

**DOC# 233015**

06/05/2017

03:11PM

**Official Record**

Requested By

FIRST AMERICAN TITLE - NCS

**Eureka County - NV**

**Lisa Hoehne - Recorder**

Page: 1 of 4

Fee: \$20.00

Recorded By CH

RPTT: \$0.00

Book- 0601 Page- 0282



0233015

Assessor Parcel Nos. - n/a unpatented mining claims  
and royalty only

Recorded at the request of and  
when recorded return to:

Jessica Nicholson  
Hogan Lovells US LLP  
1601 Wewatta Street, Suite 900  
Denver, CO 80202

The undersigned affirms this document does not contain  
the personal information of any person.

**Substitution of Trustee and Full Reconveyance  
(Leeville Project)**

This Substitution of Trustee and Full Reconveyance (Leeville Project) is made by 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 "**Beneficiary**"). Beneficiary, High Desert Mineral Resources, Inc., a Delaware corporation whose address is 1660 Wynkoop Street, Suite 1000, Denver, Colorado 80202-1132, as Trustor, and the predecessor of Stewart Title of Nevada Holdings, Inc., as Trustee, 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 No. 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 No. 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"**);

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"**);

5. amended effective April 29, 2015, by that certain First Amendment to 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 April 29, 2015, at Book 578, Page 164, Document No. 229281 (the **"First Amendment"**); and

6. amended March 16, 2016, by that certain Second Amendment to 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 March 16, 2016, at Book 589, Page 156, Document No. 231001 (the **"Second Amendment"**, and, together with the Original Mortgage, First Amended and Restated Mortgage, Second Amended and Restated Mortgage, Third Amended and Restated Mortgage, Fourth Amended and Restated Mortgage, and the First Amendment, the **"Deed of Trust"**).

Beneficiary, as the legal owner and holder of the indebtedness of Trustor and the Deed of Trust, and as the beneficiary of the Deed of Trust, desires to change the trustee named in the Deed of Trust from Stewart Title of Nevada Holdings, Inc., to Beneficiary, and appoints Beneficiary as the Trustee under the Deed of Trust in the place of Stewart Title of Nevada Holdings, Inc., with the power to perform all obligations and to exercise all rights of the trustee in and under the Deed of Trust.

In consideration of the request of the Trustor, payment of the indebtedness secured by the Deed of Trust, and certain other consideration, the receipt and sufficiency of which is acknowledged, the Trustee quitclaims and reconveys to the person or persons legally entitled thereto, but without warranty, all of the estate and property covered by the Deed of Trust now held by the Trustee under the terms of the Deed of Trust.

*[Remainder of Page Intentionally Left Blank]*



The Trustee has executed this Substitution of Trustee and Full Reconveyance effective June 2, 2017.

HSBC Bank USA, National Association

By: 

Name: Joseph A. Lloret

Title: Vice President

\\DC-087899/000042 - 10334129



233015

Book: 601 06/05/2017  
Page: 284 3 of 4

STATE OF NEW YORK            )  
  ) ss.  
COUNTY OF NEW YORK        )

On June 2, 2017, before me personally appeared Joseph A. Lloret, a vice president of HSBC Bank USA, National Association, whose identity was proved to me on the basis of satisfactory evidence to be the person who such person claims to be, and acknowledged that he or she signed the above instrument.

  
Notary Public

**JANE YANG**  
No. 01YA6283112  
Notary Public, State of New York  
Qualified in New York County  
My Commission Expires 05/28/2021  
2021

