

DOC # 0211300

12/04/2007

11:57 AM

Official Record

Recording requested By
NEWMONT MINING CORP

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$25.00

Page 1 of 12

RPTT:

Recorded By: FES

Book- 0467 Page- 0115



0211300

After Recording Return To:

Newmont USA Limited
Attn: Land Department
555 Fifth Street
Elko, NV 89801

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

AFFIDAVIT

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

RICHARD J. MATTHEWS, being duly sworn, deposes and says:

1. That he is competent to testify as to all matters stated herein and has personal knowledge of all such matters.
2. That he is a Vice President of Newmont USA Limited, a Delaware corporation, doing business in Nevada as Newmont Mining Corporation, and makes this Affidavit in such capacity.
3. That Newmont USA Limited is the successor in interest to SFP Minerals Corporation, the same corporation which is the Lessee under that certain Minerals Lease dated October 11, 1985, Amended November 5, 1987, in which Southern Pacific Land Company is the Lessor.
4. That a Memorandum of said Minerals Lease was recorded on November 25, 1987, at Book 169, Page 166, as File Number 114559, 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 a true, complete and correct copy of the Amendment to Minerals Leases is attached to this Affidavit as "Exhibit B" and incorporated by this reference herein.
7. 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



SPL-6470
MINERALS LEASE

EXHIBIT A

This Minerals Lease is dated and effective as of the 11th day of OCTOBER, 1985 ("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 contact 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 13 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.

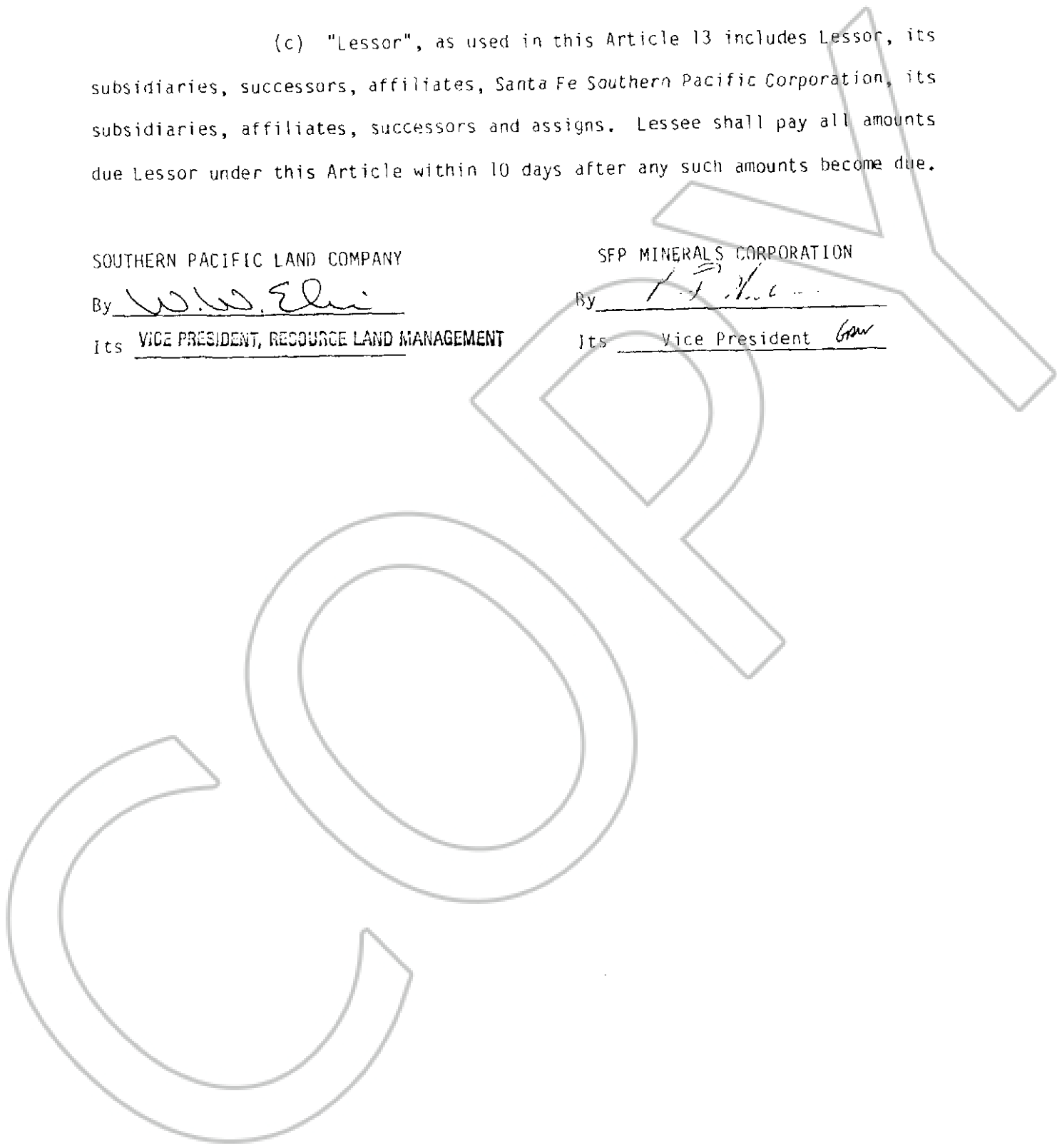
(c) "Lessor", as used in this Article 13 includes Lessor, its subsidiaries, successors, affiliates, Santa Fe Southern Pacific Corporation, its subsidiaries, affiliates, successors and assigns. Lessee shall pay all amounts due Lessor under this Article within 10 days after any such amounts become due.

SOUTHERN PACIFIC LAND COMPANY

By W.W. Elmi
Its VICE PRESIDENT, RESOURCE LAND MANAGEMENT

SFP MINERALS CORPORATION

By [Signature]
Its Vice President Grow



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

The foregoing instrument was acknowledged before me this 6th day
of November, 1986 by P. F. Weber, Vice President
of SFP MINERALS CORPORATION, a Delaware corporation, on behalf of said corpora-
tion.

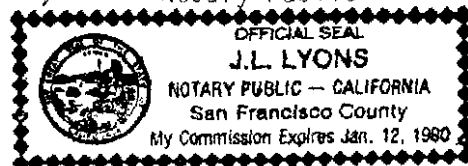


OFFICIAL SEAL
Signature: Faye R. Young
FAYE R. YOUNG
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires: 9/19/89

My Commission Expires:
9/19/89

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

The foregoing instrument was acknowledged before me this 30 day
of NOVEMBER, 1986 by W. W. EHRL,
VICE PRESIDENT, RESOURCE LAND MANAGEMENT
of SOUTHERN PACIFIC LAND COMPANY, a California corporation, on behalf of said
corporation.



My Commission Expires:
JANUARY 12, 1990

ANNEX A

Eureka County, Nevada

<u>Section</u>	<u>Twp</u>	<u>Range</u>	<u>Description</u>	<u>Acres</u>
17	33N	51E	NW/4 SE/4	40.00
7	31N	51E	All, Except 43.34 acre R/W	477.25



0211300

Book: 467 12/04/2007
Page: 123 Page. 9 of 12

EXHIBIT B

AMENDMENT TO MINERALS LEASES

This Amendment to Minerals Leases (Amendment) is dated the 5th day of November, 1987, and is effective as of October 11, 1985, between SOUTHERN PACIFIC LAND COMPANY, a California corporation (Lessor) and SFP MINERALS CORPORATION, a Delaware corporation (Lessee).

WHEREAS, Lessor and Lessee desire to amend the Minerals Leases to define the Lessee's responsibilities under the Minerals Leases.

NOW, THEREFORE, Lessor and Lessee agree that Article 11 of each Minerals Lease be replaced with the following new Article 11:

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 of hard mineral related endeavor. During the Term, Lessee shall act, and is hereby given the authority to act, as Lessor's exclusive agent in all matters relating to the enforcement, administration and performance of such leases, licenses, contracts and agreements.

Except as herein amended, the Minerals Leases listed on Exhibit A remain in full force and effect.

SOUTHERN PACIFIC LAND COMPANY

By

W.W. [Signature]
Vice President

SFP MINERALS CORPORATION

By

[Signature]
Vice President

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

The foregoing instrument was acknowledged before me this 5th day of November, 1987 by P. F. Weber, Vice President of SFP MINERALS CORPORATION, a Delaware corporation, on behalf of said corporation.

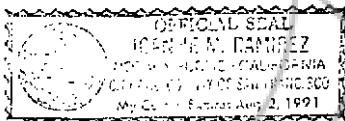
Steven E. Martin
Notary Public

My Commission Expires:
September 20, 1990

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

On this 13 day of November in the year One Thousand Nine Hundred and Eighty-Seven before me, Juan M. Ramirez, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. W. Eber personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Juan M. Ramirez
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires:

August 2, 1991

Exhibit A

to

AMENDMENT TO MINERALS LEASES

1. Minerals Lease dated October 11, 1985 (SPL-6468) covering lands in Imperial County, California.
2. Minerals Lease dated October 11, 1985 (SPL-6499) covering lands in Sierra County, California.
3. Minerals Lease dated October 11, 1985 (SPL-6470) covering lands in Eureka County, Nevada.
4. Minerals Lease dated October 11, 1985 (SPL-6471) covering lands in San Bernardino County, California.
5. Minerals Lease dated October 11, 1985 (SPL-6472) covering lands in Lander County, Nevada.
6. Minerals Lease dated October 11, 1985 (SPL-6473) covering lands in Pershing County, Nevada.
7. Minerals Lease dated October 11, 1985 (SPL-6474) covering lands in Lyon County, Nevada.
8. Minerals Lease dated October 11, 1985 (SPL-6475) covering lands in Churchill County, Nevada.
9. Minerals Lease dated August 3, 1987 (SPL-6697) covering lands in Churchill County, Nevada.
10. Minerals Lease dated April 1, 1987 (SPL 6733) covering lands in San Bernardino County, California.



0211300

Book 467 12/04/2007
Page: 126 Page 12 of 12