

**APNs: 009-230-04; 009-260-01;
009-330-20; 009-240-03.**

Recorded at the request of:

Marvel & Marvel, Ltd.
217 Idaho Street
Elko, Nevada 89801

Mail All Notices to:

Timberline Resources Corporation
Attn: Patrick Highsmith
101 E. Lakeside Avenue
Coeur d'Alene, ID 83814

EUREKA COUNTY, NV
RPTT:\$337.35 Rec:\$37.00
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MARVEL & MARVEL, LTD
KATHERINE J. BOWLING, CLERK RECORDER

2022-248803

10/06/2022 10:48 AM

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

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 26th day of August, 2022, by UNIVERSITY OF NEVADA, RENO FOUNDATION, UNIVERSITY OF NEVADA, RENO, MORRILL HALL ALUMNI CENTER/007, RENO, NV 89557 ("**Grantor**"); and TIMBERLINE RESOURCES CORPORATION, a Delaware corporation qualified to do business in the State of Nevada ("**Grantee**").

WITNESSETH:

WITNESSETH, that Grantor, for Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby confessed and acknowledged, has remised, released, sold, conveyed, and quitclaimed, and by these presents does remise, release, sell, convey, and quitclaim, without any covenants of warranty whatsoever and without recourse to Grantor, its successors and assigns, to Grantee, its successors and assigns, forever, all of Grantor's right, title, and interest, if any, in and to that certain real property located in Eureka County, Nevada, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "**Property**").

TOGETHER WITH all lodes, ledges, veins and mineral bearing rock, both known and unknown, lying within the boundaries of the Property; all dips, spurs, and angles in and to all the ores, mineral-bearing materials, quartz, rock and earth or other deposits therein or thereon; all of the rights, privileges and franchises thereto incident; all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the royalties, rents, issues and profits thereof; and also all of Grantor's right, title, interest, estate, property, possession, claim and demand whatsoever, in law as well as in equity, of, in or to the Property and every part and parcel thereof, with the appurtenances, including all after-acquired title, all rights-of-way, easements and other ancillary rights pertaining to the Property.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

SUBJECT TO all covenants, conditions, restrictions, exceptions, easements, rights of way, reservations and rights, and other matters evidenced by documents of record.

RESERVING unto Grantor, its successors and assigns forever, a production royalty of one and one-half percent (1.5%) ("**NSR Royalty**") of the Net Revenues of the net smelter returns from ores, metals and minerals ("**Minerals**"), including by-products and co-products thereof, produced and sold from the real property, being a patented mining claim, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "**Property**"). Net Revenues are defined, and the NSR Royalty shall be calculated and paid, as set forth in Exhibit "B" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or at equity, to the only proper use, benefit and behalf of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed by its authorized representative effective the date set forth above.

GRANTOR:

UNIVERSITY OF NEVADA, RENO
FOUNDATION, UNIVERSITY OF NEVADA,
RENO, MORRILL HALL ALUMNI
CENTER/007, RENO, NV 89557

By:

Bill Johnson
(Print Name)

Bill Johnson
(Signature)

Executive Director
(Title)

STATE OF NEVADA }
COUNTY OF Washoe } SS

On the 26th day of August, 2022, before me, a Notary Public, personally appeared Bill Johnson, personally known to me or proven to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the above instrument and who acknowledged that he or she executed said instrument on behalf of University of Nevada, Reno Foundation, University of Nevada, Reno, Morrill Hall Alumni Center/007, Reno, Nv 89557.

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

Witness my hand and official seal:

Melissa A. Davis
NOTARY PUBLIC



EXHIBIT "A"
Quitclaim Deed

Legal Description of Property

All of Grantor's right, title, and interest in and to that certain land, consisting of patented mining claims, situate in the County of Eureka, State of Nevada, and more particularly described as follows:

CLAIM NAME	ASSESSOR PARCEL NO.	PATENT NO.	MINERAL SURVEY NO.
Tiger Lilly	009-230-04	3666	147
Eureka Giant	009-230-04	3361	146
Southern Cross	009-260-01	2902	100A&B
Maria	009-330-20	2951	304
Best & Belcher	009-240-03	6191	197

EXHIBIT "B"
Quitclaim Deed

***Definitions; Calculation of NSR Royalty; and
Related Production and Payment Matters***

Definitions.

"Minerals" means all minerals and mineral materials, including gold, silver, platinum and platinum group metals, base metals and minerals (including iron ore, antimony, chromium, cobalt, copper, lead, manganese, mercury, nickel, molybdenum, titanium, tungsten, zinc), and other metals, stockpiles and tailings which are on, in or under the Property.

"Net Smelter Returns" means the gross revenues from the sale of all Minerals or Mineral Products to a refinery, smelter or other purchaser, less the following costs, charges and expenses paid or incurred by Grantee:

a. Charges for treatment in the milling, crushing, beneficiation, concentrating, processing, smelting and refining processes (including handling, processing, sampling, assaying and representation costs; penalties and other processor deductions).

b. Actual costs of transportation (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation) of Minerals or Mineral Products to the point of sale or to the refinery, smelter or other purchaser, but not any charges or costs of transportation of Minerals or ores from any mine on the Property to the place of first processing by an autoclave, concentrator, crusher, heap or other leach process, mill or plant.

c. Actual marketing, sales and brokerage costs on Mineral concentrates, processed ore, dore metal and products for which the NSR Royalty is payable.

d. Sales, use, severance, Nevada net proceeds of minerals (except net proceeds of minerals payable by Grantor), ad valorem taxes applicable under local, state and federal law and any other tax or governmental levy measured by production or the value of products, on which the NSR Royalty is payable (other than taxes based upon income).

Payment Procedures.

Accrual of Obligation. Grantee's obligation to pay the NSR Royalty shall accrue upon the sale, or delivery to the point of sale, of Minerals or Mineral Products, and become due and payable on a quarterly basis as set forth below.

Futures or Forward Sales, Etc. The NSR Royalty shall be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Grantee, specifically including but not limited to forward sales, futures trading or commodities options trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals or minerals produced from Minerals.

Quarterly Calculations and Payments. The NSR Royalty shall be determined on a quarterly basis. Grantee shall pay Grantor each quarterly NSR Royalty payment on or before the last business day of the quarter immediately following the quarter in which the NSR Royalty payment obligation accrued. If any amount payable by Grantee remains delinquent for a period in excess of thirty (30) days, Grantee shall pay to Grantor, in addition to the late payment, interest from and after the due date at the statutory rate pursuant to NRS 99.040.

Statements. At the time of payment of the NSR Royalty, Grantee shall accompany such payment with a statement which shows in reasonable detail the quantities and grades of Minerals or Mineral Products sold or deemed sold by Grantee in the preceding quarter; costs and other deductions, and other pertinent information in detail to explain the calculation of the payment with respect to such quarter. Payment shall be made to the address provided in the Agreement to which this Exhibit is attached for purposes of notices or by wire transfer to an account which Grantor designate.

Audit. Upon reasonable notice and at a reasonable time, once annually, Grantor shall have the right to audit and examine Grantee's accounts and records relating to the calculation of the NSR Royalty payments. If such audit determines that there has been a deficiency or an excess in the payment made to Grantor, such deficiency or excess shall be resolved by adjusting the next quarterly NSR Royalty payment due Grantor. Grantor shall pay all costs of such audit unless a deficiency of ten percent (10%) or more of the NSR Royalty payment due for the calendar quarter in question is determined to exist, in which case Grantee shall pay the costs of the audit. All books and records used by Grantee to calculate the NSR Royalty payments shall be kept in accordance with generally accepted accounting principles. All NSR Royalty payments made in any calendar year shall be considered final and in full satisfaction of all obligations of Grantee with respect thereto, unless Grantor gives written notice describing and setting forth a specific objection to the calculation thereof within one (1) year following the close of that calendar year. Grantee shall account for any agreed upon deficit or excess in the payment made to Grantor by adjusting the next annual statement following completion of such audit to account for such deficit or excess.

Affiliates. If Minerals or Mineral Products are sold to or purchased by a smelter or other facility owned by Grantee or an affiliate, the Net Smelter Returns shall not be less than if such Mineral or Mineral Products had been sold to or purchased from an independent party in a bona fide, arm's length transaction.

Commingling of Ores. Grantee shall have the right of mixing or commingling, either underground, at the surface, or at processing plants or other treatment facilities, any material containing Minerals mined or extracted from the Property with any similar substances derived from other lands or properties; provided, however, that before commingling, Grantee shall calculate from representative samples the average grade of the ore from the Property and shall either weigh or volumetrically calculate the number of tons of ore from the Property to be commingled. As products are produced from the commingled ores, Grantee shall calculate from representative samples the average percentage recovery of products produced from the commingled ores during each month. In obtaining representative samples, calculating the average grade of commingled ores and average percentage of recovery, Grantee shall be entitled to use any procedures acceptable in the mining and metallurgical industry which Grantee believes to be

accurate and cost-effective for the type of mining and processing activity being conducted. In addition, comparable procedures may be used by Grantee to apportion among the commingled ores any penalty charges imposed by the smelter or refiner on commingled ores or concentrates. The records relating to commingled ores shall be available for inspection by Grantor, at their sole expense, at all reasonable times, and shall be retained by Grantee for a period of two (2) years.

Ore Processing. All determinations with respect to: (a) whether ore from the Property shall be beneficiated, processed or milled by Grantee or sold in a raw state; (b) the methods of transporting, beneficiating, processing or milling any such ore; (c) the constituents to be recovered therefrom; and (d) the purchasers to whom any ore, minerals or mineral substances derived from the Property may be sold, may be made by Grantee in its sole and absolute discretion.

Ore Samples. The mineral content of all ore mined and removed from the Property (excluding ore leached in place) and the quantities of constituents recovered by Grantee shall be determined by Grantee, or with respect to such ore which is sold, by the mill or smelter to which the ore is sold, in accordance with standard sampling and analysis procedures.

Waste Rock, Spoil and Tailings. Any ore, mine waters, leachates, pregnant liquors, pregnant slurries, and other products or compounds or metals or minerals mined from the Property shall be the property of Grantee, subject to payment of the NSR Royalty. The NSR Royalty shall be payable only on metals, ores, or minerals recovered prior to the time waste rock, spoil, tailings, or other mine waste and residue are first disposed of as such, and such waste and residue shall be the sole property of Grantee. Grantee shall have the sole right to dump, deposit, sell, dispose of, or reprocess such waste rock, spoil, tailings, or other mine wastes and residues, and Grantor shall have no claim or interest therein other than for payment of the NSR Royalty to the extent any proceeds are generated or arise therefrom.

No Covenants. The parties agree that in no event shall Grantee have a duty or obligation, express or implied, to explore for, develop, mine or produce ores, minerals or mineral substances from the Property, and the timing, manner, method and amounts of such exploration, development, mining or production, if any, shall be in the sole discretion of Grantee.

Nature of Grantor's Interest. Grantor shall have only a royalty interest in the Property and rights and incidents of ownership of a non-executive, non-participating royalty interest owner. Grantor shall not have any fee simple estate or possessory interest in the Property nor any of the incidents of such estate or interest. By way of example but not by way of limitation, Grantor shall not have (a) a right to participate in the execution of applications for authorities, permits or licenses, mining leases, option, farm-outs or other conveyances, (b) the right to share in bonus payments or rental payments received as the consideration for the execution of such leases, options, farm-outs, or other conveyances, or (c) the right to enter upon the Property and prospect for, mine, drill for, or remove ores, minerals or mineral products therefrom.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 009-230-04
b) 009-260-01
c) 009-330-20
d) 009-240-03

2. Type of Property

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

3. a) Total Value/Sales Price of Property: \$ 86,460.00
b) Deed in Lieu of Foreclosure Only (value of property) (\$)
c) Transfer Tax Value: \$
d) Real Property Transfer Tax Due \$ 337.19

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: N/A
b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature (Seller): [Signature]

Capacity: Executive Director

Signature (Buyer): [Signature]

Capacity: Attorney

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: University of Nevada, Reno, Morrill Hall
Alumni Center/007
Address: University of Nevada Reno, Morrill
Hall Alumni Center/007
City: Reno
State: Nevada Zip: 89557

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Timberline Resources
Corporation
Address: 101 E. Lakeside
City: Coeur d'Alene
State: ID Zip: 83814

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

Print Name: Marvel & Marvel, Ltd File Number: _____
Address: 217 Idaho Street
City: Elko State: Nevada Zip: 89801

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