

DOC # 0219589

02/21/2012 11:51 AM

Official Record

Recording requested By
NEWMONT MINING CO

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$26.00

Page 1 of 13

RPTT:

Recorded By: FES

Book- 528 Page- 0252

When recorded, return to:
Newmont Mining Corporation
1655 Mountain City Highway
Elko, Nevada 89801
Attn: Land Department

The undersigned hereby confirms that this instrument
does not contain the personal information of any person.



SURFACE LEASE AGREEMENT

This Surface Lease Agreement ("Agreement") is made and entered into this 1st day of February 2012, by and between Elko Land and Livestock Company, a Nevada corporation, ("Lessor"), and Triple J Machine Shop & Welding Service LLC, a Nevada limited liability company ("Lessee").

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants hereinafter set forth, Lessor and Lessee agree as follows:

AGREEMENT

1. REPRESENTATIONS AND WARRANTIES.

(a) Lessor represents and warrants that: (i) Lessor owns the entire right, title, and interest in and to the real property located in Eureka County, Nevada, containing 6.872 acres, more or less, and more particularly described on Exhibit A and depicted as Triple J Lease Premises on Exhibit B attached hereto together with any water appurtenant thereto, rights-of-way, easements, and other access rights through, over, on, or appurtenant thereto which are owned by Lessor, ("Property"); and (ii) Lessor is duly organized, validly existing, and in good standing under the laws of the state in which it was formed, is duly qualified to do business and in good standing under the laws of the state in which the Property is located, and has the full right, power, and capacity to own the Property and to enter into this Agreement upon the terms set forth herein.

(b) Lessee represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state in which it was formed, is duly qualified to do business and in good standing under the laws of the state in which the Property is

located, and has the full right, power, and capacity to lease the Property and to enter into this Agreement upon the terms set forth herein

2. GRANT.

Lessor hereby grants, demises, lets, and leases to Lessee, for the term hereof, the right to use the surface of the Property, to erect, construct, maintain, and operate, on the Property, buildings, structures, facilities, machinery, and equipment, as is reasonably necessary to conduct Lessee's welding and fabrication business.

3. CONDUCT OF OPERATIONS; INSURANCE.

(a) Lessee shall ensure that all activities carried out by Lessee under this Agreement conform to the laws and regulations of the United States, the state in which the Property is located, and any local governmental entity with jurisdiction over the Property or activities thereon, including without limitation those relating to health, safety, noise, environmental protection, reclamation, waste disposal, and water and air quality. Without limiting the generality of the foregoing, Lessee shall not cause or permit any disposals, releases, or threatened releases of reportable quantities of hazardous substances or hazardous wastes on, from, or under the Property, and Lessee shall obtain all permits, licenses, permissions, and other authorizations relating to Lessee's business or the Property which are required under applicable law and shall comply in all respects with all terms and conditions thereof. Should any unpermitted disposal, release, discharge, leakage, spillage, emission or pollution of any type of hazardous substances or hazardous wastes occur upon or from the Property due to Lessee's activities or possession, Lessee, at its sole expense, shall clean and restore the Property to standards equal to or exceeding the applicable standards imposed, adopted, or required by any governmental body having jurisdiction over the Property, and such obligation shall survive the expiration or termination of this Agreement.

(b) Lessor agrees to purchase insurance or otherwise arrange at its own expense and to keep such insurance in force at all times this Agreement is in effect, as follows:

(i) Workmen's Compensation Insurance covering all of Lessor's employees, and shall require all consultants or other third parties engaged in the activities contemplated by this Agreement to furnish evidence of appropriate workmen's compensation coverage or that they are a self-insured employer.

(ii) Comprehensive General Public Liability Insurance against claims for bodily injury or death of any person and property damage arising out of or resulting from

Lessee's activities and the use of the Property. Such insurance shall be in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Lessor, its principals, employees, shareholders, officers, agents and representatives shall be named as additional insured on any such policy of insurance. Lessee shall furnish to Lessor proof that such insurance has been obtained and is in force.

(iii) General Vehicle Liability Insurance against claims for injury or death of any person and property damage arising out of or resulting from Lessee's operation of any motor vehicle used in connection with the activities contemplated herein, to include travel to, from and on the property. Such insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. This policy shall include vehicles operated by Lessee and Lessee's agents, employees and contractors. Lessor, its principals, employees, shareholders, officers, agents and representatives shall be named as an additional insured on any such policy of insurance. Lessee shall furnish to Lessor proof that such insurance has been obtained and is in force.

(iv) Lessor shall be provided with copies of all insurance policies required under this Agreement.

(v) The foregoing insurance may be part of a blanket policy.

4. TERM/RENEWAL.

The original term of this Agreement shall commence on February 1st, 2012, and terminate on January 31st, 2111. This Agreement may be extended by mutual consent of both parties unless one of the parties terminates it at the end of the current term by giving the other party written notice of the intent to terminate at least six (6) months before the end of the current term. Upon renewal, all provisions of this Agreement shall remain in full force and effect.

5. PAYMENTS TO LESSOR.

(a) Until the expiration or termination of this Agreement, Lessee shall pay to Lessor, upon execution of this Agreement and annually thereafter on each anniversary date of this Agreement, One Hundred and no/100 Dollars (\$100.00) per year as rental ("Rental Payments"), so long as this Agreement is in effect.

(b) All payments to Lessor may be made in currency or by Lessee's check and may be mailed (if a check) or delivered to Lessor at the address specified in Section 15, below.



6. RECORDS; CONFIDENTIAL INFORMATION.

(a) Lessor may enter onto the Property at all reasonable times for inspection thereof, upon reasonable advance notice to Lessee. In exercising its rights under this paragraph or in other paragraphs of this Agreement, Lessor shall not unreasonably interfere with Lessee's operations and activities hereunder.

(b) Lessee shall not disclose to third parties, without the prior written consent of Lessor, the terms of this Agreement.

7. TAXES.

Other than taxes, levies, or duties assessed upon and attributable to Lessor under express provisions of controlling Law or as otherwise specifically set forth herein, Lessee shall (except as expressly provided to the contrary) assume liability for and pay all taxes, levies, duties, and assessments of every nature due in connection with the Property or its activities, including any and all:

(a) Federal, national, provincial, territory, state, county, and local income, property, franchise, business privilege, and occupational taxes;

(b) Federal, national, provincial, territory, state, county, and local sales, use, and related excise taxes;

(c) Federal, national, provincial, territory, state, county, and local employment and payroll, unemployment, worker's compensation, and related taxes;

(d) Federal, national, provincial, territory, state, county, and local ad valorem taxes imposed on Lessee's property and its employees' and agents' property; and

(e) Interest and/or penalties imposed with respect to any of the above.

Lessee shall indemnify, defend, and hold harmless Lessor, and its respective directors, officers, employees, and representatives, from and against any and all liability incurred in connection with such taxes, levies, duties, and assessments.

8. LIENS.

Lessee shall keep the Property free of all liens or encumbrances of any kind or nature whatsoever, including but not limited to labor, mechanics or materialmen's liens.

/
/
/
/

9. INDEMNITY.

Lessee shall indemnify and hold harmless Lessor, its affiliates and subsidiaries, and their respective officers, directors, and employees, from and against any and all claims, liens, demands, liabilities, actions/lawsuits and expenses whatsoever, including attorneys' fees incurred by Lessor arising therefrom or in enforcing this indemnity, arising from or in connection with Lessee's breach of this Agreement or Lessee's or its employee's, agent's, representative's, or invitee's operations or activities upon the Property. The obligations under this Section shall survive the expiration or termination of this Agreement.

10. TERMINATION.

If Lessee defaults in any of its obligations hereunder, other than the payment of money, Lessor may give Lessee written notice thereof and specify the default or defaults relied on. If Lessee has not begun to cure such default within a reasonable time after receipt of such notice, Lessor may terminate this Agreement by written notice to Lessee. Lessor may terminate this Agreement fifteen calendar days after giving notice of default in the payment of money unless payment is received within that time. Lessee may terminate this Agreement at any time by giving written notice thereof to Lessor. Termination shall be effective upon the date specified in the termination notice. There shall be no refund of pre-paid rental in the event of termination.

11. POST EXPIRATION OR TERMINATION; RECLAMATION.

(a) Upon the expiration or termination of this Agreement, (i) all payments theretofore made to Lessor shall be retained by Lessor, and (ii) Lessee shall surrender the Property to Lessor, subject to Lessee's obligations described in Section 11(b),

(b) Upon the expiration or termination of this Agreement, Lessee shall (i) promptly reclaim the Property in accordance with all applicable governmental standards and surrender the Property in good order and condition in full compliance with the provisions of this clause (b), (ii) remove all facilities, fences, barriers and reseed the areas with a seed mixture provided by Lessor, and (iii) remove from the Property all property belonging to or installed by Lessee, including but not limited to machinery, equipment, buildings, structures, facilities, fixtures, waste and other materials, (collectively, "Lessee's Property"). Lessee's failure to remove all of Lessee's Property from the Property within the time period permitted below shall be conclusive evidence of Lessee's intent to abandon Lessee's Property, and such leaving shall constitute abandonment of

Lessee's Property. Upon such abandonment, Lessor shall have the right and authority, without notice to Lessee, to remove and destroy or to sell or authorize any other disposal of Lessee's Property, or any part thereof, without being in any way liable to Lessee therefor, and any money or other consideration received therefor shall be applied to pay for any and all costs associated with the removal and disposition thereof, and the remaining balance (if any) shall become the property of Lessor. In addition, if Lessee fails to perform its other obligations under this clause (b), Lessor may perform such obligations and hold Lessee responsible for the costs and expenses, including but not limited to attorneys' fees, if any, expended by Lessor in connection therewith.

(c) Upon the expiration or termination of this Agreement, Lessee shall have the right of ingress to and egress from the Property (i) for a period of sixty (60) days to remove Lessee's Property, and (ii) for the longer of sixty (60) days or such period as may be provided by applicable law to complete such reclamation and restoration of the Property and to make such inspections as may be required by the terms hereof or by law.

(d) The obligations under this Section 12 shall survive the expiration or termination of this Agreement.

12. AMENDMENT.

This Agreement may not be amended or modified except by an instrument in writing, signed by both parties hereto.

13. NOTICES.

All notices, requests, demands, claims, and other communications hereunder will be in writing and addressed as follows:

To Lessee: Triple J Machine Shop & Welding Service LLC
1130 State Hwy 306
Beowawe, NV 89821
Fax: (775) 468-2030

To Lessor: Elko Land and Livestock Company
Attention: Land Department
1655 Mountain City Highway
Elko, NV 89801
Fax: (775) 778-2560



A party may change its address by sending notice to the other party of the new address. Notices shall be given: (a) by personal delivery to the other party; (b) by facsimile, with a confirmation sent by registered or certified mail, return receipt requested; (c) by registered or certified mail, return receipt requested; or (d) by express courier (e.g., DHL, Federal Express, etc.). Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of the personal delivery; (ii) if by facsimile, on the date stated in the electronic confirmation, delivered during normal business hours (8:00 a.m. to 5:00 p.m. at recipient's location), and, if not delivered during normal business hours, on the next business day following delivery; (iii) if solely by mail, on the date of receipt as stated on the return receipt; or (iv) if by express courier, on the date signed for or rejected as reflected in the courier's delivery log.

14. ASSIGNMENT OF RIGHTS AND DUTIES.

Lessor may transfer all or any part of its interest in this Agreement and in the Property, and it shall give Notice of the transfer to Lessee promptly. Lessee may not transfer or otherwise assign its interest in this Lease in whole or in part without Lessor's prior written permission, which permission shall be at Lessor's sole reasonable discretion. This Lease shall inure to the benefit of and be binding upon the successors and permitted assignees of Lessor and Lessee.

15. ENTIRE AGREEMENT.

This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations between the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

16. FACSIMILE AND COUNTERPART SIGNATURES.

Facsimile and counterpart signatures shall have the same force and effect as original signatures or the signatures of all parties on the same document.



17. MUTUAL REPRESENTATIONS AND WARRANTIES.

Each of the parties represents and warrants to the other that the statements contained in this Section are correct and complete as of the date of this Agreement and shall be correct and complete as of the signature date, more specifically:

(1) That it is an entity duly formed or incorporated and in good standing in its state of incorporation and that it is qualified to do business and is in good standing in those states where necessary to carry out the purposes of this Agreement;

(2) That it has the capacity to enter into and perform this Agreement and all transactions contemplated herein and that all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;

(3) That this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms;

(4) That it will not breach any other agreement or arrangement by entering into or performing this Agreement; and

(5) That it is not subject to any governmental order, judgment, decree, debarment, sanction or laws that would preclude performance of the transactions contemplated by this Agreement.

18. MODIFICATION OF AGREEMENT.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each Party.

19. ATTORNEY FEES.

In the event any party is required to pursue any action to enforce any term or condition in this Agreement and prevails in said action, then the prevailing party shall be entitled to reasonable attorney's fees and court costs from the non-prevailing party.

20. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided in this Agreement, this Agreement shall not confer any rights or remedies upon any third party other than the respective successors and assigns of a party.



21. JURISDICTION AND VENUE.

The District Court for the Fourth Judicial District Court in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.

22. PERMITS.


Lessee agrees to obtain all permits required to perform any activities under this Agreement. Lessor agrees to reasonably cooperate with Lessee if necessary to facilitate obtaining any governmental authorization. However, Lessee shall be solely responsible for obtaining any governmental authorization.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date first written above.

TRIPLE J MACHINE SHOP & WELDING SERVICE

By: 
Jeff Patzer
Managing Director

ELKO LAND AND LIVESTOCK

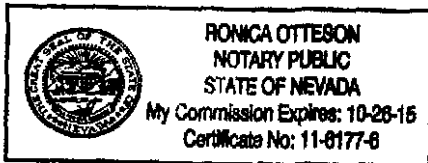
By: 
Jeff White
Manager

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On February 15, 2012 personally appeared before me, a Notary Public, Jeff Patzer, 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.

Ronica Otteson

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On February 15, 2012, personally appeared before me, a Notary Public, Jeff White, the Manager of Elko Land and Livestock, 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.

Ronica Otteson

Notary Public

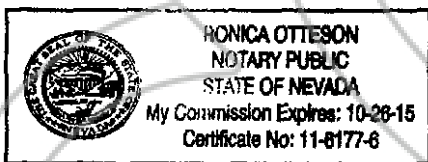


EXHIBIT A
TRIPLE J MACHINE SHOP & WELDING SERVICE
LEASE PREMISES

January 30, 2012

A parcel of land located in Section 5, T. 31 N., R. 49 E., M.D.B. & M., Eureka County, Nevada, more particularly described as follows:

Commencing at a found wooden hub located at the most Northerly corner of Block 21 as shown on the Map of the town of Beowawe on file in the office of the Eureka County Recorder, Eureka, Nevada as file no. 2166, a point from which the found brass cap monument referencing the centerline of Nevada State Route 306 located 49.95 feet left of highway engineer's station "C" 769+57.71 PC bears S 02° 20' 37" E, 992.08 feet, and also from which the found brass cap monument referencing the centerline of Nevada State Route 306 located 60.10 feet right of highway engineer's station "C" 784+73.17 PC bears N 40° 49' 35" W, 526.66 feet, thence S 49° 21' 25" W, 720.00 feet along the Southeasterly line of 7th Street as shown on the said Map of the town of Beowawe to Corner No. 1, a point located on the Southwesterly boundary of the said town of Beowawe, the true point of beginning;

Thence S 40° 38' 35" E, 855.65 feet along the said Southwesterly boundary of the town of Beowawe to Corner No. 2, a point on the Westerly right of way of Nevada State Route 306;

Thence S 13° 06' 39" W, 323.55 feet along the said Westerly right of way of Nevada State Route 306 to Corner No. 3;

Thence N 57° 51' 05" W, 309.85 feet to Corner No. 4;

Thence N 51° 00' 09" W, 142.60 feet to Corner No. 5

Continued on Page 2

Page 1

Prepared by Robert E. Morley, PLS
640 Idaho Street

High Desert Engineering
Elko, NV 89801



0219589

Book: 528
Page: 262

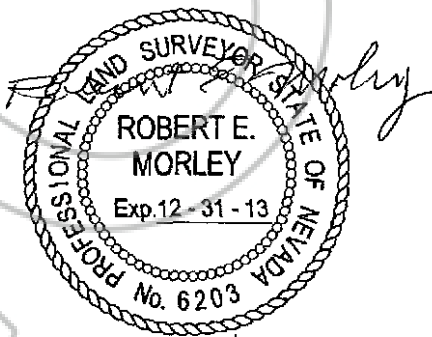
02/21/2012
Page: 11 of 13

Exhibit A
Triple J Machine Shop & Welding Service
Lease Premises
Continued from Page 1

Thence N 33° 12' 53" W, 140.15 feet to Corner No. 6;
Thence N 13° 52' 21" W, 306.73 feet to Corner No. 7;
Thence N 19° 38' 29" W, 189.95 feet to Corner No. 8;
Thence N 08° 53' 33" W, 192.20 feet to Corner No. 9;
Thence N 13° 45' 04" E, 64.89 feet to Corner No. 10, a point located on the said
Southwesterly boundary of the town of Beowawe;

Thence S 40° 38' 35" E, 180.68 feet along the said Southwesterly boundary of the
town of Beowawe to Corner No. 1, the point of beginning, containing 6.872 acres, more or
less.

Reference is hereby made to Exhibit B, Map of Lease Premises for Triple J Machine Shop
& Welding Service, attached hereto and made a part hereof.



Prepared by Robert E. Morley, PLS
640 Idaho Street

High Desert Engineering
Elko, NV 89801



0219589

Book: 528
Page: 263

02/21/2012
Page: 12 of 13

