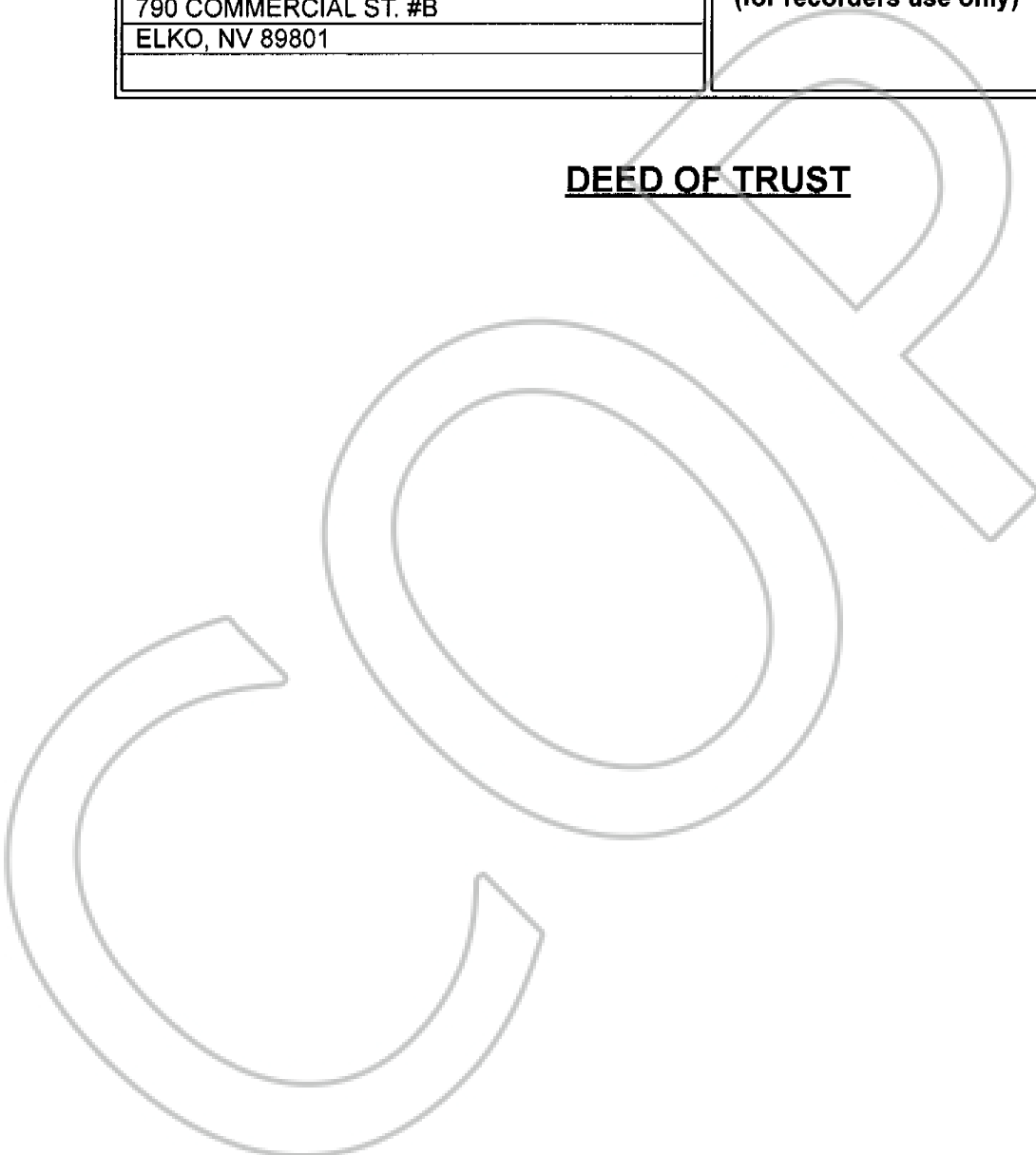


<b>A.P.N. No.:</b>	007-060-02, 007-050-04, 007-050-05, 007-050-06, 007-050-07, 007-050-09, and 007-050-10
<b>Escrow No.:</b>	80756
<b>Recording Requested By:</b>	
Cow County Title Co.	
<b>When Recorded Mail To:</b>	
<b>GENERAL MOLY, INC.</b>	
790 COMMERCIAL ST. #B	
ELKO, NV 89801	

EUREKA COUNTY, NV	<b>2019-239243</b>
Rec:\$35.00	
\$35.00 Pgs=13	<b>07/03/2019 03:59 PM</b>
COW COUNTY TITLE CO.	
LISA HOEHNE, CLERK RECORDER	

(for recorders use only)

**DEED OF TRUST**



# DEED OF TRUST

**THIS DEED OF TRUST**, made and entered into as of the 2<sup>ND</sup> day of July, 2019, by and between MW CATTLE, LLC, a Nevada limited liability company, hereinafter called the Trustor; COW COUNTY TITLE CO., a Nevada corporation, hereinafter called the Trustee; and GENERAL MOLY, INC., a Delaware corporation, hereafter called the Beneficiary; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

## WITNESSETH:

**THAT WHEREAS**, the Grantor is indebted to the Beneficiary in the sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, lawful money of the United States, and has agreed to pay the same according to the terms and tenor of a Promissory Note from Trustor to Beneficiary, which Note is in the words and figures as follows to-wit:

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**PROMISSORY NOTE**

**\$500,000.00**

Elko, Nevada, ~~June~~ <sup>July</sup> 2, 2019. *je*

**FOR VALUE RECEIVED**, the Maker, **MW CATTLE, LLC**, promises to pay to the order of **GENERAL MOLY, INC.**, a Delaware corporation (“Seller”), the sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, together with interest on the declining balance to accrue at the rate of six percent (6%) per annum from the date hereof until paid, all in the manner following:

**\$51,481.38** on or before June 30, 2020, and a like sum on or before such date each and every year thereafter until the entire balance of principal, together with accrued interest, has been paid in full. Maker agrees to make all annual payments to holder at the address indicated below, unless otherwise advised by holder. All annual payments shall be applied first to accrued interest to date thereof and the remainder upon the principal. The entire balance of principal and interest is due and payable, in full, on or before June 30, 2034.

Any payment, including the final payment, made more than fifteen (15) days after its due date shall be accompanied by a late charge in the amount of six percent (6%) of the payment then due.

The Maker may, at its option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. All payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. All additional payments shall not be cumulative payments, but the Maker shall in all events, pay at least the sums required by the above payment schedule.

The Maker and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note including the First Deed of Trust; or in the event Maker or its principals executes a general assignment for the benefit of creditors, or a bankruptcy proceeding is commenced thereof; or in the event a receiver is appointed for maker or its principals or on the property of Maker or its principals, then upon the happening of any one of such events, the holders may, at their option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In the event Maker shall sell, convey or alienate the property which secures this Note or any part thereof, or any interest therein, or shall be divested of their title or any interest therein, in any

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**WILSON | BARROWS | SALYER | JONES**

442 Court Street | Elko, Nevada 89801 | 775.738.7271

manner or way, whether voluntary or involuntary, without the written consent of the holders being first had and obtained, holders shall have the right, at their option to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

In case of default in the payment of any part of the principal or interest due hereunder, the Maker promises and agrees to pay the holders' reasonable attorney's fees, expenses, and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by a First Deed of Trust of even date herewith.

Address of Holder:  
General Moly Inc.  
Attn: Accounts Payable  
1726 Cole Blvd., Ste. 115  
Lakewood, Co 80401

**MW CATTLE, LLC**

By: John West Colby II  
/s/ JOHN WEST COLBY II  
JOHN WEST COLBY II  
Title: Manager

**NOW, THEREFORE**, the Grantor, for the purpose of securing the payment of the Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Grantor, or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

See **Exhibit A** attached hereto for a description of the real property being conveyed herein.

APN:

TOGETHER WITH all buildings and improvements thereon, if any.

TOGETHER WITH the following personal property: \_\_\_\_\_.

TOGETHER WITH all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, or of any part thereof.

TOGETHER WITH all water rights set forth in **Exhibit B** attached hereto which describe all water rights to be conveyed herein. Such water rights to also include the water rights asserted by KVR in that certain proceeding entitled "In the Matter of the Determination of Relative Rights in and to All Waters of Diamond Valley, Hydrographic Basin No. 10-153, Elko and Eureka Counties, Nevada" in the office of the State Engineer of the State of Nevada, including but not limited to the following claims for vested rights on Exhibit B appropriation, to the extent the same are appurtenant to the Property.

Excepting, however, those gravel/sand stockpiles to be retained by Seller, including removal rights, as identified in **Exhibit C** attached hereto. Further, Grantor has by execution of a Second Option to Explore and Develop Agreement of even date hereto granted Beneficiary certain rights to explore, develop and

remove rock, gravel/sand, all of which is memorialized in a Memorandum of Agreement recorded contemporaneously hereto.

TOGETHER WITH all the rights and privileges under the Romano Allotment, No. 10047 with the Bureau of Land Management Grazing Allotment, as modified and existing as of the date of this Contract, which shall be transferred to Buyer upon presentment of the Grant, Bargain & Sale Deed to the Bureau of Land Management. Seller shall cooperate with Buyer to effect the transfer.

TOGETHER WITH Seller's oil, gas, hard rock, and other mineral and geothermal rights of every name or nature, if any, and any payments due thereon after the closing date.

SUBJECT TO any and all taxes and assessments, reservations, exceptions, easements, rights and/or rights of way, limitations, Covenants, conditions, restrictions, terms, liens, charges and licenses affecting the property of record or actually existing on such premises.

This transaction does/does not include the conveyance of any hay or cattle.

**TO HAVE AND TO HOLD** the premises, together with the appurtenances, unto the Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (Note Rate), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the Promissory Notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiary to the Grantor.

Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

The Grantor expressly covenants and agrees at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not to commit or permit any waste of the same; or
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

The total principal and interest balance of the Promissory Note secured by this Deed of Trust shall become immediately and automatically due if and when Grantor sells, or transfers any interest in the property encumbered hereby, or enters into a contract to do so, without the prior written consent of the Beneficiary.

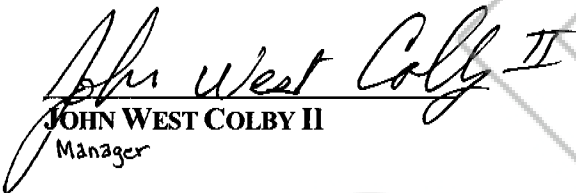
This Deed of Trust is not now, nor will be, subordinate to any prior Deed of Trust or any Senior Mortgage.

In the event Grantor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of its title or any interest therein, in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The validity, construction, interpretation, effect and enforcement of this instrument, and all relations, rights, remedies, and liabilities of the parties arising out of, or in any way related to it, shall be governed by the laws of the State of Nevada. Venue is and shall be in Elko County, Nevada.

**IN WITNESS WHEREOF**, the Grantor has hereunto set their hands as of the day and year first hereinabove written.

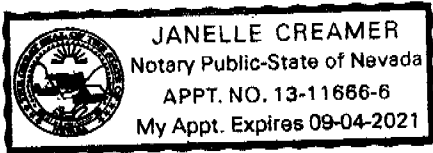
**BUYER:  
MW CATTLE, LLC**

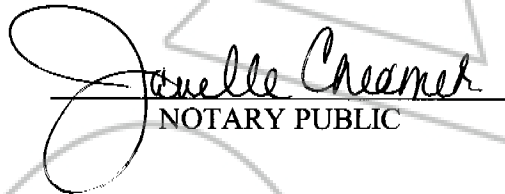
By:   
**JOHN WEST COLBY II**  
Manager



STATE OF NEVADA     )  
  ) ss.  
COUNTY OF ELKO     )

On July 2nd, 2019, personally appeared before me, a Notary Public, **JOHN WEST COLBY, II**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument on behalf of Buyer.



  
\_\_\_\_\_  
NOTARY PUBLIC

*COPIES*

19030071.skj.wpd

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

File No.: 80756

All that certain real property situate in the County of Eureka, State of Nevada, described as follows:

**TOWNSHIP 23 NORTH, RANGE 52 EAST, M.D.B. & M.**

Section 11: Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2018 - 2019: 007-050-04

Section 12: South Half (S1/2) of the Southwest Quarter (SW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2018 - 2019: 007-050-05

Section 13: East Half (E1/2) of the Northwest Quarter and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2018 - 2019: 007-050-06 (**Master Parcel Number**)

Section 24: East Half (E1/2) and the East Half (E1/2) of the West Half (W1/2)

Section 25: Northeast Quarter (NE1/4) and the East Half (E1/2) of the Northwest Quarter (NW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2018 - 2019: 007-050-07

Section 36: North Half (N1/2) of the the Northeast Quarter (NE1/4); the West Half (W1/2) of the Northwest Quarter (NW1/4); the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4);

ASSESSOR'S PARCEL NUMBER FOR 2018 - 2019: 007-050-09

Section 36: An undivided **one-half (1/2) interest** in and to the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2018 - 2019: 007-050-10

**TOWNSHIP 23 NORTH, RANGE 53 EAST, M.D.B. & M.**

Section 19: Government Lots 1, 2, 3 and 4

Section 30: Government Lots 1 and 2

ASSESSOR'S PARCEL NUMBER FOR 2018 - 2019: 007-060-02

**EXHIBIT B  
WATER RIGHTS**

<u>PERMIT NO.</u>	<u>CERTIFICATE NO.</u>	<u>SOURCE</u>	<u>USE</u>
9440	2000	Surface (Garden Spring)	Stockwater
9441	2001	Surface (Call Spring)	Stockwater
9552	2004	Surface (McBride Spring)	Stockwater
11004	3058	Underground	Stockwater
11008	2837	Underground	Stockwater
24012	7505	Underground;	Stockwater
68122	16237	Underground	Stockwater
44743	11588	Underground (well)	Stockwater
47907	12306	Underground (well)	Stockwater
50962	13182	Underground (Romano Well)	Irrigation
50963	13183	Underground (Romano Well)	Irrigation
57838	15993	Underground (Romano Well)	Irrigation

Vested Water Right Claims, of and concerning, "In the Matter of the Determination of Relative Rights in and to All Waters of Diamond Valley, Hydrographic Basin No. 10-153, Elko and Eureka Counties, Nevada" in the office of the State Engineer of the State of Nevada:

<u>CLAIM NO.</u>	<u>SOURCE</u>	<u>USE</u>
V04147	Stinking Spring	Stockwater
V04148	No Name Spring	Stockwater
V04471	Romano Spring #1	Stockwater
V04472	Siri Spring #1	Stockwater
V04473	Sulphur Spring	Stockwater
V04474	Tule Spring	Stockwater
V04475	Romano Spring No. 2	Stockwater
V04476	Romano Spring No. 2	Irrigation
V04477	Siri Spring #1	Irrigation
V04478	Sulphur Spring #1	Irrigation
V04479	Romano Spring No. 1	Irrigation
V04480	Tule Spring & Trib	Irrigation
V10887	Two Spring Sources	Stockwater
V10888	Unnamed Spring	Stockwater
V10889	Spring Source	Stockwater
V10890	2 springs	Stockwater
V10891	3 springs	Stockwater
V10892	Mt. Hope Spring	Stockwater
V10893	Stinking Spring	Stockwater
V10895	McBride Spring	Stockwater
V10896	Mt. Hope Spring	Stockwater
V10897	Trap Corral Spring	Stockwater
V10898	Garden Spring	Stockwater
V10900	Hash Spring	Stockwater
V10901	Railroad Spring	Stockwater
V10902	Lone Wolf Spring	Stockwater
V10903	Call Spring	Stockwater
V10904	Dixon Spring	Stockwater
V10905	Spring No. 1	Irrigation
V10906	Spring No. 2	Irrigation
V10907	Spring No. 3	Irrigation

CLAIM NO.

SOURCE

USE

V10908	Spring No. 4	Irrigation
V10909	Spring No. 5	Irrigation
V10910	Spring No. 6	Irrigation
V10911	Spring No. 7	Irrigation
V10912	Spring No. 8	Irrigation
V10913	Spring No. 9	Irrigation
V10914	Tom Spring	Irrigation
V10915	Spring and pond	Irrigation
V10916	Spring No. 4A	Irrigation
V10917	Spring & Reservoir No. 2	Irrigation

Specifically reserving unto the Grantor all of Permits 57835, 57836, 57839, 57840 and 66062, and any base right or change application associated therewith.



## Exhibit C

### Gravel/Sand Stockpiles, excluded from Purchase

All coarse and fine aggregates (gravel and sand) which currently are situated on parcel 07-05-006, and as depicted in the following photograph, are excluded from the sale transaction to Buyer.

Seller retains reasonable ingress and egress rights utilizing the existing Saddler Brown Street access to the real property and stockpiles, for so long as the stockpiles remain on the parcel.

Seller to provide 15 days prior notification of its intention to load and remove any or all of the stockpiles. Buyer to allow reasonable of water from its wells for dust control at stockpiles and roadways.

