

Assessor's Parcel Nos. – n/a unpatented mining claims

Recorded at the request of  
and when recorded return to:  
Hawkstone Mining Limited  
Ground Floor, 24 Outram Street  
West Perth, WA 6005 Australia  
Attention: Paul Lloyd

EUREKA COUNTY, NV	<b>2020-243218</b>
RPTT:\$0.00 Rec:\$37.00	
\$37.00 Pgs=34	<b>12/21/2020 04:13 PM</b>
PERKINS COIE	
LISA HOEHNE, CLERK RECORDER	E08

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

### **Deed With Reservation and Grant of Royalty Diamond Peak Project**

This Deed With Reservation of Royalty Diamond Peak Project ("Deed") is effective the date stated below (the "Effective Date") and made by and among Nedeel, LLC, a Nevada limited liability company, whose address is 400 Fairview Blvd, Incline Village, Nevada 89451, and Syncline Consulting, LLC, a California limited liability company, whose address is P.O. Box 2360, Kings Beach, CA 96143 (collectively, "Owner"), in favor of and to Hawkstone Nevada, Inc., a Nevada corporation, whose address is 3500 Washington Ave. Ste. 200, Houston, TX, 77007, ("Grantee").

#### **Recitals**

A. Owner and Hawkstone Mining Limited ("Obligor") are parties to the Sales Agreement – Diamond Peak Claims dated October 5, 2020 (the "Agreement"), as amended by that certain First Amendment to Sale Agreement dated effective October 5, 2020, by and among Owner, Hawkstone Mining Limited (ACN 008 720 223), and Grantee, concerning the DP unpatented mining claims situated in Eureka County and White Pine County, Nevada (collectively the "DP Claims") which are more particularly described in Exhibit A attached to and by this reference incorporated in this Deed and the Devils Canyon-01 to Devils Canyon-084 unpatented mining claims (collectively the "DC Claims") described in Exhibit B attached to and by this reference incorporated in this Deed.

B. Owner is the locator and record title holder of the DP Claims. Grantee is the locator and record title holder of the DC Claims. Collectively, the DP Claims and DC Claims are referred to as the "Property."

C. Owner and Grantee have completed the purchase and sale of the Property in accordance with the Agreement, and Owner desires to transfer all of its right, title, and interest in the Property to Grantee, subject to the mineral production royalty reserved by Owner (the "Reserved Royalty") and other rights granted to and reserved by Owner in this Deed.

D. In accordance with the Agreement, Grantee also desires to grant to Owner a mineral production royalty equal to three percent (3.0%) of the Net Smelter Returns in and on the DC

Diamond Peak Project 1

Claims (the “DC Royalty”) on the same terms and conditions as the Reserved Royalty and the terms and conditions of this Deed. Collectively the Reserved Royalty and DC Royalty are referred to as the “Royalty”.

## **Conveyance**

In consideration of the parties’ rights and obligations under the Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Conveyances.**

**1.1 Grant of Property.** Owner conveys and transfers to Grantee, and its assigns and successors forever, the Property and all of Owner’s right, title and interest in the Property, including after acquired title, except and subject to the Reserved Royalty, the DC Royalty, and the parties’ rights and obligations under this Deed.

**1.2 Grant of DC Royalty.** Grantee conveys and transfers to Owner, and its assigns and successors forever, the DC Royalty on the same terms and conditions as the Reserved Royalty as provided in Section 2. The DC Royalty shall be subject to Grantee’s option to purchase the Royalty in accordance with Section 2.4 of this Deed. The DC Royalty is granted to Nedeel, LLC as to an undivided fifty percent (50%) interest and to Syncline Consulting, LLC an undivided fifty percent (50%) interest.

**2. Fee and Royalty.** Grantee shall pay Owner the amount of three percent (3%) of all Exploration and Development Work Expenditures incurred by Grantee up until the commercial production of minerals from the Property (the “Fee”).

**2.1** Grantee shall pay the Fee on a quarterly basis and not later than thirty (30) days after the end of each calendar quarter. Grantee shall provide with the payment a detailed statement of the Exploration and Development Work Expenditures incurred by Grantee during the calendar quarter for which the Fee is paid, and, on Owner’s request, copies of the billings, invoices, and other records which substantiate the Exploration and Development Work Expenditures. Grantee’s obligation to pay the Fee shall terminate and Grantee’s obligation to pay the Royalty shall be effective on the commencement of production.

**2.2** On each anniversary of the Effective Date, for so long as Grantee is the owner of record title to the Property, Grantee must pay Owner the Fee in an amount not less than US\$15,000.

**2.3** If Owner disputes the calculation or amount of the Fee, it must give written notice to Grantee within ninety (90) days of receipt of such payment. If the parties are unable to resolve the dispute within forty-five (45) days after Owner’s delivery of notice, the parties may mutually agree to submit the dispute to private arbitration or mediation before initiation of suit.

**2.4** Grantee shall have the option to purchase the Fee and the Royalty at any

Diamond Peak Project 2

time up until the date which is four (4) years from Completion. The purchase price for the Fee and the Royalty shall be US\$3,000,000 in cash, or, if otherwise mutually agreed by Owner and Grantee, the shares of Obligor (the "Shares") or a combination of cash and Shares (the "Fee Price"). If Grantee elects to exercise the option, it shall notify Owner and the Parties shall close the purchase and sale of the Fee and the Royalty within thirty (30) days following receipt of Grantee's notice. On Grantee's payment of the Fee Price, Grantee's obligation to pay the Fee and the Royalty shall terminate with effect from the giving of the notice exercising the option. Owner shall execute and deliver to Grantee a deed of the Fee and the Royalty. Where the Parties agree that the purchase price for the Fee and the Royalty will be satisfied all or in part through the issue of Shares, the Australian dollar value to the U.S. dollar value (A\$:US\$) exchange rate prevailing at the relevant time will be used to determine the Australian dollar (A\$) value of the Shares to be issued.

**3. Royalty.** Owner grants, reserves and retains to Owner, and Owner's assigns and successors forever, and Grantee agrees and covenants to pay and grants to Owner, and Owner's assigns and successors, a production royalty based on the Net Smelter Returns, as defined in Exhibit C, from the production or sale of Minerals from the DP Claims, including any additions to the DP Claims resulting from the parties' location of unpatented mining claims within the boundaries of the DP Claims and in the Area of Interest. The Reserved Royalty is reserved and granted to Nedeel, LLC as to an undivided fifty percent (50%) interest and to Syncline Consulting, LLC an undivided fifty percent (50%) interest.

The Royalty percentage rate shall be three percent (3%) of the Net Smelter Returns, subject to Grantee's option to purchase the Royalty in accordance with this Deed.

**3.1 Payment of Royalty.** Grantee's obligation to pay the Royalty shall accrue and become due and payable upon the sale or shipment from the Property of unrefined metals, dore metal, concentrates, ores or other Minerals or Minerals Products in commercial quantities or, if refined metals are produced, upon the outturn of refined metals in commercial quantities meeting the requirements of the specified published price to Grantee's account. Grantee shall calculate, pay and report the Royalty in accordance with the provisions of Exhibit C. The Royalty shall be calculated and paid quarterly. Grantee shall pay Owner each quarterly Royalty payment on or before thirty (30) days following the month in which the Royalty payment obligation accrues.

**3.2 Production Records.** Grantee shall keep true and accurate accounts, books and records of all its activities, operations and production of Minerals on the Property. All books and records used by Grantee to calculate the Royalty payments shall be kept in accordance with generally accepted accounting principles applicable to the mining industry. When Grantee pays the Royalty, Grantee shall deliver to Owner a statement which shows in detail the quantities and grades of refined gold, silver or other metals or dore, concentrates or ores produced and sold or deemed sold by Grantee in the preceding month; the quarterly average gold price and quarterly average silver price, as applicable; costs and other deductions, and other pertinent information in detail to explain the calculation of the payment with respect to such month.

**3.3 Delivery of Payments.** Grantee shall pay all payments under this Deed by

wire transfers to the accounts which Nedeel, LLC and Syncline Consulting, LLC designate.

**3.4 Audit and Objections.** Upon reasonable notice and at a reasonable time, Owner shall have the right to audit and examine Grantee's accounts and records relating to the calculation of the Royalty payments. If such audit determines that there has been a deficiency or an excess in the payment made to Owner, such deficiency or excess shall be resolved by adjusting the next quarterly Royalty payment due Owner. Owner 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. Owner may object in writing to any statement of Royalty payment amount within one (1) year of the receipt by Owner of the relevant statement in respect of such Royalty payment or completion of the audit for any such statement, as applicable.

**3.5 Refinery Instructions.** At Owner's request Grantee shall execute and deliver to the smelter or refinery instructions for the deposit of Owner's share of the Net Smelter Returns, in cash or in kind, to an account established in Owner's name.

**3.6 Commingling.** Grantee shall have the right to commingle Minerals from the Property with mineral ores mined from other properties. Not less than sixty (60) days before commencement of commingling, Grantee shall notify Owner and shall deliver to Owner Grantee's proposed commingling plan for Owner's review. Before any Minerals from the Property are commingled with mineral ores from other properties, the Minerals from the Property and the mineral ores from other properties shall be measured and sampled in accordance with sound mining and metallurgical practices for metal, commercial minerals and other appropriate contents. Grantee shall prepare and maintain accurate records which show the measure measurements, assays of metal, commercial minerals, and other appropriate contents and penalty substances, and gross metal content of the Minerals from the Property and the mineral ores from other properties. From this information, Grantee shall determine the amount of the Royalty due and payable to Owner for Minerals produced from the Property commingled with mineral ores from other properties.

#### **4. Compliance with Laws, Reclamation, Environmental Obligations and Indemnities.**

**4.1 Compliance with Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations and ordinances relating to Grantee's activities and operations on or relating to the Property.

**4.2 Reclamation, Environmental Obligations and Indemnities.** Grantee shall perform all reclamation required under federal, state and local laws, regulations and ordinances relating to Grantee's activities or operations on or relating to the Property. Grantee shall defend, indemnify and hold harmless Owner 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 Grantee'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.

**4.3 Insurance.** Grantee shall use commercially reasonable efforts to maintain in good standing any policies of insurance maintained by Grantee in respect of the Property and Minerals Products and present all claims under such policies in a due and timely manner.

**5. Tailings and Residues.** All tailings, residues, waste rock, spoiled leach materials and other materials (collectively “Materials”) resulting from Grantee’s operations and activities on the Property shall be Grantee’s sole property, but shall remain subject to the Royalty if they are processed or reprocessed and Grantee receives revenues from such processing or reprocessing.

**6. Title Maintenance.**

**6.1 Title Maintenance and Taxes.** Grantee shall pay when due all taxes assessed or levied against the Property and any facilities or improvements located thereon (if any), other than income taxes.

**6.2 Claim Maintenance.** Grantee 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. Grantee shall deliver to Owner proof of Grantee’s compliance with this Section not less than thirty (30) days before the applicable statutory, regulatory, filing, payment and recording deadlines.

**6.3 Abandonment.** If Grantee intends to abandon or surrender any of the unpatented mining claims which are part of the Property (the “Abandonment Property”), Grantee shall first give notice of such intention to Owner at least ninety (90) days in advance of the proposed date of abandonment or surrender. At any time before the date of Grantee’s proposed abandonment or surrender of the Property Owner may deliver notice to Grantee that Owner desires Grantee to convey the Abandonment Property to Owner. In such case, within ten (10) business days after Grantee’s receipt of Owner’s notice, Grantee shall convey the Abandonment Property to Owner “as is” and free and clear of any claims, encumbrances or liens created by, through or under Grantee. If Owner does not timely request reconveyance of the Abandonment Property, Owner’s right to do so shall be irrevocably terminated and Grantee may abandon or surrender the Abandonment Property in Grantee’s sole and exclusive discretion. If Owner elects to acquire title to the Abandonment Property, Owner shall assume all liabilities and obligations in respect of the Abandonment Property.

**7. Burden on Property.** Grantee’s agreement and covenant to pay the Fee and the Royalty are covenants coupled with an interest in the Property and shall burden and run with the Property, including any additions to the Property and all 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, and the mineral products and proceeds of mineral products extracted and produced from the Property. On Grantee’s relocation of any of the unpatented mining claims which are part of the Property or on the amendment, conversion to a lease or other form of tenure, or patenting of any of the unpatented mining claims which comprise all or part of the Property, the parties agree and covenant to execute, deliver and record in the Office of the Eureka County Recorder and White Pine County Recorder, as applicable, an instrument by which

Grantee grants to Owner the Fee and the Royalty and subjects the newly located unpatented mining claims and any 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. This Deed and Grantee's Fee and Royalty obligation shall extend to and include any unpatented mining claims located by Owner and acquired by Grantee, or Grantee which are situated partially or entirely in the area of interest depicted in Exhibit A-1 attached to this Deed (the "Area of Interest"), including any unpatented mining claims located to appropriate any fractions or gaps among the unpatented mining claims. All such unpatented mining claims shall be part of the Property subject to the Fee and the Royalty. Grantee's obligations under this Section shall not apply to any unpatented mining claims or other property rights acquired by Grantee from a third party. The parties will promptly after the location of such unpatented mining claims execute and deliver an addendum to this Deed to such effect. The Fee and the Royalty shall be prior and superior to and shall bind the interest of any assignee of Grantee, including the beneficiary or grantee of any charge, encumbrance, lien, pledge or security interest and the purchaser of Grantee's interest in the Property on foreclosure of any such charge, encumbrance, lien, pledge or security interest.

## **8. General Provisions.**

**8.1 Entire Agreement.** This Deed constitutes the entire agreement between the parties. Each exhibit to this Deed will be considered incorporated into this Deed. Any amendments, or alternative or supplementary provisions, to this Deed must be made in writing and duly executed by the Parties.

**8.2 Severability.** Whenever possible, each provision of this Deed will be interpreted in such manner as to be effective and valid under law, but if any provision of this Deed is held to be invalid, illegal or unenforceable under any law in any jurisdiction, such invalidity, illegality or unenforceability will affect no other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof will be struck from the remainder of this Deed, which will remain in full force and effect. This Deed will be reformed, construed and enforced in such jurisdiction to best give effect to the intent of the Parties under this Deed.

**8.3 Non-Waiver.** The failure in any one or more instances of a Party to insist upon performance of the terms, covenants or conditions of this Deed or to exercise any right or privilege in this Deed conferred, or the waiver by such Party of any breach of the terms, covenants or conditions of this Agreement, will not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver will be effective unless it is in writing and signed by the waiving Party.

**8.4 Third-Party Beneficiaries.** This Deed is solely for the benefit of the Parties, and, except as set forth above, no provision of this Deed will be deemed to confer any remedy, claim or right upon any third party.

**8.5 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.

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

**8.7 No Partnership.** Nothing in this Deed shall be construed to create, expressly or by implication, a joint venture, mining partnership or other partnership relationship between the parties. Owner acknowledges and agrees that all decisions concerning methods, the extent, times, procedures and techniques of any (a) exploration, development and mining related to the Property; (b) leaching, milling, processing or extraction; (c) materials to be introduced on or to the Property or produced therefrom; and (d) decisions concerning the sale or other disposition of Minerals and Minerals Products from the Property, shall be made by Grantee in its sole and absolute discretion. Owner agrees that Grantee shall not be responsible to Owner for or obliged to make any Royalty payments for Minerals or Minerals Products value lost in any mining or processing of the Minerals or Minerals Products, unless such losses result from Grantee's negligence or willful misconduct.

**8.8 No Implied Covenants.** The Parties agree that there are no implied covenants or duties relating to or affecting any of their respective rights or obligations under this Deed, and that the only covenants or duties which affect such rights and obligations shall be those expressly stated in this Deed.

**8.9 Governing Law.** This Deed is to be governed by and construed under the laws of the State of Nevada. Any action or proceeding for the enforcement or construction of this Deed shall be commenced and heard in the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, Reno, Nevada.

**8.10 Attorney's Fees.** If either party named in this Deed brings an action to construe or enforce its terms, covenants or conditions, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs from the losing party.

**8.11 Time of Essence.** Time is of the essence in this Deed.

**8.12 Notices.** Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, email, 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 emails or facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to Owners:

Nedeel, LLC  
400 Fairview Blvd.  
Unit 11  
Incline Village, Nevada 89451

Diamond Peak Project 7

For the attention of: John Leeden

Syncline Consulting, LLC  
P.O. Box 2360  
Kings Beach, California 96143  
For the attention of: Stephanie Grocke

If to Grantee:

Hawkstone Nevada, Inc.  
c/o Hawkstone Mining Limited  
Ground Floor, 24 Outram Street  
West Perth, WA 6005 Australia  
For the attention of: Paul Lloyd

**8.13 Rule Against Perpetuities.** To the extent this Deed or the Royalty applies to any amendments or relocations of the unpatented mining claims made in accordance with the Mining Law of 1872, as from time-to-time amended, repealed, replaced or superseded, or any other federal law or regulation, including the conversion of any present interest in the unpatented mining claims included the Property to a lease, license, permit or other form of tenure or to any other rights or interests (including mineral rights) or to any other mineral or Property rights acquired by a party within the boundaries of the Property or the Area of Interest which becomes part of the Property subject to this Deed or the Royalty (each an "Acquired Interest"), the interest in such Acquired Interest shall vest on the date of acquisition. It is the express intention of the parties that each Acquired Interest shall vest within a period of time that complies with the Rule Against Perpetuities (Uniform Act), NRS 111.103 et seq, as it may be amended from time-to-time, to the extent the Rule Against Perpetuities applies, and, only if required by applicable law to vest during a period which is less than twenty-one (21) years from the effective date of this Deed, the term of the this Deed or the Royalty applicable to an Acquired interest shall end one (1) day before twenty-one (21) years from the effective date of this Deed, provided that the parties agree and covenant that if a court of competent jurisdiction finds that this Deed or the Royalty is invalid in any respect or that the Acquired Interest does not vest within a period compliant with the Rule Against Perpetuities, the court may reform this Deed or the Royalty and instrument by which the Acquired Interest was created or acquired in a manner that implements the parties' intentions such that the Acquired Interest is an effective and valid interest. In all events, the Royalty shall apply to any Acquired Interest acquired within a period which ends one (1) day before twenty-one (21) years from the date of execution of this Deed or the instrument by which the Royalty is granted or reserved, as applicable. To the extent permitted by law, the parties irrevocably release and waive the applicability of the Rule Against Perpetuities to any Acquired Interest or to any provision of this Deed or the Royalty. Each party agrees and covenants, for itself and its successors and assigns, that it will not commence any action or arbitration proceeding to declare the Acquired Interest or this Deed or the Royalty ineffective, invalid or void based on the Rule Against Perpetuities, and that it will not in any action or arbitration proceeding commenced by any party, including the other party to this Deed or its successors and assigns, assert as a claim for relief or as an affirmative

defense against any claim for relief for enforcement of this Deed or the Royalty or any instrument executed in accordance with this Deed that this Deed or the Royalty or the instrument is invalid or void based on the Rule Against Perpetuities. A party's default of its obligations under this Section shall constitute a material default and breach of this Deed or the instrument, as applicable.

**8.14 Assignment by Owner.** Owner may assign this Deed in whole or in part, and any rights and obligations under this Deed, without the written consent of Grantee, provided that (a) each assignee enters a written agreement with Grantee in form and substance satisfactory to Grantee, acting reasonably, to be bound by the provisions of this Deed in all respects and to the same extent as Owner is bound; and (b) notwithstanding the foregoing, Owner shall only remain liable for the obligations of Owner under this Deed which arise before such assignment and Owner shall not be liable for any obligations that arise thereafter.

**8.15 Assignment by Grantee.** Grantee shall be entitled to assign, sell, transfer, lease, mortgage, charge or otherwise encumber any of the Property and its rights and obligations under this Deed, provided each purchaser, transferee, lessee or assignee of the Property or this Deed agrees in advance in writing in favor of Owner to assume and be bound by and perform the terms of this Deed including, without limitation, this Section 9.12.

**8.16 Headings.** The headings in this Deed are for convenience of reference only and will not affect the meaning or interpretation of this Deed.

**8.17 Definitions.** As used in this Deed, the following terms shall have the meanings assigned to them as follows.

"Affiliate" means any person that directly or indirectly Controls, is Controlled by, or is under common Control with, a Party.

"Business Day" means a day other than a Saturday, Sunday or any other day on which federally chartered banks located in Reno, Nevada are not open for business.

"Control" used as a verb means, when used with respect to an entity, the ability, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity through (a) the legal or beneficial ownership of voting securities or ownership interests, (b) the right to appoint managers, directors or corporate management, (c) contract, (d) membership agreement, (e) voting trust, or otherwise; and, when used with respect to an individual, means the actual or legal ability to control the actions of another, through family relationship, agency, contract or otherwise; and "Control" used as a noun means an interest which gives the holder the ability to exercise any of the foregoing powers.

"Exploration and Development Work Expenditure" means expenditure by Grantee on Exploration or Development on the Property and within the Area of Interest. For the avoidance of doubt, the following are not included in this definition: (a) costs of acquisition, maintenance and administration of the Property (including any BLM payments); (b) administration costs, including

the administration of field offices; and (c) any fees incurred by Grantee to locate and maintain additional unpatented mining claims.

“Grantee” means Hawkstone Nevada, Inc. and includes any subsequent owner of the Property validly assigned the Grantee’s rights and obligations in respect of the Property.

“Loss” means an insured loss of or damage to Minerals and Minerals Products, whether occurring on or off the Property and whether the Minerals and Minerals Products are in the possession of Grantee or its Affiliates or otherwise.

“Minerals” means all Minerals and mineral materials, including gold, silver, platinum group metals, and rare earth metals, base metals (including antimony, chromium, cobalt, copper, lead, manganese, mercury, nickel, molybdenum, titanium, tungsten, zinc), boron, lithium, and other metals and mineral materials and geothermal resources which are on, in or under the Property or which after the Effective Date are discovered on, in or under the Property.

“Minerals and Minerals Products” means all Minerals mined from the Property and all concentrate, metal and other products derived from ore mined from the Property.

“Party” means a signatory to this Deed and “Parties” means all of them.

“Property” means the “DP Claims” and “DC Claims” as defined in the Recitals.

**8.15 Counterparts.** This Deed may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument, and delivery of an executed copy of this Deed by email transmission or by other means of electronic communication capable of producing a printed copy shall be deemed to be execution and delivery of this Deed as of the date first above written.

*[Signature Page to Follow]*

Dated effective November \_\_\_, 2020.

**Nedeel, LLC**

By \_\_\_\_\_  
John Leeden, Manager

By \_\_\_\_\_  
Cherie Leeden, Local Representative

**Syncline Consulting, LLC**

By \_\_\_\_\_  
Stephanie Grocke, Manager

\_\_\_\_\_) )  
\_\_\_\_\_) ss.  
\_\_\_\_\_)

This Deed With Reservation and Grant of Minerals Royalty Diamond Peak Project was acknowledged before me on November \_\_\_, 2020, by John Leeden as the Manager of Nedeel, LLC.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA ) )  
COUNTY OF WASHOE ) ss.  
\_\_\_\_\_)

This Deed With Reservation and Grant of Minerals Royalty Diamond Peak Project was acknowledged before me on November \_\_\_, 2020, by Cherie Leeden as the Local Representative of Nedeel, LLC.

\_\_\_\_\_  
Notary Public

STATE OF California )  
COUNTY OF Nevada ) ss.

This Deed With Reservation and Grant of Minerals Royalty Diamond Peak Project was acknowledged before me on November 5th, 2020, by Stephanie Grocke as the Manager of Syncline Consulting, LLC.

Andrew Connell  
Notary Public

SEE ATTACHED FOR  
NOTARIAL WORDING  
& SEAL

CORP

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of NEVADA

On 11/05/2020 before me, Andrew Connell, Notary Public  
(insert name and title of the officer)

personally appeared Stephanie Grocke,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in  
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

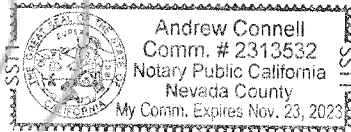
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Dated effective November 6<sup>th</sup>, 2020.

Nedeel, LLC

John Leeden

By \_\_\_\_\_  
John Leeden, Manager

By Cherie Leeden  
Cherie Leeden, Local Representative

Syncline Consulting, LLC

By \_\_\_\_\_  
Stephanie Grocke, Manager

\_\_\_\_\_) )  
\_\_\_\_\_) ss.  
\_\_\_\_\_) )

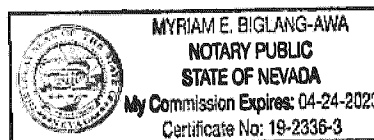
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\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
\_\_\_\_\_) ss.  
COUNTY OF WASHOE )

This Deed With Reservation and Grant of Minerals Royalty Diamond Peak Project was acknowledged before me on November 6<sup>th</sup>, 2020, by Cherie Leeden as the Local Representative of Nedeel, LLC.

Myriam E. Biglang-Awa  
\_\_\_\_\_  
Notary Public



Dated effective November \_\_\_, 2020.

**Nedeel, LLC**

By   
John Leeden, Manager

By \_\_\_\_\_  
Cherie Leeden, Local Representative

**Syncline Consulting, LLC**

By \_\_\_\_\_  
Stephanie Grocke, Manager

\_\_\_\_\_) )  
\_\_\_\_\_) ss.  
\_\_\_\_\_) )

This Deed With Reservation and Grant of Minerals Royalty Diamond Peak Project was acknowledged before me on November 11, 2020, by John Leeden as the Manager of Nedeel, LLC.

  
Notary Public

CARLISLE W.A. 6101  
12B Archer Street  
CARLISLE W.A. 6101

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This Deed With Reservation and Grant of Minerals Royalty Diamond Peak Project was acknowledged before me on November \_\_\_, 2020, by Cherie Leeden as the Local Representative of Nedeel, LLC.

\_\_\_\_\_  
Notary Public

**Hawkstone Nevada, Inc.,**  
a Nevada corporation

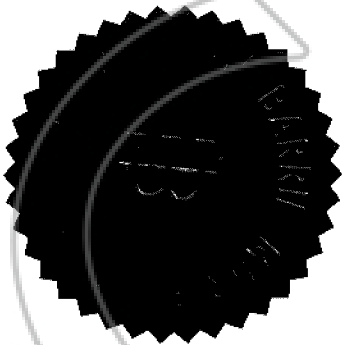
By P. Lloyd  
Name PAUL LLOYD  
Title DIRECTOR

State of Western Australia )  
City of Perth ) ss.

This Deed With Reservation and Grant of Minerals Royalty Diamond Peak Project was acknowledged before me on November 5, 2020, by PAUL LLOYD as the Director of Hawkstone Nevada, Inc., a Nevada corporation.

  
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Notary Public

IAN BARRIE MURIE  
16 Emerald Terrace  
West Perth Western Australia  
General Public Notary



**Exhibit A**  
**Description of DP Claims**  
**Eureka & White Pine Counties, Nevada**

**DP Claims:**

1. “DP 3” unpatented lode mining claim, BLM serial number NMC1197273, located in the SW¼ of Section 25, Township 25N, Range 54E, Eureka and White Pine Counties, State of Nevada.
2. “DP 4” unpatented lode mining claim, BLM serial number NMC1197274, located in the SW¼ of Section 25, Township 25N, Range 54E, Eureka and White Pine Counties, respectively, State of Nevada.
3. “DP 5” unpatented lode mining claim, BLM serial number NMC1197275, located in the SW ¼ of Section 25, Township 25N, Range 54E, Eureka and White Pine Counties, State of Nevada.
4. “DP 10” unpatented lode mining claim, BLM serial number NMC1197276, located in both the SW¼ and SE¼ of Section 25, Township 25N, Range 54E, White Pine County, State of Nevada.
5. “DP 11” unpatented lode mining claim, BLM serial number NMC1197277, located in the SW¼ and SE¼ of Section 25, Township 25N, Range 54E, White Pine County, State of Nevada.
6. “DP 12” unpatented lode mining claim, BLM serial number NMC1197278, located in the SW¼ and SE¼ of Section 25, Township 25N, Range 54E, Eureka and White Pine Counties, State of Nevada.

# Exhibit A-1

## Area of Interest

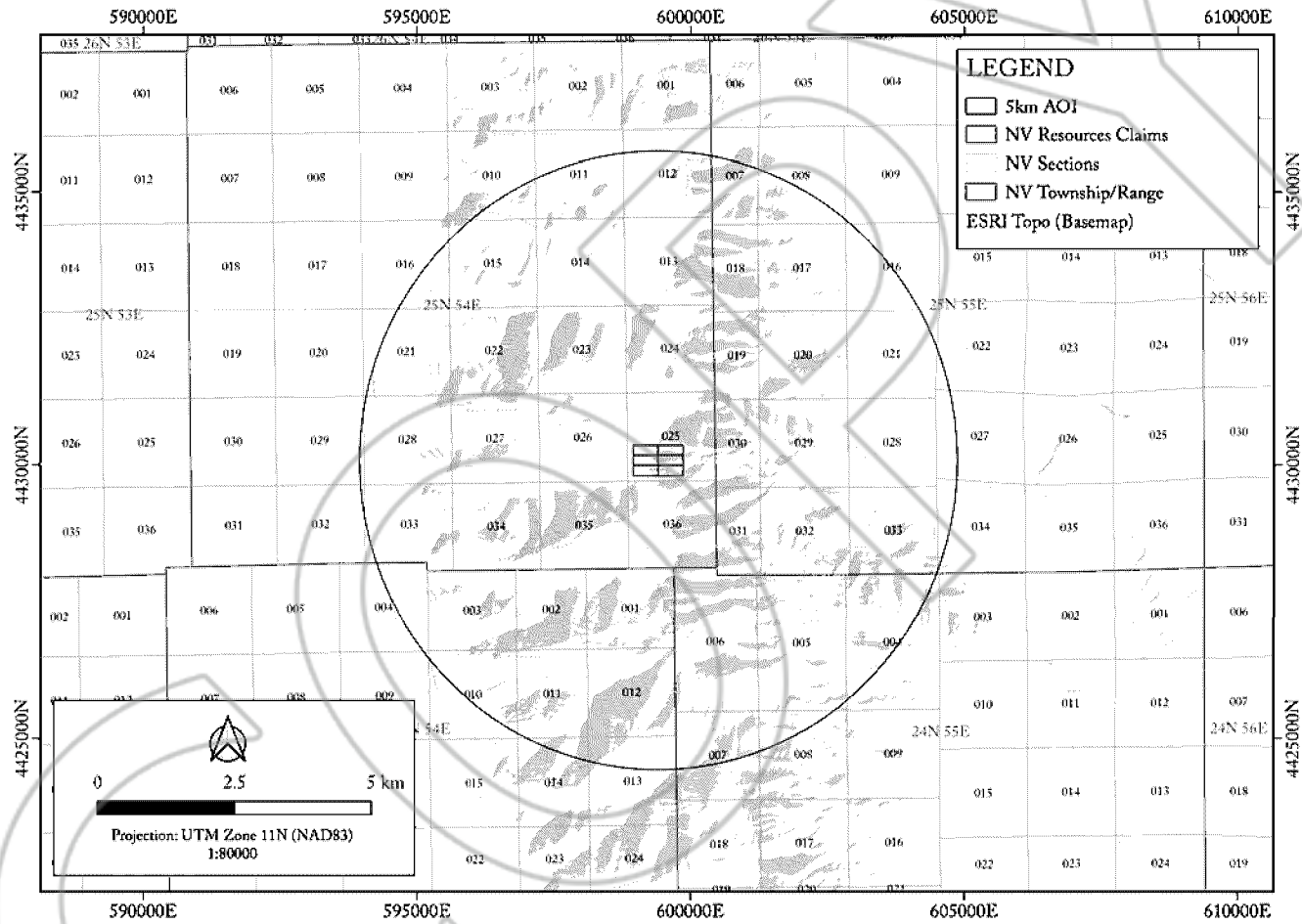


Exhibit B  
Devils Canyon Unpatented Mining Claims

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
1.	Hawkstone Nevada Inc.	NMC1211372	Devils Canyon-001	S/2, Section 23, Township 25 North, Range 54 East, MDB&M	2020-242197	12th day of November, 2020	Eureka	9th day of November, 2020
2.	Hawkstone Nevada Inc.	NMC1211373	Devils Canyon-002	SE/4, Section 23 & SW/4, Section 24, Township 25 North, Range 54 East, MDB&M	2020-242198	12th day of November, 2020	Eureka	9th day of November, 2020
3.	Hawkstone Nevada Inc.	NMC1211374	Devils Canyon-003	S/2, Section 23 & N/2, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242199	12th day of November, 2020	Eureka	9th day of November, 2020
4.	Hawkstone Nevada Inc.	NMC1211375	Devils Canyon-004	SE/4, Section 23, SW/4, Section 24, NW/4, Section 25 & NE/4, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242200	12th day of November, 2020	Eureka	9th day of November, 2020
5.	Hawkstone Nevada Inc.	NMC1211376	Devils Canyon-005	N/2, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242201	12th day of November, 2020	Eureka	9th day of November, 2020
6.	Hawkstone Nevada Inc.	NMC1211377	Devils Canyon-006	NW/4, Section 25 & NE/4, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242202	12th day of November, 2020	Eureka	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
7.	Hawkstone Nevada Inc.	NMC1211378	Devils Canyon-007	N/2, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242203	12th day of November, 2020	Eureka	9th day of November, 2020
8.	Hawkstone Nevada Inc.	NMC1211379	Devils Canyon-008	NW/4, Section 25 & NE/4, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242204	12th day of November, 2020	Eureka	9th day of November, 2020
9.	Hawkstone Nevada Inc.	NMC1211380	Devils Canyon-009	N/2, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242205	12th day of November, 2020	Eureka	9th day of November, 2020
10.	Hawkstone Nevada Inc.	NMC1211381	Devils Canyon-010	NW/4, Section 25 & NE/4, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242206	12th day of November, 2020	Eureka	9th day of November, 2020
11.	Hawkstone Nevada Inc.	NMC1211382	Devils Canyon-011	N/2, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242207	12th day of November, 2020	Eureka	9th day of November, 2020
12.	Hawkstone Nevada Inc.	NMC1211383	Devils Canyon-012	NW/4, Section 25 & NE/4, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242208	12th day of November, 2020	Eureka	9th day of November, 2020
13.	Hawkstone Nevada Inc.	NMC1211384	Devils Canyon-013	All of Section 26, Township 25 North, Range 54 East, MDB&M	2020-242209	12th day of November, 2020	Eureka	9th day of November, 2020
14.	Hawkstone Nevada Inc.	NMC1211385	Devils Canyon-014	W/2, Section 25 & E/2, Section 26, Township 25	2020-242210	12th day of November, 2020	Eureka	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
				North, Range 54 East, MDB&M				
15.	Hawkstone Nevada Inc.	NMC1211386	Devils Canyon-015	S/2, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242211	12th day of November, 2020	Eureka	9th day of November, 2020
16.	Hawkstone Nevada Inc.	NMC1211387	Devils Canyon-016	SW/4, Section 25 & SE/4, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242212	12th day of November, 2020	Eureka	9th day of November, 2020
17.	Hawkstone Nevada Inc.	NMC1211388	Devils Canyon-017	S/2, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242213	12th day of November, 2020	Eureka	9th day of November, 2020
18.	Hawkstone Nevada Inc.	NMC1211389	Devils Canyon-018	SW/4, Section 25 & SE/4, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242214	12th day of November, 2020	Eureka	9th day of November, 2020
19.	Hawkstone Nevada Inc.	NMC1211390	Devils Canyon-019	S/2, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242215	12th day of November, 2020	Eureka	9th day of November, 2020
20.	Hawkstone Nevada Inc.	NMC1211391	Devils Canyon-020	SW/4, Section 25 & SE/4, Section 26, Township 25 North, Range 54 East, MDB&M	2020-242216	12th day of November, 2020	Eureka	9th day of November, 2020
21.	Hawkstone Nevada Inc.	NMC1211392	Devils Canyon-021	S/2, Section 26 & N/2, Section 35, Township 25 North, Range 54 East, MDB&M	2020-242217	12th day of November, 2020	Eureka	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
22.	Hawkstone Nevada Inc.	NMC1211393	Devils Canyon-022	SW/4, Section 25, SE/4, Section 26, NE/4, Section 35 & NW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242218	12th day of November, 2020	Eureka	9th day of November, 2020
23.	Hawkstone Nevada Inc.	NMC1211394	Devils Canyon-023	N/2, Section 35, Township 25 North, Range 54 East, MDB&M	2020-242219	12th day of November, 2020	Eureka	9th day of November, 2020
24.	Hawkstone Nevada Inc.	NMC1211395	Devils Canyon-024	NE/4, Section 35 & NW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242220	12th day of November, 2020	Eureka	9th day of November, 2020
25.	Hawkstone Nevada Inc.	NMC1211396	Devils Canyon-025	N/2, Section 35, Township 25 North, Range 54 East, MDB&M	2020-242221	12th day of November, 2020	Eureka	9th day of November, 2020
26.	Hawkstone Nevada Inc.	NMC1211397	Devils Canyon-026	NE/4, Section 35 & NW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242222	12th day of November, 2020	Eureka	9th day of November, 2020
27.	Hawkstone Nevada Inc.	NMC1211398	Devils Canyon-027	N/2, Section 35, Township 25 North, Range 54 East, MDB&M	2020-242223	12th day of November, 2020	Eureka	9th day of November, 2020
28.	Hawkstone Nevada Inc.	NMC1211399	Devils Canyon-028	NE/4, Section 35 & NW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242224	12th day of November, 2020	Eureka	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
29.	Hawkstone Nevada Inc.	NMC1211400	Devils Canyon-029	All of Section 35, Township 25 North, Range 54 East, MDB&M	2020-242225	12th day of November, 2020	Eureka	9th day of November, 2020
30.	Hawkstone Nevada Inc.	NMC1211401	Devils Canyon-030	E/2, Section 35 & W/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242226	12th day of November, 2020	Eureka	9th day of November, 2020
31.	Hawkstone Nevada Inc.	NMC1211402	Devils Canyon-031	S/2, Section 35, Township 25 North, Range 54 East, MDB&M	2020-242227	12th day of November, 2020	Eureka	9th day of November, 2020
32.	Hawkstone Nevada Inc.	NMC1211403	Devils Canyon-032	SE/4, Section 35 & SW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242228	12th day of November, 2020	Eureka	9th day of November, 2020
33.	Hawkstone Nevada Inc.	NMC1211404	Devils Canyon-033	S/2, Section 35, Township 25 North, Range 54 East, MDB&M	2020-242229	12th day of November, 2020	Eureka	9th day of November, 2020
34.	Hawkstone Nevada Inc.	NMC1211405	Devils Canyon-034	SE/4, Section 35 & SW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242230	12th day of November, 2020	Eureka	9th day of November, 2020
35.	Hawkstone Nevada Inc.	NMC1211406	Devils Canyon-035	S/2, Section 35, Township 25 North, Range 54 East, MDB&M	2020-242231	12th day of November, 2020	Eureka	9th day of November, 2020
36.	Hawkstone Nevada Inc.	NMC1211407	Devils Canyon-036	SE/4, Section 35 & SW/4, Section 36, Township 25	2020-242232	12th day of November, 2020	Eureka	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
				North, Range 54 East, MDB&M				
37.	Hawkstone Nevada Inc.	NMC1211408	Devils Canyon-037	SW/4, Section 24, Township 25 North, Range 54 East, MDB&M	2020-242233	12th day of November, 2020	Eureka	9th day of November, 2020
38.	Hawkstone Nevada Inc.	NMC1211409	Devils Canyon-038	S/2, Section 24, Township 25 North, Range 54 East, MDB&M	2020-242234	12th day of November, 2020	Eureka	9th day of November, 2020
39.	Hawkstone Nevada Inc.	NMC1211410	Devils Canyon-039	SW/4, Section 24 & NW/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242235	12th day of November, 2020	Eureka	9th day of November, 2020
40.	Hawkstone Nevada Inc.	NMC1211411	Devils Canyon-040	S/2, Section 24 & N/2, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242236	12th day of November, 2020	Eureka	9th day of November, 2020
41.	Hawkstone Nevada Inc.	NMC1211412	Devils Canyon-041	NW/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242237	12th day of November, 2020	Eureka	9th day of November, 2020
42.	Hawkstone Nevada Inc.	NMC1211413	Devils Canyon-042	N/2, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242238	12th day of November, 2020	Eureka	9th day of November, 2020
43.	Hawkstone Nevada Inc.	NMC1211414	Devils Canyon-043	NW/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242239	12th day of November, 2020	Eureka	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
44.	Hawkstone Nevada Inc.	NMC1211415	Devils Canyon-044	N/2, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242240	12th day of November, 2020	Eureka	9th day of November, 2020
45.	Hawkstone Nevada Inc.	NMC1211416	Devils Canyon-045	NW/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242241	12th day of November, 2020	Eureka	9th day of November, 2020
46.	Hawkstone Nevada Inc.	NMC1211417	Devils Canyon-046	N/2, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242242	12th day of November, 2020	Eureka	9th day of November, 2020
47.	Hawkstone Nevada Inc.	NMC1211418	Devils Canyon-047	NW/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242243	12th day of November, 2020	Eureka	9th day of November, 2020
48.	Hawkstone Nevada Inc.	NMC1211419	Devils Canyon-048	N/2, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242244 2020-387110	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
49.	Hawkstone Nevada Inc.	NMC1211420	Devils Canyon-049	SW/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242245	12th day of November, 2020	Eureka	9th day of November, 2020
50.	Hawkstone Nevada Inc.	NMC1211421	Devils Canyon-050	S/2, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242246 2020-387111	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
51.	Hawkstone Nevada Inc.	NMC1211422	Devils Canyon-051	SW/4, Section 25 & NW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242247	12th day of November, 2020	Eureka	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
52.	Hawkstone Nevada Inc.	NMC1211423	Devils Canyon-052	S/2, Section 25 & N/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242248 2020-387112	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
53.	Hawkstone Nevada Inc.	NMC1211424	Devils Canyon-053	NW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242249	12th day of November, 2020	Eureka	9th day of November, 2020
54.	Hawkstone Nevada Inc.	NMC1211425	Devils Canyon-054	N/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242250 2020-387113	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
55.	Hawkstone Nevada Inc.	NMC1211426	Devils Canyon-055	NW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242251	12th day of November, 2020	Eureka	9th day of November, 2020
56.	Hawkstone Nevada Inc.	NMC1211427	Devils Canyon-056	N/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242252 2020-387114	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
57.	Hawkstone Nevada Inc.	NMC1211428	Devils Canyon-057	NW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242253	12th day of November, 2020	Eureka	9th day of November, 2020
58.	Hawkstone Nevada Inc.	NMC1211429	Devils Canyon-058	N/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242254 2020-387115	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
59.	Hawkstone Nevada Inc.	NMC1211430	Devils Canyon-059	W/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242255	12th day of November, 2020	Eureka	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
60.	Hawkstone Nevada Inc.	NMC1211431	Devils Canyon-060	All of Section 36, Township 25 North, Range 54 East, MDB&M	2020-242256 2020-387116	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
61.	Hawkstone Nevada Inc.	NMC1211432	Devils Canyon-061	SW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242257	12th day of November, 2020	Eureka	9th day of November, 2020
62.	Hawkstone Nevada Inc.	NMC1211433	Devils Canyon-062	S/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242258 2020-387117	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
63.	Hawkstone Nevada Inc.	NMC1211434	Devils Canyon-063	SW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242259	12th day of November, 2020	Eureka	9th day of November, 2020
64.	Hawkstone Nevada Inc.	NMC1211435	Devils Canyon-064	S/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242260 2020-387118	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
65.	Hawkstone Nevada Inc.	NMC1211436	Devils Canyon-065	SW/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242261	12th day of November, 2020	Eureka	9th day of November, 2020
66.	Hawkstone Nevada Inc.	NMC1211437	Devils Canyon-066	S/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-242262 2020-387119	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
67.	Hawkstone Nevada Inc.	NMC1211438	Devils Canyon-067	SE/4, Section 24, Township 25 North, Range 54 East, MDB&M	2020-242263 2020-387120	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
68.	Hawkstone Nevada Inc.	NMC1211439	Devils Canyon-068	SE/4, Section 24 & NE/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242264 2020-387121	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
69.	Hawkstone Nevada Inc.	NMC1211440	Devils Canyon-069	NE/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242265 2020-387122	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
70.	Hawkstone Nevada Inc.	NMC1211441	Devils Canyon-070	NE/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242266 2020-387123	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
71.	Hawkstone Nevada Inc.	NMC1211442	Devils Canyon-071	NE/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-242267 2020-387124	12th day of November, 2020	Eureka & White Pine	9th day of November, 2020
72.	Hawkstone Nevada Inc.	NMC1211443	Devils Canyon-072	NE/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-387125	12th day of November, 2020	White Pine	9th day of November, 2020
73.	Hawkstone Nevada Inc.	NMC1211444	Devils Canyon-073	E/2, Section 25, Township 25 North, Range 54 East, MDB&M	2020-387126	12th day of November, 2020	White Pine	9th day of November, 2020
74.	Hawkstone Nevada Inc.	NMC1211445	Devils Canyon-074	SE/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-387127	12th day of November, 2020	White Pine	9th day of November, 2020
75.	Hawkstone Nevada Inc.	NMC1211446	Devils Canyon-075	SE/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-387128	12th day of November, 2020	White Pine	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
76.	Hawkstone Nevada Inc.	NMC1211447	Devils Canyon-076	SE/4, Section 25, Township 25 North, Range 54 East, MDB&M	2020-387129	12th day of November, 2020	White Pine	9th day of November, 2020
77.	Hawkstone Nevada Inc.	NMC1211448	Devils Canyon-077	SE/4, Section 25 & NE/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-387130	12th day of November, 2020	White Pine	9th day of November, 2020
78.	Hawkstone Nevada Inc.	NMC1211449	Devils Canyon-078	NE/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-387131	12th day of November, 2020	White Pine	9th day of November, 2020
79.	Hawkstone Nevada Inc.	NMC1211450	Devils Canyon-079	NE/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-387132	12th day of November, 2020	White Pine	9th day of November, 2020
80.	Hawkstone Nevada Inc.	NMC1211451	Devils Canyon-080	NE/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-387133	12th day of November, 2020	White Pine	9th day of November, 2020
81.	Hawkstone Nevada Inc.	NMC1211452	Devils Canyon-081	E/2, Section 36, Township 25 North, Range 54 East, MDB&M	2020-387134	12th day of November, 2020	White Pine	9th day of November, 2020
82.	Hawkstone Nevada Inc.	NMC1211453	Devils Canyon-082	SE/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-387135	12th day of November, 2020	White Pine	9th day of November, 2020
83.	Hawkstone Nevada Inc.	NMC1211454	Devils Canyon-083	SE/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-387136	12th day of November, 2020	White Pine	9th day of November, 2020

No.	Claimant	BLM Serial Register No.	Claim	Legal	Recording Information	Recording Date	County	Location Date
84.	Hawkstone Nevada Inc.	NMC1211455	Devils Canyon-084	SE/4, Section 36, Township 25 North, Range 54 East, MDB&M	2020-387137	12th day of November, 2020	White Pine	9th day of November, 2020

**Exhibit C**  
**Net Smelter Returns**  
**Diamond Peak Project**

Payor: Hawkstone Nevada, Inc.

Payee: Nedeel, LLC as to 50% and Syncline Consulting, LLC as to 50%

**1. Definitions.** The terms defined in the Deed to which this Exhibit is attached and made part of shall have the same meanings in this Exhibit. The following definitions shall further apply to this Exhibit.

1.1 “Gold Production” means the quantity of refined gold outturned to Grantee’s account by an independent third-party refinery for gold produced from the Property during the month on either a provisional or final settlement basis.

1.2 “Gross Value” shall be determined on a month basis and have the following meanings with respect to the following Minerals:

1.2.1 Gold

(a) If Grantee 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 Quarterly Average Gold Price for the month in which the gold concentrates, dore and ore were sold.

(b) If Grantee 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 month in which it was refined. The Gross Value shall be determined by multiplying Gold Production during the month by the Quarterly Average Gold Price.

1.2.2 Silver.

(a) If Grantee 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 Quarterly Average Silver Price for the month in which the silver concentrates, dore and ore were sold.

(b) If Grantee produces refined silver (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 1.2.2(a) above is not applicable, the refined silver shall be deemed to have been sold at the Quarterly Average Silver Price for the month in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the month by the Quarterly Average Silver Price.

### 1.2.3 All Other Minerals.

(a) If Grantee 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 quarterly average price for the Minerals or product of the Minerals for the month in which the concentrates, dore or ore was sold. The quarterly 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 Grantee 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 Grantee during the month from the sale of such refined or processed metals. Grantee 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 month by the number of days for which such prices were reported during that month. 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 Grantee, 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 London Bullion Market Association Silver Fix, calculated by dividing the sum of all such prices reported for the month by the number of days for which such prices were reported during that month. If the London Bullion Market Association Silver Fix ceases to be published, all such references shall be replaced with references to prices of silver for immediate sale in another established market selected by Grantee 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 the following costs, charges and expenses paid or incurred by Grantee with respect to the refining and smelting of such Minerals:

1.5.1 Charges for smelting and refining (including sampling, assaying and penalty charges), but not any charges or costs of agglomeration, beneficiation, crushing, electrowinning, extraction, leaching, milling, mining or other processing; and

1.5.2 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 not any 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.

1.5.3 It is the parties' intent that only the costs, expenses and charges for refining or smelting of concentrates or dore metal shall be subtracted from the Gross Value of all Minerals in the calculation of Net Smelter Returns.

1.6 "Property" means the real property described in the instrument to which these Net Smelter Returns provisions are attached and made a part.

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

## **2. Payment Procedures.**

**2.1 Accrual of Obligation.** Grantee's obligation to pay the royalty shall accrue and become due and payable upon the sale or shipment from the Property of unrefined metals, dore metal, concentrates, ores or other Minerals or Minerals products or, if refined metals are produced, upon the outturn of refined metals meeting the requirements of the specified published price to Grantee'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 (a) (regarding 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 Grantee, 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 Quarterly Calculations and Payments.** Net Smelter Returns royalties shall be determined on a quarterly basis. Grantee shall pay Owner each quarterly royalty payment on or before the last business day of the month immediately following the month in which the royalty payment obligation accrued. Grantee acknowledges that late payment by Grantee to Owner of royalty payments will cause Owner to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any amount due and payable by Grantee is not received by Owner within ten (10) days after such amount is due, then Grantee shall pay to Owner a late charge equal to ten percent (10%) of such overdue amount. Owner's acceptance of such late charge shall not constitute a waiver of Grantee's default with respect to such overdue amount, nor prevent Owner from exercising any of Owner's other rights and remedies. If any amount payable by Grantee remains delinquent for a period in excess of thirty (30) days, Grantee shall pay to Owner, in addition to the late payment, interest from and after the due date at the statutory interest rate.

**2.4 Statements.** At the time of payment of the royalty, Grantee shall accompany such payment with a statement which shows in detail the quantities and grades of refined gold, silver or other metals or dore, concentrates or ores produced and sold or deemed sold by Grantee in the preceding month; the Quarterly Average Gold Price and Quarterly Average Silver Price, as applicable; costs and other deductions, and other pertinent information in detail to explain the

calculation of the payment with respect to such month. Payment shall be made to the address provided in the agreement or instrument to which this Exhibit is attached for purposes of notices or by wire transfer to an account which Owner designates.

**2.5 Inventories and Stockpiles.** Grantee 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. Owner shall have thirty (30) 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 which Grantee is authorized to take, 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). The Owner'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).

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)  
a) n/a unpatented 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 unpatented

FOR RECORDERS OPTIONAL USE ONLY

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DATE OF RECORDING: \_\_\_\_\_  
NOTES: \_\_\_\_\_

3. Total Value/Sales Price of Property: \$ 0.00  
Deed in Lieu of Foreclosure Only (value of property) ( 0.00  
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: 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 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 Attorney for seller

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

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Nedeel LLC

Print Name: \_\_\_\_\_  
Address: 400 Fairview Blvd Unit 11  
City: Incline Village  
State: Nevada Zip: 89451

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Hawkstone Nevada Inc.

Print Name: \_\_\_\_\_  
Address: 3500 Washington Ave Suite 200  
City: Houston  
State: Texas Zip: 77077

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: \_\_\_\_\_ Escrow # n/a  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)