

EUREKA COUNTY, NV
LAND-ROY
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Total:\$37.00

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CORDILLERAN EXP CO LLC



00013903202102463830090095
LISA HOEHNE, CLERK RECORDER E08

RECORDED AT THE REQUEST OF AND
AFTER RECORDING PLEASE RETURN TO:
Cordilleran Exploration Company, LLC
Attn: Andy Wallace
575 E. 2nd Street
Reno, NV 89502

APN: N/A (royalty only, unpatented mining claims)

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

ROYALTY DEED
(Browns Canyon Property)

This Royalty Deed ("Deed") is made effective as of August 25, 2021 (the "Effective Date") by and between ALLEGIANT GOLD (U.S.) LTD., a Nevada corporation formerly known as Columbus Gold (U.S.) Corporation ("Allegiant"), and CORDILLERAN EXPLORATION COMPANY, LLC, a Nevada limited liability company whose address is Attn: Andy Wallace, 575 E. 2nd Street, Reno, Nevada 89502 ("Cordex"). Allegiant and Cordex are collectively referred to herein as the "Parties" and individually as a "Party."

Recitals

A. Allegiant and Cordex are parties to that certain 2019 Cordex Services Agreement dated as of January 1, 2019 (the "Agreement").

B. Pursuant to the terms of the Agreement, Cordex is entitled to receive a production royalty conveyance as set forth in this Deed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, incorporating the Recitals set forth above, agree as follows:

1. Grant of Production Royalty. Allegiant does hereby grant and convey to Cordex a perpetual net smelter returns production royalty (the "Royalty") on any mineral production from the mining claims described in **Exhibit 1** attached hereto and by reference made a part hereof (the "Property"), which Royalty shall be calculated and paid in accordance with the provisions of **Exhibit 2** attached hereto and by reference made a part hereof. The Royalty shall run with the land (including any and all of said mining claims that are amended, relocated or replaced, or modified or converted in any way to retain tenure to federal lands in connection with any future changes in the United States mining laws), shall be binding upon Allegiant and any and all successors to Allegiant, and shall be payable to Cordex and its successors regardless of whether the Property is held in the name of Allegiant or any other person or entity. The amount of the Royalty shall be two percent (2%).

2. Representations and Warranties by Allegiant. Allegiant makes no representations or warranties to Cordex regarding title to the Property or the Royalty except that as of the Effective Date the Property is free and clear of any lien or encumbrance arising by, through or under Allegiant, and that the Royalty is created and granted free and clear of any lien or encumbrance arising by, through or under Allegiant.

3. Survival of Agreement Obligations. This Deed is given pursuant to the Agreement, the terms and conditions of which shall survive the execution and delivery of this Deed, including without limitation Cordex's right to receive title to the Property (and related information) prior to its abandonment as provided in Section 7 of the Agreement, Cordex's right to receive minimum advance royalty payments for the Property as provided in Section 8 of the Agreement, and the area of interest provisions in Section 10 of the Agreement.

4. Binding Effect. This Deed shall inure to the benefit of and be binding upon the parties and their respective successors. As set forth in the Agreement, any sale, option, lease, joint venture or transfer of the Property by Allegiant or its successors shall be subject to the Transfer Obligations (as defined in the Agreement).

5. Further Assurances. Each Party agrees to execute and deliver, from time to time, such additional documents and to take such further actions as may be necessary to fully implement the transactions contemplated by this Deed.

6. Governing Law. This Deed, and any causes of action arising out of or based upon this Deed or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of Nevada, without regard to choice or conflict of law principles that would result in the application of the laws of any other jurisdiction. Each Party irrevocably consents, on behalf of itself and its successors, to the exclusive jurisdiction of the courts of the State of Nevada or the federal district court for the District of Nevada, as may be applicable, in respect of any disputes arising hereunder, with venue to be in Washoe County, Nevada.

7. Execution. This Deed may be executed in counterparts, which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Deed to be executed by their duly authorized representatives on the dates indicated in the acknowledgements below, but effective as of the Effective Date.

[Signature page follows]

Allegiant:

ALLEGIANT GOLD (U.S.) LTD., a Nevada Corporation

By: _____

Peter Gianulis, President

Cordex:

CORDILLERAN EXPLORATION COMPANY, LLC, a Nevada limited liability company

By: _____

Andy B. Wallace, Manager

STATE Florida)

: ss.

COUNTY Miami-Dade)

On this 27 day of August, 2021, personally appeared before me, a Notary Public, Peter Gianulis, the President of ALLEGIANT GOLD (U.S.) LTD., a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.



Courtney King
Notary Public
State of Florida
Comm# HH082990
Expires 1/20/2025

Courtney King
NOTARY PUBLIC, residing in
Miami-Dade, Florida

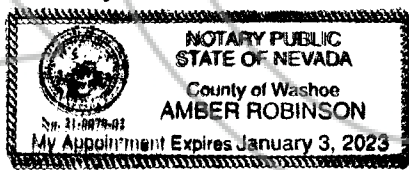
My commission expires:
01/20/2025

STATE OF NEVADA)

) ss.

COUNTY OF WASHOE)

On this 13th day of September, 2021, personally appeared before me, a Notary Public, Andy B. Wallace, a Manager of CORDILLERAN EXPLORATION COMPANY, LLC, a Nevada limited liability company, who acknowledged that he executed the above instrument on behalf of said entity.



[seal]

NOTARY PUBLIC
STATE OF NEVADA
County of Washoe
AMBER ROBINSON
No. 31-0079-01
My Appointment Expires January 3, 2023

Amber Robinson
NOTARY PUBLIC, residing in
Reno, NV

My commission expires:
01-03-2023

Exhibit 1

Browns Canyon Property

The Property consists of the following 2 unpatented lode mining claims located within projected Section 18 of unsurveyed T18N, R52E, MDM, Eureka County, Nevada:

<u>Claim Name</u>	<u>BLM Serial No.</u>	<u>Recorded Document No.</u>	<u>Location Date</u>
BC 240	NMC# 1189222	2019-238703	05/17/2019
BC 241	NMC# 1189223	2019-238702	05/17/2019

[End]

Exhibit 2

1. Royalty. The Royalty shall be a net smelter returns production royalty payable on any mineral production from any part of the Property. For purposes of this Deed, net smelter returns shall mean gross revenues received by Allegiant or its successors from the sale of all ore, concentrate, doré, metal and mineral products of any kind derived from ore mined from the Property, including all sand, gravel and road grit ("Mineral Products"), after deduction of the following:

- (a) all smelting and refining costs including sampling, assaying, treatment charges and penalties, including but not limited to metal losses, incurred by the purchaser of Mineral Products;
- (b) costs of handling, transporting, securing and insuring Mineral Products from the Property or from a concentrator, whether situated on or off the Property, to a smelter, refinery or other purchaser of Mineral Products including, in the case of gold or silver concentrates, security costs;
- (c) ad valorem taxes and taxes based upon sales or production of Mineral Products, but not income taxes; and
- (d) marketing costs, including sales commissions, incurred in selling Mineral Products.

2. Non-Arm's Length Revenue. Where revenue otherwise to be included under this Deed is received by Allegiant in a transaction with a party with whom it is not dealing at arm's length, the revenue to be included shall be based on the fair market value under the circumstances and at the time of the transaction.

3. Non-Arm's Length Costs. Where a cost otherwise deductible under this Deed is incurred by Allegiant in a transaction with a party with whom it is not dealing at arm's length, the cost to be deducted shall be the fair market cost under the circumstances and at the time of the transaction.

4. Currency. The currency of the United States shall be used for the purposes of calculating the Royalty.

5. Hedging. Allegiant may, but shall not be under any duty to, engage in price protection (hedging) or speculative transactions such as futures contracts and commodity options in its sole discretion covering all or part of production from the Property and, except in the case where products are actually delivered and a sale is actually consummated under such price protection or speculative transactions, none of the revenues, costs, profits or losses from such transactions shall be taken into account in calculating the Royalty.

6. Commingling. If the Property is brought into commercial production, it may be operated as a single operation with other mining properties owned by third parties or in which Allegiant has an interest, in which event the parties agree that (notwithstanding separate ownership thereof) ores mined from the mining properties (including the Property) may be blended at the time

of mining or at any time thereafter; provided, however, that the respective mining properties shall bear and have allocated to them their proportionate part of costs described in paragraphs 1(a) to 1(d) above incurred relating to the single operation, and shall have allocated to each of them the proportionate part of the revenues earned relating to such single operation. In making any such allocation, effect shall be given to the tonnages and location of ore and other material mined and beneficiated and the characteristics of such material including the metal content and metal recoverability of ore removed from, and to any special charges relating particularly to ore, concentrates or other products or the treatment thereof derived from, any of such mining properties. Allegiant shall ensure that highest and best practices and procedures utilized in the precious metals mining industry are adopted and employed for weighing, determining moisture content, sampling and assaying and determining recovery factors. Notwithstanding the foregoing provisions of this paragraph 6, Allegiant shall, at least 60 days prior to any such commingling, deliver to Cordex a detailed written description of the proposed commingling plan and the methods and procedures by which Allegiant intends to determine the respective outturn of minerals from ores mined from the Property and the other property or properties, which plan shall be in accordance with best mining practices. Allegiant shall not commence commingling without Cordex's prior written consent to such plan, which consent shall not be unreasonably conditioned, delayed or withheld.

7. Payments. Payment of the Royalty shall be made to Cordex within 30 days after the end of each calendar quarter, and shall be based on revenue received from the sale of Mineral Products during that quarter. All payments shall be accompanied by pertinent information in sufficient detail to explain the calculation of the payment. All such payments shall be made in U.S. Dollars.

8. Calculations. After the year in which commercial production is commenced on the Property, Cordex shall be provided annually on or before April 1 with a copy of the calculation of the Royalty payments, determined in accordance with this Deed, for the preceding calendar year, certified correct by Allegiant.

9. Audits. Allegiant shall cause any Royalty payments and the records relating thereto to be audited within the first quarter of each calendar year by a national firm of chartered accountants designated and paid by Allegiant (which may be the auditor of Allegiant) and:

- (a) copies of the audit reports shall be delivered to Cordex and Allegiant by the chartered accounting firm;
- (b) either party will have three months after receipt of any audit report to object thereto in writing to the other party, and failing such objection, such report shall be deemed correct except with respect to any instances of fraud or intentional misconduct; and
- (c) in the event of a reaudit, all costs relating to such reaudit shall be paid by Allegiant if the original audit is found to be in error by a margin of 10% or more, or by Cordex if the original audit is found to be correct and Cordex requested the reaudit.

10. Rights of Parties. The right to receive Royalty payments from Allegiant and its successors as and when due is and will be deemed to be a covenant which runs with the Property irrespective of any change in ownership or control thereof, and Cordex shall have the unfettered

right to record public notice of the Royalty on title and Allegiant shall cooperate and assist in such recordation. Cordex's right to receive Royalty payments from Allegiant as and when due shall not be deemed to constitute Cordex the partner, agent or legal representative of Allegiant or to create any fiduciary relationship between them for any purpose whatsoever.

11. Operations. Allegiant shall be entitled to:

- (a) make all operational decisions with respect to the methods and extent of mining and processing of Mineral Products (for example, without limitation, the decision to process by heap leaching rather than conventional milling);
- (b) make all decisions relating to sales of Mineral Products; provided, however, that payments are made in accordance with paragraph 7 above; and
- (c) make all decisions concerning temporary or long-term cessation of operations.

12. Re-acquisitions and Modifications. Notwithstanding the provisions of paragraph 11 above, if Allegiant relinquishes, drops, abandons or allows any portion of the Property to lapse and subsequently reacquires a direct or indirect beneficial interest with respect to such portion of the Property, then such portion of the Property shall once again be subject to the obligation to pay the Royalty. Likewise, the Royalty shall be payable both before and after any patenting of any unpatented mining claims within the Property, and shall be applicable to any amendments or relocations of unpatented mining claims or any conversions of unpatented mining claims into leases or other forms of tenure under the federal mining laws now or hereafter existing.

13. Inspections. Cordex may, at times reasonably convenient to Allegiant at reasonable intervals and at Cordex's expense, have a representative present at any stage when Mineral Products are mined, handled, stored, treated, weighed, sampled, assayed and the contained moisture determined, and shall upon request be furnished with a representative part of any sample taken.

14. Records. Allegiant shall keep accurate records of data necessary for the computation of the Royalty. Allegiant's records, books and accounts that are related to the computation and payment of the Royalty shall be open during normal business hours to the inspection of and copying by Cordex or its designated representatives upon not less than three days' notice to Allegiant. Cordex shall honor and comply with any reasonable confidentiality restrictions placed upon such information by Allegiant.

[The remainder of this page is intentionally blank]

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)
 a) _____
 b) _____
 c) _____
 d) _____

2. Type of Property:
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 Other

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property \$ _____
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ _____

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section cb
 b. Explain Reason for Exemption: Royalty deed that memorializes ownership of certain royalties on unpatented mining claim
 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 Managing Member
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Allegiant Gold (US) Ltd
 Address: 575 E 2nd St
 City: Reno
 State: NV Zip: 89509

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Cordillera Expl. Co., LLC
 Address: 575 E 2nd St
 City: Reno
 State: NV Zip: 89509

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
 Print Name: _____ Escrow #: _____
 Address: _____
 City: _____ State: _____ Zip: _____