

MCEWEN MINING NEVADA INC



LISA HOEHNE, CLERK RECORDER E08

APN – N/A royalty only
Recorded at the request of
and when recorded return to:
Eureka Moly LLC
790 Commercial St., Suite B
Elko, NV 89801

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 McEwen Mining Nevada Inc., a Delaware corporation (“Grantor”), whose address is 150 King Street West, Suite 2800, Toronto, Ontario M5H 1J9, and Eureka Moly LLC, a Delaware limited liability company (“Grantee”), whose address is 1726 Cole Blvd # 115, Lakewood, Colorado 80401.

Recitals

A. Grantor and Grantee are parties to the Purchase Agreement dated effective 8/1, 2020 (the “Agreement”), in accordance with which Grantor agreed to grant and transfer to Grantee a mineral production royalty in the WW unpatented mining claims situated in Eureka County, Nevada, more particularly described in Exhibit A, Part 1, attached to and by this reference incorporated in this Deed (collectively the “Property”).

B. Grantor and Grantee 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 Deed, shall have the meanings described below:

1.1 “Grantor” means McEwen Mining Nevada Inc., a Delaware corporation, and its successors and assigns.

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

1.3 “Grantee” means Eureka Moly LLC, a Delaware limited liability company, and its successors and assigns.

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

1.5 “McEwen Claims” means the unpatented mining claims situated in Eureka County, Nevada, more particularly described in Exhibit A, Part 2, which are not subject to the Royalty.

1.6 “Net Smelter Returns” shall have the meaning and shall be calculated in accordance with Exhibit 1 attached to and by this reference incorporated in this Deed.

1.7 “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 Grantor 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 mined from and stockpiled on the Property on the Effective Date.

1.8 “Property” means the WW unpatented mining claims situated in Eureka County, Nevada, more particularly described in Exhibit A, Part 1.

1.9 “Royalty” means the production royalty granted and payable by Grantor to Grantee in accordance with this Deed.

2. **Royalty.** Grantor conveys, grants and transfers to Grantee and Grantor agrees and covenants to pay to Grantee a production royalty equal to one percent (1.0%) of the Net Smelter Returns from the production of Minerals from the portions of the Property described in Section 2.1. The Royalty shall automatically expire and terminate on Grantor’s payment to Grantee of Royalty payments equal to One Million Dollars (\$1,000,000.00) or on Grantor’s exercise and closing of the option to purchase the Royalty in accordance with Section 2.4

2.1 **Burden on Property.** The Royalty shall burden and run only with the portions of the Property which the parties have determined do not conflict or overlie the unpatented mining claims owned by Grantor and its affiliates described in Exhibit A, Part 2 (collectively the “McEwen Claims”) as provided in Section 7.1 of the Agreement, and as described in Exhibit A, Part 3. The Royalty shall burden any amendments, conversions to a lease or other form of tenure, relocations or patent of such portions of the unpatented mining claims included in the Property. 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, Grantor agrees and covenants to execute, deliver and record in the office of the recorder an instrument by which Grantor grants to Grantee 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.** Grantor 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 Grantor mines, removes or sells Minerals from the Property. Grantor shall quarterly deliver to Grantee a statement sufficient to allow Grantee to determine the method of calculation of each Royalty payment and the accuracy of such payment. Each statement which Grantor delivers to Grantee shall be deemed to be correct and binding on Grantee unless, within eighteen (18) months following Grantee's receipt of such statement, Grantee notifies Grantor in writing that it disputes the correctness of such statement and specifies its objections. If Grantor does not timely pay the Royalty, Grantee may give written notice to Grantor that Grantor is in default of its obligations under this Deed, and unless within five (5) business days following receipt by Grantor of such notice Grantee receives the delinquent Royalty payment, then Grantor 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. Grantor shall pay all of Grantee's attorney's fees and all other costs incurred by Grantee to collect the delinquent Royalty payment.

2.3 Production Records. Grantor 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 Royalty Purchase Option. Grantee grants to Grantor the option and right to purchase the Royalty for the price of One Million Dollars (\$1,000,000.00). If Grantor elects to exercise the option, it shall notify Grantee. Grantor shall pay the Royalty purchase price within thirty (30) days after delivery of Grantor's notice of exercise. On the closing of the option, Grantor's obligation to pay the Royalty shall terminate, and Grantee shall have no right, title, or interest in or to the Property or the Royalty.

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

3. Commingling. Grantor shall have the right to commingle Minerals from the Property with minerals mined from other properties. Not less than sixty (60) days before commencement of commingling, Grantor shall notify Grantee and shall deliver to Grantee Grantor's proposed commingling plan for Grantee's review. Before Grantor 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. Grantee shall have the right to have a representative present at the time such samples and measurements are taken. Grantee's representatives shall have the right to secure sample splits for the purpose of confirming the accuracy of all such samples and measurements. Grantor shall keep detailed accounts and records of all such samples and measurements. From this information, Grantor shall determine the amount of the Royalty due and payable to Grantee for Minerals produced from the Property which are commingled with minerals from other properties.

4. Stockpiling. Grantor may stockpile any materials, Minerals or ores from the Property at such place or places as Grantor elects.

5. Reports. Grantor 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, Grantor shall deliver to Grantee not less than annually or otherwise shall make available a summary of Grantor's operations on the Property which will include exploration results on the Property.

5.2 Proprietary Information. Grantee acknowledges that Grantor will not provide specific information relating to or which might reveal the nature of certain proprietary methodologies or technologies developed by Grantor.

5.3 Confidentiality. Grantee shall not, without Grantor's prior written consent, disclose to any third party (excluding, however, any representative, affiliate, agent, consultant or contractor of Grantee 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 Grantor delivers to Grantee 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 Grantor stating the nature and content of a proposed disclosure, Grantee may disclose information or data pertaining to the Property: (a) to any third party to whom Grantee in good faith anticipates selling or assigning all or part of Grantee's interest or (b) to any lender from whom Grantee is borrowing funds based upon or secured by its interest in the Property, provided that Grantee 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, Grantee shall provide as much prior notice to Grantor of the nature and contents of the proposed disclosure, for the review and comment of Grantor, as is reasonably possible in the circumstances.

6. Inspections. Grantee, or its authorized agents or representatives, not more than once annually, may enter upon all surface and subsurface portions of the Property for the purpose of inspecting the Property. Grantee shall deliver five (5) business days' advance written notice to Grantor of Grantee's intention to exercise its rights under this Section, provided, that Grantor recognizes there may be occasions when it is convenient or necessary for Grantee's representatives to schedule visits on less than five (5) business days' notice and Grantor shall consider waiving the advance notice request if, in its sole discretion, it determines such waiver will not constitute an unreasonable burden. Grantee'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 Grantor's operations and which complies with applicable federal and state laws and regulations and Grantor's safety regulations and rules.

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

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

7.2 Reclamation, Environmental Obligations and Indemnities. Grantor shall perform all reclamation required under federal, state and local laws, regulations and ordinances relating to Grantor's activities or operations on or relating to the Property. Grantor shall defend, indemnify and hold harmless Grantee 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 Grantor'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. Grantor's obligations under this Section shall survive the abandonment, surrender or transfer of the Property.

8. Title Maintenance.

8.1 Title Maintenance and Taxes. Grantor 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 Grantor and Grantee, respectively, in the Property and under this Deed. Grantor 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. Grantor shall perform its obligations under this Section 8.1 not less than thirty (30) days before the applicable statutory or regulatory deadline for performance.

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 ensure 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 Grantee'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 Grantee's title in the Property, and Grantor shall have no right or claim against Grantee resulting from the conversion, diminution, or loss of Grantee'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 Grantee 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. Grantor shall have the right to amend or relocate any of the unpatented mining claims subject to this Deed which Grantor reasonably deems advisable to amend or relocate. All amended or new locations 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 Grantor intends to abandon or surrender any of the unpatented mining claims which are part of the Property (the "Abandonment Property"), Grantor shall first give notice of such intention to Grantee at least thirty (30) days in advance of the proposed date of abandonment or surrender. At any time before the date of Grantor's proposed abandonment or surrender of the Abandonment Property, Grantee may deliver notice to Grantor that Grantee desires to purchase the Property and that Grantor convey the Abandonment Property to Grantee. If Grantee does not timely request to purchase the Abandonment Property, Grantee's right to do so shall be irrevocably terminated and Grantor may abandon, sell or surrender the Abandonment Property. Effective on Grantor's abandonment, surrender or transfer to Grantee of the Abandonment Property, Grantor's obligations to pay the Royalty shall terminate with respect to the Abandonment Property. If Grantor transfers the Abandonment Property to Grantee, Grantor shall do so (a) by quitclaim and without warranty whatsoever, (b) upon the express agreement of Grantee to accept any and all liabilities whatsoever associated with the Abandonment Property, whether accrued or unaccrued, actual or contingent, past, present or future, and (c) upon the express agreement of Grantee to defend, hold harmless and indemnify Grantor for any and all claims, damages, costs and expenses associated with any such liabilities. Grantee shall pay to Grantor Forty-nine Thousand Dollars (\$49,000.00) as the purchase price.

10. No Development Covenants. Grantor 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. Grantee'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 Grantee 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 Grantee shall receive only the production royalty interests in the Property and the contractual rights provided in this Deed and that Grantee 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 Deed or of a breach or default of the same covenant or obligation in the future.

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 Grantee:

Eureka Moly LLC
c/o General Moly, Inc.
1726 Cole Blvd., Suite 115
Lakewood, CO 80401

With a copy to: Eureka Moly LLC
790 Commercial St., Suite B
Elko, NV 89801

If to Grantor: McEwen Mining Nevada Inc.
c/o McEwen Mining Inc.
150 King Street West, Suite 2800
Toronto, Ontario M5H 1J9

With a copy to: McEwen Mining Nevada Inc.
2215 N. 5th Street
Elko, Nevada, 89801

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

McEwen Mining Nevada Inc.

By Andrew Faboni
Name Andrew Faboni
Title V.P. Finance

Eureka Moly LLC

By _____
Name _____
Title _____ of Nevada Moly, LLC, Manager of
Eureka Moly LLC

With a copy to: Eureka Moly LLC
790 Commercial St., Suite B
Elko, NV 89801

If to Grantor: McEwen Mining Nevada Inc.
c/o McEwen Mining Inc.
150 King Street West, Suite 2800
Toronto, Ontario M5H 1J9

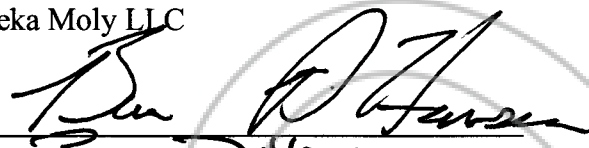
With a copy to: McEwen Mining Nevada Inc.
2215 N. 5th Street
Elko, Nevada, 89801

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

McEwen Mining Nevada Inc.

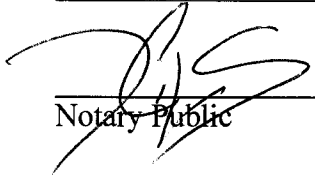
By _____
Name _____
Title _____

Eureka Moly LLC

By 
Name Bruce D. Hansen
Title CEO of Nevada Moly, LLC, Manager of
Eureka Moly LLC

City of Toronto)
Province of Ontario) ss.

This Royalty Deed was acknowledged before me on 30 July, 2020, by Andrew Jabara as the Vice-President, Finance of McEwen Mining Nevada Inc.

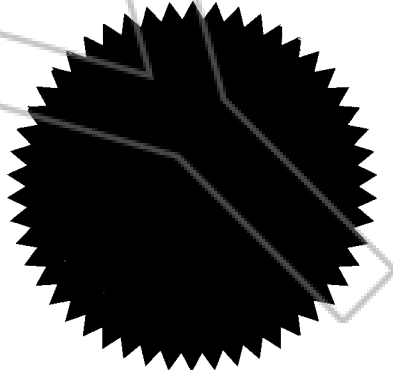


Notary Public

_____))
_____) ss.
_____))

This Royalty Deed was acknowledged before me on ____, 2020, by _____ as the _____ of Nevada Moly, LLC, Manager of Eureka Moly LLC

Notary Public



**Exhibit A
Royalty Deed
Description of Property
Unpatented Mining Claims
Eureka County, Nevada**

Part 1. WW Claims, Eureka County, Nevada.

In accordance with Section 2.1 of the Royalty Deed and Section 7.1 of the Purchase Agreement, the Royalty applies only to the portions of the WW Claims which do not overstate or overlie the McEwen Claims described in Part 2 of this Exhibit and which did not overstate or overlie the lands within certain other unpatented mining claims which were senior and in good standing when the WW Claims were located. The conflicts among the unpatented mining claims and the applicability of the Royalty to the unpatented mining claims are described in Part 3 of this Exhibit.

<u>Claim</u>	<u>Serial BLM NMC No.</u>
WW 25	NMC 948019
WW 26	NMC 948020
WW 33	NMC 948027
WW 50	NMC 948035
WW 51	NMC 948036
WW 52	NMC 948037
WW 53	NMC 948038
WW 54	NMC 948039
WW 55	NMC 948040
WW 56	NMC 948041
WW 57	NMC 948042
WW 58	NMC 948043
WW 59	NMC 948044
WW 60	NMC 948045
WW 61	NMC 948046
WW 73	NMC 948050
WW 80	NMC 948054
WW 81	NMC 948055
WW 82	NMC 948056
WW 83	NMC 948057
WW 84	NMC 948058
WW 85	NMC 948059
WW 86	NMC 948060
WW 17	NMC 949520
WW 18	NMC 949521

Part 2. McEwen Claims, Eureka County Nevada.

<u>Claim</u>	<u>BLM NMC No.</u>	<u>Location Date</u>	<u>Claimant</u>
SOREN 17	NMC 896392	2/10/2005	Golden Pick LLC
SOREN 18	NMC 896393	2/10/2005	Golden Pick LLC
SOREN 35	NMC 896410	2/11/2005	Golden Pick LLC
SOREN 36	NMC 896411	2/11/2005	Golden Pick LLC
SOREN 53	NMC 896428	2/11/2005	Golden Pick LLC
KOBEH 2232	NMC 637556	10/15/1991	MMNI
NICKEL 8	NMC 674820	11/20/1992	MMNI
SW 6	NMC 838782	10/31/2002	MMNI
SW 8	NMC 838784	10/31/2002	MMNI
SW 10	NMC 838786	10/31/2002	MMNI
SW 12	NMC 838788	10/31/2002	MMNI
SW 29	NMC 838805	10/30/2002	MMNI
SW 30	NMC 838806	10/30/2002	MMNI

Part 3. Description of Mining Claim Conflicts.

Claim	BLM NMC No.	Applicability of Royalty	Conflicting Claims
WW 25	NMC 948019	Royalty applies to portion.	NICKEL 8, NMC 674820
WW 26	NMC 948020	Royalty applies to portion.	NICKEL 8, NMC 674820
WW 33	NMC 948027	Royalty applies to portion.	KOBEH 2232, NMC 637556
WW 50	NMC 948035	Royalty applies to portion.	SOREN 53, NMC 896428
WW 51	NMC 948036	Royalty applies to portion.	SOREN 53, NMC 896428
WW 52	NMC 948037	Royalty applies to portion.	SOREN 36, NMC 896411
WW 53	NMC 948038	Royalty applies to portion.	SOREN 36, NMC 896411
WW 54	NMC 948039	Royalty applies to portion.	SOREN 35, NMC 89410 SOREN 36, NMC 896411
WW 55	NMC 948040	Royalty applies to portion.	SOREN 35, NMC 89410
WW 56	NMC 948041	Royalty applies to portion.	SOREN 35, NMC 89410
WW 57	NMC 948042	Royalty applies to portion.	SOREN 18, NMC 896393
WW 58	NMC 948043	Royalty applies to portion.	SOREN 18, NMC 896393
WW 59	NMC 948044	Royalty applies to portion.	SOREN 17, NMC 896392 SOREN 18, NMC 896393
WW 60	NMC 948045	Royalty applies to portion.:	SOREN 17, NMC 896392
WW 61	NMC 948046	Royalty applies to portion.	SOREN 17, NMC 896392
WW 73	NMC 948050	Royalty applies to portion.	SW 29, NMC 838805 SW 30, NMC 838806 LONE 68, NMC 872808 VALLEY 7, NMC 887359 NoLM 11, NMC 867649 NoLM 13, NMC 867651 SW 12, NMC 838788
WW 80	NMC 948054	Royalty applies to portion.	SW 12, NMC 838788
WW 81	NMC 948055	Royalty applies to entire claim.	
WW 82	NMC 948056	Royalty applies to entire claim.	
WW 83	NMC 948057	Royalty applies to entire claim.	
WW 84	NMC 948058	Royalty applies to entire claim.	
WW 85	NMC 948059	Royalty applies to entire claim.	
WW 86	NMC 948060	Royalty applies to entire claim.	
WW 17	NMC 949520	Royalty applies to portion.	SW 6, NMC 838782 SW 8, NMC 838784 SW 10, NMC 838786
WW 18	NMC 949521	Royalty applies to portion.	SW 6, NMC 838782

Exhibit 1
Royalty Deed
Net Smelter Returns

Net Smelter Returns shall be:

- a. The gross amount received by McEwen from any mill, smelter, refinery, reduction works including hydrometallurgical processing and pressure leaching, mint or other purchaser in payment for Products mined from the Property and sold and delivered, less Allowable Deductions. If such Products are being shipped to a mill, smelter or other treatment facility owned, and/or operated by McEwen or any parent, affiliate or subsidiary, the net smelter returns as defined herein on which royalties are calculated shall be not less favorable to McEwen or any parent, affiliate or subsidiary than if such Products had been shipped to the nearest competitive custom mill or smelter which would accept said Products.
- b. "Allowable Deductions" means, to the extent borne by McEwen:
 - (i) sales, use, severance, and any other taxes on or measured by mineral production (but not federal or state income tax and not any State net proceeds of mine taxes);
 - (ii) actual cost of transportation (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of transportation) from the mine or, if the Products are processed, the plant producing the concentrates or other saleable Products, to the place of sale;
 - (iii) purchaser's smelting, refining and other treatment charges or costs; and
 - (iv) representation, assaying, and umpire costs and fees.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) _____
- 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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due \$ 0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 8

b. Explain Reason for Exemption: _____

Royalty Deed on unpatented Claims

5. Partial Interest: Percentage being transferred: NA %

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 Lindy Walsh Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: McEwen Mining Nevada Inc.
Address: 2215 N. 5th St.
City: Elko
State: NV Zip: 89801

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Eureka Moly LLC
Address: 1726 Cole Blvd. Ste 115
City: Lakewood
State: CO Zip: 80401

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

Print Name: McEwen Mining Nevada Escrow #: NA
Address: 2215 N. 5th St.
City: Elko State: NV Zip: 89801