

After Recording Return to:
Newmont Mining Corporation
Land Department
555 Fifth Street
Elko, Nevada 89801-3552



0211933

THIRD AMENDMENT TO GRANT OF ROADWAY EASEMENT

THIS THIRD AMENDMENT TO GRANT OF ROADWAY EASEMENT ("Third Amendment"), is made and entered into as of May 23, 2008, by and among Newmont USA Limited, a Delaware corporation d/b/a Newmont Mining Corporation, successor in interest to Newmont Gold Company ("Newmont"), whose address is 555 Fifth Street, Elko, Nevada 89801, (individually or collectively "Grantor"), and Barrick Goldstrike Mines Inc., a Colorado corporation, whose address is P.O. Box 29, Elko, Nevada 89803 ("Grantee").

RECITALS

A. Grantor owns or controls certain lands within Section 3, T. 35N., R. 50E. and Sections 21, 28 and 33, T. 36N., R. 50E, M.D.M., Eureka County, Nevada.

B. By the Grant of Roadway Easement Agreement dated April 29, 1988 (as amended by First Amendment dated August 10, 2004 and Second Amendment dated August 15, 2005, the "Easement Agreement"), Newmont as Grantor granted to Grantee, its successors and assigns, an easement right to construct and maintain an access roadway (the "Access Roadway") across and upon portions of such property, subject to the terms and conditions of the Easement Agreement and as more particularly described on Exhibit A attached thereto (the "Access Roadway Easement").

C. Pursuant to Section 2.4 of the Asset Exchange Agreement dated May 3, 1999 between Newmont and Grantee (the "Asset Exchange Agreement"), Grantor and Grantee agreed to a procedure for relocating certain easements, including the Access Roadway Easement.

D. On or about February 15, 2006, Grantor delivered to Grantee a "Use Modification Notice" pursuant to Section 2.4(c) of the Asset Exchange Agreement, requesting relocation of a portion of the Access Roadway Easement in order to accommodate an expansion of Grantor's heap leach operations in the vicinity of the Access Roadway.

E. Elko Land and Livestock Company, a Nevada corporation, has conveyed all its right, title and interest in and to the Realignment Property, as defined below, to Newmont USA Limited.

F. The parties now desire to amend the Easement Agreement in order to provide for the relocation of a portion of the Access Roadway Easement, and the construction of a new portion of Access Roadway within the relocated portion.

AGREEMENT

In consideration of the covenants and agreements contained herein and in the Easement Agreement, Grantor and Grantee agree as follows:

1. Amendment of Access Roadway Easement to Include Realignment Property. Effective as of the date of this Amendment, the Access Roadway Easement shall include the real property described on Exhibit A attached hereto and depicted on the map attached as Exhibit A-1 attached hereto (the "Realignment Property").

2. Construction of Realignment Roadway. Grantor and Grantee agree that the Access Roadway has been reconstructed, and Grantor acknowledges substantial completion.

3. Abandonment of Easement Underlying Old Access Road. Effective as of the substantial completion of the relocated Access Roadway Segment, on the Realignment Property described on Exhibit "A", Grantee has abandoned, and has no further right, title or interest in that stretch of Access Roadway Easement replaced by the Realignment Property. Provided, however, that nothing in this Section 3 shall diminish or limit the parties' rights and obligations under the easement agreement.

4. Integration. This Third Amendment constitutes the complete and entire understanding and agreement among the parties with respect to the matters set forth herein and supersedes all other understandings, either written or oral, relating to such matters.

5. Ratification. Except as expressly set out in this Third Amendment, no provision of the Easement Agreement is revoked or amended. The Easement Agreement, as amended hereby, is ratified and confirmed by the parties and remains in full force and effect.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, Grantor and Grantee have executed this Third Amendment to be effective as of the date first above written.

Grantor:

Newmont USA Limited, a Delaware corporation
d/b/a Newmont Mining Corporation,

By: Richard J. Matthews

Name: Richard J. Matthews

Title: Vice President

Grantee:

Barrick Goldstrike Mines Inc., a Colorado corporation,

By: John G. Mansanti

Name: John G. Mansanti

Title: MINE GENERAL MANAGER

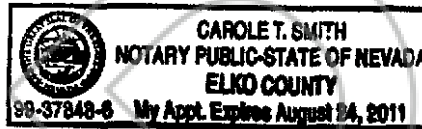


STATE OF NEVADA)
)
COUNTY OF ELKO)

On this 29 day of May, 2008, personally appeared before me, a Notary Public, Richard J. Matthews, Vice President of Newmont USA Limited dba Newmont Mining Corporation, 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 on behalf of Newmont Mining Corporation.

Carole T. Smith
Notary Public

My Commission Expires:
8/24/11



STATE OF NEVADA)
)
COUNTY OF ELKERA)

On this 23 day of MAY, 2008, personally appeared before me, a Notary Public, JOHN MANSANTI, a EMPLOYEE of Barrick Goldstrike Mines Inc., 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 on behalf of Barrick Goldstrike Mines Inc.

Laura McClure
Notary Public

My Commission Expires:
7-20-2011

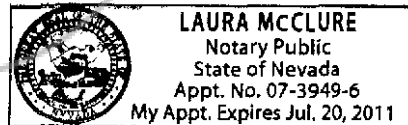


Exhibit A

Legal description of Road Easement for Barrick Road Realignment

All that certain real property situate in the West One-Half (1/2) of Section 28 and the West One-Half (1/2) of Section 33, Township 36 North, Range 50 East, Mount Diablo Meridian, being in the unincorporated portion of the County of Eureka, State of Nevada and being further described as follows:

A strip of land of the uniform width of sixty (60.00) feet lying thirty (30.00) feet, measured at right angles, on both sides of the following described centerline:

Commencing at the Northwest Corner of Section 2, Township 35 North, Range 50 East, Mount Diablo Meridian, being a Closing Corner on the South line of the aforementioned Section 33; Thence from said Point of Commencement, North $04^{\circ}18'20''$ West a distance of 1236.56 feet to a point situate on the existing centerline of the Road commonly called the Barrick Road and being the **True Point of Beginning**:

Thence from said True Point of Beginning, proceeding along the realigned centerline of said Barrick Road, the following eleven (11) courses, distances and arcs:

1. North $00^{\circ}22'37''$ East, 91.56 feet to a point of curvature;
2. Northerly 480.53 feet along the arc of a 990.00 foot radius tangent curve to the right through a central angle of $27^{\circ}48'37''$
3. North $28^{\circ}11'14''$ East, 609.13 feet to a point of curvature;
4. Northerly 386.19 feet along the arc of a 785.00 foot radius tangent curve to the left through a central angle of $28^{\circ}11'14''$;
5. North $00^{\circ}00'00''$ East, 2569.65 feet to a point of curvature;
6. Northerly 189.68 feet along the arc of a 1,010.00 foot radius tangent curve to the left through a central angle of $10^{\circ}45'37''$;
7. North $10^{\circ}45'37''$ West, 932.06 feet to a point of curvature;
8. Northerly 498.79 feet along the arc of a 785.00 foot radius tangent curve to the left through a central angle of $36^{\circ}24'21''$;
9. North $47^{\circ}09'59''$ West , 583.27 feet to a point of curvature;



10. Northerly 495.87 feet along the arc of a 765.00 foot radius tangent curve to the right through a central angle of $37^{\circ}08'19''$; and

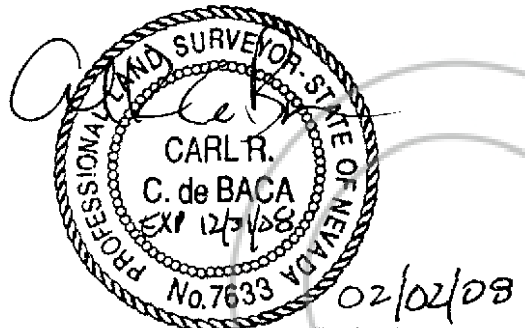
11. North $10^{\circ}01'40''$ West, 52.93 feet to a point situate on the centerline of the aforementioned existing centerline of the Barrick Road and being the Point of Termination for this description.

The sidelines of said strip of land shall terminate at right angles to the aforementioned True Point of Beginning and Point of Termination for this description.

Said strip contains 9.490 acres of land, more or less.

The Basis of Bearings for this description is the Newmont North Area Mine Grid Coordinate system.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.



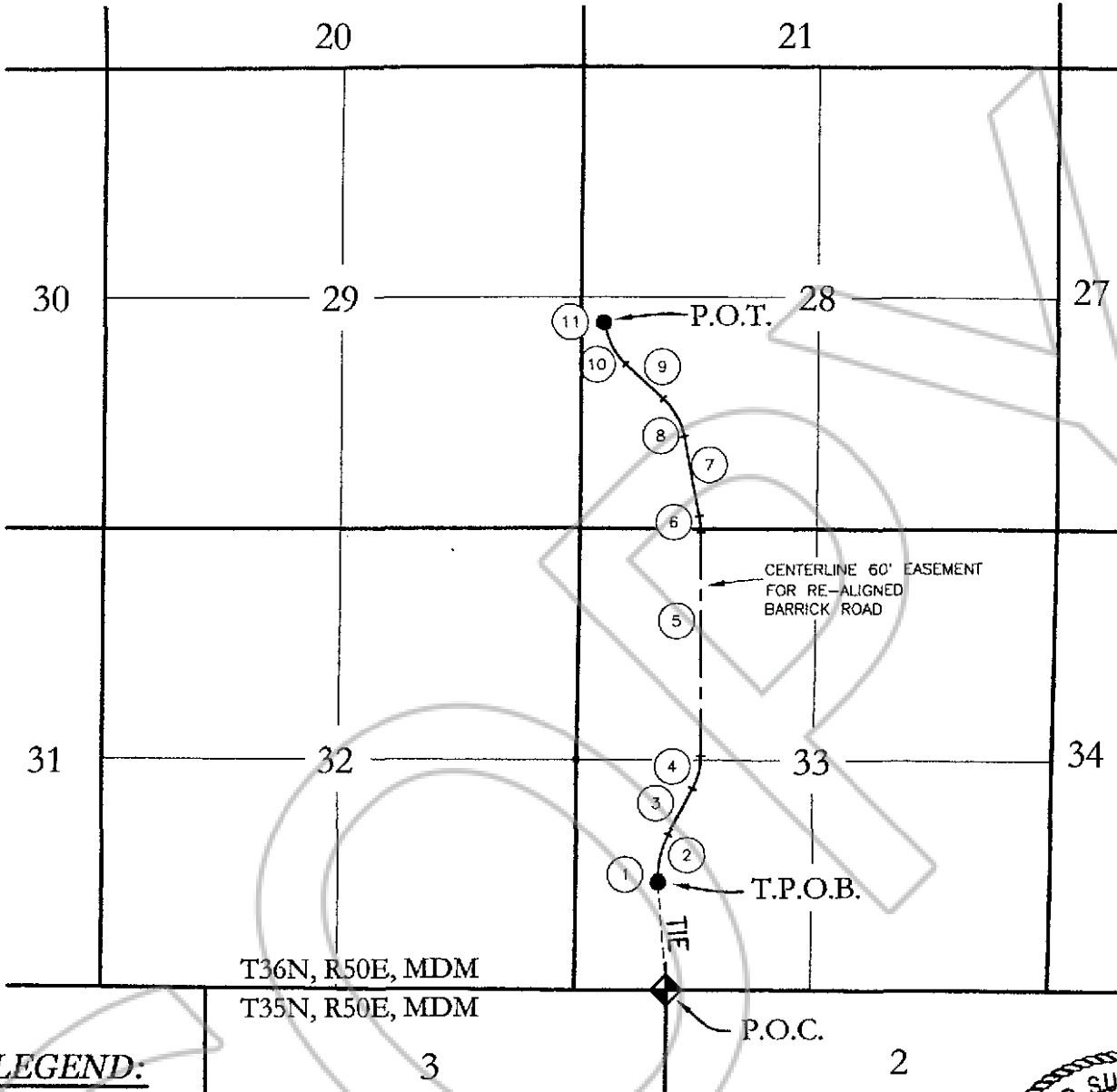
Carl R. C. de Baca PLS7633
Expires December 31, 2008

Prepared by:
Alidade, Inc.
Elko, Nevada

NOTE:

THIS EXHIBIT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE A STAND-ALONE DOCUMENT. PLEASE REFER TO THE ATTACHED LEGAL DESCRIPTION FOR ACCURATE BEARINGS, DISTANCES AND MEASUREMENTS OF SURFACE AREA.

SCALE: 1"=2000'



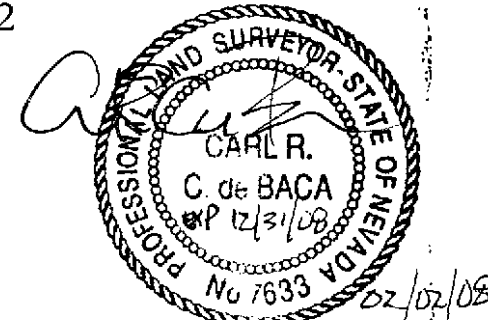
LEGEND:

- SECTION CORNER BRASS CAP
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- ① LEGAL DESCRIPTION COURSE NO. (SEE DESCRIPTION FOR ANNOTATION)

EXHIBIT A-1
**PLAT TO ACCOMPANY
 LEGAL DESCRIPTION
 ROAD EASEMENT**

PORTION OF THE W 1/2 SEC. 28
 AND THE W 1/2 SEC. 33
 TWP. 36 N, R. 50 E., M.D.M.

UNINCORPORATED AREA OF EUREKA COUNTY, NEVADA



CARL R. C. de BACA PLS 7633
 EXPIRES 12/31/08
 ALIDADE, INC.
 P.O. BOX 1586 ELKO, NV 89803
 775-777-8587 TEL & FAX

JANUARY 30, 2008