

AFTER RECORDING, PLEASE RETURN TO:

Nevada Gold Mines LLC  
1655 Mountain City Highway  
Elko, NV 89801  
Attention: Orson Tingey



00006235201902393750160163

LISA HOEHNE, CLERK RECORDER

APNs: See Exhibit A

*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).

### DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (this "**Declaration**"), is made and entered into as of August 6, 2019 (the "**Effective Date**"), by NEVADA GOLD MINES LLC, a Delaware limited liability company (referred to herein as "**NGM**"), with reference to the following:

### RECITALS:

A. NGM is the surface owner of certain real property (the "**Property**") containing approximately 44,541 acres located in Elko and Eureka Counties, Nevada (the "**County**"), more particularly described in Exhibit "A" and depicted on Exhibit "B", both attached hereto and incorporated herein by this reference.

B. NGM, the assignee of Barrick Gold of North America, Inc., and the United States Department of the Interior, acting through the U.S. Fish and Wildlife Service ("**USFWS**") and the Bureau of Land Management ("**BLM**"), are parties to that certain Barrick Nevada Sage-Grouse Bank Enabling Agreement ("**BEA**"), which allows NGM to gain credits for certain conservation actions on NGM's private ranch lands (including, but not limited to, portions of the Property) and on public lands. The credits will be used to offset debit impacts to greater sage-grouse habitat from future mining operations. The USFWS and BLM are collectively referred to herein as the "**Agencies**".

C. NGM, as the owner of the Property, has agreed for a period of 35 years, commencing upon the Effective Date, to undertake those conservation actions described in the "Private Lands Project File" maintained with the Agencies in connection with the BEA (collectively, the "**Conservation Actions**") and, with respect to that portion of the Property not impacted by the Conservation Actions, maintain the status quo thereon as described herein.

D. NGM desires to execute and record in the official records of the County, this Declaration to evidence the obligations of NGM set forth in this Declaration.

### DECLARATION:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NGM hereby declares as follows:

1. Defined Terms. Terms not defined herein shall have the meaning assigned in the BEA. Whenever a reference is made in this Declaration to “NGM”, such reference shall include the then current owner (or owners) of the Property.

2. Declaration Affecting the Property. NGM hereby declares that, throughout the Term of this Declaration (as defined below), the Property shall be subject to the following obligations, which shall be binding upon the Property and any owner thereof:

(a) NGM, or the replacement Bank Sponsor, will undertake the Conservation Actions set forth in the BEA and will maintain the works completed thereunder as required under the BEA or throughout the Term of this Declaration, as applicable. The obligations under this subparagraph (a) will not be the responsibility of any subsequent property owner (unless such owner is the Bank Sponsor).

(b) Subject to subparagraph (d) below and except as permitted by good husbandry and sound ranching practices that simultaneously work to sustain healthy sagebrush ecosystems over the long term (collectively, the “**Ranching Practices**”), the following uses and activities are prohibited on the Property:

(i) Unseasonal watering; use of fertilizers, biocides, or other agricultural chemicals; vegetation management activities (excluding control of noxious weeds with the use of herbicides in accordance with Ranching Practices or the BEA); and incompatible fire prevention activities;

(ii) Use of off-road vehicles and use of any other motorized vehicles, except on existing roadways and/or for permitted uses of the Property (such as the use of ATVs, UTVs and cattle haulers in connection with active fire suppression or in accordance with Ranching Practices or the BEA);

(iii) Agricultural activity of any kind, except that ranching and grazing is permitted if conducted in accordance with Ranching Practices or the BEA;

(iv) Except for mining operations pursuant to subparagraph (d)(iii) below, commercial or industrial uses other than in accordance with Ranching Practices or the BEA;

(v) Any legal or *de facto* division, subdivision or partitioning of the Property;

(vi) Construction or placement of any new building, billboard or sign, or any other structure or improvement of any kind (other than solar panels used to manage water to improve the sustainability of sagebrush ecosystems and signs that provide statutory, safety, or environmental notices prohibiting trespass, use, dumping, take of wildlife, vandalism, and similar language), except that repair of existing fencing and corrals shall be permitted as shall new fencing and corrals constructed in accordance with Ranching Practices or the BEA;

(vii) Except as may be caused by weathering and naturally caused erosion, depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(viii) Planting, introduction or dispersal of non-native or exotic plant or animal species;

(ix) Except for mining operations pursuant to subparagraph (d)(iii) below, filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, oil, gas, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property by NGM or its contractors, or employees;

(x) Altering the surface or general topography of the Property, including building of roads except in accordance with Ranching Practices or as set forth in the BEA or for minimally disruptive measures that are necessary to restore the habitat;

(xi) Removing, destroying, or cutting of trees, shrubs or other vegetation, except in accordance with Ranching Practices, the BEA or otherwise required by law for (1) fire breaks or active fire suppression; (2) maintenance and repair of existing foot trails or roads; (3) prevention or treatment of disease or to respond to a threat to personal safety; or (4) removal, abatement, or management of non-native or invasive plant species;

(xii) Removing, destroying, or killing native animals or insects, except as in accordance with Ranching Practices, the BEA, or otherwise required by law; provided, however, that controlling problem animals and pests is permitted using selective control techniques, which shall be limited in their effectiveness to specific animals or pests that have caused damage or present an imminent threat to persons, property, or domestic livestock. All actions hereunder shall be in full compliance with applicable law including, but not limited to, obtaining depredation permits, if applicable;

(xiii) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Property and activities or uses detrimental to water quality including, but not limited to, degradation or pollution of any surface or sub-surface waters; provided, however, that the development, maintenance, and repair by NGM of spring, stock water, irrigation systems and other water systems, both new and existing within the Property boundaries including, but not limited to, troughs and guzzlers, shall be permitted in accordance with Ranching Practices and the BEA; and

(xiv) The transfer, sale, severance, conveyance, encumbrance, lease or other separation by NGM of all surface waters and all appropriative, prescriptive, contractual or other surface water rights appurtenant to the Property and owned by NGM, from the underlying title to the Property, or any other action that diminishes or extinguishes such surface water rights.

(c) Subject to subparagraph (d) below, NGM will maintain the status quo of the Property (as of the Effective Date) and will not materially change, disturb, alter or impair such property; provided, however, naturally occurring changes that affect the region as a whole shall not be deemed a material change, disturbance, alteration or impairment of the Property.

(d) The following uses and activities are permitted on the Property:

(i) NGM reserves to itself, and to its successors, and assigns, all rights accruing from its ownership of the Property including, but not limited to, the right to engage in or

to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by the terms of this Declaration.

(ii) Notwithstanding anything to the contrary contained in this Declaration, NGM shall not be prohibited from (1) using the Property for ranching operations in accordance with Ranching Practices, (2) taking prudent and reasonable actions to prevent the destruction of the Property, existing structures, or infrastructure, and (3) performing the obligations of NGM set forth in the BEA.

(iii) Further notwithstanding anything to the contrary contained in this Declaration, NGM may utilize, as it deems necessary and appropriate (in its sole and absolute discretion), the Property for its mining operations (or the mining operations of its affiliates) including, but not limited to, constructing, operating and maintaining pipelines, power lines, access and maintenance roads and fire breaks. If NGM permanently disturbs any portion of the Property as described above, then NGM will replace the disturbed property as required by the BEA addressing the original conservation values and conservation gain achieved through the Conservation Actions.

3. Duration. The “**Term of this Declaration**” and the obligations created hereby shall commence upon the Effective Date and shall expire automatically 35 years following the Effective Date, thereupon this Declaration shall be deemed to be null and void without the need for NGM, or the then current owners of the Property, to execute and record any document evidencing such termination.

4. Acts Beyond the Owner’s Control. Notwithstanding anything contained in this Declaration to the contrary, NGM shall not be liable or responsible for any violation of this Declaration or any injury to, or change in, the Property resulting from (a) any natural cause beyond NGM’s control including, without limitation, fire, flood, storm, and earth movement, or any prudent action taken by NGM under emergency conditions to prevent, abate, or mitigate significant injury to the Property, existing structures, or infrastructure resulting from such causes; or (b) acts or omissions by third parties (including, but not limited to, mineral estate holders), but excluding the invitees, agents, contractors, affiliates, and employees of NGM.

5. Miscellaneous.

(a) This Declaration contains the entire agreement with respect to the matters set forth herein.

(b) Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to or for the general public or for any public purposes whatsoever, it being NGM’s intention that this Declaration be strictly limited to and for the purposes expressed herein.

(c) This Declaration shall be binding upon and inure to the benefit of the owners of the Property and their respective successors and assigns, including successors in title. The obligations, rights and privileges hereunder shall exist for the benefit of, and be a burden upon, the Property (as applicable) and shall run with title to, and be appurtenant to, such Property. All the

obligations, conditions, restrictions, easements, terms and provisions hereof are and shall be deemed to be covenants running with the Property described herein.

(d) To the extent that there are multiple owners of the Property, the owners shall not, by this Declaration, in any way or for any purpose be deemed to be or become partners or joint venturers of each other in the conduct of their respective activities or otherwise.

(e) This Declaration shall be governed by and construed in accordance with and interpreted under the laws of the State of Nevada.

(f) If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

(g) The paragraph headings in this Declaration are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Declaration shall include the plural, where the context is otherwise appropriate.

(h) In the event of any conflict between a BEA project plan or conservation easement affecting the Property and this Declaration, the terms and conditions of the project plan or conservation easement shall control.

[SIGNATURE PAGE FOLLOWS]





EXHIBIT A

(Legal Description for the Property)

**JD Ranch:**

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

TOWNSHIP 24 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 9: N1/2NW1/4; SE1/4NW1/4; SW1/4NE1/4;  
Section 10: SE1/4SW1/4; SW1/4SE1/4;  
Section 12: SW1/4SE1/4; NE1/4SE1/4;  
Section 13: NE1/4NW1/4; SW1/4NW1/4; NW1/4SW1/4;  
Section 15: N1/2NW1/4;

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 7: Lot 2;  
Section 14: SW1/4NE1/4; SE1/4NW1/4; SW1/4; W1/2SE1/4;  
Section 20: W1/2SW1/4;  
Section 22: NE1/4;  
Section 23: NW1/4;  
Section 30: N1/2NE1/4; NE1/4NW1/4; Lot 1;  
Section 36: NW1/4SE1/4;

TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 1: SE1/4SE1/4SE1/4NE1/4; E1/2E1/2NE1/4SE1/4; E1/2NE1/4SE1/4SE1/4;  
NE1/4SE1/4SE1/4SE1/4;  
Section 28: S1/2SW1/4;  
Section 32: SE1/4NE1/4; NE1/4SE1/4; SW1/4SE1/4;  
Section 33: NW1/4NW1/4;

TOWNSHIP 25 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 6: Lots 3, 4, 5, 6 and 7; SE1/4NW1/4; E1/2SW1/4;  
Section 7: E1/2NW1/4;

TOWNSHIP 26 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 24: E1/2SE1/4;

TOWNSHIP 26 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 19: Lots 1, 2, 3 and 4;

Section 30: Lots 1, 2, 3 and 4; E1/2SW1/4; SW1/4SW1/4NE1/4NW1/4; W1/2SE1/4NW1/4;  
SW1/4SE1/4SE1/4NW1/4; W1/2SW1/4NW1/4SE1/4; NW1/4NW1/4SW1/4SE1/4;  
S1/2NW1/4SW1/4SE1/4; SW1/4SW1/4SE1/4;  
Section 31: NW1/4NE1/4; E1/2W1/2; Lot 4; SW1/4SE1/4; NW1/4SW1/4NE1/4;  
W1/2SW1/4SW1/4NE1/4;

APN: 006-260-02, 006-260-04, 006-260-05, 006-260-06, 006-260-07, 006-260-08, 006-280-04,  
006-180-05, 006-180-06, 006-180-07, 006-090-05, 006-190-01, 006-290-04, 006-290-03, 006-  
170-01, 006-290-06, 006-290-05, 006-280-03, 006-110-04, 006-110-05; Summary APN: 006-  
110-05

**Dean Ranch:**

The land referred to herein is situated in the State of Nevada, County of Eureka, described as  
follows:

TOWNSHIP 28 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 1: All;  
Section 2: S1/2NE1/4;  
Section 11: All;  
Section 13: All;  
Section 15: All;  
Section 21: N1/2;  
Section 23: All;  
Section 24: NW1/4NW1/4;  
Section 26: NE1/4NW1/4;  
Section 28: NW1/4NE1/4; NE1/4SE1/4;  
Section 34: NW1/4NW1/4;  
Section 35: NW1/4SE1/4;  
Section 36: N1/2SW1/4; NW1/4NE1/4;

TOWNSHIP 28 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 5: All;  
Section 7: All;  
Section 9: All;  
Section 17: All;  
Section 19: All;

TOWNSHIP 28 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 5: All;

TOWNSHIP 29 NORTH, RANGE 50 EAST, M.D.B.&M.



Section 13: E1/2; N1/2NW1/4; N1/2S1/2NW1/4; S1/2N1/2SW1/4; S1/2SW1/4;  
Section 15: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: All;  
Section 29: All;  
Section 30: S1/2NE1/4; NE1/4SE1/4;  
Section 31: All;  
Section 33: All;  
Section 35: All;

TOWNSHIP 29 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 31: All;

APN: 005-620-12, 005-620-11, 005-620-10, 005-620-09, 005-620-07, 005-620-05, 005-620-03, 005-620-02, 005-610-18, 005-610-16, 005-610-11, 005-610-06, 005-630-02, 005-630-07, 005-630-09, 005-630-14, 005-640-01, 005-650-02, 005-530-08 (Section 15 only), 005-530-15, 005-540-03, 005-540-05, 005-540-12, 005-540-10, 005-540-08, 005-540-13, 005-540-15, 005-540-17, 005-560-13; Summary APN: 005-590-01

**Hay Ranch:**

The land referred to herein is situated in the State of Nevada, Counties of Elko and Eureka, described as follows:

TOWNSHIP 28 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 5: All;

TOWNSHIP 29 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: All;  
Section 3: All;  
Section 5: All;  
Section 7: All;  
Section 9: All;  
Section 13: All;  
Section 15: All;  
Section 17: All;  
Section 19: All;  
Section 21: All;  
Section 23: All;  
Section 25: All;  
Section 27: All;  
Section 29: All;

TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M

Section 3: All;  
Section 4: SW1/4; SE1/4NW1/4;  
Section 5: SE1/4; SW1/4NE1/4; Lot 2;  
Section 7: All;  
Section 8: E1/2;  
Section 9: E1/2; W1/2;  
Section 13: All;  
Section 15: W1/2;  
Section 16: W1/2;  
Section 17: All;  
Section 20: S1/2SE1/4; NE1/4SE1/4; SE1/4NE1/4;  
Section 21: All;  
Section 29: All;  
Section 32: NW1/4NW1/4;  
Section 33: All;  
Section 36: E1/2;

TOWNSHIP 29 NORTH, RANGE 53 EAST, M.D.B.&M

Section 3: W1/2;  
Section 4: All;  
Section 5: All;  
Section 6: All;  
Section 7: All;  
Section 8: All;  
Section 18: All;  
Section 19: All;  
Section 20: All;  
Section 29: All;  
Section 30: All;  
Section 31: All;

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 31: All;  
Section 33: All;  
Section 35: All;

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 31: All;  
Section 35: All;

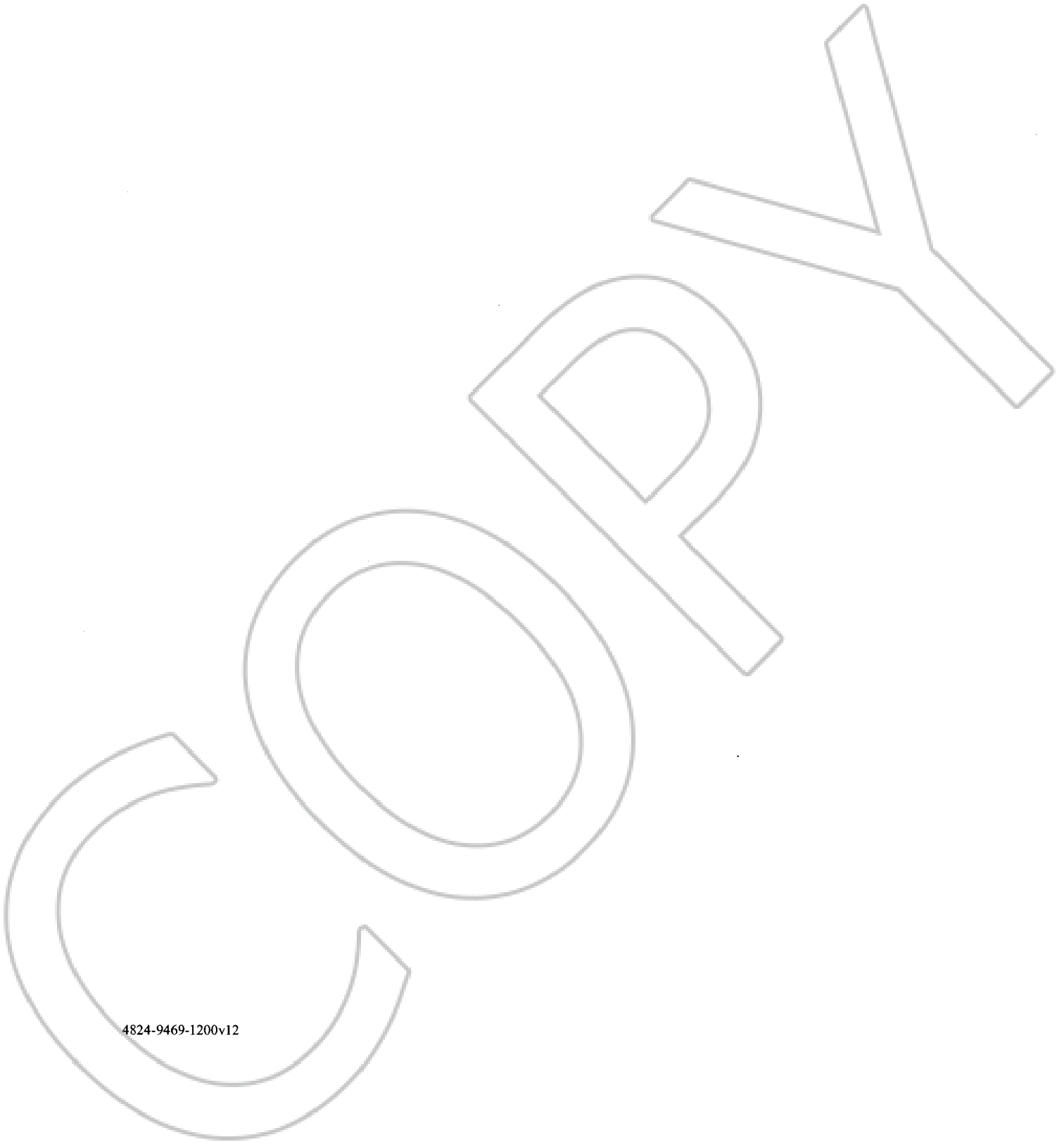
TOWNSHIP 30 NORTH, RANGE 53 EAST, M.D.B.&M.

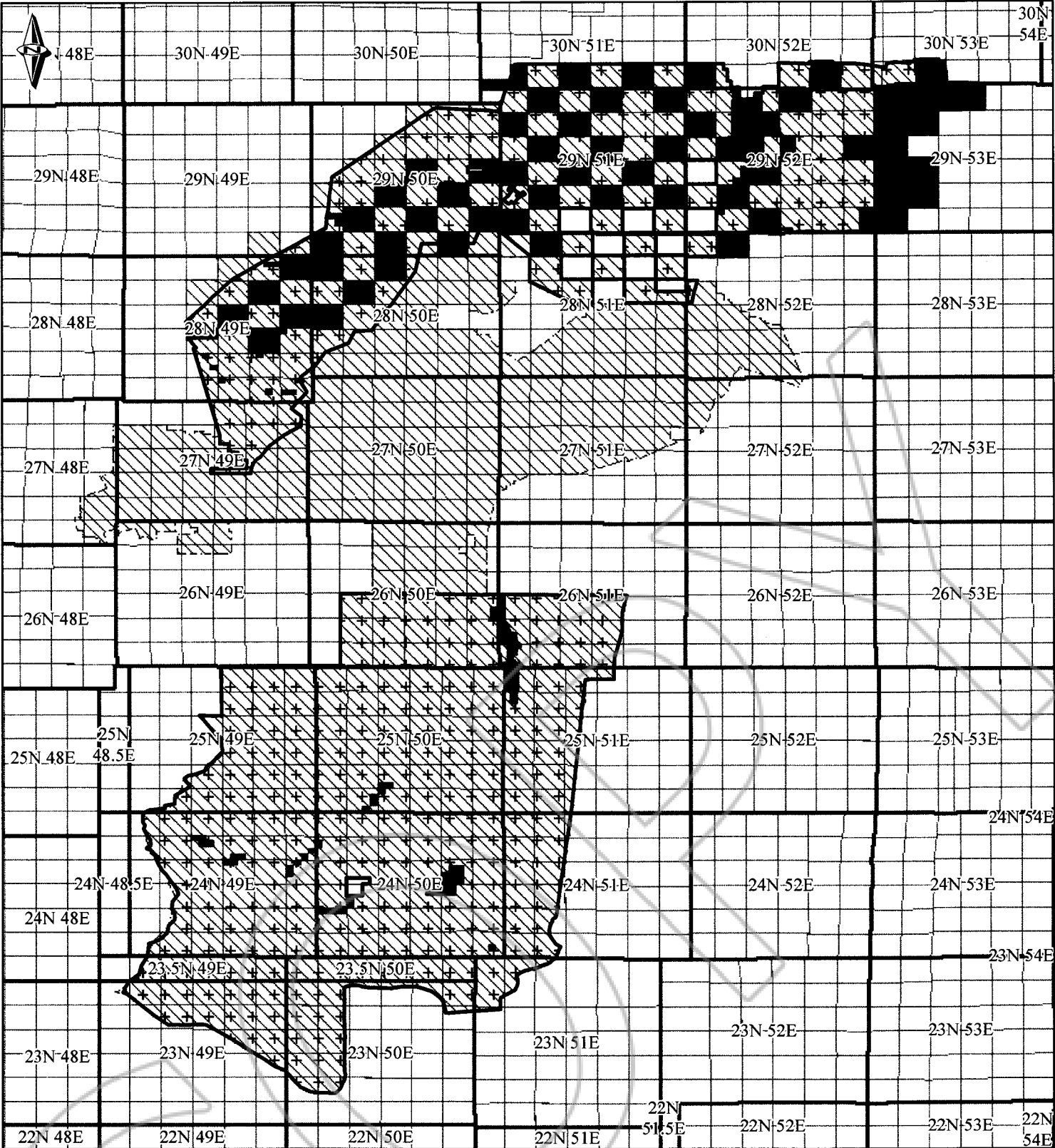
Section 33: All;

Elko County: APN: 005-020-001, 005-020-002, 005-030-006, 005-240-004, 005-250-004.

Eureka County: APN: 005-570-04, 005-570-07, 005-570-12, 005-580-05, 005-580-17, 005-550-02, 005-550-04, 005-550-05, 005-550-06, 005-550-08, 005-550-11, 005-550-13, 005-550-14, 005-560-01, 005-560-03, 005-560-05, 005-560-08, 005-560-10, 005-560-12, 005-570-05, 005-580-04, 005-580-07, 005-580-15, 005-670-02, 005-570-15, 005-370-03, 005-370-05, 005-370-07, 005-390-07, 005-570-14; Summary APN: 005-570-15.

EXHIBIT B  
(Depiction of the Property)



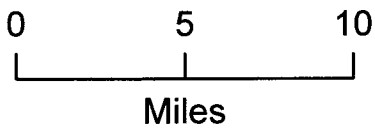


**BARRICK**

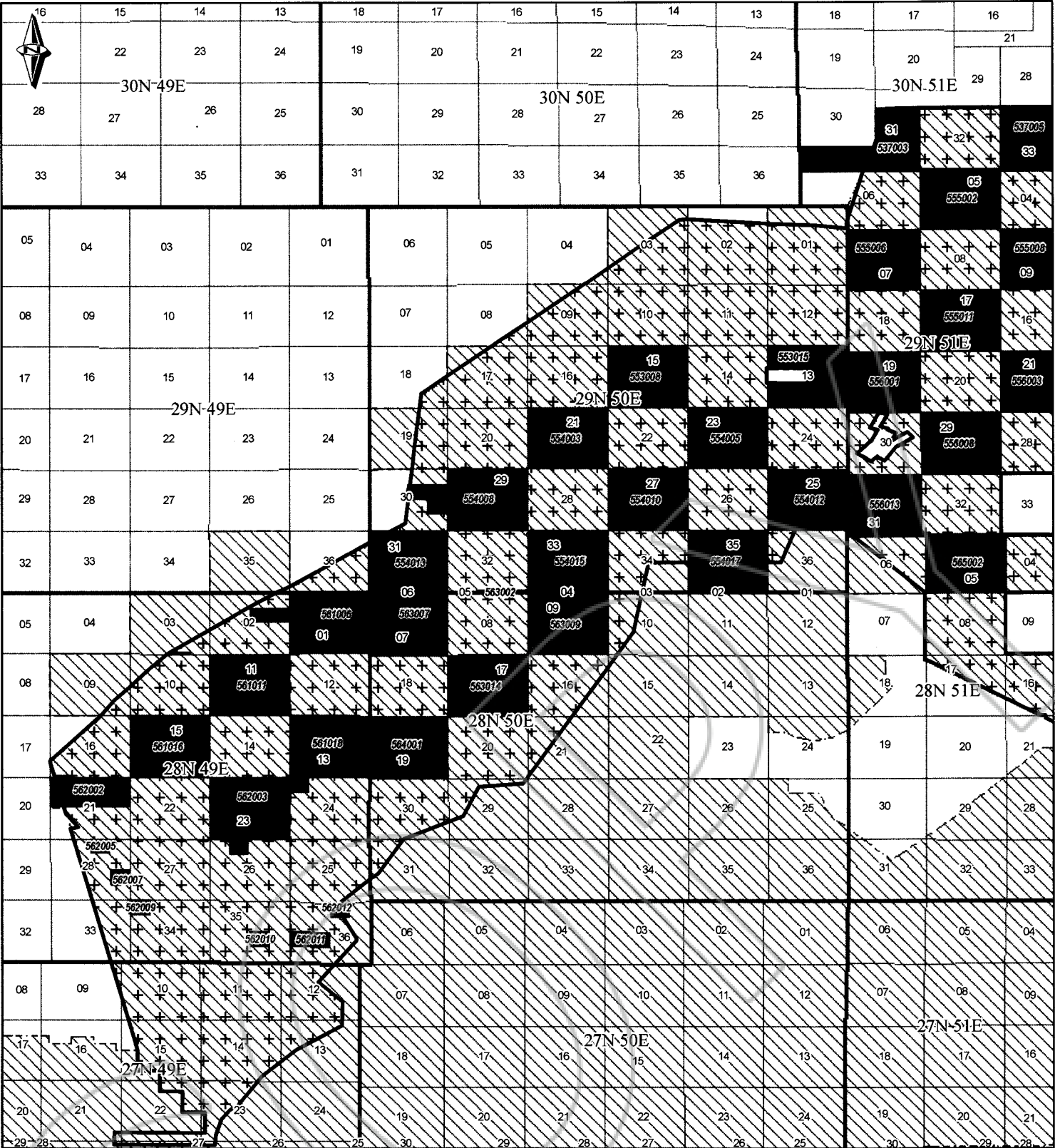
Provisional Map – This map was not prepared from a field survey and should not be relied on as a representation of legal land descriptions. Information on this map may not be complete or up to date and its accuracy is not to be relied upon. This map is intended only as a general representation of land status and is for Barrick's use only.

- TNC BEA Study Area 2017
- Dean Ranch
- Hay Ranch
- JD Ranch
- Service Area Allotments
- Township
- Section

**Barrick Nevada  
Sage Grouse  
Bank Area**



M Sena  
7/19/2019  
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# BARRICK

Provisional Map – This map was not prepared from a field survey and should not be relied on as a representation of legal land descriptions. Information on this map may not be complete or up to date and its accuracy is not to be relied upon. This map is intended only as a general representation of land status and is for Barrick's use only.

TNC BEA Study Area 2017

Dean Ranch

Hay Ranch

Service Area Allotments

Township

Section

Dean Ranch

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1

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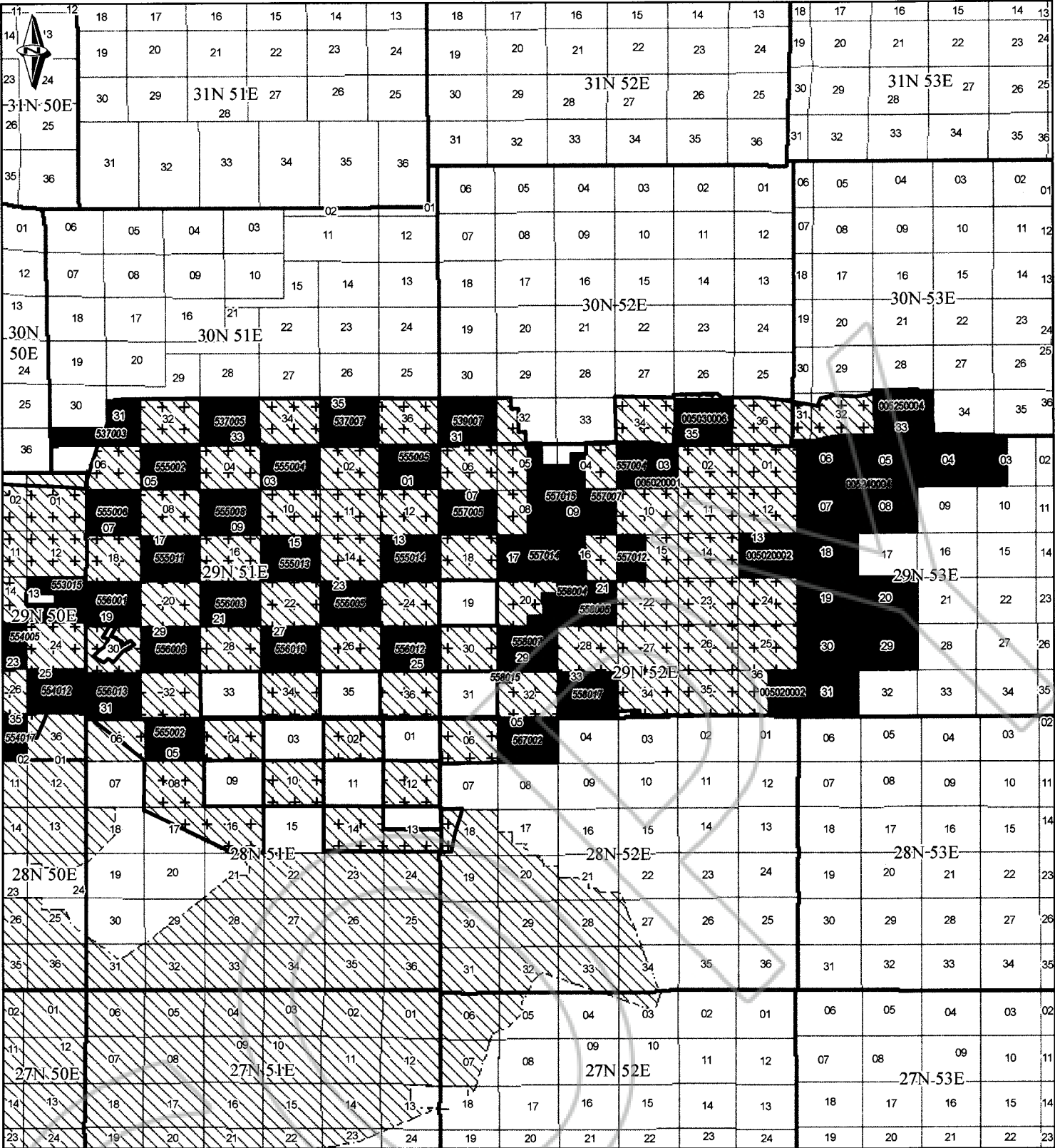
Miles

M Sans

8/5/2019

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# BARRICK

Provisional Map – This map was not prepared from a field survey and should not be relied on as a representation of legal land descriptions. Information on this map may not be complete or up to date and its accuracy is not to be relied upon. This map is intended only as a general representation of land status and is for Barrick's use only.

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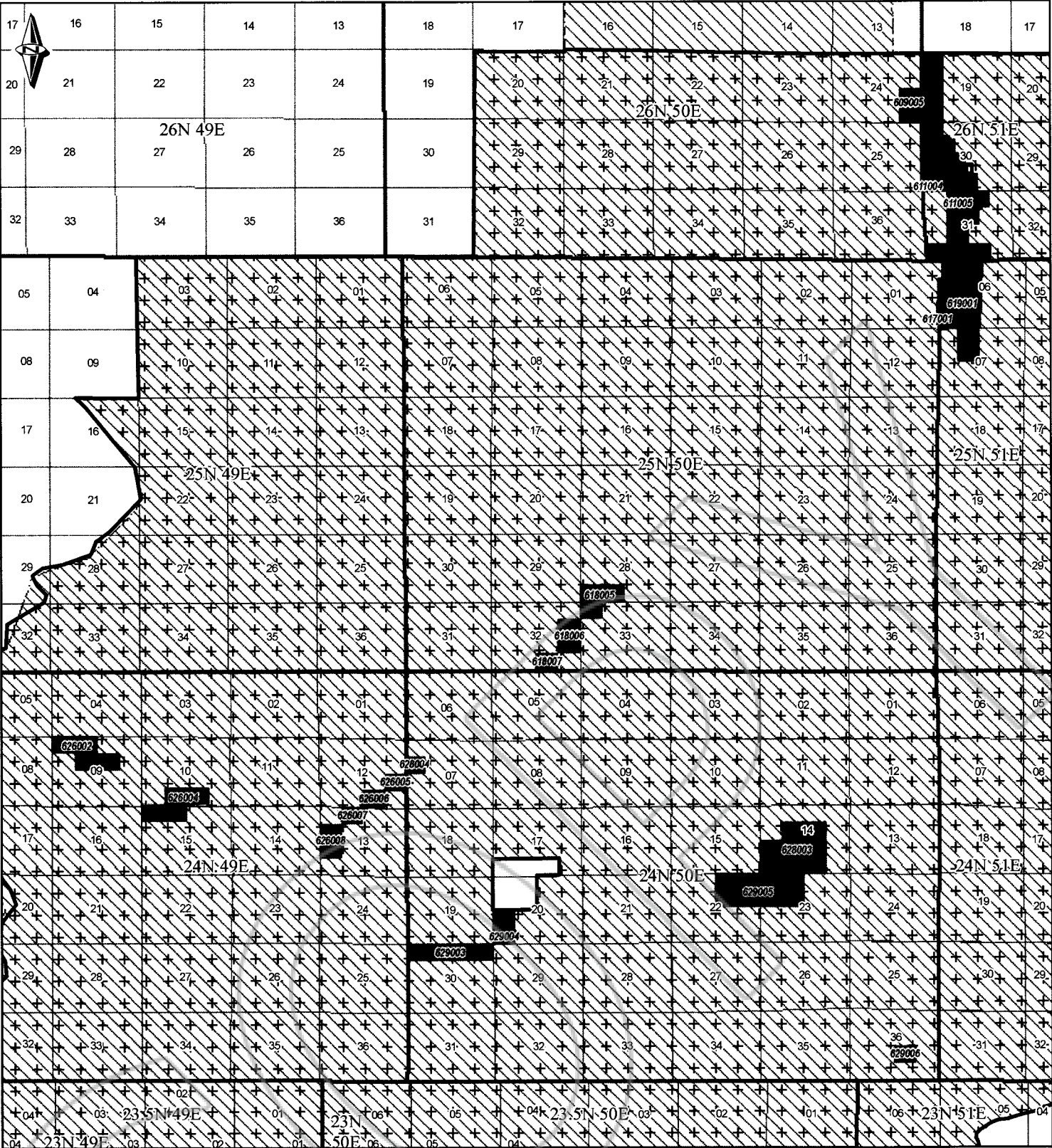
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## Hay Ranch

0123

Miles





# BARRICK

Provisional Map - This map was not prepared from a field survey and should not be relied on as a representation of legal land descriptions. Information on this map may not be complete or up to date and its accuracy is not to be relied upon. This map is intended only as a general representation of land status and is for Barrick's use only.

- TNC BEA Study Area 2017
- JD Ranch
- Service Area Allotments
- Township
- Section

# JD Ranch

