

PREPARED BY:
Timothy M. Engel
May, Adam, Gerdes & Thompson LLP
PO Box 160
Pierre, SD 57501
(605) 224-8803

DEED

Homestake Mining Company of California, a California corporation having a place of business at 11457 Bobtail Gulch Road, Central City, South Dakota 57754 (“Homestake”), for \$600,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and transfer to the South Dakota Science and Technology Authority, a body corporate and politic of the State of South Dakota, having a place of business at 630 East Summit Street, Lead, South Dakota 57754 (“Grantee”) all of Homestake’s right, title and interest in and to those certain properties more particularly described as follows:

Tract F of the Yates Subdivision of the City of Lead, Lawrence County, South Dakota, as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2005-8217 and comprising 28.69 acres, more or less; and

Tramway Tract of the Gold Run Addition to the City of Lead, Lawrence County, South Dakota, as shown on the certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2005-4941 and comprising 4.70 acres, more or less (collectively “Property Real Estate”),

Commented [MM1]: Tim, I changed this to be consistent with the Option.

together with all easements, rights of way, rights of ingress and egress and other rights, privileges and franchises, incidental, appendant or appurtenant thereto, as well as all improvements, fixtures and other personal property located thereon and subject to all encumbrances, easements and reservations, whether or not of record.

Homestake makes no express or implied representations or warranties of any kind as to the physical condition of or title to the Property Real Estate or as to the suitability or fitness of the Property Real Estate for any use. Homestake makes no express or implied representations or warranties of any kind as to environmental matters on, concerning or related to the Property Real Estate.

Grantee has made an independent investigation of the title to the Property Real Estate, has physically inspected the Property Real Estate and has conducted all such

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| inspections, investigations and surveys of the ~~Property~~Real Estate as Grantee deems necessary or appropriate.

Except for the removal of asbestos from surface buildings in accordance with Section V(D) of the Amended and Restated Option Agreement between Seller and Purchaser, Purchaser does hereby acknowledge, represent, warrant and agree, to and with Seller, that (i) Purchaser is purchasing the Real Estate in an “AS IS, WHERE IS, AND WITH ALL FAULTS” condition with respect to any facts, circumstances, conditions and defects of all kinds, including, without limitation, any and all facts or circumstances that may give rise to any Environmental Claims as defined herein; (ii) Seller has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Purchaser for same; (iii) Seller is not making and has not made any warranty or representation with respect to the Real Estate as an inducement to Purchaser to purchase the Real Estate, or for any other purpose; and (iv) by reason of all of the foregoing, if Purchaser or its employees, officers, agents, or contractors undertake any environmental work on or related to the Real Estate, including, without limitation, any Phase I or Phase II Environmental Site Assessment or similar investigation, Purchaser shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect, any and all liabilities and obligations of any kind, character or nature whatsoever (whether arising or accruing prior to or on or after the Closing, known or unknown, accrued, absolute, contingent, determined, determinable or otherwise) pertaining to the physical and other conditions of the Real Estate and/or the operation of the Real Estate, including, without limitation, any and all Environmental Claims. “**Environmental Claim**” means any claim, action, suit, claim, investigation or other legal proceeding, alleging liability of whatever kind or nature (including liability or responsibility of Purchaser for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries (including death), medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (i) the presence, release, management, manufacture, use, containment, storage, discharge, reclamation, processing, disposal, transportation of, or exposure to, any hazardous substance or any other material, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or identified or classified as such or similarly under state or federal laws, orders, or permits; (ii) the presence, release, management, manufacture, use, containment, storage, discharge, reclamation, processing, disposal, transportation of, or exposure to, any petroleum or petroleum-derived products, radon, radioactive materials or wastes, lead or lead-containing materials, below-ground asbestos, urea formaldehyde foam insulation and polychlorinated biphenyls, or (iii) any actual or alleged non-compliance with any applicable state or federal law, governmental order, governmental permit, or binding agreement with any governmental authority relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface soil, material, rock, bedrock or strata).

~~As to the Real Estate, nothing in the Property Donation Agreement between and among Seller, the State of South Dakota and Purchaser, dated as of April 14, 2006, as amended, or elsewhere in the Amended and Restated Option Agreement dated _____ or this Deed to the contrary notwithstanding,~~ Purchaser shall have no obligation to indemnify, defend or hold Seller or any other person or entity —harmless against any claims, damages or losses paid or incurred by Seller or any other person or entity relating to the Real Estate; provided, however, that Purchaser shall indemnify, defend and hold Seller harmless from and against any claims,

