12/15/2014

Official

Recording requested By NEWMONT USA LTD

Eureka County - NV Mike Rebaleati - Recorder

Fee: \$30.00

Page 1 Recorded By:

Book- 576 Page- 0180



When recorded, return to:

New Nevada Resources, LLC 9550 Prototype Court, Suite 103 Reno, Nevada 89521

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

PARTIAL RELEASE AND ASSIGNMENT

This Partial Release and Assignment ("Agreement") is entered into effective December 3, 2014 ("Effective Date") by and between NEWMONT USA LIMITED, a Delaware corporation, whose address is 1655 Mountain City Highway, Elko, Nevada 89801 ("Newmont"), NEW NEVADA RESOURCES, LLC, a Florida limited liability company, whose address is 9550 Prototype Court, Suite 103, Reno Nevada 89521 ("NNR"), and NEW NEVADA LANDS, LLC, a Mississippi limited liability company, whose address is 9550 Prototype Court, Suite 103, Reno Nevada 89521 ("NNL").

RECITALS

- Southern Pacific Land Company and SFP Minerals Corporation entered into an Exploration Agreement, dated August 1, 1985 ("1985 Agreement"). Pursuant to the 1985 Agreement, the parties thereto entered into several leases covering properties within the State of Nevada ("Minerals Leases").
- The Atchison, Topeka and Santa Fe Railway Company and Santa Fe Pacific В. Minerals Corporation entered into an Exploration Agreement and Option to Lease, dated November 29, 1990, which was amended by an Agreement dated December 29, 1995 (collectively "1990 Agreement"). Newmont has succeeded to the rights and interests of Santa Fe Pacific Minerals Corporation under the 1990 Agreement. Pursuant to the 1990 Agreement, the parties thereto entered into several Mining Leases covering properties within the State of Nevada ("Mining Leases").
- C. The Minerals Leases and Mining Leases that are described in Exhibit 1 hereto are collectively referred to herein as "the Leases." Newmont is the current lessee under the Leases.
- The Leases cover, in part, certain properties, which are described in Exhibit 1 hereto, which properties are referred to herein as the "Released Properties."
- E. Newmont has subleased certain rights and interests in the Minerals Leases, pursuant to those subleases described in Exhibit 2 hereto ("Subleases"). The Subleases cover those properties identified in Exhibit 2 ("Subleased Properties").

- NNR owns the mineral estate in the Released Properties and Subleased Properties. NNL owns the surface estate on most of the Released Properties and the Subleased Properties.
- Pursuant to those notices of release described in Exhibit 3 hereto ("Notices of Releases"); Newmont reserved certain rights as set forth in those releases.
- H. Newmont, NNR and NNL entered into a Lease Conversion and Release Agreement, dated December 3, 2014, pursuant to which, the parties agreed, in part, that (i) Newmont would release the Released Properties from the Leases, the 1985 Agreement and the 1990 Agreement, (ii) Newmont would assign to NNR its interest in the Minerals Leases, 1985 Agreement and 1990 Agreement, solely as to the Subleased Properties subject to the rights of the sublessees under the Subleases, (iii) NNR would assume all of the obligations of the sublessor under the Subleases, and (iv) Newmont would release all of its rights, title and interests that were reserved by the Notices of Releases.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Newmont, NNR and NNL agree as follows:

- Partial Lease Release. Newmont hereby releases, relinquishes and surrenders any 1 and all of its rights, title and interests in and under the Leases, the 1985 Agreement and the 1990 Agreement as to and only as to the Released Properties. As of the Effective Date of this Agreement, Newmont shall have no further rights, interests, obligations or liabilities under the Leases, the 1985 Agreement or the 1990 Agreement with respect to the Released Properties.
- Assignment of Subleased Property. Newmont hereby assigns to NNR all of Newmont's rights, title, interests, obligations and liabilities in and under the Minerals Leases, the 1985 Agreement and the 1990 Agreement only as to the Subleased Properties. This Agreement shall not affect Newmont's rights, title, interests, obligations and liabilities under the Leases, the 1985 Agreement or the 1990 Agreement as to any properties other than the Released Properties and the Subleased Properties.
- Assignment and Assumption of Subleases. Newmont hereby assigns to NNR all of Newmont's rights, title, interests, obligations and liabilities in and to the Subleases. NNR hereby assumes and agrees to satisfy all of the sublessor's obligations, liabilities and responsibilities in and under the Subleases. NNR shall indemnify and hold harmless Newmont and its directors, officers, employees, agents and successors from any and all claims, losses, damages, costs, demands and liabilities (including reasonable attorney's fees) arising from or related to any breach of the Subleases by NNR or its successors or assigns. Newmont shall indemnify and hold harmless NNR and its directors, officers, employees, agents and successors from any and all claims, losses, damages, costs, demands and liabilities (including reasonable attorney's fees) arising from or related to any breach of the Subleases by Newmont prior to the Effective Date.
 - Representations and Warranties.

- a. Each party represents and warrants to the other parties that it is in good standing under the laws of the jurisdiction in which it is incorporated, and that it has all the requisite power, right and authority to enter into this Agreement, to perform its obligations under this Agreement, and to commit to this Agreement. The execution and delivery of this Agreement, and the consummation of the obligations, indemnities and payments provided herein, have been duly and validly authorized by all necessary corporate or company action on the part of each party.
- b. Newmont represents and warrants that, except for the Subleases, Newmont has not granted or conveyed any other rights, title or interests in the Released Properties or the Subleased Properties.
- 5. <u>Notices of Releases</u>. Newmont hereby releases all rights, title and interests that were reserved by Newmont pursuant to the Notices of Releases.
- 6. <u>As-Is Condition of Properties</u>. Except as expressly provided in Section 3 above, Newmont is releasing and assigning its interests in the Released Properties, Subleased Properties and Notices of Releases "As-Is, Where-Is, With All Faults" without representation or warranty, express or implied, either oral or written, made by Newmont or any agent or representative of Newmont with respect to the physical or structural condition of the Released Properties, the Subleased Properties or the properties subject to the Notices of Releases, or with respect to income potential, operating expenses, uses, habitability, environmental conditions, tenantability, or suitability for any purpose, all of which warranties Newmont hereby expressly disclaims.

7. General Provisions.

(a) Notice. All notices or other communications to any party shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by overnight mail by a courier that maintains a delivery tracking system. Subject to the following sentence, all notices shall be effective and shall be deemed delivered (i) if by personal delivery, on the date of delivery, (ii) if by mail, on the date of delivery as shown on the actual receipt, and (iii) if by overnight courier, as documented by the courier's tracking system. If the time of such delivery or receipt is not before 5:00 p.m. on a business day, the notice or other communication delivered or received shall be effective on the next business day ("business day" means a day, other than a Saturday, Sunday or statutory holiday observed by banks in the jurisdiction in which the intended recipient of a notice or other communication is situated). A party may change its address from time to time by notice to the other parties as indicated above.

All notices to Newmont shall be delivered to:

Newmont USA Limited Attn: Land Department 1655 Mountain City Highway Elko, NV 89801

All notices to NNR shall be delivered to:

New Nevada Resources, LLC 9550 Prototype Court, Suite 103 Reno, Nevada 89521 Telecopier No.: 775-737-9507

All notices to NNL shall be delivered to:

New Nevada Lands, LLC 9550 Prototype Court, Suite 103 Reno, Nevada 89521 Telecopier No.: 775-737-9507

- (b) <u>Inurement</u>. All covenants, conditions, limitations and provisions contained in this Agreement apply to, and are binding upon, the parties to this Agreement, their heirs, representatives, successors and assigns.
- (c) <u>Implied Covenants</u>. The only implied covenants in this Agreement are those of good faith and fair dealing.
- (d) <u>Waiver</u>. No waiver of any provision of this Agreement, or waiver of any breach of this Agreement, shall be effective unless the waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other subsequent breach.
- (e) <u>Modification</u>. No modification, variation or amendment of this Agreement shall be effective unless it is in writing and signed by all parties to this Agreement.
- (f) <u>Further Assurances</u>. Each of the parties agrees that it shall take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.
- (g) Attorneys' Fees. In any litigation between the parties to this Agreement or persons claiming under them resulting from, arising out of, or in connection with this Agreement or the construction or enforcement thereof, the prevailing party or parties shall be entitled to recover from the other party or parties, all reasonable costs, expenses, attorneys' fees, expert fees, and other costs of suit incurred by it in connection with such litigation, including such costs, expenses and fees incurred prior to the commencement of the litigation, in connection with any appeals, and collecting any final judgment entered therein. If a party or parties prevails on some aspects of such action, but not on others, the court may apportion any award of costs and attorneys' fees in such manner as it deems equitable.

- (h) Construction. The section and paragraph headings contained in this Agreement are for convenience only, and shall not be used in the construction of this Agreement. The parties acknowledge that they have each been represented by legal counsel in drafting and reviewing the terms of this Agreement. Consequently, any rules of construction for or against the drafter of this Agreement shall not be applicable in construing the provisions hereof.
- Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Nevada, without regard to that State's conflicts of laws provisions.
- Costs. NNR, NNL and Newmont will each bear their own costs and expenses associated with the preparation of this Agreement.
- This Agreement may be executed in any number of (k) Counterparts. counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEWMONT USA LIMITED

Name: Ganh

Title: VICT

NEW NEVADA LANDS, LLC

Name: Donald A. Pattalock

Title: President

NEW NEVADARESOURCES, LLC

Name: Donald A. Pattalock

Title: President

STATE OF <u>Punda</u>
COUNTY OF <u>ELKO</u> This instrument was acknowledged before me on this 8 day of Queenber, 2014, by Javen Jangara, as Yul Presedent of NEWMONT USA LIMITED. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written. Notary Public My commission expires: 9-2/-17[SEAL] REBECCA SCHOW **NOTARY PUBLIC** STATE OF NEVADA Commission Expires: 09-21-17 Certificate No: 09-11120-6 STATE OF NEVADA) ss. **COUNTY OF WASHOE**

This instrument was acknowledged before me on this 3rd day of December, 2014, by Donald A. Pattalock, as President of NEW NEVADA RESOURCES, LLC.

IN WITNESS WHEREOF, I have hereunto-set my hand and affixed my Official Seal the day and year first above written.

S. SCHULTZ

S. SCHULTZ

Notary Public, State of Nevada

Appointment No. 12-8585-2

My Appt. Expires Sep 17, 2016

Notary Public
My commission expires:

STATE OF NEVADA) ss. COUNTY OF WASHOE)

This instrument was acknowledged before me on this 3rd day of December, 2014, by Donald A. Pattalock, as President of NEW NEVADA LANDSS, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the

day and year first above written.

[SEAL]

Notary Public

My commission expires:



S. SCHULTZ Notary Public, State of Nevada Appointment No. 12-8585-2 My Appt. Expires Sep 17, 2016

EXHIBIT 1 TO PARTIAL RELEASE

The Released Properties

County	Town	Rnge	Sec	Sub Acre		Lease Type	Lease #
CHURCHILL	23N	27E	29	NE/4 NE/4, S/2	329.52	Minerals	182090
	•			NE/4, SE/4 NW/4,			\ \
				S/2 EXCEPT A			-1
				PARCEL OF LAND			\
				CONVEYED TO			
				MOLTAN			
				COMPANY BY	1		
				DEED RECORDED		\	
				1-23-1986, AS	\ \	\	
				DOCUMENT NO.			
				217829,			
				CHURCHILL		/	
				COUNTY			
CHURCHILL	24N	28E	33	RECORDS ALL	640.00	Minerals	182090
CHURCHILL	23N	29E	5	ALL, EXCEPT	586.53	Minerals	182090
CHOKCIALL	2311	271		32.32 ACRES IN	300.53	Willicials	102090
	/			R/W AND EXCEPT	1	Manage	
	/ /			20.708 ACRES		"The state of the	
	/ /			CONVEYED TO	1		
				STATE OF	,		
				NEVADA			
CHURCHILL	23N	29E	19	ALL, EXCEPT 1.20	605.94	Minerals	182090
OHEROI.	\ \[\]	\	••	ACRES IN R/W	003.71		102070
	\	1		AND EXCEPT			
	1	1		24.06 ACRES			
	1	· ·	Name of the local division in the last of	CONVEYED TO			
		The same of	-	STATE OF			
		7000		NEVADA			
ELKO	33N	52E	3	ALL	635.20	Minerals	182095
ELKO	33N	52E	11	ALL	640.00	Minerals	182095
ELKO	36N	62E	35	NW/4, S/2	480.00	Minerals	182095
EUREKA	32N	48E	1	W/2 NE/4, W/2	375.78	Minerals	189005
1		/	/"	EXCEPT 25.89	, , , , , ,		202000
		/ /	ľ	ACRES IN R/W			
HUMBOLDT	35N	34E	1	Lots 1-4, S/2N/2, S/2	554.23	Minerals	182175
			•	EXCEPT PTN	55 1125	212111014110	1021/5
1				(19.34 ACRES) IN			
				RR R/W			
HUMBOLDT	35N	34E	11	ALL	696.97	Minerals	182175
			L				1021/5

County	Town	Rnge	Sec	Sub	Acres	Lease Type	Lease #
HUMBOLDT	35N	34E	13	ALL	651.73	Minerals	182175
HUMBOLDT	36N	34E	33	S2	315.67	Minerals	182088
HUMBOLDT	35N	36E	17	PTN SOUTH OF UPRR R/W	238.72	Minerals	182094
HUMBOLDT	36N	37E	23	S/2 S/2	160.00	Minerals	182088
HUMBOLDT	36N	37E	27	All except Lots 1, 5 & 6 – Map of Division into Large Parcels, Doc #1997- 8629, Recorded 9- 25-97	498.01	Minerals	182088
HUMBOLDT	35N	40E	3			Minerals	182094
HUMBOLDT	38N	40E	5	LOTS 3, 4, S/2 NW/4	159.74	Minerals	182094
HUMBOLDT	39N	40E	3	S/2	320.00	Minerals	182094
HUMBOLDT	39N	40E	17	ALL	640.00	Minerals	182094
HUMBOLDT	35N	42E	1	ALL, EXCEPT THAT PTN LYING WITHIN THE BOUNDARIES OF THE WP RR R/W, (15.29 ACRES)	626.01	Minerals	182094
HUMBOLDT	33N	43E	1	ALL EXCEPT 43.8 ACRES LYING WITHIN THE BOUNDARY OF THE SP RR R/W	597.00	Minerals	182094
HUMBOLDT	33N	43E	3	ALL	644.80	Minerals	182094
HUMBOLDT	34N	43E	7			Minerals	182094
HUMBOLDT	34N	43E	9	NW/4 SW/4, S/2 SW/4	120.00	Minerals	182094
HUMBOLDT	34N	43E	17	ALL, EXCEPT THAT PTN LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, (59.40 ACRES)	580.60	Minerals	182094

County	Town	Rnge	Sec	Sub	Acres	Lease Type	Lease #
HUMBOLDT	34N	43E	21	ALL, EXCEPT	584.45	Minerals	182094
				THAT PTN LYING		1.1111-11110	77
ii.	1			WITHIN THE	·		
				BOUNDARIES OF	•		\ \
				THE SP RR R/W,			\ \
				(55.55 ACRES)			\ \
HUMBOLDT	34N	43E	27	ALL OF THAT	446.55	Minerals	182094
				PORTION LYING			,
	:			NORTHEASTERLY			\ \
				OF THE RR R/W			-1
HUMBOLDT	34N	43E	35	ALL EXCEPT 46.1	593.90	Minerals	182094
				ACRES LYING			
				WITHIN THE	The state of the s		
				BOUNDARY OF		\	1
				THE SP RR R/W		\	ļ
HUMBOLDT	35N	43E	7	ALL, EXCEPT	591.58	Minerals	182094
				THAT PTN LYING			
				WITHIN THE	/		
				BOUNDARIES OF	/	/	
1				THE WP RR R/W,		/	
				(21.60 ACRES)	/ /		
HUMBOLDT	35N	43E	35	ALL	640.00	Mining	189053
HUMBOLDT	36N	43E	_33	ALL	640.00	Minerals	182094
HUMBOLDT	33N	44E	7	ALL EXCEPT 41.41	585.33	Mining	189139
	/ /			ACRES LYING		1	
	/ /			WITHIN THE	1		
				BOUNDARY OF		\vee	
	1 1			THE SP RR R/W			
HUMBOLDT	33N	44E	21	W/2 NE/4, NW/4,	480.87	Mining	189139
	\	\		S/2 EXCEPT THAT			
	/	1		PORTION OF			
	1			SECTION LYING			
	,	V	Name of Street,	WITHIN THE			
		The State of the S	750	BOUNDARIES OF			
		7		THE SP RR R/W	·		
HUMBOLDT	33N	44E	29	ALL	640.00	Minerals	182094
HUMBOLDT	33N	44E	33	THAT PORTION	560.00	Minerals	182094
			N	OF THE SECTION			
\		/)	LYING WITHIN			
\		/	/	THE			
		/	/	BOUNDARIES OF			
		/ /	<i>y</i>	HUMBOLDT			
				COUNTY			

County	Town	Rnge	Sec	Sub	Acres	Lease Type	Lease #
HUMBOLDT	34N	44E	7	ALL EXCEPT	616.75	Mining	189139
	-			THAT PORTION			
				LYING WITHIN			
	·			THE			\ \
				BOUNDARIES OF THE WP RR R/W			\ \
HUMBOLDT	34N	44E	17	ALL EXCEPT 16.94	623.06	Mining	189139
1101112 02251	5111	, ,	•	ACRES LYING	020.00	***************************************	103133
				WITHIN THE			\ \
				BOUNDARY OF			1
				THE WP RR R/W			
HUMBOLDT	34N	44E	21	All that portion of	526.06	Mining	189139
}				section within	-		
Ì				Humboldt County		1	
LANDER	20) (4217	2	NE of RR R/W	(27.70	N 60 1-	182002
	29N	43E	3	ALL	637.72	Minerals	182093
LANDER	29N	43E	5	Lots 1 to 4, S/2N/2, SE/4	481.00	Minerals	182093
LANDER	29N	43E	9	ALL	640.00	Minerals	182093
LANDER	29N	43E	15	ALL 640.00		Minerals	182093
LANDER	30N	43E	27	ALL 640.00		Minerals	182093
LANDER	30N	43E	29	Lots 1 and 2, S/2NE/4, S/2	480.78	Minerals	182093
LANDER	30N	43E	31	Lots 1 to 4, 9 to 14, E/2SW/4	485.11	Minerals	182093
LANDER	30N	43E	33	ALL	640.00	Minerals	182093
LANDER	31N	44E	11	NE/4, S/2	481.33	Minerals	182093
LANDER	31N	44E	12	ALL	627.06	Minerals	182093
LANDER	31N	44E	13	ALL	640.00	Mining	189144
LANDER	31N	44E	15	NE/4, S/2	480.00	Minerals	182093
LANDER	31N	44E	21	NE/4, S/2	480.00	Minerals	182093
LANDER	31N	44E	22	ALL	640.00	Mining	189144
LANDER	31N	44E	23	ALL	640.00	Mining	189144
LANDER	32N	44E	3	ALL	639.52	Minerals	182093
LANDER	32N	44E	11	Lot 1 (N2,SE)	484.83	Minerals	182093
LANDER	32N	44E	36	SE/4	148.03	Minerals	182093
LANDER	33N	44E	/1	ALL, EXCEPT	619.78	Minerals	189005
		/ /	/	THAT PORTION	,		
				LYING WITHIN			
				THE			
-				BOUNDARIES OF THE WP RR R/W,			
		<u> </u>		(21.56 ACRES)			
		1		(21.001101100)		L	1

0228963 Book:576 12/15/2014 Page: 11 of 17

County	Town	Rnge	Sec	Sub Acres		Lease Type	Lease #
LANDER	33N	44E	3	NE/4, E/2 NW/4,	361.37	Minerals	189005
				N/2 SE/4, SE/4 SE/4			$\langle \ \rangle$
LANDER	33N	44E	11	ALL	640.00	Minerals	189005
LANDER	33N	44E	13	ALL	640.00	Minerals	189005
LANDER	33N	44E	27	ALL EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF	601.25	Mining	189144
			:	THE SP RR R/W			\ \
LANDER	33N	44E	33	THAT PORTION OF THE SECTION LYING WITHIN THE	80.00	Minerals	182093
				BOUNDARIES OF LANDER COUNTY)		
LANDER	33N	44E	35	ALL EXCEPT THAT PORTION LYING WITHIN THE	604.46	Mining	189144
				BOUNDARIES OF THE SP RR R/W			
LANDER	34N	44E	1	ALL	642.78	Minerals	189005
LANDER	34N	44E	3	ALL	645.14	Minerals	189005
LANDER	34N	44E	11	ALL	640.00	Minerals	189005
LANDER	34N	44E	15	ALL	640.00	Minerals	189005
LANDER	34N	44E	21	ALL THAT PORTION OF SECTION LYING WITHIN THE BOUNDARIES OF LANDER COUNTY	80.00	Mining	189144
LANDER	34N	44E	27	ALL, EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE WP RR R/W, (13.57 ACRES)	626.43	Minerals	189005

LANDER	County	Town	Rnge	Sec	Sub	Acres	Lease Type	Lease #
LANDER 35N 44E 1 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 35N 45E 5 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 640.00 Minerals 189005 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 THE SP RR R/W, Minerals 189005 THE SP RR R/W, Minerals 189005	LANDER	34N	44E	35		620.52		189005
THE BOUNDARIES OF THE WP RR R/W, (19.48 ACRES) LANDER 35N 44E 1 ALL 642.62 Minerals 189005					-	•		
BOUNDARIES OF THE WP RR RW, (19.48 ACRES) LANDER 35N 44E 1 ALL 642.62 Minerals 189005								\ \
LANDER 35N 44E 1 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 11 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 35N 45E 27 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 640.00 Minerals 189005 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Minerals 189005 LANDER 33N 45E 19 ALL 640.00 Minerals 189005 LANDER 35N 45E 19 ALL 640.00 Minerals 189005 THE SP RR R/W,		,						\ \
LANDER 35N 44E 1 ALL 642.62 Minerals 189005 LANDER 35N 44E 3 ALL 644.98 Minerals 189005 LANDER 35N 44E 11 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N<								\ \
LANDER 35N 44E 11 ALL 640.00 Minerals 189005 LANDER 35N 44E 11 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 35N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,								1
LANDER 35N 44E 11 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189005 LANDER 35N	LANDER	35N	44E	1	ALL	642.62	Minerals	189005
LANDER 35N 44E 11 ALL 640.00 Minerals 189005 LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189005 LANDER 35N								1
LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Minerals 189005 LANDER 35N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 LANDER	LANDER	35N	44E	3	ALL	644.98	Minerals	189005
LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Minerals 189005 LANDER 35N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 LANDER		i						
LANDER 35N 44E 13 ALL 640.00 Minerals 189005 LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Minerals 189005 LANDER 35N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 LANDER	LANDER	35N	44E	11	ALI.	640.00	Minerals	189005
LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER <		3311	112	•		010100		10,000
LANDER 35N 44E 15 ALL 640.00 Minerals 189005 LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER <		4 - 1 - 1		1.0	/ /	610.00		45555
LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005	LANDER	35N	44E	13	ALL	640.00	Minerals	189005
LANDER 35N 44E 23 ALL 640.00 Minerals 189005 LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005		l				/	/	!
LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005	LANDER	35N	44E	15	ALL	640.00	Minerals	189005
LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005						/ /		
LANDER 35N 44E 25 ALL 640.00 Minerals 189005 LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005	LANDER	35N	44E	23	ALL	640.00	Minerals	189005
LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 0F R R/W LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,						0.10,00	111111111111111111111111111111111111111	10,000
LANDER 35N 44E 27 ALL 640.00 Minerals 189005 LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 0F R R/W LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,	Y ANDED:	(5)	1177	25		640.00		100005
LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,	LANDER	35N	44E	25	ALL	640.00	Minerals	189005
LANDER 35N 44E 35 ALL 640.00 Minerals 189005 LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,					\ \	1		
LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 OF RR R/W OF RR R/W 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,	LANDER	35N	44E	27	ALL	640.00	Minerals	189005
LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 OF RR R/W OF RR R/W 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,		\ \	L		\ \			
LANDER 31N 45E 5 ALL 664.38 Mining 189144 LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH 147.80 Minerals 189005 OF RR R/W OF RR R/W 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,	LANDER	35N	44E	35	ALL	640.00	Minerals	189005
LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005			1					10,000
LANDER 31N 45E 7 ALL 635.30 Mining 189144 LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005	TANDED	2111	ACE			664.20	3.77	100144
LANDER 31N 45E 8 ALL 640.00 Mining 189144 LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005	V		76					
LANDER 33N 45E 27 NW4, SE4 SOUTH OF RR R/W 147.80 Minerals Minerals 189005 LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005			-	Transaction of the last of the				
OF RR R/W	1	ļ		<u> </u>				ļ <u> </u>
LANDER 35N 45E 19 ALL 618.58 Minerals 189005 LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, Minerals 189005	LANDER	33N	45E	27	•	147.80	Minerals	189005
LANDER 32N 47E 1 S/2 EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W, 189005	LANDER	35N	45E	19		618.58	Minerals	189005
PORTION LYING WITHIN THE BOUNDARIES OF THE SP RR R/W,	<u> </u>			-				
BOUNDARIES OF THE SP RR R/W,			/ /	/	PORTION LYING			
THE SP RR R/W,					1			
]	1			
1			Pr.		(7.17 ACRES)			
LANDER 32N 47E 11 ALL 691.28 Minerals 189005	LANDER	32N	47E	11		691.28	Minerals	189005

County	Town	Rnge	Sec	Sub	Acres	Lease Type	Lease #
PERSHING	25N	29E	13	ALL, LYING WEST	478.09	Mining	189163
				OF I-80 R/W			
PERSHING	26N	30E	33	LOT 1, N/2, N/2S/2,	469.75	Mining	189163
				EXCEPT 56.20		,	\ \
				ACRES IN R/W			
PERSHING	32N	31E	1	Lots 1, 2, 9-12,	289.46	Mining	201248
				17&18			\ \
PERSHING	32N	31E	1	Lots 3-8, S/2NW/4	312.48	Minerals	182054
PERSHING	30N	32E	3	S/2S/2,	450.07	Minerals	182054
		l		NW/4SW/4,			
	,	ł		W/2NE/4SW/4,			
			ļ	W/2NW/4,	1		
				NE/4NW/4,		1	Ĭ
				W/2SE/4NW/4,		\	
				NE/4SE/4NW/4,	\	\	
		ļ		NE/4NE/4,)		
				N/2SE/4NE/4,			
				N/2SW/4NE/4			
PERSHING	32N	33E	29	S/2NE/4SE/4,	110.00	Minerals	182092
		-		S/2SE/4,			·
				SE/4NW/4SE/4	<u> </u>		
WASHOE	21N	23E	23	NE/4, N/2NW/4,	600.00	Minerals	182054
				SE/4NW/4, S/2		1	<u> </u>

EXHIBIT 2 TO PARTIAL RELEASE

The Subleases and Subleased Properties

1. Minerals Sublease between Newmont USA Limited and Global Exploration Services Ltd., dated October 22, 2012, a memorandum of which was recorded in the records of Churchill County on December 19, 2012 at Document # 431296, covering the following Subleased Properties:

Section 17, Township 23 North, Range 29 East, M.D.M in Churchill County, Nevada. APN 004-431-19

2. Minerals Sublease between Newmont USA Limited d/b/a in Nevada as Newmont Mining Corporation and Zephyr Minerals, Inc., dated July 6, 2007, a memorandum of which was recorded on the records of Pershing County, Nevada on July 10, 2007 at Book 425, Page 323 covering the following Subleased Properties:

Section 31, Township 26 North, Range 34 East, M.D.M in Pershing County, Nevada. APN 015-080-42



EXHIBIT 3

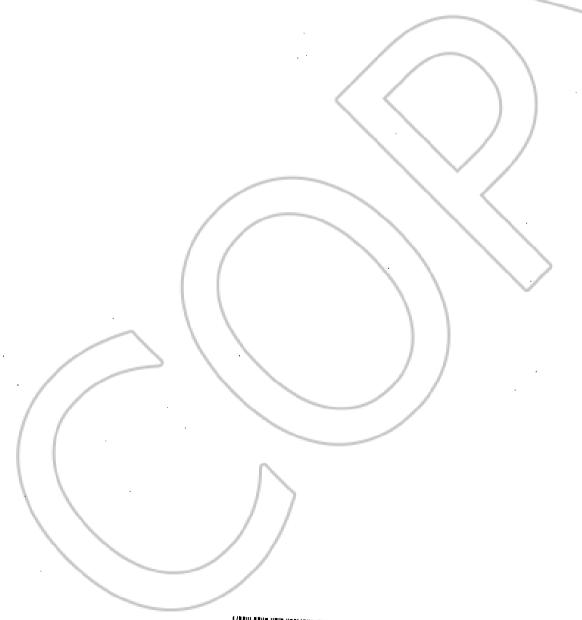
TO

PARTIAL RELEASE

Notices of Release

County	Execution	Record	Doc#	Acres
	Date	Date		
Churchill	12/21/1995	12/29/1995	294803	46,838.22
Churchill	1/5/1999	3/3/1999	320274	7,019.08
Churchill	12/15/2003	3/15/2004	359645	17,669.98
Elko	12/21/1995	12/28/1995	379074	656.38
Elko	12/21/1995	12/28/1995	379075 .	13,780.49
Elko	12/21/1995	12/28/1995	379076	100,490.45
Elko	1/5/1999	3/1/1999	441702	2,044.66
Elko	12/15/2003	3/12/2004	515316	12,909.65
Eureka	6/5/2002	6/26/2002	178232	80.00
Humboldt	12/21/1995	12/28/1995	1995-361460	34,210.91
Humboldt	12/21/1995	12/28/1995	1995-361461	656.38
Humboldt	12/21/1995	12/28/1995	1995-361462	2,460.40
Humboldt	2/13/1997	2/28/1997	1997-3145	63.55
Humboldt	1/5/1999	3/3/1999	1999-1345	12,357.26
Humboldt	3/5/1999	4/29/1999	1999-2907	43.32
Humboldt	3/25/1999	4/1/1999	1999-1955	227.75
Humboldt	11/13/2000	1/24/2001	2001-259	80.00
Humboldt	6/5/2002	8/20/2002	2002-3974	2.83
Humboldt	12/15/2003	3/24/2004	2004-1380	640.00
Humboldt	3/2/2009	3/5/2009	2009-679	5,882.59
Lander	12/21/1995	12/28/1995	196044	668.08
Lander	1/5/1999	2/25/1999	211281	15,961.42
Lander	4/4/2001	9/13/2001	220170	2,560.00
Lander	6/5/2002	8/14/2002	223317	66.96
Lander	12/15/2003	3/23/2004	231014	28,935.92
Pershing	12/21/1995	12/28/1995	204049	1,455.41
Pershing	12/21/1995	12/28/1995	204050	154,629.69
Pershing	7/20/1998	8/21/1998	219318	1,246.36
Pershing	1/5/1999	3/1/1999	222036	64,484.34
Pershing	6/5/2002	8/27/2002	234637	120.00
Pershing	12/15/2003	3/19/2004	239472	37,441.61
Pershing	11/2/2006	11/15/2006	351283	1,274.31
Pershing	6/9/2008	6/26/2008	360814	480.00
Pershing	3/2/2009	3/5/2009	363168	5,730.71
Washoe	12/21/1995	12/28/1995	1953726	10,264.13

Washoe	12/21/1995	12/28/1995	1953727	4,350.57
Washoe	1/5/1999	2/26/1999	2311182	640.00
Washoe	12/27/2000	12/28/2000	2511426	5,188.26
Washoe	12/15/2003	4/22/2004	3026707	44.73
Washoe	12/5/2005	1/30/2006	3342294	640.00
Washoe	3/2/2009	3/6/2009	3736607	89.63
			TOTAL	594,386.03



0228963 Book:576 12/15/2014 Page: 17 of 17