



00012068202102446620080080

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 Mining Deed—Fee Property (With Water Rights) (Lander County) (this “Deed”), entered into effective as of 12:01 a.m. Pacific Daylight Time on July 1, 2019, is from the Cortez Joint Venture (aka Cortez Gold Mines), an unincorporated joint venture located in Nevada among Barrick Cortez LLC, a Delaware limited liability company formerly known as Barrick Cortez Inc. and Barrick Gold Finance Inc., a Delaware corporation whose address is 905 West Main St., Elko, Nevada 89801 (“Grantor”), to Barrick Cortez LLC, a Delaware limited liability company, whose address is 905 West Main St., Elko, Nevada 89801 (“Cortez LLC”) and Barrick Gold Finance Inc., a Delaware corporation, whose address is 905 West Main St., Elko, Nevada 89801 (“Barrick Gold Finance” and together with Cortez LLC, “Grantees”).

### **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 in 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 Cortez LLC as to an undivided sixty percent (60%) interest and to Barrick Gold Finance as to an undivided forty percent (40%) interest, 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 Grantees, their 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 Grantees 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 Grantees' 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]

COPY

ed in Nevada

By: Barrick Cortez LLC,  
a Delaware limited liability company

By: Barrick Gold Finance Inc.,  
a Delaware corporation

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

 **Notary Public - State of Utah**  
**KARI HERRON**  
Comm. #699984  
My Commission Expires  
April 18, 2022

Residing at: SLL, UT  
Commission Expires: 4-18-72

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

This instrument was acknowledged before me on March 16, 2021, by Paul Judd as Chief Financial Officer, Tax Director, and 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: Exhibit 9 verified

3.a. Total Value/Sales Price of Property

\$ 118,629.40

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

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

c. Transfer Tax Value:

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

d. Real Property Transfer Tax Due

\$ ~~118,629.40~~

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 83

b. Explain Reason for Exemption:

Conversion Affidavit Dec 2019-239167

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:

Grantee Agent - Landman

Signature

Kathryn McLeis

Capacity:

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Barrick Carter LLC: Barrick Gold Firm Inc  
Address: 905 West Main St  
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