Permit No. 77448

THE STATE OF NEVADA

PERMIT TO CHANGE POINT OF DIVERSION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED

Name of applicant:	**CHAD BLISS & ROSIE BLISS**
Source:	**UNDERGROUND**
Basin:	**DIAMOND VALLEY**
Manner of Use:	**MINING, MILLING AND DEWATERING**
Period of Use:	**January 1st to December 31st**
Priority Date:	**02/22/1965**

APPROVAL OF STATE ENGINEER

This is to certify that I have examined the foregoing application, and do hereby grant the same, subject to the following limitations and conditions:

This permit to change the point of diversion, place and manner of use of a portion of the waters of an underground source as heretofore granted under Permit 22449, Certificate 7888 is issued subject to the terms and conditions imposed in said Permit 22449, Certificate 7888 and with the understanding that no other rights on the source will be affected by the change proposed herein. The well shall be equipped with a 2-inch opening and a totalizing meter must be installed and maintained in the discharge pipeline near the point of diversion and accurate measurements must be kept of water placed to beneficial use. The totalizing meter must be installed before any use of the water begins or before the proof of completion of work is filed. If the well is flowing, a valve must be installed and maintained to prevent waste. This source is located within an area designated by the State Engineer pursuant to NRS 534.030.

Monthly records shall be kept of the amount of water pumped from this well and the records submitted to the State Engineer on an annual basis within 30 days after the end of each calendar year.

This permit does not extend the permittee the right of ingress and egress on public, private or corporate lands.

The well must be sealed with cement grout, concrete grout or neat cement from ground level to 100 feet.

The total combined duty of water under Permits 77447, 77448, 77449, 77450 and 77451 shall not exceed 600.80 acre-feet annually.

The total combined duty of water under Permits 72917, 72918, 73204, 73431, 73432, 74679, 75105, 75107, 77515 and 77516 (Ruby Hill water) shall not exceed 1,065.252 acre-feet annually.

This permit is issued under the preferred use provisions of NRS Chapter 534. The manner of use of water under this permit is by nature of its activity a temporary use and any application to change the manner of use granted under this permit will be subject to additional determination and evaluation with respect to the permanent effects on existing rights and the resource within the ground water basin.

The issuance of this temporary permit does not waive the requirements that the permit holder obtain other permits from State, Federal and local agencies, and is specifically issued contingent upon approval by the Nevada Division of Environmental Protection of the dewatering project.

(Continued on Page 2)

Monthly records shall be kept of the following and reported within 15 days after the end of each quarter:

A. The total volume of water pumped from each diversion in acre-feet.

B. The maximum flow rate from each diversion in cubic feet per second.

C. The pumping water level from each well in feet above mean sea level.

D. The volume of water consumptively used for mining and milling in acre-feet.

E. The amount of water diverted to the infiltration sites in acre-feet.

F. The amount of water diverted to other consumptive uses, if any, in acre-feet.

G. The amount of water lost through evaporation or other system losses project wide.

H. The status and flow rates of various surface water sources in the area that may be impacted by the dewatering.

The State Engineer retains the right to require additional monitoring. The permittee, on a schedule acceptable to the State Engineer, shall prepare and present an update on the activities of the mine and the monitoring on a periodic basis, but not less than once per year.

The State retains the right to regulate pumping from the dewatering project and/or any other groundwater withdrawals herein authorized to protect the public interest and to protect existing rights.

The point of diversion and place of use are as described on the submitted application to support this permit.

The amount of water to be appropriated shall be limited to the amount which can be applied to beneficial use, **and not to exceed 1.527 cubic feet per second or 362.8 acre-feet annually**.

Work must be prosecuted with reasonable diligence and proof of completion of work shall be filed on or before:	**April 27, 2010**
Water must be placed to beneficial use and proof of the application of water to beneficial use shall be filed on or before:	**April 27, 2014**
Map in support of proof of beneficial use shall be filed on or before:	**N/A**

IN TESTIMONY WHEREOF, I, TRACY TAYLOR, P.E.,

State Engineer of Nevada, have hereunto set my hand and the seal of my office, this 27th day of **April**, A.D. **2009**

K. L. Hall P.E.

State Engineer

Completion of work filed _____

Proof of beneficial use filed _____

Cultural map filed _____

Certificate No. _____ Issued _____

llb

Serial No. **77448**

AMENDED
APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED

THIS SPACE FOR OFFICE USE ONLY

Date of filing in State Engineer's Office OCT 0 3 2008

Returned to applicant for correction

Corrected application filed Map filed OCT 0 8 2008 under 7 7 4 4 2 T

The applicant **Homestake Mining Company of California**

P.O. Box 676 (Street and No. or P.O. Box No.) of **Eureka** (City or Town)

Nevada 89316 (State and Zip Code No.), hereby make_application for permission to change the

Point of Diversion, Place of Use, and Manner of Use of a portion

of water heretofore appropriated under, **Permit 22449, Certificate 7888**

Identify existing right by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.

1. The source of water is **Underground (Ruby Hill Mine)**
   Name of stream, lake, underground, spring or other sources.
2. The amount of water to be changed **1.527 cfs, 362.8 AFA**
   Second feet, acre-feet. One second foot equals 448.83 gallons per minute.
3. The water to be used for **Mining, Milling and Dewatering**
   Irrigation, power, mining, commercial, etc. If for stock state number and kind of animals. Must limit to one major use.
4. The water heretofore used for **Irrigation and Domestic**
   If for stock state number and kind of animals.
5. The water is to be diverted at the following point **SW¼ NW¼ Section 11, T. 19N., R. 53E., M.D.M. or at a**
   Describe as being within a 40-acre subdivision of public survey and by course and distance to a section corner. If on unsurveyed land, it should be stated.
   point from which the NE corner of said Section 11 bears N 57° 02' 55"E., a distance of 4,820 feet.
6. The existing point of diversion is located within **Lot 4 (NW¼ SE¼) Section 24, T. 20N., R. 53E., M.D.M., or**
   If point of diversion is not changed, do not answer.
   at a point from which the SE corner of the said Section 24 bears S 42° 51' E. a distance of 3,069 feet.

7. Proposed place of use **W½ Section 2, Section 3, E½ Section 4, NE¼ Section 9, Section 10,**
Describe by legal subdivisions. If for irrigation state number of acres to be irrigated.

W½ Section 11, NW¼ Section 14, and the N½ Section 15, all within T. 19N., R. 53E., M.D.M.

8. Existing place of use **NW¼ NE¼ Section 24 (40 Ac.); SW¼ NE¼ Section 24 (39.5 Acres shown as Crested**
Describe by legal subdivisions. If permit is for irrigation, state number of acres irrigated. If changing place of use and/or manner of use of irrigation
Wheat and Rye on the Cultural Map), Lot 4 (NW¼ SE¼Section 24 (4.5 Acres shown as alfalfa on the Cultural Map),
permit, describe acreage to be removed from irrigation.
Lot 5 (NE¼ SW¼) Section 24 (6.7 Acres shown as Alfalfa on the Cultural Map) all in T. 20 N., R. 53E., M.D.M.
Total acreage 90.7 Acres, shown on the Cultural Map filed under Permit 22449.

9. Use will be from **January 1** (Month and Day) to **December 31** (Month and Day) of each year.

10. Use permitted from **January 1** (Month and Day) to **December 31** (Month and Day) of each year.

11. Description of proposed works. (Under the provisions of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.) **Well, pump and motor, meter and pipeline to the**
State manner in which water is to be diverted, i.e. diversion structure, ditches,
Mine's existing water system.
pipes and flumes or drilled well, pump and motor, etc.

12. Estimated cost of works **In excess of $250,000.**

13. Estimated time required to construct works **3 Months**
If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use **5 Years**

15. Remarks: For use other than irrigation or stock watering, state number and type of units to be served or annual consumptive use.

This well is being drilled to supplement the existing well system for the Ruby Hill Mine dewatering needs. The water under this application is being leased from Chad and Rosie Bliss. A copy of the lease agreement is being filed with this application.

Please send copies of all correspondence to: Mr. Bob Brock, Barrick Gold U.S., Inc., 293 Spruce Road, Elko, NV 89801

775-883-1600
Phone No.

Bruce R. Scott, Resource Concepts, Inc.
Type or print name clearly

By
Signature, applicant or agent

340 North Minnesota Street
Street and No., or P.O. Box No.

Carson City, Nevada 89703
City, State, Zip Code No.

APPLICATION MUST BE SIGNED BY THE APPLICANT OR AGENT

$150 FILING FEE MUST ACCOMPANY APPLICATION

WATER RIGHT LEASE AGREEMENT

This Water Right Lease Agreement (the "Agreement") is made and entered into by and between Chad and Rosie Bliss, husband and wife ("Lessors"), whose address is PO Box 585, Eureka, NV 89316, and Homestake Mining Company of California, a California corporation ("Lessee").

RECITALS

A. Lessee is a mining corporation owning and operating the Ruby Hill Mine in Eureka County, Nevada (the "Ruby Hill Mine").

B. Lessee has certain water rights associated with the Ruby Hill Mine but desires to acquire additional water rights to ensure that it has sufficient water to meet all of its needs at the Ruby Hill Mine.

C. Lessors are the owners of Permit No.17226 (Certificate No. 6291), Permit No. 22449 (Certificate No. 7888), Permit No. 22450 (Certificate No. 7889) and Permit No. 28284 (Certificate No. 9808) (the "Water Rights") for irrigation of land located in the same groundwater basin as the Ruby Hill Mine.

D. Lessors are willing to lease the Water Rights to Lessee, and Lessee is willing to lease the Water Rights from Lessors, pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

1. The Leased Water.

1.1 Lessors represent that they are the owners of the Water Rights and that the Water Rights are valid existing water rights under Nevada law which entitle Lessors to Six Hundred Two and 8/10 (602.8) acre feet of water for irrigation and domestic purposes.

1.2 Subject to the terms and provisions of this Agreement, Lessors agree to lease to Lessee, Lessors' right title and interest in Six Hundred Two and 8/10 (602.8) acre feet of the Water Rights (the "Leased Water") and to reserve two (2) acre feet for Lessors' use from Permit No. 22449 (Certificate No. 7888).

2. Lease Term. Lessors agree to lease the Leased Water to Lessee for a period of ten (10) years from the effective date of this Agreement as provided for in paragraph 9 hereof (the "Lease Term").

3. Lease Payment.

3.1 Lessee agrees to pay Lessors an annual lease payment of Seventy-Five Hundred Dollars ($7,500) for the use of the Leased Water during the Lease Term as provided for in this Agreement (the "Lease Payments"). The Lease Payments shall be made as follows.

3.2 The first annual Lease Payment shall be paid within five (5) business days after the final approval of the initial change applications on the Leased Water as provided for in paragraph 6 below (the "Change Applications") become unappealable.

3.3 Lessee shall thereafter make annual Lease Payments of $7,500 each and every year on the anniversary date of the first annual Lease Payment.

3.4 In the event Lessee defaults on the annual Lease Payment, as provided for herein, Lessors shall be entitled to retain all payments previously paid and terminate this Agreement unless the default is cured within sixty (60) days of the date upon which Lessors give written notice to Lessee of any such default.

4. Extended Lease Term.

4.1 Lessee shall have the right, in its sole discretion, to extend the Lease Term for an additional ten years by giving Lessors 60 days' written notice prior to the expiration of the Lease Term of Lessee's decision to extend the Lease Term for the additional ten (10) years (the "Extended Lease Term").

4.2 In the event the Lessors extend this Lease for the Extended Lease Term, the amount of the Lease Payment for the Extended Lease Term shall be negotiated in good faith by Lessor and Lessee, provided, however, in no event shall the amount of the renegotiated Lease Payment be more than 200% of the Lease Payment set forth in paragraph 3.3 (the "Extended Lease Payments").

4.3 The payment schedule and terms for the Extended Lease Payments shall be the same as those for the Lease Payments as set forth in paragraph 3.

4.4 Notwithstanding the other provisions of this Paragraph 4, Lessor may by notice given within 60 days following receipt from Lessee of notice of its extension of the term hereof, elect to enter into exclusive negotiations with Lessee for the sale of the Water Rights and for the real property of Lessor to which such Water Rights are appurtenant. Lessor and Lessee shall negotiate in good faith for a period of not more than six (6) months from the date of Lessor's notice to reach an agreement whereby Lessee shall purchase the Water Rights and real property owned by Lessor. In the event Lessor and Lessee are not able to reach agreement for the purchase of the property and Water Rights within six (6) months then Lessor shall be free to market and sell the real property and Water Rights as Lessor, in its sole discretion, shall deem appropriate.

4.5 In the event that subsequent to the end of the Lease Term, the Lessor sells the real property and the Water Rights to a party other than Lessee, such sale shall be subject to the rights of Lessee hereunder.

5. Lease Termination. Subject to the provisions of paragraph 6.6 below, Lessee, in its sole discretion, shall have the right to terminate this Agreement and its leased interests in the Water Rights at any time during the Lease Term or the Extended Lease Term upon not less than twelve (12) months written notice to Lessors.

6. Change Application.

6.1 Lessee shall prepare Change Applications for Lessee's use of the Leased Water. Lessors shall cooperate and support Lessee's actions to secure approved Change Applications.

6.2 If at any time during the evaluation of the Change Applications by the State Engineer's office, the State Engineer initiates an evaluation of the Leased Water that is unsatisfactory to either the Lessors or the Lessee, the parties shall jointly consult with the State Engineer and if these matters cannot be resolved to their joint satisfaction either party, in its sole discretion, may terminate this Agreement and withdraw the Change Applications and neither party shall have any further obligation pursuant to this Agreement.

6.3 In the event the State Engineer issues a decision rejecting the Change Applications or approves them with conditions unacceptable to the parties, either party in its sole discretion may elect to withdraw the Change Applications and terminate this Agreement.

6.4 Lessee shall pay all costs and expenses, including attorneys and engineering fees incurred by Lessee, for all attorneys, engineers or other consultants retained by Lessee in connection with the preparation and filing of all Change Applications or in any administrative or judicial proceedings involving the approval of the Change Applications pursuant to this Agreement. Lessors shall bear any costs and expenses, including attorneys' fees, or fees charged by such engineers or other consultants retained specifically by Lessors, that they may incur relating to this Agreement and the Change Applications.

6.5 The parties shall jointly prepare and submit such extensions of time as may be required by the State Engineer on the Change Applications. If the State Engineer requires that proof on the Change Applications be submitted during the Lease Term or Extended Lease Term, the parties shall cooperatively prepare and submit proof of change.

6.6 Upon termination of the later of the Lease Term or the Extended Lease Term, the parties shall cooperate in filing change applications as may be required by the State Engineer to convert the Leased Water back to Lessors' prior use. In addition, should the State Engineer at the time of termination require metering of the leased water wells, lessee will provide to lessor the existing well meters or pay to install new meters.

7. Rights of Way and Easements. Lessee shall be solely responsible for obtaining such rights of way, easements and other permits or agreements as may be necessary to divert and place the Leased Water herein to beneficial use within Lessee's water system.

8. Notices. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered United States mail to the respective address of Lessors or Lessee as set forth below:

If sent to Lessee:

Homestake Mining Company of California
Ruby Hill Mine
P.O. Box 676
Eureka, NV 89316
Attn: Ruby Hill Mine, General Manager

with a copy to:

Barrick Gold of North America, Inc.
136 E. South Temple, Suite 1300
Salt Lake City, Utah 84111
Attn: Manager, Land Services

If sent to Lessors:

and to:

Chad Bliss
PO Box 585
Eureka, NV 89316

9. Effective Date of Agreement. This Agreement shall be effective when executed by all the parties.

10. Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto.

11. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Nevada.

12. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.

13. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

14. No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly provided herein. Either party may, by notice delivered in the manner provided in this Agreement, but shall not be under obligation to, waive any of its rights or any conditions to its obligations hereunder, or any covenant or duty of any other party. No waiver shall affect or alter the remainder of this Agreement, and each and every covenant, duty, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

15. Rights and Remedies. The parties shall have all rights and remedies provided under Nevada law for a breach or threatened breach of this Agreement, these rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies.

16. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

17. Authorization. Each individual executing this Agreement does thereby represent and warrant to each other so signing that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

18. Execution of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

LESSEE
HOMESTAKE MINING COMPANY
OF CALIFORNIA

Randy Buffington
Title: GM
Date: 4/21/2008

LESSORS

Chad Bliss
Date: 4-15-08

Rosie Bliss
Date: 4-15-08

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

This instrument was acknowledged before me on April 15, 2008 by Chad Bliss.

TASHA LIEBSACK
Notary Public, State of Nevada
Appointment No. 05948026
My Appt. Expires Feb. 25, 2009

Tasha Liebsack
Notary Public

My Commission Expires: 2-25-09

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

This instrument was acknowledged before me on April 15, 2008 by Rosie Bliss.

TASHA LIEBSACK
Notary Public, State of Nevada
Appointment No. 05948026
My Appt. Expires Feb. 25, 2009

Tasha Liebsack
Notary Public

My Commission Expires: 2-25-09

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

This instrument was acknowledged before me on April 21, 2008, by Randy Buffington as Mine General Manager of Homestake Mining Company.

SONJA S.
Notary Public, State of Nevada
Appointment No. 00-[illegible]106-8
My Appt. Expires Feb. 25, 2012

Sonja S. Sibert
Notary Public

My Commission Expires: Feb. 25, 2012