APPENDIX G
TO CONSENT DECREE

Environmental Covenant for Zone A Property

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

Resurrection Mining Company ("Resurrection") grants an Environmental Covenant ("Covenant") this _____ day of _____, _____ to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq*. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Resurrection is the owner of certain property situated in Lake County, Colorado, more particularly described in Attachment 1, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, pursuant to that Consent Decree dated _____, 2008 among Resurrection, Newmont USA Limited ("Newmont"), the State of Colorado and the United States ("Consent Decree"), Resurrection has agreed to grant an Environmental Covenant in accordance with the terms thereof.

NOW, THEREFORE, Resurrection hereby grants this Environmental Covenant to the Department, with EPA as a third party beneficiary, and declares that the Property as described in Attachment 1 shall hereinafter be bound by, held, sold, and conveyed subject to the requirements set forth below, which shall run with the Property in perpetuity and be binding on Resurrection, its heirs, successors and assigns, and any persons using the land, as described herein. As used in this Environmental Covenant, the term "Owner" means the record owner of the Property and any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use Restrictions.

a. No Residential Use, Day Care Centers or Schools, as defined in Section 10, shall be allowed on the property. No portions of Parks or Open Space (as defined in Section 10 below) that are designed or intended to provide a designated play or recreation area for children shall be allowed.

Prohibited play or recreation areas include designated picnic areas, playgrounds, ball fields, sand boxes and similar areas, but do not include trail systems or walkways.

b. No use of untreated groundwater from wells located on the property for drinking, domestic, or agricultural purposes shall be allowed. This covenant does not restrict the use of groundwater that is treated to meet then applicable State water quality standards for the beneficial use to which the water is being applied. Treatment must meet any applicable State standards that are in place at the time of use.

2) Inspections.

The Department and EPA as the named third party beneficiary shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

3) Termination.

This Covenant runs with the land and is perpetual, unless terminated or modified pursuant to this Section or Section 4. Owner may request that the Department approve a termination or modification of this Covenant. Consistent with C.R.S. 25-15-319(1)(h), the Department shall terminate this Environmental Covenant in whole or in part when, in addition to satisfying the requirements of C.R.S. 25-15-321(3) and (5), Owner provides the following applicable showings to the Department:

a. Restrictions on Residential Use and other uses specified in Section 1.a shall be terminated on all or part of the property if Owner demonstrates to the Department that the concentration of lead in the upper 6 inches of soils on the property for which termination is sought does not exceed 3500 parts per million (ppm), and the concentration of arsenic in the upper 6 inches of soils on the property for which termination is sought does not exceed 340 ppm. Such demonstration can be made based on sampling analysis or evidence that the subject property is not impacted by any releases or threatened releases of hazardous substances. Any soil sampling conducted for purposes of terminating this Environmental Covenant shall be conducted in accordance with Attachment 2**.**

b. Restrictions on using untreated groundwater from wells located on all or part of the property for drinking, domestic, and agricultural purposes shall be terminated if Owner demonstrates to the Department that concentrations of the constituents listed in Table 1 of Attachment 3 in the subject groundwater do not exceed State water quality standards for drinking, domestic, and agricultural purposes existing at the time of application. Current water quality standards are set forth in Table 1 of Attachment 3. Any ground water sampling conducted for purposes of

terminating an Environmental Covenant shall be conducted in accordance with Attachment 3.

c. In addition to the grounds for termination set forth in Sections 3.a and 3.b, the Environmental Covenants shall also be terminated as to all or part of the Property if it is demonstrated to the Department that the proposed termination will ensure protection of human health and the environment, in accordance with C.R.S. 25-15-319(1)(h).

Consistent with C.R.S. 25-15-321(6), the Department shall provide to Owner a written determination on all applications to terminate an Environmental Covenant within 60 days after receipt of such application.

4) Modifications.

Consistent with C.R.S. 25-15-319(1)(h), the Department shall modify this Environmental Covenant in whole or in part when, in addition to satisfying the requirements of C.R.S. 25-15-321(3) and (5), Owner provides the following applicable showings to the Department:

a. Restrictions on Residential Use and other uses specified in Section 1.a shall be modified on all or part of the property if Owner demonstrates to the Department that portions of the subject property, where either soil lead levels exceed 3500 ppm or soil arsenic levels exceed 340 ppm, will be covered by a minimum of two inches of asphalt, pavement or concrete, or other structures that prevent human exposure to the soil.

b. Restrictions on using untreated groundwater from wells located on all or part of the property for drinking, domestic, or agricultural uses shall be modified to eliminate the restriction against one or more of these uses, if Owner demonstrates to the Department that concentrations of the constituents listed in Table 1 of Attachment 3 in the subject groundwater do not exceed State water quality standards in existence at the time of the application for the beneficial use that would be allowed under the modification. Current water quality standards are set forth in Table 1 of Attachment 3. Any ground water sampling conducted for purposes of modifying an Environmental Covenant shall be conducted in accordance with Attachment 3**.**

c. In addition to the grounds for modification set forth in Sections 4.a and 4.b, the Environmental Covenants shall also be modified as to all or part of the Property if it is demonstrated to the Department that the proposed modification will ensure protection of human health and the environment, in accordance with C.R.S. 25-15-319(1)(h).

Consistent with C.R.S. 25-15-321(6), the Department shall provide Owner a written determination on all applications to modify an Environmental Covenant within 60 days after receipt of such application.

5) Conveyances. Within thirty days (30) after any grant, transfer or conveyance of any interest in any or all of the Property, the transferring Owner shall notify the Department and EPA as the named third party beneficiary of such grant, transfer or conveyance.

6) Notice to Lessees. Owner agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

7) Notification for proposed construction and land use. Owner shall notify the Department and EPA as the named third party beneficiary simultaneously when submitting any application to a local government for a building permit or change in land use that would authorize a use prohibited under Section 1.a.

8) No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

9) Enforcement. The Department and EPA as the named third party beneficiary may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S., and may file suit in district court to enjoin actual or threatened violations of this Covenant.

10) Notices Any document or communication required under this Covenant shall be sent or directed to:

Notices to the Department shall be provided to:

[*appropriate Program Manager or Unit leader]*
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Notices to EPA shall be provided to:

EPA Remedial Project Manager
California Gulch Superfund Site
United States Environmental Protection Agency, Region 8
(8EPR-SR)
1595 Wynkoop Street
Denver, CO 80202-1129

Notices to Resurrection shall be provided to:

Law Department
Resurrection Mining Company
1700 Lincoln Street, Suite 3600
Denver, CO 80203

And

Director of Reclamation and Closure
Resurrection Mining Company
1700 Lincoln Street, Suite 3600
Denver, CO 80203

Either party may change its designated notice recipient upon 5 days prior to notice to the other party.

10) Definitions.

"**Day Care Center**" means facilities that provide care, protection and supervision for children on a regular basis away from their primary residence for less than 24 hours per day.

1) Examples. Examples of Day Care Centers include preschools, nursery schools, and latch key programs. "Child Care Centers," as defined in C.R.S. §26-6-102(1), are classified as "day care" uses.

2) Exceptions. Day Care Centers do not include facilities operated in connection with an employment use, shopping center or other principal use, where children are cared for while parents or guardians are visiting the premises or in the immediate vicinity for a limited period of time.

"**Parks and Open Spaces**" means areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares, and include open areas designed and developed for use by the occupants of a proposed development and by other persons for uses including but not limited to recreation, parks, and greenbelts. The lands tend to have few structures.

1) Examples. Examples of Parks and Open Space include parks, golf courses, public squares, plazas, playgrounds, ballfields, recreation areas, botanical gardens, and nature preserves.

"**Residential Use**" means structures or facilities used for Household Living or Group Living, as defined below.

1) Household Living.

A) Household Living is characterized by the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis.

B) Examples. Uses include living in houses, duplexes, triplexes, fourplexes and other multidwelling structures, retirement center apartments, manufactured housing and other structures with self-contained dwelling units.

C) Exceptions. Lodging in a dwelling unit or where less than two thirds of the units are rented on a monthly or longer basis is considered a hotel or motel use and not residential.

2) Group Living.

A) Group Living is characterized by the residential occupancy of a structure by a group of people who do not meet the definition of Household Living. Tenancy is arranged on a monthly or longer basis, and the size of the group may be larger than a family.

B) Examples. The Group Living category includes assisted living facilities, treatment facilities, nursing homes and other institutions and arrangements providing care or boarding for a group of unrelated individuals.

C) Exceptions.

1) Lodging where tenancy is generally arranged for periods of less than 30 days is not considered to be residential.

2) Facilities for people who are under judicial detainment and under the supervision of sworn officers are not considered residential.

"**Schools**" means public and private schools at the primary, elementary, middle, junior high, or high school level that provide state-mandated basic education, including associated play areas, recreational and sport facilities, and before- and after-school care facilities. The term shall include daytime schools, boarding schools and military academies. The term shall not include business or trade schools.

Resurrection has caused this instrument to be executed this ____ day of _____, _____.

Resurrection Mining Company

By:_____

Title:_____

STATE OF _____)
) ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___day of _____, _____ by _____ on behalf of Resurrection Mining Company

_____
Notary Public

_____
Address

_____

My commission expires:_____

Accepted by the Colorado Department of Public Health and Environment this ____ day of _____, _____.

By:_____

Title:_____

STATE OF _____)
) ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___day of _____, _____ by _____ on behalf of the Colorado Department of Public Health and Environment.

_____
Notary Public

_____
Address

_____

My commission expires:_____

ATTACHMENT 1

TO ENVIRONMENTAL COVENANT

THE PROPERTY

[INSERT LIST OF SUBJECT ZONE A PROPERTY FROM APPENDIX F2]

ATTACHMENT 2

TO ENVIRONMENTAL COVENANT

SOIL SAMPLING PROCEDURES

[INSERT ATTACHMENT 1 FROM APPENDIX F1]

ATTACHMENT 3

TO ENVIRONMENTAL COVENANT

GROUNDWATER SAMPLING PROTOCOLS

[INSERT ATTACHMENT 2 FROM APPENDIX F1]

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

Resurrection Mining Company ("Resurrection") grants an Environmental Covenant ("Covenant") this _____ day of _____, _____ to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq*. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Resurrection is the owner of certain property situated in Lake County, Colorado, more particularly described in Attachment 1, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, pursuant to that Consent Decree dated _____, 2008 among Resurrection, Newmont USA Limited ("Newmont"), the State of Colorado and the United States ("Consent Decree"), Resurrection has agreed to grant an Environmental Covenant in accordance with the terms thereof.

NOW, THEREFORE, Resurrection hereby grants this Environmental Covenant to the Department with EPA as the third party beneficiary, and declares that the Property as described in Attachment 1 shall hereinafter be bound by, held, sold, and conveyed subject to the requirements set forth below, which shall run with the Property in perpetuity and be binding on Resurrection, its heirs, successors and assigns, and any persons using the land, as described herein. As used in this Environmental Covenant, the term "Owner" means the record owner of the Property and any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use Restrictions.

a. No Residential Use, Day Care Centers or Schools, as defined in Section 10, shall be allowed on the property. No portions of Parks or Open Space (as defined in Section 10 below) that are designed or intended to provide a designated play or recreation area for children shall be allowed. Prohibited play or recreation areas include designated picnic areas,

playgrounds, ball fields, sand boxes and similar areas, but do not include trail systems or walkways.

b. No use of untreated groundwater from wells located on the property for drinking, domestic, or agricultural purposes shall be allowed. This covenant does not restrict the use of groundwater that is treated to meet then applicable State water quality standards for the beneficial use to which the water is being applied. Treatment must meet any applicable standards that are in place at the time of use.

c. No uses or activities that would disturb or have the potential to disturb caps, covers or other revegetated areas, or otherwise interfere or have the potential to interfere with or adversely affect the implementation, integrity, or protectiveness of the response actions that have been or will be performed or instituted on the property including, without limitation, water treatment plants, retaining ponds, adits, roads, ditches, pipelines, utility corridors, waste disposal facilities, monitoring wells, signs and governmental use restrictions and controls, shall be allowed. These restrictions will not apply to any future mineral prospecting, exploration or mining activities conducted on the property in accordance with the Colorado Mined Land Reclamation Act and implementing regulations.

2) Inspections.

The Department and EPA as the named third party beneficiary shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

3) Termination.

This Covenant runs with the land and is perpetual, unless terminated or modified pursuant to this Section or Section 4. Owner may request that the Department approve a termination or modification of this Covenant. Consistent with C.R.S. 25-15-319(1)(h), the Department shall terminate this Environmental Covenant in whole or in part when, in addition to satisfying the requirements of C.R.S. 25-15-321(3) and (5), Owner provides the following applicable showings to the Department:

a. Restrictions on Residential Use and other uses specified in Section 1.a shall be terminated on all or part of the property if Owner demonstrates to the Department that the concentration of lead in the upper 6 inches of soils on the property for which termination is sought does not exceed 3500 parts per million (ppm), and the concentration of arsenic in the upper 6 inches of soils on the property for which termination is sought does not exceed 340 ppm. Such demonstration can be made based on sampling analysis or evidence that the subject property is not impacted by any releases or threatened releases of hazardous substances. Any soil sampling conducted

for purposes of terminating this Environmental Covenant shall be conducted in accordance with Attachment 2**.**

b. Restrictions on using untreated groundwater from wells located on all or part of the property for drinking, domestic, or agricultural purposes shall be terminated if Owner demonstrates to the Department that concentrations of the constituents listed in Table 1 of Attachment 3 in the subject groundwater do not exceed State water quality standards for drinking, domestic, or agricultural purposes existing at the time of application. Current water quality standards are set forth in Table 1 of Attachment 3. Any ground water sampling conducted for purposes of terminating an Environmental Covenant shall be conducted in accordance with Attachment 3.

c. Restrictions on uses or activities that would disturb or have the potential to disturb caps, covers or revegetated areas, or interfere or have the potential to interfere with or adversely affect the implementation, integrity, or protectiveness of the response actions that have been or will be performed or instituted on the property shall be terminated if the waste in place within the area proposed for disturbance is removed, or response facilities on the property are dismantled with the approval of EPA and the State.

d. In addition to the grounds for termination set forth in Sections 3.a and 3.b, the Environmental Covenants shall also be terminated as to all or part of the Property if it is demonstrated to the Department that the proposed termination will ensure protection of human health and the environment, in accordance with C.R.S. 25-15-319(1)(h).

Consistent with C.R.S. 25-15-321(6), the Department shall provide to Owner a written determination on all applications to terminate an Environmental Covenant within 60 days after receipt of such application.

4) <u>Modifications</u>.

Consistent with C.R.S. 25-15-319(1)(h), the Department shall modify this Environmental Covenant in whole or in part when, in addition to satisfying the requirements of C.R.S. 25-15-321(3) and (5), Owner provides the following applicable showings to the Department:

a. Restrictions on Residential Use and other uses specified in Section 1.a shall be modified on all or part of the property if Owner demonstrates to the Department that portions of the subject property, where either soil lead levels exceed 3500 ppm or soil arsenic levels exceed 340 ppm, will be covered by a minimum of two inches of asphalt, pavement or concrete, or other structures that prevent human exposure to the soil.

b. Restrictions on using untreated groundwater from wells located on all or part of the property for drinking, domestic, or agricultural uses shall be modified to eliminate the restriction against one or more of these uses, if Owner demonstrates to the Department that concentrations of the constituents listed in Table 1 of Attachment 3 in the subject groundwater do not exceed State water quality standards in existence at the time of the application for the beneficial use that would be allowed under the modification. Current water quality standards are set forth in Table 1 of Attachment 3. Any ground water sampling conducted for purposes of modifying an Environmental Covenant shall be conducted in accordance with Attachment 3**.**

c. In addition to the grounds for modification set forth in Sections 4.a and 4.b, the Environmental Covenants shall also be modified as to all or part of the Property if it is demonstrated to the Department that the proposed modification will ensure protection of human health and the environment, in accordance with C.R.S. 25-15-319(1)(h).

Consistent with C.R.S. 25-15-321(6), the Department shall provide Owner a written determination on all applications to modify an Environmental Covenant within 60 days after receipt of such application.

5) Conveyances. Within thirty days (30) after any grant, transfer or conveyance of any interest in any or all of the Property, the transferring Owner shall notify the Department and EPA as the named third party beneficiary of such grant, transfer or conveyance.

6) Notice to Lessees. Owner agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

7) Notification for proposed construction and land use. Owner shall notify the Department and EPA as the named third party beneficiary simultaneously when submitting any application to a local government for a building permit or change in land use that would authorize a land use prohibited under Sections 1.a or 1.c.

8) No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

9) Enforcement. The Department and EPA as the named third party beneficiary may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S., and may file suit in district court to enjoin actual or threatened violations of this Covenant.

10) Notices. Any document or communication required under this Covenant shall be sent or directed to:

Notices to the Department shall be provided to:

[*appropriate Program Manager or Unit leader]*
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Notices to EPA shall be provided to:

EPA Remedial Project Manager
California Gulch Superfund Site
United States Environmental Protection Agency, Region 8
(8EPR-SR)
1595 Wynkoop Street
Denver, CO 80202-1129

Notices to Resurrection shall be provided to:

Law Department
Resurrection Mining Company
1700 Lincoln Street, Suite 3600
Denver, CO 80203

And

Director of Reclamation and Closure
Resurrection Mining Company
1700 Lincoln Street, Suite 3600
Denver, CO 80203

Either party may change its designated notice recipient upon 5 days prior to notice to the other party.

11) Definitions.

"**Day Care Center**" means facilities that provide care, protection and supervision for children on a regular basis away from their primary residence for less than 24 hours per day.

1) Examples. Examples of Day Care Centers include preschools, nursery schools, and latch key programs. "Child Care Centers," as defined in C.R.S. §26-6-102(1), are classified as "day care" uses.

2) Exceptions. Day Care Centers do not include facilities operated in connection with an employment use, shopping center or other principal use, where

children are cared for while parents or guardians are visiting the premises or in the immediate vicinity for a limited period of time

"**Parks and Open Spaces**" means areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares, and include open areas designed and developed for use by the occupants of a proposed development and by other persons for uses including but not limited to recreation, parks, and greenbelts. The lands tend to have few structures.

1) Examples. Examples of Parks and Open Space include parks, golf courses, public squares, plazas, playgrounds, ballfields, recreation areas, botanical gardens, and nature preserves.

"Residential Use" means structures or facilities used for Household Living or Group Living, as defined below.

1) Household Living.

A. Household Living is characterized by the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis.

B. Examples. Uses include living in houses, duplexes, triplexes, fourplexes and other multidwelling structures, retirement center apartments, manufactured housing and other structures with self-contained dwelling units.

C. Exceptions. Lodging in a dwelling unit or where less than two thirds of the units are rented on a monthly or longer basis is considered a hotel or motel use and not residential.

2) Group Living.

A. Group Living is characterized by the residential occupancy of a structure by a group of people who do not meet the definition of Household Living. Tenancy is arranged on a monthly or longer basis, and the size of the group may be larger than a family.

B. Examples. The Group Living category includes assisted living facilities, treatment facilities, nursing homes and other institutions and arrangements providing care or boarding for a group of unrelated individuals.

C. Exceptions.

1. Lodging where tenancy is generally arranged for periods of less than 30 days is not considered to be residential.

2. Facilities for people who are under judicial detainment and under the supervision of sworn officers are not considered residential.

"**Schools**" means public and private schools at the primary, elementary, middle, junior high, or high school level that provide state-mandated basic education, including associated play areas, recreational and sport facilities, and before- and after-school care facilities. The term shall include daytime schools, boarding schools and military academies. The term shall not include business or trade schools.

Resurrection has caused this instrument to be executed this ____ day of _____, _____.

Resurrection Mining Company

By:_____

Title:_____

STATE OF _____)
) ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___day of _____, _____ by _____ on behalf of Resurrection Mining Company

_____
Notary Public

_____
Address

_____

My commission expires:_____

Accepted by the Colorado Department of Public Health and Environment this ____ day of _____, _____.

By:_____

Title:_____

STATE OF _____)
) ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___day of _____, _____ by _____ on behalf of the Colorado Department of Public Health and Environment.

_____
Notary Public

_____
Address

_____

My commission expires:_____

ATTACHMENT 1

TO ENVIRONMENTAL COVENANT

THE PROPERTY

[INSERT LIST OF ZONE B PROPERTY FROM APPENDIX F2]

ATTACHMENT 2

TO ENVIRONMENTAL COVENANT

SOIL SAMPLING PROCEDURES

[INSERT ATTACHMENT 1 FROM APPENDIX F1]

ATTACHMENT 3

TO ENVIRONMENTAL COVENANT

GROUNDWATER SAMPLING PROTOCOLS

[INSERT ATTACHMENT 2 FROM APPENDIX F1]

Environmental Covenant for Zone C Property

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

Resurrection Mining Company ("Resurrection") grants an Environmental Covenant ("Covenant") this _____ day of _____, _____ to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq*. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Resurrection is the owner of certain property situated in Lake County, Colorado, more particularly described in Attachment 1, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, pursuant to that Consent Decree dated _____, 2008 among Resurrection, Newmont USA Limited ("Newmont"), the State of Colorado and the United States ("Consent Decree"), Resurrection has agreed to grant an Environmental Covenant in accordance with the terms thereof.

NOW, THEREFORE, Resurrection hereby grants this Environmental Covenant to the Department with EPA as a third party beneficiary, and declares that the Property as described in Attachment 1 shall hereinafter be bound by, held, sold, and conveyed subject to the requirements set forth below, which shall run with the Property in perpetuity and be binding on Resurrection, its heirs, successors and assigns, and any persons using the land, as described herein. As used in this Environmental Covenant, the term "Owner" means the record owner of the Property and any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use Restrictions.

No use of untreated alluvial groundwater from wells located on the property within 500 feet of California Gulch for drinking, domestic, or agricultural purposes shall be allowed. This covenant does not restrict the use of groundwater that is treated to meet then applicable State water quality standards for the beneficial use to which the water is being applied. Treatment must meet any standards that are in place at the time of use.

2) Inspections.

The Department and EPA as the named third party beneficiary shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

3) Termination.

This Covenant runs with the land and is perpetual, unless terminated or modified pursuant to this Section or Section 4. Owner may request that the Department approve a termination or modification of this Covenant. Consistent with C.R.S. 25-15-319(1)(h), the Department shall terminate this Environmental Covenant in whole or in part when, in addition to satisfying the requirements of C.R.S. 25-15-321(3) and (5), Owner provides the following applicable showings to the Department:

a. Restrictions on using untreated alluvial groundwater from wells located on the property within 500 feet of California Gulch for drinking, domestic, and agricultural purposes shall be terminated if Owner demonstrates to the State that concentrations of the constituents listed in Table 1 of Attachment 2 in the subject groundwater do not exceed State water quality standards for drinking, domestic, and agricultural purposes existing at the time of application. Current water quality standards are set forth in Table 1 of Attachment 2. Any ground water sampling conducted for purposes of terminating an Environmental Covenant shall be conducted in accordance with Attachment 2**.**

b. In addition to the grounds for termination set forth in Sections 3.a , the Environmental Covenants shall also be terminated as to all or part of the Property if it is demonstrated to the Department that the proposed termination will otherwise be addressed in a manner that will ensure protection of human health and the environment, in accordance with C.R.S. 25-15-319(1)(h).

Consistent with C.R.S. 25-15-321(6), the Department shall provide to Owner a written determination on all applications to terminate an Environmental Covenant within 60 days after receipt of such application.

4) Modifications.

Consistent with C.R.S. 25-15-319(1)(h), the Department shall modify this Environmental Covenant in whole or in part when, in addition to satisfying the requirements of C.R.S. 25-15-321(3) and (5), Owner provides the following applicable showings to the Department:

a. Restrictions on using untreated alluvial groundwater from wells located on the property within 500 feet of California Gulch for drinking, domestic, or

agricultural purposes shall be modified to eliminate the restriction against one or more of these uses if Owner demonstrates to the State that concentrations of the constituents listed in Table 1 of Attachment 2 in the subject groundwater do not exceed State water quality standards in existence at the time of the application for the beneficial use that will be allowed as a result of the modification. Current water quality standards are set forth in Table 1 of Attachment 2. Any ground water sampling conducted for purposes of modifying an Environmental Covenant shall be conducted in accordance with Attachment 2**.**

b. In addition to the grounds for modification set forth in Section 4.a, the Environmental Covenants shall also be modified as to all or part of the Property if it is demonstrated to the Department that the proposed modification will ensure protection of human health and the environment, in accordance with C.R.S. 25-15-319(1)(h).

Consistent with C.R.S. 25-15-321(6), the Department shall provide Owner a written determination on all applications to modify an Environmental Covenant within 60 days after receipt of such application.

5) Conveyances. Within thirty days (30) after any grant, transfer or conveyance of any interest in any or all of the Property, the transferring Owner shall notify the Department and EPA as the named third party beneficiary of such grant, transfer or conveyance.

6) Notice to Lessees. Owner agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

7) No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

8) Enforcement. The Department and EPA as the named third party beneficiary may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S., and may file suit in district court to enjoin actual or threatened violations of this Covenant.

9) Notices Any document or communication required under this Covenant shall be sent or directed to:

Notices to the Department shall be provided to:

[*appropriate Program Manager or Unit leader]*
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Notices to EPA shall be provided to:

EPA Remedial Project Manager
California Gulch Superfund Site
United States Environmental Protection Agency, Region 8
(8EPR-SR)
1595 Wynkoop Street
Denver, CO 80202-1129

Notices to Resurrection shall be provided to:

Law Department
Resurrection Mining Company
1700 Lincoln Street, Suite 3600
Denver, CO 80203

And

Director of Reclamation and Closure
Resurrection Mining Company
1700 Lincoln Street, Suite 3600
Denver, CO 80203

Either party may change its designated notice recipient upon 5 days prior to notice to the other party.

Resurrection has caused this instrument to be executed this ____ day of _____, _____.

Resurrection Mining Company

By:_____

Title:_____

STATE OF _____)
) ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___day of _____, _____ by _____ on behalf of Resurrection Mining Company

_____
Notary Public

_____
Address

_____

My commission expires:_____

Accepted by the Colorado Department of Public Health and Environment this ____ day of _____, _____.

By:_____

Title:_____

STATE OF _____)
) ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___day of _____, _____ by _____ on behalf of the Colorado Department of Public Health and Environment.

_____
Notary Public

_____
Address

_____

My commission expires:_____

ATTACHMENT 1

TO ENVIRONMENTAL COVENANT

THE PROPERTY

[INSERT LIST OF SUBJECT ZONE C PROPERTY FROM APPENDIX F2]

ATTACHMENT 2

TO ENVIRONMENTAL COVENANT

GROUNDWATER SAMPLING PROTOCOLS

[INSERT ATTACHMENT 2 FROM APPENDIX F1]

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

Resurrection Mining Company ("Resurrection") grants an Environmental Covenant ("Covenant") this _____ day of _____, _____ to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq*. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Resurrection is the owner of certain property situated in Lake County, Colorado, more particularly described in Attachment 1, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, pursuant to that Consent Decree dated _____, 2008 among Resurrection, Newmont USA Limited ("Newmont"), the State of Colorado and the United States ("Consent Decree"), Resurrection has agreed to grant an Environmental Covenant in accordance with the terms thereof.

NOW, THEREFORE, Resurrection hereby grants this Environmental Covenant to the Department and EPA as a third party beneficiary, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the requirements set forth below, which shall run with the Property in perpetuity and be binding on Resurrection, its heirs, successors and assigns, and any persons using the land, as described herein. As used in this Environmental Covenant, the term "Owner" means the record owner of the Property and any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use Restrictions.

No uses or activities that would in any manner interfere with or adversely affect the implementation, integrity, or protectiveness of the reclamation and closure actions that have been or will be performed or instituted on the property including, without limitation, revegetated areas, retaining ponds, adits, roads, ditches, pipelines, utility corridors, waste disposal facilities, tailings ponds, monitoring wells, signs and governmental use restrictions

and controls, shall be allowed. These restrictions will not apply to any future mineral prospecting, exploration or mining activities conducted on the property in accordance with the Colorado Mined Land Reclamation Act and implementing regulations.

2) Inspections.

The Department and EPA as the named third party beneficiary shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

3) Termination.

This Covenant runs with the land and is perpetual, unless terminated or modified pursuant to this Section or Section 4. Owner may request that the Department approve a termination or modification of this Covenant. Consistent with C.R.S. 25-15-319(1)(h), the Department shall terminate this Environmental Covenant in whole or in part when, in addition to satisfying the requirements of C.R.S. 25-15-321(3) and (5), Owner provides the following applicable showings to the Department:

a. Restrictions on uses or activities that would disturb or have the potential to disturb caps, covers or revegetated areas, or interfere or have the potential to interfere with or adversely affect the implementation, integrity, or protectiveness of the reclamation actions that have been or will be performed or instituted on the property shall be terminated if the waste in place within the area proposed for disturbance is removed or response facilities on the property are dismantled with the approval of EPA and the State.

b. In addition to the grounds for termination set forth in Section 3.a, the Environmental Covenants shall also be terminated as to all or part of the Property if it is demonstrated to the Department that the proposed termination will ensure protection of human health and the environment, in accordance with C.R.S. 25-15-319(1)(h).

Consistent with C.R.S. 25-15-321(6), the Department shall provide to Owner a written determination on all applications to terminate an Environmental Covenant within 60 days after receipt of such application.

4) Modification.

The Department shall modify this Environmental Covenant in whole or in part when, in addition to satisfying the requirements of C.R.S. 25-15-321(3) and (5), Owner demonstrates to the Department that the proposed modification will ensure protection of human health and the environment, in accordance with C.R.S. 25-15-319(1)(h).

Consistent with C.R.S. 25-15-321(6), the Department shall provide Owner a written determination on all applications to modify an Environmental Covenant within 60 days after receipt of such application.

5) Conveyances. Within thirty days (30) after any grant, transfer or conveyance of any interest in any or all of the Property, the transferring Owner shall notify the Department and EPA as the named third party beneficiary of such grant, transfer or conveyance.

6) Notice to Lessees. Owner agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

7) Notification for proposed construction and land use. Owner shall notify the Department and EPA as the named third party beneficiary simultaneously when submitting any application to a local government for a building permit or change in land use that would authorize a land use prohibited under Section 1.

8) No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

9) Enforcement. The Department and EPA as the named third party beneficiary may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S., and may file suit in district court to enjoin actual or threatened violations of this Covenant.

109) Notices Any document or communication required under this Covenant shall be sent or directed to:

Notices to the Department shall be provided to:

[*appropriate Program Manager or Unit leader]*
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Notices to EPA shall be provided to:

EPA Remedial Project Manager
California Gulch Superfund Site
United States Environmental Protection Agency, Region 8
(8EPR-SR)
1595 Wynkoop Street
Denver, CO 80202-1129

Notices to Resurrection shall be provided to:

Law Department
Resurrection Mining Company
1700 Lincoln Street, Suite 3600
Denver, CO 80203

And

Director of Reclamation and Closure
Resurrection Mining Company
1700 Lincoln Street, Suite 3600
Denver, CO 80203

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Resurrection Mining Company

By:_____

Title:_____

STATE OF _____)
) ss:
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Notary Public

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Address

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My commission expires:_____

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By:_____

Title:_____

STATE OF _____)
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_____
Notary Public

_____
Address

_____

My commission expires:_____

ATTACHMENT 1

TO ENVIRONMENTAL COVENANT

THE PROPERTY

[INSERT LIST OF SUBJECT BLACK CLOUD MINE TAILINGS PROPERTY FROM APPENDIX F2]