

110749

Deposited in the office of the County Clerk of Nevada
this 13th day of August 1987
John E. Courtney
Vice-President of Nevada King Company

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Nevada King Company, formerly known as Nevada King Copper Company and Copper King Company, a Nevada corporation of 100 Erieview Plaza, 36th Floor, Cleveland, Ohio 44114, in consideration of One Dollar (\$1.00) and other valuable considerations paid by Newmont Gold Company, a Delaware corporation of 200 West Sky Desert Road, Tucson, Arizona 85704, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell, and convey unto the said Newmont Gold Company, its successors and assigns forever, those certain patented mining claims located in the Maggie Creek Mining District, County of Eureka, State of Nevada, as more fully described on Exhibit "A" attached hereto and made a part hereof; subject to all easements, rights-of-way, reservations, restrictions, and encumbrances of record.

Nevada King Company expressly reserves a production royalty on all minerals produced and sold from the premises equal to eight percent (8%) of net smelter returns, as defined on the attached Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the aforegranted and bargained premises unto the said Newmont Gold Company, its successors and assigns and its and their use and behoof forever.

And does covenant with the said Newmont Gold Company, its successors and assigns, that it is lawfully seized in fee of the premises that they are free of all encumbrances; that it has good right to sell and convey the same to the said Newmont Gold Company to hold as aforesaid; and that it and its successors and assigns will Warrant and Defend the same to the said Newmont Gold Company, its successors and assigns forever, against the lawful claims and demands of all persons, claiming by, through or under it.

IN WITNESS WHEREOF, the said Nevada King Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by J. E. Courtney, its Vice President thereunto duly authorized, this 13 day of August, 1987.

WITNESSES

NEVADA KING COMPANY

Robert A. [Signature]

J. E. Courtney
Vice-President

BR

Cheryl M. Mack

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me, this 13 day of August, 1987, by J. E. Courtney, Vice President of Nevada King Company, a Nevada corporation, on behalf of said corporation.

Cheryl M. Mack
Notary Public

This instrument was prepared by Robert J. Reas, Jr. 100 Erieview Plaza, 36th Floor Cleveland, Ohio 44114

CHERYL M. MACK, Notary Public
State of Ohio
My commission expires June 24, 1992



(9D)

EXHIBIT A

The Good Hope No. 3, Good Hope No. 4, Good Hope No. 5, Good Hope No. 6 and Good Hope No. 7 Lode Mining Claims, designated by the Surveyor General as Survey No. 3647A, embracing a portion of Township 34 North, and of Section 27, Township 34 North, Range 51 East, M.D.B.&M., in the Maggie Creek Mining District as described in Patent No. 423892, executed by the United States of America, recorded November 12, 1914, in Book 18, Page 24, Deed Records, Eureka County, Nevada.

The Copper King No. 1, Copper King No. 2 and Copper King No. 5 Lode Mining Claims, designated by the Surveyor General as Survey No. 4471, embracing a portion of Sections 27 and 28 in Township 34 North, Range 51 East, M.D.B.&M., in the Maggie Creek Mining District as described in Patent No. 874294, executed by the United States of America, recorded April 14, 1923, in Book 19, Page 410, Deed Records, Eureka County, Nevada.

EXHIBIT B

Newmont shall pay to Nevada King a production royalty of eight percent (8%) of net smelter returns for all ores, concentrates, minerals, metals or other products provided and sold from the Property. Net smelter returns shall be calculated for each calendar month in which net smelter returns are realized, and such royalty payments as are due Nevada King hereunder shall be made within thirty (30) days following the end of the calendar month in which the net smelter returns were realized. Such payments shall be accompanied by a statement summarizing the computation of net smelter returns.

Monthly royalty payments will be provisional and subject to adjustment at the end of each accounting year.

The term "net smelter returns" as used herein shall mean the net proceeds received by Newmont from the sale of minerals from the Property after deductions for all of the following:

- (i) All smelting costs, treatment charges and penalties including, but without being limited to, metal losses, penalties for impurities and charges or deductions for refining, selling, and transportation from smelter to mint or refinery and from mint or refinery to market; provided, however, in the case of leaching operations, all processing and recovery costs incurred by Newmont beyond the point at which the metal being treated is in solution shall be considered as treatment charges (it being agreed and understood, however, that such processing and recovery costs shall not include the cost of mining, crushing, dump preparation, distribution of leach solutions or other mining and preparation costs up to the point at which the metal goes into solution); and
- (ii) Cost of transporting mineral product from the Property to a smelter, mint or other place of treatment.

EXHIBIT B - Page 2

All rents and royalties payable hereunder may be made by Newmont's check, and delivery thereof shall be deemed completed on the mailing thereof to Nevada King.

Nevada King shall have the right to inspect and audit Newmont's records of all ores, concentrates, minerals, metals or other products removed and sold from the Property, all expenses and deductions taken into account in determining the production royalties due Nevada King, and all calculations of the royalty payments made to Nevada King at mutually acceptable times. Nevada King shall be deemed to have waived any right it may have had to object to any royalty settlement made by Newmont or to the reasonableness of any deductions taken by Newmont in making such royalty settlements, unless Nevada King notifies Newmont in writing of such objection within 60 days after Nevada King's receipt of the disputed royalties.

RECORDED AT THE REQUEST OF
Procter Title Company
BOOK 161 PAGE 515

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OFFICIAL RECORDS
CLERK OF COUNTY OF NEVADA
M.M. REGALL
FILE NO. 110749
FEE \$ 7.00

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