

172100

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 16<sup>th</sup> day of March, 1999, by and between H. B. Sprenger II, Executor of the Estate of H. B. Sprenger, Sr., Grantor, and H. B. Sprenger II, Trustee of the By Sprenger, Sr. Family Trust, Grantee.

## I.

RECITALS

1.1 Conversion Documents. H. B. Sprenger (Sr.) and Betty Sprenger, husband and wife, (referred to, collectively, herein as "Sprengers"), together with others, owned rights and interests in carried net profits of the Cortez Joint Venture which was engaged in the operation of certain mining properties situated in Lander and Eureka Counties, Nevada. In 1993, agreement was reached for conversion of the said carried net profits interest into overriding royalty interests. The terms and provisions of the aforesaid conversion are specified in the following instruments, each of which was executed by Sprengers, and others, and recorded in the offices of the Recorder of Lander and Eureka Counties, Nevada:

(a) "Correction Special Warranty Deed Conveying Overriding Royalty Interest," dated August 9, 1993, in which Placer Dome U.S. Inc., and others, were Grantors and Sprengers, and others, were Grantees, which deed is recorded in the office of the Recorder of Lander County, Nevada, in Book 400, commencing at Page 328, and in the office of the Recorder of Eureka County, Nevada, in Book 253, commencing at Page 405.

(b) "Correction Special Warranty Deed and Bill of Sale," dated August 9, 1993, in which the Sprengers, and others were Grantors and Cortez Joint Venture, and others, were Grantees, which deed and bill of sale is recorded in the office of the Recorder of Lander County, Nevada, in Book 400, commencing at Page 599, and in the office of the Recorder of Eureka County, Nevada, in Book 254, commencing at Page 142.

(c) "Correction Special Warranty Deed Conveying Interest in Overriding Royalty," in which the Sprengers, and others, are Grantors and Placer Dome U.S. Inc., and Kennecott Explorations (Australia) Ltd. are Grantees dated August 9, 1993, which deed is recorded in the office of the Recorder of Lander County, Nevada, in Book 400, commencing at Page 458, and in the office of the Recorder of Eureka County, Nevada, in Book 254, commencing at Page 001.

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(d) "Corrected Memorandum of Surviving Provisions of Exchange Agreement," dated August 9, 1993, in which Sprengers, and others, are parties and which Memorandum is recorded in the office of the Recorder of Lander County, Nevada, in Book 400, commencing at Page 589, and in the office of the Recorder of Eureka County, Nevada, in Book 254, commencing at Page 132.

(e) The instruments identified in items 1.1(a) through (d) above are hereinafter referred to, collectively, as the "Cortez Conversion Documents" and each thereof is hereby incorporated into and made a part of this Deed, for all purposes, by the above references to the recordation thereof.

1.2 Demise of Sprengers. Betty Sprenger died on or about July 31, 1994, and her rights and interests in and under the Cortez Conversion Documents, passed to her husband, H. B. Sprenger (Sr.). Subsequently, on or about October 28, 1994, H. B. Sprenger (Sr.) died and his rights and interests, (then including those of Betty Sprenger, deceased), in and under the Cortez Conversion Documents, became a portion of the estate of H. B. Sprenger, deceased.

1.3 Clarification Agreement. On August 11, 1995, the parties to the Cortez Conversion Documents and their successors and/or assigns entered into the "Clarification Agreement," to which Grantor was a signatory party, clarifying certain provisions of the Cortez Conversion Documents (the "Clarification Agreement"), which is recorded in Book 421, commencing at Page 205 in Lander County, Nevada and in Book 287, commencing at Page 552 in Eureka County, Nevada.

1.4 Conveyance to Grantor. Grantor wishes to convey to Grantee all rights and interests held by the Estate of H. B. Sprenger in and under, or which are derived from the Cortez Conversion Documents and/or the Clarification Agreement.

## II.

### CONVEYANCE

2.1 In view of the Recitals, set forth above, and for valuable consideration received from Grantee, the receipt and sufficiency of which is acknowledged, Grantor hereby bargains, sells, deeds and conveys to Grantee, its successors, personal representatives, heirs and assigns all of the rights, interests and privileges of Grantor in and under, or which are derived from, the Cortez Conversion Documents and/or the Clarification Agreement, or any of them, and rights and interests in and to any of the mining properties which are, or may hereafter, become subject to either said Documents or

said Agreement; together with the appurtenances and all rents, issues and profits of the Grantor therein or thereto or which it may hereafter acquire; to have and to hold the said interests of Grantor by Grantee, its successors and assigns forever.

### III.

#### MISCELLANEOUS

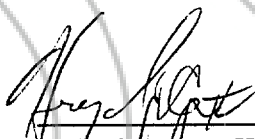
3.1 Special Warranty of Title. Grantor warrants title to the rights, titles and interests conveyed to Grantee by this Deed against, but only against, any person or entity lawfully claiming the whole or any part thereof by, through or under Grantor.

3.2 Grantee's Assumption of Obligations. Grantee assumes and agrees to be bound by any limitations or obligations imposed upon the Sprengers under the Cortez Conversion Documents and/or upon Grantor under the Clarification Agreement.

3.3 After Acquired Title. The rights and interests conveyed to Grantee hereby shall attach and appertain to all of the mining claims, mineral rights, properties, described in the Cortez Conversion Documents and/or in the Clarification Agreement and also to any other mining claims, mineral rights, properties, leases or interests acquired subsequent to August 9, 1993, and which may be acquired hereafter by Grantee which become subject to the said Documents and/or Agreement prior to June 1, 2083 in accordance with the terms of said Documents or Agreement.

3.4 Binding Effect and Benefit. The provision of this Deed shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors, personal representatives, heirs and assigns.

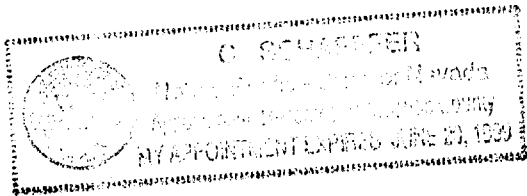
EXECUTED as of the 16 day of March, 1999.




H. B. Sprenger II  
Executor of the Estate of  
H. B. Sprenger Sr., Deceased  
GRANTOR

001571

My commission expires: 6/20-99



  
H. B. Sprenger II

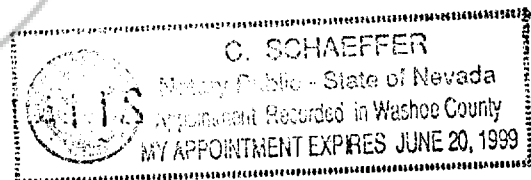
H. B. Sprenger II  
Trustee of the By Sprenger, Sr. Family Trust  
GRANTEE

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

WITNESS my hand and official seal.

My commission expires: 6/20-99

Schaeff  
Notary Public



BOOK 326 PAGE 295  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Hale Lane Creek*  
99 MAR 25 PM 2:12

EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES 11.00

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BOOK 326 PAGE 299

OFFICIAL RECORDS  
LANDER CO. NEV  
RECORD REQUESTED BY  
*Hale Lane Creek, Alexander, Howard & Anderson*  
99 MAR 19 PM 4:17  
IDONNA M. TREVINO  
RECORDER  
FEE 11.00 DEP *dn*