



LISA HOEHNE, CLERK RECORDER E09

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

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).

### **WATER RIGHTS DEED**

This Water Rights Deed (this "Deed"), entered into effective as of 12:01 a.m. Pacific Daylight Time on July 1, 2019, is from Barrick Gold Finance Inc., a Delaware 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 water rights described in Exhibit A to this Deed (the "Water Rights").
3. In the course of preparing the conveyances necessary to fulfill the Agreement, certain of the Water Rights were omitted.
4. Grantor now executes this Deed with respect to the Water Rights in order to correct the omission and 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, all of Grantor's right, title and interest in and to the Water Rights, 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 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, 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]

This Deed is executed and delivered effective on the date first written above.

Grantor:

Barrick Gold Finance Inc.,  
a Delaware corporation

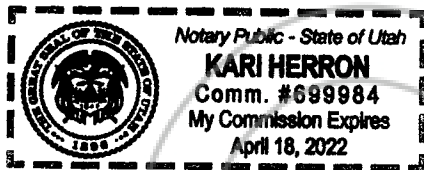
By: Paul Judd

Name: Paul Judd

Title: Director, Chief Financial <sup>Officer</sup> ~~Director~~, and Tax  
Director

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

This instrument was acknowledged before me on March 16, 2021, by Paul Judd as  
Director of Barrick Gold Finance Inc.



Kari Herron  
Notary Public in and for the State of Utah  
Residing at: SLC, UT  
Commission Expires: 4.18.22

**Exhibit A**  
**to**  
**WATER RIGHTS DEED**  
**(Eureka and Lander County)**

Permit	POD County	POU County
79897	Lander	Lander/Eureka
80130	Lander	Lander/Eureka
80132	Lander	Lander/Eureka
80133	Lander	Lander/Eureka
80134	Lander	Lander/Eureka
80135	Lander	Lander/Eureka
80136	Lander	Lander/Eureka
80137	Lander	Lander/Eureka
80335	Lander	Lander/Eureka
80935	Lander	Lander/Eureka
80936	Lander	Lander/Eureka
80937	Lander	Lander/Eureka
80938	Lander	Lander/Eureka
80972	Lander	Lander/Eureka
80973	Lander	Lander/Eureka
80974	Lander	Lander/Eureka
80975	Lander	Lander/Eureka
81608	Lander	Lander/Eureka
82046	Lander	Lander/Eureka
85012	Lander	Lander/Eureka
85013	Lander	Lander/Eureka
85014	Lander	Lander/Eureka
85200	Lander	Lander/Eureka
86314	Lander	Lander/Eureka
87522	Lander	Lander/Eureka
87523	Lander	Lander/Eureka
88120	Lander	Lander/Eureka
88121	Lander	Lander/Eureka
88122	Lander	Lander/Eureka
88123	Lander	Lander/Eureka
88124	Lander	Lander/Eureka
88125	Lander	Lander/Eureka
88126	Lander	Lander/Eureka
88127	Lander	Lander/Eureka
88128	Lander	Lander/Eureka

88129	Lander	Lander/Eureka
73266	Lander	Lander

COPY

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. N/A  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: <u>Exhibit 9 Verified</u>	

3.a. Total Value/Sales Price of Property

\$ 118,628.40

b. Deed in Lieu of Foreclosure Only (value of property)

\$ \_\_\_\_\_

c. Transfer Tax Value:

\$ \_\_\_\_\_

d. Real Property Transfer Tax Due

\$ 0

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 9

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 parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature]

Capacity: Grantor Agent-Landman

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Print Name: Barrick Gold Finance Inc  
Address: 905 West Main St  
City: Elko  
State: NV Zip: 89801

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

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

**COMPANY/PERSON REQUESTING RECORDING** (Required if not seller or buyer)

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_

Escrow # \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED