

After recording, return to:
Newmont Mining Corporation
Attn: Land Department
1655 Mountain City Highway
Elko, Nevada 89801-2800

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



Sixth Amendment to Purchase Option Agreement

This Sixth Amendment to Purchase Option Agreement (this "Amendment") is made and entered into as of December, 21st, 2009, by and between Elko Land and Livestock Company, a Nevada corporation ("Grantor"), and Newmont USA Limited, a Delaware corporation, doing business in Nevada as Newmont Mining Corporation ("Grantee").

Recitals

A. Grantor and Grantee entered into that certain Purchase Option Agreement dated as of May 31, 1995 (as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment described below, the "Option Agreement"), which was recorded in the Official Records of Eureka County, Nevada on June 12, 1995, in Book 283 at Page 414, in the Official Records of Elko County, Nevada on June 13, 1995, in Book 895 at Page 629, and in the Official Records of Lander County, Nevada on June 13, 1995 in Book 417 at Page 768. Pursuant to the Option Agreement, Grantor granted to Grantee an option to purchase certain real property located in Elko, Eureka and Lander Counties, Nevada as more particularly described in the Option Agreement (the "Subject Property"). Grantor and Grantee subsequently executed five amendments to the Option Agreement as follows:

First Amendment to Purchase Option Agreement dated as of May 3, 1999 (the "First Amendment"), which was recorded in the official records of Eureka County, Nevada on May 6, 1999, in Book 326 at Page 566, and in the official records of Elko County, Nevada on May 6, 1999, in Book 1098 at Page 140; and

Second Amendment to Purchase Option Agreement dated as of October 5, 1999 (the "Second Amendment"), which was recorded in the official records of Eureka County, Nevada on October 6, 1999, in Book 330 at Page 016; and

Third Amendment to Purchase Option Agreement dated as of March 23, 2004 (the "Third Amendment"), which was recorded in the official records of Eureka County, Nevada on April 8, 2004, in Book 377 at Page 298; and

Fourth Amendment to Purchase Option Agreement dated as of August 10, 2005 (the "Fourth Amendment"), which was recorded in the official records of Eureka County, Nevada on August 22, 2005, in Book 419 at Page 375; and

Fifth Amendment to Purchase Option Agreement dated as of August 16, 2006 (the "Fifth Amendment"), which was recorded in the official records of Eureka County, Nevada on August 16, 2006, in Book 440 at Page 265.

B. Grantor and Grantee wish to further amend the Option Agreement to delete and exclude from the Subject Property and the Option Agreement a portion of the Subject Property located in Eureka County, Nevada as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Excluded Property").

Agreements

In consideration of the mutual covenants and agreements stated in this Amendment, Grantor and Grantee agree as follows:

1. Amendment. Effective as of the date of this Amendment, the Option Agreement is amended as follows:

- a. The Excluded Property shall be deleted and excluded from the Subject Property and, notwithstanding any reference thereto in the Option Agreement, the Excluded Property shall not be subject to the Option Agreement.
- b. All references in the Option Agreement to the "Agreement" shall mean the Agreement as amended by this Amendment.

2. Effect of Amendment. Except as specifically stated in this Amendment, the Option Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Option Agreement, this Amendment shall control.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to that State's conflict of laws provisions.

Grantor and Grantee have executed this Amendment as of the date first written above.

Elko Land and Livestock Company

By: Robert L. Chapman

Robert L. Chapman
Title: Vice President

Newmont USA Limited

By: Richard J. Matthews

Richard J. Matthews
Title: Vice President



STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On December 21st, 2009, personally appeared before me, a Notary Public, Robert L. Chapman, Vice President of Elko Land and Livestock Company, 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.

P.J. Glass
Notary Public

My Commission Expires:

April 11, 2010



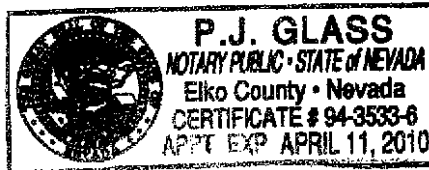
STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On December 21st, 2009, personally appeared before me, a Notary Public, Richard J. Matthews, Vice President of Newmont USA Limited, 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.

P.J. Glass
Notary Public

My Commission Expires:

April 11, 2010



**EXHIBIT A
TO
SIXTH AMENDMENT TO PURCHASE OPTION AGREEMENT**

Excluded Property

All that certain real property described as follows:

Parcel 1: An undivided three-eighths (3/8) in and to all minerals lying in, on and under that certain real property more particularly described as follows:

Township 34 North, Range 51 East, Mount Diablo Meridian

Section 27: NW1/4

Township 35 North, Range 50 East, Mount Diablo Meridian

Section 3: E1/2

Section 5: ALL

Section 15: E1/2, N1/2NW1/4, SE1/4NW1/4, E1/2SW1/4NW1/4, SW1/4

Section 23: ALL

Township 35 North, Range 51 East, Mount Diablo Meridian

Section 19: Lots 1 through 4 (NW1/4)

Parcel 2: The surface and all surface rights in and to the certain real property more particularly described as follows:

Township 34 North, Range 51 East, Mount Diablo Meridian

Section 25: That portion Southwesterly of the drift fence as now constructed in 1946
(APN 004-200-25 with Section 36 lands below)

Section 27: NW1/4 (APN 004-200-11)

Section 36: NE1/4NW1/4, SW1/4NE1/4, that portion of NW1/4NE1/4 South and West of the new drift fence as now constructed
(APN 004-200-25 with Section 25 lands above)



Township 35 North, Range 50 East, Mount Diablo Meridian

Section 13: E1/2, S1/2NW1/4, SW1/4 (APN 004-090-09)

Section 15: E1/2, N1/2NW1/4, SE1/4NW1/4, E1/2SW1/4NW1/4, SW1/4
(APN 004-090-08)

Section 23: ALL (APN 004-100-04)

Township 35 North, Range 51 East, Mount Diablo Meridian

Section 19: Lots 1 through 10, NE1/4, E1/2SE1/4 (ALL) (APN 004-120-01)

Section 29: ALL (APN 004-120-08)

The said drift fence referred to in the forgoing description and referred to as "drift fence constructed in 1946" consists of three segments of fence, the one referred to above is more particularly described as follows:

Fence in Section 25 and Section 36, Township 34 North, Range 51 East, MDB&M:
Beginning at a point where new drift fence intersects the East line of the NW1/4NE1/4 of Section 36, whence the quarter corner between Sections 25 and 36, Township 34 North, Range 51 East, MDB&M, bears North 65°40' West 1,447.32 feet; thence North 65°04' West 2,129.57 feet, thence North 20°11' East 581.60 feet; thence North 57°17' West 2,624.80 feet, a point on the West line of Section 25, whence the quarter corner between Sections 25 and 26, Township 34 North, Range 51 East, MDB&M bears North 0°21' East 425.80 feet.

