

APN – N/A royalty only
Recorded at the request of
and when recorded return to:
Golden Pick LLC
2215 N. 5th St.
Elko, NV 89801
Attention: Land Department

EUREKA COUNTY, NV	2019-239354
RPTT:\$0.00 Rec:\$35.00	
\$35.00 Pgs=12	08/07/2019 08:45 AM
THOMAS P. ERWIN P.C.	
LISA HOEHNE, CLERK RECORDER	E08

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

Royalty Deed

This Royalty Deed (“Deed”) is made by and between Golden Pick LLC., a Nevada limited liability company (“GPL”), whose address is 2215 North Fifth Street, Elko, Nevada 89801, and Ivy Minerals, Inc., an Idaho corporation (“IMI”), whose address is stated above.

Recitals

- A. IMI and GPL are parties to the Purchase Agreement dated effective July __, 2019 (the “Agreement”), in accordance with which GPL agreed to grant and transfer to IMI a mineral production royalty in the unpatented mining claims situated in Eureka County, Nevada, more particularly described in Exhibit A attached to and by this reference incorporated in this Deed (collectively the “Property”).
- B. IMI and GPL have closed the Agreement in accordance with its terms and the parties are obligated to execute and deliver this Deed.

In consideration of the parties’ rights and obligations under the Agreement, the parties agree as follows:

1. **Definitions.** The following defined terms, wherever used in this Agreement, shall have the meanings described below:

1.1 “Governmental Regulations” means all directives, laws, orders, ordinances, regulations and statutes of any federal, state or local agency, court or office.

1.2 “AIMI” means Ivy Minerals, Inc., an Idaho corporation, and its successors and assigns.

1.3 “Interest Rate” means LIBOR plus two percent (2%) per annum.

1.4 “GPL” means Golden Pick LLC, a Nevada corporation, and its successors and assigns.

74455.000 Royalty Deed GPL to Ivy 070219

1.5 "Net Smelter Returns" means the revenues attributed to Products mined and removed from the Property, after deductions for costs of insuring, marketing, freight or transportation and, if applicable, refining and treatment costs, for such Products. The revenues attributed to GPL shall be determined on a deemed market value basis, being the gross value of the Products determined as the total quantity of Products outturned to GPL's account at the refiner and in the case of Products other than gold and silver not outturned to GPL's account at the refiner the total quantity of such Products delivered to any customer, for any calendar quarter multiplied by (1) for gold, the average daily P.M. price for gold by the London Bullion Market Association as reported in the Wall Street Journal or any other agreed successor publication for the applicable calendar quarter, (2) for silver, the average daily price fixing for silver by the London Bullion Market Association as reported in the Wall Street Journal, or any other agreed upon successor publication for the applicable calendar quarter, and (3) for all other Products, the deemed price shall be the quote for such product appearing in a publication generally recognized as authoritative in the industry.

1.6 "Products" means all ores, minerals or materials of whatever kind and nature mined and removed from the Property (excluding any commodities mined from the Property and used by GPL in the production of any Products), including any ores, minerals or materials which may be recovered as a result of reprocessing of tailings, dumps or other material wherever located, if such materials were originally mined and removed from the Property.

1.7 "Property" means the unpatented mining claims situated in Eureka County, Nevada, more particularly described in Exhibit A attached to and by this reference incorporated in this Agreement and any other unpatented mining claims and interests which are made part of the Property and subject to this Agreement in accordance with its terms.

1.8 "Royalty" means the production royalty payable by GPL to IMI in accordance with this Deed.

2. Royalty. GPL conveys, grants and transfers to IMI, and IMI's assigns and successors forever, and GPL agrees and covenants to pay to IMI, and IMI's assigns and successors forever, a production royalty equal to one and one-half percent (1.5%) of the Net Smelter Returns from the production of Minerals from the Property. It is the parties' intent that IMI will be paid one and one-half percent (1.5%) of the Net Smelter Returns outturned on the smelting and refining of Minerals and Products of Minerals mined from the Property whether such Net Smelter Returns are outturned to GPL, an affiliate of GPL, a successor or assign of GPL, or a purchaser of Minerals or Products from GPL. GPL may purchase a portion of the Royalty in accordance with Section 2.6.

2.1 Burden on Property. The Royalty is perpetual and shall burden and run with the Property, including any amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Property, including all unpatented mining claims located on any fractions or gaps among the

unpatented mining claims which comprise all of part of the Property on the effective date of this Deed. On amendment, conversion to a lease or other form of tenure, relocation or patenting of any of the unpatented mining claims which comprise all or part of the Property, GPL agrees and covenants to execute, deliver and record in the office of the recorder in which all or any part of the Property is situated an instrument by which grants to IMI the Royalty and subjects the amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to all of the burdens, conditions, obligations and terms of this Deed.

2.2 Payment of Royalty. GPL shall calculate the Royalty quarterly and Royalty payments shall be due and payable by the thirtieth (30th) day following the end of each calendar quarter during which GPL mines, removes or sells Minerals from the Property. GPL shall quarterly deliver to IMI a statement sufficient to allow IMI to determine the method of calculation of each Royalty payment and the accuracy of such payment. Each statement which GPL delivers to IMI shall be deemed to be correct and binding on IMI unless, within three (3) months following IMI's receipt of such statement, IMI notifies GPL in writing that it disputes the correctness of such statement and specifies its objections. If GPL does not timely pay the Royalty, IMI may give written notice to GPL that GPL is in default of its obligations under this Deed, and unless within five (5) business days following receipt by GPL of such notice IMI receives the delinquent Royalty payment, then GPL shall pay interest on the delinquent payment at the Interest Rate which shall accrue from the day the delinquent Royalty payment was due to the date of payment of the Royalty and accrued interest. GPL shall pay all of IMI's attorney's fees and all other costs incurred by IMI to collect the delinquent Royalty payment.

2.3 Production Records. GPL shall keep accurate, correct and true accounts, books and records of all of its activities, operations and the production and sale of Minerals on or from the Property.

2.4 Delivery of Payments. GPL shall deliver all payments payable to IMI under this Deed to IMI on or before the due date by check or wire transfer to an account designated by IMI.

2.5 Royalty Purchase Option. GPL shall have the option to purchase one-half of the Royalty representing 0.75% of the Net Smelter Returns (the "Royalty Option") at any time within twenty-five years after the Effective Date. The purchase price payable on exercise of the Royalty Option shall be Two Million Dollars (\$2,000,000) United States currency. GPL shall deliver written notice of its exercise of the Royalty Option and the parties shall close the purchase and sale of the portion of the Royalty not less than thirty (30) days following GPL's delivery of its notice. On the closing, IMI shall execute and deliver to GPL (a) a conveyance of the purchased Royalty increment; (b) a declaration of value to be submitted on recording of the conveyance; and (c) an affidavit compliant with Section 1445 of the Internal Revenue Code affirming that IMI is not a nonresident foreign taxpayer for purposes of withholding federal income tax on GPL's payment of the purchase price for the Royalty. GPL shall deliver the purchase price for the purchased Royalty by wire transfer to an account which IMI designates.

3. Commingling. GPL shall have the right to commingle Minerals from the Property with minerals mined from other properties. Before GPL commingles any Minerals produced from the Property with minerals from other properties, the Minerals produced from the Property and other properties shall be measured and sampled in accordance with sound mining and metallurgical practices for metal, commercial minerals and other appropriate content. IMI shall have the right to have a representative present, at its sole expense and risk, at the time such samples and measurements are taken. IMI's representatives shall have the right to secure sample splits for the purpose of confirming the accuracy of all such samples and measurements. GPL shall keep detailed accounts and records of all such samples and measurements. From this information, GPL shall determine the amount of the Royalty due and payable to IMI for Minerals produced from the Property which are commingled with minerals from other properties.

4. Stockpiling. GPL may stockpile any materials, Minerals or ores from the Property at such place or places as GPL elects. If GPL stockpiles or holds an inventory of any dore or other Minerals that have been processed and are in the form that is saleable without sale for more than one hundred twenty (120) days, such dore and other Minerals shall be deemed to have been sold on the last day of the one hundred twenty (120) day period and GPL shall pay to IMI the Royalty due to IMI on such deemed sale. Before GPL stockpiles or stores materials, Minerals or ores off the Property, GPL shall first execute and cause the owner of such other property to execute a written instrument which recognizes IMI's Royalty interest in and to the stockpiled materials, Minerals or ores and assures and grants to IMI and GPL rights of access and use so as to process or retrieve such the materials, Minerals or ores.

5. Information and Data. GPL shall provide data and information as follows.

5.1 Delivery of Information and Data. From the date of execution of this Deed and for the duration of the term of this Deed, GPL shall deliver to IMI upon request the following data and information relating to operations on the Property.

a. All material and non-interpretive data relating to exploration results on the Property, including without limitation all drill logs, assay reports, drill hole location maps, drill hole surveys and all results of geochemical, geophysical and geological surveys.

b. Such requests shall not exceed one per calendar year, and shall conform to GPL reporting periods.

5.2 Proprietary Information. Notwithstanding any of the foregoing to the contrary, IMI acknowledges that GPL will not provide specific information relating to or which might reveal the nature of certain proprietary methodologies or technologies developed by GPL, although GPL will disclose to IMI the location of any exploration targets on the Property generated by such proprietary methodologies or technologies. In addition, in the event that GPL develops in the future any proprietary methodologies, technologies or processes which are maintained by GPL as confidential and which GPL reasonably believes does or may constitute a competitive business advantage, the methodologies, technologies and processes, but not the results generated by them,

shall be withheld from IMI pursuant to this Deed.

5.3 Confidentiality. IMI shall not, without GPL's prior written consent, disclose to any third party (excluding, however, any representative, affiliate, agent, consultant or contractor of IMI who has a bona fide need to be informed, subject to the execution by such third party of a confidentiality agreement in conformance with the provisions of this section) any information or data which GPL delivers to IMI concerning operations, including exploration, on the Property which is not generally available to the public; provided, however, that upon not less than five (5) days' prior written notice to GPL stating the nature and content of a proposed disclosure, IMI may disclose information or data pertaining to the Property: (a) to any third party to whom IMI in good faith anticipates selling or assigning all or part of IMI's interest or (b) to any lender from whom IMI is borrowing funds based upon or secured by its interest in the Property, provided that IMI shall have been provided with the confidentiality agreement executed by such third party in conformance with the provisions of this section. If a disclosure is required for compliance with applicable laws, rules, regulations or orders of any governmental agency or stock exchange having jurisdiction, IMI shall provide as much prior notice to GPL of the nature and contents of the proposed disclosure, for the review and comment of GPL, as is reasonably possible in the circumstances.

6. Inspections. IMI, or its authorized agents or representatives, not more than twice annually, may enter upon all surface and subsurface portions of the Property for the purpose of inspecting the Property and all improvements and operations on the Property, as well as inspecting and copying all accounts and records, including without limitation such accounts and records which are maintained or stored digitally or electronically, pertaining to all exploration, development and mining operations on or relating to the Property, the improvements or GPL's operations. IMI shall deliver five (5) business days advance written notice to GPL of IMI's intention to exercise its rights under this Section, provided, that GPL recognizes there may be occasions when it is convenient or necessary for IMI's representatives to schedule visits on less than five (5) business days' notice and GPL shall consider waiving the advance notice request if, in its sole discretion, it determines such waiver will not constitute an unreasonable burden. IMI's agents and representatives shall enter the Property at their own expense and risk and shall conduct their inspection in a manner which does not hinder or interrupt unreasonably GPL's operations.

7. Compliance with Laws, Reclamation, Environmental Obligations and Indemnities.

7.1 Compliance with Laws. GPL shall at all times comply with all applicable federal, state and local laws, regulations and ordinances relating to GPL's activities and operations on or relating to the Property.

7.2 Reclamation, Environmental Obligations and Indemnities. GPL shall perform all reclamation required under federal, state and local laws, regulations and ordinances relating to GPL's activities or operations on or relating to the Property. GPL shall defend, indemnify and hold harmless IMI from and against any and all actions, claims, costs, damages,

expenses (including attorney's fees and legal costs), liabilities and responsibilities arising from or relating to GPL's activities or operations on or relating to the Property, including those under laws, regulations and ordinances intended to protect or preserve the environment or to reclaim the Property. GPL's obligations under this Section shall survive the abandonment, surrender or transfer of the Property.

8. Title Maintenance.

8.1 Title Maintenance and Taxes. GPL shall maintain title to the Property, including without limitation, paying when due all taxes on or with respect to the Property and doing all things and making all payments necessary or appropriate to maintain the right, title and interest of GPL and IMI, respectively, in the Property and under this Deed. GPL shall perform all required assessment work on, pay all mining claim maintenance fees and make such filings and recordings as are necessary to maintain title to the Property in accordance with applicable federal and state laws and regulations. GPL shall perform its obligations under this Section 8.1 not less than thirty (30) days before the applicable statutory or regulatory deadline for performance and shall provide proof of GPL's performance within 10 days of completing such filings and recordings.

8.2 Amendment of Mining Laws. The parties acknowledge that legislation for the amendment or repeal of the mining laws of the United States applicable to the Property has been, and may be, considered by the United States Congress. The parties desire to insure that any and all interests of the parties in the lands subject to the unpatented mining claims which comprise all or part of the Property, including any rights or interests acquired in such lands under the mining laws as amended, repealed or superseded, shall be part of the Property and shall be subject to the Agreement. If the mining laws applicable to the unpatented mining claims subject to this Deed are amended, repealed or superseded, the termination or conversion of IMI's interest in the Property pursuant to such amendment, repeal or supersession of the mining laws shall not be considered a deficiency or defect in IMI's title in the Property, and GPL shall have no right or claim against IMI resulting from the conversion, diminution, or loss of IMI's interest in and to the Property except as expressly provided in this Deed.

If pursuant to any amendment or supersession of the mining laws IMI is granted the right to convert its interest in the unpatented mining claims comprising the Property to a permit, license, lease, or other right or interest, all converted interests or rights shall be deemed to be part of the Property subject to this Deed. Upon the grant or issuance of such converted interests or rights, the parties shall execute and deliver an addendum to this Deed, in recordable form, by which such converted interests or rights are made subject to this Deed.

8.3 Amendment and Relocation of Claims. GPL shall have the right to amend or relocate any of the unpatented mining claims subject to this Deed which GPL reasonably deems advisable to amend or relocate. All amended or relocated claims shall be part of the mining claims subject to this Deed and the parties will promptly after amendment or location of such claims

execute, deliver and record an addendum to this Deed to such effect.

9. Abandonment or Surrender of Property. If GPL intends to abandon or surrender any of the Property (the "Abandonment Property"), GPL shall first give notice of such intention to IMI at least forty-five (45) days in advance of the proposed date of abandonment or surrender. At any time before the date of GPL's proposed abandonment or surrender the Abandonment Property, IMI may deliver notice to GPL that IMI desires that GPL convey the Abandonment Property to IMI. If IMI does not timely request reconveyance of the Abandonment Property, IMI's right to do so shall be irrevocably terminated and GPL may abandon or surrender the Abandonment Property. Effective on GPL's abandonment, surrender or transfer to IMI of the Abandonment Property, GPL's obligations to pay the Royalty shall terminate with respect to the Abandonment Property, subject to GPL's obligations under Section 8. If GPL transfers the mining claims to IMI it shall do so (a) by quitclaim and without warranty whatsoever, (b) upon the express agreement of IMI to accept any and all liabilities whatsoever associated with such mining claims resulting from operations by IMI following re-transfer of the mining claims to IMI, and (c) upon the express agreement of IMI to defend, hold harmless and indemnify GPL for any and all claims, damages, costs and expenses associated with any such liabilities associated with IMI operations subsequent to re-transfer of the mining claims. Anything to the contrary in this Agreement notwithstanding, GPL shall remain obligated under Section 7.2 following re-transfer of the mining claims to IMI.

10. No Development Covenants. GPL shall be the sole judge of the timing, rate, manner and method of production from the Property and may delay, suspend, curtail, cease and modify any and all operations as it in its sole discretion may deem appropriate. IMI's interest in the Property shall be solely that of a non-participating royalty holder and it shall have no rights to participate or influence management or decision-making regarding operations on the Property. The parties expressly disclaim any implied covenants of diligence with respect to operations on the Property, including without limitation all exploration, development, mining and processing operations, and IMI acknowledges that it has received express consideration in this Deed in lieu of any such implied covenants.

11. Nature of Relationship. Nothing in this Deed shall be deemed to constitute either party the partner of the other, nor to constitute either party the agent or legal representative of the other, nor to create any fiduciary relationship between them. It is not the intention of the parties to create, nor shall this Deed be construed to create, any mining, commercial or other partnership. Neither party shall have any authority to act for or to assume any obligation or responsibility on behalf of the other party, except as otherwise expressly provided in this Deed. The rights, duties, obligations and liabilities of the parties shall be several and not joint or collective. It is the express purpose and intention of the parties that IMI shall receive only the production royalty interests in the Property and the contractual rights provided in this Deed and that IMI shall have no other right, title or interest in and to the Property.

12. General Provisions.

12.1 Conflict. If a conflict arises between the provisions of this Deed and the provisions of the Agreement, the provisions of the Agreement shall prevail.

12.2 Additional Documents. The parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Deed.

12.3 Binding Effect. All of the covenants, conditions, and terms of this Deed shall bind and inure to the benefit of the parties and their successors and assigns.

12.4 Governing Law. This Deed is to be governed by and construed under the laws of the State of Nevada. Any dispute concerning the construction or enforcement of this Deed shall be heard in the Second Judicial District Court, Washoe County, Reno, Nevada.

12.5 Attorney's Fees. If any legal action or proceeding (whether in arbitration or judicial) is commenced by any party against any other party in connection with the enforcement, execution, interpretation or negotiation of this Deed or for the breach of any covenant or obligation in this Deed, the prevailing party in any such action or proceeding shall be entitled to recover from the other party its reasonable attorney's fees and costs, including any such fees and costs associated with an appeal of any award or judgment.

12.6 No Waiver. No waiver of any breach or default of any one or more of the conditions, covenants or obligation of this Deed by any party shall be deemed to constitute or imply a waiver of a breach or default of any other covenant or obligation in this Agreement or of a breach or default of the same covenant or obligation in the future.

12.7 Time of Essence. Time is of the essence in this Deed.

12.8 Notices. Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to IMI:

Ivy Minerals, Inc.
501 King Street
P.O. Box 1408
Beaufort, SC 29901
cgivyl@gmail.com

Golden Pick LLC
2215 North Fifth Street
Elko, Nevada 89801
Attention: Land Department
nevadaland@mcewenmining.com

Golden Pick LLC

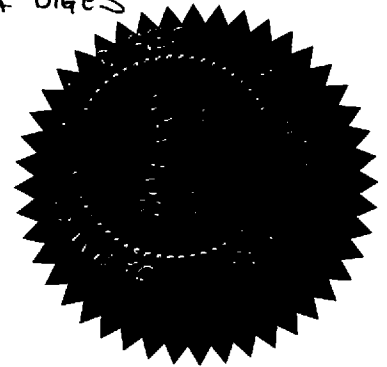
By Andrew Taboni
Name Andrew Taboni
Title Secretary & Treasurer

By _____
Conway G. Ivy, President

PROVINC
-STATE OF ONTARIO)
)ss.
COUNTY OF TORONTO)
CITY

This Deed was acknowledged before me on July 25, 2019, by Andrew Labani, as Secretary & Treasurer of Golden Pick LLC

Notary Public
CARMEN LYDIA DICES



If to GPL:

Golden Pick LLC
2215 North Fifth Street
Elko, Nevada 89801
Attention: Land Department
nevadaland@mcowernmilling.com

This Deed is effective on the date when it has been executed by all parties.

Golden Pick LLC

By _____
Name _____
Title _____

Ivy Minerals, Inc.

By Conway G. Ivy
Conway G. Ivy, President

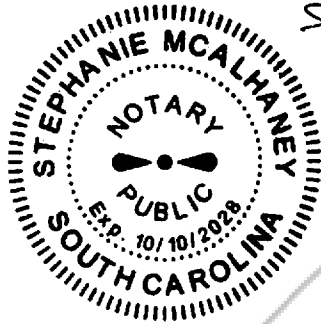
STATE OF _____)
)ss.
COUNTY OF _____)

This Deed was acknowledged before me on July __, 2019, by _____, as
_____ of Golden Pick LLC

Notary Public

STATE OF SOUTH CAROLINA)
)ss.
COUNTY OF BEAUFORT)

This Deed was acknowledged before me on July 25, 2019, by Conway G. Ivy, as President of Ivy Minerals, Inc.



Stephanie McAlhany
Notary Public

A small, handwritten mark or signature in the bottom right corner of the page.

Exhibit 1
Description of Property
Unpatented Mining Claims, Eureka County, Nevada

Claim Name	BLM NMC Serial #	Eureka County Recording		Location Date
MANY 1	1096056	225279	558/43	9/5/2013
MANY 2	1096057	225280	558/44	9/5/2013
MANY 3	1096058	225281	558/45	9/5/2013
MANY 4	1096059	225282	558/46	9/5/2013
MANY 5	1096060	225283	558/47	9/5/2013
MANY 6	1096061	225284	558/48	9/5/2013
MANY 7	1096062	225285	558/49	9/5/2013
MANY 8	1096063	225286	558/50	9/5/2013
MANY 9	1096064	225287	558/51	9/5/2013
MANY 10	1096065	225288	558/52	9/5/2013
MANY 11	1096066	225289	558/53	9/5/2013
MANY 12	1096067	225290	558/54	9/5/2013
MANY 13	1096068	225291	558/55	9/6/2013
MANY 14	1096069	225292	558/56	9/6/2013
MANY 15	1096070	225293	558/57	9/6/2013
MANY 16	1096071	225294	558/58	9/6/2013
MANY 17	1096072	225295	558/59	9/6/2013
MANY 18	1096073	225296	558/60	9/6/2013
MANY 19	1096074	225297	558/61	9/6/2013
MANY 20	1096075	225298	558/62	9/6/2013
MANY 21	1096076	225299	558/63	9/6/2013
MANY 22	1096077	225300	558/64	9/6/2013
MANY 25	1096078	225301	558/65	9/5/2013
MANY 26	1096079	225302	558/66	9/5/2013
MANY 27	1096080	225303	558/67	9/6/2013
MANY 28	1096081	225304	558/68	9/6/2013
MANY 29	1096082	225305	558/69	9/6/2013
MANY 30	1096083	225306	558/70	9/6/2013
MANY 31	1096084	225307	558/71	9/6/2013
MANY 32	1096085	225308	558/72	9/6/2013
MANY 33	1096086	225309	558/73	9/6/2013
MANY 34	1096087	225310	558/74	9/6/2013
MANY 35	1096088	225311	558/75	9/6/2013
MANY 36	1096089	225312	558/76	9/6/2013
MANY 37	1096090	225313	558/77	9/6/2013
MANY 38	1096091	225314	558/78	9/6/2013
MANY 39	1096092	225315	558/79	9/6/2013
MANY 40	1096093	225316	558/80	9/6/2013
MANY 41	1096094	225317	558/81	9/6/2013
MANY 42	1096095	225318	558/82	9/6/2013
MANY 72	1096125	225348	558/112	9/20/2013
MANY 73	1096126	225349	558/113	9/20/2013

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) N/A - unpatented mining claims
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
i) ☒ Other

FOR RECORDERS OPTIONAL USE ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 0
Transfer Tax Value: \$ _____
Real Property Transfer Tax Due: \$ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: (8)
b. Explain Reason for Exemption: _____
Unpatented mining claims

5. Partial Interest: Percentage being transferred: _____ %

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 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 Buyer
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Golden Pick LLC
Address: 2215 North 5th Street
City: Elko
State: Nevada Zip: 89801

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Ivy Mineral Inc.
Address: 501 King Street
City: Beaufort
State: SC Zip: 29902

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Thomas P. Erwin Escrow # _____
Address: 241 Ridge Street, Suite 210
City: Reno State: NV Zip: 89501

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) N/A - unpatented mining claims
b) _____
c) _____
d) _____

2. Type of Property:

- | | | | |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input checked="" type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 0
Transfer Tax Value: \$ _____
Real Property Transfer Tax Due: \$ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: (8)
b. Explain Reason for Exemption: _____
Unpatented mining claims

5. Partial Interest: Percentage being transferred: _____ %

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 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 _____

Capacity Treasurer & Secretary

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Golden Pick LLC
Address: 2215 North 5th Street
City: Elko
State: Nevada Zip: 89801

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Ivy Mineral Inc.
Address: 501 King Street
City: Beaufort
State: SC Zip: 29902

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Thomas P. Erwin Escrow # _____
Address: 241 Ridge Street, Suite 210
City: Reno State: NV Zip: 89501

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)