

Official RecordRecording requested By
NEWMONT MINING CORP

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$26.00

Page 1 of 13

RPTT:

Recorded By: FES

Book- 0467 Page- 0127

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.



0211301

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 August 3, 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 160, as File Number 114558, 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 AFFLIANT 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 7 day of November, 2007,

Carole T. Smith
NOTARY PUBLIC

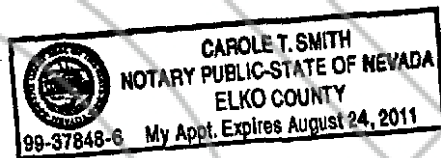


EXHIBIT A

MINERALS LEASE

This Minerals Lease is dated and effective as of the 3rd day of August, 1987 ("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 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 8. 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 12 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 [Signature]

Its [Signature]

SFP MINERALS CORPORATION

By [Signature]

Its Vice President



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

The foregoing instrument was acknowledged before me this 15th day of May, 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 }
 }
City and County of San Francisco } ss.

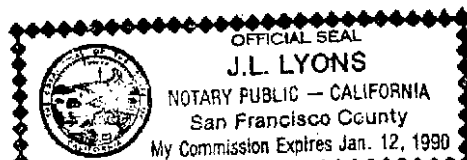
On this 29th day of July in the year One Thousand Nine Hundred and Eighty Seven before me, J. L. Lyons, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared P. C. Smalley, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Regional Manager 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.

J. L. Lyons
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires:

1/12/90



0211301

Book: 467 12/04/2007
Page: 134 Page: 8 of 13

ANNEX A

Page 1

EUREKA COUNTY, NEVADA

Section	Description	Acres
Township 36 North, Range 49 East		
Rel. 5-31-85	SE/4	160.00
Total		160.00
Township 35 North, Range 48 East		
21	All	640.00
27	All	598.86
29	All	640.00
33	All	605.97
Total		2,484.83
Township 35 North, Range 49 East		
Rel. 5-31-85	All	644.00
Total		644.00
Township 34 North, Range 51 East		
27	NE/4	160.00
Total		160.00
Township 33 North, Range 48 East		
33	E/2, except 10 acres sold to Thorton and except 17.60 acres in right-of-way	265.56
Total		265.56
Township 33 North, Range 51 East		
1	All	634.72
5	All	646.78
9	All	640.00
11	All	640.00
13	All	640.00
15	All	640.00
17	All, except NW/4 SE/4	610.92
21	All	640.00
23	All	640.00
25	All	640.00
27	All	640.00
29	All	651.60
33	All	640.00
35	All	640.00
Total		8,944.02



0211301

Book 467 12/04/2007
Page: 135 Page: 9 of 13

ANNEX A

Page 2

EUREKA COUNTY, NEVADA

<u>Section</u>	<u>Description</u>	<u>Acres</u>
Township 33 North, Range 52 East		
7	All	625.28
17	That portion within Eureka County	120.00
19	All	635.76
29	That portion within Eureka County	120.00
31	All	631.68
Total		2,132.72
Township 32 North, Range 48 East		
3	All	659.84
5	All, except parcel 100' x 100' in Lot 4	669.39
9	All	640.00
15	All	640.00
17	All	640.00
21	All	640.00
27	N/2, SW/4, NW/4 SE/4	520.00
29	All	640.00
33	All	643.08
Total		5,692.31
Township 32 North, Range 49 East		
13	All	640.00
33	SE/4	160.00
Total		800.00
Township 32 North, Range 51 East		
1	All	795.12
3	All	797.20
5	All	803.98
9	All	640.00
11	All	640.00
13	All	640.00
15	All	640.00
17	All, except 2.07 acres in NW/4 conveyed from Southern Pacific Land Co. to AT&T on 9/13/50	641.21
21	All	640.00
23	All	640.00
25	N/2, SW/4, NW/4 SE/4, S/2 SE/4, except 45.61 acres in right-of-way	554.39
27	All	640.00
29	All	646.80
33	All	640.00

EUREKA COUNTY, NEVADA

<u>Section</u>	<u>Description</u>	<u>Acres</u>
Township 32 North, Range 51 East (Continued)		
35	E/2, except 4.88 acres in Townsite of Palisade and also except 1.64 acres in Southern Pacific Transportation Co. right-of-way, Lots 4 and 5 of Block 1	<u>313.48</u>
	Total	9,672.18
Township 32 North, Range 52 East		
7	All	644.74
19	All, except 29.26 acres in Western Pacific Railway Co. right-of-way and 32.60 acres in Southern Pacific railroad right-of-way	583.94
31	Lots 3-14, inclusive	467.35
33	That portion within Eureka County	<u>15.20</u>
	Total	1,711.23
Township 31 North, Range 49 East		
3	NW/4	161.33
7	E/2	320.00
17	W/2	320.00
19	E/2	320.00
29	W/2	320.00
31	NE/4	<u>160.00</u>
	Total	1,601.33
Township 30 North, Range 49 East		
5	NE/4	161.37
9	All	640.00
21	All	640.00
33	All	<u>640.00</u>
	Total	2,081.37
Township 29 North, Range 49 East		
5	S/2, NE/4	568.35
17	All	640.00
29	All	<u>640.00</u>
	Total	1,848.35



ANNEX A

Page 4

EUREKA COUNTY, NEVADA

<u>Section</u>	<u>Description</u>	<u>Acres</u>
Township 29 North, Range 52 East		
3	W/2	319.40
9	E/2	320.00
15	W/2	320.00
21	E/2, SW/4	480.00
33	All	<u>640.00</u>
Total		2,079.40
Township 28 North, Range 49 East		
5	All	641.40
17	All	<u>640.00</u>
Total		1,281.40
Township 28 North, Range 52 East		
9	N/2	<u>320.00</u>
Total		320.00
EUREKA COUNTY TOTAL		41,878.70
Containing 41,878.70 acres, more or less		



0211301

 Book: 467 12/04/2007
 Page: 138 Page: 12 of 13

Leases within SFP Mineral's selected properties in Eureka County

<u>Lease No.</u>	<u>Lessee</u>	<u>Use</u>
SPL-446	State of Nevada	Utility
730	Palisade Ranch Inc.	Grazing
995	Slagowski	Grazing
3149	Zeda Corporation	Grazing
3423	Jones	Grazing
3538	25 Corporation Inc.	Grazing
3549	Tomera	Grazing
3924	Elko Land & Livestock	Grazing
4768	Jones	Grazing
4960	JBB Inc.	Grazing
5279	US Dept. of Transportation	Miscellaneous
5385	State of Nevada	Miscellaneous
5585 (1)	Thomas E. Bilbao	Mining
5635	Joe Pieretti Ranch	Agriculture
6137 (2)	Newmont Gold	Mill Site
6295 (3)	Stitzel	Mining
6470	SFP Minerals	Mining
6512	Martin	Grazing

(1) Lease was transferred to SFP Minerals

(2) 50-year agreement - property is being sold to Lessee
Sections 1 & 11, Twp. 33N, Rge. 51E

(3) Sand & Gravel