Official Record Recording requested By NEWMONT USA LTD

Eureka County - NV Mike Rebaleati - Recorder

Page 1 Fee: \$15.00 Recorded By Book- 0473 Page- 0355

After recording return,

APN: 005-140-01

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

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 /844 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: Pechas / Meathers
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-STATE OF NEVADA
ELKO COUNTY
99-37848-6 My Appt. Expires August 24, 2011

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



DOC # DV-211946

06/23/2008

Official Record

Recording requested By NEWMONT USA LTD STATE OF NEVADA

DECLARATION OF VALUE FORM	Eureka County - NV
1. Assessor Parcel Number(s)	\ \ \
a) 005-140-01	Mike Rebaleati - Recorder
b)	Page 1 of 1 Fee: \$16.00
c)	Recorded By: FS RPTT: \$42.90
d)	Book- 0473 Page- 0355
2. Type of Property:	
a) X Vacant Land b) Single Fam.	Res. FOR RECORDER'S OPTIONAL USE ONLY
c) Condo/Twnhse d) 2-4 Plex	Book: Page:
e) Apt. Bldg f) Comm'l/Ind	'I Date of Recording.
g) Agricultural h) Mobile Hon	ne Notes:
Other	
3. Total Value/Sales Price of Property	\$10,887 (Land exchange)
Deed in Lieu of Foreclosure Only (value of pr	operty) (
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 acknowledge	es, under penalty of perjury, pursuant to
NRS 375.060 and NRS 375.110, that the information	ion provided is correct to the best of their
information and belief, and can be supported by d	ocumentation if called upon to substantiate the
information provided herein. Furthermore, the pa	rties agree that disallowance of any claimed
exemption, or other determination of additional ta	x due, may result in a penalty of 10% of the tax
due plus interest at 1% per month. Pursuant to N	RS 375.030, the Buyer and Seller shall be
jointly and severally liable for any additional amo	unt owed.
1 1 11 12 2	11.000
Signature Reclient J. Metthews	Capacity <u>Vice Presedent</u> Seller
10 /14/	Seller
Signature That State	Seller Capacity pres
SELLÉR (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
(REQUIRED)	(REQUIRED)
Print Name: HEWMONT USA LIMITED	Print Name: PALISADE RANCH INC
Address: 555 FIFTH ST	Address: PO Box 236
City: ELKO	City: CARUN
State: NV Zip: 89801	State: NV Zip: 89872
	,
COMPANY/PERSON REQUESTING RECOI	
Print Name:	Escrow #:
Address:	
City:	State: Zip:

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED