

DOC # 0230833

01/27/2016 11:38 AM

Official Record

Recording requested By  
NEWMONT USA LTD

Eureka County - NV

Sara Simmons - Recorder

Fee: \$17.00

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RPTT:

Recorded By: LH

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After recording return to:

METRO TRANSLOADING NEVADA LLC.  
3150 W. 900 S.  
SALT LAKE CITY, UT 84104  
Attn: Mark Bond

This document contains no personal  
information as defined in NRS 603A.040.



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## MEMORANDUM OF SITE LEASE AND ACCESS AGREEMENT

NOTICE IS HEREBY GIVEN that a **SITE LEASE AND ACCESS AGREEMENT** ("Agreement"), has been entered into dated and effective as of May 31, 2015, is by and between Newmont USA Limited, a Delaware corporation, ("Newmont") and Metro Transloading Nevada, LLC., a Nevada limited liability company ("Lessee") covering certain property located in Eureka County, Nevada and more particularly described in Exhibit A1, attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Newmont and Lessee hereby agree as follows:

**1. Grant of Premises.** Subject to the terms, covenants, conditions and provisions set forth herein, Newmont hereby grants, demises, lets, and leases to Lessee, for the term hereof, the right to use the surface of the Premises, to erect, construct, operate and maintain the Facilities on the Premises as is reasonably necessary to conduct Lessee's business, on the terms and conditions provided herein (such activities of Lessee to be conducted on the Premises collectively referred to as "Activities").

**2. Use of Premises.** Lessee shall use and occupy the Premises solely for the purpose of performing Activities related to Lessee's transloading business and the Facilities, which shall consist of storage bins and equipment consistent with the receiving, storage and distribution of grinding media and for no other purpose without the prior written consent of Newmont. With respect to all Activities, Lessee shall comply with the provisions of Exhibit B. Lessee shall not use or permit the use of the Premises for any purpose which is forbidden by law, regulation or ruling of any governmental authority having jurisdiction over the Premises, including local, state or federal. Lessee shall maintain the Premises in a neat and orderly condition and shall not cause any damage thereto, excepting normal wear and tear.

### **3. Access Road.**

Newmont hereby grants to Lessee, with no warranties as to title, the private, nonexclusive right to vehicular and pedestrian access to the Premises over and across the real property more particularly described in Exhibit A1 hereto and depicted on the map during the term of this Agreement, subject to the following conditions:

(i) Lessee's right to use the Access Road shall terminate automatically upon the expiration or earlier termination of this Agreement.

(ii) Lessee shall use the Access Road only for vehicular and pedestrian access to Lessee's Facilities on the Premises. The grant to Lessee of the non-exclusive right to use the Access Road is a grant of a private right to Lessee, as the lessee of the Premises, and is not intended to and shall not be deemed to grant to the public any right to use the Access Road.

(iii) Lessee shall have no right to grant to any other party the right to use the Access Road except to access Lessee's Facilities on the Premises, subject to and in accordance with the terms and provisions hereof.

(iv) Newmont agrees to provide reasonable maintenance and upkeep of the Access Road.

**4. Access to Tracks and Equipment.** Newmont hereby grants to Lessee, the private, nonexclusive right to access for railcars on Tracks 4 as referenced on Exhibit A1.

**Term.**

The term of this Agreement (the "Term") shall commence upon the commencement date hereof and shall continue for a primary term of three (3) years from the date the Terminal is fully operative as defined in the MCA ("Primary Term"). The Term is subject to extension or earlier termination.

Copies of the complete Lease are in the possession of Newmont at its address at 1655 Mountain City Highway, Elko, Nevada 89801.

IN WITNESS WHEREOF, this Memorandum of Site Lease and Access Agreement has been executed effective as of the date first above written.

**LESSOR:**

**NEWMONT USA LIMITED**

By: 

Name: Garin Jorgard

Title: Vice President

**LESSEE:**

**METRO TRANSLOADING NEVADA, LLC**

By: 

Name: Mark Bond

Title: Manager



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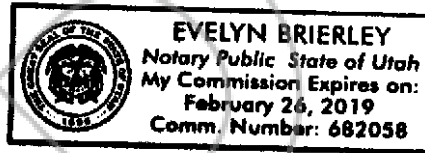
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STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

On this 12<sup>th</sup> day of January, 2016 personally appeared before me, a Notary Public, Mark Bond, a duly qualified and acting officer of Metro Transloading Nevada LLC., 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 on behalf of said corporation.

Evelyn Brierley  
Notary Public

My commission expires: Feb 16, 2019

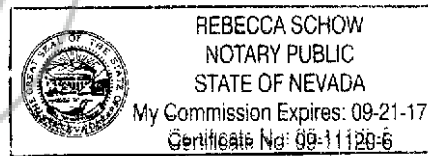


STATE OF NEVADA )  
 ) ss.  
COUNTY OF ELKO )

On this 14 day of January, 2016 personally appeared before me, a Notary Public, Gavin Langford, a duly qualified and acting officer 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 on behalf of said corporation.

Rebecca Schow  
Notary Public

My commission expires: 9-21-17



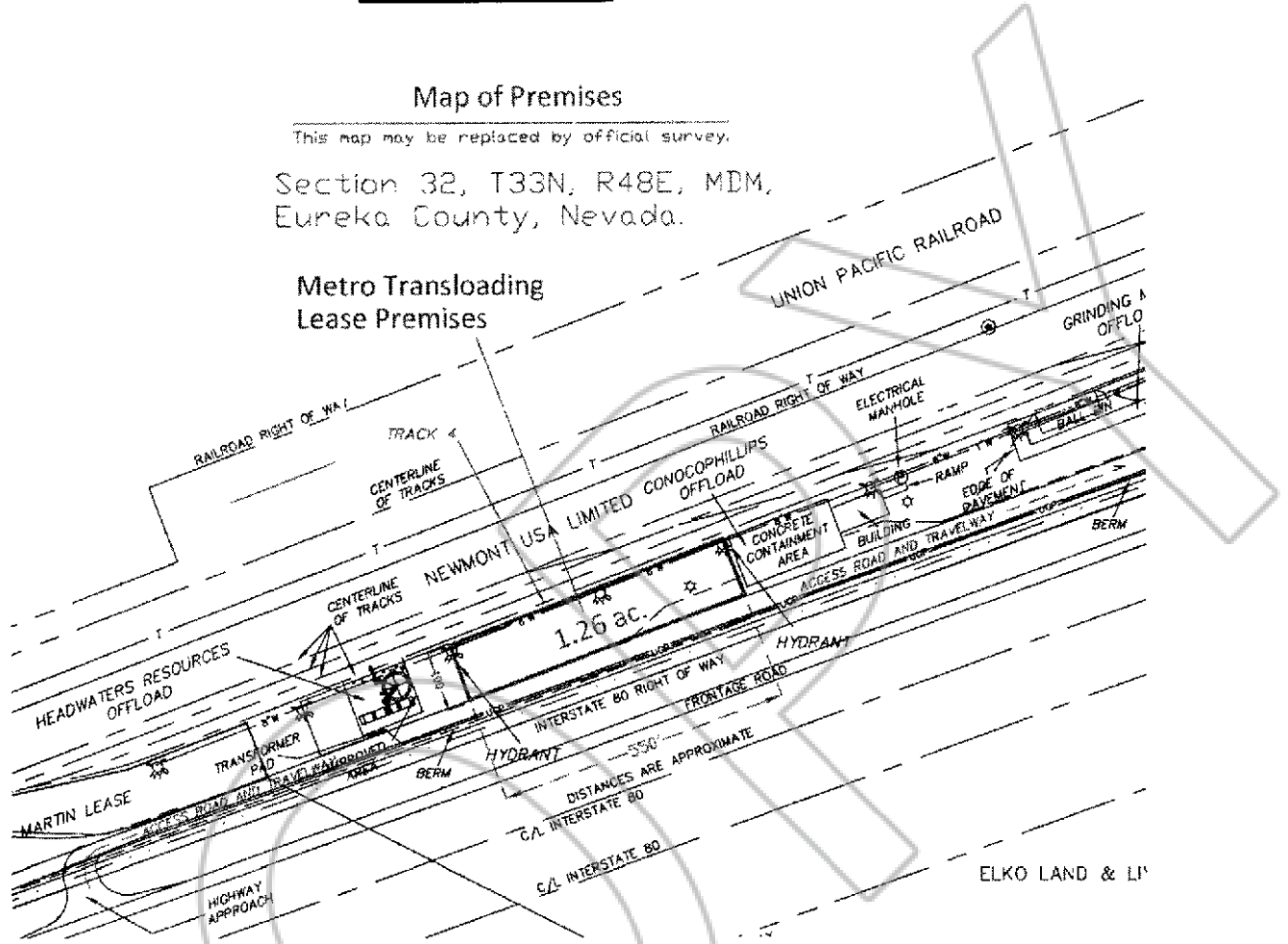
**EXHIBIT A1**

**Map of Premises**

This map may be replaced by official survey.

Section 32, T33N, R48E, MDM,  
Eureka County, Nevada.

**Metro Transloading  
Lease Premises**



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