

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



LISA HOEHNE, CLERK RECORDER

E08

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)

(Bullfrog)

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 Barrick Bullfrog Inc., a Delaware 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:

Barrick Bullfrog Inc.,
a Delaware corporation

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

By: [Signature]
Print Name: Paul Ladd
Its: Director

Grantee/Assignee:

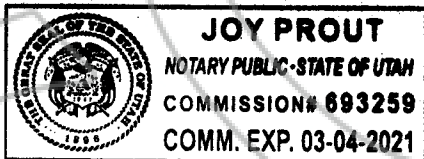
Nevada Gold Mines LLC,
a Delaware limited liability company

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

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

State of Utah)
County of Salt Lake) ss.

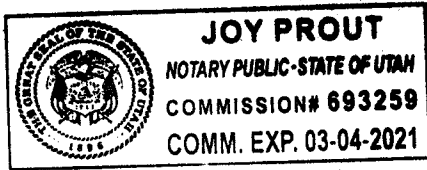
This instrument was acknowledged before me on June 28, 2019, by Peter Webster as Director of Barrick Bullfrog Inc.



[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 Paul Judd as Director of Barrick Bullfrog Inc.

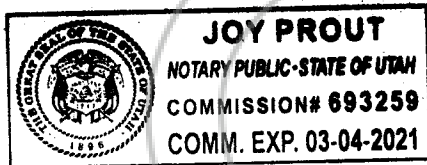


Joy Prout
Notary Public in and for the State of Utah

Residing at: _____
Commission Expires: _____

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

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

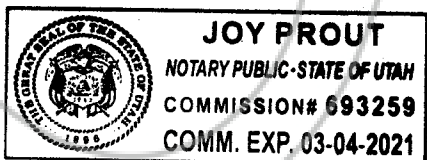


Joy Prout
Notary Public in and for the State of Utah

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)

I. Pursuant to that certain Net Proceeds Royalty Deed dated December 21, 2001 between Barrick Goldstrike Mines Inc. ("Barrick") and Barrick Bullfrog Inc. ("Bullfrog"), Barrick granted Bullfrog a Net Proceeds royalty interest in the following patented mining claims and fee property located in Eureka County, Nevada:

Mining Claims:

Claim Name	Survey #
Goldbug #2F	MS-5065
Goldbug #3F	MS-5065
Goldbug #5	MS-5065
Goldbug #6	MS-5065
Goldbug #7	MS-5065
Goldbug #8	MS-5065
Goldbug #12	MS-5065
Goldbug #13	MS-5065
Goldbug #14	MS-5065
Goldbug #15	MS-5065
Goldbug #21 (Eureka and Elko)	MS-5065
Goldbug #22 (Eureka and Elko)	MS-5065
Goldbug #23 (Eureka and Elko)	MS-5065
Goldbug #24 (Eureka and Elko)	MS-5065

Fee Property:

Township 36 North, Range 49 East, MDM
Section 13: SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24: NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 36 North, Range 50 East, MDM
Section 19: Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$)

II. Pursuant to that certain Royalty Assignment, Confirmation, Amendment, and Restatement of Royalty Agreement dated November 30, 1995 between Barrick Goldstrike Mines Inc. ("Barrick"), Barrick Bullfrog Inc. ("Bullfrog") and Royal Hal Co., Barrick granted Bullfrog a Net Smelter Returns royalty interest in the SJ patented mining claims located in Eureka County, Nevada described as follows:

S.J. # 1, S.J. # 2, S.J. # 3, S.J. # 4, S.J. # 5, S.J. # 6, S.J. # 7, S.J. # 8, S.J. # 9, S.J. # 10, S.J. # 11, S.J. # 12, S.J. # 13, and S.J. # 14 lode mining claims designated and described as:

Mineral Survey No. 5061, within Section 24, Township 36 North, Range 49 East, and within Section 19, Township 36 North, Range 50 East, Mount Diablo Meridian, in the Lynn Mining District, Eureka County, Nevada, the said claims being more particularly described in the official field notes and depicted on the official plat; but excluding and excepting the POST No. 1, POST No. 5, lode mining claims of MS 5059; and the Bazza # 1, Bazza # 2, Bazza # 3, Bazza # 4, Bazza # 5, Bazza # 6, Bazza # 7, lode mining claims of M.S. 5060; and further excluding and excepting that portion of Section 19 within State Selectin 2, State Selection 9 and Patent No. 1227092; and that portion of Section 24 within State Section 2, aggregating 228.289 acres.

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

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: Buyer's Authorized Signatory

Signature Blake Modes

Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Barrick Bullfrog Inc.

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