

Recording Requested by and to be Returned to:
Newmont USA Limited
1655 Mountain City Highway
Elko, Nevada 89801

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

EUREKA COUNTY, NV
Rec \$35.00
Total \$35.00
NEWMONT USA LTD

2017-234328
12/07/2017 09:12 AM

Pgs=3



00000607201702343280030035

LISA HOEHNE, RECORDER

FIRST AMENDMENT TO MINING LEASE

THIS FIRST AMENDMENT TO MINING LEASE ("Amendment") is made effective as of the 1st day of July, 2013 by and between PALISADE QUARRY, LLC, a Nevada limited liability company (hereinafter designated as "Owner"), and NEWMONT USA LIMITED, a Delaware corporation, (hereinafter designated as "Lessee");

WITNESSETH:

WHEREAS, Owner and Lessee entered into that Mining Lease, dated July 1, 2013 ("Mining Lease") covering certain properties situated in the State of Nevada, which are described in Exhibit A to that Mining Lease (the "Leased Premises"). A Memorandum of that Mining Lease was recorded in the records of Eureka County, Nevada at Doc. # 0224650 on July 29, 2013.

WHEREAS, Owner and Lessee wish to amend the Mining Lease to clarify the Excluded Substances definition in Section 1 of the Mining Lease.

NOW, THEREFORE, for a valuable consideration paid to Owner by Lessee, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants set forth in the Mining Lease, Owner and Lessee agree as follows:

1. Amendment to the Mining Lease. The last sentence of Section 1 shall be deleted in its entirety and replaced with the following:

"Excluded Substances shall mean oil, natural gas, casinghead gas, condensates and associated hydrocarbons; sulphur produced in association with hydrocarbons; helium; carbon dioxide; and geothermal brines, solutions, materials and other geothermal resources, and common varieties of construction materials such as building rock, sand and gravel."

2. Ratification. Except as expressly set out in Section 1 of this Amendment, no other provisions of the Agreement are revoked, modified or amended. The Mining Lease, as amended hereby, is ratified and confirmed by Owner and Lessee, and remains in full force and effect.

3. Binding Effect. This Amendment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute on and the same agreement.

5. Governing Law. This Amendment shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, this First Amendment to Mining Lease has been executed effective as of the date first set forth above.

OWNER:

Palisade Quarry, LLC.

By: C. Dale Stitzel
Name: C Dale Stitzel
Title: managing member

LESSEE:

Newmont USA Limited

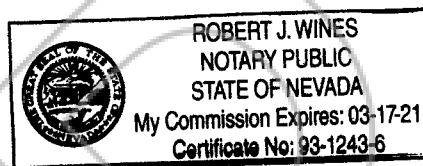
By: [Signature]
Gavin C. Jangard
Vice President

STATE OF NEVADA)
)
COUNTY OF Elko)

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by C. Dale Stitzel, the Nancy's Member of Palisade Quarry, LLC., on behalf of such company.

Robert J. Wines
Notary Public

My Commission Expires:
3/17/21



STATE OF NEVADA)
)
COUNTY OF ELKO)

The foregoing instrument was acknowledged before me this 6th day of November 2017, by Gavin C. Jangard, a Vice President of Newmont USA Limited, on behalf of such corporation.

Kathleen Felzien
Notary Public

My Commission Expires:
02-25-2020

