

EUREKA COUNTY, NV **2019-239224**
Rec:\$35.00
Total:\$35.00 **07/02/2019 11:21 AM**
BARRICK GOLDSTRIKE MINES Pgs=11



LISA HOEHNE, CLERK RECORDER

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

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)
(Eureka County)
(Cortez)

This Assignment and Assumption Agreement (Real Property Leases, Agreements, Rights of Way and Easements) (Eureka County) (this "Assignment"), executed to be effective as of 12:01 Pacific Daylight Time on July 1, 2019 ("Effective Date"), is from Barrick Gold Finance Inc., a Delaware corporation, whose address is 905 West Main St., Elko, Nevada 89801 ("Assignor"), to 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, 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 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 Barrick 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 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 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 Barrick 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 Barrick 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.

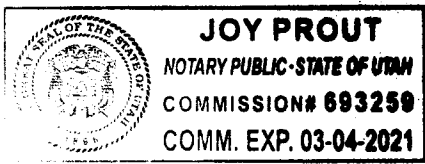
This Assignment shall be governed by the laws of the State of Nevada.

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]

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

Eureka County, Nevada

Name	Parties	Date	Recording Information, if any
Mining Lease, as amended and extended	Freeport Exploration Company and Homestake Mining Company	8/27/1981	Extension recorded as Entry No. 219828, Book 492, Page 5, Lander County Recorder
Mining Lease	Lucia Jones and Bruce J. Fraser and Cortez Gold Mines (acting through its managing co-venturer Placer Amex Inc.)	7/28/1982	
Mining Lease, as amended	ECM, Inc. and Placer Dome U.S., Inc.	4/15/1991	
Royalty Division Agreement	Royal Crescent Valley, Inc., Placer Dome U.S. Inc, and ECM Inc.	4/15/1991	Entry No. 147250, Book 371, Page 475, Lander County Recorder
Mining Lease, as extended	Dowell P. Ward Jr. & Fay M Ward Pacific Mining, Inc.	7/30/1991	
Boundary Agreement	ECM, Inc. and Placer Dome U.S., Inc.	4/15/1993	Entry No. 184227, Book 394, Page 393, Lander County Recorder
Exchange Agreement, as amended	W.L. Wilson, Joan B. Wilson, William G. Waldeck and Ellen Jo Waldeck, JoAnn K. Wilson (individually and as trustee of the JoAnn K. Wilson 1988 Trust), H.B. Sprenger and Betty Sprenger, Denver G. Cherry (trustee of the Cortez Interest Trust) and Cortez Joint Venture (composed of Placer Dome U.S. Inc., Kennecott Explorations (Australia) Ltd.) and Cortez Gold Mines (composed of Placer Dome U.S. Inc., Kennecott Explorations (Australia) Ltd.)	6/30/1993	

Name	Parties	Date	Recording Information, if any
Correction Special Warranty Deed Conveying Interest in Overriding Royalty	W.L. Wilson, Joan B. Wilson, William G. Waldeck and Ellen Jo Waldeck, JoAnn K. Wilson (as trustee of the JoAnn K. Wilson 1988 Trust), H.B. Sprenger and Betty Sprenger, Denver G. Cherry (trustee of the Cortez Interest Trust) and Cortez Joint Venture (composed of Placer Dome U.S. Inc., Kennecott Explorations (Australia) Ltd.)	8/9/1993	Entry No. 186402, Book 400, Page 599, Lander County Recorder
Correction Special Warranty Deed and Bill of Sale	W.L. Wilson, Joan B. Wilson, William G. Waldeck and Ellen Jo Waldeck, JoAnn K. Wilson (individually and as trustee of the JoAnn K. Wilson 1988 Trust), H.B. Sprenger and Betty Sprenger, Denver G. Cherry (trustee of the Cortez Interest Trust) and Cortez Joint Venture (composed of Placer Dome U.S. Inc., Kennecott Explorations (Australia) Ltd.) and Cortez Gold Mines (composed of Placer Dome U.S. Inc., Kennecott Explorations (Australia) Ltd.)	8/9/1993	Entry No. 147090, Book 254, Page 001, Eureka County Recorder AND Book 400, Page 458, Lander County Recorder
Clarification Agreement	Cortez Joint Venture and Cortez Gold Mines (composed of Placer Dome U.S. Inc and Kennecott Explorations (Australia) Ltd., W.L. Wilson, Joan B. Wilson, William G. Waldeck, JoAnn W. Curtis, H.B. Sprenger II (executor of the Last Will and Testament of H.B. Sprenger), Deborah Kay Baratta, Susan Lee Matteoni, Timothy King Wilson, Suzanne Kelly Wilson, William Brett Wilson, Hollis Carolyn Wilson, and Idaho Resources Corporation	8/11/1995	Entry No. 159576, Book 421, Page 205, Eureka County Recorder AND Entry No. 195189, Book 287, Page 552, Lander County Recorder;
Mining Lease with Option to Purchase	Wallace L. Kurtz, Keryl L. Fleming and Richard G. Fleming, Cindy Mortensen and Joseph Mortensen, Christian P. Kurtz and Frieda Kurtz, and Placer Dome U.S. Inc.	5/1/1996	
Exploration Agreement	Royal Gold, Inc. and Independence Mining Company Inc.	10/2/1997	
Deed and Assignment	Ronald and Arlene Damele, Charles and Patricia Damele, Stephen and Pauline Damele, and Yvonne Hager and Royal Gold, Inc.	7/1/1998	Entry No. 170503, Book 320, Page 467, Eureka County Recorder

Name	Parties	Date	Recording Information, if any
Royalty Agreement, as amended	The Cortez Joint Venture (comprised of Placer Cortez Inc. and Kennecott Explorations (Australia) Ltd.), Placer Dome U.S. Inc, Royal Gold, Inc., and Royal Crescent Valley Inc.	4/1/1999	Amendments recorded at: Book 464, Page 549, Lander County Recorder; Entry No. 218310, Book 485, Page 398, Lander County Recorder; Entry No. 221872, Book 499, Page 32, Lander County Recorder; and Entry No. 252721, Book 590, Page 535, Lander County Recorder
Amended and Restated Mining Venture Agreement, as amended	Placer Cortez Inc. and Kennecott Explorations (Australia) Ltd. (as participants in the Cortez Joint Venture) and Placer Dome U.S. Inc. as Manager of the Cortez Joint Venture.	4/13/2000	Entry No. 175297, Book 482, Page 308, Lander County Recorder
Letter Agreement	Richard T. Marvel Family Trust, Thomas J. Marvel Family Trust, and the John W. Marvel Family Trust, Placer Dome U.S. Inc., High Desert Mineral Resources Inc., Pathfinder Mines Corporation	12/8/2001	
Mining Lease	Richard T. Marvel Family Trust, Thomas J. Marvel Family Trust, and the John W. Marvel Family Trust, Placer Dome U.S. Inc., High Desert Mineral Resources Inc., Pathfinder Mines Corporation	12/8/2001	Short Form of Mining Lease recorded as: Entry No. 222395, Book 501, Page 245, Lander County Recorder
Purchase and Sale Agreement	Richard T. Marvel Family Trust, Thomas J. Marvel Family Trust, and the John W. Marvel Family Trust, Placer Dome U.S. Inc., High Desert Mineral Resources Inc., Pathfinder Mines Corporation	12/8/2001	
Mining Lease	Genesis Gold Co. and Placer Dome U.S. Inc.	6/28/2002	
Purchase and Sale Agreement (and associated Production Royalty)	John Prochnau and Barbary Prochnau (collectively "Seller") and Placer Dome U.S. Inc.	8/16/2002	Production Royalty recorded as Entry No. 223676, Book 505, Page 324, Lander County Recorder

Name	Parties	Date	Recording Information, if any
Settlement and Release Agreement	AngloGold Meridian Jerritt Canyon Joint Venture and the Cortez Joint Venture	10/18/2002	
Purchase Agreement, as amended	Newmont USA Limited, Victoria Resources (US) Inc., Victoria Resource Corporation, and Bema Gold Corporation	5/13/2003	
Short Form of Mining Lease	Quicksilver Phenomenon, LLC and Placer Dome U.S. Inc.	5/10/2004	Entry No. 187986, Book 382, Page 369, Eureka County Recorder
Cortez Mine Purchase Agreement	Barrick Gold Finance, Inc. and Kennecott Explorations (Australia) Ltd.	2/21/2008	
Assignment and Assumption Agreement	Teck American Incorporated and Barrick Gold U.S. Inc.	1/14/2011	
Exchange Agreement	Teck American Incorporated and Barrick Gold U.S. Inc.	1/14/2011	
Net Profits Royalty Agreement - signed	Teck American Incorporated and Barrick Gold U.S. Inc.	1/14/2011	
Agreement to Waive Right to Receive Reconveyance	Royal Gold, Inc. Royal Crescent Valley Inc., and the Cortez Joint Venture	1/14/2011	
Extension of Mining Lease	AngloGold (U.S.A.) Exploration Inc. and Cortez Joint Venture	8/26/2011	Entry No. 0262235, Book 627, Page 602, Lander County Recorder
Asset Purchase and Sale Agreement	Victoria Resources (US) Inc., Gateway Gold (USA) Corp., Victoria Gold Corp., and Homestake Mining Company of California.	5/24/2012	
Option to Purchase Water Rights and Water Well	Wallace E. Wright and Michael R. Wright, Barrick Cortez Inc.	6/25/2012	
Assignment and Assumption of Mining Leases and Option Agreement with Reservation of Net	Coral Resources, Inc. and Barrick Cortez Inc.	6/7/2017	Entry No. 0280680, Book 692, Page 444, Lander County Recorder

Name	Parties	Date	Recording Information, if any
Smelter Returns Royalty			
Purchase and Sale Agreement	Coral Resources, Inc. and Barrick Cortez Inc.	6/1/2016	

CORP

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. See Attached 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: \$ NA/
 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: Buyer's Authorized Signatory
 Signature [Signature] Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Barrick Gold Finance 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: _____