

EUREKA COUNTY, NV

2021-244529

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DORSEY & WHITNEY

LISA HOEHNE, CLERK RECORDER

E08

APN – N/A (unpatented mining claims)

Recorded at the request of and when recorded return to:

Raindrop Ventures USA, Inc.
1307 S. Colorado Ave.
Boise, ID 83705
Attn.: Alexander Kunz

**The undersigned hereby confirm that this document
does not contain the personal information of
any person.**

Royalty Deed and Agreement

dated as of March 2, 2021

between

Raindrop Ventures (USA), Inc. and

Pilot Gold (USA) Inc.

ROYALTY DEED AND AGREEMENT

THIS ROYALTY DEED AND AGREEMENT (the "Agreement") made as of March 2, 2021
BETWEEN:

RAINDROP VENTURES USA, INC., a body corporate
duly incorporated under the laws of Nevada and having
an office at 1307 S. Colorado Ave., Boise, ID 83706,
United States

(the "Payor")

AND:

PILOT GOLD (USA) INC., a body corporate duly
incorporated under the laws of Delaware and having an
office at 1031 Railroad Street, Ste. 110, Elko, Nevada,
89801-3975, United States

(the "Holder")

WHEREAS:

- A. Raindrop Ventures Inc. ("**Raindrop**"), Liberty Gold Corp. ("**Liberty Gold**") and the Holder are parties to an asset purchase agreement dated November 16, 2020 (the "**Purchase Agreement**") pursuant to which Liberty Gold and the Holder sold to Raindrop all of their ownership interest in the Property, and
- B. Pursuant to the terms of the Purchase Agreement, the Payor has agreed to grant the royalty set out herein.

NOW THEREFORE, THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Payor and the Holder agree as follows:

1. Royalty Obligation

- 1.1 The Payor hereby grants, conveys and agrees to pay the Holder, its successors and assigns, a 1.5% Net Smelter Returns royalty on all Products from the Property or any portion thereof, which Net Smelter Returns royalty shall be defined, calculated and payable on the terms set out in this Agreement.
- 1.2 The Holder shall have no other right, title or interest in the Property, save for those rights granted under this Agreement.

2. Definitions

- 2.1 "**Area of Interest**" means an area of two kilometres encompassing the outer boundaries of the Property, as depicted in the maps in Schedule A to this Agreement.
- 2.2 "**Commercial Production**" means the commercial exploitation of Products from the Property, or any part, as a mine, but does not include the production of Products from bulk sampling or milling for the purpose of testing or milling by a pilot plant.
- 2.3 "**Mining Operations**" means every kind of work done by or on behalf of the Payor or the operator of the Property if other than the Payor, on or in respect of the Property,

including, without limitation, investigating, prospecting, exploring, developing, carrying-out property maintenance, preparing reports, estimates and studies, designing, equipping, improving, surveying, and carrying-out construction, and mining, milling, concentrating, and carrying-out reclamation.

2.4 “**Net Smelter Returns**” is defined as follows:

- (a) where all or a portion of the Products are sold as a mineral product, the Net Smelter Returns shall be the gross amount received by the Payor from the purchaser following sale thereof after deduction, if applicable under the sale contract and without duplication, of all smelter costs, penalties, fees, expenses, charges and other deductions, and after deducting all costs of transporting, storing, representing and insuring the ores or concentrates from the mine to the smelter, refinery or other place of final delivery and after deducting all Taxes; or
- (b) where all or a portion of the Products are treated in a smelter or refinery, and a portion of the metals recovered therefrom are delivered to, and sold by the Payor, the Net Smelter Returns shall be the gross amount received by the Payor from the purchaser following sale of the metals so delivered, after deduction, without duplication, of all smelter costs, penalties, fees, expenses, charges and other deductions, including smelter, tolling, refining or beneficiation charges, and after deducting, without duplication, all costs of transporting, storing, representing and insuring the ores or concentrates from the mine to the smelter or refinery and, if applicable under the smelter contract and without duplication, all costs to market the Products and all costs of transporting and insuring the metals from the smelter or refinery to the place of final delivery by the purchaser and after deducting all Taxes.

Where any ores or concentrates are sold to, or treated in, a smelter or refinery owned or controlled by the Payor, the pricing for that sale or treatment will be established by the Payor on an arm’s-length basis so as to be fairly competitive with pricing, net of transportation, insurance, treatment charges and other related costs, then available on world markets for product of like quantity and quality.

2.5 “**Products**” shall mean ores, concentrates (including doré) and minerals mined from the Property, or solutions, concentrates or cathodes retrieved through leaching or solution mining or solution extraction/electrowinning or other processing of mineralized material mined from the Property. The term “**minerals**” means, without limitation, all metals, minerals and mineral rights, including without limitation, diamonds, metals, precious metals, base metals and other materials that are mined, excavated, extracted, recovered or produced from the Property.

2.6 “**Property**” means the mineral property described in Schedule A to this Agreement and any mineral property situated within the area comprising the Area of Interest on which the Payor has granted the Holder or the Holder has reserved a Net Smelter Returns royalty pursuant to Section 10.4 of the Purchase Agreement, and shall include any renewal thereof and any other form of successor or substitute title therefor (including any amendment or relocation of any of the unpatented mining claims by Payor or its affiliates), but shall exclude any mineral properties, claims, licence, or interests which have been abandoned or permitted to lapse.

2.7 “**Taxes**” means all sales, production, extraction, net proceeds, use, gross receipts, severance, ad valorem, value added tax, excise, export, import and other taxes, custom duties, governmental royalties and other governmental charges, if any, payable by the Payor or its affiliates with respect to the existence, severance, production, removal, sale, import, export, transportation, or disposition of Products produced from the Property, but

excluding (a) taxes based on net or gross income and like taxes, the value of the Property or the privilege of doing business and any value added or other taxes that are recoverable by the Payor, and (b) Nevada net proceeds of mines or gross proceeds taxes or similar taxes imposed on both the Payor and the Holder.

3. Payment of Net Smelter Returns

3.1 From the date of commencement of Commercial Production from the Property, the Payor shall calculate the amount of the Net Smelter Returns and the sums to be disbursed to the Holder as at the end of each calendar quarter.

3.2 The Payor shall, within 60 days of the end of each calendar quarter, as and when any Net Smelter Returns are available for distribution:

- (a) pay or cause to be paid to the Holder that percentage of the Net Smelter Returns to which the Holder is entitled under this Agreement; and
- (b) deliver to the Holder a statement indicating:
 - (i) the gross amounts received from the purchaser contemplated in §2.4 of this Agreement;
 - (ii) the deductions therefrom in accordance with §2.4 of this Agreement;
 - (iii) any other pertinent information in sufficient detail to explain the calculation of the Net Smelter Returns payment;

supported by such reasonable information as to the tonnage and grade of Products shipped as will enable the Holder to verify the gross amount payable by the smelters or other purchasers.

3.3 Payment to Holder shall be made in Canadian dollars by wire transfer to an account specified by Holder upon not less than forty-eight (48) hours prior written notice.

4. Adjustments and Verification

4.1 Payment of any Net Smelter Returns by the Payor shall not prejudice the right of the Payor to adjust any statement supporting the payment; provided, however, that all statements presented to the Holder by the Payor for any quarter shall conclusively be presumed to be true and correct upon the expiration of 12 months following the end of the quarter to which the statement relates, unless within that 12-month period the Payor either gives Notice to the Holder claiming an adjustment to the statement, which will be reflected in the next subsequent payment of Net Smelter Returns, or the Holder provides the Payor with Notice under §4.2.

4.2 The Holder shall have the right to request within 120 days of the receipt of the quarterly statements delivered pursuant to §3.2(b), and upon 30 days' Notice to the Payor, that the Payor have its independent external auditor (or if the Payor does not have an independent external auditor, an international accounting firm that is independent of the Payor) provide an audit of the statement or adjusted statement, as it may relate to this Agreement and the calculation of Net Smelter Returns for the applicable period.

4.3 The cost of the audit shall be solely for the account of the Holder unless the audit discloses a material error in the calculation of Net Smelter Returns, in which case the Payor shall reimburse the Holder the reasonable costs of the audit. Without limiting the generality of the foregoing, a discrepancy of one percent or greater in the calculation of Net Smelter Returns shall be deemed to be a material error.

5. Payor to Determine Operations

- 5.1 The Payor will have complete discretion concerning the nature, timing and extent of all Mining Operations and may suspend, curtail, expand or terminate Mining Operations, including production, on the Property at any time it considers prudent or appropriate to do so. The Payor will owe the Holder no duty to explore, develop or mine the Property, or to do so at any rate or in any manner other than that which the Payor may determine in its sole and unfettered discretion.
- 5.2 The Payor may, but will not be obligated to treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the Products at sites located on or off the Property, prior to sale, transfer, or conveyance to a purchaser, user, or consumer. The Payor will not be liable for mineral values lost in processing under sound practices and procedures, and no royalty will be due on any such lost mineral values.

6. Commingling and Sampling

- 6.1 Ores, concentrates and derivatives mined or retrieved from the Property may be commingled with ores, concentrates or derivatives mined or retrieved from other properties. All determinations required for calculation of Net Smelter Returns, including without limitation the amount of the metals contained in or recovered from ores, solutions, concentrates or derivatives mined or retrieved from the Property, the amount of the metals contained in or recovered from commingled ores, solutions, concentrates or derivatives shall be made in accordance with prudent engineering, metallurgical and cost accounting practices.
- 6.2 The Payor shall have the right to mine and remove small amounts of ores, minerals and mineral resources constituting Products as is reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the minerals' potential of the Property and the Holder shall not be entitled to a Net Smelter Returns royalty payment/credit in respect of such minerals except to the extent that any such minerals are sold by the Payor.

7. Trading Activities

- 7.1 The Payor may, but need not, engage in forward sales, futures trading or commodity options trading, and other price hedging, price protection, and speculative arrangements ("**Trading Activities**") which may involve the possible delivery of base or precious metals produced from the Property. The parties acknowledge and agree that the Holder shall not be entitled to participate in the proceeds or be obligated to share in any losses generated by the Trading Activities. If the Payor engages in Trading Activities in respect of Products, then the gross proceeds will be determined based on the average spot price of such product.
- 7.2 For the purposes of §7.1, the average spot price for any expired quarter means (a) in respect of gold, the arithmetic average of the London PM fixed price for every day of the expired quarter on which the London Bullion Market Association fixes a spot price for an ounce of gold in United States dollars; (b) in respect of other precious metals and base metals the arithmetic average of the price of metal quoted on the London Metals Exchange in the Metals Bulletin, for every day the expired quarter on which the price of the metal is so quoted; and (c) in respect to any other mineral, the arithmetic average of the price of such mineral on each business day of the expired quarter, where such prices arrived at using the industry standard in the United States for establishing the average spot price of any other such mineral.

8. Books and Inspections

- 8.1 The Payor shall keep true and accurate books and records of all of its operations and activities on the Property and under this Agreement. Such books and records shall be kept on the accrual basis in accordance with generally accepted accounting principles consistently applied.
- 8.2 The Holder may from time to time request reasonable supporting documentation for statements that are within the period contemplated in §4.1 and the Payor, acting in good faith, shall provide the same as soon as reasonably practical to the Holder.
- 8.3 In order to satisfy itself as to the Payor's compliance with this Agreement, the Holder may during the term of this Agreement, enter upon and inspect the Property and operations thereon and copy such records and data that pertain to activities and operations on the Property, subject to the following conditions:
- (i) the Holder shall schedule any such inspection in written consultation with the Payor at least five (5) business days in advance;
 - (ii) inspections shall be conducted during regular business hours on business days;
 - (iii) the Holder shall not exercise its inspection rights more than once in any 12-month period, unless the Payor consents in writing to an additional inspection or inspections;
 - (iv) the Holder (either directly or through an affiliate) shall perform inspections using a reasonable number of persons, all of whom have been duly authorized for that purpose in writing by the Holder and a copy of that authorization shall be provided to the Payor prior to the inspection;
 - (v) if the Holder uses a person who is not an employee to participate in the inspection, the Holder shall advise the Payor, in advance of the inspection, of that person's credentials and the Payor shall be entitled, acting reasonably, to deny entry to that person;
 - (vi) when performing the inspection, the Holder's authorized persons shall adhere to all of the Payor's on-site protocols and guidelines, including safety protocols;
 - (vii) the Payor or its designee may accompany the Holder's authorized representatives at any times during the performance of the inspection;
 - (viii) the Holder's inspection rights under this Agreement shall not extend to any portions of the Property, documents, records or other information that do not relate to the Net Smelter Returns or the Payor. The Payor may redact information relating to third parties and their respective products or materials from any documents deliverable to the Holder in connection with the Holder's exercise of its inspection rights under this Agreement provided that such information does not relate to the Net Smelter Returns or the Payor;
 - (ix) the Holder, or its authorized agents or representatives, shall enter the Property at the Holder's own risk and expense and shall not unreasonably interfere with the Payor's activities and operations; and
 - (x) the Holder shall defend, indemnify and hold the Payor harmless from and against all damages, claims, losses, liabilities, fines, penalties, expenses, proceedings, obligations, deficiencies and costs (including all reasonable legal and other

professional fees and disbursements, interest, penalties, judgment and amounts paid in settlement of any demand, action, suit, proceeding, assessment, judgement or settlement or compromise) for damage to property of, or injury to or death of, any individual, corporation, trust, partnership, limited liability company, contractual mining company, joint venture, unincorporated organization, firm, estate, governmental authority or any agency or political subdivision thereof, or other entity, to the extent caused by the negligence or wilful misconduct of Holder (or its authorized agents or representatives) in the exercise of the rights under this §8.3.

9. Indemnities

- 9.1 Notwithstanding any provision of this Agreement, the Payor shall indemnify, save, defend and hold the Holder harmless from and against all claims, damages losses, liabilities, fines, penalties, expenses, proceedings, obligations, deficiencies and costs (including all reasonable legal and other professional fees and disbursements, interest, penalties, judgment and amounts paid in settlement of any demand, action, suit, proceeding, assessment, judgement or settlement or compromise) which may be made or brought against the Holder or which it may sustain, pay or incur that howsoever result from or relate to operations conducted on or in respect of the Property.
- 9.2 Without limiting the generality of §9.1, the Payor shall indemnify and hold the Holder harmless from any and all liabilities, obligations, claims (including administrative claims and claims or injunctive relief), losses, costs, damages, expenses, attorney fees and causes of action asserted against the Holder related to the Payor's ownership and operation of the Property subsequent to the execution of this Agreement, including, without limiting generality, Payor's failure to comply with and satisfy any present or future applicable environmental or reclamation law, statute, rule, regulation, permit, ordinance, certificate, license and other regulatory requirement, policy or guidelines with respect to the Property.
- 9.3 The indemnities provided in §9.1 and 9.2 are limited to claims, damages losses, liabilities, fines, penalties, expenses, proceedings, obligations, deficiencies and costs that may be made or taken against an indemnified party in its capacity as or related to the Holder as a holder of the Net Smelter Returns royalty and shall not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against an indemnified party in any other capacity.

10. Perpetuity

- 10.1 The Net Smelter Returns royalty shall be perpetual. If a court of competent jurisdiction determines that any provision hereof violates a legal rule against perpetuities, then, without limiting or impacting the provisions of §13.3, such provision shall automatically be revised and reformed as necessary in order for the Net Smelter Returns royalty to terminate on the end of the maximum time permitted under applicable law for the royalty to be valid.

11. Title, Maintenance and Taxes

- 11.1 The Payor shall maintain title to the Property and perform all work or other matters necessary to maintain title in accordance with all applicable laws, statutes, rules, regulations, permits, ordinances, certificates, licenses and other regulatory requirements, policies and guidelines. The Payor shall pay all taxes and other payments when due on or with respect to the Property, and shall do all things and make all payments necessary or appropriate to maintain the right, title and interest of the Holder in the Net Smelter Returns on the Property and under this Agreement.

11.2 If the Payor intends to abandon any of the Property ("**Abandonment Property**"), the Payor shall first give Notice of such intention to the Holder at least forty-five (45) days in advance of the proposed date of abandonment. If the Payor receives from the Holder Notice not later than ten (10) days before the proposed date of abandonment that the Holder desires the Payor to convey the Abandonment Property to the Holder, the Payor shall not abandon the Abandonment Property but shall convey the Abandonment Property in good standing, without warranty, to the Holder. Following such conveyance or, if the Holder had not elected such conveyance and the Abandonment Property is abandoned, the Payor shall have no further obligations to maintain the title to the Abandonment Property.

12. Tailings and Residues

12.1 All tailings, residues, waste rock, spoiled leach materials, and other materials (collectively "**Materials**") resulting from the Payor's operations and activities on the Property shall be the sole property of the Payor (as applicable), but shall remain subject to the Net Smelter Returns should the same be processed or reprocessed (whether or not involving a smelter), as the case may be, in the future and result in the production of ores, concentrates, solutions and derivatives. Notwithstanding the foregoing, the Payor shall have the right to dispose of Materials from the Property on or off of the Property and to commingle the same with Materials from other properties. If Materials from the Property are commingled with Materials from other properties and such commingled Materials are processed or reprocessed (whether or not involving a smelter), as the case may be, the Net Smelter Returns payable thereon shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available.

13. General Provisions

13.1 The parties shall execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes or requirements of this Agreement.

13.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13.3 The royalty set out herein shall run with the land, and the unpatented mining claims comprising the Property, and any amendments or relocations thereof, and bind title to the Property and all Products, *in situ*, regardless of the form of tenure held. No transfer, sale, grant, assignment, disposition, encumbrance, pledge or other conveyance of the Property by the Payor or its successors or assigns, or commitment to do any of the foregoing by the Payor or its successors or assigns, shall occur without the transferee agreeing to be bound by the terms and conditions of this Agreement as the Payor and delivering an executed counterpart of this Agreement (in a form satisfactory to Holder, acting reasonably) prior to such transfer as if it were an original party hereto.

13.4 In the event that Payor's ownership interest in any portion of the Property is less than 100%, other than as the result of any action or inaction by the Payor, then the actual interest owned in that portion of the Property shall be used to calculate the Net Smelter Returns royalty with respect thereto, and the Holder shall reimburse Payor for the amounts previously paid which exceed the amount which would have been paid had the Net Smelter Returns royalty been based on the actual interest. The preceding sentence may not be construed as a liquidated damage clause.

13.5 The Holder may assign its rights under this Agreement; provided, however, that any change in ownership of rights shall be accomplished in such manner that the Payor shall

not be required to make payments to or give notice to more than one person, firm, corporation, or entity. No change or division in the ownership of the Net Smelter Returns royalty, however accomplished, shall enlarge the obligations of or diminish the rights of the Payor.

- 13.6 Nothing herein shall be construed to create, expressly or by implication, a joint venture, mining partnership, commercial partnership, or other partnership relationship between the parties.
- 13.7 Time is of essence in this Agreement.
- 13.8 The Payor will, at the sole cost and expense of the Holder, promptly record this Agreement in the official real property records of the counties in which the Property is located, and provide Holder with recorded copies of the same.

14. Counterparts

- 14.1 This Agreement may be executed in any number of counterparts and all such counterparts, taken together, will be deemed to constitute one and the same instrument. In addition, execution of this Agreement by either of the Parties may be evidenced by way of email transmission of such party's signature (which signature may be by separate counterpart) or a photocopy of such email transmission, and such emailed signature, or photocopy of such emailed signature, shall be deemed to constitute the original signature of such party to this Agreement.

15. Notice

- 15.1 Any notice ("**Notice**") or other instrument given hereunder shall be in writing (including as an attachment to an email) and will, if delivered, be deemed to have been given on the business day following the day it was delivered and, if attached to an email prior to 5:00 p.m. local time of the place of receipt, be deemed to have been given on the business day on which it was so sent, or if sent by email outside normal business hours, on the next following business day. Any Notice to be given under this Agreement will be addressed as follows:

If to Payor:

Raindrop Ventures USA, Inc.
1307 S. Colorado Ave.
Boise, ID 83705
United States

Attention: Alexander Kunz, President

Email: alex@dkunzassoc.com

If to Holder:

Pilot Gold (USA) Inc.
1031 Railroad Street, Ste. 110
Elko, Nevada 89801-3975
United States

Attention: Moira Smith, President

Email: msmith@libertygold.ca

Any party may at any time give to the other Notice of any change of address of the party giving such Notice and from and after the giving of such Notice, the address or addresses therein specified will be deemed to be the address of such party for the purposes of giving Notice hereunder.

16. Governing Law

16.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada.

17. Confidentiality

17.1 Subject to §17.2 the Holder shall keep confidential information in respect of the payment of the Net Smelter Returns royalty under this Agreement, and information obtained by the Holder pursuant to §8, the operation of the Property flowing to it by reason of the operation of this Agreement (the "**Confidential Information**").

17.2 The Holder undertakes that neither it nor its employees, agents or contractors will, without the prior written consent of the Payor, disclose any Confidential Information to any third person unless:

- (a) the disclosure is expressly permitted by this Agreement;
- (b) the information is already in the public domain (unless it entered the public domain because of a breach of this §17 by the Holder);
- (c) the disclosure is made on a confidential basis to the Holder's officers, employees, agents, financiers or professional advisers, in connection with the Holder's business;
- (d) the disclosure is necessary to comply with any applicable law, or an order of a court or tribunal;
- (e) subject to §17.2(i), the disclosure is necessary to comply with a directive or request of any governmental body, securities regulator or stock exchange (whether or not having the force of law) so long as a responsible person in a similar position would comply;
- (f) subject to §17.2(i), the disclosure is necessary or desirable to obtain an authorization from any governmental body, securities regulator or stock exchange;
- (g) the disclosure is necessary in relation to any discovery of documents, or any proceedings before a court, tribunal, other governmental body, securities regulator or stock exchange;
- (h) the disclosure is made on a confidential basis to a prospective assignee or financier of the Holder, or to any other person who proposes to enter into contractual relations with the Holder and agrees to keep the disclosure confidential in accordance with this §17; or
- (i) before disclosing any Confidential Information to a governmental body in accordance with §17.2(e) or §17.2(f), the Holder shall, to the extent permitted by applicable law, provide the Payor with a draft of the proposed disclosure for its consideration and comment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

RAINDROP VENTURES USA, INC.

PILOT GOLD (USA) INC.

By: _____
Name: Alexander Kunz
Title: President

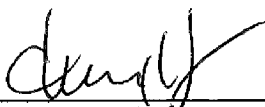
By: Maura Smith
Name: Maura Smith
Title: president

C O R P

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

RAINDROP VENTURES USA, INC.

PILOT GOLD (USA) INC.

By: 
Name: Alexander Kunz
Title: President

By: _____
Name: _____
Title: _____



STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by _____ as _____ of Raindrop Ventures (USA), Inc., a Nevada corporation.

Witness my hand and official seal.

My commission expires: _____

[seal]

Notary Public

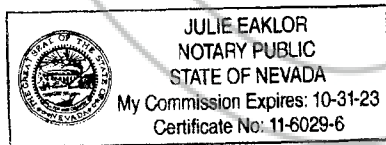
STATE OF Nevada)
) ss.
COUNTY OF EIKO)

This instrument was acknowledged before me on March 1, 2021, by Mara Smith as President of Pilot Gold (USA) Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: 10/31/23

[seal]



Julie Eaklor
Notary Public

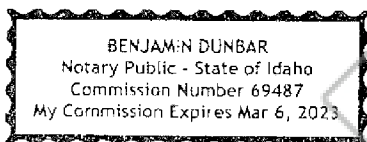
STATE OF Idaho)
) ss.
COUNTY OF Ada)

This instrument was acknowledged before me on March 2, 2021, by Alexander Kunz as President of Raindrop Ventures (USA), Inc., a Nevada corporation.

Witness my hand and official seal.

My commission expires: March 6, 2023

[seal]



[Signature]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by _____ as _____ of Pilot Gold (USA) Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____

[seal]

Notary Public

This is **SCHEDULE A** to the Royalty Agreement between
Raindrop Ventures USA, Inc. and Pilot Gold (USA) Inc.
made as of March 2, 2021

THE PROPERTY

Anchor Project

“A” Unpatented Lode Mining Claims

Township 20 North, Range 52 East, Sections 13-15 and 22-24

Mt. Diablo Base Line & Meridian

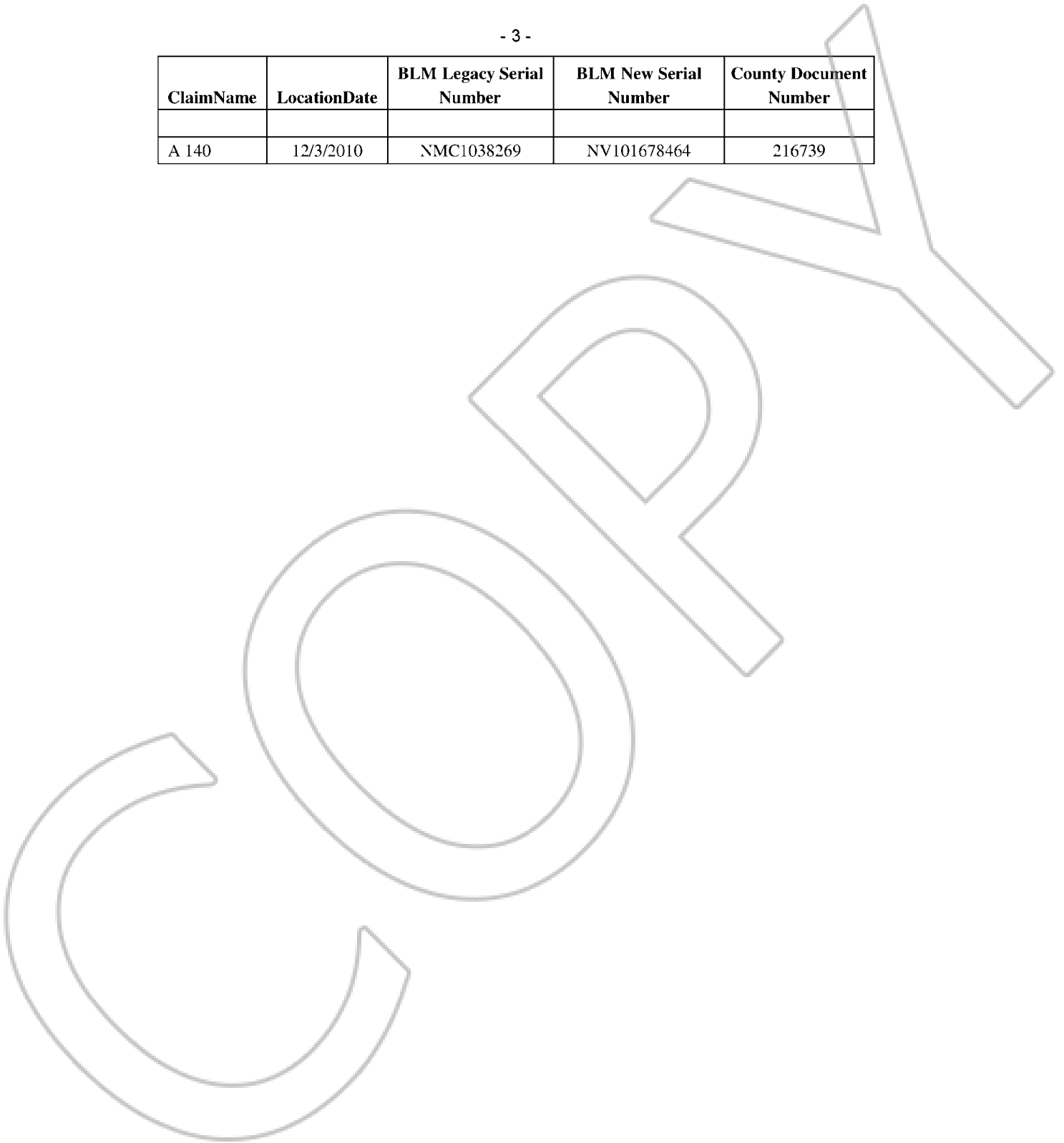
Eureka County, Nevada

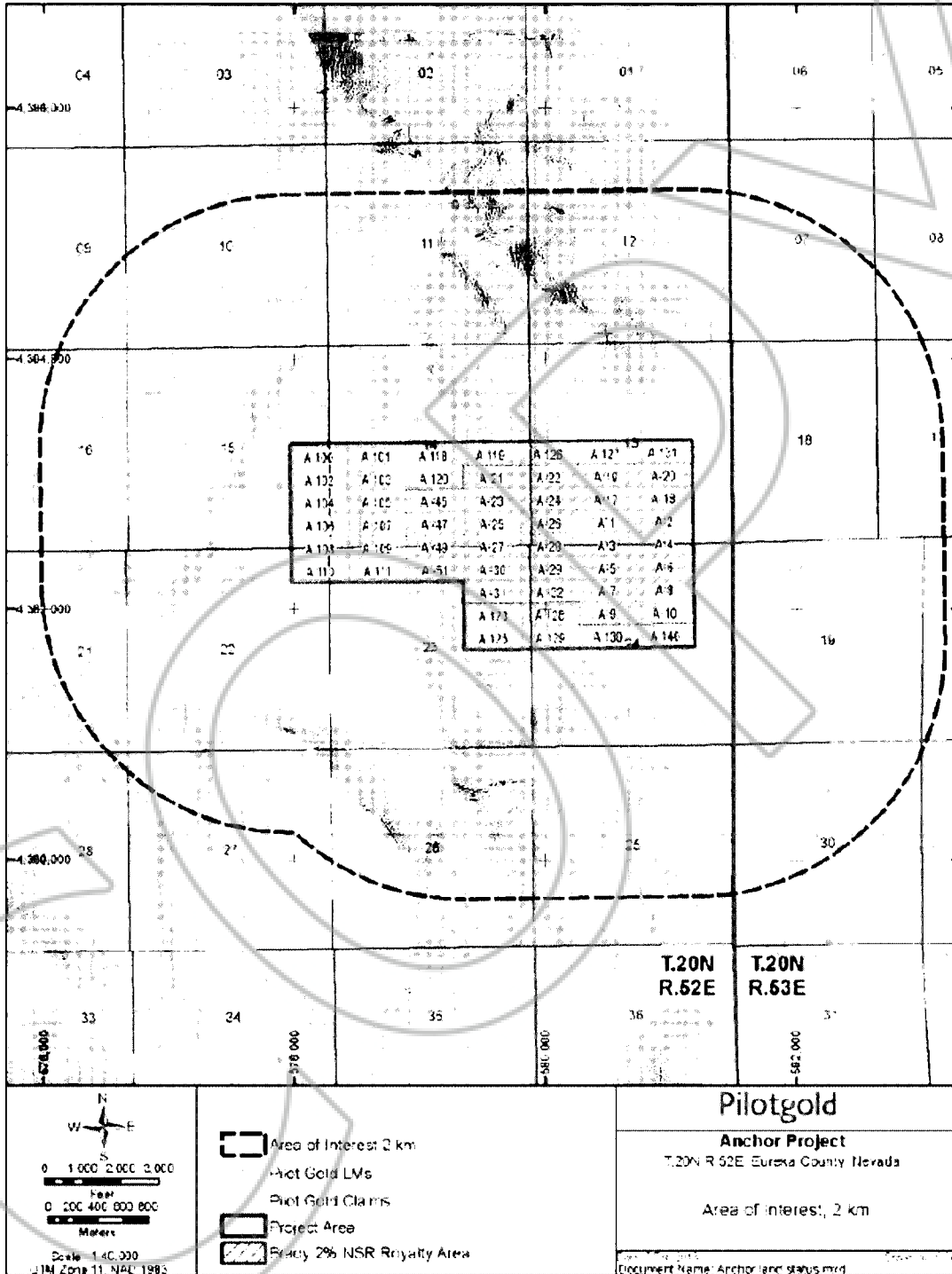
Total Claims: 54

ClaimName	LocationDate	BLM Legacy Serial Number	BLM New Serial Number	County Document Number
A-30	9/29/2005	NMC913085	NV101851833	201623
A-31	9/29/2005	NMC913086	NV101851834	201624
A-32	9/29/2005	NMC913087	NV101851835	201625
A-45	9/29/2005	NMC913100	NV101851836	201638
A-47	9/30/2005	NMC913102	NV101851837	201640
A-49	9/30/2005	NMC913104	NV101851838	201642
A-51	9/30/2005	NMC913106	NV101851839	201644
A-1	9/2/2005	NMC913112	NV101851840	201684
A-2	9/2/2005	NMC913113	NV101851841	201685
A-3	9/2/2005	NMC913114	NV101852001	201686
A-4	9/2/2005	NMC913115	NV101853023	201687
A-5	9/2/2005	NMC913116	NV101853024	201688
A-6	9/2/2005	NMC913117	NV101853025	201689
A-7	9/2/2005	NMC913118	NV101853026	201690
A-8	9/2/2005	NMC913119	NV101853027	201691
A-9	9/2/2005	NMC913120	NV101853028	201692
A-10	9/2/2005	NMC913121	NV101853029	201693
A-17	9/2/2005	NMC913122	NV101853030	201694
A-18	9/2/2005	NMC913123	NV101853031	201695

ClaimName	LocationDate	BLM Legacy Serial Number	BLM New Serial Number	County Document Number
A-19	9/2/2005	NMC913124	NV101853032	201696
A-20	9/2/2005	NMC913125	NV101853033	201697
A-21	9/2/2005	NMC913126	NV101853034	201698
A-22	9/2/2005	NMC913127	NV101853035	201699
A-23	9/2/2005	NMC913128	NV101853036	201700
A-24	9/2/2005	NMC913129	NV101853037	201701
A-25	9/2/2005	NMC913130	NV101853038	201702
A-26	9/2/2005	NMC913131	NV101853039	201703
A-27	9/2/2005	NMC913132	NV101853040	201704
A-28	9/2/2005	NMC913133	NV101853041	201705
A-29	9/2/2005	NMC913134	NV101853042	201706
A 100	12/3/2010	NMC1038229	NV101677480	216699
A 101	12/3/2010	NMC1038230	NV101677481	216700
A 102	12/3/2010	NMC1038231	NV101677482	216701
A 103	12/3/2010	NMC1038232	NV101677483	216702
A 104	12/3/2010	NMC1038233	NV101677484	216703
A 105	12/3/2010	NMC1038234	NV101677485	216704
A 106	12/3/2010	NMC1038235	NV101677486	216705
A 107	12/3/2010	NMC1038236	NV101677487	216706
A 108	12/3/2010	NMC1038237	NV101677488	216707
A 109	12/3/2010	NMC1038238	NV101677489	216708
A 110	12/3/2010	NMC1038239	NV101677490	216709
A 111	12/3/2010	NMC1038240	NV101677491	216710
A 118	12/2/2010	NMC1038247	NV101677492	216717
A 119	12/2/2010	NMC1038248	NV101678454	216718
A 120	12/2/2010	NMC1038249	NV101678455	216719
A 123	12/2/2010	NMC1038252	NV101678456	216722
A 125	12/2/2010	NMC1038254	NV101678457	216724
A 126	12/2/2010	NMC1038255	NV101678458	216725
A 127	12/2/2010	NMC1038256	NV101678459	216726
A 128	12/2/2010	NMC1038257	NV101678460	216727
A 129	12/2/2010	NMC1038258	NV101678461	216728
A 130	12/2/2010	NMC1038259	NV101678462	216729
A 131	12/3/2010	NMC1038260	NV101678463	216730

ClaimName	LocationDate	BLM Legacy Serial Number	BLM New Serial Number	County Document Number
A 140	12/3/2010	NMC1038269	NV101678464	216739





Stateline Project

“JC” and “RICE” Unpatented Lode Mining Claims
Township 32 South, Range 19 West, Sections 19, 30
Township 32 South, Range 20 West, Sections 23-26, 35-36
Township 33 South, Range 20 West, Sections 1-2
Salt Lake Meridian
Iron County, Utah
Total Claims: 94

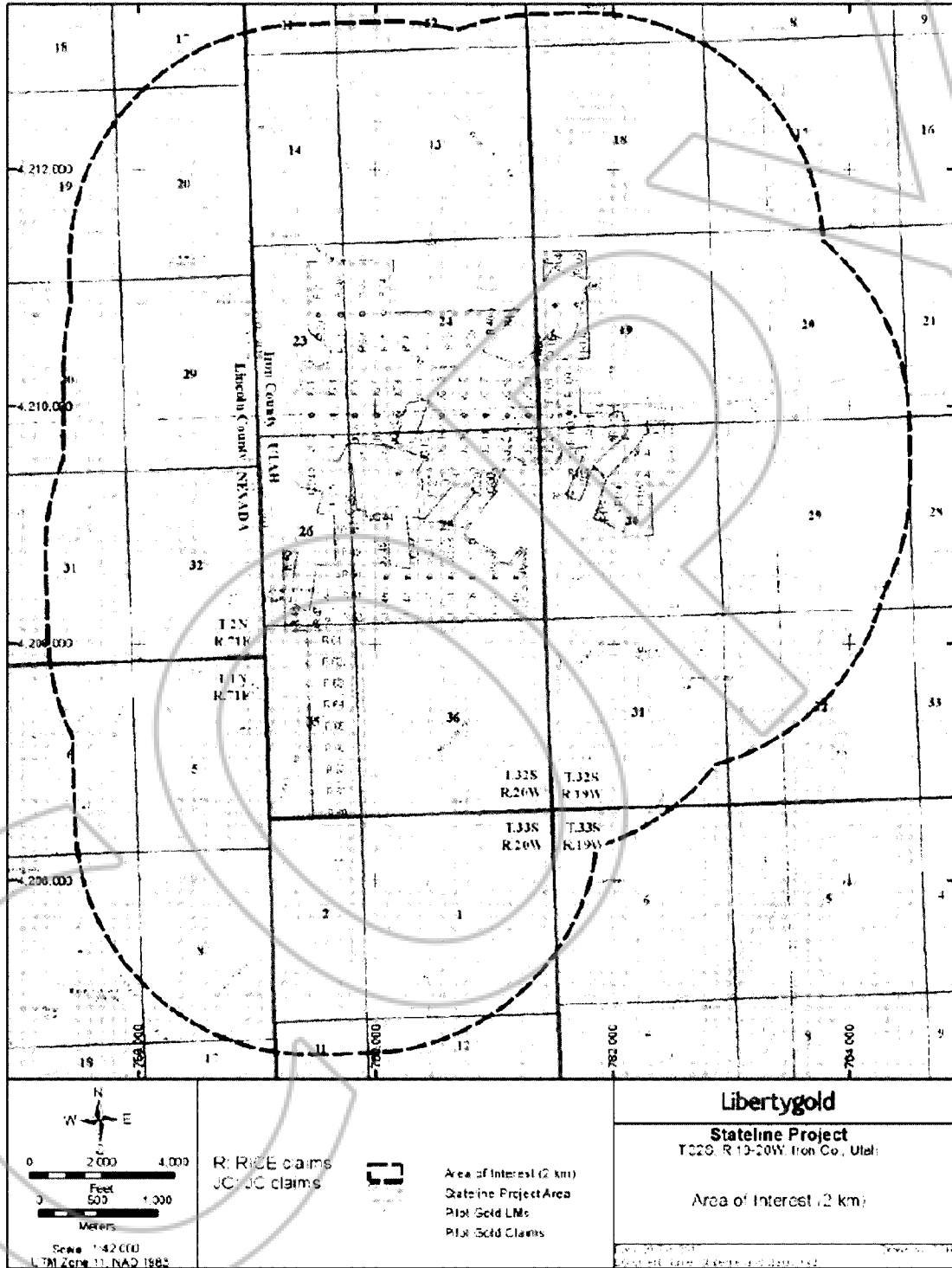
Claim Name	Location Date	BLM Legacy Serial No. (BLM New Serial No.)	BLM Recording Date (Amendment)	County Document Number (Amendment)	County Recording Date (Amendment)
JC # 1	9/12/2004	UMC372142 (UT101653083)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 2	9/12/2004	UMC372143 (UT101653084)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 3	9/12/2004	UMC372144 (UT101653085)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 4	9/12/2004	UMC372145 (UT101653086)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 5	9/12/2004	UMC372146 (UT101653087)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 6	9/12/2004	UMC372147 (UT101653088)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 7	9/12/2004	UMC372148 (UT101653089)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 8	9/12/2004	UMC372149 (UT101653090)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 9	9/12/2004	UMC372150 (UT101653091)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 10	9/12/2004	UMC372151 (UT101653092)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 11	9/12/2004	UMC372152 (UT101653093)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 12	9/12/2004	UMC372153 (UT101653094)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 13	9/12/2004	UMC372154 (UT101653095)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 14	9/12/2004	UMC372155 (UT101653096)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 15	9/12/2004	UMC372156 (UT101653097)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 16	9/12/2004	UMC372157 (UT101653098)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 17	9/12/2004	UMC372158 (UT101653099)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)

Claim Name	Location Date	BLM Legacy Serial No. (BLM New Serial No.)	BLM Recording Date (Amendment)	County Document Number (Amendment)	County Recording Date (Amendment)
JC # 18	9/12/2004	UMC372159 (UT101653100)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 19	9/12/2004	UMC372160 (UT101653101)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 20	9/12/2004	UMC372161 (UT101653102)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 21	9/12/2004	UMC372162 (UT101653103)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 22	9/12/2004	UMC372163 (UT101654031)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 23	9/12/2004	UMC372164 (UT101654032)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 24	9/11/2004	UMC372165 (UT101654033)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 25	9/11/2004	UMC372166 (UT101654034)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 26	9/11/2004	UMC372167 (UT101654035)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 27	9/11/2004	UMC372168 (UT101654036)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 28	9/11/2004	UMC372169 (UT101654037)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 29	9/11/2004	UMC372170 (UT101654038)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 30	9/11/2004	UMC372171 (UT101654039)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 31	9/11/2004	UMC372172 (UT101654040)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 32	9/11/2004	UMC372173 (UT101654041)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 33	9/11/2004	UMC372174 (UT101654042)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 34	9/11/2004	UMC372175 (UT101654043)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 35	9/11/2004	UMC372176 (UT101654044)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 36	9/11/2004	UMC372177 (UT101654045)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 37	9/11/2004	UMC372178 (UT101654046)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 38	9/11/2004	UMC372179 (UT101654047)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 39	9/11/2004	UMC372180 (UT101654048)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 40	9/11/2004	UMC372181	10/8/2004	491433	12/8/2004

Claim Name	Location Date	BLM Legacy Serial No. (BLM New Serial No.)	BLM Recording Date (Amendment)	County Document Number (Amendment)	County Recording Date (Amendment)
		(UT101654049)	(2/9/2005)	(498167)	(2/9/2005)
JC # 41	9/11/2004	UMC372182 (UT101654050)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 42	9/11/2004	UMC372183 (UT101654051)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 43	9/11/2004	UMC372184 (UT101629586)	10/8/2004 (2/9/2005)	491433 (498167)	12/8/2004 (2/9/2005)
JC # 44	10/6/2004	UMC372185 (UT101629587)	10/8/2004	491433	12/8/2004
JC # 45	10/6/2004	UMC372186 (UT101629588)	10/8/2004	491433	12/8/2004
JC # 46	10/6/2004	UMC372187 (UT101629589)	10/8/2004	491433	12/8/2004
JC # 47	10/6/2004	UMC372188 (UT101629590)	10/8/2004	491433	12/8/2004
JC # 48	10/6/2004	UMC372189 (UT101629591)	10/8/2004	491433	12/8/2004
RICE 28	6/24/2007	UMC396208 (UT101520159)	8/24/2007	556658	7/17/2007
RICE 29	6/24/2007	UMC396209 (UT101520160)	8/24/2007 (3/18/2008)	556659 (569336)	7/17/2007 (3/19/2008)
RICE 30	6/24/2007	UMC396210 (UT101520161)	8/24/2007	556660	7/17/2007
RICE 31	6/24/2007	UMC396211 (UT101360990)	8/24/2007	556661	7/17/2007
RICE 32	6/24/2007	UMC396212 (UT101360991)	8/24/2007	556662	7/17/2007
RICE 33	6/24/2007	UMC396213 (UT101360992)	8/24/2007	556663	7/17/2007
RICE 34	6/24/2007	UMC396214 (UT101360993)	8/24/2007	556664	7/17/2007
RICE 35	6/24/2007	UMC396215 (UT101360994)	8/24/2007	556665	7/17/2007
RICE 36	6/24/2007	UMC396216 (UT101360995)	8/24/2007	556666	7/17/2007
RICE 37	6/24/2007	UMC396217 (UT101360996)	8/24/2007	556667	7/17/2007
RICE 38	6/24/2007	UMC396218 (UT101360997)	8/24/2007	556668	7/17/2007
RICE 39	6/24/2007	UMC396219 (UT101360998)	8/24/2007	556669	7/17/2007
RICE 40	6/24/2007	UMC396220 (UT101360999)	8/24/2007	556670	7/17/2007
RICE 41	6/24/2007	UMC396221 (UT101361000)	8/24/2007	556671	7/17/2007
RICE 42	6/24/2007	UMC396222	8/24/2007	556672	7/17/2007

Claim Name	Location Date	BLM Legacy Serial No. (BLM New Serial No.)	BLM Recording Date (Amendment)	County Document Number (Amendment)	County Recording Date (Amendment)
		(UT101361083)			
RICE 45	6/24/2007	UMC396225 (UT101361792)	8/24/2007	556675	7/17/2007
RICE 46	6/24/2007	UMC396226 (UT101361793)	8/24/2007	556676	7/17/2007
RICE 47	6/24/2007	UMC396227 (UT101361794)	8/24/2007	556677	7/17/2007
RICE 48	6/24/2007	UMC396228 (UT101361795)	8/24/2007	556678	7/17/2007
RICE 49	6/25/2007	UMC396229 (UT101361796)	8/24/2007	556679	7/17/2007
RICE 50	6/25/2007	UMC396230 (UT101361797)	8/24/2007	556680	7/17/2007
RICE 51	6/25/2007	UMC396231 (UT101361798)	8/24/2007	556681	7/17/2007
RICE 52	6/25/2007	UMC396232 (UT101361799)	8/24/2007 (11/14/2007)	556682 (563436)	7/17/2007 (11/15/2007)
RICE 61	6/23/2007	UMC396241 (UT101361800)	8/24/2007	556691	7/17/2007
RICE 62	6/23/2007	UMC396242 (UT101361895)	8/24/2007	556692	7/17/2007
RICE 63	6/23/2007	UMC396243 (UT101362691)	8/24/2007	556693	7/17/2007
RICE 64	6/23/2007	UMC396244 (UT101362692)	8/24/2007	556694	7/17/2007
RICE 65	6/23/2007	UMC396245 (UT101362693)	8/24/2007	556695	7/17/2007
RICE 66	6/23/2007	UMC396246 (UT101362694)	8/24/2007	556696	7/17/2007
RICE 67	6/23/2007	UMC396247 (UT101363482)	8/24/2007	556697	7/17/2007
RICE 68	6/23/2007	UMC396248 (UT101363483)	8/24/2007	556698	7/17/2007
RICE 69	6/23/2007	UMC396249 (UT101363484)	8/24/2007 (11/14/2007)	556699 563437	7/17/2007 (11/15/2007)
RICE 104	5/27/2008	UMC406777 (UT101516165)	6/24/2008	574476	6/24/2008
RICE 105	5/27/2008	UMC406778 (UT101516166)	6/24/2008	574477	6/24/2008
RICE 106	5/27/2008	UMC406779 (UT101516167)	6/24/2008	574478	6/24/2008
RICE 107	5/27/2008	UMC406780 (UT101516168)	6/24/2008	574479	6/24/2008

Claim Name	Location Date	BLM Legacy Serial No. (BLM New Serial No.)	BLM Recording Date (Amendment)	County Document Number (Amendment)	County Recording Date (Amendment)
RICE 108	5/26/2008	UMC406781 (UT101516169)	6/24/2008	574480	6/24/2008
RICE 109	5/26/2008	UMC406782 (UT101516170)	6/24/2008	574481	6/24/2008
RICE 110	5/26/2008	UMC406783 (UT101516171)	6/24/2008	574482	6/24/2008
RICE 111	5/26/2008	UMC406784 (UT101516172)	6/24/2008	574483	6/24/2008
RICE 112	5/26/2008	UMC406785 (UT101516173)	6/24/2008	574484	6/24/2008
RICE 113	5/28/2008	UMC406786 (UT101516174)	6/24/2008	574485	6/24/2008
RICE 114	5/28/2008	UMC406787 (UT101516175)	6/24/2008	574486	6/24/2008
RICE 115	5/28/2008	UMC406788 (UT101516176)	6/24/2008	574487	6/24/2008
RICE 116	5/28/2008	UMC406789 (UT101516177)	6/24/2008	574488	6/24/2008
RICE 117	5/28/2008	UMC406790 (UT101516178)	6/24/2008	574489	6/24/2008



Sandy Project

“SA” Unpatented Lode Mining Claims

Township 4 South, Range 55 East, Sections 12, 13, 24, and 25

Mt. Diablo Base Line & Meridian

Lincoln County, Nevada

Total Claims: 54

ClaimName	LocationDate	BLM Legacy SerialNumber	BLM New Serial Number	County Document Number
SA-1	9/13/2011	NMC1058806	NV101523199	139950
SA-2	9/13/2011	NMC1058807	NV101523200	139951
SA-3	9/13/2011	NMC1058808	NV101523365	139952
SA-4	9/13/2011	NMC1058809	NV101523366	139953
SA-5	9/13/2011	NMC1058810	NV101523367	139954
SA-6	9/13/2011	NMC1058811	NV101523368	139955
SA-7	9/13/2011	NMC1058812	NV101523369	139956
SA-8	9/13/2011	NMC1058813	NV101523370	139957
SA-9	9/14/2011	NMC1058814	NV101523371	139958
SA-10	9/14/2011	NMC1058815	NV101523372	139959
SA-11	9/14/2011	NMC1058816	NV101523373	139960
SA-12	9/14/2011	NMC1058817	NV101523374	139961
SA-13	9/14/2011	NMC1058818	NV101523375	139962
SA-14	9/14/2011	NMC1058819	NV101523376	139963
SA-15	9/14/2011	NMC1058820	NV101523377	139964
SA-16	9/14/2011	NMC1058821	NV101523378	139965
SA-17	9/14/2011	NMC1058822	NV101523379	139966
SA-18	9/14/2011	NMC1058823	NV101523380	139967
SA-19	9/14/2011	NMC1058824	NV101523381	139968
SA-20	9/14/2011	NMC1058825	NV101523382	139969
SA-21	11/8/2011	NMC1063661	NV101341330	140279
SA-22	11/8/2011	NMC1063662	NV101341331	140280
SA-23	11/8/2011	NMC1063663	NV101341332	140281
SA-24	11/8/2011	NMC1063664	NV101341333	140282
SA-25	11/8/2011	NMC1063665	NV101341334	140283
SA-26	11/9/2011	NMC1063666	NV101341335	140284
SA-27	11/8/2011	NMC1063667	NV101341336	140285
SA-28	11/9/2011	NMC1063668	NV101342532	140286
SA-29	11/10/2011	NMC1063669	NV101342533	140287
SA-30	11/10/2011	NMC1063670	NV101342534	140288

ClaimName	LocationDate	BLM Legacy SerialNumber	BLM New Serial Number	County Document Number
SA-31	11/10/2011	NMC1063671	NV101342535	140289
SA-32	11/10/2011	NMC1063672	NV101342536	140290
SA-45	11/10/2011	NMC1063673	NV101342537	140291
SA-46	11/10/2011	NMC1063674	NV101342538	140292
SA-47	11/10/2011	NMC1063675	NV101342539	140293
SA-48	11/10/2011	NMC1063676	NV101342540	140294
SA-49	11/10/2011	NMC1063677	NV101342541	140295
SA-50	11/10/2011	NMC1063678	NV101342542	140296
SA-58	10/20/2011	NMC1063679	NV101342543	140297
SA-59	10/20/2011	NMC1063680	NV101343926	140298
SA-60	10/20/2011	NMC1063681	NV101343927	140299
SA-61	10/20/2011	NMC1063682	NV101343928	140300
SA-62	10/20/2011	NMC1063683	NV101343929	140301
SA-63	10/20/2011	NMC1063684	NV101343930	140302
SA-65	10/20/2011	NMC1063686	NV101343931	140304
SA-67	10/20/2011	NMC1063688	NV101343932	140306
SA-68	10/20/2011	NMC1063689	NV101343933	140307
SA-69	10/20/2011	NMC1063690	NV101343934	140308
SA-70	10/20/2011	NMC1063691	NV101343935	140309
SA-71	10/20/2011	NMC1063692	NV101343936	140310
SA-72	10/20/2011	NMC1063693	NV101345129	140311
SA-73	10/20/2011	NMC1063694	NV101345130	140312
SA-74	10/20/2011	NMC1063695	NV101345131	140313
SA-75	10/20/2011	NMC1063696	NV101345132	140314

