

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  
LAND-WRD  
Rec:\$37.00  
Total:\$37.00  
NEVADA GOLD MINES LLC

**2022-247928**

03/31/2022 11:22 AM

Pgs=7



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).

### **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 Goldstrike Mines Inc., a Colorado 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 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 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, fixtures, buildings, wells, pipelines, ditches, impoundments and other improvements thereon or 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. This Deed incorporates by reference and is subject to the Permitted Encumbrances set out in the Agreement.

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 Water Rights that Grantor or an Affiliate of Grantor may hereafter acquire, excluding any title or interest in and to any of the Water Rights acquired by Grantor or an Affiliate of Grantor in connection with or following Grantee's abandonment or other divestiture of an interest in the Water Rights 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]

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

Grantor:

Barrick Goldstrike Mines Inc.,  
a Colorado corporation


By: 

Name: Michael Estes

Title: Chief Financial Officer

State of Nevada                    )  
  ) ss.  
County of Elko                    )

This instrument was acknowledged before me on March 11, 2022, by Mike Estes as Chief Financial Officer of Barrick Goldstrike Mines Inc.



Notary Public in and for the State of Nevada

Residing at: Elko, Nevada

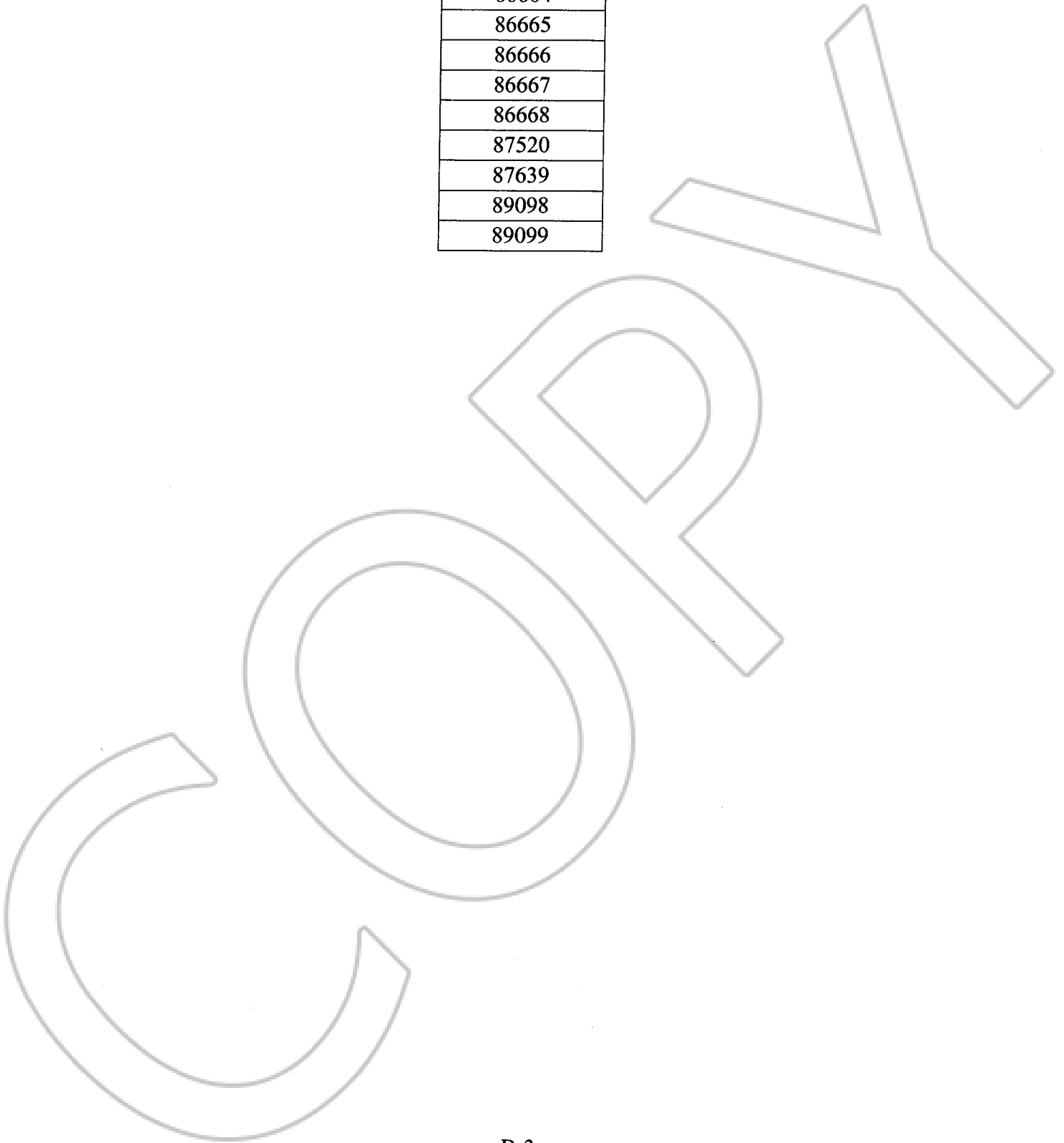
Commission Expires: 3/5/24

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

<b>Permit</b>
55139
55140
55141
55142
55143
55145
55146
55148
55149
55150
55151
55272
55272S01
55272S04
55272S05
55272S06
55272S07
55272S08
55272S09
55272S10
55272S11
55272S12
55272S13
55272S14
55272S15
55272S16
58354
58355
58470
58472
58473
57475

58545
58547
59860
59861
60786
61407
63127
69695
70987
70989
71690
71692
71693
71694
71695
78736
79874E
80117
80118
80705
80706
83532
83685
83686
83687
83688
83823
86343
86654
86655
86656
86657
86658
86659
86660
86661
86662
86663

86664
86665
86666
86667
86668
87520
87639
89098
89099



**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)  
 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'/Ind'l  
 g)  Agricultural      h)  Mobile Home  
 Other \_\_\_\_\_

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property \$ 10  
 Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_  
 Transfer Tax Value: \$ \_\_\_\_\_  
 Real Property Transfer Tax Due \$ 6

4. **If Exemption Claimed:**  
 a. Transfer Tax Exemption per NRS 375.090, Section 9  
 b. Explain Reason for Exemption: Company to Company

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 Agent - Grantor  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**  
 Print Name: Barrick Goldstrike Mines Inc  
 Address: 905 W 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: \_\_\_\_\_ Escrow #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_