

When recorded, return to:

**173054**

Newmont Gold Company  
555 Fifth Street  
Elko, Nevada 89801  
Attn: Manager of Lands, U.S.

Second Amendment to Purchase Option Agreement

This Second Amendment to Purchase Option Agreement (this "Amendment") is made and entered into as of October 5<sup>th</sup>, 1999, between Elko Land and Livestock Company, a Nevada corporation ("Grantor") and Newmont Gold Company, a Delaware corporation ("Grantee").

Recitals

Grantor and Grantee entered into the Purchase Option Agreement dated as of May 31, 1995 (the "Option Agreement"), which is recorded in the Official Records of Eureka County, Nevada on June 12, 1995, in Book 283 at Page 414, in the Official Records of Elko County, Nevada on June 13, 1995, in Book 895 at Page 629, and in the Official Records of Lander County, Nevada on June 13, 1995 in Book 417 at Page 768. Pursuant to the Option Agreement, Grantor granted to Grantee an option to purchase certain real property located in Elko, Eureka and Lander Counties, Nevada, more particularly described therein (the "Subject Property"). Grantor and Grantee subsequently executed an amendment to the Purchase Option Agreement as follows:

First Amendment to Purchase Option Agreement dated as of May 3, 1999 (the "First Amendment"), which is recorded in the official records of Eureka County, Nevada on May 6, 1999, in Book 326 at Page 566, and in the official records of Elko County, Nevada on May 6, 1999, in Book 1098 at Page 140.

Grantor and Grantee wish to further amend the Option Agreement to delete and exclude from the Subject Property and the Option Agreement a portion of the Subject Property located in Eureka County, Nevada, more particularly described on Exhibit A attached hereto (the "Excluded Property").

Agreements

In consideration of the mutual covenants and agreements stated in this Amendment, Grantor and Grantee agree as follows:

1. Excluded Property. Effective as of the date of this Amendment, the Option Agreement is amended by deleting and excluding the Excluded Property from the Subject Property. From and after the date of this Agreement, the Excluded Property shall not be subject to the Option Agreement.

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2. Effect of Amendment. Except as specifically stated in this Amendment, the Option Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Option Agreement, this Amendment shall control.

Grantor and Grantee have executed this Amendment as of the date first written above.

Elko Land and Livestock Company  
By: W. James Mullin  
Name: W. James Mullin  
Title: President

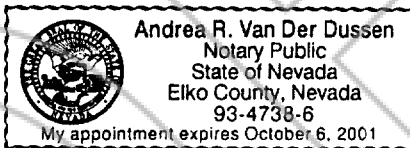
Newmont Gold Company  
By: W. James Mullin  
Name: W. James Mullin  
Title: Senior Vice President

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF ELKO     )

On October 5, 1999, personally appeared before me, a Notary Public, W. James Mullin, a Senior Vice President of Newmont Gold Company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument.

Andrea R. Van Der Dussen  
Notary Public

My Commission Expires:  
OCT 6, 2001



STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF ELKO     )

On October 5, 1999, personally appeared before me, a Notary Public, W. James Mullin, the President of Elko Land and Livestock Company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument.

Andrea R. Van Der Dussen  
Notary Public

My Commission Expires:  
OCT 6, 2001

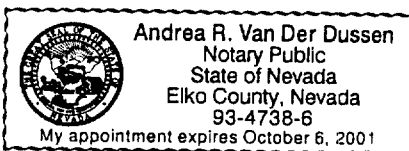


EXHIBIT A

Excluded Property:

That parcel described in Quitclaim Deed between the State of Nevada, Department of Highways and T Lazy S Ranch, a general partnership, dated February 27, 1978, which is recorded in the official records of Eureka County, Nevada on March 13, 1978, in Book 63 at Page 50, and described as Parcel 28 in Grant, Bargain and Sale Deed from T Lazy S Ranch, a general partnership to Elko Land and Livestock Company, a Nevada corporation, dated August 20, 1982, which is recorded in the official records of Eureka County, Nevada on August 20, 1982, in Book 104 at Page 349, being all that certain real property situate, lying and being in the County of Eureka, State of Nevada, and further described as being portions of the N 1/2 of the SW 1/4, the N 1/2 of the SE 1/4 and the S 1/2 of the NE 1/4 of Section 32, and the NW 1/4 of Section 33, all in T. 33 N., R. 48 E., M.D.B. & M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at the intersection of the left or northerly right of way line of Interstate Route 80 and the southerly right of way line of the Southern Pacific Railroad, said point of intersection is further described as being 501.63 feet left of and at right angles to the westbound centerline of said IR-80, at Highway Engineer's Station "AW" 990 + 73.73 P.O.T., and further described as bearing N. 0° 15' 22" E., a distance of 1223.94 feet, from the southwest corner of Section 32, T. 33 N., R. 48 E., M.D.B. & M., thence N. 68° 09' 49" E., along the said railroad right of way, a distance of 7776.99 feet to a point; thence, continuing along said railroad right of way line, S. 58° 52' 34" W., a distance of 619.62 feet, to a point; thence, N. 68° 09' 49" E., a distance of 1066.08 feet, to an intersection with north-south quarter line of said Section 33; thence south, along said quarter line, a distance of 426.16 feet, to an intersection with the left right of way line of IR-80; thence, S. 69° 26' 24" W., a distance of 7240.59 feet, along said highway right of way line, to a point; thence continuing along said right of way line, west, a distance of 898.75 feet, to the point of beginning.

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OFFICIAL RECORDS  
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*Newmont Gold Company*  
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EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
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