

APN: Water Rights

Recording requested by and when recorded  
return to:

Richard and Anne Kniefel  
P.O. Box 523  
Eureka, NV 89316

EUREKA COUNTY, NV                      **2024-253045**  
Rec:\$37.00  
\$37.00                      Pgs=4                      09/03/2024 09:12 AM  
KAEMPFER CROWELL, LTD  
KATHERINE J. BOWLING, CLERK RECORDER

SPACE ABOVE FOR RECORDERS USE

**SHORT FORM DEED OF TRUST  
(Water Rights)**

THIS SHORT FORM DEED OF TRUST ("Deed of Trust"), made this 29 day of August, 2024, between, McEwen Mining Nevada Inc., a Delaware corporation, as TRUSTOR ("Trustor"), Stewart Title Company, as TRUSTEE ("Trustee"), and Richard James Kniefel and Anne Barbara Kniefel, individuals (collectively, "Beneficiary").

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, those certain water rights in the COUNTY OF EUREKA, STATE OF NEVADA as described on Exhibit A ("Property"), which is attached hereto and incorporated herein by this reference.

IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED, ALIENATED, BANKED, OR DEDICATED BY THE TRUSTOR, OR BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

This Deed of Trust is made for the purpose of securing (1) payment of the sum of Two Hundred Seventy Thousand and 00/100 (\$270,000.00) with interest thereon, as evidenced by that certain Secured Promissory Note of even date herewith (the "Note") made by Trustor, as borrower, payable to order of Beneficiary, as lender, and all extensions or renewals thereof; (2) the performance of each obligation of Trustor under the Note; (3) the performance of each agreement of Trustor, incorporated herein by reference or contained herein; and (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county: namely:

COUNTY	BOOK	PAGE	DOC. NO
Churchill	39 Mortgages	363	115384
Clark	850 Off. Rec.		682747
Douglas	57 Off. Rec.	115	40050
Elko	92 Off. Rec.	652	35747
Esmeralda	3-X Deeds	195	35922
Eureka	22 Off. Rec.	138	45941
Humboldt	28 Off. Rec.	124	131075
Lander	24 Off. Rec.	168	50782

COUNTY	BOOK	PAGE	DOC. NO.
Lincoln			45902
Lyon	37 Off. Rec.	341	100661
Mineral	11 Off. Rec.	129	89073
Nye	105 Off. Rec.	107	04823
Ormsby	72 Off. Rec.	249	32867
Pershing	11 Off. Rec.	249	66107
Storey	"S" Mortgages	206	31506
Washoe	300 Off. Rec.	517	107192
White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may change for a statement regarding the obligations secured hereby, provided the charge therefore does not exceed a reasonable amount.

In addition to and without limiting any of the foregoing, to the extent applicable, the following covenants, Nos. 2 and 7 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust and reference to "improvements which are now or shall hereafter be erected upon the premises" shall be interpreted to mean any improvements related to the use of or access to the water rights that are the subject of this Deed of Trust. With respect to covenant number 2, "full replacement value" is hereby inserted. With respect to covenant number 7, "reasonable counsel fees and costs actually incurred" is hereby inserted.

[Signature and Acknowledgement Page to Follow]

**TRUSTOR:**

**McEwen Mining Nevada Inc.,**  
a Delaware corporation

By: Brendan Musselman  
Name: Brendan Musselman  
Title: Environmental Manager  
Date: 8-21-24

State of Nevada

County of Eureka

This instrument was acknowledged before me on August 21, 2024, by Brendan Musselman as Environmental manager of McEwen Mining Nevada Inc.

[Signature]  
Notary Public



**Exhibit A**

**Description of Water Rights**

Those certain water rights situate in the County of Eureka, State of Nevada described as follows:

All right, title and interest in and to a portion of Water Rights Permit No. 79962 issued by the State of Nevada's Division of Water Resources, Office of the State Engineer, in the amount of Three Hundred (300) acre feet annually together with a proportionate share of the rate of diversion;

AND

All right, title and interest in and to a portion of Water Rights Permit No. 79963 issued by the State of Nevada's Division of Water Resources, Office of the State Engineer, in the amount of Three Hundred (300) acre feet annually together with a proportionate share of the rate of diversion;

AND

All right, title and interest in and to a portion of Water Rights Permit No. 79964 issued by the State of Nevada's Division of Water Resources, Office of the State Engineer, in the amount of Three Hundred (300) acre feet annually together with a proportionate share of the rate of diversion.