



b. December 14, 1987, at Book 170, Page 51, as File Number 114944, Eureka County, Nevada, Records Office.

5. That a true, complete and correct copy of the said Minerals Lease, subject of the said Memorandum, is attached to this Affidavit as "Exhibit A" and incorporated by this reference herein.

6. That the said Memorandum of Lease is hereby supplemented by providing all of the provisions, terms and conditions of the said Minerals Lease.

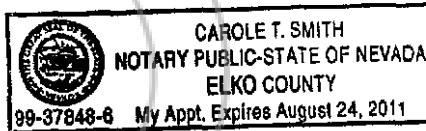
FURTHER AFFIANT SAITH NOT.

Newmont USA Limited:

By: Richard J. Matthews  
RICHARD J. MATTHEWS,  
Vice President

SUBSCRIBED AND SWORN TO  
before me by Richard J. Matthews  
this 2 day of November, 2007,

Carole T. Smith  
NOTARY PUBLIC



**EXHIBIT A**

MINERALS LEASE

This Minerals Lease is dated and effective as of the 29<sup>th</sup> day of January, 1989 ("Effective Date") by and between Southern Pacific Land Company ("Lessor") and SFP Minerals Corporation ("Lessee").

In consideration of the promises stated below Lessor and Lessee agree to the provision of this Minerals Lease.

Article 1. (a) Grant. Lessor leases to Lessee for the Term all of the Property described on Annex A, which is attached to and a part of this Minerals Lease, for the purposes of exploring for, developing, mining, recovering, processing, transporting and otherwise using, enjoying and exploiting Minerals and to use so much of the surface of the Property as necessary for mining, construction of plants or machinery or other structures incidental to mining and storage of waste (but not hazardous or toxic waste) or other material resulting from the normal and customary use of the Property for mining purposes. Minerals shall mean all naturally occurring substances and materials located at or below the surface of the land which have value when removed from the earth except Excluded Substances. Excluded Substances shall mean bed, bank and bar placer deposits commonly known as wet stream placers; common varieties of construction materials such as rock, sand and gravel (except Lessee may use amounts of these construction materials necessary and incidental to the rights granted to Lessee hereunder); geothermal steam, liquids or brines; oil and gas and all other hydrocarbons except coal, whether in gaseous or liquid form; sulfur produced in association with such hydrocarbons and carbon dioxide.

(b) Qualification. Lessee's rights under this Minerals Lease shall be subject to and qualified by:



- (i) all leases, contracts, deeds and other instruments in effect on the Effective Date to the extent they affect any portion of the Property;
- (ii) all restrictions and limitations on Lessor's ownership of Minerals existing on the Effective Date; and
- (iii) Lessor's reserved right to manage and enjoy the surface of the Property in a manner that does not unreasonably interfere with or impede Lessee's rights with respect to Minerals.

Article 2. Duration. The Term shall extend from the Effective Date for a period of 25 years and for so long thereafter as Lessee continues to exercise the rights granted in Article 1(a) on any portion of the Property, which exercise shall be sufficient to keep this Minerals Lease in effect as to the whole Property.

Article 3. Surface Disturbance. In the event Lessee damages or destroys merchantable trees or crops growing on the surface of the Property or structures or facilities located on the surface of the Property, Lessee shall compensate Lessor the cost of the damage or destruction to such trees, crops, structures or facilities. Lessee shall not be liable to Lessor for damage or destruction of the surface of the Property or of any surface or underground water sources on the Property. Lessor consents to Lessee's recovery of minerals by all mining methods now or hereafter known including all surface methods.

Article 4. Taxes. Lessee shall pay all taxes imposed upon the Property as a result of Lessee's activities in exploiting Minerals on the Property. Lessee may contest the assessment of any such tax in accordance with law and may withhold payment of any contested tax pending the outcome of the contest.



Article 5. Subleasing and Assignment. Lessee shall notify Lessor not less than 30 days in advance of any sublease or assignment of this Minerals Lease, in whole or part, to any person, except that Lessee may assign or sublease this Minerals Lease, in whole or part, to any affiliate of Lessee at Lessee's discretion. An affiliate of Lessee shall mean any corporation which is a direct or indirect parent or subsidiary of Lessee or is under common ownership of Lessee or any entity which Lessee controls by ownership of interests or securities, by contract or by other legal or equitable means.

Article 6. Subsequent Instruments. Lessor shall make all deeds, contracts, leases, licenses, easements and other instruments which transfer rights in or to any portion of the surface of the property expressly subject to Lessee's rights under this Minerals Lease.

Article 7. Legal Compliance. Lessee shall comply with all constitutions, statutes, regulations, rules, orders, decisions, ordinances and other acts of governmental authorities with valid jurisdiction over the Property or Lessee's activities on the property.

Article 7. Surrender. At any time Lessee may surrender any portion of the Property to Lessor and thereby terminate its rights and obligations under this Minerals Lease in the portion of the Property surrendered, except any such obligations arising out of laws relating to environmental protection and reclamation.

Article 9. Recordation. A memorandum of this Minerals Lease shall be recorded by Lessee in the land records of each county where the Property is located.

Article 10. Successors and Assigns. This Minerals Lease shall be binding upon and inure to the benefit of all successors and assigns of Lessor and Lessee.

Article 11. Property Revenues. During the Term Lessee shall receive the revenues otherwise payable to Lessor from all leases, licenses, contracts and agreements on the Property for which the sole purpose is mining, mineral prospecting, or any mining or hard mineral related endeavor.

Article 12. Indemnification.

(a) Lessee shall release, indemnify and defend Lessor from and against all liability, cost and expense (including, without limitation, attorney's fees in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

(i) the use of the Property by Lessee, its assigns, agents, employees, or invitees, or

(ii) Lessee's breach of any provision of this Lease, whether or not caused or contributed to by the negligence, active or passive or otherwise, of Lessor, its employees, agents, invitees or any other person.

(b) Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance to Lessor upon request.

Lessee shall indemnify, hold harmless and defend Lessor against all liability, cost and expense (including, without limitation, attorneys' fees) incurred by Lessor as a result of Lessee's breach of this Article 12 or as a result of any discharge, leakage, spillage, emission or pollution due to Lessee's use and occupancy, regardless of whether such liability, cost or expense arises during after the Term, unless such liability, cost or expense is proximately caused solely by the active negligence of Lessor.



(c) "Lessor", as used in this Article 13 includes Lessor, its subsidiaries, successors, affiliates, Santa Fe Southern Pacific Corporation, its subsidiaries, affiliates, successors and assigns. Lessee shall pay all amounts due Lessor under this Article within 10 days after any such amounts become due.

SOUTHERN PACIFIC LAND COMPANY

By *R. L. Gooch*  
R. L. Gooch  
Its Senior Property Manager

SFP MINERALS CORPORATION

By *[Signature]*  
Its Vice President *gfw*

*COOPER*

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 29th day  
of January, 1987 by P. F. Weber, Vice President  
of SFP MINERALS CORPORATION, a Delaware corporation, on behalf of said corpora-  
tion.

Laurie L. Frantz  
Notary Public

My Commission Expires:  
June 21, 1989



OFFICIAL SEAL  
LAURIE L. FRANTZ  
NOTARY PUBLIC - STATE OF NEW MEXICO  
Notary Bond Filed with Secretary of State  
My Commission Expires 6-21-89

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 1987 by \_\_\_\_\_,  
\_\_\_\_\_ of SOUTHERN PACIFIC LAND COMPANY, a California corporation, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



0211299

Book 467 12/04/2007  
Page 113 Page 8 of 9



ANNEX A  
to  
Minerals Lease

Elko and Eureka Counties, Nevada

Township 32 North, Range 52 East

Section 5: N/2, N/2 SE/4, N2 SW/4  
and SW/4 SW/4  
except 33.06 acres in R/W

Containing 489.72 acres, more or less.

The above real property is subject to outstanding interests  
which are of public record and those interests and uses  
which an inspection of the property would disclose.