

RECORDED AT THE REQUEST OF, AND  
AFTER RECORDING PLEASE RETURN TO:  
Daniel A. Jensen  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, UT 84111

EUREKA COUNTY, NV      **2021-246475**  
Rec:\$37.00  
\$37.00      Pgs=61      **10/15/2021 04:31 PM**  
PARR BROWN GEE AND LOVELESS  
LISA HOEHNE, CLERK RECORDER

**Assessor Parcel Numbers: See Exhibit A**

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

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**DEED OF TRUST, ASSIGNMENT OF LEASES,  
RENTS AND CONTRACTS, SECURITY AGREEMENT  
AND FIXTURE FILING**

**RUBY HILL MINING COMPANY, LLC, as Trustor**

**to**

**MATTHEW E. JENSEN, ESQ., as Trustee**

**for the benefit of**

**WATERTON NEVADA SPLITTER, LLC and  
WATERTON NEVADA SPLITTER II, LLC, as Beneficiary**

THIS DEED OF TRUST, ASSIGNMENT OF LEASES, RENTS AND CONTRACTS, SECURITY AGREEMENT AND FIXTURE FILING (“**Deed of Trust**”) is made as of October 15, 2021, by **RUBY HILL MINING COMPANY, LLC**, a Nevada limited liability company, as trustor, whose mailing address is c/o Commerce Court West, 199 Bay Street, Suite 5050, Toronto, Ontario, Canada M5L 1E2, (“**Trustor**”), to **MATTHEW E. JENSEN, ESQ.**, as trustee, whose mailing address is 101 South 200 East, Suite 700, Salt Lake City, Utah 84111 (“**Trustee**”), for the benefit of **WATERTON NEVADA SPLITTER, LLC**, a Nevada limited liability company, and **WATERTON NEVADA SPLITTER II, LLC**, a Nevada limited liability company, as beneficiary (hereinafter referred to, individually and collectively, as “**Beneficiary**”).

### RECITALS

A. Beneficiary, Premier Gold Mines USA, Inc., a Delaware corporation (“**Purchaser**”), and i-80 Gold Corp., a British Columbia corporation (“**Guarantor**”), are parties to the Membership Interest Purchase Agreement dated September 3, 2021 (the “**Purchase Agreement**”).

B. Beneficiary, Purchaser, Trustor and Guarantor are parties to the Milestone Payment Rights Agreement dated October 13, 2021 (the “**MPR Agreement**”).

C. Pursuant to the MPR Agreement, the obligations of Trustor, Purchaser and Guarantor under the MPR Agreement are to be guaranteed and secured by Trustor which is the wholly owned subsidiary of Purchaser.

D. As a wholly owned subsidiary of Purchaser, Trustor acknowledges that it will benefit from and receive adequate consideration for the granting of this Deed of Trust.

E. It is a requirement under the MPR Agreement that Trustor execute and deliver this Deed of Trust.

F. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the MPR Agreement, and if any capitalized term is not defined herein or in the MPR Agreement, then such term shall have the meaning ascribed to it in the Purchase Agreement.

### AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale and right of entry and possession, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter in, all of Trustor’s present and future right, title, interest and claims of Trustor in and to all of the following described property whether now owned or hereafter acquired (all of Trustor’s present and future right, title, interest and claims in the property described in the following clauses (a) through (m) severally and collectively, the “**Trust Estate**”):

(a) Those certain water rights and fee properties (including all proceeds, royalties and income from all minerals or soil components (whether in-ground or extracted therefrom) mineral rights, mining rights, all rights and claims to minerals (whether in-ground or extracted) contained on or within such fee properties), more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as may now exist or hereafter may be acquired by Trustor, whether owned or leased by Trustor (collectively, the “**Fee Property**”), located in Eureka County, Nevada;

(b) Those certain mining claims, minerals, and all proceeds, royalties and income from all minerals or soil components (whether in-ground or extracted therefrom) mineral rights, mining rights, all rights and claims to minerals (whether in-ground or extracted), whether owned or leased by Trustor (collectively, the “**Mining Claims**”), located in Eureka County, Nevada, more particularly described on Exhibit B attached hereto and incorporated herein by this reference (collectively with the Fee Property, the “**Real Property**”), together with all rights appurtenant thereto, including the easements and rights of way over any other adjoining land granted by any legal entitlements, easement agreements, covenant or restrictive agreements and all air rights, minerals, mineral rights and interests, resources, reserves, land positions, stockpiled ore and minerals, overburden piles, tailings, byproducts, oil and gas rights, geothermal rights and resources, timber and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Trustor therein, either in law or in equity, in possession or expectancy, now or hereafter acquired and including the Real Property and all of Trustor’s rights and interest in and to streets, roads, ways, railways and public places, opened or postponed, and all rights of way, public or private, now or hereafter used in connection with, or belonging or appertaining to or being adjacent to the Real Property;

(c) Any and all buildings and other improvements now or hereafter erected on the Real Property including fixtures, attachments, appliances, equipment, machinery, and other personal property attached or affixed to, installed in, or used in connection with such buildings and other improvements (the “**Improvements**”), all of which shall be deemed and construed to be a part of the Real Property;

(d) All rents, issues, profits, claims, royalties, income, accounts and other benefits now or hereafter derived from the Real Property and the Improvements (collectively the “**Rents**”), subject to the terms and provisions of Article 2 of this Deed of Trust with respect to all leases and subleases of the Real Property or Improvements now or hereafter existing or entered into, or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

(e) All surface and ground water rights, both existing and hereafter acquired, whether appurtenant, severed or leased, of all legal dispositions or status (including temporary, adjudicated, vested, decreed, certificated, permitted, changed or modified water rights), appurtenant to or used or usable in connection with the Real Property, including the water rights listed on Exhibit A and any and all shares of stock (whether certificated or uncertificated), contracts, agreements, entitlements and authorizations evidencing the same, similar, or associated right or interest in any ditch, irrigation, or canal company, whether presently existing or hereafter created, recognized,

obtained or acquired (including entitlements, connection credits and other authorizations of any kind from any public or private water supplier or entity), and including all easements, rights of way, wells, pumps, casing, downhole equipment, meters, utilities and utility lines, diversion structures, canals, ditches, pipelines, headgates, weirs and other entitlements, improvements, fixtures and facilities used to withdraw, pump, divert, store, transport and use said water and water rights (collectively the “**Water Rights**”);

(f) All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, utility reservations and capacity rights, and other rights now owned or hereafter acquired by Trustor used in connection with the Real Property or the Improvements or as a means of access thereto (including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all and powers, estates, rights, titles, interests, minerals, royalties, privileges, liberties, tenements, hereditaments and appurtenances thereof and thereto);

(g) All grazing and range rights relating or pertaining to the Real Property; all oil, gas, minerals (including, but not limited to, all gold, silver, copper and other precious and base metals) and their intermediate products such as mineral bearing products such as mineral bearing ores and concentrates, coal, and other substances of any kind or character on or within the Real Property; all electrical users rights, in or hereafter relating to or used in connection with the Real Property; all shares of stock evidencing any such rights; all fixtures and equipment (whether or not annexed thereto) now or hereafter used for the production or distribution of minerals, water or electricity in connection with the use or occupancy of the Real Property or for the drainage or supply thereof; and all appendages, appurtenances, covenants, easements, hereditaments, liberties, privileges, rights of way, tenements, and other rights benefiting, or otherwise relating to the Real Property and/or the Improvements or any owner, occupier, or user thereof;

(h) All now or hereafter existing leases or licenses (under which Trustor is landlord) and subleases (under which Trustor is sublandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of all or any portion of the Trust Estate for any purpose in return for any payment, or the extraction or taking of any gas, water, geothermal resources, or other minerals from the Trust Estate in return for payment of any fee, rent or royalty, including Trustor’s right, title and interest as lessor in the same (collectively, “**Leases**”);

(i) All right, title, and interest of Trustor in (i) the property and interests in property described on Exhibit C attached hereto and incorporated herein by reference, (ii) all other personal property now or hereafter owned or acquired by Trustor that is now or hereafter located on or used in connection with or related to the Real Property or the Improvements, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Real Property or the Improvements, and (iv) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the “**Personal Property**”);

(j) All rights of Trustor under any covenants, conditions, and restrictions affecting the Real Property or the Improvements whether now existing or hereafter arising, including all voting rights, declarant’s rights, developer rights, and similar rights arising under any such covenants,

conditions, and restrictions (collectively, the “**CC&Rs**”), provided, Trustor shall retain the right to exercise its privileges under the CC&Rs (subject in all respects to the terms of the MPR Agreement) before any Event of Default hereunder and thereafter subject to Trustee’s and Beneficiary’s rights hereunder and under the MPR Agreement;

(k) All rights (but none of the obligations) of Trustor under any contracts, agreements, licenses or other documents affecting, relating to, executed in connection with, or used in the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition, management, or ownership of the Real Property or Improvements or the sale of goods or services produced in or relating to the Real Property or the Improvements, (collectively, the “**Other Agreements**”), provided, Trustor shall retain the right to exercise its privileges under the Other Agreements (subject in all respects to the terms of the MPR Agreement) before any Event of Default and thereafter subject to Trustee’s and Beneficiary’s rights hereunder and under the MPR Agreement;

(l) All the estate, interest, right, title, other claim or demand, both in law and in equity (including claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Real Property, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including any awards resulting from a change of grade of streets and awards for severance damages); and

(m) All proceeds, products, rents, revenues, issues, profits, royalties, income, benefits, additions, renewals, extensions, substitutions, replacements, minerals and mineral rights (including the Mining Claims), whether in-ground or extracted, and accessions of, and to, any of the foregoing.

Notwithstanding the foregoing, the Trust Estate shall not include any of the Other Agreements or other permit or license to the extent that the Trustor is expressly prohibited from granting a security interest in such instrument pursuant to the terms thereof, but only to the extent such prohibition is not invalidated under the Uniform Commercial Code or any Excluded Assets (as defined in Exhibit C). The foregoing descriptions of items constituting the Trust Estate shall be construed as cumulative and not limiting, and the terms “include” and “including”, when used in those descriptions, shall mean without limitation by reason of enumeration. Unless the context clearly indicates otherwise, the terms “equipment,” “inventory,” “accounts,” “instruments,” “promissory notes,” “investment property,” “commercial tort claims,” “deposit accounts,” “letter-of-credit rights,” “supporting obligations,” “chattel paper,” “general intangibles,” “proceeds” and “products” shall have the meanings provided for those terms in the Uniform Commercial Code as adopted and enacted by the State of Nevada (as amended or replaced from time to time, the “**Nevada Uniform Commercial Code**”) in effect on the date of this Deed of Trust.

For the purpose of securing the payment of all amounts payable arising under the MPR Agreement, and performance of their respective obligations under the MPR Agreement, by Trustor, Purchaser and/or Guarantor and all other indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, matured or not, of Trustor, Purchaser and/or Guarantor to Beneficiary under the MPR Agreement or hereunder, whether incurred before, at the time of, or

subsequent to the execution hereof, whether incurred alone or with another or others, including extensions and renewals thereof (together, the “**Secured Obligations**”), which shall include interest accruing subsequent to the filing of, or which would have accrued but for the filing of, a petition for bankruptcy, in accordance with and at the Interest Rate, as defined below (including any rate applicable upon any default or event of default under the MPR Agreement, to the extent lawful), whether or not such interest is an allowable claim in such bankruptcy proceeding.

TRUSTOR HEREBY COVENANTS AND FURTHER AGREES AS FOLLOWS:

## ARTICLE 1 COVENANTS AND AGREEMENTS OF TRUSTOR

1.01 Payment and Performance of Obligations. Trustor shall pay, or cause to be paid, when due and/or perform, or cause to be performed, each of the Secured Obligations. All covenants contained in the MPR Agreement are hereby incorporated into this Deed of Trust by reference.

1.02 Maintenance, Repair, Alterations. Trustor shall keep, maintain, preserve and protect the Trust Estate in good repair, working order, and condition, ordinary wear and tear excepted. Trustor shall: (a) complete any Improvement that may now be or hereafter constructed in good and workmanlike manner; and (b) restore any Improvements that may be damaged or destroyed to substantially the same condition as existing immediately before such damage or destruction and pay when due all claims for labor performed and materials furnished therefore, in either case excepting any Improvements that Trustor does not reasonably consider to be material to the business of Trustor. Trustor shall comply in all material respects with all Requirements (as defined below) and shall not suffer to occur or exist any violation in any material respect of any Requirement. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent permitted by law or required by the MPR Agreement, shall keep and maintain abutting grounds, roads, parking, etc. in good and neat order and repair. Trustor shall perform in all material respects its obligations under each Lease the CC&Rs, if any. “**Requirement**” and “**Requirements**” mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, any work or activity necessary to preserve and maintain the Trust Estate, preserve or maintain mining or other rights in the Trust Estate, any construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust Estate (including, without limitation (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), including, without limitation, any mining reports, filings, verifications of mining activity, etc. and (ii) such obligations and requirements of, in, or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (C) any lien or encumbrance, (D) any other agreement, document, or instrument to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected (including, without limitation, the CC&Rs, if any, and the Other Agreements), and (E) any order, writ, judgment, injunction, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

1.03 Required Insurance. Trustor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Trust Estate, at no expense to Trustee or Beneficiary, policies of insurance in accordance with prudent mining practices or as required by the Purchase Agreement or MPR Agreement. All such policies of insurance required by this Deed of Trust shall contain endorsements or agreements by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Trustor or any party holding under Trustor that might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights to set off, counterclaims, deductions against Trustor. Prior to the expiration of each required policy, Trustor shall deliver to Beneficiary evidence reasonably satisfactory to Beneficiary of the payment of premium and the renewal or replacement of such policy continuing insurance in form as required by this Deed of Trust, the Purchase Agreement, or the MPR Agreement.

1.04 Payment of Premiums. In the event Trustor fails to obtain, maintain, or deliver to Beneficiary the policies of insurance with respect to the Trust Estate required under the MPR Agreement and this Deed of Trust, Beneficiary may but without any obligation to do so, obtain such policies or take other action that it deems appropriate to remedy the failure and pursue its rights and remedies in the MPR Agreement. All sums, including reasonable attorneys' fees, so expended by or on behalf of Beneficiary will be a lien on the Trust Estate, will be secured by this Deed of Trust, and will be paid by Trustor on demand, together with interest at twelve percent (the "**Interest Rate**"). No payment or other action by Beneficiary under this Deed of Trust, including this section, will impair any other right or remedy available to Beneficiary or constitute a waiver of any default.

1.05 Casualties; Insurance Proceeds. After the happening of any material casualty to or in connection with the Trust Estate or any part thereof, whether or not covered by insurance, Trustor shall give prompt written notice thereof to Beneficiary. All proceeds of property casualty insurance with respect to the Trust Estate shall be payable to Beneficiary if, but only if, there are any amounts unpaid and owing by Trustor under the MPR Agreement. If, in that situation, Trustor receives any proceeds of insurance resulting from such casualty, Trustor shall promptly pay over such proceeds to Beneficiary.

1.06 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust as a mortgage, a sale under the power of sale, or any other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the Secured Obligations, all right, title and interest of Trustor in and to all policies of insurance required by Section 1.03 shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate, to the extent such policies are assignable pursuant to the terms thereof.

1.07 Waiver of Offset. Except for such notice as may be expressly required hereunder or under the MPR Agreement, all sums payable by Trustor pursuant to the MPR Agreement or this Deed of Trust shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person with any use of the Trust Estate or any part thereof;

(iii) any title defect or encumbrance or any eviction from the Real Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; or (v) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing.

1.08 Impositions.

(a) Trustor shall pay, or cause to be paid, before the date due, and in any event before delinquency, all real and personal property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever (including, without limitation, nongovernmental levies or assessments such as property owners' association assessments, fee and dues, maintenance charges, water charges, water toll charges, irrigation fees and assessments, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate), that are assessed or imposed upon the Trust Estate or become due and payable and that create or may create if not paid a lien upon the Trust Estate (the above are sometimes referred to herein individually as an "**Imposition**" and collectively as "**Impositions**"), provided, however, that if by law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same becomes due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed a fee, tax, or assessment on Beneficiary (other than income taxes) and measured by or based in whole or in part upon this Deed of Trust or the outstanding amount of the Secured Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "**Impositions**" as defined in Section 1.08(a) and Trustor shall, subject to Section 1.08(c), pay and discharge the same as herein provided with respect to the payment of Impositions. Subject to Section 1.08(c), if Trustor fails to pay such Impositions before delinquency, Beneficiary may, at its option, pay such Imposition or take other action that it deems appropriate to remedy the failure and pursue any and all rights and remedies hereunder or under the MPR Agreement as for an Event of Default, and such remedies may be pursued individually, singly or concurrently. All sums, including reasonable attorneys' fees, so expended by or on behalf of Beneficiary will be a lien on the Trust Estate, will be secured by this Deed of Trust, and will be paid by Trustor on demand, together with interest at the Interest Rate.

(c) Trustor shall have the right before and after any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.08, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless, in Beneficiary's absolute and sole discretion, (i) Trustor shall demonstrate to Beneficiary's satisfaction that the proceedings to be initiated by Trustor shall conclusively operate to prevent the sale of the Trust Estate or any part thereof or interest therein to satisfy such Imposition before final determination of such proceedings, (ii) Trustor shall furnish a good and



sufficient bond or surety as requested by and satisfactory to Beneficiary, or (iii) Trustor shall demonstrate to Beneficiary's satisfaction that Trustor has provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale.

1.09 Utilities. Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electricity, water, sewer, or other services furnished to the Trust Estate.

1.10 Actions Affecting Trust Estate. Trustor shall notify Beneficiary promptly upon obtaining written notice of any condemnation proceeding, against the Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; and shall pay all reasonable and documented costs and expenses (including, without limitation, costs of evidence of title, litigation, and attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear. Notwithstanding the foregoing, Beneficiary may, but shall not be required to, participate in any such proceedings or contest, at Trustor's sole cost and expense.

1.11 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor.

1.12 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and without affecting the personal liability of any person for payment of the Secured Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may: (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join granting any easement thereon, or (d) join any extension agreement or any agreement subordinating the lien or charge hereof.

1.13 Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Secured Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Secured Obligations, Beneficiary may, from time to time and without notice: (a) release any person so liable, (b) extend the Secured Obligations, (c) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (d) take or release any other or additional security or any guaranty for any Secured Obligations herein mentioned, or (e) make compositions or other arrangements with debtors in relation thereto.

1.14 Compliance with Law. Trustor shall comply in all material respects with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, easements and agreements pertaining to the Trust Estate. Trustor shall not permit, commit, or suffer any act to be done in or upon the Trust Estate in violation of law. Trustor shall not initiate or acquiesce in any change in any zoning or other land use classification now or hereafter in effect and affecting the Trust Estate or any part thereof nor shall Trustor otherwise change or attempt to change the use of the Trust

Estate or any portion thereof without in each case obtaining Beneficiary's prior written consent thereto.

1.15 Mining Claims. Except as otherwise expressly permitted under the MPR Agreement, Trustor agrees not to amend, modify, sell, transfer, convey, lease, sublease or terminate any of the Mining Claims which comprise a portion of the Trust Estate without the express written consent of Beneficiary, which consent may be given or withheld, conditioned or delayed in Beneficiary's sole and absolute discretion. Consent to one amendment, modification, or termination shall not be deemed to be a waiver of the right to require consent to other, future or successive amendments, modifications, or terminations. Trustor agrees to and shall perform all obligations and agreements necessary to maintain all of the Mining Claims and shall not take any action or omit to take any action which would affect or permit the termination of any Mining Claim. Trustor agrees to notify Beneficiary in writing with respect to any claim made or threatened against the validity of any portion of the Trust Estate constituting the Mining Claims, or any portion thereof. Trustor shall perform any required assessment work and timely prepare, record and file appropriate evidence of such work, together with the payment of all applicable fees as may be required from time to time under federal or state law. Trustor shall timely pay all annual mining claim maintenance or rental fees and make all federal and state filings with respect to the Mining Claims as are necessary or beneficial to maintain the Mining Claims in full effect as valid unpatented mining claims under federal and state law. Without limiting the foregoing, by no later than July 15th of each year, Trustor shall deliver to Beneficiary documentation of acknowledgment by the United States Bureau of Land Management ("BLM") that the annual unpatented mining claim maintenance fees for all Mining Claims have been paid and copies of the annual affidavit and notice of intent to hold the Mining Claims as recorded in Eureka County, Nevada. Trustor shall provide to Beneficiary a copy of all material correspondence received from, or sent to, the BLM, the Eureka County Recorder, the State of Nevada or any third party, concerning the Mining Claims within three (3) business days following receipt or transmittal by Trustor.

1.16 Water Rights. Trustor shall cause all Water Rights to be maintained in good standing. Trustor shall cause all equipment and facilities used in connection with the Water Rights to be maintained in a safe and properly operable condition. Trustor shall consistently place the Water Rights to beneficial use in a manner sufficient to prevent any possible forfeiture or partial forfeiture of any Water Right; provided, however, that Trustor, acting reasonably, may instead seek and obtain appropriate regulatory authorizations for nonuse of water prior to the time that any Water Right becomes subject to forfeiture or partial forfeiture. Trustor shall comply with all applicable statutes and rules pertaining to use of the Water Rights.

1.17 Indemnification. Trustor will protect, indemnify, save harmless and defend Beneficiary and Trustee and their respective officers, directors, members, shareholders, employees, successors and assigns from and against any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands imposed upon or incurred by or asserted against Beneficiary or Trustee by reason of (a) ownership by Trustee or Beneficiary of its interest in any portion of the Trust Estate pursuant to this Deed of Trust, (b) any accident or injury to or death of persons or loss of or damage to or loss of the use of property occurring on or about the Trust Estate or any part thereof, (c) any use, non-use or condition of the Trust Estate or any part thereof, (d) any failure on the part of Trustor to perform or comply with any of the terms of this Deed of Trust or any instrument or agreement

secured hereby, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Trust Estate or any part thereof made or suffered to be made by or on behalf of Trustor, (f) any negligence or tortious act on the part of Trustor or any of its agents, contractors, lessees, licensees or invitees, (g) any work in connection with any alterations, changes, new construction or demolition of the Trust Estate, whether or not permitted hereunder or (h) the exercise by Beneficiary of any of its rights and remedies, or the performance of any of its obligations, under this Deed of Trust, except, in each case of the foregoing, to the extent such liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims or demands results from the gross negligence, bad faith or willful misconduct (as determined pursuant to a non-appealable judgement by a court of competent jurisdiction) of such Trustee, Beneficiary or any of their respective officers, directors, members, shareholders, employees, successors or assigns which are seeking indemnification hereunder. All amounts payable to Beneficiary or Trustee, as the case may be, under this Section 1.17 shall be payable on demand and shall be deemed indebtedness secured by this Deed of Trust.

## **ARTICLE 2 ASSIGNMENT OF RENTS**

2.01 Assignment of Rents. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns, transfers and grants to Beneficiary (i) all present and future right and interest in and to the Rents, and hereby gives to and confers upon Beneficiary the right, power and authority to collect the Rents, at any time, with or without notice, and (ii) all of Trustor's estate, right, title, interest, claim and demand, as landlord, under any and all of the Leases. The assignment of the Rents and Leases in this Article 2 is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest. Trustor irrevocably appoints Beneficiary, effective upon and during the continuation of an Event of Default, its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Secured Obligations in such order as Beneficiary shall determine. Trustor hereby authorizes and directs the lessees, occupants and tenants under Leases to make all payments under the Leases directly to Beneficiary upon written demand by Beneficiary (which may be made at any time on and after an Event of Default), without further consent of Trustor.

2.02 License to Collect Rents. Beneficiary hereby confers upon Trustor a revocable license ("**License**") to collect and retain the Rents as they become due and payable (but not more than one (1) month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as no revocation of the License by Beneficiary has occurred after the occurrence and during the continuance of an Event of Default. For the avoidance of doubt, Beneficiary may not revoke the License unless and until an Event of Default has occurred and is continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License with or without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

2.03 Collection Upon an Event of Default. After the occurrence and during the continuance of an Event of Default and Beneficiary's subsequent revocation of the License,

Beneficiary may, at any time with or without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking possession, in its own name sue for or otherwise enforce the Leases and collect the Rents (including, without limitation, those past due and unpaid) and apply the same, less costs and expenses of operation and collection (including, without limitation, reasonable attorneys' fees) upon payment of the Secured Obligations in such order as Beneficiary may determine. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application of the Rents as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Trustor also hereby authorizes Beneficiary upon such entry, at its option, to take over and assume the management, operation and maintenance of the Trust Estate and to perform all acts Beneficiary in its sole discretion deems necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Trustor theretofore could do (including, without limitation, the right to enter into new Leases, to cancel, surrender, alter or amend the terms of, and/or renew existing Leases and/or to make concessions to tenants).

2.04 Application of Rents. Upon receipt, Beneficiary shall, after payment of all property charges and expenses (including, without limitation, reasonable compensation to any receiver or managing agent) and after the accumulation of a reasonable reserve to meet requisite amounts, credit the net amount of the Rents received by it to the Secured Obligations, but the manner of the application of such net income and which items shall be credited shall be determined by Beneficiary pursuant to the applicable provisions of the MPR Agreement, but in all cases subject to applicable law. Beneficiary shall not be accountable for more monies than it actually receives from the Trust Estate; nor shall it be liable for failure to collect Rents. Beneficiary shall make reasonable efforts to collect Rents, reserving, however, within its own absolute and sole discretion, the right to determine the method of collection and the extent to which enforcement of collection of Rents shall be prosecuted and Beneficiary's judgment shall be deemed conclusive and reasonable.

2.05 Mortgagee in Possession. It is not the intention of the parties hereto that an entry by Beneficiary upon the Real Property under the terms of this instrument shall make Beneficiary a party in possession in contemplation of the law, except at the option of Beneficiary.

2.06 Indemnity. Trustor hereby agrees to indemnify and hold harmless Beneficiary for, from and against any and all losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs, and expenses, including legal fees and expenses, howsoever and by whomsoever asserted, arising out of or in any way connected with this assignment, except, in each case to the extent resulting from the gross negligence, bad faith or willful misconduct (as determined pursuant to a non-appealable judgment by a court of competent jurisdiction) of Beneficiary; and all such losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs and expenses shall be deemed added to the indebtedness secured hereby and shall be secured by any and all other instruments securing said indebtedness.

2.07 No Obligation to Perform. Nothing contained herein shall operate or be construed to obligate Beneficiary to perform any obligations of Trustor under any Lease (including, without

limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). This Deed of Trust shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Estate or any portion thereof, and the execution of this Deed of Trust by Trustor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Trust Estate is and shall be that of Trustor.

### **ARTICLE 3 SECURITY AGREEMENT**

3.01 Creation of Security Interest. Trustor hereby grants to Beneficiary, as secured party, a security interest in and to all the Personal Property as security for the prompt payment and performance when due of the Secured Obligations, whether now existing or hereafter arising.

3.02 Representations, Warranties and Covenants of Trustor. Trustor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive the creation and expiration or satisfaction of any Secured Obligations) as of the date of this Deed of Trust, as follows and acknowledges and confirms that Beneficiary is relying upon such representations warranties and covenants in entering into this Deed of Trust and in extending credit to the Trustor:

(a) The Personal Property is not used or bought for personal, family or household purposes;

(b) Except as permitted under the MPR Agreement, the tangible portion of the Personal Property will be kept on or at the Real Property or Improvements and Trustor will not, without the prior written consent of Beneficiary (not to be unreasonably withheld, but subject to any rights of Beneficiary to approve pursuant to the MPR Agreement), remove the Personal Property or any portion thereof therefrom;

(c) Trustor hereby authorizes Beneficiary (in Beneficiary's sole discretion) to file one or more financing statements and continuations and/or execute one or more fixture filings and continuations pursuant to the Nevada Uniform Commercial Code as in effect from time to time in the State of Nevada, in form satisfactory to Beneficiary, and will pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable;

(d) Trustor is duly qualified to conduct business in the State of Nevada. Trustor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Trustor will promptly (but in any event at least 30 days before such change occurs) notify Beneficiary in writing of any change in its principal place of business or the adoption or change of its legal name, and will upon request of Beneficiary, authorize any additional financing statements or execute any other certificates necessary to reflect the adoption or change in legal name. Trustor will also notify Beneficiary of any change of Trustor's organizational identification number within 30 days after such change occurs;

(e) Trustor currently has, and shall continue to hold until this Deed of Trust is terminated and released in full, full right, power and authority to convey and mortgage the same and to execute this Deed of Trust;

(f) Trustor's exact legal name is correct in the introductory paragraph of this Deed of Trust;

(g) Trustor's organizational identification number assigned by the jurisdiction of formation is E0525262015-5; and

(h) This Deed of Trust is a first position deed of trust against the Properties (as defined in the Purchase Agreement), subject to the terms and conditions of the MPR Agreement.

3.03 Use of Personal Property by Trustor. Until the occurrence of an Event of Default (and thereafter, subject to the rights and remedies of the Trustor and Beneficiary hereunder and under the MPR Agreement), Trustor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust or the MPR Agreement and not inconsistent with any policy of insurance thereon.

3.04 Remedies.

(a) In addition to the remedies provided in Section 4.02 hereof, upon the occurrence and during the continuance of an Event of Default, Beneficiary may, at its option, and subject to applicable law, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Personal Property or any part thereof. In the event Beneficiary demands, or attempts to take, possession of the Personal Property in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary;

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any lien or encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorneys' fees) incurred in connection therewith;

(iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and deliver promptly such Personal Property to Beneficiary, or an agent or representative designated by Beneficiary. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust and the MPR Agreement, or by law, either concurrently or in such order as Beneficiary may determine;

(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Personal Property;

(vi) Sell, lease, or otherwise dispose of the Personal Property at public or private sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any public sale; and

(vii) Exercise any other remedies of a secured party under the Nevada Uniform Commercial Code or any other applicable law.

(b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least ten (10) days', or such longer time as may be required by applicable law, prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made under Section 3.04(a). Such notice may be mailed to Trustor at the address in Section 5.04. If Beneficiary fails to comply with this Section 3.04 in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the Nevada Uniform Commercial Code (or under the Uniform Commercial Code, enforced from time to time, in any other state to the extent the same is the applicable law).

(c) The proceeds of any sale under Section 3.04(a) shall be applied in Beneficiary's sole discretion to the extent not inconsistent with Nevada law.

(d) After the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the terms hereof shall not operate to release Trustor until full payment of the Secured Obligations and any deficiency has been indefeasibly made to Beneficiary in cash.

(e) Beneficiary may comply with any applicable state or federal law or regulatory requirements in connection with a disposition of the Personal Property and such compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Personal Property.

(f) After the occurrence and during the continuance of an Event of Default, Beneficiary may sell the Personal Property without giving any warranties as to such property, and may specifically disclaim any warranties of title, merchantability, fitness for a particular purpose or the like, and this procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Personal Property. Trustor acknowledges that a private sale of the Personal Property may result in less proceeds than a public sale.

(g) Trustor acknowledges that the Personal Property may be sold under Section 3.04(a) at a loss to Trustor and that, in such event, Beneficiary shall have no liability or responsibility to Trustor for such loss.

Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have.

3.05 Security Agreement. This Deed of Trust constitutes and shall be deemed to be a “**security agreement**” for all purposes of the Nevada Uniform Commercial Code and Beneficiary shall be entitled to all the rights and remedies of a “**secured party**” under the Nevada Uniform Commercial Code.

3.06 Fixture Filing. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing under the Nevada Uniform Commercial Code. As a fixture filing this Deed of Trust covers all assets of the Trustor, whether now owned or hereafter acquired or arising and wherever located. In addition, a carbon, photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder. For this purpose, the following information is given:

(a) Name and address of Debtor:

RUBY HILL MINING COMPANY, LLC  
c/o i-80 Gold Corp.  
5190 Neil Road – Suite 110  
Reno, NV 89820  
Attention: Ryan Snow

(b) Type of Organization: limited liability company

(c) Organizational Number: Nevada E0525262015-5

(d) Name and address of Secured Party:

WATERTON NEVADA SPLITTER, LLC  
WATERTON NEVADA SPLITTER II, LLC  
c/o Waterton Global Resource Management, Inc.  
Commerce Court West  
199 Bay Street, Suite 5050  
Toronto, ON M5L 1E2  
Attention: Cheryl Brandon

(e) Description of property covered  
by this fixture filing: “All assets”



- (f) Description of real estate to which the collateral is attached or upon which it is or will be located: See Exhibits A and B.

3.07 Authorization to File Financing Statements: Power of Attorney. Trustor hereby authorizes Beneficiary at any time and from time to time to file any initial financing statements, amendments thereto, and continuation statements with respect to the Trust Estate with or without signature of Trustor as authorized by applicable law. For purposes of such filing, Trustor agrees to furnish any information reasonably requested by Beneficiary promptly upon request by Beneficiary. Trustor also ratifies its authorization for Beneficiary to have filed any like initial financing statements, amendments thereto, or continuation statements if filed before the date of this Deed of Trust. Trustor hereby irrevocably constitutes and appoints Beneficiary and any officer or agent of Beneficiary, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Trustor or in Trustor's own name to execute in Trustor's name any such documents and to otherwise carry out the purposes of this Section 3.07, to the extent that Trustor's authorization above is not sufficient. To the extent permitted by law, Trustor hereby ratifies and affirms all acts said attorneys-in-fact shall lawfully do, have done in the past, or caused to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

#### **ARTICLE 4 REMEDIES UPON DEFAULT**

4.01 Events of Default. The occurrence of any default or event of default under the MPR Agreement or this Deed of Trust shall be an event of default under this Deed of Trust (each an "**Event of Default**").

4.02 Remedies Upon Event of Default. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Secured Obligations immediately due and payable without any presentment, demand, protest or notice of any kind, subject to Nevada Revised Statutes Section 107.080. In addition, upon the occurrence of any Event of Default, Trustee and Beneficiary shall have the following rights and remedies in Sections 4.03 through 4.10.

Notwithstanding the foregoing, Trustee and Beneficiary shall have all powers, rights and remedies under applicable law whether or not specifically or generally granted or described in this Deed of Trust, including, without limitation, all rights and remedies of an assignee of rents under the Uniform Assignment of Rents Act, Nevada Revised Statutes Chapter 107A. Nothing contained herein shall be construed to impair or to restrict such powers, rights and remedies or to preclude any procedures or process otherwise available to trustees or beneficiaries under deeds of trust in the State of Nevada. Trustee and Beneficiary, and each of them, shall be entitled to enforce the payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or the MPR Agreement or under any other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of the indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers

contained herein, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other rights or security now or hereafter held by Trustee or Beneficiary. Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other rights or security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy contained herein or by law provided or permitted, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Every power or remedy given by the MPR Agreement and this Deed of Trust, to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. By exercising or by failing to exercise any right, option or election hereunder, Beneficiary shall not be deemed to have waived any provision hereof or to have released Trustor from any of the obligations secured hereby unless such waiver or release is in writing and signed by Beneficiary.

4.03 Entry; Appointment of Receiver. After the occurrence and during the continuance of an Event of Default, Beneficiary in person or by agent or by court-appointed receiver may, at its option, without any action on its part being required, without in any way waiving such Event of Default, with or without the appointment of a receiver, or an application therefore:

(a) Take possession of the Trust Estate or any part thereof and conduct tests of, manage or hire a manager to manage, lease, operate and sell or convey all or any part of the Trust Estate, on such terms and for such period of time as Beneficiary or a court-appointed receiver may deem proper, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Beneficiary;

(b) With or without taking possession of the Trust Estate, collect and receive all Rents, notify tenants under the Leases or any other parties in possession of the Trust Estate to pay Rents directly to Beneficiary, its agent or a court-appointed receiver and apply such Rents to the payment of:

(i) all costs and expenses incident to taking and retaining possession of the Trust Estate (including the cost of any receivership), management and operation of the Trust Estate, keeping the Trust Estate properly insured and all alterations, renovations, repairs and replacements to the Trust Estate;

(ii) all taxes, charges, fees, claims, assessments, and any other liens which may be prior in lien or payment to this Deed of Trust and the MPR Agreement and premiums for insurance, with interest on all such items; and

(iii) the indebtedness secured hereby together with all costs and attorneys' fees, in such order or priority as to any of such items as Beneficiary in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding;

(c) Exclude Trustor, its agents and servants, wholly from the Trust Estate;

(d) Take possession of all the books, papers and accounts of Trustor relating to the Trust Estate, at the expense of Trustor;

(e) Commence, appear in and/or defend any action or proceedings purporting to affect the interests, rights, powers or duties of Beneficiary hereunder, whether brought by or against Trustor or Beneficiary; and

(f) Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Beneficiary may affect or appear to affect the interest of Beneficiary or the rights, powers and/or duties of Beneficiary hereunder.

Trustee or Beneficiary, as a matter of right with or without notice to Trustor or anyone claiming under it and without regard to the then value of the Trust Estate or the interest of Trustor therein or the solvency of Trustor, Purchaser, Guarantor, or any other person or entity liable for the Secured Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers to take charge of the Trust Estate or any portion thereof. Any such receiver or receivers shall have all of the usual and customary powers and duties of receivers in like or similar cases and all of the powers and duties of Beneficiary in case of entry as provided hereinabove, including without limitation, the right to collect and receive Rents, and shall serve without posting a bond. All such Rents paid to Trustee or Beneficiary or collected by such receiver shall be applied as provided for in Section 4.03(b) above. Trustor for itself and any subsequent owner of the Trust Estate hereby waives any and all defenses to the application for such receiver and hereby irrevocably consents to such appointment without notice of any application therefor.

The receipt by Beneficiary of any Rents pursuant to this Deed of Trust after the institution of foreclosure or other proceedings under this Deed of Trust (other than payment constituting payment in full of the outstanding Secured Obligations) shall not cure any such Event of Default or affect such proceedings or any sale pursuant thereto. After deducting the expenses and amounts stated above in this Section 4.03, as well as just and reasonable compensation for all Beneficiary's employees and other agents (including, without limitation, reasonable and actual attorneys' fees and management and rental commissions) engaged and employed, the moneys remaining, at the option of Beneficiary, may be applied to the Secured Obligations. Whenever all amounts due under the MPR Agreement and under this Deed of Trust shall have been indefeasibly paid in full to Beneficiary and all Events of Default have been cured and any such cure has been accepted by Beneficiary, Beneficiary shall surrender possession to Trustor. The same right of entry, however, shall exist if any subsequent Event of Default shall occur; provided, however, neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts referred to in this Section 4.03.

4.04 Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to enforce any of the covenants and agreements hereof. The Trust Estate may be foreclosed in parts or as an entirety to the extent permitted by law.

4.05 Power of Sale. After the occurrence and during the continuance of an Event of Default, Beneficiary may elect to cause the Trust Estate or any part thereof to be sold under the power of sale herein granted in any manner permitted by applicable law. If Beneficiary should elect to foreclose by exercise of the power of sale herein contained, Beneficiary will notify Trustee.

Upon receipt of such notice from Beneficiary, Trustee will cause to be recorded, mailed or delivered to Trustor such notice of default and election to sell as is then required by law and by this Deed of Trust. Trustee will, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale has been given as required by law, sell the Trust Estate at time and place of sale, in the County in which the Trust Estate is located, fixed by it in such notice of sale, either as a whole, or in separate lots or parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States payable at the time of sale. If the Trust Estate consists of more than one lot or parcel, the lots or parcels may be sold separately, together or in any combination, and in such order as Beneficiary determines, at the sole discretion of Beneficiary. Trustor waives the right to direct the order in which the Trust Estate may be sold when it consists of more than one lot or parcel. Trustee will deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts will be conclusive proof of the truthfulness thereof. Any person, including without limitation Guarantor, Purchaser, Trustor or Beneficiary, may purchase at such sale. Beneficiary may credit bid the amount of the Secured Obligations toward payment of the purchase price.

To the extent permitted by law, Trustee may postpone the sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or by subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any such notice of default at any time before Trustee's sale by executing a notice of rescission and recording the same. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any Event of Default, nor otherwise affect this Deed of Trust or the MPR Agreement, or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

4.06 Rescission of Notice of Default. Beneficiary, from time to time before Trustee's sale, public sale or deed in lieu of foreclosure, may rescind any such notice of breach or default and of election to cause the Trust Estate to be sold by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale or such documents as may be required by the laws of the state in which the Real Property is located to effect such rescission. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or Event of Default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause the Trust Estate, including the Real Property, to be sold to satisfy the obligations hereof, nor otherwise affect any provision, agreement, covenant or condition of the MPR Agreement or of this Deed of Trust or any of the rights, obligations or remedies of the parties hereunder.

4.07 Beneficiary's Remedies Respecting Trust Estate. After the occurrence and during the continuance of an Event of Default, Beneficiary may realize upon the Trust Estate, enforce and exercise all of Trustor's rights, powers, privileges and remedies in respect of the Trust Estate, dispose of or otherwise deal with the Trust Estate in such order as Beneficiary may in its discretion determine, and exercise any and all other rights, powers, privileges and remedies afforded to a

secured party under the laws of the state in which the Real Property is located as well as all other rights and remedies available at law or in equity.

4.08 Proceeds of Sales. The proceeds of any sale(s) made under or by virtue of this Article 4, together with all other sums which then may be held by Trustee or Beneficiary under this Deed of Trust, whether under the provisions of this Article 4 or otherwise, shall be applied, subject to applicable law, as follows:

(a) To the payment of the costs, fees and expenses of sale and of any judicial proceedings wherein the same may be made, including the cost of evidence of title in connection with the sale, compensation to Trustee and Beneficiary, and to the payment of all expenses, liabilities and advances made or incurred by Trustee under this Deed of Trust, together with interest on all advances made by Trustee at the Interest Rate, but limited to any maximum rate permitted by law to be charged by Trustee;

(b) To the payment of any and all sums expended by Beneficiary under the terms hereof, not then repaid, with accrued interest at the Interest Rate, as determined by Beneficiary, and all other Secured Obligations required to be paid by Trustor pursuant to any provisions of this Deed of Trust or the MPR Agreement, including, without limitation, all expenses, liabilities and advances made or incurred by Beneficiary under this Deed of Trust or in connection with the enforcement thereof, together with interest thereon as herein provided;

(c) To the payment of the entire amount of then due, owing or unpaid Secured Obligations, and any other obligation secured hereby; and then

(d) The remainder, if any, to the person or persons, including Trustor, legally entitled thereto.

4.09 Waiver of Marshaling, Rights of Redemption, Homestead and Valuation.

(a) Trustor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to direct the order in which any of the Trust Estate shall be sold in the event of any sale or sales pursuant hereto and to have any of the Trust Estate and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshaled upon any foreclosure of this Deed of Trust or of any other security for any of said indebtedness.

(b) To the fullest extent permitted by law, Trustor, for itself and all who may at any time claim through or under it, hereby expressly waives, releases and renounces all rights of redemption from any foreclosure sale, all rights of homestead, exception, monitoring reinstatements, forbearance, appraisal, valuation, stay and all rights under any other laws which may be enacted extending the time for or otherwise affecting enforcement or collection of any instrument under the MPR Agreement or this Deed of Trust.

(c) To the fullest extent permitted by law, Trustor, for itself and all who may at any time claim through or under it, hereby expressly waives, releases and renounces all rights to assert

any statutory or common law right of partition with respect to the Trust Estate and agrees not to assert any such right so long as this Deed of Trust is a lien on the Trust Estate.

4.10 Remedies Cumulative. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Trustee or Beneficiary to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein. Every power and remedy given by this Deed of Trust to Trustee or Beneficiary may be exercised separately, successively or concurrently from time to time as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, Beneficiary, at its sole option, and without limiting or affecting any of its rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever rights and remedies it may have in connection with such other security or in such order as it may determine. Any application of any amounts or any portion thereof held by Beneficiary at any time as additional security or otherwise, to any indebtedness secured hereby shall not extend or postpone the due dates of any payments due from Trustor to Beneficiary hereunder or under the MPR Agreement, or change the amounts of any such payments or otherwise be construed to cure or waive any default or notice of default hereunder or invalidate any act done pursuant to any such default or notice.

## **ARTICLE 5 MISCELLANEOUS**

5.01 Change, Discharge, Termination, or Waiver. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under this Deed of Trust or the MPR Agreement or under applicable law shall operate as a waiver thereof.

5.02 Trustor Waiver of Rights. Without limiting any other waivers herein and in addition to such waivers, Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Trust Estate, (b) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created, (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of Nevada, and (d) all surety and other defenses Trustor may have or be able to assert by reason of the laws of the State of Nevada or otherwise.

5.03 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Secured Obligations have been satisfied in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the Person or Persons, including Trustor, legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

5.04 Notices. All notices, requests, demands or other communications pursuant hereunder shall be made at the addresses, in the manner and with the effect provided in Section 3.2 of the MPR Agreement or at such other address as shall have been furnished in writing by any party hereto to the party required to give notice hereunder.

5.05 [Reserved].

5.06 Captions and References. The headings at the beginning of each article and section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to an article, a section or an exhibit is a reference to the respective article or section herein or exhibit hereto.

5.07 Invalidity of Certain Provisions. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid before the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.08 Subrogation. To the extent that proceeds of the Secured Obligations are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.09 Attorneys' Fees. If any or all of the Secured Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorneys' fees and expenses) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)), together with interest therein from the date of demand at the Interest Rate.

5.10 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance, effect and enforcement of this Deed of Trust without giving effect to conflict of law principles. Any procedures provided herein for remedies shall be modified and replaced with, where inconsistent with or required by, any procedures or requirements of the laws of the state in which the Real Property is located.

5.11 Joint and Several Obligations. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

5.12 Number and Gender. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

5.13 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

5.14 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.15 Integration. This Deed of Trust contains the complete understanding and agreement of Trustor and Beneficiary with regard to the Secured Obligations and supersedes all prior representations, warranties, agreements, arrangements, understandings, and negotiations regarding the Secured Obligations.

5.16 Binding Effect. This Deed of Trust will be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns. Trustor may not delegate its obligations under this Deed of Trust.

5.17 Time of the Essence. Time is of the essence with regard to each provision of this Deed of Trust as to which time is a factor.

5.18 Survival. The representations, warranties, and covenants of the Trustor under this Deed of Trust shall survive the execution and delivery of the Deed of Trust and the grant of the rights to Beneficiary pursuant to the MPR Agreement.

5.19 MPR Agreement Controls. This Deed of Trust and the MPR Agreement are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Deed of Trust irreconcilably conflicts with a provision of the MPR Agreement, the terms of the MPR Agreement shall govern and control.

5.20 Intended Agreement. This Deed of Trust is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual and intended agreement of the parties. This Deed of Trust shall not be construed for or against either



party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Deed of Trust or any exhibit thereto.

5.21 Performance of Work. In the event of a failure of the Trustor to perform any annual labor or improvement or timely provide evidence of the payment any annual maintenance fee or filing that may be required by law to prevent the forfeiture of any or all of the Mining Claims, including complying with the obligations of Section 1.15, Beneficiary may, without waiving any of Beneficiary's rights or remedies hereunder or under the MPR Agreement, perform such obligations, including the annual labor or improvement or pay such annual maintenance fee and make such annual filings, and the amount expended for such purposes shall be secured by this Deed of Trust as part of the Secured Obligations.

5.22 Trustee Provisions. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law. The Trust created hereby is irrevocable by Trustor. Trustee, upon presentation to it of an affidavit signed by or on behalf of Beneficiary, setting forth any facts showing a default by Trustor under any of the terms or conditions of this Deed of Trust, is authorized to accept as true and conclusive all facts and statements in such affidavit and to act hereunder in complete reliance thereon. Except as may be required by applicable law, Trustee shall be under no obligation to notify any party hereof of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other deed of trust. The necessity of Trustee's making oath, filing inventory or giving bond as security for the execution of this Deed of Trust, as may now be or hereafter required by the laws of the state in which the Real Property is located, is hereby expressly waived.

5.23 Waiver of Jury Trial. TRUSTOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS DEED OF TRUST OR ANY CONDUCT, ACT OR OMISSION OF ANY PARTY HERETO OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH ANY OF THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

5.24 Statutory Incorporation. Where not inconsistent with the above, the following covenants, Nos. 1, 2 (full replacement value); 3; 4 (Interest Rate); 5; 6; 7 (a reasonable percentage); 8; and 9 (other than the second sentence of such Covenant No. 9) of Nevada Revised Statutes Section 107.030 are hereby adopted and made part of this Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Deed of Trust as of the day and year first hereinabove written.

RUBY HILL MINING COMPANY, LLC

By [Signature]  
Name Ryan Snow  
Title VP Finance

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

On this 12 day of October, 2021, personally appeared before me, a Notary Public, Ryan Snow, the VP Finance of RUBY HILL MINING COMPANY, LLC, a Nevada limited liability company, who acknowledged that he executed this instrument on behalf of said company.



[seal]

[Signature]  
NOTARY PUBLIC, residing in  
Washoe County

My commission expires:  
10/16/2024

**EXHIBIT A**  
**FEE PROPERTY**

**Owned patented mining claims**

Claim Name	Mineral Survey Number	Patent Number	APN
ALABAMA	106	2075	009-021-01
BELLE OF THE WEST NO. 2	271	8024	009-021-01
BOWMAN	175	4228	009-021-01
BULLWHACKER	51	1264	009-021-01
CENTRAL CONSOLIDATED	268	8066	009-021-01
CYANIDE	4686	1753	009-021-01
DEMOCRAT	310	20068	009-021-01
EUROPA CONSOL.	176	4622	009-021-01
FREDRIKA	269	7023	009-021-01
GENERAL LEE	120	2531	009-021-01
HERCULEAN	317	22274	009-021-01
HOLLY LODGE	122	3850	009-021-01
HOOSAC	60	2115	009-029-02
HORIZONTAL	316	22273	009-021-01
LITTLE GIANT	192	4304	009-021-01
LONE PINE	4686	17513	009-021-01
MACON CITY	250	18853	009-021-01
MARGARITA	1946	40910	009-021-01
MEMBERS NO. 2	281	11490	009-021-01
MINERVA	292	9783	009-021-01
MORNING STAR	249	18852	009-021-01
ORIENTAL AND BELMONT	196	4511	009-021-01
PORPHYRY	3596	179187	009-021-01
PRICE	228	4410	009-021-01
PRICE NO. 2	229	4411	009-021-01
PROTECTION	300	11552	009-021-01
QUARTZITE	3596	179187	009-021-01
RACINE	89	2485	009-021-01
SILVER BILL AND DIAGONAL	255	9784	009-021-01
SILVER LICK AND BOBBIE BURNS CONSOL.	75	1770	009-021-01
SILVER WEST	131	2764	009-021-01
VERA CRUZ AND CALIFORNIA	76	1772	009-021-01
WIDE WEST	105	2193	009-021-01

Claim Name	Mineral Survey Number	Patent Number	APN
WILLIAMSBERG	117	2618	009-021-01

**Owned patented surface estate land**

Township 19 North, Range 53 East, Mount Diablo Meridian:

Section 3, Lots 1-4, S1/2SE1/4, S1/2SW1/4;  
 Section 4, SE1/4SE1/4;  
 Section 9, E1/2NE1/4, E1/2SE1/4, W1/2NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4;  
 Section 10, Lots 1-4; N1/2, W1/2SW1/4, E1/2SE1/4, NW1/4SE1/4  
 Section 11, W1/2SW1/4;  
 Section 14, NW1/4NW1/4;  
 Section 15, Lots 1-6;  
 Section 16, NE1/4NE1/4.

Containing 1644.94 acres, more or less. **APN 008-070-12**

**Owned agricultural and residential land**

Township 21 North, Range 53 East, Mount Diablo Meridian:

Section 36: Lots 1, 2, 3 and 4, N1/2N1/2 and S1/2,

EXCEPTING AND EXCLUDING all that portion of said land as conveyed to Jerry Laverne Machacek and Trina Lynn Machacek, by Deed recorded September 28, 1981, in Book 98, Page 147, Official Records, Eureka County, Nevada, more particularly described as follows:

Township 21 North, Range 53 East, Mount Diablo Meridian:

Section 36: Beginning at the NW corner thereof,  
 Thence South 0°10'24" West 659.94 feet,  
 Thence North 45°05'22" East 934.75 feet to the North section line boundary,  
 Thence West 660.00 feet to the point of beginning.

APN: **007-210-37**;

and

Township 20 North, Range 53 East, Mount Diablo Meridian:

Section 32: Lots 3-5 and 9-12 (which is a portion of W1/2 of said Section 32)

APN: 007-410-09;

and the following residential properties:

Street Address	Assessor Parcel Number
100 Smith Street	001-081-05
611 Ridgetop Road	001-211-02
600/610 Sheridan Street	001-211-07
620 Sheridan Street	001-211-08
626 Sheridan Street	001-211-09
630 Sheridan Street	001-211-10
636 Sheridan Street	001-211-11
651 Sheridan Street	001-212-03
641/647 Sheridan Street	001-212-04
601/611 Sheridan Street	001-212-07
621 Sheridan Street	001-212-08
627 Sheridan Street	001-212-09
631 Sheridan Street	001-212-10
637 Sheridan Street	001-212-11
564 El Gato	007-397-12

**Leased private land**

Township 22 North, Range 54 East, Mount Diablo Meridian:

Section 7: Lots 1 and 2, NE1/4, NE1/4SW1/4, NW1/4SE1/4

excepting that land (approximately 10 acres) in the SE1/4NE1/4 of said Section 7 that is beyond the reach of the current sprinkler pivot.

APN: 007-140-06

**Owned water rights**

Permit #	Cert. # / Status	Priority Date	Use	Source	CFS	AFA / AFS	Notes
18621	6233	03-07-1960	Irrigation & Domestic	Underground	0.258	129.96	TCD 18621, 18622, 44621, 87223, 87224 & 87225 = 825.16 AFA (formerly Roger Allen water) will be partially changed by App 87223

Permit #	Cert. # / Status	Priority Date	Use	Source	CFS	AFA / AFS	Notes
18622	6234	03-07-1960	Irrigation & Domestic	Underground	0.006	1.96	TCD 18621, 18622, 44621, 87223, 87224 & 87225 = 825.16 AFA (formerly Roger Allen water) will be partially changed by App 87224
19411	7025	12-19-1960	Irrigation & Domestic	Underground	1.760	384.00	---
25820	12693	10-05-1970	Mining, Milling & Domestic	Underground	0.380	36.83	---
26658	9076	04-10-1972	Irrigation	Surface	9.400	2,359.64	---
26659	9077	04-10-1972	Irrigation	Surface	9.400	2,359.64	---
26706	9078	05-08-1972	Irrigation	Surface	5.400	1,280.00	---
26707	9079	05-08-1972	Irrigation	Surface	9.400	2,359.64	---
26708	9080	05-08-1972	Irrigation	Surface	9.400	2,359.64	---
44621	12228	10-17-1960	Irrigation & Domestic	Underground	1.664	825.16	TCD 18621, 18622, 44621, 87223, 87224 & 87225 = 825.16 AFA (formerly Roger Allen water)
68923	PER	10-19-1964	Irrigation & Domestic	Underground	1.073	236.00	---
73118	17202	08-03-2005	Stockwater	Underground	0.008	---	Sufficient to water 26 horses Allen Ranch (South)
73204	PER	12-19-1960	Mining, Milling, & Domestic	Underground	0.100	16.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA

Permit #	Cert. # / Status	Priority Date	Use	Source	CFS	AFA / AFS	Notes
77447	PER	03-29-1957	Mining, Milling, & Dewatering	Underground	0.150	52.40	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
77449	PER	03-29-1957	Mining, Milling, & Dewatering	Underground	0.236	80.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
79705	PER	12-19-1960	Mining, Milling, & Dewatering	Underground	0.350	113.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
79706	PER	12-19-1960	Mining, Milling, & Dewatering	Underground	0.149	48.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
79707	PER	10-19-1964	Mining, Milling, & Dewatering	Underground	0.050	3.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA

Permit #	Cert. # / Status	Priority Date	Use	Source	CFS	AFA / AFS	Notes
83501	PER	10-19-1964	Mining, Milling, Dewatering & Domestic	Underground	0.014	10.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
83502	PER	10-19-1964	Mining, Milling, & Dewatering	Underground	0.100	55.20	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
83505	PER	02-22-1965	Mining, Milling, & Dewatering	Underground	0.782	185.60	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
83506	PER	03-29-1957	Mining, Milling, & Dewatering	Underground	0.548	185.60	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
83507	PER	10-19-1964	Mining, Milling, & Dewatering	Underground	0.186	134.80	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA



Permit #	Cert. # / Status	Priority Date	Use	Source	CFS	AFA / AFS	Notes
85645	PER	02-22-1965	Mining, Milling, & Dewatering	Underground	1.527	362.80	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
85646	PER	12-19-1960	Mining, Milling, & Dewatering	Underground	0.201	65.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
85647	PER	10-19-1964	Mining, Milling, & Dewatering	Underground	0.583	35.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
86794	PER	03-07-1960	Irrigation	Underground	3.198	744.8	Change of portion of Permit 18623
87223	PER	03-07-1960	Irrigation & Domestic	Underground	1.381	695.2	Change of portion of Permit 18621
87224	PER	03-07-1960	Irrigation & Domestic	Underground	2.470	823.2	Change of Permit 18622
87225	PER	03-07-1960	Irrigation & Domestic	Underground	2.976	726.76	Change of Permit 22551

**Leased water rights**

Permit #	Cert. # / Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA/ AFS	Notes
73629	PER	Chad D. and Rosie J. Bliss (leased to RHM)	12-30-1968	Stockwater	Underground	0.502	3.00	Bliss lease
80797	PER	Chad D. and Rosie J. Bliss (leased to RHM)	06-06-1960	Mining, Milling, & Dewatering	Underground	0.834	123.31	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA Bliss lease
80799	PER	Chad D. and Rosie J. Bliss (leased to RHM)	06-06-1960	Mining, Milling, & Dewatering	Underground	0.834	123.31	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA Bliss lease
81229	PER	Chad D. and Rosie J. Bliss (leased to RHM)	06-06-1960	Mining, Milling, & Dewatering	Underground	0.266	39.20	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA Bliss lease

Permit #	Cert. # / Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA/ AFS	Notes
81230	PER	Chad D. and Rosie J. Bliss (leased to RHM)	12-30-1968	Mining, Milling, & Dewatering	Underground	0.198	32.80	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA Bliss lease
83503	PER	Chad D. and Rosie J. Bliss (leased to RHM)	12-30-1968	Mining, Milling, & Dewatering	Underground	0.500	162.84	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA Bliss lease
83504	PER	Chad D. and Rosie J. Bliss (leased to RHM)	12-30-1968	Mining, Milling, Dewatering & Domestic	Underground	0.677	100.00	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA Bliss lease
81612	PER	Gary G. & Melody I. Garaventa (Leased to RHM)	06-06-1960	Mining, Milling, & Dewatering	Underground	0.915	222.50	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, &

Permit #	Cert. # / Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA/ AFS	Notes
								85647 = 2,111.252 AFA Garaventa lease
81653	PER	Gary G. & Melody I. Garaventa (Leased to RHM)	06-06-1960	Mining, Milling, & Dewatering	Underground	0.915	222.50	TCD 73204, 77447, 77448, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA Garaventa lease
18242	6510	Harlow B. and Bonnie G. Andersen (Leased to RHM)	08-13-1959	Irrigation	Underground	3.000	1,280.00	TCD 18242 & 72370 = 1280.00 AFA Andersen lease
72370	PER	Harlow B. and Bonnie G. Andersen (Leased to RHM)	08-13-1959	Irrigation	Underground	2.500	1,280.00	TCD 18242 & 72370 = 1280.00 AFA. PBU filed 4/13/2016 Andersen lease

[End]

**EXHIBIT B**

**MINING CLAIMS**

**Owned unpatented mining and mill site claims**

<b>Claim Count</b>	<b>Claim Name</b>	<b>BLM Legacy Serial Number</b>
1.	MARCH 4	NMC704367
2.	MARCH 5	NMC704368
3.	MARCH 6	NMC704369
4.	MARCH 7	NMC704370
5.	MARCH 8	NMC704371
6.	MARCH 9	NMC704372
7.	MARCH 10	NMC704373
8.	MARCH 11	NMC704374
9.	AUGUST 3	NMC699751
10.	AUGUST 4	NMC699752
11.	AUGUST 5	NMC699753
12.	AUGUST 6	NMC699754
13.	AUGUST 8	NMC699756
14.	AUGUST 9	NMC699757
15.	SEPTEMBER 1	NMC699808
16.	SEPTEMBER 2	NMC699809
17.	SEPTEMBER 3	NMC699810
18.	SEPTEMBER 5	NMC699811
19.	SEPTEMBER 6	NMC699812
20.	SEPTEMBER 7	NMC699813
21.	SEPTEMBER 8	NMC699814
22.	SEPTEMBER 9	NMC699815
23.	SEPTEMBER 10	NMC699816
24.	NOVEMBER 1	NMC699824
25.	NOVEMBER 2	NMC699825

26.	DECEMBER 7	NMC699818
27.	DECEMBER 8	NMC699819
28.	DECEMBER 9	NMC699820
29.	DECEMBER 10	NMC699821
30.	ADAMS HILL EXT. 9	NMC699767
31.	ADAMS HILL EXT. 8	NMC699766
32.	ADAMS HILL EXTENSION	NMC699758
33.	ADAMS HILL EXTENSION NO. 1	NMC699759
34.	ADAMS HILL EXTENSION NO. 2	NMC699760
35.	ADAMS HILL EXTENSION NO. 3	NMC699761
36.	ADAMS HILL EXTENSION NO. 4	NMC699762
37.	ADAMS HILL EXTENSION NO. 5	NMC699763
38.	ADAMS HILL EXTENSION NO. 6	NMC699764
39.	ADAMS HILL EXTENSION NO. 7	NMC699765
40.	ADAMS HILL NO. 10	NMC699768
41.	ARC 1	NMC699827
42.	ARC 10	NMC699836
43.	ARC 11	NMC699837
44.	ARC 12	NMC699838
45.	ARC 13	NMC699839
46.	ARC 14	NMC699840
47.	ARC 15	NMC699841
48.	ARC 16	NMC699842
49.	ARC 17	NMC699843
50.	ARC 18	NMC699844
51.	ARC 19	NMC699845
52.	ARC 2	NMC699828
53.	ARC 20	NMC699846
54.	ARC 21	NMC699847
55.	ARC 22	NMC699848
56.	ARC 23	NMC699849

57.	ARC 24	NMC699850
58.	ARC 25	NMC699851
59.	ARC 26	NMC699852
60.	ARC 27	NMC699853
61.	ARC 28	NMC699854
62.	ARC 29	NMC699855
63.	ARC 3	NMC699829
64.	ARC 30	NMC699856
65.	ARC 31	NMC699857
66.	ARC 32	NMC699858
67.	ARC 33	NMC699859
68.	ARC 34	NMC699860
69.	ARC 35	NMC699861
70.	ARC 36	NMC699862
71.	ARC 37	NMC699863
72.	ARC 38	NMC699864
73.	ARC 39	NMC699865
74.	ARC 4	NMC699830
75.	ARC 40	NMC699866
76.	ARC 41	NMC699867
77.	ARC 43	NMC699869
78.	ARC 44	NMC699870
79.	ARC 45	NMC699871
80.	ARC 46	NMC699872
81.	ARC 47	NMC699873
82.	ARC 48	NMC699874
83.	ARC 49	NMC699875
84.	ARC 5	NMC699831
85.	ARC 50	NMC699876
86.	ARC 51	NMC699877
87.	ARC 52	NMC699878

88.	ARC 53	NMC699879
89.	ARC 54	NMC699880
90.	ARC 55	NMC699881
91.	ARC 56	NMC699882
92.	ARC 57	NMC699883
93.	ARC 58	NMC699884
94.	ARC 6	NMC699832
95.	ARC 62	NMC713810
96.	ARC 7	NMC699833
97.	ARC 8	NMC699834
98.	ARC 9	NMC699835
99.	AUGUST # 7	NMC705158
100.	CUB	NMC699749
101.	CUB NO. 1	NMC699750
102.	CYANIDE EXTENSION NO. 13	NMC699771
103.	CYANIDE EXTENSION NO. 16	NMC699773
104.	CYANIDE EXTENSION NO. 17	NMC699774
105.	CYANIDE EXTENSION NO. 24	NMC699775
106.	CYANIDE EXTENSION NO. 25	NMC699776
107.	CYANIDE EXTENSION NO. 26	NMC699777
108.	CYANIDE EXTENSION NO. 27	NMC699778
109.	CYANIDE EXTENSION NO. 7	NMC699769
110.	CYANIDE NO. 14	NMC699772
111.	CYANIDE NO. 8	NMC699770
112.	ESPH 1	NMC1076732
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114.	ESPH 11	NMC1076742
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116.	ESPH 13	NMC1076744
117.	ESPH 14	NMC1076745
118.	ESPH 15	NMC1076746



119.	ESPH 16	NMC1076747
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121.	ESPH 18	NMC1076749
122.	ESPH 19	NMC1076750
123.	ESPH 2	NMC1076733
124.	ESPH 20	NMC1076751
125.	ESPH 21	NMC1076752
126.	ESPH 22	NMC1076753
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128.	ESPH 24	NMC1076755
129.	ESPH 25	NMC1076756
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131.	ESPH 27	NMC1076758
132.	ESPH 28	NMC1076759
133.	ESPH 29	NMC1076760
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137.	ESPH 32	NMC1076763
138.	ESPH 33	NMC1076764
139.	ESPH 34	NMC1076765
140.	ESPH 35	NMC1076766
141.	ESPH 36	NMC1076767
142.	ESPH 37	NMC1076768
143.	ESPH 38	NMC1076769
144.	ESPH 39	NMC1076770
145.	ESPH 4	NMC1076735
146.	ESPH 40	NMC1076771
147.	ESPH 41	NMC1076772
148.	ESPH 42	NMC1076773
149.	ESPH 43	NMC1076774

150.	ESPH 44	NMC1076775
151.	ESPH 45	NMC1076776
152.	ESPH 46	NMC1076777
153.	ESPH 47	NMC1076778
154.	ESPH 48	NMC1076779
155.	ESPH 49	NMC1076780
156.	ESPH 5	NMC1076736
157.	ESPH 50	NMC1076781
158.	ESPH 51	NMC1076782
159.	ESPH 52	NMC1076783
160.	ESPH 53	NMC1076784
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163.	ESPH 56	NMC1076787
164.	ESPH 57	NMC1076788
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166.	ESPH 59	NMC1076790
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175.	ESPH 67	NMC1076798
176.	ESPH 68	NMC1076799
177.	ESPH 69	NMC1076800
178.	ESPH 7	NMC1076738
179.	ESPH 70	NMC1076801
180.	ESPH 71	NMC1076802

181.	ESPH 72	NMC1076803
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183.	ESPH 74	NMC1076805
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188.	ESPH 79	NMC1076810
189.	ESPH 8	NMC1076739
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191.	ESPH 81	NMC1076812
192.	ESPH 82	NMC1076813
193.	ESPH 83	NMC1076814
194.	ESPH 84	NMC1076815
195.	ESPH 85	NMC1076816
196.	ESPH 9	NMC1076740
197.	HMC 11	NMC677967
198.	HMC 12	NMC677968
199.	HMC 15	NMC683512
200.	HMC 16	NMC683513
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211.	HMC 35	NMC683524

212.	HMC 36	NMC683525
213.	HMC 37	NMC683526
214.	HMC 38	NMC683527
215.	HOLLY 2	NMC699781
216.	HOPE	NMC699711
217.	HOPE # 12	NMC705157
218.	HOPE 1	NMC699712
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235.	HOPE 7	NMC699718
236.	HOPE 8	NMC699719
237.	HOPE 9	NMC699720
238.	HOPE EXTENSION	NMC699733
239.	HOPE EXTENSION 1	NMC699734
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241.	HOPE EXTENSION 11	NMC699744
242.	HOPE EXTENSION 12	NMC699745

243.	HOPE EXTENSION 2	NMC699735
244.	HOPE EXTENSION 3	NMC699736
245.	HOPE EXTENSION 4	NMC699737
246.	HOPE EXTENSION 5	NMC699738
247.	HOPE EXTENSION 6	NMC699739
248.	HOPE EXTENSION 7	NMC699740
249.	HOPE EXTENSION 8	NMC699741
250.	HOPE EXTENSION 9	NMC699742
251.	JANUARY	NMC699746
252.	JAY # 23	NMC705154
253.	JAY # 25	NMC705155
254.	JAY # 27	NMC705156
255.	JAY 22	NMC699964
256.	JAY 24	NMC699966
257.	JAY 26	NMC699968
258.	JULY NO. 1	NMC699747
259.	JULY NO. 2	NMC699748
260.	LH - 1	NMC483711
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262.	LH - 3	NMC483713
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271.	LH - 12	NMC483722
272.	LH - 13	NMC483723
273.	LH 130	NMC615733

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349.	LH #104	NMC606481
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351.	LH #106	NMC606483
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353.	LH #108	NMC606485
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361.	LH #116	NMC606493
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364.	LH #119	NMC606496
365.	LH #120	NMC606497
366.	LH #140	NMC606498



367.	LH 137 R	NMC832613
368.	LH 138 R	NMC832614
369.	LH 78 A	NMC683528
370.	LH 79 A	NMC683529
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373.	LH 82 A	NMC683532
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377.	LH 86 A	NMC683536
378.	LH 87 A	NMC683537
379.	MARCH	NMC704363
380.	MARCH # 1	NMC704364
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382.	MARCH # 3	NMC704366
383.	MARCH EXT	NMC704375
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387.	MARCH EXT. 5	NMC699805
388.	MARCH EXT. 6	NMC699806
389.	MARCH EXTENSION # 1	NMC704376
390.	NOVEMBER	NMC699823
391.	NOVEMBER FRACTION	NMC699826
392.	OCTOBER FRACTION	NMC699822
393.	PLS # 236	NMC676759
394.	PLS # 237	NMC676760
395.	PLS # 238	NMC676761
396.	PLS # 239	NMC676762
397.	PLS # 240	NMC676763

398.	PLS # 241	NMC676764
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401.	PLS # 244	NMC676767
402.	PLS # 245	NMC676768
403.	PLS # 279	NMC771503
404.	PLS # 281	NMC771504
405.	PLS # 37	NMC676560
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409.	PLS # 41	NMC676564
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414.	PLS # 69	NMC676592
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416.	PLS # 71	NMC676594
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422.	PLS # 77	NMC676600
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426.	PLS # 81	NMC676604
427.	PLS # 82	NMC676605
428.	PLS # 83	NMC676606

429.	PLS # 84	NMC676607
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438.	PLS # 93	NMC676616
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450.	PLS 270	NMC682325
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453.	PLS 273	NMC682328
454.	PLS 275	NMC682330
455.	PLS 277	NMC682332
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459.	PLS 288	NMC682343

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463.	PLS 292	NMC682347
464.	R-E 10	NMC699892
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466.	R-E 20	NMC699902
467.	R-E 25	NMC699907
468.	R-E 26	NMC699908
469.	R-E 31	NMC699911
470.	R-E 34	NMC699912
471.	RH - 5	NMC489850
472.	RHMS 300	NMC909518
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475.	RHMS 303	NMC909521
476.	RHMS 304	NMC909522
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479.	RHMS 307	NMC909525
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519.	RHMS 347	NMC909565
520.	RHMS 348	NMC909566
521.	RHMS 349	NMC909567

522.	RHMS 350	NMC909568
523.	SAGEBRUSH	NMC699779
524.	SAGEBRUSH 1	NMC699780
525.	SEPTEMBER	NMC699807
526.	SEPTEMBER # 11	NMC705159
527.	SNOW	NMC704357
528.	SNOW 1	NMC704358
529.	SNOW 2	NMC704359
530.	SNOW 3	NMC704360
531.	SNOW 4	NMC704361
532.	SNOW 5	NMC704362
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545.	SP # 13	NMC604331
546.	SP # 14	NMC604332
547.	SP # 15	NMC604333
548.	SP # 16	NMC604334
549.	SP # 17	NMC604335
550.	SP # 18	NMC604336
551.	SP # 19	NMC604337
552.	SP # 20	NMC604338

553.	SP # 21	NMC604339
554.	SP # 22	NMC604340
555.	SP # 23	NMC604341
556.	SP # 24	NMC604342
557.	SP # 25	NMC604343
558.	SP # 26	NMC604344
559.	SP # 27	NMC604345
560.	SP # 28	NMC604346
561.	SP # 29	NMC604347
562.	SP # 30	NMC604348
563.	SP # 31	NMC604349
564.	SP # 32	NMC604350
565.	SP # 33	NMC604351
566.	SP # 34	NMC604352
567.	SP # 35	NMC604353
568.	SP # 36	NMC604354
569.	SP # 37	NMC604355
570.	SP # 38	NMC604357
571.	SP # 39	NMC604359
572.	SP # 40	NMC604360
573.	SP # 41	NMC604361
574.	SP # 42	NMC604362
575.	SP # 43	NMC604363
576.	SP # 44	NMC604364
577.	SP # 45	NMC604365
578.	SP # 51	NMC604371
579.	SP # 52	NMC604372
580.	SP # 53	NMC604373
581.	SP # 54	NMC604374
582.	SP # 55	NMC604375
583.	SP # 56	NMC604376

584.	SP # 57	NMC604377
585.	SP # 58	NMC604378
586.	SP 37A	NMC604356
587.	SP 38A	NMC604358
588.	TDB 1	NMC1089497
589.	TDB 10	NMC1089506
590.	TDB 11	NMC1089507
591.	TDB 12	NMC1089508
592.	TDB 2	NMC1089498
593.	TDB 3	NMC1089499
594.	TDB 4	NMC1089500
595.	TDB 5	NMC1089501
596.	TDB 6	NMC1089502
597.	TDB 7	NMC1089503
598.	TDB 8	NMC1089504
599.	TDB 9	NMC1089505
600.	WLH # 10	NMC681559
601.	WLH # 11	NMC681560
602.	WLH # 12	NMC681561
603.	WLH # 13	NMC681562
604.	WLH # 14	NMC681563
605.	WLH # 15	NMC681564
606.	WLH # 16	NMC681565
607.	WLH # 17	NMC681566
608.	WLH # 18	NMC681567
609.	WLH # 19	NMC681568
610.	WLH # 20	NMC681569
611.	WLH # 21	NMC681570
612.	WLH # 22	NMC681571
613.	WLH # 23	NMC681572
614.	WLH # 24	NMC681573



615.	WLH # 25	NMC681574
616.	WLH # 26	NMC681575
617.	WLH # 27	NMC681576
618.	WLH # 28	NMC681577
619.	WLH # 29	NMC681578
620.	WLH # 30	NMC681579
621.	WLH # 31	NMC681580
622.	WLH # 32	NMC681581
623.	WLH # 33	NMC681582
624.	WLH # 34	NMC681583
625.	WLH # 35	NMC681584
626.	WLH # 36	NMC681585
627.	WLH # 37	NMC681586
628.	WLH # 38	NMC681587
629.	WLH # 39	NMC681588
630.	WLH # 40	NMC681589
631.	WLH # 41	NMC681590
632.	WLH # 42	NMC681591
633.	WLH # 85	NMC681634
634.	WLH # 86	NMC681635
635.	WLH # 87	NMC681636
636.	WLH # 88	NMC681637
637.	WLH # 89	NMC681638
638.	WLH # 9	NMC681558
639.	WLH # 90	NMC681639
640.	WLH # 91	NMC681640

**Leased unpatented mining claims**

Claim Count	Claim Name	BLM Legacy Serial Number
1.	Swan	NMC72580
2.	Merit	NMC72581

3.	Gold Quartz	NMC72582
4.	Gold Quartz No. 1	NMC72583
5.	Gold Quartz No. 2	NMC72584
6.	West No. 1	NMC72586
7.	West No. 2	NMC72587

*[End]*



## EXHIBIT C

### PERSONAL PROPERTY

(a) All Personal Property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials and software embedded in any of the foregoing) in which Trustor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Real Property or the Improvements or used or useful in or related to the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Trustor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Real Property, Improvements, or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Secured Obligations remains unpaid or unperformed, may accrue to Trustor from such personal property or any part thereof or from the Real Property, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Trustor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Trustor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Real Property or Improvements, rights to receive capital contributions or subscriptions from Trustor's partners, members or shareholders, amounts payable on account of the sale of the capital stock of Trustor, accounts and other accounts receivable, deposit accounts maintained with Beneficiary and its affiliates, chattel paper (whether tangible or electronic) notes, drafts, contract rights, instruments, general intangibles, all as defined in the Nevada Uniform Commercial Code, as presently or hereafter in effect, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Real Property, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Real Property or Improvements, all names under or by which the Real Property or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Real Property or the Improvements, and all good will and software in any way relating to the Real Property or the Improvements;

(e) Trustor's rights under all insurance policies covering the Real Property, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Real Property;

(g) All water rights and water shares relating to the Real Property;

(h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Real Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Real Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Real Property, the Improvements, the Personal Property, or any other part of the Trust Estate;

(i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Real Property and all studies, data, and drawings related thereto; and also all contracts and agreements of the Trustor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Real Property;

(j) All commercial tort claims Trustor now has or hereafter acquires relating to the properties, rights, titles, and interests referred to in this Exhibit C or elsewhere in the Deed of Trust;

(k) All letter of credit rights (whether or not the letter of credit is evidenced by a writing) Trustor now has or hereafter requires relating to the properties, rights, titles and interest referred to in this Deed of Trust;

(l) All proceeds from any of the aforesaid collateral and all supporting obligations ancillary thereto or arising in any way in connection therewith;

(m) All of Trustor's rights in any and all warranties and guaranties with respect to any goods, materials, supplies, chattels, fixtures, equipment, machinery, building materials, and work in progress attached to or placed in or on any part of the Real Property, or used in connection with any construction on the Real Property; and

(n) All of Trustor's rights in all plans, specifications, plats, agreements, assessments, reports, and surveys related to the Real Property;

Notwithstanding the foregoing, the Personal Property shall not include any of the following

(i) any Other Agreements or other permit or license to the extent that the Trustor is expressly prohibited from granting a security interest in such instrument pursuant to the terms thereof, but only to the extent such prohibition is not invalidated under the Nevada Uniform Commercial Code,

(ii) governmental licenses, state or local franchises, charters and authorizations and any other property and assets to the extent that the Trustee or Beneficiary may not validly possess a security interest therein under applicable laws (including rules and regulations of any governmental authority or agency) or the pledge or creation of a security interest in which would require governmental consent, approval, license or authorization, other than to the extent such prohibition or limitation is rendered ineffective under the Nevada Uniform Commercial Code or other

applicable law notwithstanding such prohibition, including any governmental licenses or state or local franchises, charters and authorizations to the extent security interest is prohibited or restricted thereby; (iii) any lease, license, permit or agreement (A) to the extent that a grant of a security interest therein (1) is prohibited by applicable law other than to the extent such prohibition is rendered ineffective under Section 9-406, 9-407, 9-408 or 9-409 (or any successor provisions thereof) of the Nevada Uniform Commercial Code or other applicable law notwithstanding such prohibition, or (2) would violate the terms thereof or would give rise to a termination right thereunder (except to the extent such provision is rendered ineffective under Section 9-406, 9-407, 9-408 or 9-409 (or any successor provisions thereof) of the Nevada Uniform Commercial Code or other applicable law notwithstanding such prohibition), or (B) which by their express terms are not assignable or would become void, voidable, terminable or revocable if pledged or assigned hereunder without written consent of the other party(ies) thereto (except to the extent such provision is rendered ineffective under Section 9-406, 9-407, 9-408 or 9-409 (or any successor provisions thereof) of the Nevada Uniform Commercial Code or other applicable law notwithstanding such prohibition), provided, the Trustor shall have no obligations to obtain any such consent; (iv) any property or asset for which the creation or perfection of pledges or security interests therein could reasonably be expected to result in material adverse tax consequences or adverse regulatory consequences to any Trustor or any of its Subsidiaries, as reasonably determined by the Trustor; (v) any deposit accounts that are used exclusively for tax accounts, withholding accounts, payroll accounts or trust accounts, and in each case, any funds on deposit therein; and (vi) any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under the applicable federal law (the assets described in the immediately preceding clauses (i) through (vi) collectively, the “**Excluded Assets**”); provided further, however, that “Excluded Assets” shall not include any proceeds, substitutions or replacements of any Excluded Assets referred to in clauses (i) through (vi) unless such proceeds, substitutions or replacements would independently constitute Excluded Assets referred to in clauses (i) through (vi). Notwithstanding the foregoing, if and when any property that would otherwise constitute Personal Property shall cease to be Excluded Assets, a lien on and security in such property shall be deemed granted therein.

As used in this Exhibit C the terms “Secured Obligations”, “Trust Estate”, “Real Property”, “Improvements”, “Personal Property” and “Other Agreements” shall have the meanings in the Deed of Trust to which this Exhibit C is attached.

*[End]*