

BILL OF SALE AND NOTICE OF SEVERANCE

Dated September 30, 1994

between

NEWMONT GOLD COMPANY

Seller

and

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION

not in its individual capacity, but solely as
Owner Trustee under a Trust Agreement,
dated as of July 15, 1994, with
Philip Morris Capital Corporation, as Owner Participant

NEWMONT GOLD ORE TREATMENT FACILITY

TRUST No. 1

0000799S.W51

THIS BILL OF SALE AND NOTICE OF SEVERANCE, dated September 30, 1994 (*Bill of Sale*), between NEWMONT GOLD COMPANY, a Delaware corporation (the *Seller*), and SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association whose mailing address is 777 Main Street, Hartford, CT 06115, not in its individual capacity, but solely as trustee under Trust Agreement No. 1 dated as of July 15, 1994 with Philip Morris Capital Corporation, a Delaware corporation (the *Buyer*).

W I T N E S S E T H :

WHEREAS, the Seller desires to sell, and the Buyer desires to purchase, the Undivided Interest for and in consideration of the amounts paid by the Buyer to the Seller pursuant to that certain Participation Agreement dated as of July 15, 1994 (the *Participation Agreement*), among Philip Morris Capital Corporation, as Owner Participant, the Buyer, as Owner Trustee, The First National Bank of Chicago, as Pass Through Trustee and as Indenture Trustee, and the Seller; and

WHEREAS, all capitalized terms used herein and not otherwise defined herein have the meanings set forth in Appendix A to the Participation Agreement.

NOW, THEREFORE, in consideration of the premises, and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Severance of Fixtures.* The Seller and Buyer do hereby agree that all of those certain assets described in Attachment 1 hereto and which comprise the refractory gold ore treatment facility and which are located upon the real property described in Attachment 2 hereto are and shall remain personal property, and that the Facility when completed shall not become a fixture appurtenant to the land described in Attachment 2, and to the extent that such personal property may be considered a fixture, any such fixture is hereby severed.

SECTION 2. *Sale of Undivided Interest.* The Seller does hereby SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER unto the Buyer, its successors and assigns, an undivided seventy-five percent (75%) ownership interest in and to the refractory gold ore treatment facility described in Attachment 1 hereto (the *Facility*), and all the Seller's right, title and interest therein, including the assets described in

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Attachment 1 hereto and located on the real property described in Attachment 2 hereto;
TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns,
FOREVER.

SECTION 3. Seller's Warranty. The Seller DOES HEREBY
COVENANT AND WARRANT that it is the true and lawful owner of the Facility and
has good and marketable title to the Facility and good and lawful right to transfer an
undivided ownership interest in the Facility, the percentage of which shall be equal to
the Lessor's Share, that title to the Facility is free and clear of all claims, liens, security
interests and encumbrances of any nature, and that the Seller will forever fully warrant
and defend such title against the claims of all persons and entities.

SECTION 4. Severance of Title from Real Property. The parties hereto
understand and agree that the Facility is and will remain personal property, and is not
an accession to the real property described in Attachment 2, the title thereto being
hereby severed and conveyed separate and distinct from the title to such real property
(with this instrument to be effective as a conveyance to the extent necessary to
accomplish such severance of title and the conveyance of the undivided interest therein
as provided in Section 1 above), and title to the Facility shall not, except as specifically
contemplated by the Transaction Documents, be affected in any way by any instrument
dealing with such real property (or easements granted or assigned to the Buyer pursuant
to the Ground Lease and Easement) or any part thereof.

SECTION 5. Purchase for Investment. The Buyer hereby represents
and warrants to the Seller that the Buyer is purchasing the undivided ownership interest
in the Facility for investment and not with any present intention to resell such undivided
ownership interest, provided that the disposition by the Buyer of the undivided interests
in the Facility shall at all times be within its control.

SECTION 6. Governing Law. The interpretation of this Bill of Sale and
the rights and obligations of the parties hereto shall be governed by and construed and
enforced in accordance with the laws of the State of New York.

SECTION 7. Counterparts. This Bill of Sale may be executed by the
parties hereto in separate counterparts, each of which when so executed and delivered
shall be an original, but all such counterparts shall together constitute but one and the
same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Bill of Sale this 20th day of September, 1994, in New York, New York.

NEWMONT GOLD COMPANY

By Patricia A. Flanagan
Treasurer

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, but solely
as Owner Trustee under a Trust
Agreement dated as of July 15, 1994
with Philip Morris Capital Corporation

By James A. Flanagan
Title: Assistant Vice President

COUNTY OF NEW YORK)

) SS.:

) STATE OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of September, 1994, within my jurisdiction, the within named Patricia A. Flanagan, who acknowledged that she is the Treasurer of NEWMONT GOLD COMPANY, and acknowledged the foregoing to be his act and deed in said capacity and the free act and deed of said corporation.

Melissa J. Marasigan

My Commission Expires:
MELISSA J. MARASIGAN
Notary Public, State of New York
No. 31-5030506
Qualified in New York County
Commission Expires July 18, 1996

SEAL
Affixed

STATE OF NEW YORK)
COUNTY OF NEW YORK)
ss.:)

Personally appeared before me, the undersigned

authority in and for the said County and State, on this

28th day of September, 1994, within my jurisdiction, the

within named Robert L. Reynolds, who acknowledged that he

is the Assistant Vice President of SHAWMUT BANK

CONNECTICUT, NATIONAL ASSOCIATION, a national banking

association, and acknowledged the foregoing to be his act

and deed in said capacity and the free act and deed of said

corporation.



My Commission Expires:

MELISSA J. MARASIGAN

(Notary Public, State of New York

No. 31-5030506

Qualified in New York County

Commission Expires July 18, 1996

LIST OF ASSETS

The Facility consists of the structures, machinery and equipment which together make up an integrated refractory gold ore treatment process facility. The principal components of the Facility are (1) a primary and secondary crushing circuit composed of, among other things, a jaw crusher, a high-angle conveyor, a screen and standard cone crusher, a radial stacker, reclaim feeders and a lime bin, (2) a dry grinding circuit composed of, among other things, a natural gas-fired burner, a double rotor grinding unit with an integral drying chamber, primary and secondary air classifiers, a fine ore bin, a bucket elevator and two baghouse clusters, (3) a roasting circuit consisting of two parallel trains each with a day feed bin, a circulating fluid bed preheater circuit and baghouse, an SO₂ scrubber, a circulating fluid bed roaster, two four-stage calcine coolers and two calcine quench tanks, (4) a thickening, cooling and CIL/CIP circuit, consisting of, among other things, six CIL tanks, 5 CIP tanks, a neutralization tank and related pumps, piping and compressors, (5) a gas cooling and cleaning circuit consisting of, among other things, a washing tower, two gas coolers, a fluorine removal tower and electrostatic precipitators, (6) a sulfuric acid plant consisting of, among other things, a drying tower, heat exchangers, a multiple bed converter vessel, intermediate and final absorption towers, a scrubber, a filter and sulfuric acid tanks and (7) related conveyor systems, pollution control equipment, emission stacks, cooling tower, a propane back-up system, water and acid pipelines and storage tanks.

Set forth below is a more detailed list of the assets comprising the Facility each of which is located on the process plot plan of the site on which the Facility is located near Carlin, Nevada, a reduced copy of which is attached hereto as Annex I. Each number on the attached plot corresponds to the number next to the asset set forth below.

1. Secondary Crushing Facility G.A.
2. Secondary Crushing Electrical Equipment Room
3. High Angle Conveyor
4. Primary Jaw Crusher

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5. [Intentionally left blank]
6. 300-TK-02 Lime storage Tank
7. Lime Slaking
8. [Intentionally left blank]
9. [Intentionally left blank]
10. 300-TK-03 Quench Thickener
11. [Intentionally left blank]
12. Equipment and improvements relating to Quench Water Cooling Pond
13. [Intentionally left blank]
14. Sludge Tank
15. Quench Water Pumps
16. Cooling Pond Transformer and MCC
17. Neutralization Feed Tank
18. Thickener Feed Tank Electrical Room
19. Equipment and improvements relating to Spill Pond
20. Equipment and improvements relating to Storm Pond
21. Double Rotator Mill Feed Conveyor
22. Five CIL TANKS
23. Six Propane Tanks

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24. [Intentionally left blank]

25. Grinding Electrical Equipment Room

26. Equipment and improvements relating to Grinding Transformer Yard

27. Methanol Tank

28. Grinding Building G.A.

29. [Intentionally left blank]

30. Grinding/Roasting Facility Control Room

31. Motor Control Room

32. Water Treatment

33. Acid Storage Tank H_2SO_4

34. Liquid Sulfur Storage Tank

35. [Intentionally left blank]

36. Sulfuric Acid Plant (By Lurgi)

37. Roasting Facility (By Lurgi)

38. Gas Cooling and Cleaning

39. [Intentionally left blank]

40. Neutralization Tank

41. Plant Acid Storage Tank

42. [Intentionally left blank]

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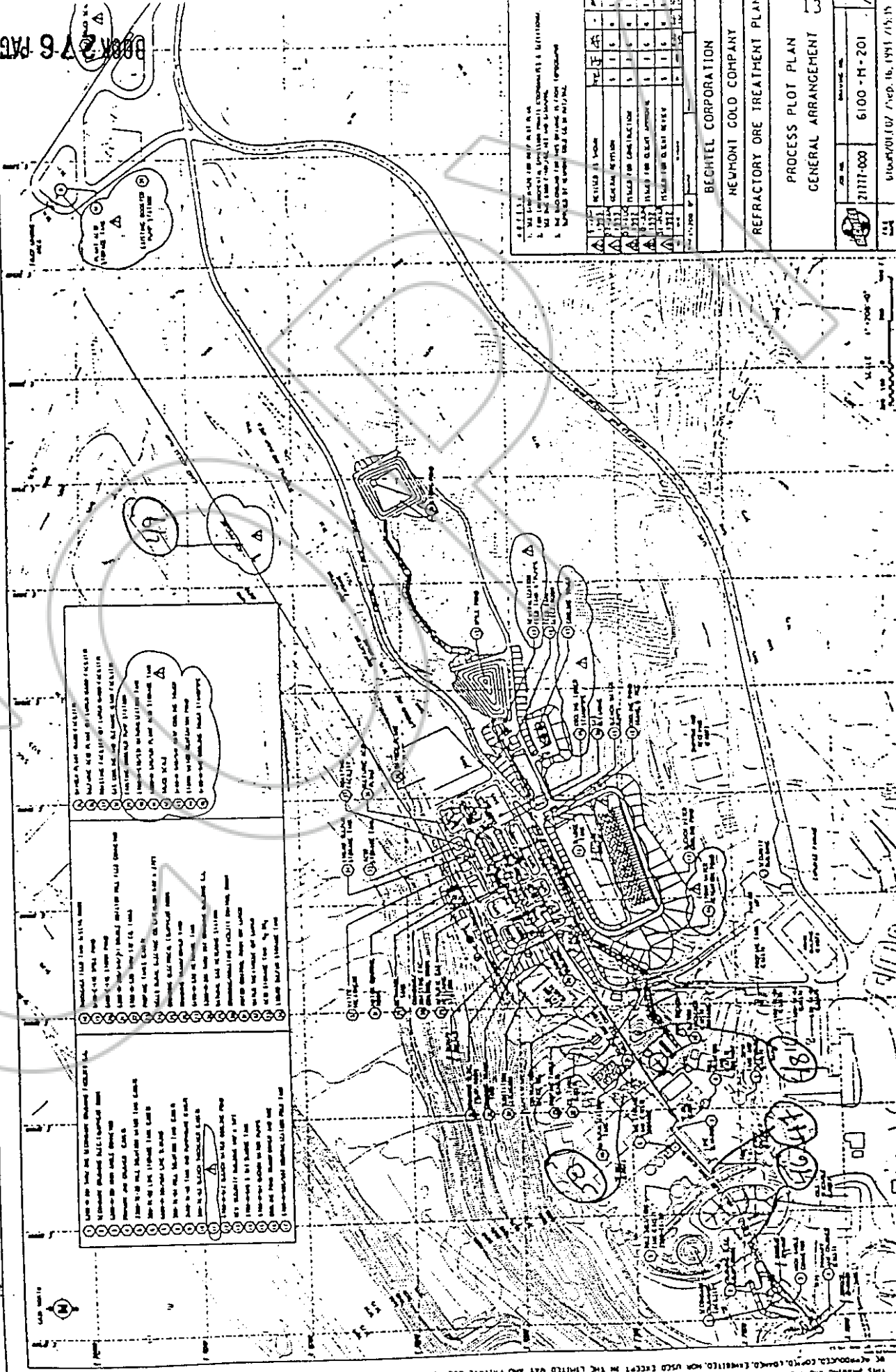
- 43. ROTP Cooling Tower
- 44. Equipment and improvements relating to Storm Water Retention Pond
- 45. Cooling Tower Standpipe
- 46. 200 BM 001 Radial Stack
- 47. 300 CV 001 Mill Feed Conveyor System
- 48. Equipment and improvements relating to 2375 Spill Catchment Pond
- 49. Sulfuric Acid Pipeline
- 50. 400 TK O10-15 Six CIP Tanks

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ANNEX 1
TO
LIST OF ASSETS

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1. ALL DIMENSIONS ARE IN FEET AND INCHES 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD 3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE RAILROAD 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CANAL		5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE RAILROAD 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CANAL	
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57	58	59	60
61	62	63	64
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81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

BECHTEL CORPORATION

HEWLETT PACKARD COMPANY

REFRACTORY ORE TREATMENT PLANT

PROCESS PLOT PLAN

GENERAL ARRANGEMENT

21117-000 6100-M-201

10/10/70 10/10/70 10/10/70 10/10/70

10/10/70 10/10/70 10/10/70 10/10/70

ATTACHMENT 2
TO
BILL OF SALE

REAL PROPERTY AND EASEMENTS

All that certain lot, piece or parcel of land situate in the County of Eureka, State of Nevada, described as follows:

PORTIONS OF THE NORTH HALF OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST; THE SOUTH HALF OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST; AND THE WEST HALF OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST; MOUNT DIABLO MERIDIAN; SAID PORTIONS TO DEFINE THE LIMITS OF AN EASEMENT KNOWN AS THE CONVEYOR PLOT AREA AND EACH OF FOUR SITE INTEREST PARCELS KNOWN AS FOLLOWS: SITE INTEREST PARCEL 1, AN APPROXIMATE 47.69 ACRE LEASE PARCEL; SITE INTEREST PARCEL 2, AN APPROXIMATE 6.28 ACRE LEASE PARCEL; SITE INTEREST PARCEL 3, AN APPROXIMATE 2203.84 SQUARE FOOT LEASE PARCEL; SITE INTEREST PARCEL 4, AN APPROXIMATE 456.75 SQUARE FOOT LEASE PARCEL, EACH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR EACH OF THE FOLLOWING DESCRIPTIONS IS THE EAST SECTION LINE OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, DEPICTED AS NORTH 00°05' 41" WEST ON EXHIBIT "A" ATTACHED TO THAT CERTAIN SHORT FORM LEASE BETWEEN NEWMONT GOLD COMPANY, AS LESSOR, AND PRAXAIR, INC., AS LESSEE, DATED THE 23RD DAY OF NOVEMBER, 1992, RECORDED IN BOOK 244 AT PAGE 072 IN THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA.

SITE INTEREST PARCEL 1

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST; THENCE NORTH 00°05' 41" WEST, COINCIDENT WITH THE EAST LINE OF THE AFOREMENTIONED SECTION 36, 731.30 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SECTION LINE, SOUTH 62°51' 52" WEST, 74.18 FEET;

THENCE SOUTH 06°43' 15" EAST, 172.08 FEET;

THENCE SOUTH 44°36' 42" WEST, 294.74 FEET;

THENCE SOUTH 69°37' 35" WEST, 1000.00 FEET;

THENCE NORTH 87°26' 12" WEST, 192.16 FEET;
 THENCE NORTH 33°52' 32" WEST, 203.42 FEET;
 THENCE SOUTH 81°41' 37" WEST, 171.61 FEET;
 THENCE SOUTH 57°11' 05" WEST, 103.37 FEET;
 THENCE NORTH 39°50' 14" WEST, 74.74 FEET;
 THENCE SOUTH 50°41' 48" WEST, 95.22 FEET;
 THENCE SOUTH 41°31' 00" EAST, 38.92 FEET;
 THENCE SOUTH 51°49' 09" WEST, 55.80 FEET;
 THENCE NORTH 40°35' 04" WEST, 169.95 FEET, TO A POINT COINCIDENT
 WITH THE "CONVEYOR PLOT AREA EASEMENT" PERIMETER LINE, AS
 DESCRIBED WITHIN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE
 UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT";

THENCE COINCIDENT WITH SAID "CONVEYOR PLOT AREA EASEMENT"
 PERIMETER LINE THROUGH THE FOLLOWING THREE COURSES, CONTINUING
 NORTH 40°35' 04" WEST, 8.50 FEET, TO A POINT KNOWN AS POINT 'A';
 THENCE DEPARTING POINT 'A', NORTH 48°03' 57" EAST, 20.00 FEET;
 THENCE NORTH 39°24' 28" WEST, 7.88 FEET;
 THENCE DEPARTING SAID COINCIDENT "CONVEYOR PLOT AREA EASEMENT"
 PERIMETER LINE, CONTINUING NORTH 39°24' 28" WEST, 198.71 FEET;
 THENCE NORTH 49°55' 58" EAST, 219.88 FEET;

THENCE SOUTH 40°03' 39" EAST, 224.41 FEET;
 THENCE NORTH 58°55' 30" EAST, 547.94 FEET;
 THENCE NORTH 34°22' 52" WEST, 363.22 FEET;
 THENCE NORTH 64°34' 35" EAST, 506.09 FEET;
 THENCE NORTH 69°41' 40" EAST, 225.46 FEET;
 THENCE NORTH 63°24' 23" EAST, 285.70 FEET;
 THENCE NORTH 57°06' 34" EAST, 195.70 FEET;
 THENCE NORTH 72°24' 44" EAST, 237.36 FEET;
 THENCE NORTH 67°59' 38" EAST, 188.43 FEET;
 THENCE NORTH 78°31' 52" EAST, 257.54 FEET;
 THENCE NORTH 62°17' 00" EAST, 282.30 FEET;

THENCE NORTH 65°30' 30" EAST, 239.04 FEET;
 THENCE NORTH 56°22' 52" EAST, 938.04 FEET;
 THENCE NORTH 67°58' 58" EAST, 372.63 FEET;
 THENCE NORTH 66°46' 21" EAST, 290.51 FEET;
 THENCE NORTH 12°07' 24" WEST, 153.64 FEET;

THENCE NORTH 34°30' 49" EAST, 301.06 FEET, TO A POINT ON A CURVE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 766, AS RECORDED IN BOOK 76, PAGES 144-148 OF DEEDS, IN THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA;

THENCE ALONG SAID CURVE, WHICH IS NON-TANGENT AND CONCAVE TO THE SOUTHWEST, DEPARTING A TANGENT WHICH BEARS SOUTH 59°18' 00" EAST, COINCIDENT WITH THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 766, SAID CURVE HAVING A RADIUS OF 9900.00 FEET, PASSING THROUGH A CENTRAL ANGLE OF 2°09' 27", AN ARC DISTANCE OF 372.79 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 40°20' 12" WEST, 98.74 FEET;

THENCE NORTH 89°32' 34" WEST, 383.38 FEET;
 THENCE SOUTH 12°07' 24" EAST, 154.01 FEET;
 THENCE SOUTH 66°46' 21" WEST, 319.68 FEET;
 THENCE SOUTH 67°58' 58" WEST, 369.44 FEET;
 THENCE SOUTH 56°22' 52" WEST, 937.28 FEET;
 THENCE SOUTH 65°30' 30" WEST, 240.85 FEET;
 THENCE SOUTH 62°17' 00" WEST, 286.32 FEET;
 THENCE SOUTH 78°31' 52" WEST, 259.31 FEET;
 THENCE SOUTH 67°59' 38" WEST, 186.55 FEET;
 THENCE SOUTH 72°24' 44" WEST, 234.01 FEET;
 THENCE SOUTH 57°06' 34" WEST, 192.93 FEET;
 THENCE SOUTH 63°24' 23" WEST, 145.17 FEET;
 THENCE SOUTH 34°22' 52" EAST, 3.18 FEET;
 THENCE NORTH 73°03' 21" EAST, 638.50 FEET;
 THENCE SOUTH 23°58' 36" EAST, 333.36 FEET;

THENCE NORTH 62.51' 52" EAST, 1053.72 FEET;
 THENCE SOUTH 27.08' 08" EAST, 292.71 FEET;
 THENCE SOUTH 62.51' 52" WEST, 1217.41 FEET, TO THE POINT OF
 BEGINNING.

LESS AND EXCEPTING THOSE LANDS SUBJECT TO THAT CERTAIN LEASE
 AGREEMENT DESCRIBED WITHIN THAT CERTAIN SHORT FORM LEASE BETWEEN
 NEWMONT GOLD COMPANY, AS LESSOR, AND PRAXAIR, INC., AS LESSEE,
 DATED THE 23RD DAY OF NOVEMBER, 1992 ENCOMPASSING THAT STRUCTURE
 KNOWN AS THE OXYGEN PLANT, RECORDED IN BOOK 244, AT PAGE 072, IN
 THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA, TOGETHER
 WITH A 10 FOOT WIDE STRIP COINCIDENT WITH THE NORTHEASTERLY
 PERIMETER OF THE SAID OXYGEN PLANT, BOTH MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED SOUTHEAST SECTION CORNER, OF
 SECTION 36;

THENCE NORTH 16.01' 05" WEST, 1077.63 FEET, TO THE POINT OF
 BEGINNING;

THENCE COINCIDENT WITH THE AFOREMENTIONED OXYGEN PLANT LEASE LINE
 THROUGH THE FOLLOWING THREE COURSES, SOUTH 50.00' 00" WEST 248.70
 FEET;

THENCE NORTH 24.48' 00" WEST, 296.03 FEET;

THENCE NORTH 65.12' 00" EAST, 240.00 FEET;

THENCE DEPARTING SAID OXYGEN PLANT LEASE LINE, DEFINING THE
 AFOREMENTIONED 10 FOOT WIDE STRIP, CONTINUING NORTH 65.12' 00"
 EAST, 10.00 FEET;

THENCE SOUTH 24.48' 00" EAST, 228.11 FEET;

THENCE SOUTH 50.00' 00" WEST, 10.36 FEET TO THE POINT OF
 BEGINNING.

SITE INTEREST PARCEL 2

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36,
 TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND
 GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31,
 TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33
 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52
 EAST;

THENCE SOUTH 86.39' 35" WEST, 2469.72 FEET TO POINT 'C', AS
 DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE
 UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT
 BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID POINT 'C', SOUTH 17°51' 15" EAST, 163.93 FEET;

THENCE SOUTH 11°37' 36" WEST, 69.90 FEET;

THENCE SOUTH 45°15' 32" WEST, 175.84 FEET;

THENCE NORTH 88°55' 21" WEST, 81.84 FEET;

THENCE NORTH 55°20' 37" WEST, 171.49 FEET;

THENCE SOUTH 26°41' 22" WEST, 248.89 FEET;

THENCE SOUTH 41°41' 56" WEST, 244.91 FEET;

THENCE NORTH 41°49' 28" WEST, 370.66 FEET;

THENCE NORTH 49°09' 31" EAST, 470.21 FEET;

THENCE SOUTH 51°48' 53" EAST, 139.94 FEET;

THENCE NORTH 35°02' 06" EAST, 172.49 FEET;

THENCE NORTH 63°15' 27" EAST, 225.71 FEET;

THENCE SOUTH 40°19' 00" EAST, 88.70 FEET, TO A POINT ON THE PERIMETER LINE OF THE AFOREMENTIONED "CONVEYOR PLOT AREA EASEMENT";

THENCE SOUTH 28°40' 00" EAST, COINCIDENT WITH SAID PERIMETER LINE, 20.43 FEET TO THE POINT OF BEGINNING.

SITE INTEREST PARCEL 3

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 88°47' 13" WEST, 2274.60 FEET TO POINT 'D', AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID POINT 'D', SOUTH 50°00' 14" WEST, COINCIDENT WITH THE PERIMETER LINE OF SAID "CONVEYOR PLOT AREA EASEMENT", 49.92 FEET;

THENCE DEPARTING SAID PERIMETER LINE, NORTH 40°01' 34" WEST, 44.15 FEET;

THENCE NORTH 50°00' 14" EAST, 49.92 FEET;

THENCE SOUTH 40°01' 34" EAST, 44.15 FEET TO THE POINT OF BEGINNING.

SITE INTEREST PARCEL 4

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 89°42' 17" WEST, 2212.97 FEET TO POINT 'B', AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID POINT 'B', SOUTH 49°54' 21" WEST, 31.50 FEET;

THENCE NORTH 40°05' 39" WEST, 14.50 FEET;

THENCE NORTH 49°54' 21" EAST, 31.50 FEET, TO A POINT ON THE PERIMETER LINE OF THE AFOREMENTIONED "CONVEYOR PLOT AREA EASEMENT";

THENCE SOUTH 40°05' 39" EAST, COINCIDENT WITH SAID PERIMETER LINE, 14.50 FEET TO THE POINT OF BEGINNING.

CONVEYOR PLOT AREA EASEMENT PARCEL 5

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 86°10' 39" WEST, 2013.76 FEET TO POINT 'A', WHICH IS COINCIDENT WITH THE SITE INTEREST PARCEL 1 PERIMETER AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "SITE INTEREST PARCEL 1", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING POINT 'A', SOUTH 40°35' 04" EAST, COINCIDENT WITH THE AFOREMENTIONED SITE INTEREST PARCEL 1 PERIMETER LINE, 8.50 FEET;

THENCE DEPARTING SAID SITE INTEREST PARCEL 1 PERIMETER LINE, SOUTH 59°05' 56" WEST, 147.43 FEET, TO A POINT ON THE EXTERIOR OF THE MILL 2 BUILDING LINE;

THENCE SOUTH 40°05' 39" EAST, COINCIDENT WITH THE EXTERIOR OF SAID MILL 2 BUILDING LINE, 0.88 FEET;

THENCE DEPARTING SAID EXTERIOR OF MILL 2 BUILDING LINE, ON A COURSE WITHIN THE INTERIOR OF THE MILL 2 BUILDING, SOUTH 49°54' 21" WEST, 89.46 FEET TO A POINT ON THE EXTERIOR OF MILL 2 BUILDING LINE;

THENCE COINCIDENT WITH THE EXTERIOR OF MILL 2 BUILDING LINE THROUGH THE NEXT THREE COURSES, NORTH 40°05' 39" WEST, 23.00 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 4 PERIMETER LINE, KNOWN AS POINT 'B';

THENCE DEPARTING POINT 'B', COINCIDENT WITH SAID LEASE PARCEL 4, CONTINUING NORTH 40°05' 39" WEST, 14.50 FEET;

THENCE DEPARTING SAID LEASE PARCEL 4 PERIMETER LINE, CONTINUING NORTH 40°05' 39" WEST, 30.86 FEET;

THENCE DEPARTING THE AFOREMENTIONED EXTERIOR OF MILL 2 BUILDING LINE, SOUTH 49°36' 54" WEST, 293.26 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 2 PERIMETER LINE, KNOWN AS POINT 'C';

THENCE DEPARTING POINT 'C', NORTH 28°40' 00" WEST, COINCIDENT WITH LEASE PARCEL 2 PERIMETER LINE, 20.43 FEET;

THENCE DEPARTING SAID LEASE PARCEL 2 PERIMETER LINE, NORTH 49°36' 54" EAST, 216.17 FEET;

THENCE NORTH 40°01' 34" WEST, 2.59 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 3 PERIMETER LINE;

THENCE NORTH 50°00' 14" EAST, COINCIDENT WITH SAID LEASE PARCEL 3 PERIMETER LINE, 49.92 FEET, TO A POINT KNOWN AS POINT 'D';

THENCE DEPARTING SAID POINT 'D', AND LEASE PARCEL 3 PERIMETER LINE, SOUTH 40°01' 34" EAST, 2.21 FEET;

THENCE NORTH 49°33' 52" EAST, 23.12 FEET, TO A POINT ON THE EXTERIOR OF SAID MILL 2 BUILDING LINE;

THENCE DEPARTING SAID EXTERIOR OF MILL 2 BUILDING LINE, BEGINNING A SERIES OF SEVEN COURSES WITHIN THE INTERIOR OF THE MILL 2 BUILDING, CONTINUING NORTH 49°33' 52" EAST, 27.26 FEET;

THENCE SOUTH 38°43' 26" EAST, 22.37 FEET;

THENCE NORTH 51°16' 34" EAST, 11.80 FEET;

THENCE SOUTH 38°43' 26" EAST, 10.50 FEET;

THENCE NORTH 78°18' 36" EAST, 37.73 FEET;

THENCE NORTH 49°54' 21" EAST, 18.00 FEET;

THENCE SOUTH 40°05' 39" EAST, 13.91 FEET, TO A POINT ON THE EXTERIOR OF SAID MILL 2 BUILDING LINE;

BOOK 276 PAGE 082

THENCE COINCIDENT WITH THE EXTERIOR OF SAID MILL 2 BUILDING LINE, CONTINUING SOUTH 40°05' 39" EAST, 2.45 FEET;

THENCE DEPARTING SAID EXTERIOR MILL 2 BUILDING LINE, NORTH 59°05' 56" EAST, 167.69 FEET, TO A POINT ON THE AFOREMENTIONED SITE INTEREST PARCEL 1 PERIMETER LINE;

THENCE COINCIDENT WITH SITE INTEREST PARCEL 1 PERIMETER LINE, THE FOLLOWING TWO COURSES, SOUTH 39°24' 28" EAST, 7.88 FEET;

THENCE SOUTH 48°03' 57" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM LOTS 3 AND 4; PARCEL "A"; W $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ AND SE $\frac{1}{4}$ N $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ OF SECTION 31, T. 34 N., R. 52 E., AN UNDIVIDED 14.25% INTEREST TO COAL, OIL, GAS AND OTHER MINERALS OF EVERY KIND AND NATURE AS CONVEYED TO DONALD W. UNRUH AND DARLENE I. UNRUH BY MESNE DOCUMENTS OF RECORD.

FURTHER EXCEPTING FROM LOTS 3 AND 4; PARCEL "A"; W $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ AND SE $\frac{1}{4}$ N $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ OF SECTION 31, T. 34 N., R. 52 E., AN UNDIVIDED 80.75% INTEREST TO OIL, GAS AND OTHER HYDROCARBONS AS RESERVED BY JOHN M. MCKINLEY, ET AL IN DEED RECORDED JULY 2, 1982 IN BOOK 103, PAGE 63, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA.

EXCEPTING FROM THE SE $\frac{1}{4}$ OF SECTION 36, T. 34 N., R. 51 E., ALL THE OIL, GAS AND GEOTHERMAL RESOURCE MINERAL DEPOSITS LYING IN AND UNDER SAID LAND AS RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT RECORDED AUGUST 1, 1984, IN BOOK 124, PAGE 356, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA.

EXCEPTING FROM PORTIONS OF THE N $\frac{1}{2}$ OF SECTION 1, T. 33 N., R. 51 E., ALL COAL, HYDROCARBON, GEOTHERMAL RESOURCES, PRECIOUS METALS ORES, BASE METALS ORES, INDUSTRIAL-GRADE SILICATES AND CARBONATES, FISSIONABLE MINERALS AND ALL OTHER MINERALS OF EVERY KIND AND CHARACTER, METALLIC OR OTHERWISE, WHETHER OR NOT PRESENTLY KNOWN TO SCIENCE OR INDUSTRY, NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, LYING IN AND UNDER SAID LAND RESERVED BY SOUTHERN PACIFIC LAND COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED JULY 21, 1987, IN BOOK 160, PAGE 382, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA.

BOOK 276 PAGE 065
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Wesmont Land Company
94 SEP 30 AM 9:24
EUREKA COUNTY NEVADA
M.N. REBAL EAT. RECORDER
FILE NO. 155354
FEES 25.00

BOOK 276 PAGE 083

DECLARATION OF VALUE

Recording Date 9/30/94 Book 276 Page 65-083 Instrument # 15 5354

Full Value of Property Interest Conveyed \$ _____
Less Assumed Liens & Encumbrances - _____
Taxable Value (NRS 375.010, Section 4) \$ _____
Real Property Transfer Tax Due \$ _____
-0- Exempt _____

If exempt, state reason. NRS 375.090, Section 4 Explain: _____

transfer of personal property only

APN#:

INDIVIDUAL ESCROW HOLDER

Under penalty of perjury, I hereby declare that the above statements are correct.

Signature of Declarant

Name (Please Print)

Address

City

State

Zip

Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow file.

Signature of Declarant

M. Linda Vietti

Name (Please Print)

42036670

Escrow Number

First American Title Company of Nevada

Firm Name

331 7th Street/P.O. Box 308

Address

Elko,

Nevada

City

89801

State

Zip

Tax paid for the above transfer on per NRS 375.030, Section 3.

, 19

Signature of Recorder or Representative

REC 28 - NTC - RPT Form 1