

Execution Version


APN(s): N/A
Royalty only

Recording Requested By:

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Davis Graham & Stubbs LLP
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Affirmation Statement:

The undersigned hereby affirms that this document does not contain the personal information of any person or persons. (Per NRS 239B.030)

**FIRST AMENDMENT TO
FOURTH AMENDED AND RESTATED
MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT,
PLEDGE AND FINANCING STATEMENT
(LEEVILLE PROJECT)**

This First Amendment to Fourth Amended and Restated Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Statement (Leeville Project) (the "**Amendment**"), effective as of April 29, 2015 (the "**Effective Date**"), is made and entered into by **High Desert Mineral Resources, Inc.**, a Delaware corporation whose address is 1660 Wynkoop Street, Suite 1000, Denver, Colorado 80202-1132 ("**Trustor**"), and **HSBC Bank USA, National Association**, a national banking association organized under the laws of the United States whose address is 452 Fifth Avenue, New York, New York 10018, as Administrative Agent (in such capacity, the "**Beneficiary**"). Trustor and Beneficiary are each, individually, a "**Party**," and are, collectively, the "**Parties**."

Recitals

(A) Trustor, the predecessor of Stewart Title of Nevada Holdings, Inc., as trustee, and Beneficiary entered into that certain Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Statement (Leeville Project), which was recorded in the official records of Eureka County, Nevada, on January 10, 2007, at Book 450, Page 1, Document 0207455 (the "**Original Mortgage**"), and which has been amended as follows:

(1) amended effective October 30, 2008, by that certain Amended and Restated Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Statement (Leeville Project), which was recorded in the official records of Eureka County, Nevada, on November 7, 2008, at Book 482, Pages 321-353, Document 0212718 (the "***First Amended and Restated Mortgage***");

(2) amended effective February 1, 2011, by that certain Second Amended and Restated Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Statement (Leeville Project), which was recorded in the official records of Eureka County, Nevada, on February 4, 2011, at Book 512, Pages 108-141, Document No. 0216749 (the "***Second Amended and Restated Mortgage***");

(3) amended effective May 30, 2012, by that certain Third Amended and Restated Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Statement (Leeville Project), which was recorded in the official records of Eureka County, Nevada, on June 4, 2012, at Book 532, Pages 165-200, Document No. 220483 (the "***Third Amended and Restated Mortgage***") and

(4) amended effective January 29, 2014, by that certain Fourth Amended and Restated Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Statement (Leeville Project), which was recorded in the official records of Eureka County, Nevada, on February 3, 2014, at Book 562, Pages 368-402, Document No. 0226926 (the "***Fourth Amended and Restated Mortgage***," and, together with the Original Mortgage, First Amended and Restated Mortgage, Second Amended and Restated Mortgage, and Third Amended and Restated Mortgage, the "***Existing Deed of Trust***"). Capitalized terms used but not defined in this Amendment have the meaning given those terms in the Existing Deed of Trust. Should such capitalized terms not be defined in the Existing Deed of Trust, then such capitalized terms will have the meaning given those terms under the Credit Agreement.

(B) The Trustor granted a Lien (including a lien and security interest) in the Collateral described in the Existing Deed of Trust under the Existing Deed of Trust to secure payment and performance of the Secured Obligations. The Collateral includes those properties described on Exhibit A attached hereto and made a part hereof.

(C) Trustor has requested, and Beneficiary has agreed, to (1) increase the Committed Amount available under the Credit Agreement to a maximum amount of Six Hundred Fifty Million Dollars (\$650,000,000), and (2) otherwise amend, ratify, and confirm the Existing Deed of Trust, all as set forth in, and subject to the terms and conditions contained in, that certain Amendment No. 1 to Fourth Amended and Restated Revolving Credit Agreement dated as of the Effective Date.

Agreement

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:



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1. Recitals. Trustor represents and warrants that each of the Recitals set forth above is true and correct. The Parties acknowledge that the Recitals are a material part of this Amendment.

2. Effect of Amendment. Subject to the terms and conditions of this Amendment, the Existing Deed of Trust is hereby amended to the extent necessary to give effect to the provisions of this Amendment and to incorporate the provisions of this Amendment into the Existing Deed of Trust. The Existing Deed of Trust, together with this Amendment, are to be read together and have effect so far as practicable as though the provisions of the Existing Deed of Trust and the relevant provisions of this Amendment are contained in one document.

3. Amendments to Existing Deed of Trust. The Existing Deed of Trust is hereby amended as follows:

(a) Recital C. The first sentence of Recital C to the Existing Deed of Trust is amended by deleting the phrase "**Six Hundred Million Dollars (\$600,000,000)**" and inserting, in its place, "**Six Hundred Fifty Million Dollars (\$650,000,000).**"

(b) Recital F. Recital F to the Existing Deed of Trust is amended by deleting the phrase "**NINE HUNDRED MILLION DOLLARS (\$900,000,000)**" and inserting, in its place, "**ONE BILLION DOLLARS (\$1,000,000,000).**"

(c) Section 1.1; Secured Obligations. Clause (i) in the definition of "Secured Obligations" contained in Section 1.1 of the Existing Deed of Trust is amended by deleting the phrase "**Six Hundred Million Dollars (\$600,000,000)**" and inserting, in its place, "**Six Hundred Fifty Million Dollars (\$650,000,000).**"

(d) Section 2.7. The last sentence of Section 2.7 to the Existing Deed of Trust is amended by deleting the phrase "**NINE HUNDRED MILLION AND NO/100 DOLLARS (\$900,000,000)**" and inserting, in its place, "**ONE BILLION AND NO/100 DOLLARS (\$1,000,000,000).**"

4. Ratification, Approval, and Confirmation. Trustor hereby ratifies, approves, and confirms the Existing Deed of Trust and acknowledges and confirms that the Existing Deed of Trust remains in full force and effect continually from and as of the Effective Date. All Liens (including any liens and security interests) created, extended, or renewed by the Existing Deed of Trust are hereby confirmed, ratified, and extended by this Amendment.

5. No Discharge. This Amendment amends, restates, and continues the Existing Deed of Trust. Nothing contained in this Amendment shall be deemed or construed to (a) be a repayment, satisfaction, discharge, or novation of the Secured Obligations or (b) release, waive, terminate, reconvey, discharge, novate, or in any way limit or impair any lien, security interest, encumbrance, or other Lien granted or given under the Existing Deed of Trust or otherwise to secure the Secured Obligations.



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6. Miscellaneous.

(a) Governing Law. This Amendment shall be governed by the laws of Nevada.

(b) References to Existing Deed of Trust. All references to the Existing Deed of Trust in this Amendment or elsewhere are deemed to refer to the Existing Deed of Trust as amended, confirmed, and ratified by this Amendment.

(c) Further Assurances. As and when requested to do so by Beneficiary from time-to-time, Trustor shall promptly deliver to Beneficiary all filings, confirmations, ratifications, amendments, and other documents and certificates reasonably requested by Beneficiary for the purpose of confirming, maintaining, continuing, protecting, or perfecting the Existing Deed of Trust, the Liens (including the liens and security interests) granted in the Existing Deed of Trust, and the rights and remedies of the Beneficiary under the Existing Deed of Trust.

(d) No Waiver. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver, or be deemed to operate as a waiver, of any rights, powers or remedies of Beneficiary or Trustee under the Existing Deed of Trust or constitute a waiver of any provision of the Existing Deed of Trust, nor shall this Amendment operate as or constitute consent to, or waiver of, any prior or existing default, event of default (including any Event of Default), or breach of any provision of any instrument, or otherwise limit, diminish, prejudice, or waive any right or remedy that Trustee or Beneficiary may have with respect hereto and thereto.

(e) Reservation of Rights. The Beneficiary hereby reserves all of its rights, powers, and remedies under the Existing Deed of Trust, the Credit Agreement, and all other instruments executed in conjunction with the Credit Agreement.

(f) Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(g) Successors and Assigns. This Amendment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

(h) Counterparts. This Amendment may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that to facilitate recordation, in particular counterparts hereof, portions of Exhibit A to this Amendment that describe properties situated in counties other the county in which the counterpart is to be recorded have been omitted.

[Remainder of page left intentionally blank.]



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Trustor has duly and validly executed and delivered this Amendment as of the date of the Trustor's acknowledgement to be effective for all purposes as of the Effective Date.

TRUSTOR

HIGH DESERT MINERAL RESOURCES,
INC.

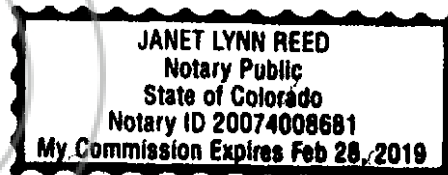
By: Bruce C. Kirchhoff
Name: Bruce C. Kirchhoff
Title: Vice President and Secretary

STATE OF COLORADO }
CITY AND }
COUNTY OF DENVER }

This instrument was acknowledged before me this 24th day of April, 2015, by Bruce C. Kirchhoff, as Vice President - Secretary of High Desert Mineral Resources, Inc., a Delaware corporation, on behalf of the corporation.

Janet Lynn Reed
Notary Public

My commission expires: February 28, 2019



*Trustor's Signature Page to
First Amendment to Fourth Amended and Restated Mortgage, Deed of Trust, Security Agreement, Pledge and
Financing Statement (Leeville Project)*



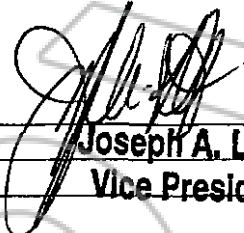
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Beneficiary has duly and validly executed and delivered this Amendment as of the date of the Beneficiary's acknowledgement to be effective for all purposes as of the Effective Date.

BENEFICIARY

HSBC BANK USA, NATIONAL
ASSOCIATION,
as Administrative Agent

By: 
Name: Joseph A. Lloret
Title: Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

This instrument was acknowledged before me this 27 day of April, 2015, by Joseph A. Lloret, as Vice President of HSBC Bank USA, National Association, a national banking association organized under the laws of the United States, and as Administrative Agent, on behalf of the national banking association.


Notary Public

My commission expires: _____

JANE YANG
No. 01YA6283112
Notary Public, State of New York
Qualified in New York County
My Commission Expires 05/28/2017

*Beneficiary's Signature Page to
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Financing Statement (Leeville Project)*



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EXHIBIT A

TO FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, PLEDGE AND FINANCING STATEMENT (LEEVILLE PROJECT)

Part I. Royalty Interests includes and means those royalty interests owned by High Desert Mineral Resources, Inc. and created by the following instruments (the "Royalty Agreements") which create, define or otherwise pertain to the Royalty Interests, as of the effective date of the Fourth Amended and Restated Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Agreement (Leeville Project):

(a) With respect to the Leeville Royalty:

- (i) The Leeville Royalty was created by the Carried Interest and Operating Agreement, dated effective as of May 3, 1999 ("Leeville Agreement"), between Newmont Gold Company and High Desert, granting a 2% carried working interest, equal to a 2% Net Smelter Returns royalty, and recorded in the records of Eureka County, Nevada in Book 327 at Pages 217-249.
- (ii) By Royalty Assignment and Agreement, dated effective December 26, 2002, High Desert assigned to High Desert Gold Corporation 10% of the 2% royalty under the Leeville Agreement, resulting in High Desert retaining a 1.8% Net Smelter Returns royalty in a majority of Newmont's Leeville Project.

(b) With respect to the SJ Claims Royalty:

- (i) The SJ claims royalty was created by the Royalty Assignment, Confirmation, Amendment, and Restatement of Royalty, and Agreement, dated effective as of November 30, 1995 ("Royalty Assignment"), between Barrick Bullfrog, Barrick Goldstrike Mines Inc., and Royal Hal Co. ("RHC") and recorded in the records of Eureka County, Nevada in Book 291 at pages 001-115. The Royalty Assignment granted to RHC a 1% Net Smelter Returns royalty. RHC was merged into High Desert on September 16, 1997.
- (ii) By Royalty Assignment and Agreement, dated effective December 26, 2002, High Desert assigned to High Desert Gold Corporation 10% of the 1% royalty under the Royalty Assignment, resulting in High Desert retaining a 0.9% Net Smelter Returns royalty in the SJ Claims.

Part II. The lands, millsites and unpatented mining claims subject to the Royalty Interests include all of the fee lands, millsites and unpatented mining claims described in this Part II and any estates, minerals, royalty interests and all other interests hereafter acquired by High Desert in the lands, minerals, royalty interests and unpatented mining claims, or within the geographic boundaries of the same, by operation of law or otherwise, together with all of the interests of High Desert of any nature whatsoever now or hereafter incident or appurtenant to such lands,



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millsites and unpatented mining claims, including, but not limited to: (a) fee mineral and surface interests; (b) all unsevered and unextracted minerals, mineral proceeds or mineral products in, under or attributable to the interests of High Desert; and (c) all easements, rights of way, surface leases and other privileges and rights affecting or related to the foregoing interests of High Desert or appropriate or useful in the exploration, development, handling, marketing, processing, production, storage, transportation or treatment of minerals, mineral proceeds or mineral products from any of the foregoing lands, millsites, unpatented mining claims or other interests.

(a) Leeville Royalty Properties: As described on Attachments A and B hereto, consisting of 10 pages

(b) SJ Claims Royalty Properties: As described on Appendix B hereto, consisting of 1 page.



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ATTACHMENT "A"

Property

1. Patented Mining Claims. Those certain patented lode mining claims, situated in Township 35 North, Range 50 East, MDM, Eureka County, Nevada further described as

Claim	US Patent No.	US Survey No.
Big Six No. 3	783757	4332
Holt	881735	4422
July	935874	4528
Great Divide	945439	4393
Bald Eagle	946758	4527

Eureka County Assessor Information: Parcel No. 410-000-71;
Roll No. 03178; District 4.0.

2. Unpatented Mining Claims.

- (a) The following described unpatented lode mining claims situated in Township 35 North, Ranges 50 and 51 East, MDM, Eureka County, Nevada:

Claim Name	Book	Page	Book	Page	BLM Serial No.
BIG JIM	O	45			NMC 11196
BIG JIM NO. 1	O	46			NMC 11197
BIG JIM NO. 2	O	47			NMC 11198
BIG JIM NO. 3	O	48			NMC 11199
BIG JIM NO. 4	O	49			NMC 11200
BIG JIM NO. 5	O	50			NMC 11201
BIG JIM NO. 6	O	51			NMC 11202
BIG JIM NO. 7	O	52			NMC 11203
BIG JIM NO. 8	O	53			NMC 11204
BIG JIM NO. 9	O	54			NMC 11205
BIG JIM NO. 10	O	55			NMC 11206
BIG JIM NO. 11	O	56			NMC 11207
BIG JIM NO. 12	O	57			NMC 11208
BIG JIM NO. 13	O	58			NMC 11209
BIG JIM NO. 14	O	59			NMC 11210
BIG JIM NO. 15	O	60			NMC 11211
BIG JIM NO. 16	O	61			NMC 11212
BIG JIM NO. 17	O	62			NMC 11213
BIG JIM NO. 18	O	63			NMC 11214
BIG JIM NO. 19	O	64			NMC 11215
BIG JIM NO. 20	O	65			NMC 11216
BIG JIM NO. 21	O	66			NMC 11217



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<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Book</u>	<u>Page</u>	<u>BLM Serial No.</u>
BIG JIM NO. 22	O	67			NMC 11218
BIG JIM NO. 23	O	68			NMC 11219
BIG JIM NO. 24R	428	368			NMC 913581
BIG JIM NO. 25R	428	369			NMC 913582
BIG JIM NO. 26R	428	370			NMC 913583
BIG JIM NO. 27R	428	371			NMC 913584
BIG JIM NO. 28R	428	372			NMC 913585
BIG JIM NO. 29R	428	373			NMC 913586
BIG JIM #30	71	111	428	374	NMC 72757
BIG JIM 31R	442	62			NMC 933664
BM 1R	442	80			NMC 933682
BM #6	147	79			NMC 372458
BM #7	147	80			NMC 372459
BM 9	200	175			NMC 565082
BM 10	200	176			NMC 565083
BM 11	200	177			NMC 565084
BM 12	200	178			NMC 565085
BM 13	200	179			NMC 565086
BM 14	200	180			NMC 565087
BM 15	200	181			NMC 565088
BM 16	200	182			NMC 565089
BM 17	200	183			NMC 565090
BM 18	200	184			NMC 565091
BM 19	200	185			NMC 565092
CRACKER JACK	O	23			NMC 11174
CRACKER JACK NO. 1	O	24			NMC 11175
CRACKER JACK NO. 2	O	25			NMC 11176
CRACKER JACK NO. 3	O	26			NMC 11177
CRACKER JACK NO. 4	O	27			NMC 11178
CRACKER JACK NO. 5R	428	367			NMC 913580
DON	73	368			NMC 92824
GDE-110	184	540			NMC 529076
GDE-111	184	541			NMC 529077
GDE-112	184	542			NMC 529078
GDE-113	184	543			NMC 529079
GDE 114R	442	81			NMC 933683
GDX 105	184	340			NMC 520254
GDX 106	184	341			NMC 520255
GDX 107	184	342			NMC 520256
GDX 108	184	343			NMC 520257
HD 1R	442	64			NMC 933666
HD 2R	442	65			NMC 933667
HD 3R	442	66			NMC 933668
HD 4R	442	67			NMC 933669
HD 5R	442	68			NMC 933670
HD 6R	442	69			NMC 933671
HD 7R	442	70			NMC 933672
HD 8R	442	71			NMC 933673



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<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Book</u>	<u>Page</u>	<u>BLM Serial No.</u>
HD 9R	442	72			NMC 933674
HD 11R	442	73			NMC 933675
HD 12R	442	74			NMC 933676
HD 13R	442	75			NMC 933677
HD 14R	442	76			NMC 933678
HD 15R	442	77			NMC 933679
HD 16R	442	78			NMC 933680
HD 17R	442	79			NMC 933681
HD 19	229	550			NMC 638621
HD 20	229	551			NMC 638622
HD 21	229	552			NMC 638623
HD 22	229	553			NMC 638624
HD 26	229	554			NMC 638625
HILL TOP	C	232	10	104	NMC 11231
HILL TOP NO. 1	C	233	10	106	NMC 11232
HILL TOP NO. 2	C	234	10	108	NMC 11233
HILL TOP FRACTION	C	428	10	110	NMC 11234
HILL TOP FRACTION NO. 1	C	429	10	112	NMC 11235
HILL TOP FRACTION NO. 2	9	484			NMC 11228
HILL TOP FRACTION NO. 3	9	486			NMC 11229
HILL TOP FRACTION 4R	442	63			NMC 933665
JOE	73	367			NMC 92823
LDX #1	124	386			NMC 312914
PAL	192	47			NMC 532013
POLAR #2	54	386			NMC 11155
POLAR #3	54	387			NMC 11156
POLAR #7	54	391			NMC 11160
POLAR #8	54	392			NMC 11161
POLAR #9	54	393			NMC 11162
POLAR #10	54	394			NMC 11163
POLAR #11	54	395			NMC 11164
POLAR #12	54	396			NMC 11165
Polar 14R	449	2			NMC 942434
POLAR #15	54	399			NMC 11168
POLAR #18	54	402			NMC 11171
RJV	62	318			NMC 13741
VENT 1	247	34			NMC 677567
VENT 2	247	35			NMC 677568
VENT 3	247	36			NMC 677569
VENT 6	249	182			NMC 679411
VENT 7	249	183			NMC 679412
VENT 8	249	184			NMC 679413
VENT 9	249	185			NMC 679414
VENT 15	277	517			NMC 705714
VENT 16	277	518			NMC 705715
VENT 19	286	468			NMC 720365
VENT 21	297	369			NMC 741389
VENT 22	313	449			NMC 778921



<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Book</u>	<u>Page</u>	<u>BLM Serial No.</u>
YELLOW ROSE 9R	442	58			NMC 933660
YELLOW ROSE 10R	442	59			NMC 933661
YELLOW ROSE NO. 11	O	34			NMC 11185
YELLOW ROSE NO. 12	O	35			NMC 11186
YELLOW ROSE NO. 13	O	36			NMC 11187
YELLOW ROSE NO. 14	O	37			NMC 11188
YELLOW ROSE NO. 15	O	38			NMC 11189
YELLOW ROSE NO. 16	O	39			NMC 11190
YELLOW ROSE 17R	442	60			NMC 933662
YELLOW ROSE 18R	442	61			NMC 933663
YELLOW ROSE NO. 19	O	42			NMC 11193
YELLOW ROSE NO. 20	O	43			NMC 11194
YELLOW ROSE NO. 21	O	44			NMC 11195

Insofar and only insofar as the above described claims are within the boundaries of the Area 1 Area of Interest described herein.

- b) The following described unpatented lode mining claims situated in Township 33 North, Ranges 50 East, MDM, and Township 35 North, Ranges 51 East, MDM, Eureka County, Nevada:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>BLM Serial No.</u>
GDX 201	191	166	NMC 529717
GDX 202	191	167	NMC 529718
GDX 203	191	168	NMC 529719
GDX 204	191	169	NMC 529720
GDX 205	191	170	NMC 529721
GDX 206	191	171	NMC 529722
GDX 207	191	172	NMC 529723
GDX 208	191	173	NMC 529724
GDX 209	191	174	NMC 529725
GDX 210	191	175	NMC 529726
GDX 211	191	176	NMC 529727
GDX 212	191	177	NMC 529728
GDX 213	191	178	NMC 529729
GDX 214	191	179	NMC 529730
GDX 215	191	180	NMC 529731
GDX 216	191	181	NMC 529732
GDX 217	191	182	NMC 529733
GDX 218	191	183	NMC 529734
GDX 219	191	184	NMC 529735
GDX 220	191	185	NMC 529736
GDX 221	191	186	NMC 529737
GDX 222	191	187	NMC 529738
GDX 223	191	188	NMC 529739
GDX 224	191	189	NMC 529740
GDX 225	191	190	NMC 529741
GDX 226	191	191	NMC 529742
GDX 227	191	192	NMC 529743



GDX 228	191	193	NMC 529744
GDX 229	191	194	NMC 529745
GDX 230	191	195	NMC 529746
GDX 231	191	196	NMC 529747
GDX 232	191	197	NMC 529748
GDX 233	191	198	NMC 529749
GDX 234	191	199	NMC 529750
GDX 235	191	200	NMC 529751
GDX 236	191	201	NMC 529752
GDX 237	191	202	NMC 529753
GDX 238	191	203	NMC 529754
GDX 239	191	204	NMC 529755
GDX 240	191	205	NMC 529756
GDX 241	191	206	NMC 529757
GDX 242	191	207	NMC 529758
GDX 243	191	208	NMC 529759
GDX 244	191	209	NMC 529760
GDX 245	191	210	NMC 529761
GDX 246	191	211	NMC 529762
GDX-251	191	216	NMC 529767
GDX-252	191	217	NMC 529768
GDX-253	191	218	NMC 529769
GDX-254	191	219	NMC 529770
GDX-255	191	220	NMC 529771
GDX-256	191	221	NMC 529772
GDX-257	191	222	NMC 529773
GDX-258	191	223	NMC 529774
GDX-259	191	224	NMC 529775
GDX-260	191	225	NMC 529776
GDX 261	191	226	NMC 529777
GDX 262	191	227	NMC 529778
GDX 263	191	228	NMC 529779
GDX 264	191	229	NMC 529780
GDX 265	191	230	NMC 529781
GDX 266	191	231	NMC 529782
GDX 267	191	232	NMC 529783
GDX 268	191	233	NMC 529784
GDX 269	191	234	NMC 529785
GDX 270	191	235	NMC 529786
GDX 271	191	236	NMC 529787
GDX 272	191	237	NMC 529788
GDX 273	191	238	NMC 529789
GDX 274	191	239	NMC 529790
GDX 275	191	240	NMC 529791
GDX 276	191	241	NMC 529792
GDX 277	191	242	NMC 529793
GDX 278	191	243	NMC 529794
GDX 279	191	244	NMC 529795
GDX 280	191	245	NMC 529796



GDX 281	191	246	NMC 529797
GDX 282	191	247	NMC 529798
GDX 283	191	248	NMC 529799
GDX 284	191	249	NMC 529800
GDX 285	191	250	NMC 529801
GDX 286	191	251	NMC 529802
GDX 287	191	252	NMC 529803
GDX 288	191	253	NMC 529804
GDX 289	191	254	NMC 529805

3. The Lease. That certain Mining Lease dated September 10, 1990, by and between Drury J. Thiercoff and Frances Mae Thiercoff, lessor, and High Desert Mineral Resources, Inc., lessee, and relating to the following described unpatented lode mining claims situated in Township 35 North, Ranges 50 and 51 East, MDM, Eureka County, Nevada:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>BLM Serial No.</u>
BACK PAY	29	187	NMC 27472
BACK PAY NO. 1	29	188	NMC 27473
DIXIE LEA	29	200	NMC 27470
DIXIE LEA NO. 1	29	201	NMC 27471

4. Description of the Area 1 Area of Interest Boundary.

PARCEL 1:

A parcel of land located in Sections 1, 2, 10, 11 and 12, T 35 N, R 50 E, MDM., and Section 18, T 35 N, R 51 E, MDM., Eureka County, Nevada, more particularly described as follows:

Beginning at the corner no. 1, a point being the Northwest corner of said Section 10, the true point of beginning,

thence N 89° 51' 21" E, 2632.17 feet along the Northerly line of said Section 10 to corner no. 2, a point being the North ¼ corner of said Section 10,

thence N 89° 57' 47" E, 2633.61 feet along the Northerly line of said Section 10 to corner no. 3, a point being the Northeast corner of said Section 10,

thence N 00° 03' 47" E, 1500.44 feet along the Westerly line of said Section 2 to corner no. 4,

thence S 89° 53' 00" E, 2400.00 feet to corner no. 5,

thence S 0° 07' 00" W, 1493.45 feet to corner no. 6, a point on the Northerly line of said Section 11,

thence N 89° 56' 59" E, 252.65 feet along the said Northerly line of Section 11 to corner no. 7, a point being the North ¼ corner of said Section 11,

thence N 89° 56' 44" E, 1242.00 feet along the said Northerly line of Section 11 to corner no. 8,

thence S 0° 00' 00" W, 389.78 feet to corner no. 9,

thence S 89° 51' 38" E, 275.70 feet to corner no. 10, a point on the Northwesterly line of the Bald Eagle Lode Mining Claim, Mineral Survey No. 4527, Patent No. 946758, recorded in the office of the



Eureka County Recorder, Eureka, Nevada, in Book 20, at Page 58 of the Eureka County Deed Records,

thence N 31° 56' 05" E, 1072.41 feet along the said Northwesterly line of the Bald Eagle Lode Mining Claim to corner no. 11, a point being the most Northerly corner of said Bald Eagle Lode Mining Claim,

thence S 38° 25' 55" E, 513.30 feet along the Northeasterly line of the said Bald Eagle Lode Mining Claim to corner no. 12, a point on the Northwesterly line of the unpatented Gold \$ No. 1 Lode Mining Claim, Mineral Survey No. 4478, recorded in the said office of the Eureka County Recorder, Eureka, Nevada, as document No. 146889,

thence S 28° 03' 48" W, 153.45 feet along the Northwesterly line of the said Gold \$ No. 1 Lode Mining Claim to corner no. 13, a point on the Northwesterly line of the patented Great Divide Lode Mining Claim, Mineral Survey No. 4393, Patent No. 945439, recorded in the said office of the Eureka County Recorder, Eureka, Nevada, in Book 20, at Page 57 of Eureka County Deed Records,

thence N 31° 56' 05" E, 163.20 feet along the said Northwesterly line of the Great Divide Lode Mining Claim to corner no. 14, a point being the most Northerly corner of the said Great Divide Lode Mining Claim,

thence S 23° 44' 46" E, 564.49 feet along the Northwesterly line of the said Great Divide Lode Mining Claim to corner no. 15,

thence N 89° 57' 10" E, 555.83 feet to corner no. 16,

thence N 31° 09' 03" E, 133.20 feet to corner no. 17,

thence S 58° 14' 27" E, 179.27 feet to corner no. 18,

thence S 32° 37' 35" W, 346.42 feet to corner no. 19,

thence S 00° 00' 00" E, 430.20 feet to corner no. 20,

thence N 46° 30' 00" E, 999.33 feet to corner no. 21,

thence S 43° 30' 00" E, 268.09 feet to corner no. 22,

thence N 31° 30' 00" E, 371.23 feet to corner no. 23,

thence S 58° 30' 00" E, 17.39 feet to corner no. 24,

thence N 00° 00' 00" E, 295.21 feet to corner no. 25, a point on the Northerly line of said Section 12,

thence S 89° 53' 43" E, 924.96 feet along the said Northerly line of Section 12 to corner no. 26, a point being the North ¼ corner of said Section 12,

thence S 89° 52' 04" E, 1607.36 feet along the said Northerly line of Section 12 to corner no. 27, a point on the Northwesterly line of the patented Holt Lode Mining Claim, Mineral Survey No. 4422, Patent No. 881735, recorded in the said office of the Eureka County Recorder, Eureka, Nevada, in Book 20, at Page 55, of Eureka County Deed Records,

thence N 24° 07' 55" E, 122.63 feet along the said Northwesterly line of the Holt Lode Mining Claim to corner no. 28, a point being the most Northerly corner of said Holt Lode Mining Claim,



thence S 65° 52' 05" E, 235.00 feet along the Northeasterly line of the said Holt Lode Mining Claim to corner no. 29, a point being the most Easterly corner of said Holt Lode Mining Claim,

thence S 24° 07' 55" W, 18.00 feet along the Southeasterly line of the said Holt Lode Mining Claim to corner no. 30, a point on the said Northerly line of Section 12,

thence S 89° 52' 04" E, 513.63 feet along the said Northerly line of Section 12 to corner no. 31,

thence S 00° 00' 00" E, 381.45 feet to corner no. 32,

thence S 90° 00' 00" E, 297.43 feet to corner no. 33, a point on the Easterly line of said Section 12,

thence S 00° 08' 27" W, 318.53 feet along the said Easterly line of Section 12 to corner no. 34, a point being the Northwest corner of said Section 18,

thence S 89° 53' 47" E, 2940.86 feet along the Northerly line of said Section 18 to corner no. 35, a point being the North ¼ corner of said Section 18,

thence S 89° 55' 12" E, 2642.57 feet along the said Northerly line of Section 18 to corner no. 36, a point being the Northeast corner of said Section 18,

thence S 01° 16' 25" W, 1338.63 feet along the Easterly line of said Section 18 to corner no. 37, a point being the Northern 1/16 corner on the Easterly line of said Section 18,

thence S 89° 58' 57" W, 2643.03 feet along the North 1/16 line of said Section 18 to corner no. 38, a point being the Center-North 1/16 corner of said Section 18,

thence S 01° 17' 20" W, 1343.15 feet along the North-South ¼ Section line of said Section 18 to corner no. 39, a point being the Center ¼ corner of said Section 18,

thence S 89° 53' 06" W, 2887.53 feet along the East-West ¼ Section line of said Section 18 to corner no. 40, a point being the West ¼ corner of said Section 18,

thence S 00° 10' 32" W, 1889.37 feet along the Westerly line of said Section 18 to corner no. 41, a point being the Southeast corner of said Section 12,

thence N 89° 53' 07" W, 2668.11 feet along the Southerly line of said Section 12 to corner no. 42, a point being the South ¼ corner of said Section 12,

thence N 89° 56' 59" W, 2644.99 feet along the said Southerly line of Section 12 to corner no. 43, a point being the Southwest corner of said Section 12,

thence N 00° 04' 40" E, 661.31 feet along the Westerly line of said Section 12 to corner no. 44, a point being the Southeast corner of the NE1/4 SE1/4 SE1/4 of said Section 11,

thence S 89° 57' 39" W, 450.83 feet along the Southerly line of the said NE1/4 SE1/4 SE1/4 Section 11 to corner no. 45,

thence N 11° 00' 00" E, 479.04 feet to corner no. 46,

thence S 78° 50' 13" E, 13.17 feet to corner no. 47,

thence N 11° 12' 04" E, 1500.00 feet to corner no. 48,

thence N 78° 43' 45" W, 118.88 feet to corner no. 49,



thence N 46° 30' 00" E, 220.26 feet to corner no. 50,
 thence N 43° 30' 00" W, 599.02 feet to corner no. 51,
 thence S 47° 00' 00" W, 235.34 feet to corner no. 52,
 thence S 00° 01' 27" E, 341.02 feet to corner no. 53,
 thence N 78° 43' 43" W, 48.63 feet to corner no. 54,
 thence N 76° 52' 35" W, 585.47 feet to corner no. 55,
 thence S 12° 15' 22" W, 771.81 feet to corner no. 56,
 thence S 11° 13' 14" W, 749.49 feet to corner no. 57,
 thence S 78° 50' 13" E, 187.77 feet to corner no. 58,
 thence S 47° 58' 04" W, 263.08 feet to corner no. 59,
 thence S 00° 07' 36" W, 644.62 feet to corner no. 60,
 thence N 90° 00' 00" W, 2249.57 feet to corner no. 61,
 thence S 00° 00' 00" E, 120.00 feet to corner no. 62,
 thence N 90° 00' 00" W, 1370.68 feet to corner no. 63,
 thence S 00° 07' 00" W, 387.09 feet to corner no. 64, a point on the Southerly line of said Section 11,
 thence S 89° 57' 53" W, 130.16 feet along the said Southerly line of said Section 11 to corner no. 65, a
 point being the Southeast corner of said Section 10,
 thence S 89° 56' 29" W, 2632.89 feet along the Southerly line of said Section 10 to corner no. 66, a point
 being the South ¼ corner of said Section 10,
 thence N 89° 53' 16" W, 2636.46 feet along the Southerly line of said Section 10 to corner no. 67, a point
 being the Southwest corner of said Section 10,
 thence N 00° 07' 43" E, 2638.34 feet along the Westerly line of said Section 10 to corner no. 68, a point
 being the West ¼ corner of said Section 10,
 thence N 00° 06' 45" E, 2639.59 feet along the Westerly line of said Section 10 to corner no. 1, the point
 of beginning.

PARCEL 2:

A parcel of land located in Section 2, T35N, R50E, MDM, Eureka County, Nevada, being all of the
 Patented July Lode Mining Claim, Mineral Survey No. 4528, Patent No. 935874, patented April 7,
 1924, recorded in the office of the Eureka County Recorder, Eureka, Nevada, in Book 20 at Page
 54 of Eureka County, Deed Records, and more particularly described as follows:

Commencing at the South ¼ corner of Section 33, T36N, R50E, MDM, thence S 87° 38' 40" E, 794.93 feet
 to the Northwest corner of the said patented July Lode Mining Claim, a point being corner no. 1,
 the true point of beginning,



ATTACHMENT "B"

Relocated Unpatented Lode Mining Claims. The following described unpatented lode mining claims situated in Township 35 North, Ranges 50 and 51 East, MDM, Eureka County, Nevada:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>BLM Serial No.</u>
CRACKER JACK NO. 5R	428	367	NMC 913580
BIG JIM NO. 24R	428	368	NMC 913581
BIG JIM NO. 25R	428	369	NMC 913582
BIG JIM NO. 26R	428	370	NMC 913583
BIG JIM NO. 27R	428	371	NMC 913584
BIG JIM NO. 28R	428	372	NMC 913585
BIG JIM NO. 29R	428	373	NMC 913586
YELLOW ROSE 9R	442	58	NMC 933660
YELLOW ROSE 10R	442	59	NMC 933661
YELLOW ROSE 17R	442	60	NMC 933662
YELLOW ROSE 18R	442	61	NMC 933663
BIG JIM 31R	442	62	NMC 933664
HILL TOP FRACTION 4R	442	63	NMC 933665
HD 1R	442	64	NMC 933666
HD 2R	442	65	NMC 933667
HD 3R	442	66	NMC 933668
HD 4R	442	67	NMC 933669
HD 5R	442	68	NMC 933670
HD 6R	442	69	NMC 933671
HD 7R	442	70	NMC 933672
HD 8R	442	71	NMC 933673
HD 9R	442	72	NMC 933674
HD 11R	442	73	NMC 933675
HD 12R	442	74	NMC 933676
HD 13R	442	75	NMC 933677
HD 14R	442	76	NMC 933678
HD 15R	442	77	NMC 933679
HD 16R	442	78	NMC 933680
HD 17R	442	79	NMC 933681
BM 1R	442	80	NMC 933682
GDE 114R	442	81	NMC 933683
Polar 14R	449	2	NMC 942434



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Appendix B

Description of SJ Patented Claims

The SJ patented lode mining claims, situated in Eureka County, Nevada are described as follows:

S. J. # 1, S. J. # 2, S. J. # 3, S. J. # 4, S. J. # 5, S. J. # 6, S. J. # 7, S. J. # 8, S. J. # 9, S. J. # 10, S. J. # 11, S. J. # 12, S. J. # 13, and S. J. # 14 lode mining claims designated and described as:

Mineral Survey No. 5061, within Section 24, Township 36 North, Range 49 East, and within Section 19, Township 36 North, Range 50 East, Mount Diablo Meridian, in the Lynn Mining District, Eureka County, Nevada, the said claims being more particularly described in the official field notes and depicted on the official plat; but excluding and excepting the POST No. 1, POST No. 5, lode mining claims of M.S. 5059; and the Bazza # 1, Bazza # 2, Bazza # 3, Bazza # 4, Bazza # 5, Bazza # 6, Bazza # 7, lode mining claims of M.S. 5060; and further excluding and excepting that portion of Section 19 within State Selection 2, State Selection 9 and Patent No. 1227092; and that portion of Section 24 within State Selection 2; aggregating 228.289 acres.



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