

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)  
(Goldstrike)

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 Goldstrike Mines Inc., a Colorado 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



LISA HOEHNE, CLERK RECORDER

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]

Assignor:

By:   
Print Name: Peter Webster  
Its: Director

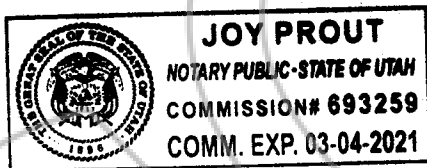
Assignee:

By: \_\_\_\_\_  
Print Name: Patrick Malone  
Its: Officer

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

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

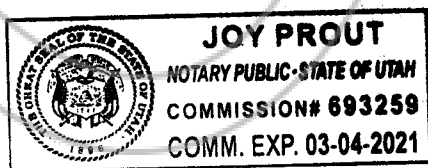
This instrument was acknowledged before me on June 28, 2019, by Peter Webster as Director of Barrick Goldstrike Mines Inc.



Notary Public in and for the State of Utah  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

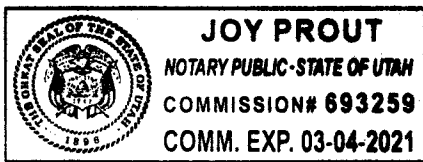
This instrument was acknowledged before me on June 28, 2019, by Patrick Malone as Officer of Nevada Gold Mines LLC.



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

**Eureka County, Nevada**

<b>Name</b>	<b>Parties</b>	<b>Date</b>	<b>Recording Information, if any</b>
Agreement	Swiss Oils of Canada (1959) Ltd., Pancana Industries, Ltd., Pancana Industries, Inc., East Utah Mining Co.	5/14/1976	
Letter of Amendment and Clarification	East Utah Mining Company, PanCana Industries, Inc.	5/19/1976	Entry No. 62230, Book 56, Page 504, Eureka County Recorder
Mining Agreement	Pancana Industries Inc., Temple Mountain Industries Inc. and East Utah Mining Company	11/16/1976	
Assignment and Agreement	Long Lac Mineral Exploration Limited, Western States Minerals Corporation	2/24/1979	
Long Lac Mineral Exploration Limited Certificate	Belmoral Mines, Ltd., Minex Services Limited, Great Bear Mining Limited	5/24/1979	
Agreement	PanCana Industries Ltd., Pancana Industries Inc., Swiss Oils of Canada (1959) Ltd., East Utah Mining Company	7/31/1979	
Mine Access Easement	Newmont USA Limited (Colorado), Elko Land and Livestock Co., Barrick Goldstrike Mines Inc.	9/1/1980	
Settlement Agreement	Arthur E. White, Western States Minerals, PanCana Industries Inc., PanCana Western JV	2/22/1983	
Settlement Agreement	Carlin Gold Mining Company, Elko Land & Livestock, Newmont Exploration Limited, Snake River Cattle Trucking Co., Western States Minerals Corporation, Pancaca Minerals Inc, Western States Minerals JVI, Pan Cana Resources Ltd., Western Group, Intramerican Oil & Minerals Inc.	7/30/1985	
Grant of Easement	Elko Land & Livestock, Newmont Exploration, Snake River Cattle	6/1/1986	

Name	Parties	Date	Recording Information, if any
	Trucking Western States Mining Joint Venture I.		
Right of Way Easement	SFP Minerals, Western States Mining Joint Venture I.	6/27/1986	
Roadway Easement	Newmont Mining Corporation, Barrick Goldstrike Mines Inc.	4/29/1988	
Right of Way N-47775	Bureau of Land Management, Nevada State Office, Sierra Pacific Power Company d/b/a NV Energy, Barrick Goldstrike Mines Inc.	5/16/1988	Entry No. 177775, Book 346, Page 138, Eureka County Recorder
Access Road Right-of-Way No. N-48045	Bureau of Land Management, Elko District Office, Barrick Goldstrike Mines Inc.	9/7/1988	
Memorandum of Site Occupancy Agreement	Barrick Goldstrike Mines Inc., Big Three Industrial Gas Inc.	5/26/1989	
Grant of Easement for Electric Distribution and Transmission (EU14071)	Barrick Goldstrike Mines Inc., Newmont USA Limited, dba Newmont Mining Corporation, Sierra Pacific Power Company d/b/a NV Energy	8/9/1989	Entry No. 286427, Book 709, Page 600, Elko County Recorder
Agreement	Swiss Oils of Canada (1959) Ltd., American Barrick Resources Corporation, Barrick Goldstrike Mines Inc.	8/25/1989	
Commingling Agreement	Franco-Nevada U.S. Corporation, Barrick Goldstrike Mines Inc.	8/31/1989	
Commingling Agreement	Barrick Goldstrike Mines Inc, LAC Minerals (USA) LLC	12/18/1989	
Purchase Agreement	Santa Fe Pacific Mining, Inc., Barrick Goldstrike Mines Inc.	12/28/1989	
Amendment to Agreements	Franco-Nevada Mining Corporation - Euro-Nevada Mining Corporation Inc. Barrick Goldstrike Mines Inc.	1/1/1990	
Settlement Agreement	Ranspot, H.W., Cunningham, Robert, Fitzgerald, M.J., Hair, William, Barrick Goldstrike Mines Inc., Allen, Jack M.	2/7/1991	
Right-of-Way N-52388	Bureau of Land Management, Nevada State Office, Newmont Mining Corporation, Barrick Goldstrike Mines Inc.	9/3/1991	
Chevas Peak Communication Site Right-of-Way NVN-054682	Bureau of Land Management, Elko District Office, Newmont Mining Corporation	10/15/1991	
Baxter Monitoring Wells Agreement	Barrick Goldstrike Mines Inc., Bureau of Land Management,	5/30/1992	

Name	Parties	Date	Recording Information, if any
	Nevada State Office, Newmont Capital Limited		
Agreement	Dean A. & Sharon Rhoads, Barrick Goldstrike Mines Inc.	2/25/1995	
Royalty Purchase and Sale Agreement	Barrick Bullfrog Inc., Royal Hal Co., Barrick Goldstrike Mines Inc.	11/30/1995	
Letter Agreement	Homestake Mining Company of California, Barrick Goldstrike Mines Inc.	7/1/1996	
Settlement Agreement	Elko Land and Livestock Co., Newmont Mining Corporation, Barrick Goldstrike Mines Inc.	10/16/1996	
Permit Agreement	Barrick Goldstrike Mines Inc., 26 Ranch Inc.	11/21/1996	
Pipeline Crossing Agreement	Barrick Goldstrike Mines Inc., Union Pacific Railroad Company	1/2/1997	
Easement Agreement	Dean A. & Sharon Rhoads, Barrick Goldstrike Mines Inc.	1/31/1997	
Right of Way, Amended BLM-ROW N-56093	Bureau of Land Management, Nevada State Office, Sierra Pacific Power Company d/b/a NV Energy, Barrick Goldstrike Mines Inc.	3/7/1997	
Private Road Crossing Agreement	Barrick Goldstrike Mines Inc., Union Pacific Railroad Company	8/14/1997	
Barrick Hill Communication Site Right-of-Way NVN-062057	Bureau of Land Management, Elko District Office, Barrick Goldstrike Mines Inc.	4/21/1998	
Grant of Easement for Electric Transmission	Barrick Goldstrike Mines Inc., Sierra Pacific Power Company d/b/a NV Energy	2/24/1999	Entry No. 172106, Book 326, Page 319, Eureka County Recorder
Asset Exchange Agreement	Newmont Gold Company - Barrick Goldstrike Mines Inc	5/3/1999	
Barrick Newmont Stockpile Agreement	Newmont Gold Company - Barrick Goldstrike Mines Inc	5/3/1999	
Grant of Easements	Barrick Goldstrike Mines Inc., Newmont USA Limited, dba Newmont Mining Corporation	5/3/1999	Entry No. 172209, Book 327, Page 103, Eureka County Recorder
Grant of Easement	Elko Land and Livestock Co., Newmont Mining Corporation, Barrick Goldstrike Mines Inc.	5/28/1999	Entry No. 172268, Book 327, Page 400, Eureka County Recorder



Name	Parties	Date	Recording Information, if any
Grant of Easement for Electric Transmission, Distribution and Communication (EU175369)	Barrick Goldstrike Mines Inc. (Elko), Sierra Pacific Power Company d/b/a NV Energy	11/13/2000	
Water Management Agreement	Elko Land & Livestock, Newmont USA Limited, dba Newmont Mining Corporation, Barrick Goldstrike Mines Inc.	1/1/2001	
Right-of-Way Agreement (EU 177774)	Barrick Goldstrike Mines Inc. Sierra Pacific Power Company d/b/a NV Energy	1/2/2001	
Easement Right-of-Way Agreement (EU 177775-EL 479369)	Barrick Goldstrike Mines Inc. (Elko), Sierra Pacific Power Company d/b/a NV Energy	1/12/2001	Entry No. 479369, Book 2, Page 3607, Elko County Recorder
Easement Agreement	Barrick Goldstrike Mines Inc., Newmont USA Limited, dba Newmont Mining Corporation	7/17/2001	
Encroachment Removal Agreement	Barrick Goldstrike Mines Inc. (Elko), Tony & Dulci Jensen	11/16/2001	
Royalty Purchase and Sale Agreement	Barrick Goldstrike Mines Inc. - Barrick Bullfrog Inc.	12/26/2001	
Partial Relinquishment (EU182256 EL499330)	Sierra Pacific Power Company d/b/a NV Energy, Barrick Goldstrike Mines Inc.	2/10/2003	Entry No. 182256, Book 364, Page 46, Eureka County Recorder
Grant of Easement	Newmont Mining Corporation, Barrick Goldstrike Mines Inc.	5/12/2003	Entry No. 181988, Book 362, Page 209, Eureka County Recorder
Geothermal Lease N-92193 (formerly N-63106)	Barrick Goldstrike Mines Inc., Bureau of Land Management, Nevada State Office	7/1/2003	
Letter Agreement	Barrick Goldstrike Mines Inc., Newmont USA Limited, dba Newmont Mining Corporation	8/19/2003	
Grant of Easement for Overhead Electric Transmission, Distribution and Communication (SPPCO-EU 188404)	Barrick Goldstrike Mines Inc, Sierra Pacific Power Company d/b/a NV Energy	12/9/2003	Entry No. 188404, Book 384, Page 58, Eureka County Recorder
Deed Granting and Relinquishing Easements	Barrick Goldstrike Mines Inc., Newmont USA Limited, dba Newmont Mining Corporation	12/23/2003	Entry No. 186102, Book 377, Page 47, Eureka County Recorder

Name	Parties	Date	Recording Information, if any
BLM ROW NVN-092787	Bureau of Land Management, Elko District Office, Barrick Goldstrike Mines Inc.	12/31/2003	
Grant of Easement	Elko Land and Livestock Co., Newmont Mining Corporation, Barrick Goldstrike Mines Inc.	12/20/2005	
Geothermal Lease NVN-79646	Barrick Goldstrike Mines Inc., Bureau of Land Management, Nevada State Office	9/1/2006	
Geothermal Lease NVN-79647	Barrick Goldstrike Mines Inc., Bureau of Land Management, Nevada State Office	9/1/2006	
Mining Sublease and Option	Barrick Gold Exploration Inc. - Newmont USA Limited d/b/a Newmont Mining Corporation	4/2/2007	
Mining Lease with Conditional Purchase Obligation	Barrick Gold Exploration Inc. - Newmont USA Limited d/b/a Newmont Mining Corporation	4/2/2007	
Fiber Optic Line Agreement	Barrick Goldstrike Mines Inc., Newmont USA Limited, dba Newmont Mining Corporation	4/11/2007	
Royalty Purchase and Sale Agreement	Barrick Gold Corporation, Royal Gold Inc.	7/30/2008	
Electronic Site Lease Agreement	Barrick Goldstrike Mines Inc., Golconda Fire Protection District	7/1/2010	
Transmission Use Agreement	Sierra Pacific Power Company d/b/a NV Energy, Barrick Goldstrike Mines Inc.	8/1/2011	
Mining Venture Agreement (North Post Mining Venture)	Barrick Goldstrike Mines Inc., Newmont USA Limited, dba Newmont Mining Corporation	10/28/2011	
Communication Facilities Lease Agreement (Grindstone Mountain)	Barrick Gold of North America, Elko Television District	1/1/2012	
Surface Facility and Right of Way Agreement	Barrick Goldstrike Mines Inc, Prospector Pipeline Company	7/13/2012	Entry No. 227706, Book 569, Page 1 Elko County Recorder
Grant of Easement (Gold Room)	Barrick Goldstrike Mines Inc., Sierra Pacific Power Company d/b/a NV Energy	3/5/2013	
Parking Lot Lease	Ruby Vista Ranch, LLC, Barrick Goldstrike Mines Inc.	9/1/2013	
Lease Agreement (BLM ROW NVN-056896/Chevas Peak)	Barrick Goldstrike Mines Inc. Newmont USA Limited, dba Newmont Mining Corporation	12/10/2013	

Name	Parties	Date	Recording Information, if any
Grant of Easement	Barrick Goldstrike Mines Inc., Sierra Pacific Power Company d/b/a NV Energy	2/13/2014	
Road Maintenance Agreement	Barrick Goldstrike Mines Inc., County of Elko	8/6/2014	
Road Access Agreement Mining Company, LLC	Waterton Global Mining Company, LLC, Barrick Goldstrike Mines Inc.	8/11/2014	
Lease Agreement (Mount Lewis Comm Site N-30308)	Barrick Goldstrike Mines Inc., Lander County Sherriff's Department	4/22/2016 (but effective 4/28/2016)	

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: \$ 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: Buyer's Authorized Signatory

Signature [Signature] Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: Barrick Goldstrike Mines 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