

005-570-15

DOC# 218747

10/06/2011 10:06AM

When recorded mail to:

Barrick Cortez Inc.
Attn: Jamie L. Jeter
136 E. South Temple, Suite 1800
Salt Lake City, UT 84111

Official Record

Requested by
STEWART TITLE ELKO
Eureka County - NV
Mike Rebalenti - Recorder
Page: 1 of 13 Fee: \$7,424.30
Recorded by FS RPTT: \$0.00
Book- 0524 Page- 0031

Mail tax statement to:

Barrick Cortez Inc.
Attn: Regional Land Department
136 E. South Temple, Suite 1800
Salt Lake City, UT 84111



0218747

Document prepared by:
John O'Brien
Snell & Wilmer L.L.P.
1200 Seventeenth St., Suite 1900
Denver, CO 80202-5854

The undersigned hereby affirms that this document submitted for recording
does not contain the social security number of any person or persons
pursuant to NRS 239B.030

104284-21

GRANT, BARGAIN AND SALE DEED
(Shirley Rother Bomhoff to Barrick Cortez Inc.)

THIS GRANT, BARGAIN AND SALE DEED is made this 4th day of
October, 2011, by and between SHIRLEY ROTHER BOMHOFF, formerly known
as Shirley A. Rother and who acquired title as Shirley A. Rother, a married woman
dealing with her sole and separate property, whose address is 503 Brandley Circle,
P.O. Box 472, Okarche, Oklahoma 73762 ("Seller") and BARRICK CORTEZ INC.,
a Delaware corporation having a place of business at 136 East South Temple Suite
1800, Salt Lake City, UT 84111 ("Purchaser").

WITNESSETH

THAT Seller for good and valuable consideration, the receipt and
sufficiency of which is hereby confessed and acknowledged, hereby grants,
bargains and sells unto Purchaser, its successors and assigns forever, all of their
right, title and interest in that certain real property described in Exhibit A attached

hereto and incorporated herein by this reference, subject to the reservations stated below (the "Property").

TO HAVE AND TO HOLD the Property, together with all existing buildings, improvements and fixtures; all easements, rights of way, and appurtenances, unto Purchaser, its successors and assigns forever, subject to: (i) taxes for the current fiscal year, not due or delinquent, and any and all taxes and assessments levied or assessed after the recording date hereof, which includes the lien of supplemental taxes, if any; (ii) restrictions, conditions, reservations, rights of way, easements and any other encumbrances affecting the Property as the same may now appear of record; (iii) water which will be conveyed by a separate deed of even date herewith; and (iv) the reservations stated below:

Seller hereby reserves: (1) all oil, gas and other hydrocarbon substances along with the rights to enter and occupy the Property for the purpose of enjoyment of this right; and (2) a production royalty on all other minerals produced from the Property and payable pursuant to Exhibit B attached hereto and regardless of where the vein or mining direction originated in the amount of two percent (2%) of Net Smelter Returns as defined in Exhibit B attached hereto and incorporated herein by this reference.

For the purposes of clarity Purchaser shall hereby acquire all mineral rights appurtenant to the Property excepting only oil, gas and other hydrocarbon substances and excepting a two percent (2%) of the Net Smelter Return as described in Exhibit B attached hereto.

The interests and rights reserved by Seller in this Grant, Bargain and Sale Deed shall be freely assignable by Seller and shall burden the Property and shall be binding on Purchaser's successors and assigns in the ownership of the Property.



IN WITNESS WHEREOF, Seller has executed this Grant, Bargain and Sale Deed as of the date first written above.

Shirley Rother Bombhoff
Shirley Rother Bombhoff f/k/a Shirley A. Rother

PURCHASER'S ACKNOWLEDGEMENT

By signing below, the undersigned Purchaser acknowledges and agrees to the reservation terms of this Deed set forth above.

BARRICK CORTEZ INC.

**SEE ATTACHED
FOR SIGNATURES**

By: _____

Its:

Shirley Rother Bombhoff Acknowledgement

STATE OF OKLAHOMA)
COUNTY OF Comanche) ss.

On September 29, 2011, before me, Darla Buck, a duly commissioned Notary Public for said State, personally appeared Shirley Rother Bombhoff, f/k/a Shirley A. Rother, personally known to me to be the person who executed the within instrument.

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.

Darla Buck, Oklahoma
Notary Public in and for said State
Residing at: 323 W. Toronto, Kingfisher Ok
My Commission Expires: March 25, 2012



IN WITNESS WHEREOF, Seller has executed this Grant Bargain and Sale Deed as of the date first written above.

SEE ATTACHED FOR SIGNATURES

Shirley Rother Bomhoff f/k/a Shirley A. Rother

PURCHASER'S ACKNOWLEDGEMENT

By signing below, the undersigned Purchaser acknowledges and agrees to the reservation terms of this Deed set forth above.

BARRICK CORTEZ INC.

By: 
Its: President

Shirley Rother Bomhoff Acknowledgement

STATE OF OKLAHOMA)
COUNTY OF _____) ss.

On _____, 2011, before me, _____, a duly commissioned Notary Public for said State, personally appeared Shirley Rother Bomhoff, f/k/a Shirley A. Rother, personally known to me to be the person who executed the within instrument.

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.

(Notarial Seal)

Notary Public in and for said State
Residing at: _____
My Commission Expires: _____

13941349.0



218747

Book: 524 10/06/2011
Page: 34 4 of 13

Barrick Cortez Acknowledgment

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On September 30, 2011, before me, Jamie L. Jeter, a duly commissioned Notary Public for said State, personally appeared Gregory A. Long, personally known to me to be the President of Barrick Cortez Inc., a Delaware corporation, and personally known to me to be the person who executed the within instrument and on said oath stated that (s)he was authorized to do so on behalf of said corporation.

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.



Jamie L. Jeter
Notary Public in and for said State
Residing at: Salt Lake City, UT
My Commission Expires: March 25, 2015

12741345.4



218747

Book: 524 10/09/2011
Page: 35 5 of 13

EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF EUREKA, STATE OF NEVADA:

PARCEL 6: (Eureka County)

TOWNSHIP 29 NORTH, RANGE 52 EAST M.D.B.&M.

Section 4: SW1/4; SE1/4NW1/4;

Section 5: SE1/4; SW1/4NE1/4; Lot 2;

Section 8: E1/2;

Section 9: W1/2;

EXCEPTING FROM Lot 2 of Section 5, Township 29 North, Range 52 East, M.D.B.&M., all petroleum, oil, natural gas and products derived therefrom, lying in and under said land as reserved by Southern Pacific Land Company in deed recorded March 9, 1950, in Book 24, Page 42, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM Lot 2 Section 5, Township 29 North, Range 52 East, M.D.B.&M., an undivided 1/2 interest in and to any and all other mineral rights owned or possessed by grantor as reserved by Eureka Livestock Company, et al, in deed recorded November 4, 1955, in Book 24, Page 480, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM Parcel 6 fifty percent (50%) in and to all oil, gas and mineral rights of whatever nature existing as a part of, upon, beneath the surface of or with said lands, including any oil and gas leases, rentals and/or royalties thereon as reserved by Dominick J. Pieretti, also known as Dominick Pieretti, and Tosca Sullivan, also known as Tosca P. Sullivan, a widow, in deed recorded May 23, 2001 in Book 341, Page 241, Official Records, Eureka County, Nevada



EXHIBIT B
Net Smelter Return Royalty
Definitions, Computations
and
Manner of Payment

1. Definitions

As used herein, the following terms will have the meanings assigned to them as follows:

"Gold Bullion" or "Silver Bullion" means gold bullion or silver bullion, as the case may be, refined to a form that meets good delivery standards in the London Bullion Market, or comparable terminal market.

"Net Smelter Return" means the following for the applicable calendar quarter:

- (a) For Gold Bullion and Silver Bullion, Net Smelter Return means the total amount of Revenue collected less Refining Costs and Taxes. It is agreed that the foregoing will control, notwithstanding any intervening transfer of any intermediate Product from Payor to any affiliate.
- (b) For any other Product not described in subsection (a) above, Net Smelter Return means the total amount of Revenue collected less Refining Costs, Delivery Costs and Taxes.
- (c) Payor will not deduct any other costs, including but not limited to the costs of mining, milling, leaching or any other on-site processing costs (other than Refining Costs) incurred by the Payor or its affiliates in the determination of Net Smelter Return. If smelting or refining is carried out in facilities owned or controlled, in whole or in part, by the Payor or its affiliates, then the Refining Costs will be the amount the Payor would have incurred if such smelting or refining were carried out at facilities not owned or controlled by the Payor then offering comparable services for comparable products on prevailing terms.
- (d) The profits and losses from any Trading Activities will not be included in any manner in the calculation of Net Smelter Return, whether the same is conducted by Payor or its affiliates and regardless of the Product.
- (e) For the purposes of calculating Net Smelter Returns, in no event shall the total amounts deducted from the Revenue exceed 2% of the Revenue plus the amounts of the Nevada Net Proceeds of Mines tax or any similar severance tax imposed by any governmental entity and withheld or paid by Payor.

13741345.4



218747

Book: 524 10/06/2011
Page: 37 of 13

"Payor" means the person or entity obligated to pay a Net Smelter Return royalty to the Royalty Holder.

"Products" means any ores, concentrates, precipitates, cathodes, leach solutions or any other primary, intermediate or final product or any other mineral substance (other than Gold Bullion and Silver Bullion) obtained from substances mined and removed from the Property.

"Refining Costs" means all costs and expenses of smelting and refining, including without limitation, all costs of assaying, sampling, custom-smelting and refining, all independent representative and umpire charges, and the costs of transporting the material from the Property to the refinery or smelter, as the case may be, including security costs.

"Revenue"

(a) For Precious Metals. Revenue, in the case of gold, silver, and platinum group metals ("Precious Metals"), shall be determined by multiplying (i) the gross number of troy ounces of Precious Metals recovered from production from the Property during the preceding calendar month ("Monthly Production") delivered to the smelter, refiner, processor, purchaser or other recipient of such production (collectively, "Payor"), by (ii) for gold, the average of the London Bullion Market Association, PM Fix, spot prices, expressed in United States Dollars, reported for that calendar month, and for all other Precious Metals, the average of the COMEX division of the New York Mercantile Exchange final spot prices reported for that calendar month for the particular Mineral for which the price is being determined (the "Applicable Spot Price").

(b) For Other Minerals. Revenue, in the case of all minerals other than Precious Metals ("Other Minerals"), shall be determined by multiplying (i) the gross amount of the particular Other Minerals contained in the Monthly Production delivered to the Payor during the preceding calendar month by (ii) the average of the COMEX division of the New York Mercantile Exchange final spot prices reported for that calendar month of the appropriate Other Minerals. If for any reason a pricing index referenced above does not or ceases to report applicable prices for Precious Metals or Other Minerals, then the Parties shall mutually agree upon an appropriate pricing entity or mechanism that is generally accepted in the industry and accurately reflects the market value of any such Precious Metals or Other Minerals.

"Royalty Holder" means the person or entity entitled to receive a Net Smelter Return royalty.

"Royalty Percentage" means 2.0%.

"Delivery Costs" means all costs and expenses incurred with, or in connection with, the transporting, insuring, stockpiling, warehousing, shipping and moving of any of the Products from the Property and the delivery of such Products to points of ultimate delivery to customers,

13761249..4



7
218747

Book: 524 10/06/2011
Page: 38 8 of 13

including without limitation, all transportation costs, insurance costs and expenses, shipping and delivery costs and commissions, storage charges, and the costs of any currency conversions.

"Taxes" means all imposts, royalties, duties, assessments, and taxes (other than income taxes) imposed upon or in connection with producing, smelting and transporting of the Products, by any federal, state or local governmental entity or subdivision thereof.

"Trading Activities" means any and all price hedging and price protection activities undertaken by Payor or its affiliates with respect to any Products or currency exchanges, including without limitation, any forward sale and/or purchase contracts, spot deferred contracts, option contracts, speculative purchases and sales of forward, futures and option contracts, both on and off commodity exchanges. Such Trading Activities, and the profits and losses generated thereby, will not, in any manner, be taken into account in the calculation of Revenues or royalties due to Royalty Holder, whether in connection with the determination of price, the date of sale, or the date any royalty payment is due. The Royalty Holder acknowledges that Payor and its affiliates engaging in Trading Activities may result in Payor and its affiliates realizing from time to time fewer or more profit for precious metals and other Products than does Royalty Holder, since Royalty Holder's royalty is established by the sales price of the physical commodity to be delivered. Similarly, Royalty Holder will not be obligated to share in any losses generated by any such Trading Activities with respect to any Gold Bullion and Silver Bullion or any other Products.

2. Calculation

The amount of the Royalty due to the Royalty Holder in any applicable calendar quarter will be the product of: (a) the sum of the Net Smelter Return for Gold Bullion and Silver Bullion for such calendar quarter, and (b) the Net Smelter Return for other Products for such calendar quarter, multiplied by (c) the Royalty Percentage.

3. Payment

The amount of Royalty due to the Royalty Holder will be paid in good funds at the place designated by Royalty Holder within 30 days after the end of the calendar quarter for the Net Smelter Return calculated for such calendar quarter.

4. Information

Payor will provide copies of all relevant data relating to the Royalty calculation (including, but not limited to, settlement sheets used in calculating Royalty payable and a full accounting of taxes) to the Royalty Holder at the same time that the Royalty Holder's Royalty payments are paid.

13741346.4

8



218747

Book: 524 10/08/2011
Page: 39 9 of 13

5. Accounting Principles

The calculation of Net Smelter Return will be made in accordance with generally accepted accounting principles and practices consistently applied by the Payor, using the accrual method.

6. Audit

The Royalty Holder, upon written notice, will have the right to have an independent firm of certified public accountants audit the records that relate to the calculation of the Royalty within 12 months after receipt of a Royalty payment pursuant to section 3 above. If such audit reveals an underpayment by 2% or more in a 12 month period of time, Payor shall reimburse Royalty Holder for the cost of the audit.

7. Disputes

The Royalty Holder will be deemed to have waived any right it may have had to object to a payment made for any calendar quarter unless it provides notice in writing of such objection within 24 months after receipt of final payment for the calendar quarter. If the parties are unable to resolve the dispute within 60 days after the receipt of such notice, the dispute will be resolved by arbitration pursuant to the then Commercial Arbitration Rules of the American Arbitration Association and the resolution pursuant to such arbitration will be binding on the parties. The place of arbitration shall be in Salt Lake City, Utah. Unless the parties agree to share the costs of arbitration, the arbitrator will determine what part of the costs and expenses incurred in any such proceeding will be borne by each party participating in the arbitration.

8. Records

Payor will keep accurate records of tonnage, volume of products, analyses of products, weight, moisture, assays of pay metal content and other records, as appropriate, related to the computation of Net Smelter Return hereunder and shall make those records available to Royalty Holder at Payor's expense.

9. Right to Inspect

The Royalty Holder or its authorized representative, on not less than 30 days' notice to the Payor, may enter upon all surface and subsurface portions of the Property for the purpose of inspecting the Property, all improvements thereto and operations thereon, and may, subject to the obligations of confidentiality described herein, inspect and copy all records and data pertaining to the computation of the Royalty, including without limitation such records and data which are maintained electronically. The Royalty Holder or its authorized representative will enter the Property at the Royalty Holder's own risk and may not unreasonably hinder operations on or pertaining to the Property. The Royalty Holder will indemnify and hold harmless the Payor and its affiliates (including without limitation direct and indirect parent companies), and its or their

13791315 4



218747

Book: 524 10/06/2011
Page: 40 10 of 13

respective directors, officers, shareholders, employees, agents and attorneys, from and against any liabilities which may be imposed upon, asserted against or incurred by any of them by reason of injury to the Royalty Holder or any of its agents or representatives caused by the Royalty Holder's exercise of its rights herein.

10. Real Property Interest

The Royalty will be a real property interest that runs with the Property and will be applicable to the Payor and its successors and assigns.

11. Confidentiality

All information and data provided to the Royalty Holder hereunder or obtained in connection herewith will be confidential; provided, however, that the Royalty Holder will have the right to disclose the same to its financial advisors and other representatives under an obligation of confidentiality. The obligation of confidentiality will not apply to any information that is in the public domain through no fault of the Royalty Holder, or which is required to be disclosed as a matter of law, provided that in such case the Royalty Holder notifies Payor of such required disclosure prior to disclosing same.

12. Commingling

The Payor will have the right to commingle ore, concentrates, minerals and other material mined and removed from the Property from which Products are to be produced, with ore, concentrates, minerals and other material mined and removed from other lands and properties; provided, however, that the Payor will calculate from representative samples the average grade thereof and other measures as are appropriate, and will weigh (or calculate by volume) the material before commingling. In obtaining representative samples, calculating the average grade of the ore and average recovery percentages, the Payor may use any procedures accepted in the mining and metallurgical industry which it believes suitable for the type of mining and processing activity being conducted and, in the absence of fraud, its choice of such procedures will be final and binding on the Royalty Holder. In addition, comparable procedures may be used by the Payor to apportion among the commingled materials all penalty and other charges and deductions, if any, imposed by the smelter, refiner, or purchaser of such material.

13. Change in Ownership of Right to Royalty

No change or division in the ownership of the Net Smelter Return Royalty payments, however accomplished, will enlarge the obligations or diminish the rights of Payor or its affiliates. Royalty Holder covenants that any change in ownership of the same will be accomplished in such a manner that Payor and its affiliates will be required to make payments and give notice to no more than one person, firm, corporation, or entity, and upon breach of this covenant, Payor and its affiliates may retain all payments otherwise due until the breach has been cured. No change or

13741348.1



division in the ownership of the same will be binding on Payor or its affiliates without delivery to them of a certified copy of the recorded instrument evidencing the change or division in ownership.

14. Lesser Interest

If Royalty Holder should own less than the entire ownership interest in the Property (even if a lesser interest is referred to herein), all royalties and other amounts payable to Royalty Holder shall be paid only in proportion to Royalty Holder's actual ownership. If the Mining Property or any part thereof should be subject to any prior royalty or interest in production other than those expressly reserved to Royalty Holder herein, Payor may deduct all costs and expenses it incurs by reason of such royalty or interest from amounts otherwise due Royalty Holder.

15. Assignment of Property

Payor and its affiliates will be free to convey, transfer, assign, abandon or encumber all or any portion of its interest in the Property. If Payor or its affiliates conveys, transfers, or assigns all or any portion of its interest in the Property it will require the party or parties acquiring such interest to assume in writing the obligations hereunder, and thereupon it will be relieved of all liability hereunder as to such interest in the Property, except for liabilities existing on the date of such conveyance, transfer, or assignment.

16. Non-commercial Activities

Notwithstanding anything to the contrary herein, the Payor will have the right to mine, remove and sell inconsequential amounts of precious metals or other minerals reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the minerals potential of the Property, and such will not be subject to the Royalty herein.

17. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and shall be treated in all respects as a Nevada contract without regard to the conflicts of law provisions thereof.

18. Notices

All notices, requests, demands, and other communications pertaining to or contemplated by this Agreement shall be addressed to the party to whom such communication is to be directed as follows:

If to Payor: Barrick Cortez Inc.
136 E. South Temple, Suite 1800
Salt Lake City, Utah 84111

13741345.0



11
218747

Book: 524 10/08/2011
Page: 42 12 of 13

Attn: Regional Land Department
Facsimile: (801) 366-9242

If to Royalty Holder: Shirley Rother Bomhoff
President
Shirley Rother Bomhoff
503 Brandley Circle
P.O. Box 472
Okarche, Oklahoma 73762

All notices shall be given (i) by personal delivery, (ii) by commercial courier, or (iii) by certified mail return receipt requested. All notices shall be effective and shall be deemed delivered on the date of delivery if delivered during normal business hours. If not delivered during normal business hours, delivery shall be deemed effective on the next business day following delivery. A party may change its address by notice to the other party.

13761348.4



12
218747

Book: 524 10/06/2011
Page: 43 13 of 18