

EXHIBIT F

(to be signed with the Contract Documents)

RELEASE, AGREEMENT NOT TO SUE, AND WAIVER

THIS RELEASE, AGREEMENT NOT TO SUE and WAIVER is made and entered into this ____ day of _____ (month), ____ (year), by _____ (“Contractor”) in favor of the Homestake Indemnified Parties (as defined below).

RECITALS

1. Contractor has entered into an Agreement with the South Dakota Science and Technology Authority (the “Authority”) of even date herewith, (the “Agreement”) for certain work to be performed by the Contractor in the Underground Property (as defined below).

2. Pursuant to the terms of Section 6.10(b) of the Property Donation Agreement, as amended, the Agreement requires the Contractor to execute this Release, Agreement Not To Sue and Waiver. Contractor acknowledges that it has been provided an opportunity to review the terms of Section 6.10(b) of the Property Donation Agreement (as amended).

3. The Contractor acknowledges that the award of the Agreement to it by the Authority and the payment by the Authority of the sums to be paid to the Contractor pursuant to the Agreement constitute good and valuable consideration for the Contractor’s execution of this Release, Agreement Not to Sue and Waiver.

4. The Contractor is an experienced underground mining Contractor or has made itself familiar with the risks associated with working underground, and thus has knowledge of the risk of injury, death or damage to property (including, but not limited to, the risk of injury, death or damage to third persons) resulting from working or being present in the Underground Property. Without limiting the generality of the foregoing, the Contractor has read the *Acknowledgment of Risk* and the *Release, Agreement Not to Sue and Waiver*, and acknowledges knowledge of the risks described therein.

5. The Contractor has thoroughly and fully familiarized itself with the nature, general layout and operational history of the Mine (as defined below), and is thus familiar with the risk of injury, death or damage to property (including, but not limited to, the risk of injury, death or damage to third persons) presented by a mine of the size and nature, and with the extensive and lengthy operational history, of the Mine.

AGREEMENT

Based upon the foregoing Recitals, and for good and valuable consideration (including, but not limited to, the award of the Agreement), the receipt and sufficiency of which are hereby conclusively and irrevocably acknowledged by Contractor, Contractor agrees as follows:

A. Definitions.

1. “Homestake Indemnified Parties” means Barrick Gold Corporation; Homestake Mining Company of California; any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by or is under common control with Barrick Gold

Corporation and/or Homestake Mining Company of California; any person visiting the surface or underground property at the request or with the authorization of any of the foregoing; and any contractor, subcontractor, director, officer, employee, agent, consultant or subconsultant or any other person or entity that Barrick Gold Corporation, Homestake Mining Company of California or any of their representatives invites on, allows or authorizes to use the surface property or the underground property and each of their agents, representatives, consultants, lessees, licensees and invitees.

2. "Homestake Indemnified Party" means one of the Homestake Indemnified Parties.
3. "Mine" means the former Homestake Gold Mine in and near Lead, Lawrence County, South Dakota.
4. "Property Donation Agreement" or "PDA" means the Property Donation Agreement Between and Among Homestake Mining Company of California, the State of South Dakota and the South Dakota Science and Technology Authority, dated as of April 14, 2006, as amended effective September 17, 2009.
5. "Underground Property" means any property at the Mine owned by the Authority which is beneath the surface.

B. Release

1. Contractor hereby voluntarily, freely, irrevocably and unconditionally **releases, and agrees not to sue** the Homestake Indemnified Parties, or any of them, for any damage to health, personal injury, death and/or damage to property of the Contractor or any of its officers, directors, employees, agents, representatives, consultants, licensees and invitees in any way associated with Contractor's entry, presence or activities upon, in or around any surface property owned by the Authority and/or the Underground Property, and Contractor hereby **waives** any such claims.

2. This release, agreement not to sue and waiver includes any and all claims Contractor, its officers, directors, employees, agents and consultants, or any of its or their heirs, representatives, successors or assigns may have as a result of any damage to health, personal injury or death and/or damage to property, including incidental and consequential damages and loss of income, support and companionship.

3. This release, agreement not to sue and waiver is intended to be construed as broadly as possible so as to give the Homestake Indemnified Parties the maximum protection allowed by applicable law and as required by Section 6.10(b) of the PDA.

4. This Release, Agreement Not to Sue and Waiver shall not be amended or modified except in writing, signed by the Contractor and an authorized representative of the Homestake Indemnified Parties.

5. This Release, Agreement Not to Sue and Wavier shall be binding upon the Contractor and inure to the benefit of the Homestake Indemnified Parties and their respective successors and permitted assigns, provided that Contractor shall not assign this Agreement or any rights herein without the prior written consent of the Homestake Indemnified Parties. Any purported assignment in the absence of such written consent shall be void.

6. The invalidity or unenforceability of any provision of this Release, Agreement Not to Sue and Waiver shall not affect the validity or enforceability of any other provision hereof, each of which shall remain in full force and effect.

7. The failure of Contractor or any of the Homestake Indemnified Parties to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or covenants hereof shall not be construed as a waiver or relinquishment for the future of such term, condition or covenant. No waiver, change, modification or discharge by the Contractor or any of the Homestake Indemnified Parties of any provision hereof shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Contractor and an authorized representative of the Homestake Indemnified Parties.

8. All notices, consents, requests and approvals, any notice of change in address for the purpose of this paragraph, and other communications provided for or required herein, shall be given (a) by personal delivery; (b) by electronic communication, with a confirmation sent by registered or certified mail, return receipt requested; (c) by registered or certified mail, return receipt requested; or (d) by reputable express courier. All notices, consents, requests and approvals, any notice of change in address for the purpose of this Section, and other communications provided for or required herein, shall be effective and shall be deemed delivered on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery:

(a) If to the Contractor:

Name, Title: _____
Company: _____
Address: _____
City, State ZIPCODE: _____

(b) If to Homestake:

Homestake Mining Co.
ATTN: Closure Manager
11457 Bobtail Gulch St.
Central City, SD 57754

A true and correct copy of any notice, consent, request and approval, and of any notice of change in address for the purpose of this paragraph shall also be provided to the Authority at the following addresses:

South Dakota Science and Technology Authority
630 East Summit
Lead, South Dakota 57754-1700
Attention: Michael Headley, Executive Director

with a copy to:

Timothy M. Engel
May, Adam, Gerdes & Thompson LLP
503 South Pierre Street
P.O. Box 160
Pierre, South Dakota 57501

9. This Release, Agreement Not to Sue and Waiver shall be governed by and construed according to the internal laws of the State of South Dakota, without regard to conflicts of law principles. Any action, suit or proceeding arising out of or related to this Agreement shall be brought in the state courts of the State of South Dakota.

10. Time is of the essence in the performance of the covenants, terms and conditions of this Release, Agreement Not to Sue and Waiver.

11. All Exhibits referred to herein are hereby incorporated herein by reference.

12. All of the terms and provisions of this Release, Agreement Not to Sue and Waiver shall survive termination or completion of the terms of the Agreement.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

By _____
Name, Title

ATTEST:

By _____
Its _____