

When recorded, mail to:

Bible, Hoy, Miller, Trachok  
6 Wadhams  
Attention: John C. Miller, Esq.  
Blohm Building - Suite 201  
Elko, NV 89801

131015

DEED OF TRUST

THIS DEED OF TRUST, made this 5 day of January, <sup>1990</sup>~~1989~~,  
by and between JULIAN TOMERA RANCHES, INC., STONE HOUSE DIVISION,  
a Nevada corporation, as Trustor, and FRONTIER TITLE COMPANY, as  
Trustee, and NEWMONT EXPLORATION LIMITED, a Delaware corporation,  
as Beneficiary. (It is distinctly understood that the words  
"Trustor and "Beneficiary" and the word "his" referring to the  
Trustor or Beneficiary, as herein used, are intended to and do  
include the masculine, feminine and neuter genders and the singular  
and plural numbers, as indicated by the context.)

W I T N E S S E T H:

That said Trustor hereby grants, conveys and confirms unto  
said Trustee in trust with power of sale, the following described  
real property situate in the County of Eureka, State of Nevada,  
to-wit:

(INSERT DESCRIPTION)

TOGETHER WITH, all and singular, the tenements, hereditaments  
and appurtenances thereunto belonging or anywise appertaining,  
and the reversion and reversions, remainder and remainders,  
rents, issues and profits thereof, and also all the estate,  
right, title and interest, homestead or other claim or demand,  
as well in law as in equity, which the Trustor now has or may  
hereafter acquire, or, in or to the said premises or any part  
thereof, with the appurtenances.

SUBJECT TO any and all exceptions, reservations, restrictions,  
restrictive covenants, assessments, easements, rights, and  
rights of way of record.

1.

BOOK 206 PAGE 564

EV 131015-14

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed:

As security for the payment of:

A. ONE MILLION DOLLARS (\$1,000,000.00) in lawful money of

2.

BOOK 206 PAGE 565

the United States of America, without interest thereon, in like money, and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; and

B. Such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above-described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants: Nos. 1, 2 (\$300,000.00 amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7

3.

BOOK 206 PAGE 566



(reasonable counsel fees) and 8 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another Trustee in place and stead of Trustee herein named; and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference, and in accordance with N.R.S. 40.451 through 40.459.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessment are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

EIGHTH: In the event that Trustor, or any successor in interest to Trustor, shall sell, transfer or convey, or contract to sell, transfer or convey the property or any portion thereof, or any interest therein, then at the sole option of the Beneficiary, the obligation(s) secured by this Deed of Trust shall forthwith become due and payable even though the time of maturity as expressed therein may not have arrived, except that the Trustor may assign its interest in the property to another party with the prior written consent of the Beneficiary, which consent will not be unreasonably withheld.

NINTH: All the provision of this instrument shall inure to, apply and bind the legal representatives, successors and assigns of each party hereto, respectively.

TENTH: In the event of a default in the performance or payment under this Deed of Trust has been executed, any notice given under N.R.S. 107.080 shall be given by registered letter to the Trustor(s) at the address herein:

Julian Tomera Ranches, Inc., Stone House Div.  
Attention: Thomas Tomera  
Pine Valley  
Carlin, NV 89822

and such notice shall be binding upon the Trustor(s),  
Assignee(s) or Grantee(s) from the Trustor(s).

ELEVENTH: It is expressly agreed that the trusts created hereby  
are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents  
the day and year first above written.

JULIAN TOMERA RANCHES, INC.,  
STONE HOUSE DIVISION, a Nevada corp.

BY: Thomas J. Tomera

TITLE: President

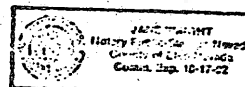
ATTEST:

BY: Patsy Sue Tomera  
PATSY SUE TOMERA, Secretary

STATE OF Nevada )  
COUNTY OF Clark ) SS.

On January 2, 1990, personally appeared before  
me, a Notary Public, Thomas J. Tomera, known to me to be the  
person whose name is subscribed above, a duly qualified and acting  
officer of Julian Tomera Ranches, Inc. Stone House Division, a  
Nevada corporation, who acknowledged to me that he executed the  
foregoing instrument in that capacity.  
\* Patsy Sue Tomera

Joe White  
NOTARY PUBLIC



5.  
BOOK 206 PAGE 568

FRONTIER TITLE COMPANY  
PRELIMINARY TITLE REPORT

Legal Description Continued

All that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

PARCEL 1:

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 11: All  
Section 13: All

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 9: SE1/4 NE1/4  
Section 17: All  
Section 19: All  
Section 21: All  
Section 23: All  
Section 25: All  
Section 27: All  
Section 29: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 19: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 29: S1/2 NE1/4; S1/2 SE1/4; W1/2

EXCEPTING THEREFROM all petroleum, oil, natural gas, and products derived therefrom, lying in or 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 THEREFROM an undivided one-half interest in and to any and all other mineral rights lying in or under said land as reserved by Oscar Rudnick, et al, in deeds recorded November 4, 1955 in Book 24, Page 471, and November 12, 1957 in Book 25, Page 188, Deed Records, Eureka County, Nevada.

PARCEL 2:

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Page 2

BOOK 206 PAGE 569

Exhibit "A"



FRONTIER TITLE COMPANY  
PRELIMINARY TITLE REPORT

Legal Description Continued

Section 14: NE1/4 NW1/4; NE1/4 SE1/4; N1/2 NE1/4; SE1/4 NE1/4  
Section 24: NE1/4; NE1/4 NW1/4; NE1/4 SE1/4

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 16: All  
Section 18: All  
Section 20: N1/2 NE1/4; SE1/4 NE1/4; NW1/4; S1/2

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 30: Lots 1, 3, 4, NE1/4 NW1/4

EXCEPTING THEREFROM all minerals lying in and under said land  
as reserved by the United States of America in Patent,  
recorded November 23, 1964 in Book 6, Page 258, Official  
Records, Eureka County, Nevada.

PARCEL 3:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 22: All  
Section 24: All  
Section 26: All  
Section 28: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 20: NW1/4 NE1/4; N1/2 NW1/4; SW1/4 NW1/4; W1/2 SW1/4

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 30: All

EXCEPTING THEREFROM all uranium, thorium or any other material  
which is or may be determined to be peculiarly essential to  
the production of fissionable materials lying in or under said  
land as reserved by the United States of America in Patent  
recorded January 11, 1951 in Book 24, Page 112, Deed Records,  
Eureka County, Nevada.

PARCEL 4: -

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Page 3

BOOK 206 PAGE 570

Exhibit "A"

FRONTIER TITLE COMPANY  
PRELIMINARY TITLE REPORT

Legal Description Continued

Section 10 & 15: Portions of as follows:

A triangular tract of land beginning at the SE corner of Section 15 as Corner Number 1, the point of beginning,

THENCE along the South line of said Section 15 NORTH 89°58' WEST 8318.64 feet to Corner Number 2, the SW corner of said Section 15,

THENCE along the line between Section 15 & 16 North 1072.50 feet to Corner Number 3, the SW corner of Section 10,

THENCE along the line between Sections 9 & 10, NORTH 00°23' WEST 2565.42 feet to Corner Number 4, the W<sup>1</sup> corner of said Section 10,

THENCE SOUTH 66°23'42" EAST 9096.97 feet to Corner Number 1, the point of beginning.

EXCEPTING FROM that portion of said land lying in Section 15, all petroleum, oil, natural gas and products derived therefrom, lying in or under said land as reserved by Southern Pacific Land Company, in deeds recorded March 9, 1950 in Book 24, Page 42, Deed Records, Eureka County, Nevada.

EXCEPTING FROM that portion of said land lying in Section 10, all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials lying in or under said land as reserved by the United States of America in Patent recorded January 11, 1951 in Book 24, Page 112, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM that portion of said land lying in Section 15, an undivided one-half interest in and to any and all other mineral rights lying in or under said land as reserved by Oscar Rudnick, et al, in deed recorded November 4, 1955 in Book 24, Page 478, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM said land all mineral rights, oil or gas lying in or under said land as reserved by Battista Tomera, Jr., and George Tomera in deed recorded February 27, 1979 in Book 69, Page 254, Official Records, Eureka County, Nevada.



FRONTIER TITLE COMPANY  
PRELIMINARY TITLE REPORT

RECORDED AT THE REQUEST OF  
BOOK 206 PAGE 564

Frontier Title Co.  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
PLN. REBAL. RECORDER  
FILE NO. REC 3-3-02

131015

Legal Description Continued

PARCEL 5:

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 14: SW1/4 NE1/4

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 20: SW1/4 NE1/4

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 16: SW1/4; SE1/4 NW1/4

Section 20: NE1/4 NE1/4; S1/2 NE1/4; SE1/4 NW1/4; SE1/4;  
E1/2 SW1/4

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 21: NW1/4; W1/2 SW1/4

Section 28: S1/2 S1/2

EXCEPTING THEREFROM that certain parcel of land located in the  
SW1/4 SW1/4 of Section 28, TOWNSHIP 30 NORTH, RANGE 52 EAST,  
M.D.B. & M. more particularly described as follows:

Commencing at Corner Number 1, the NW fence corner of an  
existing cemetery, from which the SW corner of said Section 28  
(being an accepted fence corner) bears SOUTH 19°57'41" WEST  
1380.98 feet,

THENCE NORTH 88°08'15" EAST 305.08 feet to a point  
on the Westerly right of way of State Route 278 being Corner  
Number 2,

THENCE SOUTH 05°56'53" EAST 273.54 feet along the  
said Westerly right of way of State Route 278 to Corner Number  
3,

THENCE SOUTH 88°08'15" WEST 333.6 feet to Corner  
Number 4,

THENCE NORTH 00°02'21" EAST 273.00 feet to Corner  
Number 1, the point of beginning.

Section 29: N1/2 NE1/4; N1/2 SE1/4