

APN #: see attached Exhibit A

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:

Nevada Gold Mines LLC
1655 Mountain City Highway
Elko, Nevada 89801
Attention: Land Manager

EUREKA COUNTY, NV
RPTT:\$62.40 Rec:\$35.00
Total:\$97.40
NEVADA GOLD MINES LLC

2019-239660

10/29/2019 10:46 AM

Pgs=6



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LISA HOEHNE, CLERK RECORDER

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).

MINING DEED—FEE PROPERTY

(With Water Rights)
(Eureka County)
(Mill Canyon)

This Mining Deed—Fee Property (With Water Rights) (Eureka County) (this “Deed”), entered into effective as of 12:01 a.m. Pacific Daylight Time on July 1, 2019, is from Homestake Mining Company of California, a California corporation, whose address is 905 West Main St., Elko, Nevada 89801 (“Grantor”), to Nevada Gold Mines LLC, a Delaware limited liability company, whose address is 1655 Mountain City Highway, Elko, Nevada 89801 (“Grantee”).

Recitals

1. Grantor’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, Grantor’s parent company, Barrick Gold Corporation, agreed, among other things, to cause Grantor to convey to Grantee all of Grantor’s right, title and interest in and to the real property described in Part I (Patented Mining Claims and Millsites) of Exhibit A to this Deed (the “Properties”) and the water rights described in Exhibit B to this Deed (the “Water Rights”). The Properties are located in Eureka County, Nevada.

3. Grantor executes this Deed with respect to the Properties in order to fulfill, in part, its obligations under the Agreement.

Conveyance

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Grantor grants, bargains and sells to Grantee, free and clear of all Encumbrances other than Permitted Encumbrances (1) all of Grantor's right, title and interest in and to the Properties and all and singular the tenements, hereditaments, appurtenances, fixtures, buildings, and other improvements thereon or thereunto belonging to or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof and including, with respect to all patented mining claims included in the Properties, all of the lodes, ledges, veins and mineral-bearing rock, both known and unknown, intraliminal and extralateral, lying within or extending beyond the boundaries of such mining claims, and all dips, spurs and angles, and all the ores, mineral bearing-quartz, rock and earth or other mineral deposits therein or thereon, and (2) all of Grantor's right, title and interest in and to the Water Rights (including any other water rights appurtenant to the Properties), including all permits, proofs, certificates and changes, and all and singular the tenements, hereditaments, appurtenances, wells, pipelines, ditches, impoundments and other improvements thereunto belonging to or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold unto Grantee, its successors and assigns forever.

This Deed incorporates by reference the representations and warranties, and associated limitations and disclaimers, made in the Agreement with respect to the Properties and Water Rights.

This Deed and the covenants contained herein shall extend to and be binding upon and every benefit hereof shall inure to the parties hereto, their respective successors and assigns. This Deed is intended to and does convey any after acquired title or interest in and to the Properties that Grantor may hereafter acquire, excluding any royalties conveyed by Grantee to Grantor or an Affiliate of Grantor on minerals produced from the Properties or any other title or interest in and to any of the Properties acquired by Grantor or an Affiliate of Grantor in connection with or following Grantee's abandonment or other divestiture of an interest in the Properties pursuant to the JV Agreement.

This Deed, being further documentation of the transactions contemplated by the Agreement, is subject in all respects to the terms and conditions of the Agreement. In the event of a conflict between any provision of this Deed and any provision of the Agreement, the provisions of the Agreement shall control. Capitalized terms used but not defined in this Deed shall have the meanings ascribed to them in the Agreement.

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

[Signature Page Follows]

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Exhibit A
to
MINING DEED—Fee Property
(Eureka County)

Part I (Patented Mining Claims and Millsites)

The Patented Mining Claims listed below are located in the Cortez Mining District

<u>APN</u>	<u>Patent #</u>	<u>MS #</u>	<u>Patent Claim Name</u>
009-090-01	16390	755	Ventura
009-090-01	19602	845	Maid Queen
009-090-01	110031	3207	Mayflower
009-090-01	110031	3207	Comstock
009-090-01	110031	3207	Illinois
009-090-01	110031	3207	White Horse
009-090-01	110031	3207	Jumbo
009-090-01	110031	3207	Aurora
009-090-01	110031	3207	Rhoda
009-090-01	110031	3207	Benjamin Harrison
009-090-01	164355	3635	Emma E.

Exhibit B
to
MINING DEED—Fee Property
(With Water Rights)
(Eureka County)

Water Rights

The following water rights permits, certificates, and proofs of vested claims on file with the Nevada Division of Water Resources, Office of the State Engineer:

PERMIT	CERTIFICATE
7189	1809

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) See Attached
b) _____
c) _____
d) _____

2. **Type of Property:**

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☒ Other Mining

3. **Total Value/Sales Price of Property:**

\$ 15,714.00

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value per NRS 375.010, Section 2: \$ 15,714.00

Real Property Transfer Tax Due: \$ 62.40

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: _____

b. Explain Reason for Exemption: _____

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 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 DIRECTOR - HOMESTAKE MINING

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Homstake Mining Company of California

Address: 905 W. Main Street

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 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)