

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
Nevada Land Trust)
Attention: Executive Director)
2601 Plumas Street)
Reno, NV 89509)



LISA HOEHNE, CLERK RECORDER

APNs: 006-200-01, 006-280-01,
006-180-01, 006-180-02, 006-180-08

Space Above Line for Recorder's Use Only

Affirmation Statement: The undersigned affirm that this document does not contain any social security numbers or other personal information of any person (Per NRS Section 239B.030).

**DEED OF CONSERVATION EASEMENT
FOR A TERM OF YEARS**

THIS DEED OF CONSERVATION EASEMENT FOR A TERM OF YEARS ("Conservation Easement" or "Easement") is made this 21st day of August, 2019 ("Effective Date"), by NEVADA GOLD MINES LLC, a Delaware limited liability company ("Grantor"), in favor of NEVADA LAND TRUST, a Nevada nonprofit corporation ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the surface owner of certain real property containing approximately 1229.31 acres, located in the County of Eureka, State of Nevada, commonly known as "Shipley Meadows", designated as Assessor's Parcel Nos. 006-200-01, 006-280-01, 006-180-01, 006-180-02, and 006-180-08 and more particularly described in **Exhibit A** and depicted on **Exhibit B**, both attached hereto and incorporated herein by this reference (the "Property").

B. The Property possesses agricultural, open-space, and wildlife and habitat values as described in NRS Section 111.410 of great importance to Grantor, Grantee, and the people of the State of Nevada (collectively, "Conservation Values").

C. Portions of the Property provide significant habitat for greater sage-grouse and numerous other wildlife species, including, but not limited to, wet meadow montane, big sagebrush shrubland, willow riparian habitat, and upland sagebrush habitat. These habitat areas provide escape cover, forage, and nesting cover to wildlife. The Property also supports various wildlife species, such as big game and pygmy rabbits, the latter of which is a species of Conservation Priority for Nevada.

D. The Property also possesses agricultural and cultural values due to its historic ranching use, such as by providing forage and water for livestock. Grazing has historically been a

part of the land management system for the Property, and Grantor intends to continue to use this area to support ongoing grazing use as provided herein.

E. The Property provides open-space and scenic values for use and enjoyment by humans and wildlife. Much of the area that encompasses the Property is open and undeveloped apart from fences and agricultural infrastructure, such as water conveyance and delivery systems.

F. Evidence of past use by humans was also noted on the Property, supporting its historic, cultural, and archeological values. Springs on the Property could have supported historic and prehistoric use by European settlers and earlier Native Americans, as well as later use for agriculture and ranching.

G. The grant of this Easement serves to further the intent, and effectuate the implementation, of the Barrick Nevada Sage-Grouse Bank Enabling Agreement (“BEA”), which is an agreement between Grantor, 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”), which allows Grantor to gain credit for certain Conservation Actions (as defined in the BEA) on Grantor’s private ranch lands (including, but not limited to, the Property) and on public lands. These credits (including, but not limited to, the credits arising from this Conservation Easement) will be used to offset debit impacts to greater sage-grouse habitat from future mining operations. The USFWS and BLM shall collectively be referred to herein as the “Agencies.”

H. The grant of this Conservation Easement, and continued agricultural use of the Property, will have significant public benefits and will serve the protection of farmland and open space pursuant to the following clearly delineated public policies:

The Property currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values defined in Nevada’s “Easements for Conservation” statute, NRS Sections 111.390 to 111.440, and provides natural habitat for native plant and wildlife; and

NRS Section 111.390 *et seq.* recognizes the importance of private conservation efforts by authorizing conservation easements to retain or protect the natural, scenic, open-space values of real property; to assure its availability for agriculture, recreation or open space uses; or to protect natural resources.

I. The Conservation Values and other physical attributes of the Property are further described in an inventory of relevant features of the Property contained in the baseline documentation report, dated June 28, 2019 (“Baseline Report”), which the parties hereto have jointly prepared and is incorporated herein by this reference. A copy of the Baseline Report is maintained in the files of Grantee. The parties agree that the Baseline Report provides an accurate representation of the condition of the Property as of the Effective Date of this Easement and is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement. A signed acknowledgment and certification by the

parties of the condition of the Property as set forth in the Baseline Report is attached hereto as **Exhibit C**, which is incorporated herein by this reference.

J. Grantee, a Nevada nonprofit organization, is a qualified “holder”, as defined in NRS Section 111.410, of an easement for conservation and is a tax-exempt and “qualified conservation organization” within the meaning of Sections 501(c)(3) and 170(b)(1)(A)(iv) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (“Code”).

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons given, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns, and Grantee hereby accepts, a term easement for conservation, as provided in NRS Section 111.420, consisting of the rights and restrictions enumerated herein, over and across the Property, for the purpose of conserving and maintaining the natural, scenic, and open-space character of the Property as well as preserving the availability of the Property for agricultural use.

1. Purpose. The two purposes of this Conservation Easement are to ensure the Property will be retained for the duration of the Term (as defined below) in its natural condition and to prevent any use of the Property that will materially impair or interfere with the Conservation Values (collectively, the “Conservation Purpose”). Grantor intends that this Conservation Easement will continue to align Grantor’s use of the Property with activities that are consistent with such Conservation Purpose. As used in this Easement, the terms “materially” and “material,” when used with “impair” and “impairment,” respectively, mean a greater than negligible adverse impact for more than a transient period.

2. Term. This Conservation Easement shall be from the Effective Date (the “Term”) until December 31, 2049, unless extended by mutual written agreement of the parties. Unless extended by mutual written agreement of the parties, upon the expiration or early termination of the Term, this Conservation Easement shall automatically terminate without further act of the parties hereto.

3. Grantee’s Rights. To accomplish the Conservation Purpose, Grantor hereby grants and conveys the following rights to Grantee for the duration of the Term:

- (a) To preserve and protect the Conservation Values;
- (b) To enter upon the Property, at reasonable times and upon reasonable notice, to monitor compliance with and otherwise enforce the terms of this Conservation Easement and, subject to the prior approval of Grantor (not to be unreasonably withheld), for scientific research and interpretive purposes by Grantee or its designees, provided that in no event shall Grantee unreasonably interfere with Grantor’s authorized use and quiet enjoyment of the Property. Notwithstanding the foregoing, Grantee, in Grantee’s sole and reasonable discretion, shall have the right of entry upon the Property at any time where such entry is necessary to investigate, prevent, terminate, or mitigate damage to or the destruction of any of the Conservation Values or

to investigate, prevent, terminate, or mitigate a violation or threatened violation of the terms of this Easement. If Grantee determines that entry is necessary, Grantee need not provide Grantor with prior notice; provided, however, that Grantee shall make reasonable efforts, including by sending telephonic, facsimile, and/or email notice as provided in Section 13, to provide notice to Grantor, and in all events shall provide Grantor with notice of entry within a reasonable time after such entry;

(c) To prevent any activity on or use of the Property not permitted by this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by Grantor's failure to comply with the terms and conditions of this Conservation Easement; and

(d) All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished and may not be used on or transferred to any portion of the Property, nor any other property, adjacent or otherwise.

4. Third-Party Beneficiaries.

Grantor and Grantee acknowledge that the Agencies are third-party beneficiaries of this Conservation Easement with the same rights as Grantee to access the Property and to enforce all of the provisions of this Conservation Easement as well as all other rights and remedies of Grantee under this Conservation Easement in accordance with NRS Section 111.430. Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing with a concurrent copy provided to each of the Agencies.

5. Prohibited and Permitted Uses.

(a) Prohibited Uses. Subject to Section 1 above and Section 5(b) below, any activity on or use of the Property inconsistent with the Conservation Purpose is prohibited during the Term, and, without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are prohibited during the Term, except as expressly permitted in the Management Plan (as defined below) or as otherwise expressly approved in advance by Grantee:

(i) Unseasonal watering; use of fertilizers, biocides, or other agricultural chemicals; vegetation management activities (excluding control of noxious weeds with the use of herbicides as permitted in the Management Plan or the BEA); incompatible fire prevention activities; and other activities and uses that adversely affect the Conservation Values;

(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 hereunder (such as the use of ATVs, UTVs and cattle haulers in connection with Grantor's cattle and ranching operations in accordance with the Management Plan or otherwise approved by Grantee);

(iii) Agricultural activity of any kind, except that ranching and grazing is permitted if conducted in accordance with the Grantee-approved management plan dated May 31, 2019 ("Management Plan"), attached to the Baseline Report and incorporated herein by

reference, as updated pursuant to the terms hereof. In the event that the agricultural uses and/or environmental conditions of the Property materially change, or if the ownership of the Property changes, Grantor and Grantee shall update the Management Plan via mutual agreement by both parties, provided that no update shall cause a net decrease in the Management Plan's level of protection of the Conservation Values (as determined in Grantee's sole and reasonable discretion). All aspects of the original Management Plan (or then-current Management Plan if the original Management Plan has been updated pursuant to the terms hereof) shall remain in full effect until both parties agree in writing to an update;

(iv) Commercial or industrial uses other than permitted agricultural activities;

(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 notices prohibiting trespass, use, take of wildlife, vandalism, and similar language that notifies the public about the Conservation Values), except that repair of existing fencing and corrals shall be permitted as shall new fencing and corrals constructed in accordance with the Management Plan or otherwise approved by Grantee. In addition, maintenance and repair of existing buildings, structures, or improvements, such as historic buildings on the Property, are permitted; however, removal of any existing structure or building may only occur with Grantee's prior written approval, which shall not be unreasonably withheld;

(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 unless otherwise approved in advance by Grantee;

(ix) 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 Grantor or its agents, contractors, or employees;

(x) Altering the surface or general topography of the Property, including building of roads, except as set forth in the Management Plan, the BEA or otherwise approved by Grantee for minimally disruptive measures that are necessary to restore the habitat for the Conservation Purpose intended herein;

(xi) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as set forth in the Management Plan, the BEA or otherwise required by law or approved by Grantee for (1) fire breaks; (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 set forth in the Management Plan, the BEA or otherwise required by law; provided, however, that controlling problem animals and pests, with prior written approval of Grantee or as set forth in the Management Plan, 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, and shall be consistent with the Conservation Purpose. In addition, notwithstanding anything to the contrary in this Section 5(a)(xii), the hunting of game species is permitted only with Grantee's prior written approval;

(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 of pond, spring, stock water, ditch, and irrigation systems, both new and existing within the Property boundaries, including but not limited to troughs, by Grantor shall be permitted in accordance with the Management Plan or otherwise approved by Grantee; and

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

(b) Permitted Uses. Grantor 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 Easement and are consistent with the Conservation Purpose. Notwithstanding anything to the contrary contained in this Conservation Easement, Grantor shall not be prohibited from (i) using the Property for ranching operations in a reasonable and prudent manner consistent with the Management Plan, (ii) taking prudent and reasonable actions to prevent the destruction of the Property, existing structures, or infrastructure, and (iii) performing the obligations of Grantor set forth in the BEA.

(c) Emergency Actions. In a short-term emergency (defined as an emergency lasting thirty (30) days or less), with prior written notice to Grantee where reasonably feasible under the circumstances, Grantor may take such limited and temporary actions as are reasonably necessary to protect physical safety of persons, property, and the Property, including agricultural improvements and products, but only to the extent necessary for such protection and provided such actions are in compliance with applicable law. In cases where prior written notice to Grantee is not possible in advance of taking such emergency action, Grantor shall provide Grantee with written notice as soon as is reasonably feasible under the circumstances. If emergency actions taken in accordance with this section continue for more than thirty (30) days, Grantor will obtain Grantee's approval to continue such emergency actions.

6. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values. In addition, Grantor shall undertake all reasonable actions to evidence and to give full effect to the provisions of this Easement.

7. Notice and Approval.

(a) Grantor's Written Notice. Except for actions taken pursuant to Section 5(c) or expressly permitted under the Management Plan, at least thirty (30) days prior to the commencement of any enterprise, use or activity expressly requiring Grantee's approval under this Easement or prior to initiating any activity that could be reasonably expected to significantly impair the Conservation Values, Grantor shall send Grantee written notice of the intention to commence or undertake such enterprise, use or activity. Said notice shall inform Grantee of aspects of such proposed enterprise, use or activity, including, but not limited to, the nature, siting, size, capacity, and number of structures, improvements, facilities, or uses.

(b) Grantee's Response. Grantee shall have thirty (30) days from Grantee's receipt of such notice, as indicated by the registered or certified return receipt, or by a private delivery service, to review the proposed enterprise, use or activity and to notify Grantor of either (1) any objection thereto, or (2) in cases where Grantee's approval is required under the terms of this Easement, its decision regarding the proposed enterprise, use or activity. Any objection, if applicable, shall be based upon Grantee's reasonable opinion that the proposed enterprise, use or activity is likely to significantly impair the Conservation Values. In the event that Grantee elects to retain an expert to assist in the review of the proposed enterprise, use or activity, Grantee may have an additional fifteen (15) days for its review, so long as Grantee notifies Grantor in writing of Grantee's need for such extension prior to the expiration of the 30-day review period.

If, in Grantee's reasonable judgment, conformity with the purpose of this Easement is not possible, said notice shall inform Grantor of the manner in which the proposed enterprise, use or activity can be modified to be consistent with this Easement. For any enterprise, use or activity that expressly requires Grantee's approval under the terms of this Easement, Grantor may commence and conduct such enterprise, use or activity only with Grantee's express written approval, and only in the manner explicitly represented by Grantor and approved by Grantee. Except where Grantee's approval is expressly stated in this Easement to be in its sole and absolute discretion, Grantee's approval as required under this Easement shall not be unreasonably withheld, conditioned, or delayed.

8. Grantee's Remedies.

(a) Remedies. If Grantee believes that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation with reasonable specificity and demand in writing the cure of such violation. If Grantor fails to cure the violation within thirty (30) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period (or such later date as may be necessary given the weather conditions or time of the year) or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce

the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values, to enjoin the violation, *ex parte* as necessary if permitted by law, by temporary injunction or injunction for the duration of the Term or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(b) Emergency or Injunctive Relief. If Grantee, in its sole and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Grantee may pursue its remedies under this Section 8 without, to the extent permitted by law, notice to Grantor or waiting for the period provided for cure to expire; provided, however, that Grantee shall make reasonable efforts, including by sending telephonic, facsimile, and/or email notice as provided in Section 13, to provide notice to Grantor, and in all events shall provide Grantor with notice of the initiation of proceedings within a reasonable time after beginning such action. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantee will notify the Agencies within thirty (30) days of any such occurrence. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) Cumulative Remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(d) Costs of Enforcement. Any costs incurred by a party in enforcing the terms of this Conservation Easement against the other party, including, but not limited to, costs of pre-litigation proceedings, suit, and reasonable attorneys' and experts' fees, and any costs of restoration necessitated by the defaulting party's negligence or breach of this Conservation Easement, shall be borne by the defaulting party.

(e) Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee. Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by a party in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(f) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to, or change in, the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any

prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property, existing structures, or infrastructure resulting from such causes; (ii) acts or omissions by third parties (but excluding the invitees, agents, contractors, affiliates, and employees of Grantor); or (iii) acts or omissions (with respect to duties of Grantee under this Conservation Easement) by Grantee or its agents, contractors, or employees.

9. Access. This Conservation Easement does not convey a general right of access to the public.

10. Costs and Liabilities.

(a) Incidents of Ownership. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement.

(b) Compliance with Laws. Each party agrees that any activity on or use of the Property by that party, its agents, contractors, and employees shall be done in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

(c) Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description lawfully levied on or assessed against the Property (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Property free from any mechanics' and materialmen's liens, including those arising out of any obligations for any labor or materials furnished for Grantor at, or for use on, the Property. Grantor agrees that future mortgages, liens and other encumbrances will be subject to this Conservation Easement.

(d) Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of Grantee or any of its employees; (2) Grantor's breach of its obligations specified in Sections 6, 10(a), and 10(b); and (3) the existence or administration of this Conservation Easement, except to the extent caused by the negligence or willful misconduct of Grantee or any of its employees. Grantee shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives

and the heirs, personal representatives, successors and assigns of each of them (each a “Grantor Indemnified Party” and, collectively, “Grantor Indemnified Parties”) from and against any and all Claims, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, caused by the negligence or willful misconduct of Grantee or any of its employees, except to the extent caused by the negligence or willful misconduct of Grantor or any of its employees. If any action or proceeding is brought against any of the Grantee Indemnified Parties or Grantor Indemnified Parties, as applicable, by reason of any such Claim, the indemnifying party shall, at the election of and upon written notice from the Grantor Indemnified Party or Grantor Indemnified Party, as applicable, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party or Grantor Indemnified Party, as applicable.

(e) Extinguishment. The parties agree that it is the intent of this Conservation Easement to run with the land for the Term (as extended, if applicable). If, however, circumstances arise in the future so as to render the Conservation Purpose impossible to accomplish, this Easement may be terminated, in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from such sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment shall be determined, unless otherwise provided by Nevada law at the time, in accordance with Section 10(g) below. Grantee shall use all such proceeds in a manner consistent with the Conservation Purpose of this Easement. Grantor and Grantee intend that this Easement shall not be terminated solely as a result of changes in the surrounding land uses, changed agricultural practices, the non-availability of water, or any other changes in the condition of the Property or the land surrounding the Property. No voluntary or involuntary sale, exchange, conversion or conveyance of any kind of all or part of the Property, or any interest in it, shall limit or terminate the provisions of this Easement prior to the expiration of the Term. The Agencies shall be given advance written notice of the initiation of any such extinguishment proceeding.

(f) Condemnation. If, during the Term (as extended, if applicable), all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, so as to abrogate the restrictions imposed by this Easement or otherwise effectively to frustrate the Conservation Purpose hereof prior to the expiration of the Term, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking, Grantor and Grantee each reserving all rights to contest, challenge or otherwise object to the taking (as opposed to the proceedings to value the interest taken and determine damages in which they shall both join). Grantee shall be entitled to the proportionate share of the condemnation proceeds for its interest in the Property, as determined in accordance with Section 10(g) below. Any expenses incurred by the parties shall be paid out of such party’s respective share of the condemnation proceeds. Grantor shall obtain Grantee’s written approval prior to agreeing to a purchase in lieu of a taking. The Agencies shall be given advance written notice of the initiation of any such condemnation proceeding or in-lieu purchase.

(g) Valuation. This Easement constitutes a real property interest (for a term of years) immediately vested in Grantee. For the purpose of this Easement, the parties stipulate that

this Easement has a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the Easement as determined on or about the date of early termination of this Easement (or the taking, as applicable) by (b) the ratio of the value of the Easement as of the Effective Date to the value of the Property unencumbered by the Easement as of the Effective Date. The values shall be determined by one or more qualified appraisals performed by an independent appraiser jointly selected by Grantor and Grantee at the time of the termination. The appraisal(s) shall conform to the Uniform Standards of Professional Appraisal Practices and Treas. Reg. Section 1.170A-13 and guidance of the Internal Revenue Service. The cost of the appraisal(s) shall be paid by Grantor. Nothing herein shall prevent Grantor and/or Grantee from having an appraisal prepared at any party's individual expense. In the event of a termination or extinguishment of this Easement by a judicial proceeding prior to the expiration of the Term (as extended, if applicable), Grantor shall pay Grantee the fair market value of this Easement (as determined above), which shall be payable to Grantee at the time of such early termination.

11. Transfer of Easement. After consulting with Grantor regarding any proposed Assignee (as defined below) at least thirty (30) days prior to transfer as required by this section, and upon concurrence by the Agencies, Grantee may transfer this Easement to any qualified organization (an "Assignee"). For purposes of this section, the term "qualified organization" means a nonprofit corporation or governmental agency which, at the time of such transfer: (1) is qualified to receive such interests pursuant to NRS Section 111.410 (or any successor provision then applicable); (2) is organized or operated primarily or substantially for the preservation of natural, agricultural, open space, and/or wildlife habitat areas; and (3) has the financial, personnel and other resources, and the commitment, to enforce the terms of this Easement on the Property; and, (4) if multiple options are available, preference will be given to an organization that is accredited by the Land Trust Accreditation Commission if such Commission is active at the time of such assignment. Grantee shall consult with Grantor regarding any proposed Assignee and give good-faith consideration to any information, or any reasonable input or comment, from Grantor; shall attempt in good faith to select an Assignee that holds other conservation easements of a similar nature as this Easement and has continuously met the requirements of items (1), (2), and (3) of the preceding sentence during at least the ten (10)-year period prior to the date of such assignment and, if applicable, meets the requirement of item (4) at the time of such assignment; and shall provide, in writing and with reasonable specificity, information identifying the proposed Assignee or Assignees and substantiating such any proposed Assignee's compliance with items (1), (2), (3), and (4) of the preceding sentence, the length of time such proposed Assignee or Assignees have met such qualifications, and the number and type of other conservation easements held by such proposed Assignee or Assignees. Grantor may also propose a potential Assignee that meets the requirements of items (1), (2), (3), and (4) above for Grantee's consideration. The Agencies shall be given written notice prior to any such Easement assignment.

12. Transfer of Property.

(a) Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give Grantee and the Agencies written notice of Grantor's intent to transfer its ownership interest not less than thirty (30) days prior to the date of such transfer. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this

Conservation Easement or limit its enforceability in any way. The Agencies shall provide concurrence of any such transfer of the Property, per Section XI.C of the BEA.

(b) In the event that Grantor transfers its ownership in the Property to a third party, then, at the time of such transfer, Grantor agrees to pay Grantee a fee in the amount of Ten Thousand Dollars (\$10,000.00) (hereinafter, the “Administrative Fee”) for the costs incurred by Grantee resulting from such transfer including, but not limited to, the costs incurred by Grantor to inspect the Property and update the Baseline Report.

(c) On January 1, 2023, and each year thereafter for the duration of the Term, the Administrative Fee shall be the amount equal to \$10,000.00 multiplied by a fraction, the numerator of which shall be the Consumer Price Index, West Urban All Items (Base 1982-84 = 100) (“Index”) as published by the United States Department of Labor Statistics, for the month of December in the year immediately preceding the adjustment calculation, and the denominator of which shall be the Index for January 2018. If the base year of the Index is changed, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If, for any reason, there is a major change in the method of calculation or formulation of the Index, or should the Index no longer be published, then Grantor and Grantee shall mutually select such other commodity index that produces substantially the same result as would be obtained if the Index had not been discontinued or revised.

(d) Notwithstanding anything to the contrary contained in this Section 12, Grantee agrees that Grantor, and its affiliates, shall have no obligation to pay the Administrative Fee for the first transfer of the Property after the Effective Date of this Easement.

13. Notices. Any notice, request, consent, or approval required or permitted by this Easement shall be in writing and shall be given by personal delivery or by certified mail, first class postage prepaid, return receipt requested, private delivery or courier service, and/or by email or by facsimile transmission. Any such notice, request, consent, or approval shall be deemed communicated upon personal delivery or, in the case of mailing, on the second business day after deposit into the mail, and in the case of email and facsimile transmission, one business day following transmission provided the notice is properly addressed and sender does not receive an error notice of failure of transmission.

Notices, requests, consents or approvals given by mail, email, or facsimile transmission shall be given as follows (provided that each party may change its address or facsimile number by notice given in accordance with this section):

To Grantor: Nevada Gold Mines LLC
Attention: Hiliary Wilson
1655 Mountain City Highway
Elko, Nevada 89801
Phone: (775) 778-2859
Fax: (775) 778-2058
Email: Hiliary.Wilson@nevadagoldmines.com

With a copy to: Barrick Gold of North America, Inc.

Attention: General Counsel
310 South Main Street, Suite 1150
Salt Lake City, Utah 84101
Phone: (801) 990-3745
Fax: (801) 359-0875
Email: pwebster@barrick.com

To Grantee: Nevada Land Trust
Attention: Executive Director
2601 Plumas Street
P.O. Box 20288, Reno, NV 89515
Reno, NV 89509
Phone: (775) 851-5180
Fax: (775) 851-5182
Email: a.reban@nevadalandtrust.org

To the Agencies: U.S. Fish and Wildlife Service
Field Supervisor
Reno Fish and Wildlife Office
U.S. Fish and Wildlife Service
1340 Financial Blvd., Suite 234,
Reno, NV 89502

Bureau of Land Management
State Director
Nevada State Office
Bureau of Land Management
1340 Financial Blvd.,
Reno, NV 89502

14. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement of the parties and the written concurrence of the Agencies. Any such amendment shall be consistent with the Conservation Purpose and federal and state law governing conservation easements and shall not reduce the Easement's duration nor jeopardize Grantee's nonprofit or tax-exempt status. Any such amendment shall be recorded in the official records of Eureka County, State of Nevada. The Agencies shall be given written notice prior to any such amendment.

15. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Nevada, disregarding the conflicts of law principles of such state.

(b) Liberal Construction; Knowledge. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the Conservation

Purpose and the policy and purpose of NRS Section 111.390 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid. As used in this Easement, “actual knowledge” of Grantor shall mean the conscious actual knowledge (as opposed to constructive, deemed or imputed knowledge) of or receipt of written notice by Robert L. Brock, Land Manager North America, and Al Plank, Manager, Administration. In no event shall either of the above-named individuals have any personal liability in connection with such representations or warranties.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 14.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor’s title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and permitted assigns and shall constitute a servitude running with the Property for the Term (as extended, if applicable).

(g) Termination of Rights and Obligations. A party’s rights and obligations under this Conservation Easement terminate upon transfer of the party’s interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to the transfer shall survive such transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(i) Grantor represents and warrants that it has no actual knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 10(d), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties from and against any and all Claims (defined in Section 10(d)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time,

except to the extent caused by any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below) by Grantor, its agents, contractors, and employees, except to the extent caused by any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(ii) Notwithstanding any contrary provision of this Conservation Easement, except for any Hazardous Materials placed, disposed or released by Grantee, its employees or agents, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(A) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, “CERCLA”); or

(B) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(iii) The term “Hazardous Materials” includes, without limitation, any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

(iv) “Environmental Law” or “Environmental Laws” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(v) Grantor agrees that the activities of Grantor, its agents, contractors, and employees upon and use of the Property will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants, to its actual knowledge, that, except as disclosed to Grantee in writing, there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) that have not been expressly subordinated to this Conservation Easement and that the Property is not subject to any other conservation easement.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee (not to be unreasonably withheld, conditioned or delayed). Grantee may withhold such consent if it reasonably determines that the proposed grant is inconsistent with the terms and conditions of this Conservation Easement. This Section 15(k) shall not prohibit transfer of a fee or leasehold interest in the Property that complies with Section 12.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of Eureka County, Nevada, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Counterparts. This Easement may be signed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written.

GRANTOR:

NEVADA GOLD MINES LLC,
a Delaware limited liability company

By: *M. Estes*
Print Name: Michael P Estes
Title: CFO

GRANTEE:

NEVADA LAND TRUST,
a Nevada nonprofit corporation

By: _____
Print Name: Alicia Reban
Title: Executive Director

Approved as to form:

AGENCIES:

United States Department of the Interior,
acting through the U.S. Fish and Wildlife Service

By: _____
Print Name: _____
Title: _____

United States Bureau of Land Management

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written.


GRANTOR:

NEVADA GOLD MINES LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

GRANTEE:

NEVADA LAND TRUST,
a Nevada nonprofit corporation

By:  _____
Print Name: Alicia Reban
Title: Executive Director

Approved as to form:

AGENCIES:

United States Department of the Interior,
acting through the U.S. Fish and Wildlife Service

By: _____
Print Name: _____
Title: _____

United States Bureau of Land Management

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written.

GRANTOR:

NEVADA GOLD MINES LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

GRANTEE:

NEVADA LAND TRUST,
a Nevada nonprofit corporation

By: _____
Print Name: Alicia Reban
Title: Executive Director

Approved as to form:

AGENCIES:

United States Department of the Interior,
acting through the U.S. Fish and Wildlife Service

By: Lee Ann Carranza
Print Name: Lee Ann Carranza
Title: Deputy Field Supervisor

United States Bureau of Land Management

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written.

GRANTOR:

NEVADA GOLD MINES LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

GRANTEE:

NEVADA LAND TRUST,
a Nevada nonprofit corporation

By: _____
Print Name: Alicia Reban
Title: Executive Director

Approved as to form:

AGENCIES:

United States Department of the Interior,
acting through the U.S. Fish and Wildlife Service

By: _____
Print Name: _____
Title: _____

United States Bureau of Land Management

By: [Signature]
Print Name: Jan K. Dieck
Title: State Director

STATE OF _____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by _____, _____.

Notary Public

STATE OF NEVADA)

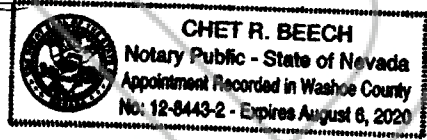
ss.

COUNTY OF Washoe)

The foregoing instrument was acknowledged before me on this 09 day of August, 2019, by Deputy FS, Lee Ann Conner.

Chet R. Beech

Notary Public



STATE OF _____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by _____.

Notary Public

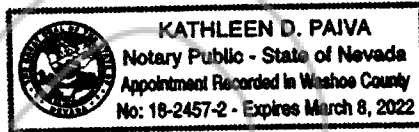
STATE OF Nevada)

ss.

COUNTY OF Washoe)

The foregoing instrument was acknowledged before me on this 15th day of August, 2019, by Jon Raby.

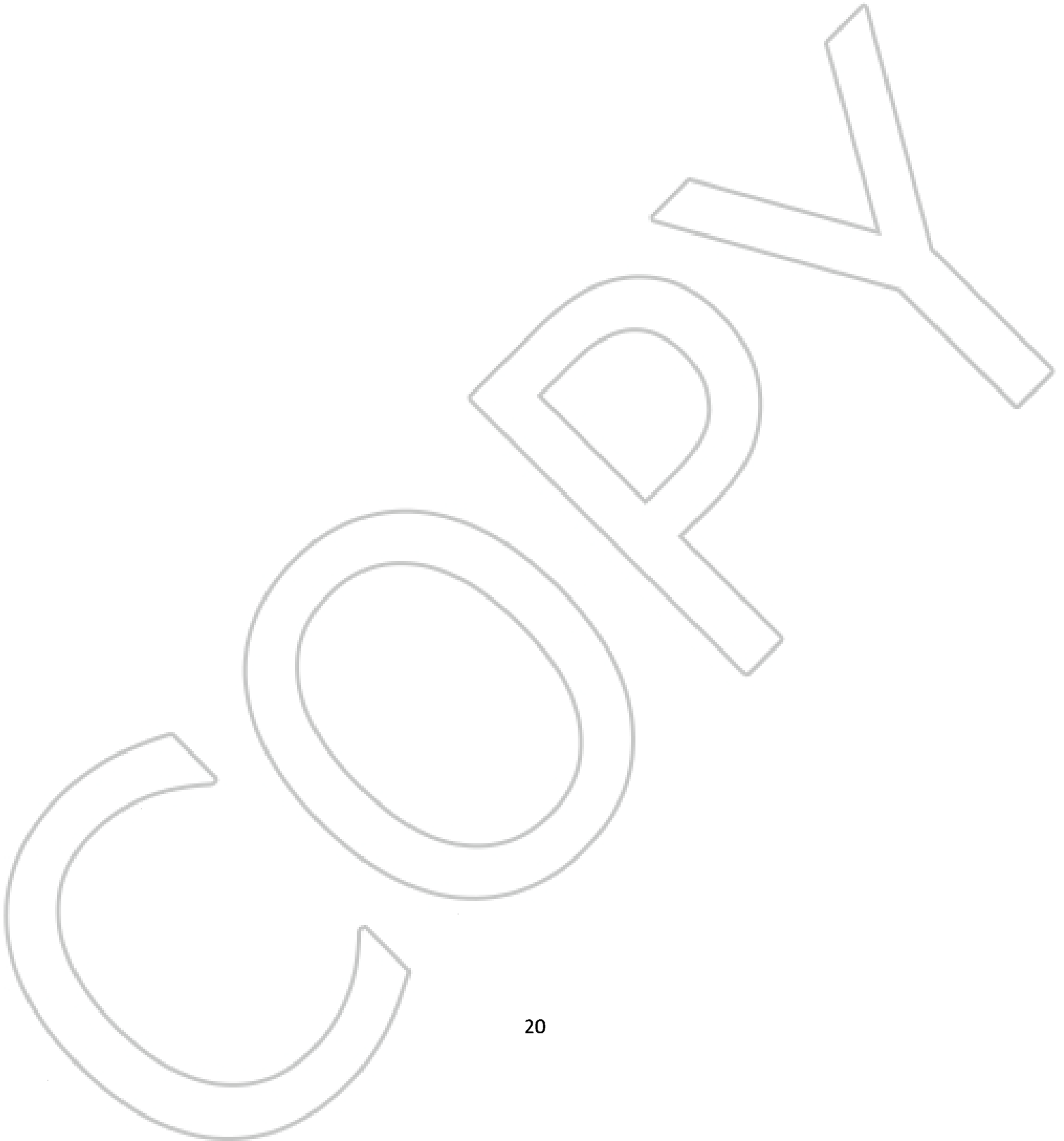
Kathleen D. Paiva
Notary Public



**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

[Attached.]

APNs: 006-200-01, 006-280-01, 006-180-01, 006-180-02, and 006-180-08



JD RANCH SHIPLEY LEGAL DESCRIPTION

KONAKIS ENGINEERING, LLC

Civil & Water Resources Engineering
Land Surveying

225 Silver Street, Suite 106
Elko, Nevada 89801
(775) 738-1115



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

The parcel boundaries as shown on the "Record of Survey" for those parcels located in Section 2, Township 24 North, Range 50 East; Sections 24, 25, 35, and 36, Township 25 North, Range 50 East; and Sections 19 and 30, Township 25 North, Range 51 East, M.D.B.&M., Eureka County, Nevada filed in the office of the County Recorder of Eureka County, Nevada, on October 4, 2018, as File No. 2018-236156.

APN 006-180-01

The parcel referred to herein is situated within Section 24, Township 25 North, Range 50 East, M.D.B.&M., Eureka County, Nevada, described as follows:

COMMENCING at the E1/4 Corner of said Section 24, Township 25 North, Range 50 East, M.D.B.&M.;

Thence North 88°16'48" West, a distance of 2627.81 feet to the C1/4 Corner of Section 24, being the POINT OF BEGINNING;

Thence North 88°16'48" West, a distance of 1318.16 feet;

Thence North 00°06'17" West, a distance of 1314.46 feet;

Thence South 88°15'21" East, a distance of 1317.67 feet;

Thence South 00°07'36" East, a distance of 1313.92 feet to the POINT OF BEGINNING. Said parcel containing 39.74 acres more or less.

APN 006-180-02

The parcel referred to herein is situated within Section 24, Township 25 North, Range 50 East, M.D.B.&M., Eureka County, Nevada, described as follows:

COMMENCING at the SW Section Corner of said Section 24, Township 25 North, Range 50 East, M.D.B.&M.;

Thence North 00°04'57" West, a distance of 1315.00 feet to the S1/16 Corner between Sections 24 and 23, being the POINT OF BEGINNING;

Thence North 00°04'57" West, a distance of 1315.00 feet;

Thence South 88°16'48" East, a distance of 1318.16 feet;

Thence South 00°06'17" East, a distance of 1314.51 feet;

Thence North 88°18'08" West, a distance of 1318.65 feet to the POINT OF BEGINNING. Said parcel containing 39.77 acres more or less.

JD RANCH SHIPLEY LEGAL DESCRIPTION

APN 006-180-08

The parcel referred to herein is situated within Sections 25, 35, and 36 Township 25 North, Range 50 East, M.D.B.&M., Eureka County, Nevada, described as follows:

COMMENCING at the SE Section Corner of said Section 35, Township 25 North, Range 50 East, M.D.B.&M., being the POINT OF BEGINNING;

Thence North 89°18'24" West, a distance of 2645.63 feet;

Thence North 89°18'30" West, a distance of 1322.74 feet;

Thence North 00°29'55" East, a distance of 2636.75 feet;

Thence South 89°12'37" East, a distance of 1331.91 feet;

Thence North 00°41'52" East, a distance of 1318.96 feet;

Thence South 89°07'20" East, a distance of 1322.10 feet;

Thence North 00°41'13" East, a distance of 1316.93 feet;

Thence South 89°02'08" East, a distance of 1321.96 feet;

Thence North 01°23'23" East, a distance of 1315.08 feet;

Thence South 88°40'15" East, a distance of 2645.92 feet;

Thence North 01°16'58" East, a distance of 1309.91 feet;

Thence South 88°33'29" East, a distance of 2643.12 feet;

Thence South 01°09'47" West, a distance of 1304.64 feet;

Thence South 01°09'49" West, a distance of 1304.54 feet;

Thence North 88°47'14" West, a distance of 1324.37 feet;

Thence South 01°08'11" West, a distance of 1307.13 feet;

Thence North 88°53'57" West, a distance of 1323.63 feet;

Thence South 01°06'43" West, a distance of 1309.65 feet;

Thence North 89°00'35" West, a distance of 1314.24 feet;

Thence South 00°53'38" West, a distance of 1312.23 feet;

Thence North 89°07'56" West, a distance of 1309.31 feet;

Thence South 00°40'28" West, a distance of 1314.96 feet to the POINT OF BEGINNING. Said parcel containing 836.89 acres more or less.

JD RANCH SHIPLEY LEGAL DESCRIPTION

APN 006-200-01

The parcel referred to herein is situated within Sections 19 and 30, Township 25 North, Range 51 East, M.D.B.&M., Eureka County, Nevada, described as follows:

COMMENCING at the S1/16 Corner between Section 30, Township 25 North, Range 51 East, and Section 25, Township 25 North, Range 50 East, M.D.B.&M., being the POINT OF BEGINNING;

Thence North 01°09'47" East, a distance of 1304.64 feet;

Thence North 01°10'10" East, a distance of 1304.50 feet;

Thence North 89°42'51" East, a distance of 1127.85 feet;

Thence North 00°59'04" East, a distance of 1306.20 feet;

Thence North 00°10'49" West, a distance of 1314.88 feet;

Thence North 89°31'55" East, a distance of 1299.52 feet;

Thence South 00°09'32" West, a distance of 1316.97 feet;

Thence North 89°37'13" East, a distance of 1291.81 feet;

Thence South 00°58'52" West, a distance of 1310.39 feet;

Thence South 89°42'48" West, a distance of 1289.91 feet;

Thence South 00°54'00" West, a distance of 1308.24 feet;

Thence South 89°48'21" West, a distance of 1295.47 feet;

Thence South 00°59'04" West, a distance of 1311.25 feet;

Thence North 89°51'24" West, a distance of 1135.98 feet to the POINT OF BEGINNING. Said parcel containing 223.45 acres more or less.

APN 006-280-01

The parcel referred to herein is situated within Section 2, Township 24 North, Range 50 East, M.D.B.&M., Eureka County, Nevada, described as follows:

COMMENCING at the N1/4 Corner of said Section 2, Township 24 North, Range 50 East, M.D.B.&M., being the POINT OF BEGINNING;

Thence South 01°09'52" West, a distance of 2496.23 feet;

Thence South 89°45'43" West, a distance of 1359.32 feet;

Thence North 01°59'18" East, a distance of 2518.85 feet;

Thence South 89°18'30" East, a distance of 1322.74 feet to the true POINT OF BEGINNING. Said parcel containing 77.17 acres more or less.

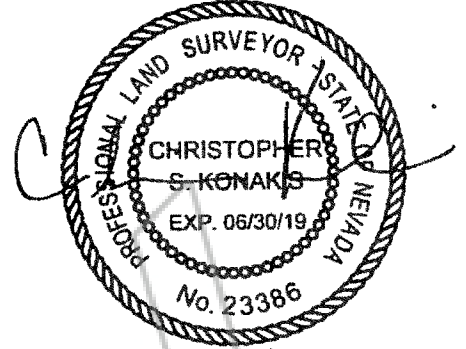
JD RANCH SHIPLEY LEGAL DESCRIPTION

BASIS OF BEARINGS

The basis of bearings for this survey is NAD27, Nevada State Plane East Zone (2701), as determined by GPS Static Survey data processed via the National Geodetic Online Positioning User Service (OPUS). This survey was conducted in US Survey Feet units.

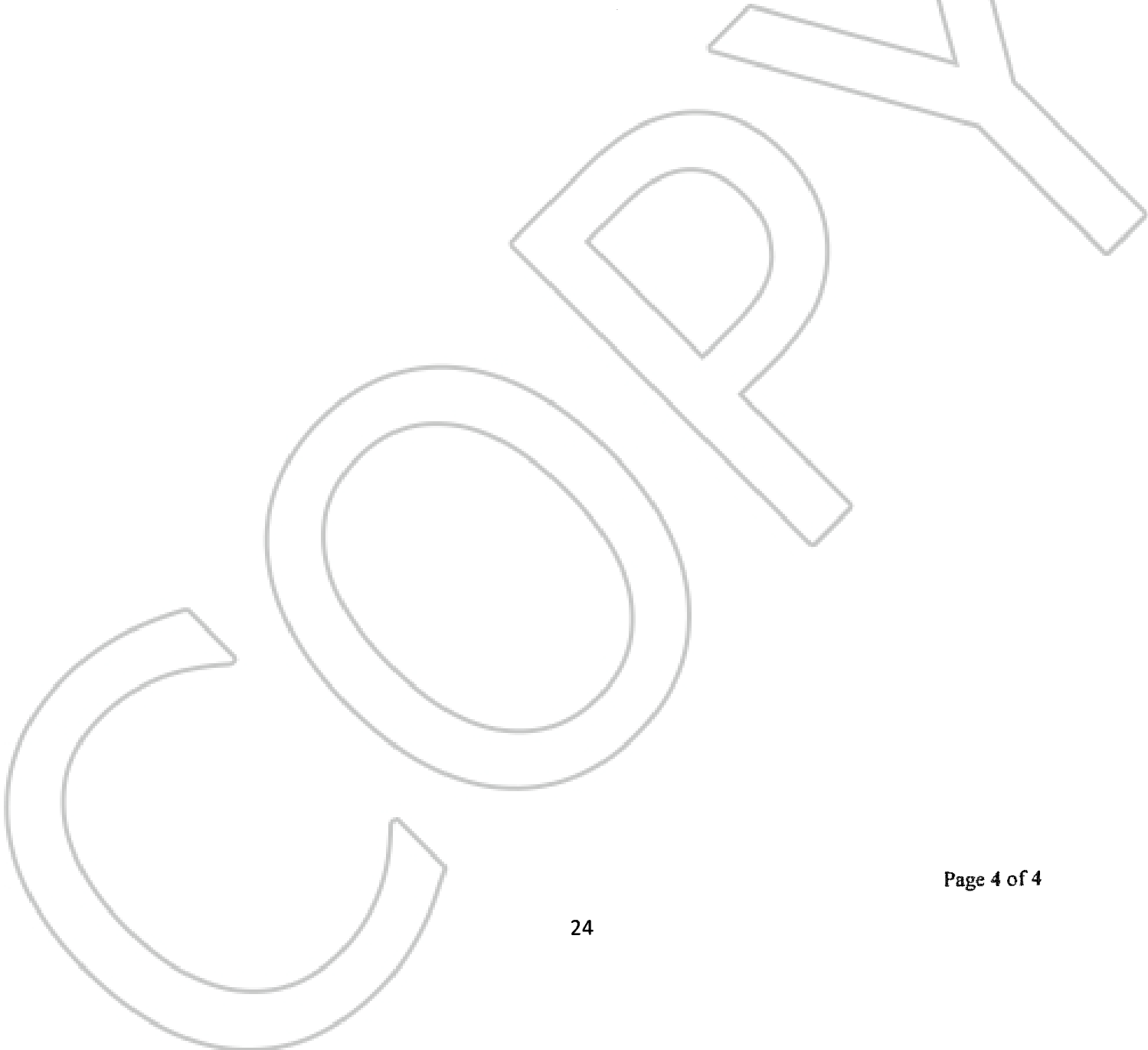
Description Prepared By:

Christopher S. Konakis, PLS, WRS
Konakis Engineering, LLC
225 Silver Street, Suite 106
Elko, Nevada 89801



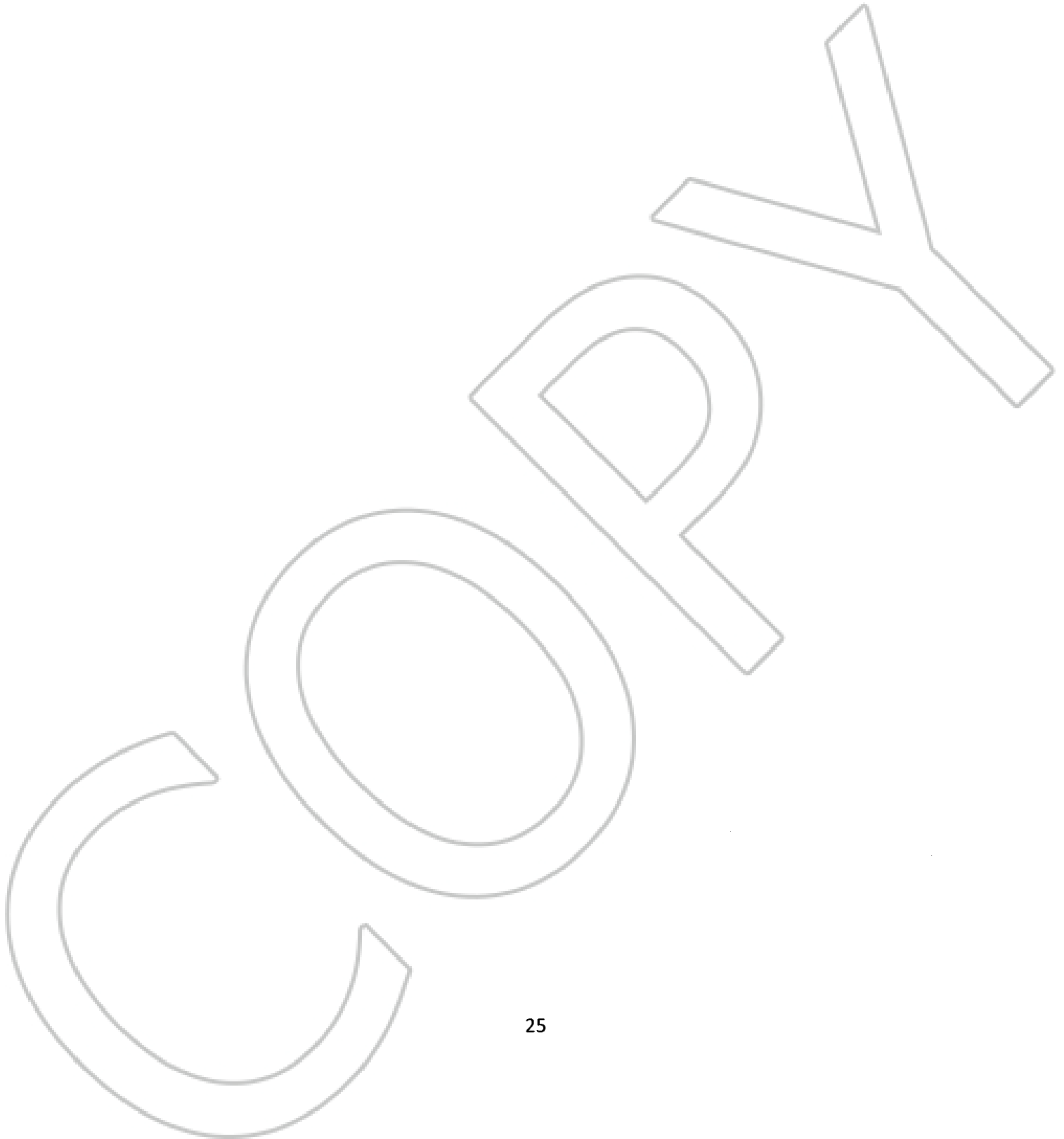
END OF DESCRIPTION

10/8/18



**EXHIBIT B
MAP OF THE PROPERTY**

[Attached.]



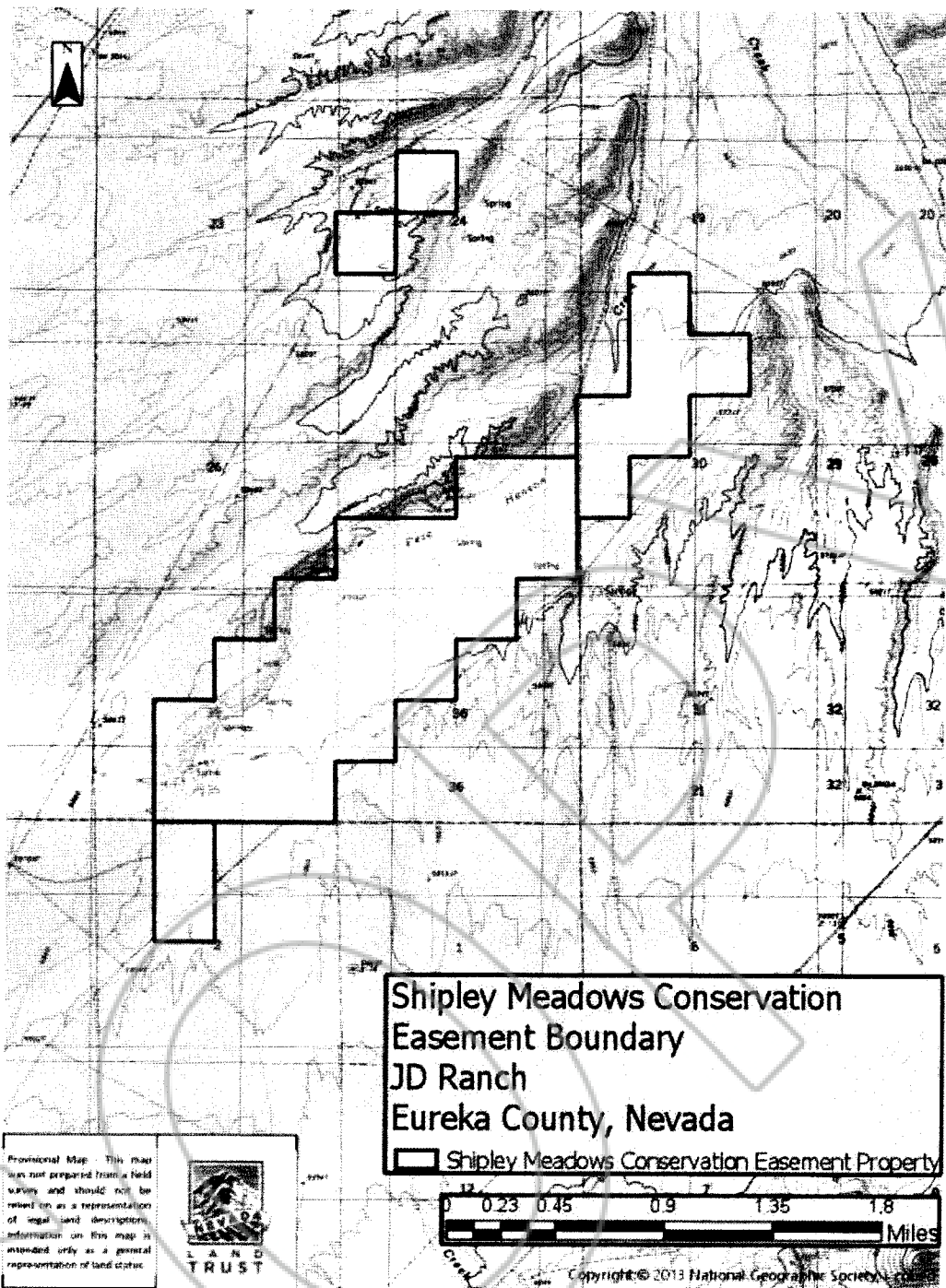


EXHIBIT C
ACKNOWLEDGMENT OF BASELINE REPORT
AND RECEIPT OF BASELINE REPORT

The undersigned, _____, on behalf of Grantor, and Alicia Reban, representing Nevada Land Trust, as Grantee, certify as follows:

- a) Each is familiar with the condition of the Property, and
- b) Each does hereby acknowledge and certify that the Baseline Report, and all of its inclusions, dated June 28, 2019, prepared by Rory Lamp, is an inventory of the Conservation Values and an accurate representation of the condition of the Property as of the date of conveyance of the Conservation Easement.

Duplicate originals of the Baseline Report were signed and delivered by each of Grantor and Grantee, and each will receive a duplicate original of the Baseline Report at the close of escrow.

GRANTOR:

NEVADA GOLD MINES LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

GRANTEE:

NEVADA LAND TRUST,
a Nevada nonprofit corporation

By: *Alicia Reban*
Print Name: Alicia Reban
Title: Executive Director

**EXHIBIT C
ACKNOWLEDGMENT OF BASELINE REPORT
AND RECEIPT OF BASELINE REPORT**


The undersigned, Michael P Estes on behalf of Grantor, and Alicia Reban, representing Nevada Land Trust, as Grantee, certify as follows:

- a) Each is familiar with the condition of the Property, and
- b) Each does hereby acknowledge and certify that the Baseline Report, and all of its inclusions, dated June 28, 2019, prepared by Rory Lamp, is an inventory of the Conservation Values and an accurate representation of the condition of the Property as of the date of conveyance of the Conservation Easement.

Duplicate originals of the Baseline Report were signed and delivered by each of Grantor and Grantee, and each will receive a duplicate original of the Baseline Report at the close of escrow.

GRANTOR:

NEVADA GOLD MINES LLC,
a Delaware limited liability company

By: 
Print Name: Michael P Estes
Title: CEO

GRANTEE:

NEVADA LAND TRUST,
a Nevada nonprofit corporation

By: 
Print Name: Alicia Reban
Title: Executive Director

State of Nevada Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument # _____	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

1. **Assessor Parcel Number(s)**
 a) 006-200-01; 006-280-01
 b) 006-180-01; 006-180-02
 c) 006-180-08
 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
 i) Other Easement

3. **Total Value/Sales Price of Property:** \$ 528,000.00
 Deed in Lieu of Foreclosure Only (value of property) \$ 0
 Transfer Tax Value per NRS 375.010, Section 2: \$ 528,000.00
 Real Property Transfer Tax Due: \$ \$2,059.20

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. **Partial Interest:** Percentage being transferred: _____ %

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 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 CFO
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Nevada Gold Mines LLC
 Address: 1655 Mountain City Highway
 City: Elko
 State: NV Zip: 89801

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Nevada Land and Trust
 Address: PO Box 20288
 City: Reno
 State: NV Zip: 89515

COMPANY REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)