

APN: N/A (*Mineral Rights*)

Recording requested by:

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

EUREKA COUNTY, NV

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MARVEL & MARVEL, LTD

KATHERINE J. BOWLING, CLERK RECORDER E03

2024-251655

02/06/2024 03:02 PM

Mail tax statements/notices to:

David L. Hamilton and Charleen M. Hamilton
P.O. Box 541
Worland, WY 82401

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

CORRECTION **MINERAL DEED**

THIS INDENTURE is made and entered into this 23rd day of January, 2024, by and between **WESTERN STATES MINERALS CORPORATION**, a Utah corporation, qualified to do business in the State of Nevada ("Grantor"); and **DAVID L. HAMILTON** and **CHARLEEN M. HAMILTON**, husband and wife, as joint tenants with right of survivorship ("Grantees").

RECITALS:

WHEREAS, on the 14th day of February, 2020, 26 Ranch Inc., a Colorado corporation, qualified to do business in the State of Nevada, and Western States Minerals Corporation, a Utah corporation, qualified to do business in the State of Nevada, as Sellers; and David L. Hamilton and Charleen M. Hamilton, husband and wife, as Buyers, executed a Purchase and Sale Agreement for the purchase and sale of certain real property, mineral rights, and other property of the Sellers.

WHEREAS, Western States Minerals Corporation, as owner of the mineral rights subject to said Purchase and Sale Agreement, recorded a Mineral Deed: (i) in the Official Records of the County of Elko, State of Nevada, on February 24, 2020, as Document #765650; (ii) in the Official Records of the County of Humboldt, State of Nevada, on February 24, 2020, as Document #2020-00636; (iii) in the Official Records of the County of Eureka, State of Nevada, on February 24, 2020, as Document #2020-240105; and, (iv) in the Official Records of the County of Lander, State of Nevada, on February 26, 2020, as Document #292920.

WHEREAS, said Mineral Deed contained an error, as said Mineral Deed was executed by 26 Ranch Inc., and not by the Grantor, Western States Minerals Corporation, the correct party-in-interest.

WHEREAS, Grantor hereby records this Correction Mineral Deed to correct the execution of said Mineral Deed.

WITNESSETH:

That said Grantor does by these presents grant, bargain, sell, and convey, without warranty, unto the Grantees, as joint tenants with right of survivorship, and not as tenants in common, and to the surviving Grantee's heirs, personal representatives, executors, administrators, successors and assigns, an undivided fifty percent (50%) of Grantor's right, title, interest and estate, if any, in and to the minerals situate, lying, and being upon, under or within those certain lands located in Elko, Humboldt, Lander, and Eureka Counties, State of Nevada (the "Property"), as more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

The mineral estate subject hereto includes the ores, minerals, metals, coal, oil, gas and other hydrocarbons, industrial minerals and mineral materials, geothermal resources, barite, bentonite and other clays, including common clays and sand and gravel, aggregates, building stone and ballast, of every kind and character whatsoever, upon, under or within the Property, and all by-products and co-products thereof, provided, however, Grantor shall have and retain, with respect to the metalliferous mineral interest and barite mineral interest granted to Grantee and the remaining one-half of said metalliferous mineral interest and barite mineral interest retained, excepted and reserved by Grantor, the sole and exclusive executive right to lease those particular minerals. The executive right to be held by Grantor shall not include or affect any other minerals conveyed to Grantee. Grantor's reserved mineral estate shall continue to be held by Grantor together with, all and singular, all rights, privileges, incidents and appurtenances, and full use of the surface of the Property, in all respects, as granted, transferred and conveyed to Grantor by that certain Special Warranty Deed and Agreement dated May 9, 2006, by and between 26 Ranch Inc., a Colorado corporation, as grantor therein, and Western States Mineral Corporation, a Utah corporation, as grantee therein, which Special Warranty Deed and Agreement is incorporated herein by reference and made a part hereof, and as recorded in the office of the Recorder of each of Lander, Elko, Humboldt and Eureka Counties, Nevada, as follows:

Recorded: June 7, 2006, Book 556, Page 771, Document No. 242691,
Official Records of Lander County, Nevada

Recorded: June 7, 2006, Document No. 2006-3848,
Official Records of Humboldt County, Nevada

Recorded: June 8, 2006, Document No. 554272,
Official Records of Elko County, Nevada

Recorded: June 8, 2006, Book 437, Page 143,
Official Records of Eureka County, Nevada

EXECUTIVE RIGHT

In exercising the executive right to lease the mineral interests of both Grantor and Grantees over the said metalliferous mineral interest and barite mineral interest, Grantor will negotiate and exercise commercially reasonable efforts to obtain the agreement of any prospective lessee or operator to compensate Grantees for the fair market value of the surface estate of the agricultural property which may be damaged or disturbed in connection with mining activities, including any resulting operational disruptions due to such activities. Grantees shall have the exclusive right of first refusal to any offer for Grantor's interests retained herein.

Grantor shall have the sole and exclusive right to negotiate, execute, administer, renegotiate, enforce, amend, or modify mining leases, options, farm-outs, or other conveyances or agreements; Grantees shall not have the right to enter upon the Property to prospect for, mine, drill for, or remove ores or minerals therefrom. Nothing herein contained is intended or shall be held to be a covenant to develop minerals or otherwise to require or prohibit the execution of any leases or other agreements for development of the Property, or the commencement, suspension, resumption, or termination of any particular operation upon the Property, or with reference to the disposition of metals, minerals, mineral products, or ores, but all such leases, agreements and operations, including the negotiation, execution, administration, renegotiation, enforcement, amendment, modification or the timing thereof, shall be at all times at the sole discretion of the Grantor, its successors and assigns. Any mineral development on the Property undertaken, permitted, or authorized by the Grantor, or its lessees, licensees, permittees, or successors and assigns, may be limited or conducted in a manner deemed by the Grantor to be consistent with the operation of the Property as part of a working ranch.

The Grantees shall have a single agent designated for notice or for receipt of payments received by Grantor attributable to the mineral estate ("Net Proceeds," as defined below) on behalf of Grantees and their heirs, personal representatives, successors and assigns, to receive any Net Proceeds attributable to their mineral interest and to receive any notices to be received hereunder. Grantees hereby designate the Grantees named herein for such purposes, with their address designated as set forth above. No change or division in the ownership of the Grantees' interest provided for herein, however accomplished, shall enlarge the obligations or diminish the rights of the Grantor, its successors and assigns. The Grantees covenant that any change in ownership of their interest shall be accomplished in such a manner that the Grantor, its successors and assigns, shall be required to make payments and to give notices to but one person, firm, bank or financial institution, unrelated and/or unaffiliated, either directly or indirectly with the Grantees or any of them, and upon breach of this covenant, the Grantor, its successors and assigns, may retain all monies otherwise due to Grantees, their heirs, personal representatives, successors and assigns, until the breach has been cured, at which time such retained funds shall be paid by Grantor to the proper party. No change or division in ownership shall be binding on the Grantor, its successors and assigns until thirty (30) days after the Grantees have given the Grantor, its successors and assigns, a certified copy of the recorded instrument evidencing the change or division fully executed by the Grantees.

For purposes hereof "Net Proceeds" shall mean (i) the gross revenues actually received by the Grantor on account of nonoperating, nonworking interests reserved from leases or similar conveyances of the working interest in the mineral estate, including barite and metalliferous minerals, including rentals, bonuses, production royalties, and advance or minimum royalties, and (ii) the revenues actually received by the Grantor on account of production of barite or metalliferous minerals less operating costs actually incurred by the Grantor on account of the mining and processing of barite or metalliferous minerals, provided that any excess of operating costs over revenues shall be carried forward and become a charge against revenues from production thereafter derived.

Grantor will pay to the designated depository for the account of the Grantees the Grantees' share of Net Proceeds actually received by the Grantor. Net Proceeds shall be calculated as of the last day of each calendar month, and payments, if any, will be made on or before the 20th day of each month following the last day of such calendar month. At the time of these payments, Grantor shall send to the Grantees' agent for receipt of notice and to the depository a statement including: (i) identification of the lease, option, farm-out, joint venture or other conveyance or agreement under which the revenue was generated; (ii) identification of the source of such revenue, e.g., earned or production royalties, minimum or advance royalties, etc.; and (iii) in the event of earned or production royalties received by the Grantor, a copy of any miner's settlement sheets or weight tickets showing the quantities and grades of minerals mined or extracted, proceeds of sale, cost, and other pertinent information or in the event of an arrangement in which the Grantor is participating in the development as a partner, joint venturer or other capacity, an explanation of the calculation of the payment of Net Proceeds to the Grantees. The statement or other information so furnished shall be in sufficient detail to allow Grantees to independently verify Net Proceeds. Such statement or other information shall be deemed conclusively accurate and binding upon the Grantees unless they shall have objected to the same within six (6) months after the date of mailing. The Grantor shall furnish to Grantees copies of any leases, options, farm-outs, or other conveyances, and amendments or modifications thereof promptly upon execution and delivery of the same and shall notify the Grantees of the termination thereof. The Grantees, and their partners, their successors and assigns, and their respective attorneys, accountants, and agents shall keep such statements or other information strictly confidential, except as to such disclosures as may be required by law.

RESERVING AND EXCEPTING FROM THIS MINERAL DEED, unto Grantor, all of Grantor's right, title and interest in and to the mineral estate and all minerals situate, lying, and being upon, under or within those certain lands located in Lander and Eureka Counties, State of Nevada, known as the "Rock Creek Property," consisting of approximately 3,246.65 acres, as more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof. Said mineral estate includes the ores, minerals, metals, coal, oil, gas and other hydrocarbons, industrial minerals and mineral materials, geothermal resources, barite, bentonite and other clays, including common clays and sand and gravel, aggregates, building stone and ballast, of every kind and character whatsoever, upon, under or within the Rock Creek Property, and all by-products and co-products thereof.

Grantor's reserved mineral estate in the Rock Creek Property shall continue to be held by Grantor together with, all and singular, all rights, privileges, incidents and appurtenances, and full use of the surface of the Property described and set forth in Exhibit "A," in all respects, as granted, transferred and conveyed to Grantor by that certain Special Warranty Deed and Agreement dated May 9, 2006, by and between 26 Ranch Inc., a Colorado corporation, as grantor therein, and Western States Mineral Corporation, a Utah corporation, as grantee therein, as recorded in the office of the Recorder of each of Lander, Elko, Humboldt and Eureka Counties, State of Nevada, as set forth above, and which Special Warranty Deed and Agreement is incorporated herein by reference and made a part hereof.

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 unto the respective parties as to the rights and interests granted and/or reserved hereunder as hereinabove set forth.

TO HAVE AND TO HOLD the said premises as hereinabove set forth, together with the appurtenances, unto the Grantees, as joint tenants with right of survivorship, and not as tenants in common, and to the surviving Grantee's heirs, personal representatives, executors, administrators, successors and assigns forever; and unto the Grantor as to the reserved and retained interests, and to Grantor's successors and assigns.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has executed this Correction Mineral Deed as of the day and year first hereinabove written.

GRANTOR:

WESTERN STATES MINERALS CORPORATION,
a Utah corporation, qualified to do business in the
State of Nevada

By: 
JOHN E. MARVEL
Its: **Vice President**

STATE OF NEVADA }
 } SS
COUNTY OF WASHOE }

On the 23rd day of January, 2024, personally appeared before me, a Notary Public, **JOHN E. MARVEL**, 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 who acknowledged that he executed said instrument on behalf of Western States Minerals Corporation.


NOTARY PUBLIC

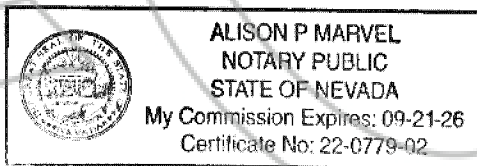


EXHIBIT "A"

COPY

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Elko, Eureka, Lander and Humboldt, described as follows:

PARCEL 1:

TOWNSHIP 32 NORTH, RANGE 46 EAST, M.D.B.&M. (Lander County)

Section 6: N1/2SW1/4;

EXCEPTING THEREFROM all those portions of said land conveyed to the Central Pacific Railway Company and the Western Pacific Railway Company, by deeds recorded in Book 50, Pages 5, 8 and 11, in Book 51, Page 557 and 633, Deed Records, Lander County, Nevada.

PARCEL 2:

TOWNSHIP 35 NORTH, RANGE 45 EAST, M.D.B.&M. (Lander County)

Section 10: E1/2SW1/4; SE1/4;

EXCEPTING THEREFROM all the oil and gas lying in and under said lands as reserved in Patent from the United States of America, recorded January 14, 1971, in Book 102, Page 24, Official Records, Lander County, Nevada.

PARCEL 3:

TOWNSHIP 37 NORTH, RANGE 49 EAST, M.D.B.&M. (Elko County)

Section 25: N1/2NE1/4; S1/2SE1/4; NE1/4NW1/4; SE1/4SW1/4;

Section 35: E1/2NE1/4;

Section 36: N1/2NE1/4; NW1/4NW1/4;

TOWNSHIP 37 NORTH, RANGE 50 EAST, M.D.B.&M. (Elko County)

Section 18: SW1/4SE1/4;

Section 19: NE1/4NE1/4;

Section 20: NW1/4NW1/4;

Section 28: N1/2SE1/4; N1/2NW1/4;

Section 29: N1/2N1/2;

Section 30: NW1/4NE1/4; N1/2NW1/4;

Section 31: S1/2N1/2;

Section 32: NW1/4;

EXCEPTING THEREFROM one-half of all oil, gas, gasoline, and other hydro-carbon

substances and minerals of every kind and nature lying in and under said land, as reserved in deed from Horseshoe Cattle Company, a Nevada Corporation, recorded September 19, 1955, in Book 68, Page 304, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM one-eighth (1/8) of all oil, gas, gasoline and other hydrocarbon substances and minerals of every kind and nature lying in and under said land reserved by S.A. Camp Ginning Company and Kenneth Mebane by Deed recorded November 21, 1961, in Book 20, Page 105, Official Records, Elko County, Nevada.

PARCEL 4:

TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.&M. (Eureka County)

Section 5: Lots 1, 2, 3 and 4; S1/2N1/2; SW1/4;

EXCEPTING FROM the above described land in TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.&M., all petroleum, oil, natural gas, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover and remove the same reserved by Southern Pacific Company by Deed recorded in Book 25, Page 279, Deed Records, Eureka County, Nevada.

PARCEL 5:

TOWNSHIP 32 NORTH, RANGE 45 EAST, M.D.B.&M. (Lander County)

Section 1: All;

Section 2: NE1/4; SE1/4; SW1/4; W1/2NW1/4; SE1/4NW1/4;

TOWNSHIP 32 NORTH, RANGE 46 EAST, M.D.B.&M. (Lander County)

Section 6: Lots 3 & 4;

TOWNSHIP 33 NORTH, RANGE 44 EAST, M.D.B.&M. (Lander County)

Section 3: W1/2NW1/4; SW1/4SE1/4; SW1/4;

Section 4: E1/2E1/2E1/2;

Section 9: E1/2E1/2E1/2;

Section 10: All;

Section 12: N1/2NE1/4; SW1/4NE1/4; W1/2; SE1/4;

EXCEPTING THEREFROM 4.5 acres, more or less, as conveyed by Deed dated August 9, 1907, executed by Russell Land and Cattle Company to Western Pacific Railway Company, recorded in Book 51, Page 183, Deed Records of Lander County, Nevada.

Section 14: NW1/4NW1/4; S1/2NW1/4; S1/2;

Section 15: All;
Section 16: E1/2E1/2E1/2;
Section 21: E1/2E1/2NE1/4;
Section 22: N1/2; SE1/4; N1/2SW1/4; SE1/4SW1/4;
Section 23: All;
Section 24: All;
Section 25: All;
Section 26: All;
Section 36: All;

EXCEPTING THEREFROM 30 acres, more or less, as conveyed by Deed dated April 22, 1903, executed by Russell and Bradley Land and Cattle Company to Central Pacific Railway Company, recorded in Book 49, Page 754, Deed Records of Lander County, Nevada.

TOWNSHIP 33 NORTH, RANGE 46 EAST, M.D.B.&M. (Lander County)

Section 1: All;
Section 3: All;
Section 5: All;
Section 7: All;
Section 9: All;
Section 11: All;
Section 13: All;
Section 15: All;
Section 17: All;
Section 19: All;
Section 21: All;
Section 23: Lots 1, 2, 3, 4, 7, 8, 9 and 10; NW1/4;
Section 25: All that portion of Lots 1, 2 and 7, lying westerly and northwesterly of the following described line:

Commencing at the south quarter corner of said Section 25: THENCE northerly along the east line of the southwest quarter of said Section 25, a distance of 493.70 feet THENCE North 36°16' West, 2,205.80 feet; THENCE North 46°22' East, 1,796.00 feet, more or less to a point of intersection with the west line of northeast quarter of said Section 25, said point being the actual point of beginning of the line to be described; THENCE continuing North 46°22' East, 1,712.00 feet; THENCE North 28°30' East, 689.50 feet, more or less, to a point of intersection with the north line of said Section 25.

Also, all that part of the southwest quarter of said Section 25, lying westerly and southwesterly of the following described line. Beginning at the south quarter corner of said Section 25; THENCE northerly along the east line of the southwest quarter of Section 25, a distance of 493.70 feet; THENCE North 36°16' West, 2,205.80 feet; THENCE North 46°22' East, 572.30 feet, more or less, to a point of intersection with the north line of the southwest quarter of said Section 25.

Section 29: N1/2SW1/4; Lots 1 & 2; N1/2;
Section 33: Lots 1, 2, 7, 8, 9, 10, 11 and 12;

EXCEPTING FROM the above described land in TOWNSHIP 33 NORTH, RANGE 46 EAST, M.D.B.&M., all petroleum, oil, natural gas, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover and remove the same reserved by Southern Pacific Company by Deed recorded in Book 67, Page 265, Deed Records, Lander County, Nevada.

TOWNSHIP 33 NORTH, RANGE 47 EAST, M.D.B.&M. (Lander County)

Section 5: Lots 1, 2, 3 and 4; S1/2N1/2; SW1/4;

Section 7: Lots 1, 2, 3 and 4; NE1/4; E1/2W1/2;

Section 9: All that portion of the northeast quarter lying westerly and northwesterly of the following described line; Commencing at the southwest corner of said Section 9; THENCE South 89°54' East, 518.00 feet; THENCE North 45° 30' East, 3,759.10 feet, more or less, to a point of intersection with the south line of the northeast quarter of said Section 9 and the actual point of beginning of the line to be described; THENCE from said point continuing North 45° 30' East, 2,894.20 feet more or less, to a point of intersection with the east line of said Section 9.

Section 17: All that portion of NE1/4 lying northerly and northwesterly of the following described line; beginning at a point on the east line of said Section 17, that is distant southerly thereon, 667.50 feet from the northeast corner of said Section 17; THENCE South 38°51' West, 1,400.00 feet; THENCE South 63°15' West, 1,960.00 feet more or less to a point of intersection with the south line of the northeast quarter of said Section 17.

EXCEPTING FROM the above described land in TOWNSHIP 33 NORTH, RANGE 47 EAST, M.D.B.&M., all petroleum oil, natural gas, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover and remove the same reserved by Southern Pacific Company by Deed recorded in Book 67, page 265, Deed Record Lander County, Nevada.

TOWNSHIP 34 NORTH, RANGE 44 EAST, M.D.B.&M. (Lander County)

Section 26: NW1/4; N1/2SW1/4; SE1/4SW1/4;

Section 33: E1/2E1/2E1/2;

Section 36: SW1/4NW1/4; N1/2SW1/4; SE1/4SW1/4;

Section 36: NW1/4SE1/4; E1/2SE1/4;

TOWNSHIP 34 NORTH, RANGE 46 EAST, M.D.B.&M. (Lander County)

Section 1: All;
Section 3: All;
Section 5: All;
Section 7: All;
Section 9: All;
Section 11: All;
Section 13: All;
Section 15: All;
Section 17: All;
Section 19: All;
Section 21: All;
Section 23: All;
Section 25: All;
Section 27: All;
Section 29: All;
Section 31: All;
Section 33: All;
Section 35: All;

EXCEPTING FROM the above described land in TOWNSHIP 34 NORTH, RANGE 46 EAST, M.D.B.&M., all petroleum, oil, natural gas, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover and remove the same reserved by Southern Pacific Company by Deed recorded in Book 67, Page 265, Deed Records, Lander County, Nevada.

TOWNSHIP 34 NORTH, RANGE 47 EAST, M.D.B.&M. (Lander County)

Section 1: All;
Section 3: All;
Section 5: All;
Section 7: All;
Section 9: All;
Section 11: All;
Section 13: Lots 1 and 2; W1/2NE1/4; W1/2;
Section 15: All;
Section 17: All;
Section 19: All;
Section 21: All;
Section 23: Lots 1 and 2; N1/2SW1/4; N1/2;
Section 25: Lots 1 and 2 of NE1/4; Lots 6 & 7 of SW1/4; and that portion of the south half of northeast quarter lying westerly and northwesterly of the following described line; beginning at a point on the east line of said Section 25, that is distant southerly thereon 1,690.20 feet from the northeast corner of said Section 25 THENCE South 44°00' West,

1,320.30 feet, more or less, to a point of intersection with the south line of the northeast quarter of said Section 25. And that portion of the east half of southwest quarter lying westerly and northwesterly of the following described line; commencing at the northeast corner of said Section 25; THENCE southerly along the east line of said Section 25, a distance of 1,690.20 feet; THENCE South 44°00' West, 3,762.80 feet, more or less, to a point of intersection with the east line of the southwest quarter of said Section 25 and the actual point of beginning of the line to be described; THENCE from said point, continuing South 44°00' West, 1,253.00 feet, more or less, to a point of intersection with the south line of said Section 25.

Section 27: Lots, 1, 2, 4 and 5; W1/2NE1/4; NW1/4; N1/2SW1/4;

Section 29: All;

Section 31: All;

Section 33: All;

Section 35: Lots 1 and 2 of NE1/4; Lots 6 and 7 of SW1/4; and that portion of the S1/2 of NE1/4 lying westerly and northwesterly of the following described line; commencing at the southwest corner of said Section 35; THENCE easterly along the south line of said Section 35, a distance of 1,801.80 feet; THENCE North 44°30' East, 3,758.80 feet, more or less, to a point of intersection with the south line of the northeast quarter of said Section 35, and the actual point of beginning of the line to be described; THENCE from said point continuing North 44°30' East, 1,255.40 feet, more or less to a point of intersection with the east line of said Section 35. And that portion of the E1/2 of SW1/4 lying westerly and northwesterly of the following described line; beginning at a point on the south line of said Section 35, that is distant easterly thereon 1,801.80 feet from the southwest corner of said Section 35; THENCE North 44°30' East, 1,251.60 feet, more or less, to a point of intersection with the east line of the southwest quarter of said Section 35.

EXCEPTING FROM the above described land in TOWNSHIP 34 NORTH, RANGE 47 EAST, M.D.B.&M., all petroleum, oil, natural gas, and products derived therefrom within or underlying said land or that may be produced therefrom and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover and remove the same reserved by Southern Pacific Company by Deed recorded in Book 67, Page 265, Deed Records, Lander County, Nevada.

TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.&M. (Lander County)

Section 7: Lots 1, 2, 3 and 4; NE1/4; E1/2W1/2;

EXCEPTING FROM the above described land in TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.&M. all petroleum, oil, natural gas, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover and remove the same reserved by Southern Pacific Company by Deed recorded in Book 67, Page 265, Deed Records, Lander County, Nevada.

TOWNSHIP 35 NORTH, RANGE 45 EAST, M.D.B.&M. (Lander County)

Section 9: E1/2SE1/4; SW1/4SE1/4;

Section 10: N1/2; W1/2SW1/4;

Section 16: N1/2NE1/4; SW1/4NE1/4; S1/2NW1/4; NW1/4SW1/4; NE1/4NW1/4;

Section 20: NW1/4NE1/4; N1/2NW1/4;

TOWNSHIP 36 NORTH, RANGE 45 EAST, M.D.B.&M. (Elko County)

Section 4: SE1/4NE1/4; E1/2SE1/4;

Section 10: NW1/4NW1/4; SE1/4NW1/4; NE1/4SW1/4; SW1/4SW1/4;

Section 16: NW1/4NE1/4;

TOWNSHIP 36 NORTH, RANGE 46 EAST, M.D.B.&M. (Elko County)

Section 1: Lot 1; SE1/4NE1/4;

Section 5: SW1/4SE1/4; NW1/4SW1/4; S1/2SW1/4;

Section 6: Lots 1, 2, 3 and 4; SE1/4NE1/4; NW1/4SE1/4;

Section 6: NE1/4SE1/4;

Section 7: N1/2SE1/4; SE1/4SE1/4; NE1/4SW1/4; Lot 2 and Lot 3;

Section 8: NW1/4NE1/4; S1/2NE1/4; NE1/4NW1/4;

Section 9: SE1/4SW1/4;

Section 17: SW1/4NE1/4; N1/2NW1/4; SE1/4NW1/4;

TOWNSHIP 36 NORTH, RANGE 46 EAST, M.D.B.&M. (Lander County)

Section 16: SW1/4SE1/4; N1/2SW1/4;

Section 17: NE1/4SE1/4;

TOWNSHIP 36 NORTH, RANGE 47 EAST, M.D.B.&M. (Elko County)

Section 6: Lot 5; W1/2SW1/4;

Section 7: W1/2W1/2;

Section 10: SE1/4SE1/4;

Section 11: N1/2SE1/4; SW1/4;

Section 12: N1/2NE1/4; NE1/4NW1/4; S1/2NW1/4; NW1/4SW1/4;

Section 15: N1/2NE1/4; SW1/4NE1/4; NE1/4NW1/4; S1/2NW1/4

Section 16: SE1/4NE1/4;

Section 18: Lot 1 and Lot 2;

TOWNSHIP 36 NORTH, RANGE 47 EAST, M.D.B.&M. (Lander County)

Section 16: N1/2SE1/4; S1/2SW1/4; SW1/4SE1/4;

Section 18: Lot 3 (NW1/4SW1/4); Lot 4 (SW1/4SW1/4);

Section 19: NW1/4; W1/2SE1/4; N1/2SW1/4; SE1/4SW1/4;

Section 20: NE1/4NE1/4; S1/2NE1/4; NW1/4SE1/4; NE1/4SW1/4; S1/2SW1/4;

Section 21: N1/2NW1/4;
Section 29: NW1/4NW1/4;
Section 30: NE1/4NE1/4; W1/2E1/2;
Section 30: SE1/4NE1/4; SE1/4NW1/4; E1/2SW1/4;

TOWNSHIP 36 NORTH, RANGE 48 EAST, M.D.B.&M. (Elko County)

Section 5: Lots 2, 3 and 4; S1/2NW1/4;
Section 6: Lots 6 and 7; SE1/4NE1/4; E1/2SW1/4; N1/2SE1/4;

TOWNSHIP 36 NORTH, RANGE 51 EAST, M.D.B.&M. (Elko County)

Section 5: NW1/4SW1/4; SE1/4SW1/4;
Section 6: SE1/4NE1/4; SW1/4NW1/4; NE1/4SE1/4; W1/2SW1/4; Lots 2, 3 and 4;
SW1/4NE1/4;
Section 8: N1/2NW1/4;

TOWNSHIP 37 NORTH, RANGE 45 EAST, M.D.B.&M. (Elko County)

Section 26: NW1/4NW1/4;
Section 36: SE1/4NE1/4; SW1/4SE1/4;

TOWNSHIP 37 NORTH, RANGE 46 EAST, M.D.B.&M. (Elko County)

Section 13: SE1/4SE1/4;
Section 24: E1/2E1/2; SW1/4NE1/4; W1/2SE1/4;
Section 25: E1/2E1/2; W1/2NE1/4; SW1/4SE1/4; E1/2W1/2; NW1/4SE1/4;
Section 28: S1/2NW1/4;
Section 29: S1/2N1/2;
Section 30: NW1/4NE1/4; SE1/4NE1/4; NE1/4NW1/4;
Section 36: E1/2E1/2;
Section 36: NW1/4NE1/4; NE1/4NW1/4;

TOWNSHIP 37 NORTH, RANGE 47 EAST, M.D.B.&M. (Elko County)

Section 13: SE1/4NE1/4;

TOWNSHIP 37 NORTH, RANGE 48 EAST, M.D.B.&M. (Elko County)

Section 6: Lot 1; S1/2NE1/4; E1/2SW1/4; NW1/4SE1/4;
Section 7: SW1/4NE1/4; E1/2NW1/4; W1/2SE1/4;
Section 17: N1/2SW1/4;
Section 18: Lot 2 of NW1/4; N1/2NE1/4; SE1/4NE1/4; SE1/4NW1/4; NE1/4SE1/4;
Section 20: NE1/4NE1/4;
Section 25: S1/2S1/2; NE1/4SE1/4;
Section 26: S1/2SE1/4; SE1/4SW1/4;

Section 28: W1/2SE1/4; SE1/4SW1/4;
Section 32: NE1/4SE1/4; S1/2SE1/4;
Section 33: NE1/4; E1/2NW1/4; N1/2SW1/4;
Section 34: N1/2N1/2;
Section 35: NW1/4NW1/4;

TOWNSHIP 37 NORTH, RANGE 49 EAST, M.D.B.&M. (Elko County)

Section 2: Lot 4 (NW1/4NW1/4);
Section 3: Lots 1, 2, 3 and 4 (N1/2N1/2);
Section 4: Lots 1, 2 and 3; S1/2NW1/4; W1/2SW1/4;
Section 5: Lot 2 (NW1/4NE1/4); SW1/4NE1/4; NW1/4SE1/4; S1/2SE1/4; E1/2SW1/4;
Section 6: Lots 4 and 7;
Section 7: Lot 4;
Section 8: W1/2NE1/4; E1/2W1/2;
Section 13: NE1/4SE1/4; S1/2SE1/4; SE1/4SW1/4;
Section 16: N1/2NE1/4;
Section 17: W1/2NE1/4; E1/2NW1/4; SE1/4;
Section 18: Lot 4;
Section 19: Lot 4;
Section 20: E1/2;
Section 24: NE1/4NW1/4; W1/2W1/2;
Section 25: W1/2W1/2;
Section 26: SE1/4SE1/4;
Section 29: NW1/4NE1/4; N1/2NW1/4; SW1/4NW1/4;
Section 30: NE1/4NE1/4; S1/2NE1/4; NW1/4SE1/4; NE1/4SW1/4; Lot 3
(NW1/4SW1/4); Lot 4 (SW1/4SW1/4);

TOWNSHIP 37 NORTH, RANGE 50 EAST, M.D.B.&M. (Elko County)

Section 3: Lots 1 and 3; S1/2SW1/4; S1/2SE1/4;
Section 6: Lots 2 and 5; SE1/4NW1/4; E1/2SW1/4;
Section 7: E1/2NW1/4; NE1/4SW1/4; SE1/4SW1/4; SW1/4SE1/4;
Section 8: NE1/4SE1/4; SW1/4SE1/4;
Section 9: NE1/4NE1/4; S1/2NE1/4; N1/2SW1/4;
Section 10: NE1/4NW1/4; S1/2NW1/4; NW1/4SE1/4; SE1/4SE1/4;
Section 15: Lots 1 and 2 (E1/2NE1/4); SW1/4NE1/4; NE1/4SW1/4; S1/2SW1/4;
NW1/4SE1/4;
Section 16: SW1/4SE1/4;
Section 17: E1/2NW1/4; SW1/4;
Section 18: Lots 2 and 3; E1/2NW1/4; NE1/4SW1/4; N1/2SE1/4;
Section 20: E1/2SE1/4; NE1/4NW1/4; N1/2NE1/4; SE1/4NE1/4; SE1/4NW1/4;
E1/2SW1/4;
Section 21: W1/2NW1/4; N1/2NE1/4; NE1/4NW1/4; N1/2SW1/4; SE1/4SW1/4;
S1/2SE1/4;
Section 22: SW1/4SW1/4; Lot 2 (SE1/4NE1/4); NW1/4NE1/4; N1/2NW1/4; N1/2SW1/4;
SE1/4SW1/4; W1/2SE1/4;

Section 27: E1/2SW1/4; W1/2NW1/4; NW1/4SW1/4;
Section 28: SE1/4NW1/4; N1/2SW1/4; SW1/4SW1/4;
Section 29: SE1/4NW1/4; NE1/4SW1/4; W1/2SE1/4;
Section 30: NE1/4NE1/4;
Section 32: NW1/4NE1/4; NE1/4NE1/4; S1/2NE1/4; NE1/4SW1/4; NW1/4SE1/4;
Section 33: NW1/4NE1/4; N1/2NW1/4;
Section 34: Lots 1 and 2 (E1/2NE1/4); W1/2SE1/4; NW1/4NE1/4; NE1/4NW1/4;

TOWNSHIP 37 NORTH, RANGE 51 EAST, M.D.B.&M. (Elko County)

Section 1: Lots 1, 2, 3, and 4; (N1/2N1/2); S1/2NE1/4; SE1/4NW1/4; S1/2;
Section 2: Lot 1 (NE1/4NE1/4); SW1/4NE1/4; SE1/4NW1/4; SE1/4NW1/4; N1/2SW1/4;
NW1/4SE1/4;
Section 3: W1/2W1/2;
Section 4: Lot 1 (NE1/4NE1/4); SW1/4NW1/4; S1/2;
Section 5: Lot 2 (NW1/4NE1/4); SE1/4NE1/4;
Section 7: Lots 1 and 2 (W1/2NW1/4); Lot 3 (NW1/4SW1/4); NW1/4NE1/4;
NE1/4NW1/4; SW1/4SE1/4; S1/2SW1/4;
Section 8: NW1/4NE1/4; S1/2NE1/4; NE1/4NW1/4;
Section 9: S1/2SW1/4; S1/2NE1/4; SW1/4NW1/4; N1/2SW1/4; NW1/4SE1/4;
Section 10: All;
Section 12: W1/2NE1/4; E1/2NW1/4;
Section 13: SW1/4SW1/4;
Section 14: S1/2NE1/4; NW1/4; NE1/4SW1/4; SE1/4;
Section 15: NW1/4SW1/4;
Section 16: SW1/4SW1/4; NW1/4NW1/4; E1/2SW1/4; N1/2SE1/4; SW1/4SE1/4;
Section 17: SW1/4SE1/4; N1/2SW1/4; SE1/4SW1/4; NW1/4SE1/4; SE1/4SE1/4;
SW1/4NE1/4; E1/2NE1/4;
Section 18: SW1/4NE1/4; NW1/4NE1/4; SW1/4SE1/4; SE1/4SW1/4; Lot 4
(SW1/4SW1/4); N1/2SE1/4;
Section 19: NE1/4SW1/4;
Section 20: SW1/4SW1/4; E1/2W1/2;
Section 21: NE1/4NW1/4; NW1/4SE1/4; S1/2SE1/4; SW1/4NE1/4; SE1/4NW1/4;
Section 22: SE1/4NE1/4; SE1/4NW1/4;
Section 24: N1/2; W1/2SE1/4;
Section 27: NW1/4NW1/4; SW1/4SW1/4;
Section 28: E1/2NE1/4; NE1/4SE1/4; S1/2S1/2;
Section 29: SW1/4NW1/4; SE1/4SE1/4; E1/2W1/2; W1/2E1/2;
Section 30: Lot 3 (NW1/4SW1/4);
Section 31: NW1/4SE1/4; SE1/4NW1/4; E1/2SW1/4; NE1/4SE1/4;
Section 32: NE1/4NE1/4; W1/2NE1/4; N1/2S1/2; SE1/4SE1/4;

TOWNSHIP 37 NORTH, RANGE 52 EAST, M.D.B.&M. (Elko County)

Section 2: Lot 2 (NW1/4NE1/4); SW1/4NE1/4; SE1/4NW1/4; N1/2SW1/4;
SW1/4SW1/4; NW1/4SE1/4;

Section 3: SE1/4; N1/2SW1/4;
Section 4: SW1/4NE1/4; S1/2NW1/4; SW1/4; N1/2SE1/4;
Section 5: Lots 1 and 2 (N1/2NE1/4); S1/2NE1/4; SE1/4;
Section 7: S1/2S1/2;
Section 8: S1/2S1/2;
Section 9: NW1/4; SE1/4; S1/2SW1/4;
Section 10: E1/2NE1/4; S1/2;
Section 11: NW1/4NW1/4; W1/2SW1/4; SW1/4NW1/4; NW1/4SE1/4;
Section 18: W1/2E1/2;
Section 19: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4; SE1/4;

TOWNSHIP 37 NORTH, RANGE 53 EAST, M.D.B.&M. (Elko County)

Section 5: Lot 1 (NE1/4NE1/4);

TOWNSHIP 38 NORTH, RANGE 47 EAST, M.D.B.&M. (Elko County)

Section 12: NW1/4NW1/4; SE1/4NW1/4; W1/2SE1/4;
Section 13: NE1/4NE1/4; NW1/4SW1/4;

TOWNSHIP 38 NORTH, RANGE 48 EAST, M.D.B.&M. (Elko County)

Section 1: SW1/4NE1/4; NW1/4SE1/4;
Section 4: W1/2SW1/4;
Section 12: SE1/4NW1/4; N1/2SW1/4;
Section 16: SW1/4NW1/4; NW1/4SW1/4 ;
Section 17: NW1/4NW1/4;
Section 18: S1/2SE1/4; NE1/4SW1/4; NW1/4SW1/4; SW1/4NW1/4;
Section 19: E1/2NE1/4;
Section 20: W1/2NW1/4;

TOWNSHIP 38 NORTH, RANGE 49 EAST, M.D.B.&M. (Elko County)

Section 1: S1/2NE1/4; N1/2NW1/4; SE1/4NW1/4; N1/2SE1/4; SE1/4SE1/4;
Section 7: SE1/4NE1/4;
Section 8: S1/2N1/2;
Section 9: W1/2SW1/4;
Section 16: SW1/4SW1/4; W1/2NW1/4; E1/2SW1/4;
Section 17: SE1/4SE1/4; SE1/4SW1/4;
Section 19: Lot 4 (SW1/4SW1/4); SE1/4SE1/4;
Section 21: W1/2NW1/4; NW1/4SW1/4; SE1/4SW1/4;
Section 22: NE1/4SE1/4; S1/2SE1/4;
Section 23: NW1/4SE1/4; S1/2SE1/4; N1/2SW1/4;
Section 24: SW1/4SW1/4;
Section 25: SW1/4NW1/4; NE1/4; N1/2NW1/4;
Section 26: SE1/4NE1/4; N1/2SW1/4;

Section 27: W1/2NE1/4; SE1/4NW1/4; NE1/4SW1/4; S1/2SW1/4;
Section 28: E1/2NW1/4; NW1/4SW1/4; S1/2SW1/4;
Section 29: SE1/4SE1/4; NE1/4SW1/4;
Section 30: NE1/4SE1/4;
Section 31: Lot 1 (NW1/4NW1/4);
Section 32: E1/2NE1/4; SE1/4NW1/4; S1/2SE1/4; NE1/4SW1/4;
Section 33: NE1/4SE1/4; S1/2SE1/4;
Section 34: W1/2W1/2; NE1/4SE1/4; S1/2SE1/4;
Section 35: SW1/4NE1/4; N1/2S1/2; SW1/4SW1/4;
Section 36: N1/2S1/2;

TOWNSHIP 38 NORTH, RANGE 50 EAST, M.D.B.&M. (Elko County)

Section 3: All;
Section 4: All;
Section 5: Lots 1, 2, 3 and 4 (N1/2N1/2); SE1/4NE1/4; SE1/4; SE1/4SW1/4;
Section 6: SW1/4SW1/4;
Section 7: N1/2NW1/4; SE1/4NW1/4; SE1/4; NE1/4SW1/4;
Section 8: NE1/4; E1/2NW1/4; S1/2;
Section 9: All;
Section 10: All;
Section 15: All;
Section 16: All;
Section 17: All;
Section 18: E1/2;
Section 19: E1/2; E1/2SW1/4;
Section 20: All;
Section 21: All;
Section 22: All;
Section 27: N1/2NE1/4; SW1/4NE1/4; NW1/4; NW1/4SW1/4;
Section 28: N1/2; NW1/4SE1/4; SW1/4;
Section 29: All;
Section 30: All;
Section 31: N1/2; N1/2S1/2;
Section 32: N1/2; N1/2S1/2;

TOWNSHIP 38 NORTH, RANGE 51 EAST, M.D.B.&M. (Elko County)

Section 6: N1/2; SE1/4; N1/2SW1/4; SW1/4SW1/4;
Section 7: N1/2NE1/4; SE1/4NE1/4; NW1/4; SE1/4SW1/4; SE1/4;
Section 18: NE1/4; SE1/4NW1/4; E1/2SE1/4; SW1/4;
Section 19: SE1/4SE1/4; E1/2NE1/4; SE1/4NW1/4; N1/2SE1/4; SE1/4SW1/4;
Lots 1 and 2 (W1/2NW1/4); Lot 4 (SW1/4SW1/4)
Section 20: S1/2S1/2;
Section 21: S1/2SE1/4;
Section 22: SW1/4SE1/4;

Section 23: S1/2SW1/4;
Section 25: All;
Section 26: All;
Section 27: N1/2; N1/2S1/2;
Section 28: NE1/4NE1/4; NW1/4NE1/4; S1/2NE1/4; NW1/4; N1/2SE1/4;
Section 29: NE1/4; N1/2NW1/4;
Section 30: W1/2; NE1/4NE1/4; W1/2NE1/4;
Section 34: W1/2SW1/4;
Section 35: All;
Section 36: All;

TOWNSHIP 38 NORTH, RANGE 52 EAST, M.D.B.&M. (Elko County)

Section 1: Lot 1 (NE1/4NE1/4); SE1/4NE1/4; N1/2SE1/4; SW1/4SE1/4;
Section 2: Lot 4 (NW1/4NW1/4); SE1/4NW1/4; SW1/4; S1/2SE1/4;
Section 4: S1/2N1/2; S1/2;
Section 5: Lots 1 and 2 (N1/2NE1/4);
Section 6: Lot 3 (NE1/4NW1/4); Lots 4, 5, 6 and 7 (W1/2W1/2); SE1/4NW1/4;
E1/2SW1/4;
Section 7: NE1/4; NE1/4NW1/4;
Section 8: SW1/4NW1/4; SW1/4;
Section 9: All;
Section 10: All;
Section 11: All;
Section 12: W1/2NE1/4; SW1/4SE1/4;
Section 13: NW1/4NE1/4; S1/2N1/2; N1/2S1/2; SE1/4SW1/4; SW1/4SE1/4;
Section 14: N1/2NE1/4; SE1/4NE1/4; SE1/4NW1/4; N1/2SW1/4; SW1/4SW1/4;
Section 15: NE1/4; SW1/4; E1/2NW1/4; W1/2NW1/4; SE1/4;
Section 16: SW1/4NE1/4; N1/2NW1/4; SE1/4NW1/4; NE1/4SW1/4; S1/2SW1/4;
NW1/4SE1/4;
Section 17: W1/2NE1/4; S1/2SE1/4; W1/2;
Section 18: SE1/4SE1/4;
Section 19: NW1/4NE1/4; SE1/4NW1/4; NE1/4SW1/4; Lot 4 (SW1/4SW1/4); SE1/4;
Section 20: E1/2NW1/4; NW1/4SE1/4; SW1/4SE1/4; S1/2SW1/4; W1/2NW1/4;
N1/2SW1/4; E1/2SE1/4;
Section 21: W1/2NW1/4;
Section 24: W1/2E1/2; E1/2W1/2; W1/2NW1/4; NW1/4SW1/4;
Section 25: SE1/4SE1/4; W1/2E1/2; E1/2W1/2;
Section 26: SW1/4NE1/4; NW1/4; S1/2;
Section 27: N1/2NW1/4; SE1/4NW1/4; SW1/4NE1/4; N1/2SE1/4;
Section 29: E1/2NW1/4; NE1/4SW1/4; SW1/4SW1/4; W1/2NW1/4; NW1/4SW1/4;
SE1/4SW1/4;
Section 30: Lots 1 and 2; (W1/2NW1/4); Lot 4 (SW1/4SW1/4); E1/2;
Section 31: N1/2SE1/4; W1/2NE1/4; N1/2SW1/4; S1/2S1/2;
Section 32: W1/2SE1/4; E1/2SE1/4; SW1/4;
Section 33: S1/2NW1/4;

Section 34: N1/2N1/2;
Section 35: N1/2; NE1/4SW1/4; SE1/4;
Section 36: N1/2NE1/4; SW1/4NE1/4; W1/2; N1/2SE1/4;

TOWNSHIP 38 NORTH, RANGE 53 EAST, M.D.B.&M. (Elko County)

Section 17: W1/2NW1/4;
Section 32: NE1/4NE1/4; SW1/4NE1/4;
Section 33: SE1/4SW1/4; SW1/4SE1/4; N1/2NE1/4; NW1/4; N1/2SW1/4;
Section 34: NW1/4NW1/4;

TOWNSHIP 39 NORTH, RANGE 49 EAST, M.D.B.&M. (Elko County)

Section 8: SE1/4SE1/4;
Section 9: S1/2S1/2;
Section 10: S1/2S1/2;
Section 11: S1/2S1/2;
Section 12: S1/2SW1/4;
Section 13: S1/2NE1/4; NW1/4;
Section 14: NE1/4; E1/2NW1/4;
Section 15: N1/2NE1/4; E1/2SE1/4; NE1/4SW1/4;
Section 16: NW1/4NW1/4; SE1/4NW1/4; NW1/4SE1/4; S1/2SE1/4; NE1/4SW1/4;
SW1/4SW1/4;
Section 17: E1/2E1/2;
Section 20: E1/2NE1/4; SE1/4;
Section 21: NE1/4NW1/4; SW1/4NW1/4; SW1/4;
Section 24: S1/2SE1/4; SW1/4;
Section 25: All;
Section 28: N1/2NW1/4;
Section 29: NE1/4;
Section 31: S1/2NE1/4;
Section 36: All;

TOWNSHIP 39 NORTH, RANGE 50 EAST, M.D.B.&M. (Elko County)

Section 7: S1/2S1/2;
Section 10: Lot 3 (NE1/4SE1/4); W1/2SE1/4;
Section 15: SW1/4; W1/2SE1/4; Lots 3 and 4 (E1/2SE1/4);
Section 16: W1/2W1/2; N1/2SE1/4; NE1/4SW1/4;
Section 17: All;
Section 18: N1/2; SE1/4; NE1/4SW1/4; S1/2SW1/4;
Section 19: N1/2; NW1/4SE1/4; SE1/4SE1/4; N1/2SW1/4; SW1/4SW1/4;
Section 20: NW1/4NW1/4; SE1/4; SE1/4SW1/4;
Section 21: E1/2SE1/4; N1/2; W1/2SE1/4; SW1/4;
Section 22: N1/2NW1/4; W1/2NE1/4; S1/2NW1/4; SW1/4; W1/2SE1/4; Lots 1 and 2
(E1/2NE1/4)

Section 27: S1/2SW1/4; SW1/4SE1/4; NW1/4NE1/4; NW1/4; N1/2SW1/4; Lots 3 and 4 (E1/2SE1/4);

Section 28: NE1/4NE1/4; S1/2NE1/4; SE1/4NW1/4; N1/2SW1/4; SW1/4SW1/4; NW1/4SE1/4; NE1/4SE1/4; S1/2SE1/4; SE1/4SW1/4; NW1/4NE1/4; N1/2NW1/4; SW1/4NW1/4;

Section 29: SE1/4SE1/4; NE1/4NE1/4; NE1/4SE1/4; W1/2E1/2; W1/2;

Section 30: Lots 1, 2, 3 and 4 (W1/2W1/2); E1/2SW1/4; S1/2SE1/4;

Section 31: N1/2; SE1/4; NW1/4SW1/4; S1/2SW1/4;

Section 32: SW1/4NE1/4; SE1/4NW1/4; SE1/4NE1/4; SW1/4NW1/4; N1/2N1/2; S1/2;

Section 33: NW1/4NE1/4; NW1/4NW1/4; E1/2NE1/4; NE1/4NW1/4; SW1/4NW1/4; SW1/4NE1/4; SE1/4NW1/4; S1/2;

Section 34: S1/2NE1/4; E1/2NW1/4; S1/2; NW1/4NE1/4; NW1/4NW1/4; SW1/4NW1/4; Lot 1 (NE1/4NE1/4);

TOWNSHIP 39 NORTH, RANGE 51 EAST, M.D.B.&M. (Elko County)

Section 36: E1/2E1/2;

TOWNSHIP 39 NORTH, RANGE 52 EAST, M.D.B.&M. (Elko County)

Section 21: SE1/4SE1/4;

Section 22: E1/2NE1/4; SW1/4SW1/4; SE1/4SE1/4; E1/2W1/2; W1/2E1/2;

Section 23: NW1/4NE1/4; S1/2NE1/4; NE1/4NW1/4; SW1/4NW1/4; N1/2SE1/4; SW1/4SE1/4; S1/2SW1/4;

Section 24: S1/2S1/2;

Section 25: NE1/4SW1/4; S1/2SW1/4;

Section 26: NE1/4; E1/2SE1/4;

Section 28: NE1/4; NE1/4NW1/4; SE1/4SW1/4;

Section 29: NE1/4SE1/4;

Section 30: Lots 1, 2, 3 and 4 (W1/2W1/2);

Section 31: Lots 1, 2, 3 and 4 (W1/2W1/2); SW1/4NE1/4; SE1/4NW1/4; E1/2SW1/4;

Section 32: SW1/4NE1/4; NW1/4SW1/4; S1/2S1/2;

Section 33: NE1/4NE1/4; S1/2NE1/4; N1/2SE1/4; SW1/4SE1/4;

Section 34: NW1/4; E1/2SE1/4;

Section 34: W1/2SE1/4;

Section 35: E1/2NE1/4; NW1/4; S1/2SW1/4; N1/2S1/2;

Section 36: All;

TOWNSHIP 39 NORTH, RANGE 53 EAST, M.D.B.&M. (Elko County)

Section 30: SW1/4NE1/4; NE1/4NW1/4;

PARCEL 6:

TOWNSHIP 36 NORTH, RANGE 46 EAST, M.D.B.&M. (Elko County)

Section 5: SE1/4SE1/4;
Section 7: SE1/4NW1/4;
Section 8: SW1/4SW1/4;

PARCEL 7:

TOWNSHIP 33 NORTH, RANGE 44 EAST, M.D.B.&M. (Humboldt County)

Section 4: W1/2E1/2E1/2; W1/2E1/2; W1/2;
Section 5: All;
Section 8: N1/2NE1/4;
Section 9: W1/2E1/2E1/2; W1/2E1/2; E1/2SW1/4; NW1/4;
Section 16: W1/2E1/2E1/2; W1/2E1/2; E1/2NW1/4;
Section 21: W1/2E1/2NE1/4;

TOWNSHIP 34 NORTH, RANGE 44 EAST, M.D.B.&M. (Humboldt County)

Section 31: All;
Section 32: All;
Section 33: W1/2E1/2; W1/2; W1/2E1/2E1/2;
PARCEL 8:

TOWNSHIP 34 NORTH, RANGE 43 EAST, M.D.B.&M. (Humboldt County)

Section 13: SE1/4SE1/4;

EXCEPTING THEREFROM a strip of land 100 feet in width being 50 feet on each side of the parallel with the located center line of the Western Pacific Railway Company's line of railroad as the same is staked out and located over and across Section 13, as set forth in Deed recorded in Book 41, Page 221, Deed Records of Humboldt County, Nevada.

Section 24: E1/2E1/2;

TOWNSHIP 33 NORTH, RANGE 44 EAST, M.D.B.&M. (Humboldt County)

Section 9: W1/2SW1/4;

Parcel A of that certain Parcel Map for Nevada Land and Resource Company, L.L.C. lying within Section 17, TOWNSHIP 33 NORTH, RANGE 44 EAST, M.D.B.&M., recorded in the Office of the Humboldt County Recorder on July 16, 1997, under File No. 1997-6509, Humboldt County, Nevada.

TOWNSHIP 34 NORTH, RANGE 44 EAST, M.D.B.&M. (Humboldt County)

Section 18: Lot 4 of the SW1/4;
Section 19: All;

Section 20: SW1/4SW1/4;
Section 29: All;
Section 30: E1/2SW1/4; Lot 3 SW1/4; E1/2; NW1/4;

EXCEPTING FROM the W1/2SW1/4 of Section 34, TOWNSHIP 38 NORTH, RANGE 51 EAST, M.D.B.&M., W1/2W1/2 of Section 3, Lot 1, S1/2; SW1/4NW1/4; of Section 4, TOWNSHIP 37 NORTH, RANGE 51 EAST, M.D.B.&M., all of the Barite mineral estate conveyed to Peabody Calada Inc., a California Corporation by Quitclaim Deeds recorded in Book 342, Page 632, Book 343, Page 201, Book 372, Page 448 and Book 375, Page 354, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above described land except that portion within all of Sections 1, 11, 13 and 23, TOWNSHIP 34 NORTH, RANGE 47 EAST, M.D.B.&M., and the W1/2 and NE1/4 of Section 5 and the N1/2N1/2 and SW1/4 of Section 7, TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.&M., all metals, ores, and minerals of every kind and character whatsoever, precious and base, metallic and non-metallic, lying in and under said land, including, but in no way limited to, gold, silver, barite, coal, oil, gas, associated hydrocarbon substances, and geothermal resources, as reserved by Echo Bay Exploration, Inc., a Delaware corporation, et al, in Deeds recorded May 8, 1990 in Book 720, Page 862, Official Records, Elko County, Nevada, May 21, 1990 in Book 210, Page 363, Official Records, Eureka County, Nevada, recorded May 22, 1990 in Book 345, Page 449, Official Records, Lander County, Nevada and May 21, 1990 in Book 289, Page 418, Official Records, Humboldt County, Nevada.

FURTHER EXCEPTING FROM all of the above parcels, all the lands lying within the rights of way of the Western Pacific Railroad Company and the Southern Pacific Transportation Company whether specifically excepted above.

FURTHER EXCEPT the barite in the following described lands known as the "Lakes Mine":

TOWNSHIP 37 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: Lots 1, 2, 3, and 4 (N1/2N1/2); S1/2NE1/4; SE1/4NW1/4; S1/2;
Section 2: Lot 1 (NE1/4NE1/4); SW1/4NE1/4; SE1/4NW1/4; N1/2SW1/4; NW1/4SE1/4;

TOWNSHIP 38 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 25: All;
Section 26: All;
Section 35: All;
Section 36: All;

TOWNSHIP 38 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 30: Lots 1 and 2 (W1/2NW1/4), Lot 4 (SW1/4SW1/4); E1/2;

Section 31: N1/2SE1/4; W1/2NE1/4; N1/2SW1/4; S1/2S1/2;

Inclusive of the lands embraced by the void Lakes No. 1 Claim, situated in portions of Section 1, Township 37 North, Range 51 East, M.D.B.&M., and Section 36, Township 38 North, Range 51 East, M.D.B.&M.

FURTHER EXCEPT the barite in the following described land:

TOWNSHIP 37 NORTH, RANGE 51 EAST M.D.B.&M.

Section 3: W1/2W1/2

Section 4: Lot 1; S1/2; SW1/4NW1/4;

TOWNSHIP 38 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 34: W1/2SW1/4;

FURTHER EXCEPTING FROM all of the above described land the mineral estate as conveyed to Western States Minerals Corporation, a Utah corporation, by deed recorded June 7, 2006, Book 556, Page 771, Official Records of Lander County, Nevada, and as Document No. 2006-3848, Official Records of Humboldt County, Nevada, and Recorded June 8, 2006 as Document No. 554272, Official Records of Elko County, Nevada, and in Book 437, Page 143, Official Records of Eureka County, Nevada.

PARCEL 9: (Elko County)

TOWNSHIP 39 NORTH, RANGE 49 EAST M.D.B.&M.

Section 12: S1/2SE1/4;

Section 13: S1/2; N1/2NE1/4;

Section 14: S1/2; W1/2NW1/4;

Section 15: S1/2NE1/4; W1/2SE1/4;

Section 24: N1/2; N1/2SE1/4;

TOWNSHIP 39 NORTH, RANGE 50 EAST, M.D.B.&M

Section 8: S1/2SW1/4; S1/2SE1/4; SE/4SE/4SW/4NE/4

Section 9: SW1/4SW1/4;

Section 16: NE1/4; E1/2NW1/4; S1/2SE1/4; SE1/4SW1/4;

Section 18: Lot 3;

Section 19: NE1/4SE1/4; SW1/4SE1/4; SE1/4SW1/4;

Section 20: NE1/4; E1/2NW1/4; SW1/4NW1/4; N1/2SW1/4; SW1/4SW1/4;

Section 30: NE1/4; E1/2NW1/4; N1/2SE1/4;

EXCEPTING FROM all of the above all of Grantor's right, title, interest and estate in and to all geothermal resources, geothermal energy, coal, oil, gas, other hydrocarbons, oil

shales, sand, gravel, minerals, mineral rights, and metals of every kind and nature whatsoever (including but not limited to barium sulfate, uranium, fissionable materials, metals, gold, silver and base materials) lying in and under said land as conveyed to ELLISON MINERALS, INC., a Nevada corporation, in Deed recorded December 30, 1994, in Book 879, Page 533, Official Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above all coal, oil, oil shales, gas, minerals and geothermal resources, of every kind, nature and description and their by-products, but excluding sand and gravel, lying in and under said land, as conveyed to Van Norman Minerals, LLC by deed recorded September 20, 2010 as Document No. 630839, Official Records of Elko County, Nevada.

FURTHER EXCEPTING FROM all of the above all of grantor's right, title, interest and estate if any, in and to all oil, gas, minerals and mineral deposits of whatever kind and all geothermal resources in any and every form, located within , on, or beneath the surface of said land, or any portion thereof, as reserved by Van Norman Ranches, Inc., a Nevada corporation, in deed recorded April 11, 2019, as Document No.753324, Official Records of Elko County, Nevada.

ASSESSOR PARCEL NUMBERS

Humboldt County:

07-0401-27; 07-0421-16; 07-0421-27; 07-0471-02; 07-0471-05; 07-0471-18;

Elko County:

004-110-002; 004-120-003; 004-230-001; 004-230-002;
004-240-001; 004-360-001; 004-370-001; 004-380-002;
004-480-001; 004-490-001; 004-500-001; 004-500-002;
004-610-002; 004-620-002; 004-630-003; 004-730-001;
004-740-001; 004-750-002; 004-840-003; 004-850-001;
004-860-002; 004-870-003; 005-100-002; 005-110-001;
005-120-005; 005-320-002; 005-330-002; 005-340-002;
004-750-005; 004-630-007;

Lander County:

010-000-01; 010-020-02; 010-020-03; 010-030-06; 010-040-18;
010-040-37; 010-070-27; 010-080-01; 010-090-01; 010-110-02;
010-110-04; 010-110-06; 010-110-07; 010-110-09; 010-110-11;
010-110-14; 010-110-16; 010-110-18; 010-110-19; 010-110-21;
010-110-23; 010-110-26; 010-110-28; 010-110-30; 010-110-31;
010-110-33; 010-110-35; 010-120-02; 010-120-04; 010-120-06;
010-120-08; 010-120-10; 010-120-12; 010-120-14; 010-120-17;
010-120-19; 010-120-21; 010-120-24; 010-120-26; 010-120-28;
010-120-33; 010-120-35; 010-120-41; 010-120-43; 010-130-02;
010-130-03; 010-140-02; 010-140-03; 010-150-10; 010-150-24;
010-170-02; 010-170-04; 010-170-06; 010-170-07; 010-170-09;
010-170-11; 010-170-14; 010-170-16; 010-170-18; 010-170-19;
010-170-21; 010-170-23; 010-170-27; 010-170-35; 010-170-36;
010-180-02; 010-180-03; 010-190-02; 010-190-06; 010-190-10;
010-190-13; 010-290-01; 010-320-01; 010-320-02;

Eureka County:

004-130-01;

EXHIBIT “B”



ROCK CREEK PROPERTY

Township 34 North, Range 47 East:

Sect. 1: All;
Sect. 11: All;
Sect. 13: Lots 1 and 2 (E1/2NE1/4); W1/2NE1/4; W1/2;
Sect. 23: Lots 1 and 2 (S1/2SW1/4); N1/2SW1/4; N1/2;

Township 34 North, Range 48 East:

Sect. 5: All Lots 1, 2, 3, and 4 (N1/2N1/2); S1/2N1/2; SW1/4;
Sect. 7: All Lots 1, 2, 3, and 4 (W1/2W1/2); E1/2W1/2; NE1/4;

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) N/A (Mineral Rights)
b) _____
c) _____
d) _____

2. Type of Property

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

3. a) Total Value/Sales Price of Property:

\$ 0

b) Deed in Lieu of Foreclosure Only (value of property) (\$)

c) Transfer Tax Value: \$

d) Real Property Transfer Tax Due \$ 0

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section:

3

b. Explain reason for exemption: **Correction Mineral Deed: Doc. No. 2020-240105**

A transfer of title recognizing the true status of ownership of the real property

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 (Grantor): *Dustin Marvel* Capacity: Attorney
Dustin Marvel

Signature (Grantee): _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Western States Minerals Corporation
Address: 217 Idaho Street
City: Elko
State: NV Zip: 89801

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: David L. Hamilton & Charleen M. Hamilton
Address: P.O. Box 82401
City: Worland
State: WY Zip: 82401

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)