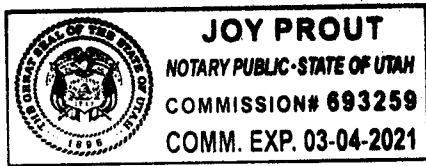
This instrument was acknowledged before me on June 28, 2019, by Peter Webster as Director of Homestake Mining Company of California.



[Signature]
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 Patrick Malone
as Officer of Nevada Gold Mines LLC.

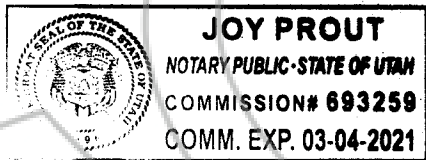


Joy Prout
Notary Public in and for the State of Utah

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 Grant, Bargain and Sale Deed dated December 16, 2009 between Homestake Mining Company of California ("Homestake") and Newmont USA Limited, recorded in the official records of Eureka County, Nevada as Entry No. 214371, at Book 496, Page 250, Homestake reserved a perpetual Net Smelter Returns royalty interest on all minerals produced from the unpatented mining claims described below and located in Eureka County, Nevada. Grantor/Assignor is successor in interest to Homestake.

Claim Name	BLM Serial Number	Claim Type	Map Reference
GUTSY 83	NMC 394249	Lode	NV, Eureka; 33N 51E, 24
GUTSY 84	NMC 394250	Lode	NV, Eureka; 33N 51E, 24
GUTSY 85	NMC 394251	Lode	NV, Eureka; 33N 51E, 24
GUTSY 86	NMC 394252	Lode	NV, Eureka; 33N 51E, 24
GUTSY 87	NMC 394253	Lode	NV, Eureka; 33N 51E, 24
GUTSY 88	NMC 394254	Lode	NV, Eureka; 33N 51E, 24
GUTSY 89	NMC 394255	Lode	NV, Eureka; 33N 51E, 24
GUTSY 90	NMC 394256	Lode	NV, Eureka; 33N 51E, 24
GUTSY 101	NMC 394267	Lode	NV, Eureka; 33N 51E, 24
GUTSY 102	NMC 394268	Lode	NV, Eureka; 33N 51E, 24
GUTSY 103	NMC 394269	Lode	NV, Eureka; 33N 51E, 24
GUTSY 104	NMC 394270	Lode	NV, Eureka; 33N 51E, 24
GUTSY 105	NMC 394271	Lode	NV, Eureka; 33N 51E, 24
GUTSY 106	NMC 394272	Lode	NV, Eureka; 33N 51E, 24
GUTSY 107	NMC 394273	Lode	NV, Eureka; 33N 51E, 24
GUTSY 108	NMC 394274	Lode	NV, Eureka; 33N 51E, 24
GUTSY 479	NMC 394645	Lode	NV, Eureka; 33N 52E, 18
GUTSY 480	NMC 394646	Lode	NV, Eureka; 33N 52E, 18
GUTSY 481	NMC 394647	Lode	NV, Eureka; 33N 52E, 18
GUTSY 482	NMC 394648	Lode	NV, Eureka; 33N 52E, 18
GUTSY 483	NMC 394649	Lode	NV, Eureka; 33N 52E, 18
GUTSY 484	NMC 394650	Lode	NV, Eureka; 33N 52E, 18
GUTSY 485	NMC 394651	Lode	NV, Eureka; 33N 52E, 18
GUTSY 486	NMC 394652	Lode	NV, Eureka; 33N 52E, 18

Claim Name	BLM Serial Number	Claim Type	Map Reference
GUTSY 487	NMC 394653	Lode	NV, Eureka; 33N 52E, 18
GUTSY 488	NMC 394654	Lode	NV, Eureka; 33N 52E, 18
GUTSY 489	NMC 394655	Lode	NV, Eureka; 33N 52E, 18
GUTSY 490	NMC 394656	Lode	NV, Eureka; 33N 52E, 18
GUTSY 491	NMC 394657	Lode	NV, Eureka; 33N 52E, 18
GUTSY 492	NMC 394658	Lode	NV, Eureka; 33N 52E, 18
GUTSY 493	NMC 394659	Lode	NV, Eureka; 33N 52E, 18
GUTSY 494	NMC 394660	Lode	NV, Eureka; 33N 52E, 18
GUTSY 495	NMC 394661	Lode	NV, Eureka; 33N 52E, 18
GUTSY 496	NMC 394662	Lode	NV, Eureka; 33N 52E, 18
GUTSY 497	NMC 394663	Lode	NV, Eureka; 33N 52E, 18
GUTSY 498	NMC 394664	Lode	NV, Eureka; 33N 52E, 18
GUTSY 499	NMC 394665	Lode	NV, Eureka; 33N 52E, 18
GUTSY 500	NMC 394666	Lode	NV, Eureka; 33N 52E, 18
GUTSY 501	NMC 394667	Lode	NV, Eureka; 33N 52E, 18
GUTSY 502	NMC 394668	Lode	NV, Eureka; 33N 52E, 18
GUTSY 503	NMC 394669	Lode	NV, Eureka; 33N 52E, 18
GUTSY 504	NMC 394670	Lode	NV, Eureka; 33N 52E, 18
GUTSY 505	NMC 394671	Lode	NV, Eureka; 33N 52E, 18
GUTSY 506	NMC 394672	Lode	NV, Eureka; 33N 52E, 18
GUTSY 507	NMC 394673	Lode	NV, Eureka; 33N 52E, 18
GUTSY 508	NMC 394674	Lode	NV, Eureka; 33N 52E, 18
GUTSY 509	NMC 394675	Lode	NV, Eureka; 33N 52E, 18
GUTSY 510	NMC 394676	Lode	NV, Eureka; 33N 52E, 18
GUTSY 511	NMC 394677	Lode	NV, Eureka; 33N 52E, 18
GUTSY 512	NMC 394678	Lode	NV, Eureka; 33N 52E, 18
GUTSY 513	NMC 394679	Lode	NV, Eureka; 33N 52E, 18
GUTSY 514	NMC 394680	Lode	NV, Eureka; 33N 52E, 18

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

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 [Signature] 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: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED