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Eureka County - NV

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RPTT:

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Book- 526 Page- 0189



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Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law:

Signature (Print name under signature)

Title

Bill of Sale of Facility
(Insert Title of Document Above)
NO REAL PROPERTY

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If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

BILL OF SALE

THIS BILL OF SALE, dated January 5, 2012 ("Bill of Sale"), between NEWMONT USA LIMITED, a Delaware corporation, successor to Newmont Gold Company (the "Buyer"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor in interest to Shawmut Bank Connecticut, National Association, not in its individual capacity, but solely as trustee (the "Seller") under Trust Agreement No. 1 and Trust Agreement No. 2 (the "Trust Agreements"), each dated as of July 15, 1994 with Philip Morris Capital Corporation, a Delaware corporation (the "Owner Participant").

WITNESSETH:

WHEREAS, Seller and Buyer are a party to that certain Lease (Trust No. 1) and that certain Lease (Trust No. 2), each dated as of September 30, 1994 (the "Leases").

WHEREAS, pursuant to the terms of the Leases Buyer currently leases from Seller a 100% Undivided Interest (as defined in the Leases) in the refractory gold ore treatment facility located approximately six miles north of Carlin, Nevada as described in Attachment 1 hereto (the "Facility"); and

WHEREAS, pursuant to Section 14 of each of the Leases, Buyer has elected to exercise the Early Purchase Option to purchase Seller's 100% Undivided Interest in the Facility.

NOW, THEREFORE, in consideration of the premises, and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Sale of Facility.* For and in consideration of the payments by Buyer of all amounts owed pursuant to Section 14 and Schedule 4 of the Leases, the Seller does hereby SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER unto the Buyer, its successors and assigns, all of its right, title to and interest in and to the Seller's 100% Undivided Interest in the Facility, including the assets described in Attachment 1 hereto and located on the real property described in Attachment 2 hereto; TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns, on an "as is, where-is basis" without recourse warranty of any kind or nature except as expressly stated herein. The Seller hereby acknowledges that all interests of the Seller in the Facility are terminated.

SECTION 2. *Seller and Owner Participant's Warranty.* The Seller DOES HEREBY COVENANT AND WARRANT that it is transferring its 100% Undivided Interest in the Facility to the Buyer free and clear of Lessor's Liens (as defined in the Leases). The Owner Participant DOES HEREBY COVENANT AND WARRANT that such transfer is made free and clear of all Owner Participant's Liens (as defined in the Leases).

SECTION 3. *Disclaimer of Other Warranties.* THE SELLER SELLS AND THE BUYER TAKES THE FACILITY AS IS AND WHERE IS, AND THE SELLER AND THE OWNER PARTICIPANT SHALL NOT BE DEEMED TO HAVE MADE, AND THE



SELLER AND THE OWNER PARTICIPANT HEREBY DISCLAIM, ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE DESIGN OR CONDITION OF THE FACILITY, ANY COMPONENT INCORPORATED THEREIN, THE MERCHANTABILITY THEREOF OR THE FITNESS THEREOF FOR ANY PARTICULAR PURPOSE, TITLE TO THE FACILITY, ANY COMPONENT INCORPORATED THEREIN, THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREOF OR THE CONFORMITY THEREOF TO THE PLANS AND SPECIFICATIONS, OR THE ABSENCE OF ANY LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, NOR SHALL THE SELLER OR THE OWNER PARTICIPANT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LIABILITY IN TORT, STRICT OR OTHERWISE), IT BEING AGREED THAT ALL SUCH RISKS, AS AMONG THE SELLER, THE OWNER PARTICIPANT AND THE BUYER, ARE TO BE BORNE BY THE BUYER.

SECTION 4. *Merger of Interest in Facility and Real Property.* Buyer intends that its interest in the Facility merge with its interest in the real property described in Attachment 2 (with this instrument to be effective as a conveyance to the extent necessary to accomplish such merger of title of the Facility with such real property), such that title to the Facility may be conveyed or affected by any future instrument dealing with such real property or any part thereof, to the extent provided under applicable Nevada law (and without the restrictions on title imposed under the two Bills of Sale and Notice of Severance dated as of September 30, 1994 pursuant to which Buyer previously sold its interest in the Facility to Seller).

SECTION 5. *Governing Law.* The interpretation of this Bill of Sale and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New York.

SECTION 6. *Counterparts.* This Bill of Sale may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 7. *Defined Terms.* Capitalized terms used herein shall, unless defined herein, have the respective meanings set forth the respective Leases as applicable.

SECTION 8. *Limitation on Liability.* It is expressly understood and agreed that (a) this Bill of Sale is executed and delivered by U.S. Bank National Association, not individually or personally but solely as trustee under the Trust Agreements ("Owner Trustee"), (b) any representation, undertaking or agreement herein or therein made on the part of the Owner Trustee is made and intended not as a representation, undertaking and agreement by U.S. Bank National Association in its individual capacity, and (c) under no circumstances shall U.S. Bank National Association be liable in its individual capacity for the payment of any indebtedness or expenses of Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Owner Trustee hereunder, except as set forth in the Transaction Documents (as defined in the Leases).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Bill of Sale effective the 5th day of January, 2012.

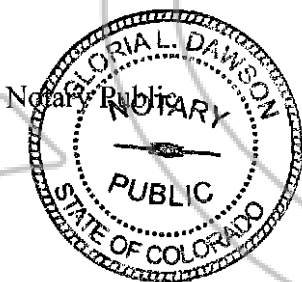
NEWMONT USA LIMITED

By: [Signature]
Name: Thomas P. Mahoney
Title: VP and Treasurer

State of Colorado)
) ss.
County of Arapahoe)

On this 3rd day of January, 2012, before me personally appeared Thomas P. Mahoney, as Vice President, Treasurer of NEWMONT USA LIMITED, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above document in said capacity on behalf of said corporation.

(seal)



[Signature]
My Commission Expires 7-15-15



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Other than with respect to Section 4:

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity, but solely
as Owner Trustee under Trust Agreement
No. 1 and Trust Agreement No. 2, each
dated as of July 15, 1994 with Philip Morris
Capital Corporation

By: Cauna M. Silva
Name: Cauna M. Silva
Title: Vice President

State of Connecticut)
County of Hartford) ss.

On this 4th day of January, 2012, before me personally appeared
Cauna M. Silva, as Vice President of U.S. BANK NATIONAL
ASSOCIATION, whose identity was proven to me on the basis of satisfactory evidence to be the
person who he or she claims to be, and acknowledged that he or she signed the above document
in said capacity on behalf of said entity.

(seal)

Notary Public

Karen R. Felt

KAREN R. FELT
Notary Public, State of Connecticut
My Commission Expires Feb. 28, 2014

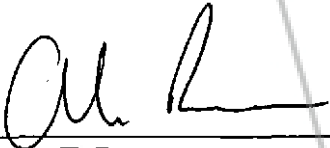


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With respect to Sections 2 and 3 only:

PHILIP MORRIS CAPITAL CORPORATION

By: 

Name: Alex T. Russo

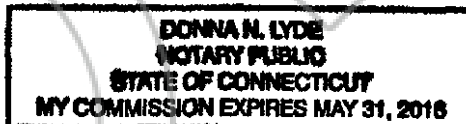
Title: Vice President

State of Connecticut)
) ss.
County of Fairfield)

On this 4th day of January, 2012, before me personally appeared Alex T. Russo, as a Vice President of PHILIP MORRIS CAPITAL CORPORATION, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document in said capacity on behalf of said corporation.

(seal)


Notary Public



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ATTACHMENT 1
to
BILL OF SALE

The Facility consists of the structures, machinery and equipment which together make up an integrated refractory gold ore treatment process facility. The principal components of the Facility are (1) a primary and secondary crushing circuit composed of, among other things, a jaw crusher, a high-angle conveyor, a screen and standard cone crusher, a radial stacker, reclaim feeders and a lime bin, (2) a dry grinding circuit composed of, among other things, a natural gas-fired burner, a double rotator grinding unit with an integral drying chamber, primary and secondary air classifiers, a fine ore bin, a bucket elevator and two baghouse clusters, (3) a roasting circuit consisting of two parallel trains with a shared SO₂ scrubber and each with a day feed bin, a circulating fluid bed preheater circuit and baghouse, a circulating fluid bed roaster, two four-stage calcine coolers and two calcine quench tanks, (4) a thickening, cooling and CIL/CIP circuit, consisting of, among other things, six CIL tanks, 5 CIP tanks, a neutralization tank and related pumps, piping and compressors, (5) a gas cooling and cleaning circuit consisting of, among other things, a washing tower, two gas coolers, a fluorine removal tower and electrostatic precipitators, (6) a sulfuric acid plant consisting of, among other things, a drying tower, heat exchangers, a multiple bed converter vessel, intermediate and final absorption towers, a scrubber, a filter and sulfuric acid tanks and (7) related conveyor systems, pollution control equipment, emission stacks, cooling tower, a propane back-up system, water and acid pipelines and storage tanks.

Set forth below is a more detailed list of the assets comprising the Facility each of which is located on the process plot plan of the site on which the Facility is located near Carlin, Nevada, a reduced copy of which is attached hereto as Annex 1. Each number on the attached plot corresponds to the number next to the asset set forth below.

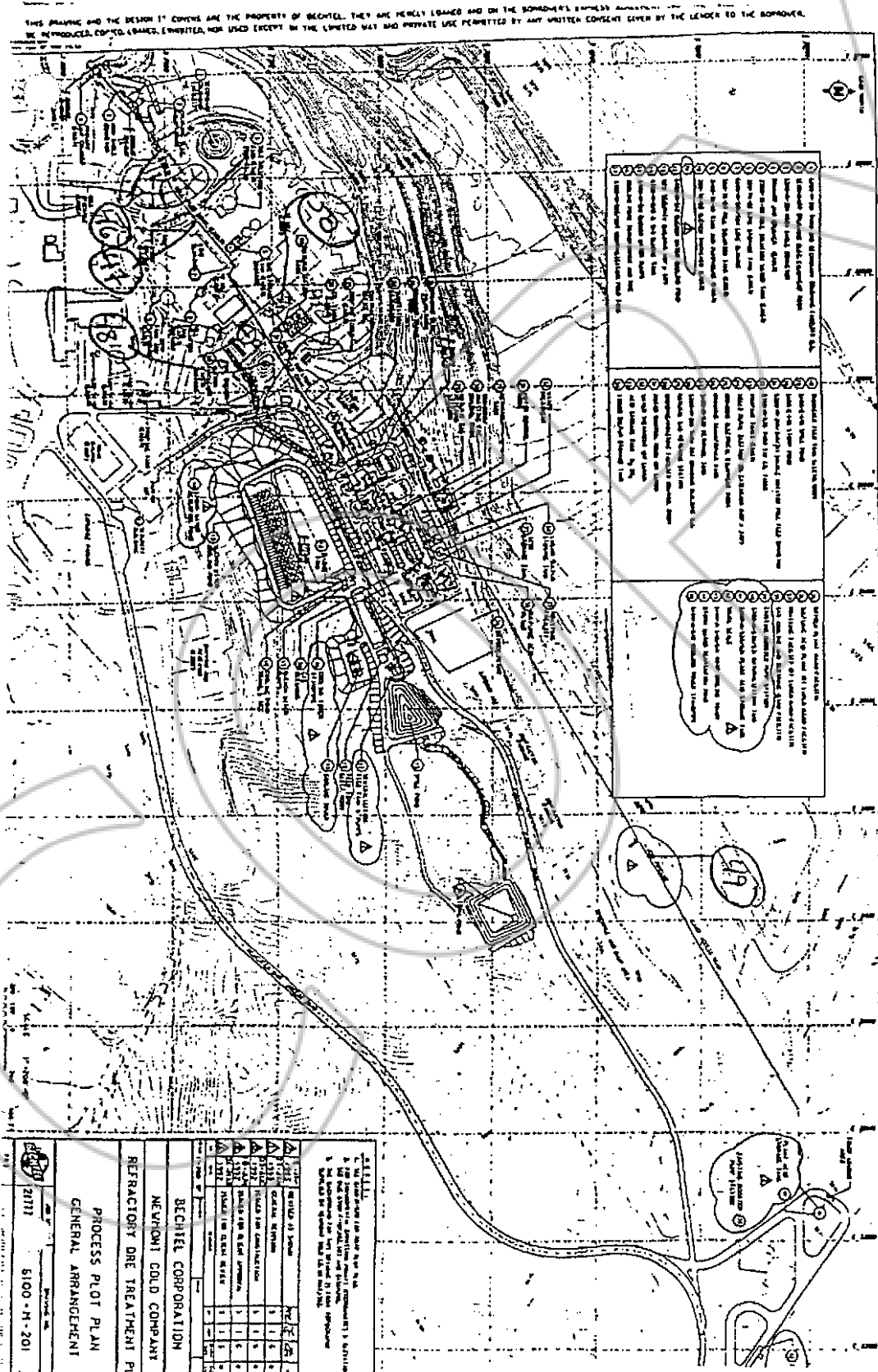
1. Secondary Crushing Facility G.A.
2. Secondary Crushing Electrical Equipment Room
3. High Angle Conveyor
4. Primary Jaw Crusher
5. [Intentionally left blank]
6. 300-TK-02 Lime storage Tank
7. Lime Slaking
8. [Intentionally left blank]
9. [Intentionally left blank]
10. 300-TK-03 Quench Thickener
11. [Intentionally left blank]
12. Equipment and improvements relating to Quench Water Cooling Pond
13. [Intentionally left blank]
14. Sludge Tank
15. Equipment and improvements relating to Quench Water Pumps
16. Cooling Pond Transformer and MCC
17. Neutralization Feed Tank



18. Thickener Feed Tank Electrical Room
19. Equipment and improvements relating to Spill Pond
20. Equipment and improvements relating to Storm Pond
21. Double Rotator Mill Feed Conveyor
22. Five CIL TANKS
23. Six Propane Tanks
24. [Intentionally left blank]
25. Grinding Electrical Equipment Room
26. Equipment and improvements relating to Grinding Transformer Yard
27. Methanol Tank
28. Grinding Building G.A.
29. [Intentionally left blank]
30. Grinding/Roasting Facility Control Room
31. Motor Control Room
32. Water Treatment
33. Acid Storage Tank H_2SO_4
34. Liquid Sulfur Storage Tank
35. [Intentionally left blank]
36. Sulfuric Acid Plant (By Lurgi)
37. Roasting Facility (By Lurgi)
38. Gas Cooling and Cleaning
39. [Intentionally left blank]
40. Neutralization Tank
41. Plant Acid Storage Tank
42. [Intentionally left blank]
43. ROTP Cooling Tower
44. Equipment and improvements relating to Storm Water Retention Pond
45. Cooling Tower Standpipe
46. 200 BM 001 Radial Stacker
47. 300 CV 001 Mill Feed Conveyor System
48. Equipment and improvements relating to 2375 Spill Catchment Pond
49. Sulfuric Acid Pipeline
50. 400 TK 010-15 Six CIP Tanks



ANNEX 1 TO LIST OF ASSETS



REAL PROPERTY AND EASEMENTS

All that certain lot, piece or parcel of land situate in the County of Eureka, State of Nevada, described as follows:

PORTIONS OF THE NORTH HALF OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST; THE SOUTH HALF OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST; AND THE WEST HALF OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, MOUNT DIABLO MERIDIAN; SAID PORTIONS TO DEFINE THE LIMITS OF AN EASEMENT KNOWN AS THE CONVEYOR PLOT AREA AND EACH OF FOUR SITE INTEREST PARCELS KNOWN AS FOLLOWS: SITE INTEREST PARCEL 1, AN APPROXIMATE 47.69 ACRE LEASE PARCEL; SITE INTEREST PARCEL 2, AN APPROXIMATE 6.28 ACRE LEASE PARCEL; SITE INTEREST PARCEL 3, AN APPROXIMATE 2203.84 SQUARE FOOT LEASE PARCEL; SITE INTEREST PARCEL 4, AN APPROXIMATE 456.75 SQUARE FOOT LEASE PARCEL, EACH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR EACH OF THE FOLLOWING DESCRIPTIONS IS THE EAST SECTION LINE OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, DEPICTED AS NORTH 00°05' 41" WEST ON EXHIBIT "A" ATTACHED TO THAT CERTAIN SHORT FORM LEASE BETWEEN NEWMONT GOLD COMPANY, AS LESSOR, AND PRAXAIR, INC., AS LESSEE, DATED THE 23RD DAY OF NOVEMBER, 1992, RECORDED IN BOOK 244 AT PAGE 072 IN THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA.

SITE INTEREST PARCEL 1

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 00°05' 41" WEST, COINCIDENT WITH THE EAST LINE OF THE AFOREMENTIONED SECTION 36, 731.30 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SECTION LINE, SOUTH 62°51'52" WEST, 74.18 FEET;



THENCE SOUTH 06°43' 15" EAST, 172.08 FEET;
 THENCE SOUTH 44°36' 42" WEST, 294.74 FEET;
 THENCE SOUTH 69°37' 35" WEST, 1000.00 FEET;
 THENCE NORTH 87°26' 12" WEST, 192.16 FEET;
 THENCE NORTH 33°52' 32" WEST, 203.42 FEET;
 THENCE SOUTH 81°41' 37" WEST, 171. 61 FEET;
 THENCE SOUTH 57°11' 05" WEST, 103.37 FEET;
 THENCE NORTH 39°50' 14" WEST, 74.74 FEET;
 THENCE SOUTH 50°41' 48" WEST, 95.22 FEET;
 THENCE SOUTH 41°31' 00" EAST, 38.92 FEET;
 THENCE SOUTH 51°49' 09" WEST, 55.80 FEET;

THENCE NORTH 40°35' 04" WEST, 169.95 FEET, TO A POINT COINCIDENT WITH THE
"CONVEYOR PLOT AREA EASEMENT" PERIMETER LINE, AS DESCRIBED WITHIN
 THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF
"CONVEYOR PLOT AREA EASEMENT";

THENCE COINCIDENT WITH SAID "CONVEYOR PLOT AREA EASEMENT"
 PERIMETER LINE THROUGH THE FOLLOWING THREE COURSES, CONTINUING
 NORTH 40°35' 04" WEST, 8.50 FEET, TO A POINT KNOWN AS POINT 'A';

THENCE DEPARTING POINT 'A', NORTH 48°03' 57" EAST, 20.00 FEET;

THENCE NORTH 39°24' 28" WEST, 7.88 FEET;

THENCE DEPARTING SAID COINCIDENT "CONVEYOR PLOT AREA EASEMENT"
 PERIMETER LINE, CONTINUING NORTH 39°24' 28" WEST, 198.71 FEET;

THENCE NORTH 49°55' 58" EAST, 219.88 FEET;

THENCE SOUTH 40°03' 39" EAST, 224.41 FEET;

THENCE NORTH 58°55' 30" EAST, 547.94 FEET;

THENCE NORTH 34°22' 52" WEST, 363.22 FEET;



THENCE NORTH 64°34' 35" EAST, 506.09 FEET;

THENCE NORTH 69°41' 40" EAST, 225.46 FEET;

THENCE NORTH 63°24' 23" EAST, 285.70 FEET;

THENCE NORTH 57°06' 34" EAST, 195.70 FEET;

THENCE NORTH 72°24' 44" EAST, 237.36 FEET;

THENCE NORTH 67°59' 38" EAST, 188.43 FEET;

THENCE NORTH 78°31' 52" EAST, 257.54 FEET;

THENCE NORTH 62°17' 00" EAST, 282.30 FEET;

THENCE NORTH 65°30' 30" EAST, 239.04 FEET;

THENCE NORTH 56°22' 52" EAST, 938.04 FEET;

THENCE NORTH 67°58' 58" EAST, 372.63 FEET;

THENCE NORTH 66°46' 21" EAST, 290.51 FEET;

THENCE NORTH 12°07' 24" WEST, 153.64 FEET;

THENCE NORTH 34°30' 49" EAST, 301.06 FEET, TO A POINT ON A CURVE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 766, AS RECORDED IN BOOK 76, PAGES 144-148 OF DEEDS, IN THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA;

THENCE ALONG SAID CURVE, WHICH IS NON-TANGENT AND CONCAVE TO THE SOUTHWEST, DEPARTING A TANGENT WHICH BEARS SOUTH 59°18' 00" EAST, COINCIDENT WITH THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 766, SAID CURVE HAVING A RADIUS OF 9900.00 FEET, PASSING THROUGH A CENTRAL ANGLE OF 2°09' 27", AN ARC DISTANCE OF 372.79 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 40°20' 12" WEST, 98.74 FEET;

THENCE NORTH 89°32' 34" WEST, 383.38 FEET;

THENCE SOUTH 12°07' 24" EAST, 154.01 FEET;

THENCE SOUTH 66°46' 21" WEST, 319.68 FEET;

THENCE SOUTH 67°58' 58" WEST, 369.44 FEET;
 THENCE SOUTH 56°22' 52" WEST, 937.28 FEET;
 THENCE SOUTH 65°30' 30" WEST, 240.85 FEET;
 THENCE SOUTH 62°17' 00" WEST, 286.32 FEET;
 THENCE SOUTH 78°31' 52" WEST, 259.31 FEET;
 THENCE SOUTH 67°59' 38" WEST, 186.55 FEET;
 THENCE SOUTH 72°24' 44" WEST, 234.01 FEET;
 THENCE SOUTH 57°06' 34" WEST, 192.93 FEET;
 THENCE SOUTH 63°24' 23" WEST, 145.17 FEET;
 THENCE SOUTH 34°22' 52" EAST, 3.18 FEET;
 THENCE NORTH 73°03' 21" EAST, 638.50 FEET;
 THENCE SOUTH 23°58' 36" EAST, 333.36 FEET;
 THENCE NORTH 62°51' 52" EAST, 1053.72 FEET;
 THENCE SOUTH 27°08' 08" EAST, 292.71 FEET;
 THENCE SOUTH 62°51' 52" WEST, 1217.41 FEET, TO THE POINT OF
 BEGINNING.

LESS AND EXCEPTING THOSE LANDS SUBJECT TO THAT CERTAIN LEASE
 AGREEMENT DESCRIBED WITHIN THAT CERTAIN SHORT FORM LEASE BETWEEN
 NEWMONT GOLD COMPANY, AS LESSOR, AND PRAXAIR, INC., AS LESSEE, DATED
 THE 23RD DAY OF NOVEMBER, 1992 ENCOMPASSING THAT STRUCTURE KNOWN
 AS THE OXYGEN PLANT, RECORDED IN BOOK 244, AT PAGE 072, IN THE OFFICE OF
 THE RECORDER OF EUREKA COUNTY, NEVADA, TOGETHER WITH A 10 FOOT
 WIDE STRIP COINCIDENT WITH THE NORTHEASTERLY PERIMETER OF THE SAID
 OXYGEN PLANT, BOTH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED SOUTHEAST SECTION CORNER, OF
 SECTION 36;

THENCE NORTH 16°01' 05" WEST, 1077.63 FEET, TO THE POINT OF BEGINNING;

THENCE COINCIDENT WITH THE AFOREMENTIONED OXYGEN PLANT LEASE LINE THROUGH THE FOLLOWING THREE COURSES, SOUTH 50°00' 00" WEST 248.70 FEET;

THENCE NORTH 24°48' 00" WEST, 296.03 FEET;

THENCE NORTH 65°12' 00" EAST, 240.00 FEET;

THENCE DEPARTING SAID OXYGEN PLANT LEASE LINE, DEFINING THE AFOREMENTIONED 10 FOOT WIDE STRIP, CONTINUING NORTH 65°12' 00" EAST, 10.00 FEET;

THENCE SOUTH 24°48' 00" EAST, 228.11 FEET;

THENCE SOUTH 50°00' 00" WEST, 10.36 FEET TO THE POINT OF BEGINNING.

SITE INTEREST PARCEL 2

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE SOUTH 86°39' 35" WEST, 2469.72 FEET TO POINT 'C' AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID POINT 'C', SOUTH 17°51' 15" EAST, 163.93 FEET;

THENCE SOUTH 11°37' 36" WEST, 69.90 FEET;

THENCE SOUTH 45°15' 32" WEST, 175.84 FEET;

THENCE NORTH 88°55' 21" WEST, 81.84 FEET;

THENCE NORTH 55°20' 37" WEST, 171.49 FEET;

THENCE SOUTH 26°41' 22" WEST, 248.89 FEET;

THENCE SOUTH 41°41' 56" WEST, 244.91 FEET;

THENCE NORTH 41°49' 28" WEST, 370.66 FEET;

THENCE NORTH 49°09' 31" EAST, 470.21 FEET;



THENCE SOUTH 51°48' 53" EAST, 139.94 FEET;

THENCE NORTH 35°02' 06" EAST, 172.49 FEET;

THENCE NORTH 63°15' 27" EAST, 225.71 FEET;

THENCE SOUTH 40°19' 00" EAST, 88.70 FEET, TO A POINT ON THE PERIMETER LINE OF THE AFOREMENTIONED "CONVEYOR PLOT AREA EASEMENT";

THENCE SOUTH 28°40' 00" EAST, COINCIDENT WITH SAID PERIMETER LINE, 20.43 FEET TO THE POINT OF BEGINNING.

SITE INTEREST PARCEL 3

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 88°47' 13" WEST, 2274.60 FEET TO POINT 'D' AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID POINT 'D', SOUTH 50°00' 14" WEST, COINCIDENT WITH THE PERIMETER LINE OF SAID "CONVEYOR PLOT AREA EASEMENT", 49.92 FEET;

THENCE DEPARTING SAID PERIMETER LINE, NORTH 40°01' 34" WEST, 44.15 FEET;

THENCE NORTH 50°00' 14" EAST, 49.92 FEET;

THENCE SOUTH 40°01' 34" EAST, 44.15 FEET TO THE POINT OF BEGINNING.

SITE INTEREST PARCEL 4

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 89°42' 17" WEST, 2212.97 FEET TO POINT 'B' AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT BEING THE POINT OF BEGINNING;



THENCE DEPARTING SAID POINT 'B', SOUTH 49°54' 21" WEST, 31.50 FEET;

THENCE NORTH 40°05' 39" WEST, 14.50 FEET;

THENCE NORTH 49°54' 21" EAST, 31.50 FEET, TO A POINT ON THE PERIMETER LINE OF THE AFOREMENTIONED "CONVEYOR PLOT AREA EASEMENT";

THENCE SOUTH 40°05' 39" EAST, COINCIDENT WITH SAID PERIMETER LINE, 14.50 FEET TO THE POINT OF BEGINNING.

CONVEYOR PLOT AREA EASEMENT PARCEL 5

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 86°10' 39" WEST, 2013.76 FEET TO POINT 'A', WHICH IS COINCIDENT WITH THE SITE INTEREST PARCEL 1 PERIMETER AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "SITE INTEREST PARCEL 1", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING POINT 'A', SOUTH 40°35' 04" EAST, COINCIDENT WITH THE AFOREMENTIONED SITE INTEREST PARCEL 1 PERIMETER LINE, 8.50 FEET;

THENCE DEPARTING SAID SITE INTEREST PARCEL 1 PERIMETER LINE, SOUTH 59°05' 56" WEST, 147.43 FEET, TO A POINT ON THE EXTERIOR OF THE MILL 2 BUILDING LINE;

THENCE SOUTH 40°05' 39" EAST, COINCIDENT WITH THE EXTERIOR OF SAID MILL 2 BUILDING LINE, 0.88 FEET;

THENCE DEPARTING SAID EXTERIOR OF MILL 2 BUILDING LINE, ON A COURSE WITHIN THE INTERIOR OF THE MILL 2 BUILDING, SOUTH 49°54' 21" WEST, 89.46 FEET TO A POINT ON THE EXTERIOR OF MILL 2 BUILDING LINE;

THENCE COINCIDENT WITH THE EXTERIOR OF MILL 2 BUILDING LINE THROUGH THE NEXT THREE COURSES, NORTH 40°05' 39" WEST, 23.00 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 4 PERIMETER LINE, KNOWN AS POINT 'B';

THENCE DEPARTING POINT 'B', COINCIDENT WITH SAID LEASE PARCEL 4, CONTINUING NORTH 40°05' 39" WEST, 14.50 FEET;

THENCE DEPARTING SAID LEASE PARCEL 4 PERIMETER LINE, CONTINUING NORTH 40°05' 39" WEST, 30.86 FEET;

THENCE DEPARTING THE AFOREMENTIONED EXTERIOR OF MILL 2 BUILDING LINE, SOUTH 49°36' 54" WEST, 293.26 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 2 PERIMETER LINE, KNOWN AS POINT 'C';

THENCE DEPARTING POINT 'C', NORTH 28°40' 00" WEST, COINCIDENT WITH LEASE PARCEL 2 PERIMETER LINE, 20.43 FEET;

THENCE DEPARTING SAID LEASE PARCEL 2 PERIMETER LINE, NORTH 49°36' 54" EAST, 216.17 FEET;

THENCE NORTH 40°01' 34" WEST, 2.59 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 3 PERIMETER LINE;

THENCE NORTH 50°00' 14" EAST, COINCIDENT WITH SAID LEASE PARCEL 3 PERIMETER LINE, 49.92 FEET, TO A POINT KNOWN AS POINT 'D';

THENCE DEPARTING SAID POINT 'D' AND LEASE PARCEL 3 PERIMETER LINE, SOUTH 40°01' 34" EAST, 2.21 FEET;

THENCE NORTH 49°33' 52" EAST, 23.12 FEET, TO A POINT ON THE EXTERIOR OF SAID MILL 2 BUILDING LINE;

THENCE DEPARTING SAID EXTERIOR OF MILL 2 BUILDING LINE, BEGINNING A SERIES OF SEVEN COURSES WITHIN THE INTERIOR OF THE MILL 2 BUILDING, CONTINUING NORTH 49°33' 52" EAST, 27.26 FEET;

THENCE SOUTH 38°43' 26" EAST, 22.37 FEET;

THENCE NORTH 51°16' 34" EAST, 11.80 FEET;

THENCE SOUTH 38°43' 26" EAST, 10.50 FEET;

THENCE NORTH 78°18' 36" EAST, 37.73 FEET;

THENCE NORTH 49°54' 21" EAST, 18.00 FEET;

THENCE SOUTH 40°05' 39" EAST, 13.91 FEET, TO A POINT ON THE EXTERIOR OF SAID MILL 2 BUILDING LINE;

THENCE COINCIDENT WITH THE EXTERIOR OF SAID MILL 2 BUILDING LINE, CONTINUING SOUTH 40°05' 39" EAST, 2.45 FEET;



THENCE DEPARTING SAID EXTERIOR MILL 2 BUILDING LINE, NORTH 59°05' 56" EAST, 167.69 FEET, TO A POINT ON THE AFOREMENTIONED SITE INTEREST PARCEL 1 PERIMETER LINE;

THENCE COINCIDENT WITH SITE INTEREST PARCEL 1 PERIMETER LINE, THE FOLLOWING TWO COURSES, SOUTH 39°24' 28" EAST, 7.88 FEET;

THENCE SOUTH 48°03' 57" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM LOTS 3 AND 4; PARCEL "A"; W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; AND SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 31, T. 34 N., R. 52 E., AN UNDIVIDED 14.25% INTEREST TO COAL, OIL, GAS AND OTHER MINERALS OF EVERY KIND AND NATURE AS CONVEYED TO DONALD W. UNRUH AND DARLENE I. UNRUH BY MESNE DOCUMENTS OF RECORD.

FURTHER EXCEPTING FROM LOTS 3 AND 4; PARCEL "A"; W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ AND SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 31, T. 34 N., R. 52 E., AN UNDIVIDED 80.75% INTEREST TO OIL, GAS AND OTHER HYDROCARBONS AS RESERVED BY JOHN M. McKINLEY, ET AL IN DEED RECORDED JULY 2, 1982 IN BOOK 103, PAGE 63, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA.

EXCEPTING FROM THE SE $\frac{1}{4}$ OF SECTION 36, T. 34 N., R. 51 E., ALL THE OIL, GAS AND GEOTHERMAL RESOURCE MINERAL DEPOSITS LYING IN AND UNDER SAID LAND AS RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT RECORDED AUGUST 1, 1984, IN BOOK 124, PAGE 356, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA.

EXCEPTING FROM PORTIONS OF THE N $\frac{1}{2}$ OF SECTION 1, T. 33 N., R. 51 E., ALL COAL, HYDROCARBON, GEOTHERMAL RESOURCES, PRECIOUS METALS ORES, BASE METALS ORES, INDUSTRIAL-GRADE SILICATES AND CARBONATES, FISSIONABLE MINERALS AND ALL OTHER MINERALS OF EVERY KIND AND CHARACTER, METALLIC OR OTHERWISE, WHETHER OR NOT PRESENTLY KNOWN TO SCIENCE OR INDUSTRY, NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, LYING IN AND UNDER SAID LAND RESERVED BY SOUTHERN PACIFIC LAND COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED JULY 21, 1987, IN BOOK 160, PAGE 382, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA.

