

APN: 005-140-01

After recording return,
and send tax statements, to:
Palisade Ranch Inc.
PO Box 236
Carlin, Nevada 89822-0236



0211946

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

GRANT, BARGAIN AND SALE DEED

THIS GRANT, BARGAIN AND SALE DEED, made this 8th day of June, 2008, by and between Newmont USA Limited, a Delaware corporation, d/b in Nevada as Newmont Mining Corporation, (successor in interest to Newmont Gold Company) Grantor, and Palisade Ranch, Inc., a Nevada corporation, Grantee;

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful, current money of the United States of America, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said Grantee, all Grantor's right, title, estate or interest in and to that certain real property located in Eureka County, Nevada, more particularly described as:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH, any and all buildings and improvements situate thereon.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions, remainders, rents, issues and profits thereof.

RESERVING THEREFROM, to Grantor the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, ore-bearing materials, coal, oil, gas, other hydrocarbons, geothermal steam, liquids or brines, heat, other geothermal resources and rocks of every kind, except sand and gravel. The mineral estate and rights reserved to Grantor include all of the right, title and interest to minerals in, on or under the property, including, but not limited to, the surface and subsurface of the property, all minerals, mineral elements and compounds and ores, together with all easements and rights-of-way reserved or granted in, on or under the property, together with any and all lodes, veins and mineral deposits extending from or into or contained in the property. The term "minerals" shall include all mineral elements and compounds including by way of example and not by limitation, all barite, copper, gold, iron, silver and other metals, whether the same are presently known to

exist on the property or are subsequently discovered on the property, and regardless of the method of extraction, mining or processing of the same (whether open pit or strip mining, underground mining, surface or subsurface leaching) whether presently or subsequently employed, invented, or developed. Grantor reserves to itself the rights of egress and ingress to and from the property for any and all purposes related to the mineral estate reserved to Grantor. Grantor shall conduct all of its activities in accordance with all applicable laws, regulations, and ordinances, and shall defend, indemnify and hold Grantee from and against all actions, claims, damages and losses resulting from Grantor's exercise of the rights appurtenant to its reserved mineral estate. Grantor shall compensate Grantee for surface damages resulting from Grantor's activities related to Grantor's reserved mineral estate. If Grantee and Grantor are unable to mutually determine the damages resulting to the surface, such damages shall be determined by a mutually acceptable independent appraiser who shall determine the fair market value of the surface damaged as a result of Grantor's activities.

SUBJECT TO, all encumbrances, exceptions and reservations of record.

TO HAVE AND TO HOLD, all and singular, the said premises unto the said Grantee, and to the successors and assigns of the Grantee forever.

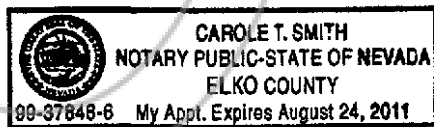
IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed as of the day and year first hereinabove written.

Newmont USA Limited:

By: Richard J. Matthews
Richard J. Matthews
Title: Vice President

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this 18 day of June, 2008, personally appeared before me, a Notary Public, Richard J. Matthews, known or proved to me to be said person, who acknowledged that he executed the foregoing instrument as the Vice President of Newmont USA Limited.

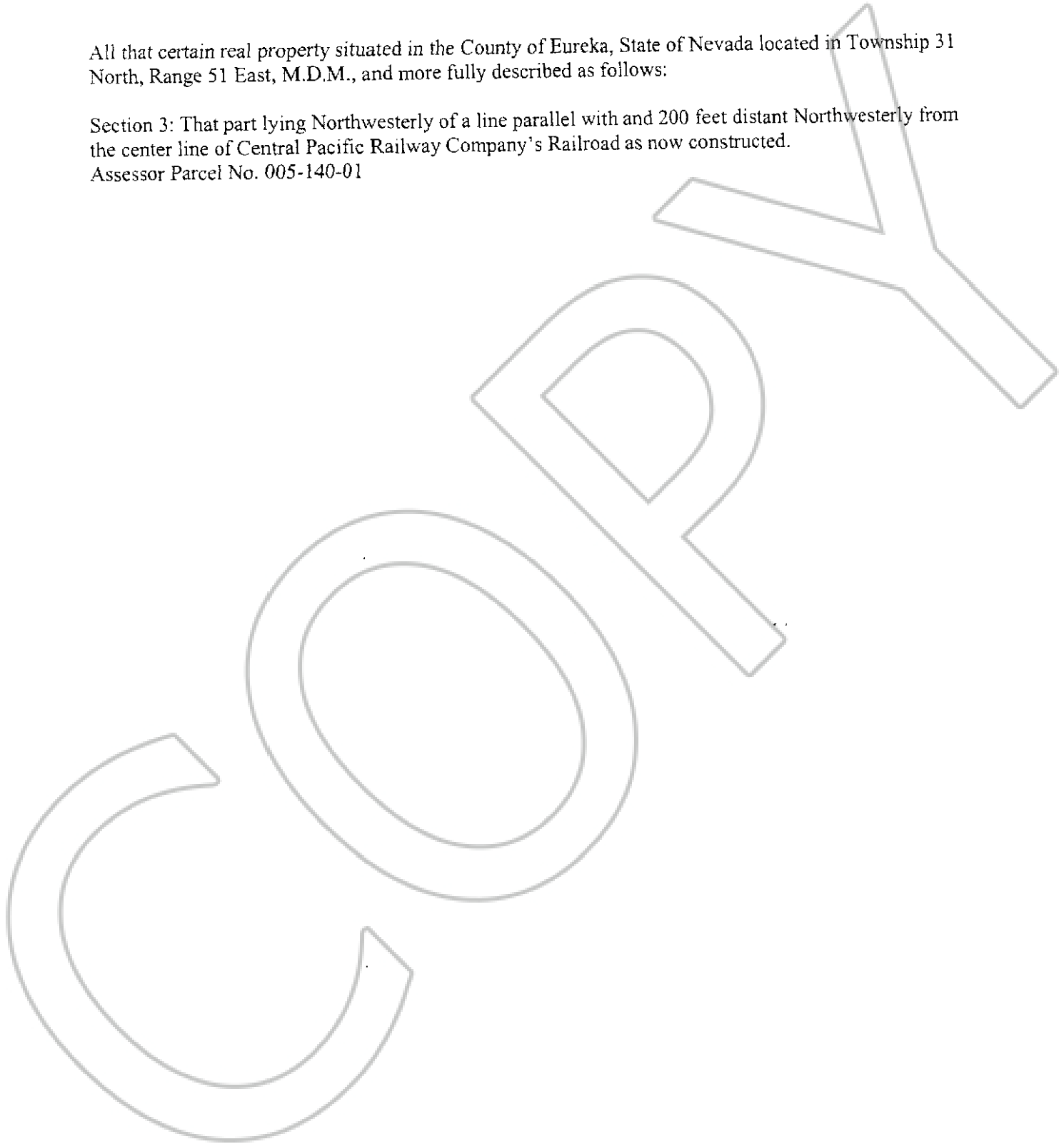


Carole T. Smith
NOTARY PUBLIC

EXHIBIT A

All that certain real property situated in the County of Eureka, State of Nevada located in Township 31 North, Range 51 East, M.D.M., and more fully described as follows:

Section 3: That part lying Northwesterly of a line parallel with and 200 feet distant Northwesterly from the center line of Central Pacific Railway Company's Railroad as now constructed.
Assessor Parcel No. 005-140-01



STATE OF NEVADA
DECLARATION OF VALUE FORM

Recording requested By
NEWMONT USA LTD

Eureka County - NV

Mike Rebaleati - Recorder

Page 1 of 1 Fee: \$16.00
Recorded By: FS RPTT: \$42.90
Book- 0473 Page- 0355

1. Assessor Parcel Number(s)

- a) 009-140-01
- b) _____
- c) _____
- d) _____

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l.
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

\$ 10,887 (Land exchange)

Deed in Lieu of Foreclosure Only (value of property) _____

Transfer Tax Value: _____

\$ 42.90

Real Property Transfer Tax Due _____

\$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Richard J. Matthews

Capacity Vice President

Signature Lisa Stetzel

Capacity Seller

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: NEWMONT USA LIMITED
Address: 555 FIFTH ST
City: ELKO
State: NV Zip: 89801

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: PALISADE RANCH INC
Address: PO Box 236
City: CARUN
State: NV Zip: 89822

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____
Address: _____
City: _____

Escrow #: _____
State: _____ Zip: _____