

APN: N/A (*Mineral Rights*)

**Recorded at the request of:**

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

EUREKA COUNTY, NV  
RPTT:\$0.00 Rec:\$37.00  
\$37.00 Pgs=15  
MARVEL & MARVEL, LTD  
KATHERINE J. BOWLING, CLERK RECORDER

**2024-252922**  
**07/22/2024 02:37 PM**

**Mail All Notices to:**

Donald McDowell  
2131 Stone Hill Circle  
Reno, NV 89519

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

---

**ROYALTY DEED**

THIS ROYALTY DEED is made and entered into this 16<sup>th</sup> day of May, 2024 (“Effective Date”), by and between **DONALD MCDOWELL**, also known as **DONALD JAMES MCDOWELL**, an unmarried man, and **WILLIAM MATLACK**, a married man solely participating in the management of the community property conveyed hereby (hereinafter the “Grantors”); and **DONALD JAMES MCDOWELL**, an unmarried man, **WILLIAM MATLACK**, a married man solely participating in the management of the community property acquired hereby, **STRATEGIC INVESTMENTS LLC**, an United Arab Emirates limited liability company, **WOLFE CAPITAL FZE**, an United Arab Emirates limited liability company, **EMA HOLDINGS LLC**, a Wyoming limited liability company, **GLOBALEYEZ CAPITAL CORP.**, a Canadian corporation, and **GABRIELA LUNA TAMEZ**, a married woman as her sole and separate property (collectively the “Grantees,” and individually each a “Grantee”).

**WITNESSETH:**

That the said Grantors, for good and valuable consideration given by the Grantees, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the Grantees, a combined total of a three percent (3%) production royalty of the net revenues of the net smelter returns (“NSR Royalty”) from ores, metals and minerals (“Minerals”), including by-products and co-products thereof, produced and sold from the real property, being unpatented mining claims, more particularly described on Exhibit “A” attached hereto and incorporated herein (the “Property”). Minerals are defined, and the NSR Royalty shall be calculated and paid, as set forth in Exhibit “B” attached hereto and incorporated herein. Said three percent (3%) NSR Royalty shall be allocated between each individual Grantee as follows:

to **DONALD JAMES MCDOWELL**, and his heirs, personal representatives, successors and assigns, a NSR Royalty of one percent (1%);

to WILLIAM MATLACK, and his heirs, personal representatives, successors and assigns, a NSR Royalty of one percent (1%);

to STRATEGIC INVESTMENTS LLC, and its successors and assigns, a NSR Royalty of 0.6300% of a 1% royalty interest;

to WOLFE CAPITAL FZE, and its successors and assigns, a NSR Royalty of 0.0027% of a 1% royalty interest;

to EMA HOLDINGS LLC, and its successors and assigns, a NSR Royalty of 0.2400 % of a 1% royalty interest;

to GLOBALEYEZ CAPITAL CORP., and its successors and assigns, a NSR Royalty of 0.0909% of a 1% royalty interest; and,

to GABRIELA LUNA TAMEZ, and her heirs, personal representatives, successors and assigns, a NSR Royalty of 0.0364% of a 1% royalty interest.

*[Signature Page Follows]*





**ROYALTY DEED**

**EXHIBIT "A"**

*Legal Description of Property*

All right, title, interest and estate in and to the real property, being unpatented mining claims, situate, lying, and being in the Counties of Elko and Eureka, State of Nevada, more specifically described as follows:

<b>BLM Serial Number</b>	<b>Claim Name</b>	<b>Meridian Township Range Section</b>
NV101851775	PINE 56	21 0300N 0520E 002
		21 0310N 0520E 035
NV101851777	PINE 58	21 0300N 0520E 002
NV101851779	PINE 60	21 0300N 0520E 002
NV101855181	PINE 62	21 0300N 0520E 002
NV101855190	PINE 71	21 0300N 0520E 001
		21 0300N 0520E 002
		21 0310N 0520E 035
		21 0310N 0520E 036
NV101855191	PINE 72	21 0300N 0520E 001
		21 0300N 0520E 002
NV101855192	PINE 73	21 0300N 0520E 001
		21 0300N 0520E 002
NV101855193	PINE 74	21 0300N 0520E 001
		21 0300N 0520E 002
NV101855194	PINE 75	21 0300N 0520E 001
		21 0300N 0520E 002
NV101855195	PINE 76	21 0300N 0520E 001
		21 0300N 0520E 002
NV101855196	PINE 77	21 0300N 0520E 001
		21 0300N 0520E 002
NV101855197	PINE 78	21 0300N 0520E 001
		21 0300N 0520E 002

NV101858487	PINE 19	21 0310N 0520E 023
		21 0310N 0520E 026
NV101859653	PINE 20	21 0310N 0520E 023
		21 0310N 0520E 024
		21 0310N 0520E 025
		21 0310N 0520E 026
NV101859654	PINE 21	21 0310N 0520E 026
NV101859655	PINE 22	21 0310N 0520E 025
		21 0310N 0520E 026
NV101859656	PINE 23	21 0310N 0520E 026
NV101859657	PINE 24	21 0310N 0520E 025
		21 0310N 0520E 026
NV101859658	PINE 25	21 0310N 0520E 026
NV101859659	PINE 26	21 0310N 0520E 025
		21 0310N 0520E 026
NV101859660	PINE 27	21 0310N 0520E 026
NV101859661	PINE 28	21 0310N 0520E 025
		21 0310N 0520E 026
NV101859662	PINE 29	21 0310N 0520E 026
NV101859663	PINE 30	21 0310N 0520E 025
		21 0310N 0520E 026
NV101859664	PINE 31	21 0310N 0520E 026
NV101859665	PINE 32	21 0310N 0520E 025
		21 0310N 0520E 026
NV101859666	PINE 33	21 0310N 0520E 026
NV101859667	PINE 34	21 0310N 0520E 025
		21 0310N 0520E 026
NV101859668	PINE 35	21 0310N 0520E 026
		21 0310N 0520E 035

NV101859669	PINE 36	21 0310N 0520E 025
		21 0310N 0520E 026
		21 0310N 0520E 035
		21 0310N 0520E 036
NV101873267	RED 01	21 0310N 0520E 009
		21 0310N 0520E 016
NV101873268	RED 02	21 0310N 0520E 016
NV101873269	RED 03	21 0310N 0520E 009
		21 0310N 0520E 016
NV101873270	RED 04	21 0310N 0520E 016
NV101873271	RED 05	21 0310N 0520E 009
		21 0310N 0520E 016
NV101873272	RED 06	21 0310N 0520E 016
NV101873273	RED 07	21 0310N 0520E 009
		21 0310N 0520E 016
NV101873274	RED 08	21 0310N 0520E 016
NV101873275	RED 09	21 0310N 0520E 009
		21 0310N 0520E 016
NV101873276	RED 10	21 0310N 0520E 016
NV101873277	RED 11	21 0310N 0520E 009
		21 0310N 0520E 016
NV101873278	RED 12	21 0310N 0520E 016
NV101873279	RED 13	21 0310N 0520E 009
		21 0310N 0520E 010
		21 0310N 0520E 015
		21 0310N 0520E 016
NV101873280	RED 14	21 0310N 0520E 015
		21 0310N 0520E 016
NV101873281	RED 15	21 0310N 0520E 016
NV101873282	RED 16	21 0310N 0520E 016

NV101873283	RED 17	21 0310N 0520E 016
NV101873284	RED 18	21 0310N 0520E 016
NV101873285	RED 19	21 0310N 0520E 015
		21 0310N 0520E 016
NV101874064	RED 20	21 0310N 0520E 016
		21 0310N 0520E 021
NV101874065	RED 21	21 0310N 0520E 016
		21 0310N 0520E 021
NV101874066	RED 22	21 0310N 0520E 016
		21 0310N 0520E 021
NV101874067	RED 23	21 0310N 0520E 016
		21 0310N 0520E 021
NV101874068	RED 24	21 0310N 0520E 016
		21 0310N 0520E 021
NV101874069	RED 26	21 0310N 0520E 016
		21 0310N 0520E 021
NV101874070	RED 28	21 0310N 0520E 016
		21 0310N 0520E 021
NV101874071	RED 30	21 0310N 0520E 016
		21 0310N 0520E 021
NV101874072	RED 32	21 0310N 0520E 016
		21 0310N 0520E 021
		21 0310N 0520E 017
		21 0310N 0520E 020
NMC1163865	E37	21 0320N 0520E 015
		21 0320N 0520E 016
		21 0320N 0520E 021
NMC1163866	E38	21 0320N 0520E 022
		21 0320N 0520E 015
		21 0320N 0520E 022



NMC1163867	E39	21 0320N 0520E 021
		21 0320N 0520E 022
NMC1163868	E40	21 0320N 0520E 022
NMC1163869	E41	21 0320N 0520E 021
		21 0320N 0520E 022
NMC1163870	E42	21 0320N 0520E 022
NMC1163871	E43	21 0320N 0520E 021
		21 0320N 0520E 022
NMC1163872	E44	21 0320N 0520E 022
NMC1163873	E45	21 0320N 0520E 021
		21 0320N 0520E 022
NMC1163874	E46	21 0320N 0520E 022
NMC1163875	E47	21 0320N 0520E 021
		21 0320N 0520E 022
NMC1163876	E48	21 0320N 0520E 022
NMC1163877	E49	21 0320N 0520E 021
		21 0320N 0520E 022
NMC1163878	E50	21 0320N 0520E 022
NMC1163879	E51	21 0320N 0520E 021
		21 0320N 0520E 022
NMC1163880	E52	21 0320N 0520E 022
NMC1163881	E53	21 0320N 0520E 021
		21 0320N 0520E 022
		21 0320N 0520E 027
		21 0320N 0520E 028
NMC1163882	E54	21 0320N 0520E 022
		21 0320N 0520E 027
NMC1163883	E55	21 0320N 0520E 015
		21 0320N 0520E 022

NMC1163884	E56	21 0320N 0520E 014
		21 0320N 0520E 015
		21 0320N 0520E 022
		21 0320N 0520E 023
NMC1163885	E57	21 0320N 0520E 022
NMC1163886	E58	21 0320N 0520E 022
		21 0320N 0520E 023
NMC1163887	E59	21 0320N 0520E 022
NMC1163888	E60	21 0320N 0520E 022
		21 0320N 0520E 023
NMC1163889	E61	21 0320N 0520E 022
NMC1163890	E62	21 0320N 0520E 022
		21 0320N 0520E 023
NMC1163891	E63	21 0320N 0520E 022
NMC1163892	E64	21 0320N 0520E 022
		21 0320N 0520E 023
NMC1163893	E65	21 0320N 0520E 022
NMC1163894	E66	21 0320N 0520E 022
		21 0320N 0520E 023
NMC1163895	E67	21 0320N 0520E 022
NMC1163896	E68	21 0320N 0520E 022
		21 0320N 0520E 023
NMC1163897	E69	21 0320N 0520E 022
NMC1163898	E70	21 0320N 0520E 022
		21 0320N 0520E 023
NMC1163899	E71	21 0320N 0520E 022
		21 0320N 0520E 027
NMC1163900	E72	21 0320N 0520E 022
		21 0320N 0520E 023
		21 0320N 0520E 026
		21 0320N 0520E 027

## ROYALTY DEED

### EXHIBIT "B"

#### *Definitions; Calculation of NSR Royalty; Related Production and Payment Matters; and, Miscellaneous Provisions*

#### **Definitions.**

**"Mineral"** or **"Minerals"** means all minerals, mineral products 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, including by-products and co-products associated therewith, 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 Grantor (if there is a loss of Minerals, an amount equal to the sum of the insurance or other proceeds received by Grantor for such loss, less any connected costs and expenses, in respect of the loss):

- (a) Charges for treatment in the 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 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 Grantee), 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.** Grantor's obligation to pay the NSR Royalty shall accrue upon the sale, or delivery to the point of sale, of Minerals, 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 Grantor, 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. Grantor shall pay Grantees 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 Grantor remains delinquent for a period in excess of thirty (30) days, Grantor shall pay to Grantees, 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, Grantor shall accompany such payment with a statement which shows in reasonable detail the quantities and grades of Minerals sold or deemed sold by Grantor 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 Royalty Deed to which this Exhibit is attached for purposes of notices or by wire transfer to an account which Grantees designate.

**Audit.** Upon reasonable notice and at a reasonable time, once annually, Grantees shall have the right to audit and examine Grantor'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 Grantees, such deficiency or excess shall be resolved by adjusting the next quarterly NSR Royalty payment due Grantees. Grantees shall pay all costs of such audit unless a deficiency of three percent (3%) or more of the NSR Royalty payment due for the calendar quarter in question is determined to exist, in which case Grantor shall pay the costs of the audit. All books and records used by Grantor 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 Grantor with respect thereto, unless Grantee 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; provided that nothing herein will limit the time in which Grantee may commence a proceeding for negligence, fraud, concealment or misrepresentation. Grantor shall account for any agreed upon deficit or excess in the payment made to Grantee by adjusting the next annual statement following completion of such audit to account for such deficit or excess.

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

**Commingling of Ores.** Grantor 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, Grantor 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, Grantor 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, Grantor shall be entitled to use any procedures acceptable in the mining and metallurgical industry which Grantor 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 Grantor 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 Grantees, at their sole expense, at all reasonable times, and shall be retained by Grantor 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 Grantor 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 Grantor 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 Grantor shall be determined by Grantor, 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 Grantor, 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 Grantor. Grantor 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 Grantees 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 Grantor 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 Grantor.

**Nature of Grantees' Interest.** Grantees shall have only a royalty interest in the Property and rights and incidents of ownership of a non-executive, non-participating royalty interest owner. Grantees 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, Grantees 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.

**Non-Disclosure:**

(a) Subject to subsections (b) and (c) below, a Grantee shall not, without the express written consent of the Grantor, which consent shall not be unreasonably withheld, disclose any non-public information concerning the operations conducted on the Property received under this Agreement other than to its employees, agents or consultants. Grantees shall advise such employees, agents or consultants of the provisions of the covenants set forth in this provision and shall require such employees, agents or consultants not to disclose such non-public information.

(b) A Grantee may disclose data or information obtained under this Agreement and otherwise prohibited above after providing the Grantor with a copy of the proposed disclosure at least five (5) business days prior to such disclosure:

- (i) to any third party to whom a Grantee, in good faith, anticipates selling or assigning its interest hereunder; or
- (ii) to a prospective lender to whom an interest in NSR Royalty payments to be made to a Grantee hereunder is proposed to be granted as security;

provided that, in each case: (i) the Grantor shall first have been provided with a confidentiality agreement executed by such third party or lender, which agreement shall include the confidentiality provisions of this provision; (ii) Grantee will make any changes, alterations and redactions to the proposed disclosure that are reasonably requested by the Grantor prior to such disclosure; and (iii) the information so disclosed will be limited to information or data specifically related to the NSR Royalty that is necessary to such third party or lender and will not contain any other information about the Grantor or its business. Such Grantee will indemnify and save the Grantor harmless from any loss, cost or liability (including, without limitation, reasonable legal fees) resulting from third parties receiving information relating to the Property from such Grantee.

(c) A Grantee may disclose data or information obtained under this agreement if required for compliance with applicable laws, rules, regulations or orders of a governmental agency or stock exchange having jurisdiction over the Grantee or its parent or affiliated corporations, but only such portion of the data or information that must be disclosed in the opinion of its legal counsel.

**Sale of Royalty Properties.** The Grantor may, at any time, sell or transfer all or a portion of the Property, including any party who is a successor to the Grantor hereunder, causing any assignee of any of the Property to assume in writing the obligations to Grantees hereunder with respect to such Property and to cause an original of such writing to be delivered to Grantees, and the Grantor providing written notice thereof to the Grantees concurrent with or prior to the time of effect of such sale or transfer.

**Assignment.** A Grantee shall not assign this royalty deed without the prior written consent of the Grantor, which consent shall not be unreasonably withheld by the Grantor. Despite any assignment by a Grantee, the Grantor will not be or become liable to make payments in respect of the NSR Royalty to, or to otherwise deal in respect of this royalty deed, more than one person. If the interests of a Grantee under this agreement are at any time owned by more than one person, those owners must, as a condition of receiving payment under this agreement, nominate one person to act as agent and common trustee for receipt of monies payable under this agreement and to otherwise deal with the Grantor in respect of such, and no Grantee will be entitled to administer or enforce any provisions of this royalty deed except through such agent and trustee. After receipt of notice in accordance with this section nominating an agent and trustee, the Grantor will thereafter make and be entitled to make payments due under this royalty deed in respect of the NSR Royalty to that agent and trustee and to otherwise deal with that agent and trustee as if it were the sole holder of such Grantee's NSR Royalty.

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
a) N/A (Unpatented Mining Claims)  
b) \_\_\_\_\_  
c) \_\_\_\_\_

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 Royalty Interest - Mining Claims

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: 8  
b. Explain reason for exemption: Conveyance of royalty interest in unpatented mining claims.

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

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

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

Signature (Grantee): *Dustin Marvel* Capacity: Attorney  
**Dustin Marvel**

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

Print Name: Donald James McDowell & William Matlack  
Address: 2131 Stone Hill Circle  
City: Reno  
State: NV Zip: 89519

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

Print Name: Donald James McDowell, et al.  
Address: 2131 Stone Hill Circle  
City: Reno  
State: NV Zip: 89519

**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