

DOC # 0210367

08/03/2007

01:27 PM

Official Record

Recording requested By
NEWMONT MINING CORP

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$17.00

Page 1 of 4

RPTT:

Recorded By: FES

Book- 0461 Page- 0028

Recording Requested By and Upon Recordation Return To:
Newmont USA Limited
555 Fifth Street
Elko, Nevada 89801
Attn: Land Department



The undersigned hereby affirms that this document submitted for recording does not contain a social security number.

MEMORANDUM OF SAND AND GRAVEL LEASE

This Memorandum of Sand and Gravel Lease (this "**Memorandum**"), dated effective as of the 30th day of July, 2007 (the "**Effective Date**") by and between Elko Land and Livestock Company, a Nevada corporation, and Newmont USA Limited, a Delaware corporation, d.b.a. Newmont Mining Corporation, whose address is 555 Fifth Street, Elko, Nevada 89801 (collectively "**Newmont**"), and Eureka Aggregates, LLC, a Nevada limited liability company, whose address is 8555 Double R Blvd., Suite 109, Reno, Nevada 89511 ("**Lessee**")

RECITALS

A. Lessee and Newmont have entered into that certain Sand and Gravel Lease dated effective July 30th, 2007, (the "**Agreement**"), pursuant to which Newmont has granted to Lessee, and Lessee has acquired from Newmont, the exclusive right to lease that certain real property described on **Exhibit 1** attached hereto and made a part hereof (the "**Property**").

B. Lessee and Newmont desire to enter into and record this Memorandum so that third parties may have notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Newmont hereby agree as follows:

1. Pursuant to the Agreement, Newmont granted to Lessee, and Lessee accepted from Newmont, the exclusive right to lease the Property upon the terms and conditions set forth in the Agreement.

2. The purpose of this Memorandum is to give notice of the existence of the Agreement and the need for all interested parties to inquire further about the terms and

conditions of the Agreement. Except as otherwise defined herein, the terms used in this Memorandum shall have the same meaning as set forth for those terms in the Agreement. If there is any inconsistency between any provisions of this Memorandum and any provisions of the Agreement, the provisions of the Agreement shall control.

3. This Memorandum may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessee and Newmont have executed this Memorandum of Sand and Gravel Lease as of the date first set forth above.

LESSEE:

EUREKA AGGREGATES, LLC

By: James O. Parker

Printed Name: James O. Parker

Title: Secy

NEWMONT:

**ELKO LAND AND LIVESTOCK
COMPANY**

By: Richard W. Krugner

Printed Name: Richard W. Krugner

Title: President

**NEWMONT USA LIMITED,
d.b.a. NEWMONT MINING
CORPORATION**

By: Richard J. Matthews

Printed Name: Richard J. Matthews

Title: Vice President



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

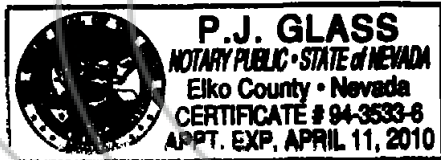
On July 30, 2007, personally appeared before me, a Notary Public,
James C Parker, a Secretary of Eureka
Aggregates, LLC, personally known or proved to me to be the person whose name is
subscribed to the above instrument who acknowledged to me that he executed the above
instrument.



Rhonda Shoolroy
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

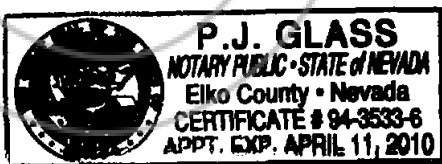
On August 1, 2007, personally appeared before me, a Notary
Public, Leland W. Krugerud, a President of Elko
Land and Livestock Company, personally known or proved to me to be the person whose
name is subscribed to the above instrument who acknowledged to me that he executed the
above instrument.



P.J. Glass
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On August 1, 2007, personally appeared before me, a Notary
Public, Richard J. Matthews, a Vice President of
Newmont USA Limited, 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.



P.J. Glass
Notary Public

**EXHIBIT 1
TO
MEMORANDUM OF SAND AND GRAVEL LEASE**

The Property

EUREKA COUNTY, NEVADA

Township 33 North, Range 48 East, M.D.M.

| | |
|---|----------------------------|
| Section 20: All | (640 acres, more or less); |
| Section 21: S½ | (320 acres, more or less); |
| Section 22: S½ | (320 acres, more or less); |
| Section 27: All that lying north of the railroad right-of-way | (75 acres, more or less); |
| Section 28: All that lying north of the railroad right-of-way | (132 acres, more or less); |
| Section 29: All that lying north of the railroad right-of-way | (225 acres, more or less); |

less that area within the South Pipeline Parcel of the Discharge System Easement granted May 28, 1999, to Barrick Goldstrike Mines Inc., (5 acres) and that area within Sections 22 and 27 occupied by the rail line into the TS Power Plant (7 acres).

Comprising approximately 1700 acres more or less, subject to results of land boundary surveys which have not been conducted at this time.

