

**Recording Requested By and When  
Recorded Mail to:**

**Newmont USA Limited  
1655 Mountain City Highway  
Elko, Nevada 898010**

**EUREKA COUNTY, NV**      **2018-235517**  
Rec:\$35.00  
Total:\$35.00      **06/28/2018 09:08 AM**  
NEWMONT USA LIMITED      Pgs=8



LISA HOEHNE, RECORDER      E08

APN: 004-360-12

**Quitclaim Deed of Mineral Rights and Reservation of Royalty**

This Quitclaim Deed of Mineral Rights and Reservation of Royalty ("Deed") is made this 8 day of June, 2018 by and between New Nevada Resources, LLC, a Florida limited liability company, whose address is: 4405 Commons Drive East, Suite 301, Destin, Florida 32541 ("Grantor"), and Newmont USA Limited, a Delaware corporation, whose address is: 1655 Mountain City Highway, Elko, Nevada 89801, hereafter referred as ("Grantee").

For and in consideration of Grantee's payment to Grantor of the sum of Ten Dollars (\$10.00) United States currency, and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, Grantor quitclaims to Grantee, and to Grantee's successors and assigns forever, all of Grantor's right, title and interest in and to the mineral estate and minerals in, on and under that certain real property situated in Churchill County, Nevada, more particularly described in Exhibit "A" attached to and by this reference incorporated in this Deed, EXCLUDING the geothermal estate including but not limited to geothermal steam, liquids or brines, heat, other geothermal resources and rocks of every kind and oil, gas, other hydrocarbons and subject to the following Net Smelter Returns Royalty:

Royalty Obligor: Newmont USA Limited ("Newmont")

Owner: New Nevada Resources, LLC ("NNR")

**1. Definitions.**

1.1 "Production Royalty" means Newmont shall pay the Royalty to NNR for the production of all Minerals from the Property. The Royalty shall be calculated and paid in accordance with Quitclaim Deed of Mineral Rights and Reservation of Royalty. The Royalty percentage rate for minerals produced from the property shall be three and one half percent (3.5%).

1.2 "Gold Production" means the quantity of refined gold returned to Newmont's account by an independent third party refinery for gold produced from the Property during the calendar quarter on either a provisional or final settlement basis.

1.2 "Gross Value" shall be determined on a calendar quarter basis and have the following meanings with respect to the following Minerals:

1.2.1 Gold

(a) If Newmont sells gold concentrates, dore or ore, then Gross Value shall be the value of the gold contained in the gold concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such gold concentrates, dore and ore; (2) a reasonable recovery rate for the refined gold recoverable from such gold concentrates, dore and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such gold concentrates, dore and ore); and (3) the Monthly Average Gold Price for the month in which the gold concentrates, dore and ore were sold.

(b) If Newmont produces refined gold (meeting the specifications of the London Bullion Market Association, and if the London Bullion Market Association no longer prescribes specifications, the specifications of such other association generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.1(a) above is not applicable, then for purposes of determining Gross Value, the refined gold shall be deemed to have been sold at the Quarterly Average Gold Price for the quarter in which it was refined. The Gross Value shall be determined by multiplying Gold Production during the calendar quarter by the Quarterly Average Gold Price.

1.2.2 Silver.

(a) If Newmont sells silver concentrates, dore or ore, then Gross Value shall be the value of the silver contained in the silver concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such silver concentrates, dore and ore; (2) a reasonable recovery rate for the refined silver recoverable from such silver concentrates, dore and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such silver concentrates, dore and ore); and (3) the Monthly Average Silver Price for the month in which the silver concentrates, dore and ore were sold.

(b) If Newmont produces refined silver (meeting the specifications for refined silver subject to the New York Silver Price published by Handy & Harmon, and if Handy & Harmon no longer publishes such specifications, the specifications of such other association or entity generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.2(a) above is not applicable, the refined silver shall be deemed to have been sold at the Quarterly Average Silver Price for the quarter in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the calendar quarter by the Quarterly Average Silver Price.

1.2.3 All Other Minerals.

(a) If Newmont sells any concentrates, dore or ore of Minerals other than gold or silver, then Gross Value shall be the value of such Minerals determined by utilizing: (1) the mine weights and assays for such Minerals; (2) a reasonable recovery rate for the Minerals (which shall be adjusted annually to reflect the actual recovery rate of recovered or refined metal or product from such Minerals); and (3) the monthly average price for the Minerals or product of the Minerals for the month in which the concentrates, dore or ore was sold. The monthly average price shall be determined by reference to the market for such Minerals or product which is recognized in the mining industry as authoritative and reflective of the market for such Minerals or product.

(b) If Newmont produces refined or processed metals from Minerals other than refined gold or refined silver, and if Section 1.2.3(a) above is not applicable, then Gross Value shall be equal to the amount of the proceeds received by Newmont during the calendar quarter from the sale of such refined or processed metals. Newmont shall have the right to sell such refined or processed metals to an affiliated party, provided that such sales shall be considered, solely for purposes of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

1.3 "Quarterly Average Gold Price" means the average London Bullion Market Association Afternoon Gold Fix, calculated by dividing the sum of all such prices reported for the calendar quarter by the number of days for which such prices were reported during that quarter. If the London Bullion Market Association Afternoon Gold Fix ceases to be published, all such references shall be replaced with references to prices of gold for immediate sale in another established market selected by Newmont, as such prices are published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

1.4 "Quarterly Average Silver Price" means the average New York Silver Price as published daily by Handy & Harmon, calculated by dividing the sum of all such prices reported for the calendar quarter by the number of days in such calendar quarter for which such prices were reported. If the Handy & Harmon quotations cease to be published, all such references shall be replaced with references to prices of silver for immediate sale in another established market selected by Newmont as published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

1.5 "Net Smelter Returns" means the Gross Value of all Minerals, less costs, charges and expenses paid or incurred by Newmont with respect to the refining and smelting of such Minerals, without limitation:

1.5.1 Charges for smelting and refining (including sampling, assaying and penalty charges); and

1.5.2 In respect of Precious Metals, Base Metals and Industrial Materials, actual costs of transportation (including freight, insurance, security, transaction taxes, handling, port, demurrage,

delay and forwarding expenses incurred by reason of or in the course of such transportation) of concentrates or dore metal from the Property to the smelter or refinery, but in no event shall charges or costs of transportation of Minerals or ores from any mine on the Property to an autoclave, concentrator, crusher, heap or other leach process, mill or plant which is not a smelter or refinery. In respect of Newmont ore, Newmont concentrates and Newmont products only, Newmont may deduct the cost of transporting magnetite or other Newmont concentrates to any blast furnace reduction facility, pebble crushing facility, sintering facility or similar facility.

Allowable deductions for each shipment shall be allocated to Precious Metals, Base Metals and Industrial Minerals as specified in the statements of the refinery, smelter or other purchaser, except that allowable deductions common to a shipment of Precious Metals, Base Metals, Industrial Minerals and Newmont products which are not specifically allocated to Precious Metals, Base Metal and Industrial Minerals by the refinery, smelter or other purchaser shall be allocated in the proportion of the respective values of the Precious Metals, Base Metals, Industrial Minerals and Newmont products outturned from such shipment.

**1.6** "Silver Production" means the quantity of refined silver outturned to Newmont's account by an independent third-party refinery for silver produced from the Property during the calendar quarter on either a provisional or final settlement basis.

## **2. Payment Procedures.**

**2.1 Accrual of Obligation.** Newmont's obligation to pay the royalty shall accrue upon the sale or shipment from the Property of unrefined metals, dore metal, concentrates, ores or other Minerals products or, if refined metals are produced, upon the outturn of refined metals meeting the requirements of the specified published price to Newmont's account.

**2.2 Futures or Forward Sales, Etc.** Except as provided in Sections 1.2.1(a), 1.2.2(a) and 1.2.3 above (with respect to sales of unprocessed gold and silver and sales of Minerals other than gold and silver), Gross Value shall be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Newmont specifically including but not limited to forward sales, futures trading or commodities options trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals produced from Minerals.

**2.3 Inventories and Stockpiles.** Newmont shall include in all quarterly statements a description of the quantity and quality of any gold or silver dore that has been retained as inventory for more than ninety (90) days. NNR shall have thirty (30) calendar days after receipt of the statement to either: (a) elect that the dore be deemed sold, with Gross Value to be determined as provided in Sections 1.2.1 (b), with respect to gold, and 1.2.2(b), with respect to silver, as of such thirtieth (30th) day utilizing the mine weights and assays for such dore and utilizing a reasonable recovery rate for refined metal and reasonable deemed charges for all deductions specified in Section 1.6 above, or (b) elect to wait until such time as the royalty payment otherwise would become payable pursuant to Sections 1.2.1(b) and 1.2.2(b). NNR's failure to respond within such time shall be deemed to be an election to use the methods described in Sections 1.2.1(b) and

1.2.2(b). No royalty payments shall be due with respect to stockpiles of ores or concentrates unless and until such ores or concentrates are actually sold.

**2.4 Transfer or Encumbrance of Royalty.** NNR may transfer, pledge, mortgage, charge or otherwise encumber all or any part of its right, title and interest in and to the royalty, except that Newmont shall be under no obligation to make its payments to such assignee, transferee, pledgee or other third party until Newmont's receipt of written notice concerning the assignment, transfer or pledge.

**3. Sampling and Commingling.** Newmont shall have the right to commingle Minerals and ores from the Property and materials from other properties, provided, that Newmont first informs NNR, in writing, of Newmont's intention to commingle and delivers to NNR a detailed written description of Newmont's commingling plan. NNR shall have ninety (90) days during which to review and comment on Newmont's proposed commingling plan. In any and all events, all Minerals and ores shall be measured and sampled by Newmont in accordance with sound mining and metallurgical practices for metal and mineral content before commingling of any such Minerals or ores with materials from any other property. Representative samples of materials from the Property intended to be commingled shall be retained by Newmont, and assays of these samples shall be made before commingling to determine the metal content of each ore. Detailed records shall be kept by NNR showing measurements, assays of metal content and gross metal content of the materials from the Property are commingled.

**4. Audit.** Upon reasonable notice and at a reasonable time, NNR shall have the right to audit and examine the Newmont's accounts and records relating to the calculation of the Net Smelter Returns royalty payments. If such audit determines that there has been a deficiency or an excess in the payment made to NNR, such deficiency or excess shall be resolved by adjusting the next monthly royalty payment due NNR. NNR shall pay all costs of such audit unless a deficiency of three percent (3%) or more of the royalty payment due for the calendar month in question is determined to exist. All books and records used by Newmont to calculate the royalty payments shall be kept in accordance with generally accepted accounting principles applicable to the mining industry.

**GRANTOR** has executed this Quitclaim Deed the day and year first above written.

**NEW NEVADA RESOURCES, LLC  
A FLORIDA LIMITED LIABILITY COMPANY**

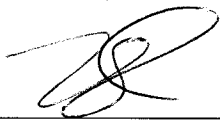
**BY: NEW NEVADA RESOURCES, LLC  
ITS: CEO**

By: \_\_\_\_\_

  
Heath A. Rushing, CEO

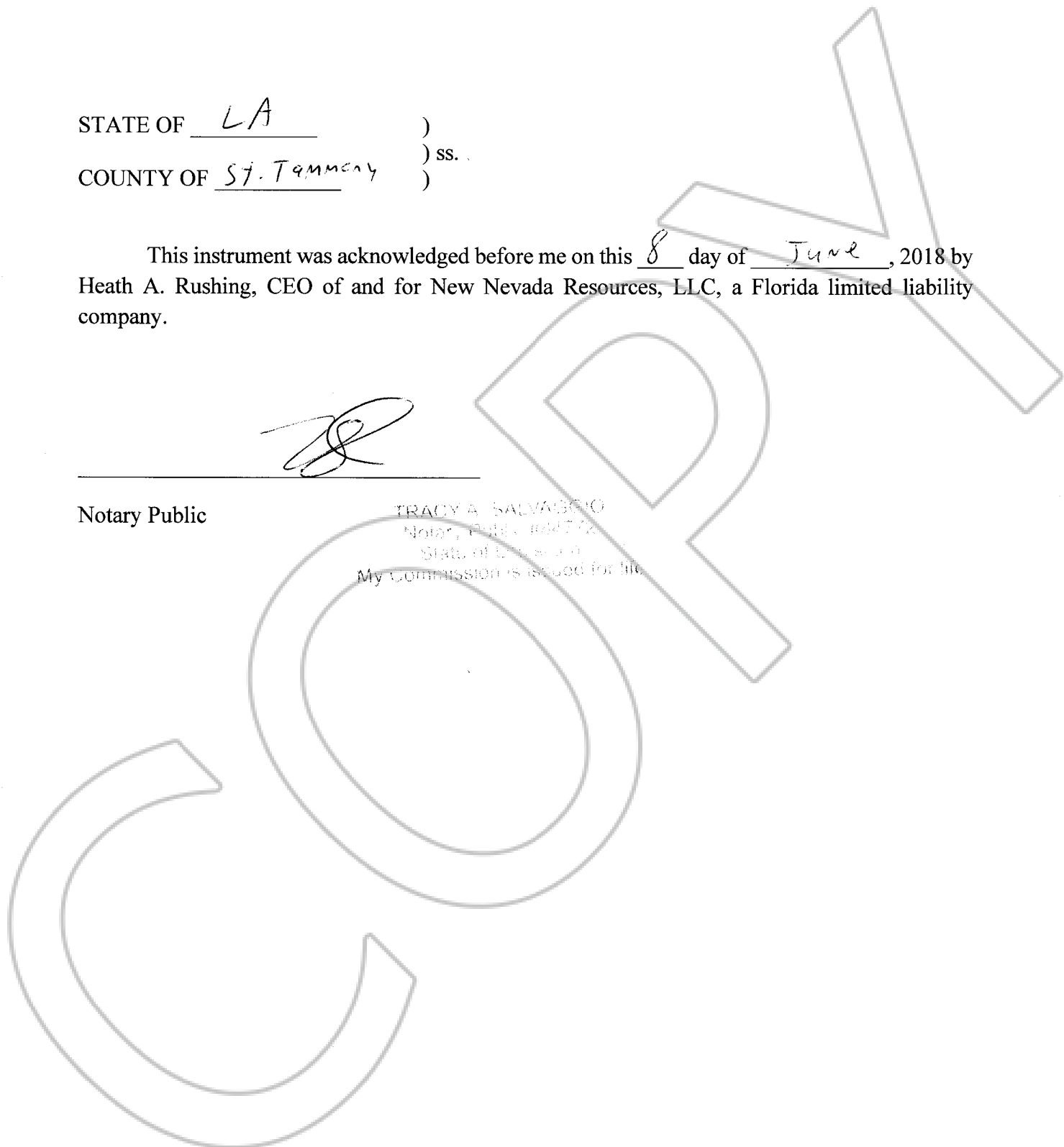
STATE OF LA )  
 ) ss.  
COUNTY OF St. Tammany )

This instrument was acknowledged before me on this 8 day of June, 2018 by Heath A. Rushing, CEO of and for New Nevada Resources, LLC, a Florida limited liability company.



Notary Public

TRACY A. SALVAGGIO  
Notary Public #44772  
State of Louisiana  
My Commission Expires 06/30/2021



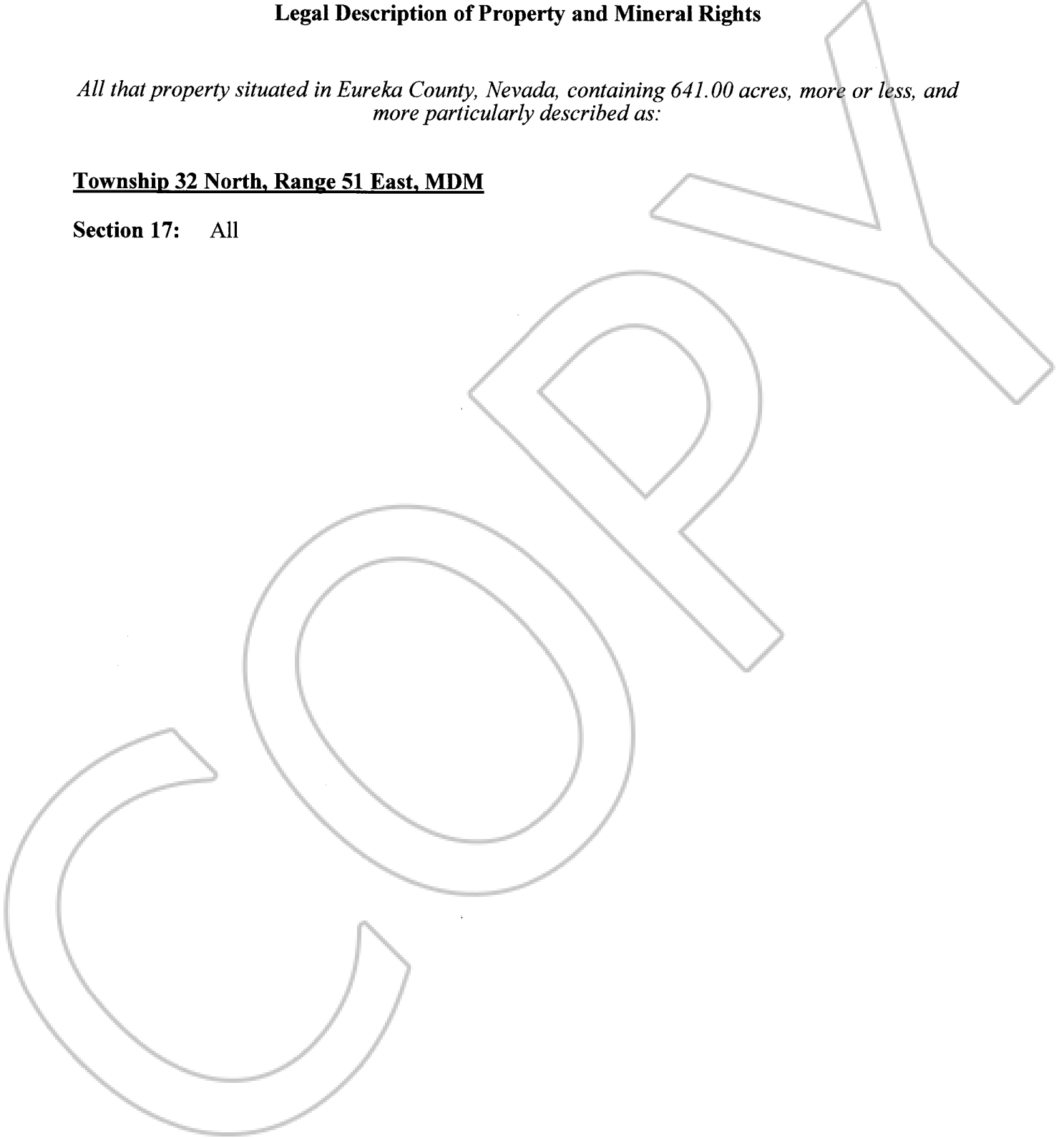
**Exhibit "A"**

**Legal Description of Property and Mineral Rights**

*All that property situated in Eureka County, Nevada, containing 641.00 acres, more or less, and more particularly described as:*

**Township 32 North, Range 51 East, MDM**

**Section 17: All**



**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)  
 a) 004-360-12 (MINERALS ONLY)  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

2. Type of Property:  
 a)  Vacant Land      b)  Single Fam. Res.  
 c)  Condo/Twnhse    d)  2-4 Plex  
 e)  Apt. Bldg        f)  Comm'l/Ind'l  
 g)  Agricultural     h)  Mobile Home  
 Other MINERAL RIGHTS

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property \$ 0  
 Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
 Transfer Tax Value: \$ \_\_\_\_\_  
 Real Property Transfer Tax Due \$ \_\_\_\_\_

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section # 8  
 b. Explain Reason for Exemption: MINERAL RIGHTS

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT, USA NEWMONT USA LIMITED

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: NEW NEVADA RESOURCES  
 Address: 4405 COMMONS DRIVE EAST, 301  
 City: DESTIN  
 State: FL Zip: 32541

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: NEWMONT USA LIMITED  
 Address: 1655 MOUNTAIN CITY HWY  
 City: ELKO  
 State: NV Zip: 89601

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: \_\_\_\_\_ Escrow #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_