

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
New Nevada Resources, LLC  
9550 Prototype Court, Suite 103  
Reno, NV 89521

The undersigned hereby affirms that this document submitted  
for recording does not contain a social security number.

**DOC# 218978**

11/30/2011

03:25PM

**Official Record**

Requested By  
STEWART TITLE ELKO

**Eureka County - NV**

**Mike Rebaleati - Recorder**

Page: 1 of 10 Fee: \$48.00

Recorded By FS RPTT: \$0.00

Book- 0525 Page- 0363



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## **ASSIGNMENT AND ASSUMPTION OF MINERAL LEASES AND AGREEMENTS**

**THE UNDERSIGNED NEVADA LAND AND RESOURCE COMPANY, LLC**, a Nevada limited liability company, whose address is 9550 Prototype Court, Suite 103, Reno, NV 89521 (**"ASSIGNOR"**), being the parent company of **ASSIGNEE** as hereinafter defined, for and in consideration of good and valuable consideration delivered to **ASSIGNOR** by **ASSIGNEE**, receipt of which is hereby acknowledged, does hereby partially assign, transfer and set over to **NEW NEVADA RESOURCES, LLC**, a Florida limited liability company, whose address is 9550 Prototype Court, Suite 103, Reno, NV 89521 (**"ASSIGNEE"**), being a wholly-owned subsidiary of **ASSIGNOR**, all **ASSIGNOR's** right, title, and interest in and to, including, but not limited to, that portion of the rents, royalties, and profits accruing in and to, any and all of the mineral leases, licenses, and agreements (the "Mineral Leases and Agreements") affecting any mineral interests (as hereinafter defined) in, on or under the land owned by **ASSIGNOR** lying and being situated in Eureka County, Nevada, wherever located and however described, including but not limited to that certain land being more particularly described on **Exhibit "A"** attached hereto and incorporated here by reference.

For the purposes of this instrument, the Mineral Leases and Agreements shall:

1. Include only those leases, licenses and agreements pertaining to minerals defined as follows:
  - (1) substances containing gold, silver, platinum and all other precious metals of any kind or nature;
  - (2) iron, cobalt, copper, lead, zinc, nickel, chromium, aluminum, mercury, cadmium and all other base metals of any kind or nature;
  - (3) industrial-grade silicates, aluminates and carbonates;
  - (4) uranium, vanadium, thorium and all other fissional elements of any kind or nature;
  - (5) subbituminous coal, bituminous coal, anthracite coal, lignite, and any other coal or similar material of any kind or nature;
  - (6) all oil and gas and associated hydrocarbons and any and all gaseous hydrocarbons, as well as their constituent products (including condensate, casinghead gas, distillate and natural gas liquids), coalbed methane and coalseam gas;

- (7) geothermal energy resources (including, hydro pressured reservoirs, geopressed reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water and other fissionable materials;
- (8) all other minerals of every kind and character, metallic or nonmetallic, inorganic or organic or otherwise, whether or not presently known to science or industry, now known to exist or hereafter discovered upon, within or underlying the surface of the Premises, regardless of depth.

TOGETHER WITH the rights of ingress and egress and utilities to explore, develop, produce, extract, store, remove, market and transport the same;

TOGETHER WITH the use of the surface of the Property to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface, strip mining, solution mining or any other method, including any method hereafter developed), developing, producing, and for the full enjoyment of the rights herein granted; and,

TOGETHER WITH the right to use water developed by the owner of these Mineral Rights in conjunction with the exploration, development, mining, processing and related operations to exercise and enjoy the rights herein granted.

LESS AND EXCEPT and excluding from the definition of minerals all sand, clay, gravel, rock and placer minerals.

2. Include, but not be limited to those Mineral Leases and Agreements of any type and nature, including but not limited to those more particularly described on **Exhibit "B"** attached hereto and incorporated herein by reference, whether originally entered into by or subsequently assigned to **ASSIGNOR**, with this assignment being for the portion of said Mineral Leases and Agreements affecting the properties in Eureka County, Nevada and for the rest and remainder of the term of said Mineral Leases and Agreements, being subject to the covenants, terms and conditions thereof.

**TO HAVE AND TO HOLD** unto **ASSIGNEE** for and during the rest and remainder of the term of said Mineral Leases and Agreements, subject to the covenants, terms and conditions thereof and all matters of record.

IN WITNESS WHEREOF, the undersigned **ASSIGNOR** has executed this document on November 30, 2011

**ASSIGNOR:**

**NEVADA LAND AND RESOURCE COMPANY, LLC**

By: M.C. Davis

M.C. Davis, Manager



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STATE OF Mississippi  
COUNTY OF Madison

On November 30, 2011, M.C. Davis, personally appeared before me, a notary public; personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he is the Manager of Nevada Land and Resource Company, LLC and who acknowledged to me that he executed the foregoing Assignment and Assumption of Mineral Leases and Agreements on behalf of said company.

Powell S. Ogletree Jr.  
NOTARY PUBLIC

My Commission Expires:

(SEAL)



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THE UNDERSIGNED ASSIGNEE for and in consideration of the above assignment, does herewith and hereby assume the above described assigned Mineral Leases and Agreements for the rest and remainder of the term of said Mineral Leases and Agreements, subject to the covenants, terms and conditions thereof and all matters of record.

**ASSIGNEE:**

**NEW NEVADA RESOURCES, LLC**

By: M.C. Davis  
M.C. Davis, Manager

STATE OF Mississippi  
COUNTY OF Madison

On November 30, 2011, M.C. Davis, personally appeared before me, a notary public; personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he is the manager of New Nevada Resources, LLC, and that he executed the foregoing Assignment and Assumption of Mineral Leases and Agreements on behalf of said company.

Powell G. Ogletree, Jr.  
NOTARY PUBLIC

My Commission Expires:

(SEAL)



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**Exhibit "A"**  
**(Legal Description)**

COPY



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**EXHIBIT A**  
**EUREKA COUNTY NEVADA PROPERTY**

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

**TOWNSHIP 36 NORTH, RANGE 49 EAST, M.D.B.&M.**

Section 19: All;

**TOWNSHIP 35 NORTH, RANGE 48 EAST, M.D.B.&M.**

Section 1: All;  
Section 13: All;  
Section 21: All;  
Section 23: All;  
Section 27: All;  
Section 29: All;  
Section 33: All;

**TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.&M.**

Section 3: NW1/4;  
Section 9: NW1/4;

**TOWNSHIP 33 NORTH, RANGE 51 EAST, M.D.B.&M.**

Section 29: All;

**TOWNSHIP 33 NORTH, RANGE 52 EAST, M.D.B.&M.**

Section 29: W1/2W1/2;  
Section 31: All;

**TOWNSHIP 32 NORTH, RANGE 48 EAST, M.D.B.&M.**

Section 1: W1/2; W1/2NE1/4;

**EXCEPTING THEREFROM** that portion of said land as conveyed to Western Pacific Railway Company, a California corporation, in deed recorded February 20, 1909, in Book 16, Page 108, Deed Records of Eureka County, Nevada, more particularly described as follows:

A strip of land one hundred (100) feet wide adjoining the right of way of the Western Pacific Railway Company in the W1/2NE1/4 of Section 1, Township 32 North, Range 48 East, M.D.B.&M., described as follows to wit and being all that portion of said W1/2NE1/4 of said Section 1, bounded on the Southwesterly side by the Northeasterly line of the said right of way, which said right of way line is two hundred (200) feet Northeasterly from and parallel with the center line of the constructed railroad of the Central Pacific Railway Company and bounded on the Northeasterly side by a line drawn one hundred (100) feet northeasterly from and parallel



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with said Northeasterly line of right of way of the Western Pacific Railway Company, and extending from the North line to the South line of the said W1/2 NE1/4 of said Section One (1), a distance of twenty seven hundred and seventy (2770) feet more or less.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed to Western Pacific Railway Company, a California corporation, in deed recorded April 26, 1909, in Book 16, Page 269, Deed Records of Eureka County, Nevada more particularly described as follows:

A strip or tract of land 100 feet wide extending entirely across the E1/2 of Section 1, Township 32 North, Range 48 East, M.D.B.&M., and being all the land included between the North and South boundary lines of said E1/2 of Section 1 and between two lines, one of which is the Easterly line of the 400 foot right of way of the Central Pacific Railway Company, and the other a line drawn parallel with and 100 feet distant at right angles Easterly from the center line of the main track of the Central Pacific Railway.

Section 15: All;

TOWNSHIP 32 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 13: All;

Section 33: SE1/4;

TOWNSHIP 31 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 3: NW1/4;

Section 7: E1/2;

Section 29: W1/2;

Section 31: NE1/4;

TOWNSHIP 30 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: NE1/4;

Section 9: All;

Section 33: All;

TOWNSHIP 29 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: Lots 1, 2, 7, 8, 9, and 10; S1/2;

Section 17: All;

TOWNSHIP 32 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: All;

Section 9: All;

Section 11: All;

Section 15: All;

Section 17: All;



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EXCEPTING FROM Section 17 all that portion of said land as conveyed to American Telephone and Telegraph Company in deed recorded November 22, 1950, in Book 24, Page 105, Deed Records of Eureka County, Nevada further described as follows:

Beginning at a point in the Northwest quarter NW1/4 of Section Seventeen (17), Township Thirty-two (32) North, Range Fifty-one (51) East, Mount Diablo Base and Meridian from which point the Northwest corner of said Section Seventeen (17) bears North Ten degrees, One minute, Eight seconds West (N. 10°01'08" W.), a distance of One Thousand Five Hundred Eleven and 08/100 (1511.08) feet, and running thence from said point of beginning South Eighty-eight degrees, Fifty-seven minutes, Fifteen seconds East (S. 88°57'15" E.), a distance of Three Hundred and 00/100 (300.00) feet; thence South One degree, Two minutes, Forty-five seconds West (S. 1°02'45" W.), a distance of Three Hundred and 00/100 (300.00) feet, thence North Eighty-eight degrees, Fifty-seven minutes, Fifteen seconds West (N. 88°57'15" W.), a distance of three Hundred and 00/100 feet, thence North One degree, Two minutes, Forty-five seconds East (N. 1°02'45" E.), a distance of Three Hundred and 00/100 (300.00) feet to the said point of beginning.

FURTHER EXCEPTING FROM Section 17 all that portion of said land as conveyed to the United States of America, Department of Transportation, in deed recorded December 24, 1997, in Book 316, Page 313, Official Records of Eureka County, Nevada, more particularly described as follows:

A parcel of land 100 feet x 100 feet (approximately). Beginning at the Southwest corner of Section 17, Township 32 North, Range 51 East, Mount Diablo Bas and Meridian, County of Eureka, State of Nevada; Thence North 11°42'02" East, 2146.64 feet to a 3/4" iron pipe, being the Southwest corner of a FAA RCLR facility and the true point of beginning; Thence North 69°24'23" East, 100.03 feet to a 3/4" iron pipe; Thence North 20°43'27" West 90.84 feet to a point in the I-80 South right-of-way line (Station "Oe" 967+37 offset 200 feet right), from which a 3/4" pipe bears North 20°43'27" West, 9.22 feet distant; Thence along said right-of-way line South 71°07'39" West, 100.02 feet to a point, from which a 3/4" iron pipe bears North 20°40'00" West, 6.12 feet distant; Thence leaving said right-of-way line South 20°40'00" East, 93.87 feet to the true point of beginning.



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**Exhibit "B"**  
**(Mineral Leases and Agreements)**

**MINING**

189138	NEWMONT MINING CORPORATION	Eureka
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**MINERALS**

No.	Name	
189005	NEWMONT MINING CORPORATION	Elko, Eureka and Lander
182091	NEWMONT MINING CORPORATION	Eureka

**OIL & GAS**

189133	Prize Energy Resources, L.P.	Eureka
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**GEO THERMAL**

189112	EARTH POWER RESOURCES, INC.	Eureka
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**LEASES AND LICENSES TO BE ASSIGNED TO NEW NEVADA RESOURCES LLC**

**MINING**

189138    NEWMONT MINING CORPORATION

Eureka

**MINERALS**

No.        Name

189005    NEWMONT MINING CORPORATION

182091    NEWMONT MINING CORPORATION

Elko, Eureka and Lander

Eureka

**OIL & GAS**

189133    Prize Energy Resources, L.P.

Eureka

**GEOTHERMAL**

189112    EARTH POWER RESOURCES, INC.

Eureka



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