APN Nos. 001-081-05, 001-211-02, 001-211-07, 001-211-08, 001-211-09, 001-211-10, 001-211-11, 001-212-03, 001-212-04, 001-212-07, 001-212-08, 001-212-09, 001-212-10, 001-212-11, 007-210-37, 007-397-12, 007-410-09, 008-070-12, 410-001-09, 410-001-47

RECORDED AT THE REQUEST OF, AND AFTER RECORDING, PLEASE RETURN TO: Almira Moronne Davis Graham & Stubbs LLP 3400 Walnut Street, Suite 700 Denver, CO 80205

**Affirmation Statement:** Pursuant to NRS 239B.030, the undersigned hereby affirms that this document DOES NOT contain the personal information, as defined by NRS 603A.040, of any person.

EUREKA COUNTY, NV
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DORSEY & WHITNEY LLP
KATHERINE J. BOWLING, CLERK RECORDER

# FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES, RENTS AND CONTRACTS, SECURITY AGREEMENT AND FIXTURE FILING

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

c/o i-80 Gold Corp. 5190 Neil Road, Suite 460 Reno, NV 89502

to

### STEWART TITLE COMPANY, as Trustee

810 Idaho Street Elko, NV 89801

for the benefit of

OMF FUND III (F) LTD., as Convertible Collateral Agent for the Lenders, Beneficiary

c/o Maples Group PO Box 309, Ugland House Grand Cayman, KY1-1104 Cayman Islands

Dated as of March 31, 2025

#### AMENDED AND RESTATED CONVERTIBLE CREDIT AGREEMENT: RUBY HILL

THIS FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES, RENTS AND CONTRACTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is made as of March 31, 2025, by **RUBY HILL MINING COMPANY, LLC**, a Nevada limited liability company, as trustor, whose mailing address is c/o i-80 Gold Corp., 5190 Neil Road, Suite 460, Reno, NV 89502, ("**Trustor**"), to **STEWART TITLE COMPANY**, as trustee, whose mailing address is 810 Idaho Street; Elko, NV 89801, ("**Trustee**"), for the benefit of **OMF FUND III (F) LTD.**, a Cayman Islands company, in its capacity as convertible collateral agent for the Lenders (as hereinafter defined), as beneficiary hereunder ("**Beneficiary**").

#### **RECITALS**

- A. Beneficiary, Trustor, and i-80 Gold Corp., a British Columbia corporation ("i-80") are parties to that certain Amended and Restated Convertible Credit Agreement dated as of January 15, 2025, among, *inter alios*, Beneficiary, Trustor, i-80, OMF Fund III (F) Ltd. and the other lenders party thereto from time to time (the "Lenders") (as amended, supplemented, amended and restated, or otherwise modified from time to time subsequent to the date hereof, the "Convertible Credit Agreement").
- B. Beneficiary and Trustor are parties to certain Security Documents dated as of January 15, 2025, entered into in connection with the Convertible Credit Agreement (as amended, supplemented, amended and restated, or otherwise modified from time to time subsequent to the date hereof, the "Convertible Credit Security Documents").
- C. Trustor and i-80 are parties to that certain Gold Prepay Purchase and Sale Agreement dated as of December 13, 2021, among, *inter alios*, Trustor, i-80, OMF Fund III (Hg) Ltd., for itself and as collateral agent (the "**Prepay Collateral Agent**") for the other purchasers party thereto from time to time (collectively, the "**Gold Prepay Buyers**") (the "**Original Gold Prepay Agreement**") as amended and restated as of September 20, 2023, (as further amended by an amending agreement dated as of April 25, 2024, supplemented by a side letter agreement dated as of June 28, 2024, amended by a waiver and amending agreement dated as of December 31, 2024, and as may be further amended, supplemented, amended and restated, or otherwise modified from time to time subsequent to the date hereof, the "**A&R Gold Prepay Agreement**").
- D. Trustor and the Prepay Collateral Agent are parties to certain Security Documents dated as of April 12, 2022, entered into in connection with the Original Gold Prepay Agreement (as amended, supplemented, amended and restated, or otherwise modified from time to time subsequent to the date hereof, the "Gold Prepay Security Documents").
- E. Trustor and i-80 are parties to that certain Purchase and Sale Agreement (Silver) dated as of December 13, 2021 among, *inter alios*, Trustor, i-80, OMF Fund III (Hg) Ltd., for itself and as collateral agent (the "Stream Collateral Agent") for the other purchasers party thereto from time to time (collectively, the "Stream Buyers") (as amended, supplemented, amended and restated, or otherwise modified from time to time subsequent to the date hereof, the "Silver Stream

### Agreement").

- F. Trustor and the Stream Collateral Agent are parties to certain Security Documents dated as of April 12, 2022, entered into in connection with the Silver Stream Agreement (as amended, supplemented, amended and restated, or otherwise modified from time to time subsequent to the date hereof, the "Stream Security Documents" and together with the Convertible Credit Security Documents and the Gold Prepay Security Documents, the "Security Documents").
- G. Beneficiary, Prepay Collateral Agent, Stream Collateral Agent, and i-80 are parties to that certain Amended and Restated Intercreditor Agreement dated as of January 15, 2025 (as amended, supplemented, amended and restated, or otherwise modified from time to time subsequent to the date hereof, the "Intercreditor Agreement").
- H. Pursuant to the Security Documents, the Convertible Credit Agreement, the A&R Gold Prepay Agreement, the Silver Stream Agreement, and the Intercreditor Agreement (collectively, the "Orion/i-80 Agreements"), the obligations under the Orion/i-80 Agreements of Trustor, i-80, and other affiliates of i-80 who are parties to one or more of the Orion/i-80 Agreements (i-80 together with such other affiliates, the "Credit Parties") are to be guaranteed and secured by Trustor, which is the wholly owned subsidiary of i-80.
- I. Pursuant to the Orion/i-80 Agreements, the security interest for the benefit of the Prepay Collateral Agent on its behalf and on behalf of the Gold Prepay Buyers, has priority over the security interest for the benefit of the Stream Collateral Agent, on its behalf and on behalf of the Stream Buyers, and the security interest for the benefit of the Stream Collateral Agent, on behalf of the Stream Buyers, has priority over the security interest of Beneficiary, on its behalf and on behalf of the Lenders.
- J. As a wholly owned subsidiary of i-80, Trustor acknowledges that it will benefit from and receive adequate consideration for the granting of this Deed of Trust.
- K. It is a requirement under the Convertible Credit Agreement that Trustor execute and deliver this Deed of Trust.
- L. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Orion/i-80 Agreements.

#### **AGREEMENT**

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

following clauses (a) through (m) severally and collectively, the "Trust Estate"):

- (a) Those certain real property interests, including certain water rights and fee properties (including all proceeds, royalties and income from all minerals or soil components (whether in-ground or extracted therefrom) mineral rights, mining rights, all rights and claims to minerals (whether in-ground or extracted) contained on or within such fee properties), more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as may now exist or hereafter may be acquired by Trustor, whether owned or leased by Trustor (collectively, the "Fee Property"), located in Eureka County, Nevada;
- Those certain mining claims, minerals, and all proceeds, royalties and income from (b) all minerals or soil components (whether in-ground or extracted therefrom) mineral rights, mining rights, all rights and claims to minerals (whether in-ground or extracted), whether owned or leased by Trustor (collectively, the "Mining Claims"), located in Eureka County, Nevada, more particularly described on Exhibit B attached hereto and incorporated herein by this reference (collectively with the Fee Property, the "Real Property"), together with all rights appurtenant thereto, including the easements and rights of way over any other adjoining land granted by any legal entitlements, easement agreements, covenant or restrictive agreements and all air rights, minerals, mineral rights and interests, resources, reserves, land positions, stockpiled ore and minerals, overburden piles, tailings, byproducts, oil and gas rights, geothermal rights and resources, timber and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Trustor therein, either in law or in equity, in possession or expectancy, now or hereafter acquired and including the Real Property and all of Trustor's rights and interest in and to streets, roads, ways, railways and public places, opened or postponed, and all rights of way, public or private, now or hereafter used in connection with, or belonging or appertaining to or being adjacent to the Real Property;
- (c) Any and all buildings and other improvements now or hereafter erected on the Real Property including fixtures, attachments, appliances, equipment, machinery, and other personal property attached or affixed to, installed in, or used in connection with such buildings and other improvements (the "**Improvements**"), all of which shall be deemed and construed to be a part of the Real Property;
- (d) All rents, issues, profits, claims, royalties, income, accounts and other benefits now or hereafter derived from the Real Property and the Improvements (collectively the "Rents"), subject to the terms and provisions of Article 2 of this Deed of Trust with respect to all leases and subleases of the Real Property or Improvements now or hereafter existing or entered into, or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;
- (e) All surface and ground water rights, both existing and hereafter acquired, whether appurtenant, severed or leased, of all legal dispositions or status (including temporary, adjudicated,

vested, decreed, certificated, permitted, changed or modified water rights), appurtenant to or used or usable in connection with the Real Property, including the water rights listed on Exhibit A and any and all shares of stock (whether certificated or uncertificated), contracts, agreements, entitlements and authorizations evidencing the same, similar, or associated right or interest in any ditch, irrigation, or canal company, whether presently existing or hereafter created, recognized, obtained or acquired (including entitlements, connection credits and other authorizations of any kind from any public or private water supplier or entity), and including all easements, rights of way, wells, pumps, casing, downhole equipment, meters, utilities and utility lines, diversion structures, canals, ditches, pipelines, headgates, weirs and other entitlements, improvements, fixtures and facilities used to withdraw, pump, divert, store, transport and use said water and water rights (collectively the "Water Rights");

- (f) All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, utility reservations and capacity rights, and other rights now owned or hereafter acquired by Trustor used in connection with the Real Property or the Improvements or as a means of access thereto (including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all and powers, estates, rights, titles, interests, minerals, royalties, privileges, liberties, tenements, hereditaments and appurtenances thereof and thereto);
- (g) All grazing and range rights relating or pertaining to the Real Property; all oil, gas, minerals (including, but not limited to, all gold, silver, copper and other precious and base metals) and their intermediate products such as mineral bearing products such as mineral bearing ores and concentrates, coal, and other substances of any kind or character on or within the Real Property; all electrical users rights, in or hereafter relating to or used in connection with the Real Property; all shares of stock evidencing any such rights; all fixtures and equipment (whether or not annexed thereto) now or hereafter used for the production or distribution of minerals, water or electricity in connection with the use or occupancy of the Real Property or for the drainage or supply thereof; and all appendages, appurtenances, covenants, easements, hereditaments, liberties, privileges, rights of way, tenements, and other rights benefiting, or otherwise relating to the Real Property and/or the Improvements or any owner, occupier, or user thereof;
- (h) All now or hereafter existing leases or licenses (under which Trustor is landlord) and subleases (under which Trustor is sublandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of all or any portion of the Trust Estate for any purpose in return for any payment, or the extraction or taking of any gas, water, geothermal resources, or other minerals from the Trust Estate in return for payment of any fee, rent or royalty, including Trustor's right, title and interest as lessor in the same (collectively, "Leases");
- (i) All right, title, and interest of Trustor in (i) the property and interests in property described on Exhibit C attached hereto and incorporated herein by reference, (ii) all other personal property now or hereafter owned or acquired by Trustor that is now or hereafter located on or used in connection with or related to the Real Property or the Improvements, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on

or used in connection with the Real Property or the Improvements, and (iv) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "Personal Property");

- (j) All rights of Trustor under any covenants, conditions, and restrictions affecting the Real Property or the Improvements whether now existing or hereafter arising, including all voting rights, declarant's rights, developer rights, and similar rights arising under any such covenants, conditions, and restrictions (collectively, the "CC&Rs"), provided, Trustor shall retain the right to exercise its privileges under the CC&Rs (subject in all respects to the terms of the Orion/i-80 Agreements before any Event of Default hereunder and thereafter subject to Trustee's and Beneficiary's rights hereunder and under the Orion/i-80 Agreements);
- (k) All rights (but none of the obligations) of Trustor under any contracts, agreements, licenses or other documents affecting, relating to, executed in connection with, or used in the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition, management, or ownership of the Real Property or Improvements or the sale of goods or services produced in or relating to the Real Property or the Improvements, (collectively, the "Other Agreements"), provided, Trustor shall retain the right to exercise its privileges under the Other Agreements (subject in all respects to the terms of the Orion/i-80 Agreements) before any Event of Default and thereafter subject to Trustee's and Beneficiary's rights hereunder and under the Orion/i-80 Agreements;
- (l) All the estate, interest, right, title, other claim or demand, both in law and in equity (including claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Real Property, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including any awards resulting from a change of grade of streets and awards for severance damages); and
- (m) All proceeds, products, rents, revenues, issues, profits, royalties, income, benefits, additions, renewals, extensions, substitutions, replacements, minerals and mineral rights (including the Mining Claims), whether in-ground or extracted, and accessions of, and to, any of the foregoing.

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

"products" shall have the meanings provided for those terms in the Uniform Commercial Code as adopted and enacted by the State of Nevada (as amended or replaced from time to time, the "Nevada Uniform Commercial Code") in effect on the date of this Deed of Trust.

For the purpose of securing the payment of all amounts payable arising under the Orion/i-80 Agreements, and performance of their respective obligations under the Orion/i-80 Agreements, by Trustor and/or the other Credit Parties and all other indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, matured or not, of Trustor and/or the other Credit Parties to Beneficiary under the Orion/i-80 Agreements or hereunder, whether incurred before, at the time of, or subsequent to the execution hereof, whether incurred alone or with another or others, including extensions and renewals thereof (together, the "Secured Obligations"), which shall include interest accruing subsequent to the filing of, or which would have accrued but for the filing of, a petition for bankruptcy, in accordance with and at the Interest Rate, as defined below (including any rate applicable upon any default or event of default under the Orion/i-80 Agreements, to the extent lawful), whether or not such interest is an allowable claim in such bankruptcy proceeding.

### TRUSTOR HEREBY COVENANTS AND FURTHER AGREES AS FOLLOWS:

# ARTICLE 1 COVENANTS AND AGREEMENTS OF TRUSTOR

- 1.01 <u>Payment and Performance of Obligations</u>. Trustor shall pay, or cause to be paid, when due and/or perform, or cause to be performed, each of the Secured Obligations. All covenants contained in the Orion/i-80 Agreements are hereby incorporated into this Deed of Trust by reference.
- Trustor shall keep, maintain, preserve and Maintenance, Repair, Alterations. protect the Trust Estate in good repair, working order, and condition, ordinary wear and tear excepted. Trustor shall: (a) complete any Improvement that may now be or hereafter constructed in good and workmanlike manner; and (b) restore any Improvements that may be damaged or destroyed to substantially the same condition as existing immediately before such damage or destruction and pay when due all claims for labor performed and materials furnished therefore, in either case excepting any Improvements that Trustor does not reasonably consider to be material to the business of Trustor. Trustor shall comply in all material respects with all Requirements (as defined below) and shall not suffer to occur or exist any violation in any material respect of any Requirement. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent permitted by law or required by the Orion/i-80 Agreements, shall keep and maintain abutting grounds, roads, parking, etc. in good and neat order and repair. Trustor shall perform in all material respects its obligations under each Lease the CC&Rs, if any. "Requirement" and "Requirements" mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, any work or activity necessary to preserve and maintain the Trust Estate, preserve or maintain mining or other rights in the Trust Estate, any construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust

Estate (including, without limitation (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), including, without limitation, any mining reports, filings, verifications of mining activity, etc. and (ii) such obligations and requirements of, in, or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (C) any lien or encumbrance, (D) any other agreement, document, or instrument to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected (including, without limitation, the CC&Rs, if any, and the Other Agreements), and (E) any order, writ, judgment, injunction, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

- 1.03 Required Insurance. Trustor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Trust Estate, at no expense to Trustee or Beneficiary, policies of insurance in accordance with prudent mining practices or as required by the Orion/i-80 Agreements. All such policies of insurance required by this Deed of Trust shall contain endorsements or agreements by the insurer that any loss shall be payable in accordance with the terms of such policy, notwithstanding any act or negligence of Trustor or any party holding under Trustor that might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights to set off, counterclaims, deductions against Trustor. Prior to the expiration of each required policy, Trustor shall deliver to Beneficiary evidence reasonably satisfactory to Beneficiary of the payment of premium and the renewal or replacement of such policy continuing insurance in form as required by this Deed of Trust or the Orion/i-80 Agreements.
- Beneficiary the policies of insurance with respect to the Trust Estate required under the Orion/i-80 Agreements and this Deed of Trust, Beneficiary may but without any obligation to do so, obtain such policies or take other action that it deems appropriate to remedy the failure and pursue its rights and remedies in the Orion/i-80 Agreements. All sums, including reasonable attorneys' fees, so expended by or on behalf of Beneficiary will be a lien on the Trust Estate, will be secured by this Deed of Trust, and will be paid by Trustor on demand, together with interest at twelve percent (the "Interest Rate"). No payment or other action by Beneficiary under this Deed of Trust, including this section, will impair any other right or remedy available to Beneficiary or constitute a waiver of any default.
- 1.05 <u>Casualties; Insurance Proceeds</u>. After the happening of any material casualty to or in connection with the Trust Estate or any part thereof, whether or not covered by insurance, Trustor shall give prompt written notice thereof to Beneficiary. All proceeds of property casualty insurance with respect to the Trust Estate shall be payable to Beneficiary if, but only if, there are any amounts unpaid and owing by Trustor under the Orion/i-80 Agreements. If, in that situation, Trustor receives any proceeds of insurance resulting from such casualty, Trustor shall promptly pay over such proceeds to Beneficiary.
  - 1.06 <u>Assignment of Policies Upon Foreclosure</u>. In the event of foreclosure of this Deed

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

1.07 <u>Waiver of Offset</u>. Except for such notice as may be expressly required hereunder or under the Orion/i-80 Agreements, all sums payable by Trustor pursuant to the Orion/i-80 Agreements or this Deed of Trust shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Real Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; or (v) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing.

### 1.08 <u>Impositions</u>.

- (a) Trustor shall pay, or cause to be paid, before the date due, and in any event before delinquency, all real and personal property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever (including, without limitation, nongovernmental levies or assessments such as property owners' association assessments, fee and dues, maintenance charges, water charges, water toll charges, irrigation fees and assessments, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate), that are assessed or imposed upon the Trust Estate or become due and payable and that create or may create if not paid a lien upon the Trust Estate (the above are sometimes referred to herein individually as an "Imposition" and collectively as "Impositions"), provided, however, that if by law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same becomes due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.
- (b) If at any time after the date hereof there shall be assessed or imposed a fee, tax, or assessment on Beneficiary (other than income taxes) and measured by or based in whole or in part upon this Deed of Trust or the outstanding amount of the Secured Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in Section 1.08(a) and Trustor shall, subject to Section 1.08(c), pay and discharge the same as herein provided with respect to the payment of Impositions. Subject to Section 1.08(c), if Trustor fails to pay such Impositions before delinquency, Beneficiary may, at its option, pay such Imposition or

take other action that it deems appropriate to remedy the failure and pursue any and all rights and remedies hereunder or under the Orion/i-80 Agreements as for an Event of Default, and such remedies may be pursued individually, singly or concurrently. All sums, including reasonable attorneys' fees, so expended by or on behalf of Beneficiary will be a lien on the Trust Estate, will be secured by this Deed of Trust, and will be paid by Trustor on demand, together with interest at the Interest Rate.

- object to the amount or validity of any Imposition by appropriate proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.08, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless, in Beneficiary's absolute and sole discretion, (i) Trustor shall demonstrate to Beneficiary's satisfaction that the proceedings to be initiated by Trustor shall conclusively operate to prevent the sale of the Trust Estate or any part thereof or interest therein to satisfy such Imposition before final determination of such proceedings, (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary, or (iii) Trustor shall demonstrate to Beneficiary's satisfaction that Trustor has provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale.
- 1.09 <u>Utilities</u>. Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electricity, water, sewer, or other services furnished to the Trust Estate.
- 1.10 Actions Affecting Trust Estate. Trustor shall notify Beneficiary promptly upon obtaining written notice of any condemnation proceeding, against the Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; and shall pay all reasonable and documented costs and expenses (including, without limitation, costs of evidence of title, litigation, and attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear. Notwithstanding the foregoing, Beneficiary may, but shall not be required to, participate in any such proceedings or contest, at Trustor's sole cost and expense.
- 1.11 <u>Appointment of Successor Trustee</u>. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor.
- 1.12 <u>Trustee's Powers</u>. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and without affecting the personal liability of any person for payment of the Secured Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may: (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join granting any easement thereon, or

- (d) join any extension agreement or any agreement subordinating the lien or charge hereof.
- Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Secured Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Secured Obligations, Beneficiary may, from time to time and without notice: (a) release any person so liable, (b) extend the Secured Obligations, (c) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (d) take or release any other or additional security or any guaranty for any Secured Obligations herein mentioned, or (e) make compositions or other arrangements with debtors in relation thereto.
- 1.14 <u>Compliance with Law.</u> Trustor shall comply in all material respects with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, easements and agreements pertaining to the Trust Estate. Trustor shall not permit, commit, or suffer any act to be done in or upon the Trust Estate in violation of law. Trustor shall not initiate or acquiesce in any change in any zoning or other land use classification now or hereafter in effect and affecting the Trust Estate or any part thereof nor shall Trustor otherwise change or attempt to change the use of the Trust Estate or any portion thereof without in each case obtaining Beneficiary's prior written consent thereto.
- Mining Claims. Except as otherwise expressly permitted under the Orion/i-80 1.15 Agreements, Trustor agrees not to amend, modify, sell, transfer, convey, lease, sublease or terminate any of the Mining Claims which comprise a portion of the Trust Estate without the express written consent of Beneficiary, which consent may be given or withheld, conditioned or delayed in Beneficiary's sole and absolute discretion. Consent to one amendment, modification, or termination shall not be deemed to be a waiver of the right to require consent to other, future or successive amendments, modifications, or terminations. Trustor agrees to and shall perform all obligations and agreements necessary to maintain all of the Mining Claims and shall not take any action or omit to take any action which would affect or permit the forfeiture or declaration of invalidity in any contest of any Mining Claim. Trustor agrees to notify Beneficiary in writing with respect to any claim made or threatened against the validity of any portion of the Trust Estate constituting the Mining Claims, or any portion thereof. Trustor shall perform any required assessment work and timely prepare, record and file appropriate evidence of such work, together with the payment of all applicable fees as may be required from time to time under federal or state law. Trustor shall timely pay all annual mining claim maintenance or rental fees and make all federal and state filings with respect to the Mining Claims as are necessary or beneficial to maintain the Mining Claims in full effect as valid unpatented mining claims under federal and state law. Without limiting the foregoing, by no later than July 15th of each year, Trustor shall deliver to Beneficiary documentation of acknowledgment by the United States Bureau of Land Management ("BLM") that the annual unpatented mining claim maintenance fees for all Mining Claims have been paid and copies of the annual affidavit and notice of intent to hold the Mining Claims as recorded in Eureka County, Nevada. Trustor shall provide to Beneficiary a copy of all material correspondence received from, or sent to, the BLM, the Eureka County Recorder, the State of Nevada or any third party, concerning the Mining Claims within three (3) business days following

receipt or transmittal by Trustor.

- 1.16 <u>Water Rights</u>. Trustor shall cause all Water Rights to be maintained in good standing. Trustor shall cause all equipment and facilities used in connection with the Water Rights to be maintained in a safe and properly operable condition. Trustor shall consistently place the Water Rights to beneficial use in a manner sufficient to prevent any possible forfeiture or partial forfeiture of any Water Right; provided, however, that Trustor, acting reasonably, may instead seek and obtain extensions of time to place the Water Rights to beneficial use or appropriate regulatory authorizations for nonuse of water prior to the time that any Water Right becomes subject to forfeiture or partial forfeiture. Trustor shall comply with all applicable statutes and rules pertaining to use of the Water Rights.
- 1.17 Indemnification. Trustor will protect, indemnify, save harmless and defend Beneficiary and Trustee and their respective officers, directors, members, shareholders, employees, successors and assigns from and against any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands imposed upon or incurred by or asserted against Beneficiary or Trustee by reason of (a) ownership by Trustee or Beneficiary of its interest in any portion of the Trust Estate pursuant to this Deed of Trust, (b) any accident or injury to or death of persons or loss of or damage to or loss of the use of property occurring on or about the Trust Estate or any part thereof, (c) any use, nonuse or condition of the Trust Estate or any part thereof, (d) any failure on the part of Trustor to perform or comply with any of the terms of this Deed of Trust or any instrument or agreement secured hereby, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Trust Estate or any part thereof made or suffered to be made by or on behalf of Trustor, (f) any negligence or tortious act on the part of Trustor or any of its agents, contractors, lessees, licensees or invitees, (g) any work in connection with any alterations, changes, new construction or demolition of the Trust Estate, whether or not permitted hereunder or (h) the exercise by Beneficiary of any of its rights and remedies, or the performance of any of its obligations, under this Deed of Trust, except, in each case of the foregoing, to the extent such liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims or demands results from the gross negligence, bad faith or willful misconduct (as determined pursuant to a non-appealable judgement by a court of competent jurisdiction) of such Trustee, Beneficiary or any of their respective officers, directors, members, shareholders, employees, successors or assigns which are seeking indemnification hereunder. All amounts payable to Beneficiary or Trustee, as the case may be, under this Section 1.17 shall be payable on demand and shall be deemed indebtedness secured by this Deed of Trust.

# ARTICLE 2 ASSIGNMENT OF RENTS

2.01 <u>Assignment of Rents</u>. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns, transfers and grants to Beneficiary (i) all present and future right and interest in and to the Rents, and hereby gives to and confers upon Beneficiary the right, power and authority to collect the Rents, at any time, with or without notice, and (ii) all of Trustor's estate, right, title, interest, claim and demand, as landlord, under any and all of the Leases. The

assignment of the Rents and Leases in this Article 2 is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest. Trustor irrevocably appoints Beneficiary, effective upon and during the continuation of an Event of Default, its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Secured Obligations in such order as Beneficiary shall determine. Trustor hereby authorizes and directs the lessees, occupants and tenants under Leases to make all payments under the Leases directly to Beneficiary upon written demand by Beneficiary (which may be made at any time on and after an Event of Default), without further consent of Trustor.

- 2.02 <u>License to Collect Rents</u>. Beneficiary hereby confers upon Trustor a revocable license ("License") to collect and retain the Rents as they become due and payable (but not more than one (1) month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as no revocation of the License by Beneficiary has occurred after the occurrence and during the continuance of an Event of Default. For the avoidance of doubt, Beneficiary may not revoke the License unless and until an Event of Default has occurred and is continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License with or without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.
- 2.03 Collection Upon an Event of Default. After the occurrence and during the continuance of an Event of Default and Beneficiary's subsequent revocation of the License, Beneficiary may, at any time with or without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking possession, in its own name sue for or otherwise enforce the Leases and collect the Rents (including, without limitation, those past due and unpaid) and apply the same, less costs and expenses of operation and collection (including, without limitation, reasonable attorneys' fees) upon payment of the Secured Obligations in such order as Beneficiary may determine. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application of the Rents as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Trustor also hereby authorizes Beneficiary upon such entry, at its option, to take over and assume the management, operation and maintenance of the Trust Estate and to perform all acts Beneficiary in its sole discretion deems necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Trustor theretofore could do (including, without limitation, the right to enter into new Leases, to cancel, surrender, alter or amend the terms of, and/or renew existing Leases and/or to make concessions to tenants).
- 2.04 <u>Application of Rents</u>. Upon receipt, Beneficiary shall, after payment of all property charges and expenses (including, without limitation, reasonable compensation to any receiver or managing agent) and after the accumulation of a reasonable reserve to meet requisite amounts,

credit the net amount of the Rents received by it to the Secured Obligations, but the manner of the application of such net income and which items shall be credited shall be determined by Beneficiary pursuant to the applicable provisions of the Orion/i-80 Agreements, but in all cases subject to applicable law. Beneficiary shall not be accountable for more monies than it actually receives from the Trust Estate; nor shall it be liable for failure to collect Rents. Beneficiary shall make reasonable efforts to collect Rents, reserving, however, within its own absolute and sole discretion, the right to determine the method of collection and the extent to which enforcement of collection of Rents shall be prosecuted and Beneficiary's judgment shall be deemed conclusive and reasonable.

- 2.05 <u>Mortgagee in Possession</u>. It is not the intention of the parties hereto that an entry by Beneficiary upon the Real Property under the terms of this instrument shall make Beneficiary a party in possession in contemplation of the law, except at the option of Beneficiary.
- 2.06 <u>Indemnity</u>. Trustor hereby agrees to indemnify and hold harmless Beneficiary for, from and against any and all losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs, and expenses, including legal fees and expenses, howsoever and by whomsoever asserted, arising out of or in any way connected with this assignment, except, in each case to the extent resulting from the gross negligence, bad faith or willful misconduct (as determined pursuant to a non-appealable judgement by a court of competent jurisdiction) of Beneficiary; and all such losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs and expenses shall be deemed added to the indebtedness secured hereby and shall be secured by any and all other instruments securing said indebtedness.
- 2.07 <u>No Obligation to Perform.</u> Nothing contained herein shall operate or be construed to obligate Beneficiary to perform any obligations of Trustor under any Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). This Deed of Trust shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Estate or any portion thereof, and the execution of this Deed of Trust by Trustor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Trust Estate is and shall be that of Trustor.

# ARTICLE 3 SECURITY AGREEMENT

- 3.01 <u>Creation of Security Interest</u>. Trustor hereby grants to Beneficiary, as secured party, a security interest in and to all the Personal Property as security for the prompt payment and performance when due of the Secured Obligations, whether now existing or hereafter arising.
- 3.02 <u>Representations, Warranties and Covenants of Trustor</u>. Trustor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive the creation and expiration or satisfaction of any Secured Obligations) as of the date of this Deed of Trust, as follows and acknowledges and confirms that Beneficiary is relying upon such representations

warranties and covenants in entering into this Deed of Trust and in extending credit to the Trustor:

- (a) The Personal Property is not used or bought for personal, family or household purposes;
- (b) Except as permitted under the Orion/i-80 Agreements, the tangible portion of the Personal Property will be kept on or at the Real Property or Improvements and Trustor will not, without the prior written consent of Beneficiary (not to be unreasonably withheld, but subject to any rights of Beneficiary to approve pursuant to the Orion/i-80 Agreements), remove the Personal Property or any portion thereof therefrom;
- (c) Trustor hereby authorizes Beneficiary (in Beneficiary's sole discretion) to file one or more financing statements and continuations and/or execute one or more fixture filings and continuations pursuant to the Nevada Uniform Commercial Code as in effect from time to time in the State of Nevada, in form satisfactory to Beneficiary, and will pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable;
- (d) Trustor is duly qualified to conduct business in the State of Nevada. Trustor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Trustor will promptly (but in any event at least 30 days before such change occurs) notify Beneficiary in writing of any change in its principal place of business or the adoption or change of its legal name, and will upon request of Beneficiary, authorize any additional financing statements or execute any other certificates necessary to reflect the adoption or change in legal name. Trustor will also notify Beneficiary of any change of Trustor's organizational identification number within 30 days after such change occurs;
- (e) Trustor currently has, and shall continue to hold until this Deed of Trust is terminated and released in full, full right, power and authority to convey and mortgage the same and to execute this Deed of Trust;
- (f) Trustor's exact legal name is correct in the introductory paragraph of this Deed of Trust;
- (g) Trustor's organizational identification number assigned by the jurisdiction of formation is E0525262015-5; and
- (h) This Deed of Trust is a second position deed of trust against the Properties as defined in the Orion/i-80 Agreements, subject to the terms and conditions of the Orion/i-80 Agreements.
- 3.03 <u>Use of Personal Property by Trustor</u>. Until the occurrence of an Event of Default (and thereafter, subject to the rights and remedies of the Trustor and Beneficiary hereunder and under the Orion/i-80 Agreements), Trustor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust or the Orion/i-80 Agreements and not inconsistent with any policy of insurance thereon.

### 3.04 Remedies.

- (a) In addition to the remedies provided in <u>Section 4.02</u> hereof, upon the occurrence and during the continuance of an Event of Default, Beneficiary may, at its option, and subject to applicable law, do any one or more of the following:
- (i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Personal Property or any part thereof. In the event Beneficiary demands, or attempts to take, possession of the Personal Property in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary;
- (ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any lien or encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorneys' fees) incurred in connection therewith;
- (iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and deliver promptly such Personal Property to Beneficiary, or an agent or representative designated by Beneficiary. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiary's rights hereunder;
- (iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust and the Orion/i-80 Agreements, or by law, either concurrently or in such order as Beneficiary may determine;
- (v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Personal Property;
- (vi) Sell, lease, or otherwise dispose of the Personal Property at public or private sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any public sale; and
- (vii) Exercise any other remedies of a secured party under the Nevada Uniform Commercial Code or any other applicable law.
- (b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least ten (10) days', or such longer time as may be required by applicable law, prior written notice of the

time and place of any public sale of the Personal Property or other intended disposition thereof to be made under <u>Section 3.04(a)</u>. Such notice may be mailed to Trustor at the address in <u>Section 5.04</u>. If Beneficiary fails to comply with this <u>Section 3.04</u> in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the Nevada Uniform Commercial Code (or under the Uniform Commercial Code, enforced from time to time, in any other state to the extent the same is the applicable law).

- (c) The proceeds of any sale under <u>Section 3.04(a)</u> shall be applied in Beneficiary's sole discretion to the extent not inconsistent with Nevada law.
- (d) After the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the terms hereof shall not operate to release Trustor until full payment of the Secured Obligations and any deficiency has been indefeasibly made to Beneficiary in cash.
- (e) Beneficiary may comply with any applicable state or federal law or regulatory requirements in connection with a disposition of the Personal Property and such compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Personal Property.
- (f) After the occurrence and during the continuance of an Event of Default, Beneficiary may sell the Personal Property without giving any warranties as to such property, and may specifically disclaim any warranties of title, merchantability, fitness for a particular purpose or the like, and this procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Personal Property. Trustor acknowledges that a private sale of the Personal Property may result in less proceeds than a public sale.
- (g) Trustor acknowledges that the Personal Property may be sold under <u>Section 3.04(a)</u> at a loss to Trustor and that, in such event, Beneficiary shall have no liability or responsibility to Trustor for such loss.

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

- 3.05 <u>Security Agreement</u>. This Deed of Trust constitutes and shall be deemed to be a "**security agreement**" for all purposes of the Nevada Uniform Commercial Code and Beneficiary shall be entitled to all the rights and remedies of a "**secured party**" under the Nevada Uniform Commercial Code.
- 3.06 <u>Fixture Filing</u>. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing under the Nevada Uniform Commercial Code. As a fixture filing this Deed of Trust covers all assets of the Trustor, whether now owned or hereafter acquired or arising and wherever located. In addition, a carbon,

photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder. For this purpose, the following information is given:

(a) Name and address of Debtor:

RUBY HILL MINING COMPANY, LLC c/o i-80 Gold Corp.
5190 Neil Road – Suite 460
Reno, NV 89502
Attention: Ryan Snow

(b) Type of Organization: limited liability company

(c) Organizational Number: Nevada E0525262015-5

(d) Name and address of Secured Party:

OMF Fund III (F) Ltd. c/o Maples Group PO Box 309 Ugland House Grand Cayman KY1-1104

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

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

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

permitted by law, Trustor hereby ratifies and affirms all acts said attorneys-in-fact shall lawfully do, have done in the past, or caused to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

# ARTICLE 4 REMEDIES UPON DEFAULT

- 4.01 <u>Events of Default</u>. The occurrence of any default or event of default under the Orion/i-80 Agreements or this Deed of Trust shall be an event of default under this Deed of Trust (each an "**Event of Default**").
- 4.02 <u>Remedies Upon Event of Default</u>. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Secured Obligations immediately due and payable without any presentment, demand, protest or notice of any kind, subject to Nevada Revised Statutes Section 107.080. In addition, upon the occurrence of any Event of Default, Trustee and Beneficiary shall have the following rights and remedies in <u>Sections 4.03</u> through <u>4.10</u>.

Notwithstanding the foregoing, Trustee and Beneficiary shall have all powers, rights and remedies under applicable law, whether or not specifically or generally granted or described in this Deed of Trust, including, without limitation, all rights and remedies of an assignee of rents under the Uniform Assignment of Rents Act, Nevada Revised Statutes Chapter 107A. Nothing contained herein shall be construed to impair or to restrict such powers, rights and remedies or to preclude any procedures or process otherwise available to trustees or beneficiaries under deeds of trust in the State of Nevada. Trustee and Beneficiary, and each of them, shall be entitled to enforce the payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or the Orion/i-80 Agreements or under any other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of the indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers contained herein, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other rights or security now or hereafter held by Trustee or Beneficiary. Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other rights or security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy contained herein or by law provided or permitted, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Every power or remedy given by the Orion/i-80 Agreements and this Deed of Trust, to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. By exercising or by failing to exercise any right, option or election hereunder, Beneficiary shall not be deemed to have waived any provision hereof or to have released Trustor from any of the obligations secured hereby unless

such waiver or release is in writing and signed by Beneficiary.

- 4.03 Entry; Appointment of Receiver. After the occurrence and during the continuance of an Event of Default, Beneficiary in person or by agent or by court-appointed receiver may, at its option, without any action on its part being required, without in any way waiving such Event of Default, with or without the appointment of a receiver, or an application therefore:
- (a) Take possession of the Trust Estate or any part thereof and conduct tests of, manage or hire a manager to manage, lease, operate and sell or convey all or any part of the Trust Estate, on such terms and for such period of time as Beneficiary or a court-appointed receiver may deem proper, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Beneficiary;
- (b) With or without taking possession of the Trust Estate, collect and receive all Rents, notify tenants under the Leases or any other parties in possession of the Trust Estate to pay Rents directly to Beneficiary, its agent or a court-appointed receiver and apply such Rents to the payment of:
- (i) all costs and expenses incident to taking and retaining possession of the Trust Estate (including the cost of any receivership), management and operation of the Trust Estate, keeping the Trust Estate properly insured and all alterations, renovations, repairs and replacements to the Trust Estate;
- (ii) all taxes, charges, fees, claims, assessments, and any other liens which may be prior in lien or payment to this Deed of Trust and the Orion/i-80 Agreements and premiums for insurance, with interest on all such items; and
- (iii) the indebtedness secured hereby together with all costs and attorneys' fees, in such order or priority as to any of such items as Beneficiary in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding;
  - (c) Exclude Trustor, its agents and servants, wholly from the Trust Estate;
- (d) Take possession of all the books, papers and accounts of Trustor relating to the Trust Estate, at the expense of Trustor;
- (e) Commence, appear in and/or defend any action or proceedings purporting to affect the interests, rights, powers or duties of Beneficiary hereunder, whether brought by or against Trustor or Beneficiary; and
- (f) Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Beneficiary may affect or appear to affect the interest of Beneficiary or the rights, powers and/or duties of Beneficiary hereunder.

Trustee or Beneficiary, as a matter of right with or without notice to Trustor or anyone claiming under it and without regard to the then value of the Trust Estate or the interest of Trustor

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

The receipt by Beneficiary of any Rents pursuant to this Deed of Trust after the institution of foreclosure or other proceedings under this Deed of Trust (other than payment constituting payment in full of the outstanding Secured Obligations) shall not cure any such Event of Default or affect such proceedings or any sale pursuant thereto. After deducting the expenses and amounts stated above in this Section 4.03, as well as just and reasonable compensation for all Beneficiary's employees and other agents (including, without limitation, reasonable and actual attorneys' fees and management and rental commissions) engaged and employed, the moneys remaining, at the option of Beneficiary, may be applied to the Secured Obligations. Whenever all amounts due under the Orion/i-80 Agreements and under this Deed of Trust shall have been indefeasibly paid in full to Beneficiary and all Events of Default have been cured and any such cure has been accepted by Beneficiary, Beneficiary shall surrender possession to Trustor. The same right of entry, however, shall exist if any subsequent Event of Default shall occur; provided, however, neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts referred to in this Section 4.03.

- 4.04 <u>Judicial Action</u>. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to enforce any of the covenants and agreements hereof. The Trust Estate may be foreclosed in parts or as an entirety to the extent permitted by law.
- 4.05 <u>Power of Sale</u>. After the occurrence and during the continuance of an Event of Default, Beneficiary may elect to cause the Trust Estate or any part thereof to be sold under the power of sale herein granted in any manner permitted by applicable law. If Beneficiary should elect to foreclose by exercise of the power of sale herein contained, Beneficiary will notify Trustee.

Upon receipt of such notice from Beneficiary, Trustee will cause to be recorded, mailed or delivered to Trustor such notice of default and election to sell as is then required by law and by this Deed of Trust. Trustee will, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale has been given as required by law, sell the Trust Estate at time and place of sale, in the County in which the Trust Estate is located, fixed by it in such notice of sale, either as a whole, or in separate lots or parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States payable at the time of sale. If the Trust Estate consists of more than one lot or parcel, the lots or parcels may be sold separately, together or in any combination, and in such order as Beneficiary determines, at the sole discretion of Beneficiary. Trustor waives

the right to direct the order in which the Trust Estate may be sold when it consists of more than one lot or parcel. Trustee will deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts will be conclusive proof of the truthfulness thereof. Any person, including without limitation the other Credit Parties, Trustor or Beneficiary, may purchase at such sale. Beneficiary may credit bid the amount of the Secured Obligations toward payment of the purchase price.

To the extent permitted by law, Trustee may postpone the sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or by subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any such notice of default at any time before Trustee's sale by executing a notice of rescission and recording the same. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any Event of Default, nor otherwise affect this Deed of Trust or the Orion/i-80 Agreements, or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

- 4.06 Rescission of Notice of Default. Beneficiary, from time to time before Trustee's sale, public sale or deed in lieu of foreclosure, may rescind any such notice of breach or default and of election to cause the Trust Estate to be sold by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale or such documents as may be required by the laws of the state in which the Real Property is located to effect such rescission. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or Event of Default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause the Trust Estate, including the Real Property, to be sold to satisfy the obligations hereof, nor otherwise affect any provision, agreement, covenant or condition of the Orion/i-80 Agreements or of this Deed of Trust or any of the rights, obligations or remedies of the parties hereunder.
- 4.07 <u>Beneficiary's Remedies Respecting Trust Estate</u>. After the occurrence and during the continuance of an Event of Default, Beneficiary may realize upon the Trust Estate, enforce and exercise all of Trustor's rights, powers, privileges and remedies in respect of the Trust Estate, dispose of or otherwise deal with the Trust Estate in such order as Beneficiary may in its discretion determine, and exercise any and all other rights, powers, privileges and remedies afforded to a secured party under the laws of the state in which the Real Property is located as well as all other rights and remedies available at law or in equity.
- 4.08 <u>Proceeds of Sales</u>. The proceeds of any sale(s) made under or by virtue of this Article 4, together with all other sums which then may be held by Trustee or Beneficiary under this Deed of Trust, whether under the provisions of this Article 4 or otherwise, shall be applied, subject to applicable law, as follows:

- (a) To the payment of the costs, fees and expenses of sale and of any judicial proceedings wherein the same may be made, including the cost of evidence of title in connection with the sale, compensation to Trustee and Beneficiary, and to the payment of all expenses, liabilities and advances made or incurred by Trustee under this Deed of Trust, together with interest on all advances made by Trustee at the Interest Rate, but limited to any maximum rate permitted by law to be charged by Trustee;
- (b) To the payment of any and all sums expended by Beneficiary under the terms hereof, not then repaid, with accrued interest at the Interest Rate, as determined by Beneficiary, and all other Secured Obligations required to be paid by Trustor pursuant to any provisions of this Deed of Trust or the Orion/i-80 Agreements, including, without limitation, all expenses, liabilities and advances made or incurred by Beneficiary under this Deed of Trust or in connection with the enforcement thereof, together with interest thereon as herein provided;
- (c) To the payment of the entire amount of then due, owing or unpaid Secured Obligations, and any other obligation secured hereby; and then
- (d) The remainder, if any, to the person or persons, including Trustor, legally entitled thereto.

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

- (a) Trustor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to direct the order in which any of the Trust Estate shall be sold in the event of any sale or sales pursuant hereto and to have any of the Trust Estate and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshaled upon any foreclosure of this Deed of Trust or of any other security for any of said indebtedness.
- (b) To the fullest extent permitted by law, Trustor, for itself and all who may at any time claim through or under it, hereby expressly waives, releases and renounces all rights of redemption from any foreclosure sale, all rights of homestead, exception, monitoring reinstatements, forbearance, appraisement, valuation, stay and all rights under any other laws which may be enacted extending the time for or otherwise affecting enforcement or collection of any instrument under the Orion/i-80 Agreements or this Deed of Trust.
- (c) To the fullest extent permitted by law, Trustor, for itself and all who may at any time claim through or under it, hereby expressly waives, releases and renounces all rights to assert any statutory or common law right of partition with respect to the Trust Estate and agrees not to assert any such right so long as this Deed of Trust is a lien on the Trust Estate.
- 4.10 <u>Remedies Cumulative</u>. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Trustee or Beneficiary

to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein. Every power and remedy given by this Deed of Trust to Trustee or Beneficiary may be exercised separately, successively or concurrently from time to time as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, Beneficiary, at its sole option, and without limiting or affecting any of its rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever rights and remedies it may have in connection with such other security or in such order as it may determine. Any application of any amounts or any portion thereof held by Beneficiary at any time as additional security or otherwise, to any indebtedness secured hereby shall not extend or postpone the due dates of any payments due from Trustor to Beneficiary hereunder or under the Orion/i-80 Agreements or change the amounts of any such payments or otherwise be construed to cure or waive any default or notice of default hereunder or invalidate any act done pursuant to any such default or notice.

# ARTICLE 5 MISCELLANEOUS

- 5.01 <u>Change, Discharge, Termination, or Waiver</u>. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under this Deed of Trust or the Orion/i-80 Agreements or under applicable law shall operate as a waiver thereof.
- 5.02 <u>Trustor Waiver of Rights</u>. Without limiting any other waivers herein and in addition to such waivers, Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisement before sale of any portion of the Trust Estate, (b) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created, (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of Nevada, and (d) all surety and other defenses Trustor may have or be able to assert by reason of the laws of the State of Nevada or otherwise.
- 5.03 <u>Reconveyance by Trustee</u>. Upon written request of Beneficiary stating that all Secured Obligations have been satisfied in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the Person or Persons, including Trustor, legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".
- 5.04 <u>Notices</u>. All notices, requests, demands or other communications pursuant hereunder shall be made at the addresses, in the manner and with the effect provided in Section 3.2 of the Orion/i-80 Agreements or at such other address as shall have been furnished in writing by

any party hereto to the party required to give notice hereunder.

#### 5.05 Reserved.

- 5.06 <u>Captions and References</u>. The headings at the beginning of each article and section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to an article, a section or an exhibit is a reference to the respective article or section herein or exhibit hereto.
- 5.07 <u>Invalidity of Certain Provisions</u>. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid before the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.
- 5.08 <u>Subrogation</u>. To the extent that proceeds of the Secured Obligations are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.
- 5.09 <u>Attorneys' Fees</u>. If any or all of the Secured Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorneys' fees and expenses) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)), together with interest therein from the date of demand at the Interest Rate.
- 5.10 <u>Governing Law</u>. The laws of the State of Nevada shall govern the validity, construction, performance, effect and enforcement of this Deed of Trust without giving effect to conflict of law principles. Any procedures provided herein for remedies shall be modified and replaced with, where inconsistent with or required by, any procedures or requirements of the laws of the state in which the Real Property is located.
- 5.11 <u>Joint and Several Obligations</u>. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.
- 5.12 <u>Number and Gender</u>. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

- 5.13 <u>Counterparts</u>. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.
- 5.14 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall give written notice thereof to such tenant or subtenant.
- 5.15 <u>Integration</u>. This Deed of Trust contains the complete understanding and agreement of Trustor and Beneficiary with regard to the Secured Obligations and supersedes all prior representations, warranties, agreements, arrangements, understandings, and negotiations regarding the Secured Obligations.
- 5.16 <u>Binding Effect</u>. This Deed of Trust will be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns. Trustor may not delegate its obligations under this Deed of Trust.
- 5.17 <u>Time of the Essence</u>. Time is of the essence with regard to each provision of this Deed of Trust as to which time is a factor.
- 5.18 <u>Survival</u>. The representations, warranties, and covenants of the Trustor under this Deed of Trust shall survive the execution and delivery of the Deed of Trust and the grant of the rights to Beneficiary pursuant to the Orion/i-80 Agreements.
- 5.19 <u>Orion/i-80 Agreements Control</u>. This Deed of Trust and the Orion/i-80 Agreements are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Deed of Trust irreconcilably conflicts with a provision of the Orion/i-80 Agreements, the terms of the Orion/i-80 Agreements shall govern and control.
- 5.20 <u>Intended Agreement</u>. This Deed of Trust is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual and intended agreement of the parties. This Deed of Trust shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Deed of Trust or any exhibit thereto.

- 5.21 <u>Performance of Work</u>. In the event of a failure of the Trustor to perform any annual labor or improvement or timely provide evidence of the payment any annual maintenance fee or filing that may be required by law to prevent the forfeiture of any or all of the Mining Claims, including complying with the obligations of Section 1.15, Beneficiary may, without waiving any of Beneficiary's rights or remedies hereunder or under the Orion/i-80 Agreements, perform such obligations, including the annual labor or improvement or pay such annual maintenance fee and make such annual filings, and the amount expended for such purposes shall be secured by this Deed of Trust as part of the Secured Obligations.
- 5.22 <u>Trustee Provisions</u>. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law. The Trust created hereby is irrevocable by Trustor. Trustee, upon presentation to it of an affidavit signed by or on behalf of Beneficiary, setting forth any facts showing a default by Trustor under any of the terms or conditions of this Deed of Trust, is authorized to accept as true and conclusive all facts and statements in such affidavit and to act hereunder in complete reliance thereon. Except as may be required by applicable law, Trustee shall be under no obligation to notify any party hereof of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other deed of trust. The necessity of Trustee's making oath, filing inventory or giving bond as security for the execution of this Deed of Trust, as may now be or hereafter required by the laws of the state in which the Real Property is located, is hereby expressly waived.
- 5.23 <u>Waiver of Jury Trial</u>. TRUSTOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS DEED OF TRUST OR ANY CONDUCT, ACT OR OMISSION OF ANY PARTY HERETO OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH ANY OF THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.
- 5.24 <u>Statutory Incorporation</u>. Where not inconsistent with the above, the following covenants, Nos. 1, 2 (in amounts as provided in the Convertible Credit Agreement, A&R Gold Prepay Agreement and Silver Stream Agreement); 3; 4 (with interest at the default rate provided for in the Convertible Credit Agreement, A&R Gold Prepay Agreement and Silver Stream Agreement); 5; 6; 7 (a reasonable percentage); 8; and 9 of Nevada Revised Statutes Section 107.030 (or any successor provisions thereof) are hereby adopted and made part of this Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

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

RUBY HILL MINING COMPANY, LLC

Name Ryan Snow
Title 1/P Fire and Translation

STATE/PROVINCE OF Neveda

COUNTY/MUNICIPALITY OF Washer

State/Province of Neveda

State/Province of Neveda

State/Province of Neveda

State/Province of Neveda

On this 26th day of March, 2025, personally appeared before me, a Notary Public, Ruby HILL MINING COMPANY, LLC, a Nevada limited liability company, who acknowledged that he or she executed this instrument on behalf of said company.

Tyler Villanueva
Notary Public State of Nevada
Appointment No. 22-4930-02
My Appointment Expires March 14, 2026
Sea

My commission expires:

Morch 14th, 2026

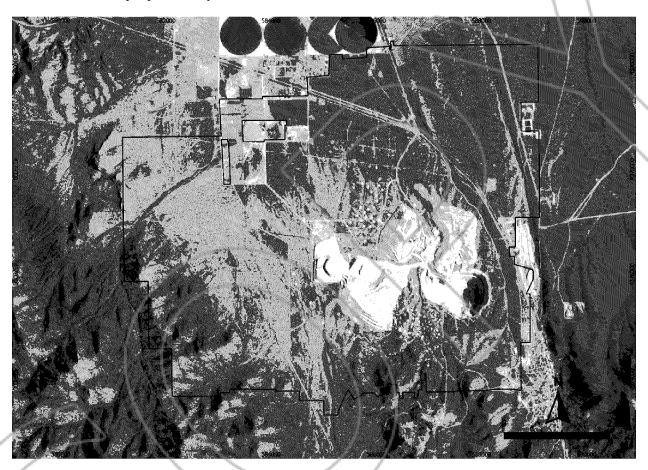
NOTURY PUBLIC, residing in

# **EXHIBIT A**

# FEE PROPERTY

# **Ruby Hill**

The Ruby Hill Project Real Property is depicted on the map below, which is not a survey and is for informational purposes only.



The Ruby Hill Project owned and leased fee lands and patented mining claims, all located in Eureka County, Nevada, are described below.

# A. Owned Patented Mining Claims

	76.						
Claim Name	MS#	Patent Number	Claim Type	Location	Acres	County	Company
ALABAMA	106	2075	Lode	19N 53E	6.89	Eureka	Ruby Hill Mining Company, LLC
BELLE OF THE WEST NO. 2	271	8024	Lode	19N 53E	6.54	Eureka	Ruby Hill Mining Company, LLC
BOWMAN	175	4228	Lode	19N 53E	4.59	Eureka	Ruby Hill Mining Company, LLC

Claim Name	MS#	Patent Number	Claim Type	Location	Acres	County	1
BULLWHACKER	51	1264	Lode	19N 53E	1.84	Eureka	Ruby Hill Mining Company, LLC
CENTRAL CONSOLIDATED	268	8066	Lode	19N 53E	13.59	Eureka	Ruby Hill Mining Company, LLC
CYANIDE	4686	17531	Lode	19N 53E		Eureka	Ruby Hill Mining Company, LLC
DEMOCRAT	310	20068	Lode	19N 53E	5.65	Eureka	Ruby Hill Mining Company, LLC
EUROPA CONSOL.	176	4622	Lode	19N 53E	18.34	Eureka	Ruby Hill Mining Company, LLC
FREDRIKA	269	7023	Lode	19N 53E	1.81	Eureka	Ruby Hill Mining Company, LLC
GENERAL LEE	120	2531	Lode	19N 53E	3.86	Eureka	Ruby Hill Mining Company, LLC
HERCULEAN	317	22274	Lode	19N 53E	6.88	Eureka	Ruby Hill Mining Company, LLC
HOLLY LODE	122	3850	Lode	19N 53E	5.61	Eureka	Ruby Hill Mining Company, LLC
HOOSAC	60	2115	Lode	19N 53E	3.21	Eureka	Ruby Hill Mining Company, LLC
HORIZONTAL	316	22273	Lode	19N 53E	4.71	Eureka	Ruby Hill Mining Company, LLC
LITTLE GIANT	192	4304	Lode	19N 53E		Eureka	Ruby Hill Mining Company, LLC
LONE PINE	4686	17531	Lode	19N 53E	5.97	Eureka	Ruby Hill Mining Company, LLC
MACON CITY	250	18853	Lode	19N 53E	6.11	Eureka	Ruby Hill Mining Company, LLC
MARGARITA	1946	40910	Lode	19N 53E	6.45	Eureka	Ruby Hill Mining Company, LLC
MEMBERS NO. 2	281	11490	Lode	19N 53E	6.75	Eureka	Ruby Hill Mining Company, LLC
MINER VA	292	9783	Lode	19N 53E	2.25	Eureka	Ruby Hill Mining Company, LLC
MORNING STAR	249	18852	Lode	19N 53E	15.47	Eureka	Ruby Hill Mining Company, LLC
ORIENTAL AND BELMONT	196	4511	Lode	19N 53E	11.2694	Eureka	Ruby Hill Mining Company, LLC
PORPHYRY	3596	179187	Lode	19N 53E	6.84	Eureka	Ruby Hill Mining Company, LLC
PRICE	228	4410	Lode	19N 53E	6.84	Eureka	Ruby Hill Mining Company, LLC
PRICE NO. 2	229	4411	Lode	19N 53E	5.58	Eureka	Ruby Hill Mining Company, LLC
PROTECTION	300	11552	Lode	19N 53E	14.4045	Eureka	Ruby Hill Mining Company, LLC
QUARTZITE	3596	179187	Lode	19N 53E	5.51	Eureka	Ruby Hill Mining Company, LLC
	BULL WHACKER CENTRAL CONSOLIDATED CYANIDE DEMOCRAT EUROPA CONSOL.  FREDRIKA GENERAL LEE HERCULEAN HOLLY LODE HOOSAC HORIZONTAL LITTLE GIANT LONE PINE MACON CITY MARGARITA MEMBERS NO. 2 MINER VA MORNING STAR ORIENTAL AND BELMONT PORPHYRY PRICE PRICE NO. 2 PROTECTION	BULL WHACKER  CENTRAL CONSOLIDATED  268  CYANIDE  4686  DEMOCRAT  EUROPA CONSOL.  176  FREDRIKA  269  GENERAL LEE  120  HERCULEAN  HOLLY LODE  HOOSAC  HORIZONTAL  LITTLE GIANT  192  LONE PINE  4686  MACON CITY  MARGARITA  1946  MEMBERS NO. 2  MINERVA  292  MORNING STAR  ORIENTAL AND BELMONT  PORPHYRY  PRICE  PRICE  228  PROTECTION  310	Claim Name         MS #         Number           BULL WHACKER         51         1264           CENTRAL CONSOLIDATED         268         8066           CYANIDE         4686         17531           DEMOCRAT         310         20068           EUROPA CONSOL.         176         4622           FREDRIKA         269         7023           GENERAL LEE         120         2531           HERCULEAN         317         22274           HOOLLY LODE         122         3850           HOOIZONTAL         316         22273           LITTLE GIANT         192         4304           LONE PINE         4686         17531           MACON CITY         250         18853           MARGARITA         1946         40910           MEMBERS NO. 2         281         11490           MINERVA         292         9783           MORNING STAR         249         18852           ORIENTAL AND BELMONT         196         4511           PORPHYRY         3596         179187           PRICE         228         4410           PRICE NO. 2         229         4411           PROTECTION	Claim Name         MS #         Number         Type           BULL WHACKER         51         1264         Lode           CENTRAL CONSOLIDATED         268         8066         Lode           CYANIDE         4686         17531         Lode           DEMOCRAT         310         20068         Lode           EUROPA CONSOL.         176         4622         Lode           FREDRIKA         269         7023         Lode           GENERAL LEE         120         2531         Lode           HERCULEAN         317         22274         Lode           HOOLLY LODE         122         3850         Lode           HOORZONTAL         316         22273         Lode           HORIZONTAL         316         22273         Lode           LITTLE GIANT         192         4304         Lode           LONE PINE         4686         17531         Lode           MACON CITY         250         18853         Lode           MEMBERS NO. 2         281         11490         Lode           MINERVA         292         9783         Lode           MORNING STAR         249         18852         Lode	Claim Name         MS #         Number         Type         Location           BULLWHACKER         51         1264         Lode         19N 53E           CENTRAL CONSOLIDATED         268         8066         Lode         19N 53E           CYANIDE         4686         17531         Lode         19N 53E           DEMOCRAT         310         20068         Lode         19N 53E           EUROPA CONSOL.         176         4622         Lode         19N 53E           FREDRIKA         269         7023         Lode         19N 53E           GENERAL LEE         120         2531         Lode         19N 53E           HERCULEAN         317         22274         Lode         19N 53E           HOOSAC         60         2115         Lode         19N 53E           HOORIZONTAL         316         22273         Lode         19N 53E           LITTLE GIANT         192         4304         Lode         19N 53E           LONE PINE         4686         17531         Lode         19N 53E           MACON CITY         250         18853         Lode         19N 53E           MEMBERS NO. 2         281         11490         Lode	Claim Name         MS # Number         Type         Location         Acres           BULLWHACKER         51         1264         Lode         19N 53E         1.84           CENTRAL CONSOLIDATED         268         8066         Lode         19N 53E         13.59           CYANIDE         4686         17531         Lode         19N 53E         5.65           DEMOCRAT         310         20068         Lode         19N 53E         5.65           EUROPA CONSOL.         176         4622         Lode         19N 53E         18.34           FREDRIKA         269         7023         Lode         19N 53E         1.81           GENERAL LEE         120         2531         Lode         19N 53E         3.86           HERCULEAN         317         22274         Lode         19N 53E         5.61           HOOLY LODE         122         3850         Lode         19N 53E         5.61           HOOSAC         60         2115         Lode         19N 53E         4.71           LITTLE GIANT         192         4304         Lode         19N 53E         5.97           MACON CITY         250         18853         Lode         19N 53E <t< td=""><td>Claim Name         MS #         Number         Type         Location         Acres         County           BULLWHACKER         51         1264         Lode         19N 53E         1.84         Eureka           CENTRAL CONSOLIDATED         268         8066         Lode         19N 53E         13.59         Eureka           CYANIDE         4686         17531         Lode         19N 53E         5.65         Eureka           DEMOCRAT         310         20068         Lode         19N 53E         5.65         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         18.34         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         18.34         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         18.1         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         18.34         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         1.81         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         5.61         Eureka     <!--</td--></td></t<>	Claim Name         MS #         Number         Type         Location         Acres         County           BULLWHACKER         51         1264         Lode         19N 53E         1.84         Eureka           CENTRAL CONSOLIDATED         268         8066         Lode         19N 53E         13.59         Eureka           CYANIDE         4686         17531         Lode         19N 53E         5.65         Eureka           DEMOCRAT         310         20068         Lode         19N 53E         5.65         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         18.34         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         18.34         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         18.1         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         18.34         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         1.81         Eureka           EUROPA CONSOL         176         4622         Lode         19N 53E         5.61         Eureka </td

Claim Name	MS#	Patent Number	Claim Type	Location	Acres	County	Company
RACINE	89	2485	Lode	19N 53E	13.22	Eureka	Ruby Hill Mining Company, LLC
SILVER BILL AND DIAGONAL	255	9784	Lode	19N 53E	5.52	Eureka	Ruby Hill Mining Company, LLC
SILVER LICK AND BOBBIE BURNS CONSOL.	75	1770	Lode	19N 53E	4.59	Eureka	Ruby Hill Mining Company, LLC
SILVER WEST	131	2764	Lode	19N 53E	3.56	Eureka	Ruby Hill Mining Company, LLC
VERA CRUZ AND CALIFORNIA	76	1772	Lode	19N 53E	3.67	Eureka	Ruby Hill Mining Company, LLC
WIDE WEST	105	2193	Lode	19N 53E	6.78	Eureka	Ruby Hill Mining Company, LLC
WILLIAMSBERG	117	2618	Lode	19N 53E	9.58	Eureka	Ruby Hill Mining Company, LLC

#### B. Owned Surface Estate Land

Pursuant to Patent Number 27-2003-0098 dated August 5, 2003, the Ruby Hill Mining Company, LLC's predecessor in interest was granted a patent from the United States to the following land located in Eureka, Nevada containing 1644.94 acres, more or less, under APN 008-070-12:

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

Section 3, Lots 1-4, S1/2SE1/4, S1/2SW1/4;

Section 4, SE1/4SE1/4;

Section 9, E1/2NE1/4, E1/2SE1/4, W1/2NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4;

Section 10, Lots 1-4; N1/2, W1/2SW1/4, E1/2SE1/4, NW1/4SE1/4

Section 11, W1/2SW1/4;

Section 14, NW1/4NW1/4;

Section 15, Lots 1-6;

Section 16, NE1/4NE1/4.

**EXCEPTING AND RESERVING TO THE UNITED STATES:** 

- 1. A right-of-way for ditches or canals by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945); and
- 2. All mineral deposits shall be reserved to the United States, together with the right to prospect for, mine, and remove such deposits under applicable laws and regulations as the Secretary of the Interior may prescribe.

#### SUBJECT TO:

- 1. Valid existing rights; and
- 2. Those rights for waterline, well house, and booster pump station granted to Eureka County, its successors or assigns, by right-of-way No. N-48618, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

# C. Owned Agricultural Land and Residential Land

# Collingwood Ranch<sup>1</sup>

Homestake Mining Company of California acquired the Collingwood Ranch lands in Eureka County, Nevada by two deeds (1) Grant, Bargain and Sale Deed dated August 15, 1994, recorded August 22, 1994, Document 154739, which conveyed Parcel 1 in Parcel Map dated June 30, 1994, recorded July 6, 1994, Document 153395; and (2) Grant Bargain and Sale Deed dated September 10, 2009, recorded September 15, 2009, Document 213789, which conveyed Parcel 1 in Parcel Map dated June 30, 1994, recorded July 6, 1994, Document 153395, and which recited and excepted all oil and gas in and under the land as reserved by the United States of America in the patent for the land. The patent reserved oil and gas in all the lots described in the patent.

APN	Section	Township	Range	Description
007-410-09	32	20 North	53 East	Lots 3-5 and 9-12 (which is a portion of W1/2)

The following residential properties with street addresses in Eureka, Nevada (the "Residential Properties"):

Street Address	Assessor Parcel Number
100 Smith Street	001-081-05
611 Ridgetop Road	001-211-02

<sup>&</sup>lt;sup>1</sup> Pursuant to an Agricultural Lease (as amended from time to time) dated July 26, 2011 by and between the Ruby Hill Mining Company, LLC and John Minoletti, Fred Minoletti and Giovanni Minoletti (collectively, the "Lessees"), the Ruby Hill Mining Company, LLC leases the surface estate (but not the mineral estate) of this land (more specifically, Parcel "D" as depicted on the Parcel Map for Homestake Mining Company of California recorded in the Eureka County Recorder's records as document number 215547) to the Lessees for agricultural purposes

600/610 Sheridan Street	001-211-07
620 Sheridan Street	001-211-08
626 Sheridan Street	001-211-09

Street Address	Assessor Parcel Number
630 Sheridan Street	001-211-10
636 Sheridan Street	001-211-11
651 Sheridan Street	001-212-03
641/647 Sheridan Street	001-212-04
601/611 Sheridan Street	001-212-07
621 Sheridan Street	001-212-08
627 Sheridan Street	001-212-09
631 Sheridan Street	001-212-10
637 Sheridan Street	001-212-11
564 El Gato	007-397-12

#### D. Leased Private Land

Pursuant to a Lease Agreement with Option to Purchase dated November 9, 2017 by and between Valerie Jo Wood and Michael LeRoy Andersen, as Co-Trustees of the B.G. Andersen Family Trust, and the Ruby Hill Mining Company, LLC (the "Andersen Lease"), the Ruby Hill Mining Company, LLC controls 100% of the following real property situated in Eureka County, Nevada but not the Excluded Property and the Exceptions (each, as defined in the Andersen Lease):

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

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

The Ruby Hill Mining Company, LLC subleases the surface estate of the real property and water rights under the Andersen Lease to Mark Moyle Farms, LLC ("Mark Moyle") for agricultural purposes pursuant to an Agricultural Sublease Agreement dated April 17, 2018 by and between the Ruby Hill Mining Company, LLC and Mark Moyle (the "Andersen Sublease"). In the event the Ruby Hill Mining Company, LLC chooses to exercise its option to purchase under the Andersen Lease, Mark Moyle's rights under the Andersen Sublease continue uninterrupted under the same terms and conditions as outlined in the Andersen Sublease. Additionally, should the

Ruby Hill Mining Company, LLC exercise its option to purchase under the Andersen Lease and then subsequently elect to sell the leased property (the "Andersen Property") as a stand-alone sale, and not in connection with the sale, transfer or disposition of the Ruby Hill Mine, Mark Moyle holds a one-time right of first refusal to purchase the Andersen Property.

### E. OWNED WATER RIGHTS

Permit #	Cert. #/ Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA / AFS	Notes
18621	6233	Ruby <sup>-</sup> Hill Mining Company, LLC	03-07- 1960	Irrigation & Domestic	Underground	0.258	129.96	TCD 18621, 18622, 44621, 87223, 87224 & 87225 = 825.16 AFA (formerly Roger Allen water) will be partially changed by App 87223
18622	6234	Ruby Hill Mining Company, LLC	03-07- 1960	Irrigation & Domestic	Underground	0.006 AFA	1,96	TCD 18621, 18622, 44621, 87223, 87224 & 87225 = 825.16 (formerly Roger Allen water) will be partially changed by App 87224
19411	7025	Ruby Hill Mining Company, LLC	12-19- 1960	Irrigation & Domestic	Underground	1.760	384.00	
25820	12693	Ruby Hill Mining Company, LLC	10-05- 1970	Mining, Milling & Domestic	Underground	0.380	36.83	_
26658	9076	Ruby Hill Mining Company, LLC	04-10- 1972	Irrigation	Surface	9.400	2,359.64	
26659	9077	Ruby Hill Mining	04-10- 1972	Irrigation	Surface	9.400	2,359.64	

Permit #	Cert. #/ Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA / AFS	Notes
		Company, LLC					(	\
26706	9078	Ruby Hill Mining Company, LLC	05-08- 1972	Irrigation	Surface	5.400	1,280.00	-
26707	9079	Ruby Hill Mining Company, LLC	05-08- 1972	Irrigation	Surface	9.400	2,359.64	
26708	9080	Ruby Hill Mining Company, LLC	05-08- 1972	Irrigation	Surface	9.400	2,359.64	
44621	12228	Ruby Hill Mining Company, LLC	10-17- 1960	Irrigation & Domestic	Underground	1.664	825.16	TCD 18621, 18622, 44621, 87223, 87224 & 87225 = 825.16 AFA (formerly Roger Allen water)
68923	PER	Ruby Hill Mining Company, LLC	10-19- 1964	Irrigation & Domestic	Underground	1.073	236.00	
73204	PER	Ruby Hill Mining Company, LLC	12-19- 1960	Mining, Milling, & Domestic	Underground	0.100	16.00	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653,83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
77447	PER	Ruby Hill Mining Company, LLC	03-29- 1957	Mining, Milling, & Dewatering	Underground	0.150	52.40	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229,

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

Permit	Cert. #/ Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA / AFS	Notes
								& 85647 = 2,111.252 AFA
79707	PER	Ruby Hill Mining Company, LLC	10-19- 1964	Mining, Milling, & Dewatering	Underground	0.050	3.00	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
83501	PER	Ruby Hill Mining Company, LLC	10-19- 1964	Mining, Milling, Dewatering & Domestic	Underground	0.014	10.00	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
83502	PER	Ruby Hill Mining Company, LLC	10-19- 1964	Mining, Milling, & Dewatering	Underground	0.100	55.20	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA

Permit	Cert. #/ Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA / AFS	Notes
83505	PER	Ruby Hill Mining Company, LLC	02-22- 1965	Mining, Milling, & Dewatering	Underground	0.782	185.60	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
83506	PER	Ruby Hill Mining Company, LLC	03-29- 1957	Mining, Milling, & Dewatering	Underground	0,548	185.60	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504,83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
83507	PER	Ruby Hill Mining Company, LLC	10-19- 1964	Mining, Milling, & Dewatering	Underground	0.186	134.80	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
85645	PER	Ruby Hill Mining Company, LLC	02-22- 1965	Mining, Milling, & Dewatering	Underground	1.527	362.80	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612,

Permit	Cert. #/ Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA / AFS	Notes
						\		81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
85646	PER	Ruby Hill Mining Company, LLC	12-19- 1960	Mining, Milling, & Dewatering	Underground	0.2013	65.00	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230,81612, 81653, 83501, 83502, 83503, 83504,83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
85647	PER	Ruby Hill Mining Company, LLC	10-19- 1964	Mining, Milling, & Dewatering	Underground	0.583	35.00	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
86794	PER	Ruby Hill Mining Company, LLC	03-07- 1960	Irrigation	Underground	3.198	744.8	TCD 86794, 18623 = 1,112.88 AFA
87223	PER	Ruby Hill Mining Company, LLC	03-07- 1960	Irrigation & Domestic	Underground	1.381	695.2	TCD 18621, 18622, 44621, 87223, 87224, 87225 = 825.16 AFA

Permit #	Cert. #/ Status	Water Right Owner	Priority Date	Use	Source	CFS	AFA / AFS	Notes
87224	PER	Ruby Hill Mining Company, LLC	03-07- 1960	Irrigation & Domestic	Underground	2.470	823.2	TCD 18621, 18622, 44621, 87223, 87224, 87225 = 825.16 AFA
87225	PER	Ruby Hill Mining Company, LLC	03-07- 1960	Irrigation & Domestic	Underground	2.976	726.76	TCD 18621, 18622, 44621, 87223, 87224, 87225 = 825.16 AFA

## F. Leased Water Rights

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

							(	81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507,
								85645, 85646, & 85647 = 2,111.252 AFA
								"Bliss Lease"
81229	PER	Chad D. and Rosie J. Bliss (leased to RHM)	06-06- 1960	Mining, Milling, & Dewatering	Underground	0.266	39.20	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
								"Bliss Lease"
81230	PER	Chad D. and Rosie J. Bliss (leased to RHM)	12-30- 1968	Mining, Milling, & Dewatering	Underground	0.198	32.80	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230,81612, 81653, 83501, 83502, 83503, 83504,83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
								"Bliss Lease"
83503	PER	Chad D. and Rosie J. Bliss (leased to RHM)	12-30- 1968	Mining, Milling, & Dewatering	Underground	0.500	162.84	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501,

							(	83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, &85647 = 2,111.252 AFA
83504	PER	Chad D. and Rosie J. Bliss (leased to RHM)	06-06- 1960	Mining, Milling, Dewatering & Domestic	Underground	0.677	100.00	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111.252 AFA
81612	PER	Gary G. & Melody I. Garaventa (Leased to RHM)	06-06- 1960	Mining, Milling, & Dewatering	Underground	0.915	222.50	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503, 83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111,252 AFA
			_					"Garaventa Lease"
81653	PER	Gary G. & Melody I. Garaventa (Leased to RHM)	06-06- 1960	Mining, Milling, & Dewatering	Underground	0.915	222.50	TCD 73204, 77447, 77449, 79705, 79706, 79707, 80797, 80799, 81229, 81230, 81612, 81653, 83501, 83502, 83503,

								83504, 83505, 83506, 83507, 85645, 85646, & 85647 = 2,111,252 AFA  "Garaventa Lease"
18242	6510	B.G. Andersen Trust Dated August 3, 2016 (Leased to RHM)	0 8-13 - 1959	Irrigation	Underground	3.000	1,280.00	TCD 18242 & 72370 = 1280.00 AFA "Andersen Lease"
72370	PER	Harlow B. and Bonnie GG. Andersen (Leased to RHM)	08-13- 1959	Irrigation	Underground	2.500	1,280.00	TCD 18242 & 72370 = 1280.00 AFA. PBU filed 4/13/2016 Andersen lease

The above water rights are leased by the Ruby Hill Mining Company, LLC pursuant to:

- a. That certain Water Right Lease Agreement dated December 1, 2014 by and between James P. and Monique Ithurralde, husband and wife, and Robert J. and Patricia Ithurralde, husband and wife, and Homestake Mining Company of California (the "Ithurralde Lease"), a memorandum of which is recorded in the Eureka County Recorder's records as document number 229161. In 2017, Chad and Rosie Bliss (collectively, the "Blisses") purchased the water rights under the Ithurralde Lease. The Blisses are the current lessors under the Ithurralde Lease;
- b That certain Water Right Lease Agreement effective March 13, 2012 by and between Gary G. and Melody I. Garaventa, husband and wife, and Homestake Mining Company of California, a memorandum of which is recorded in the Eureka County Recorder's records as document number 220153; and
- c. The Andersen Lease.

### G. Improvements

Improvements at the Ruby Hill Mine are assessed under APN 410-001-47.

[End]

# EXHIBIT B

## MINING CLAIMS

## A. OWNED UNPATENTED CLAIMS

The following unpatented mining claims in Eureka County, Nevada:

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
1.	MARCH 4	NMC704367	NV101496456	9/2/1994, Doc# 1994-155078	T19N, R53E, Sec 10, SE
2.	MARCH 5	NMC704368	NV101606765	9/2/1994, Doc# 1994-155079	T19N, R53E, Sec 10, SE
3.	MARCH 6	NMC704369	NV101479846	9/2/1994, Doc#1994-155080	T19N, R53E, Sec 10, SE
4.	MARCH 7	NMC704370	NV101607324	9/2/1994, Doc#1994-155081	T19N, R53E, Sec 14, NW
5.	MARCH 8	NMC704371	NV101479285	9/2/1994, Doc#1994-155082	T19N, R53E, Sec 10, SE
6.	MARCH 9	NMC704372	NV101731570	9/2/1994, Doc#1994-155083	T19N, R53E, Sec 10, SE
7.	MARCH 10	NMC704373	NV101480364	9/2/1994, Doc#1994-155084	T19N, R53E, Sec 10, SE
8.	MARCH 11	NMC704374	NV101407059	9/2/1994, Doc#1994-155085	T19N, R53E, Sec 10, NE
9.	AUGUST 3	NMC699751	NV101600687	5/25/1994, Doc# 1994-152666	T19N, R53E, Sec 3, SE
10.	AUGUST 4	NMC699752	NV101505752	5/25/1994, Doc# 1994-152667	T19N, R53E, Sec 3, SE
11.	AUGUST 5	NMC699753	NV101528331	5/25/1994, Doc# 1994-152668	T19N, R53E, Sec 3, SE
12.	AUGUST 6	NMC699754	NV101400766	5/25/1994, Doc# 1994-152669	T19N, R53E, Sec 3, SE
13.	AUGUST 8	NMC699756	NV101407761	5/25/1994, Doc# 1994-152671	T20N, R53E, Sec 34, SE

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
14.	AUGUST 9	NMC699757	NV101452631	5/25/1994, Doc# 1994-152672	T20N, R53E, Sec 34, SE
15.	SEPTEMBER 1	NMC699808	NV101731466	5/25/1994, Doc# 1994-152723	T19N, R53E, Sec 11, SE
16.	SEPTEMBER 2	NMC699809	NV101491467	5/25/1994, Doc# 1994-152724	T19N, R53E, Sec 11, SW
17.	SEPTEMBER 3	NMC699810	NV101732028	5/25/1994, Doc# 1994-152725	T19N, R53E, Sec 10, NE
18.	SEPTEMBER 5	NMC699811	NV101496454	5/25/1994, Doc# 1994-152726	T19N, R53E, Sec 10, NE
19.	SEPTEMBER 6	NMC699812	NV101610155	5/25/1994, Doc# 1994-152727	T19N, R53E, Sec 11, NW
20.	SEPTEMBER 7	NMC699813	NV101526875	5/25/1994, Doc# 1994-152728	T19N, R53E, Sec 11, SE
21.	SEPTEMBER 8	NMC699814	NV101347489	5/25/1994, Doc# 1994-152729	T19N, R53E, Sec 11, SE
22.	SEPTEMBER 9	NMC699815	NV101730636	5/25/1994, Doc# 1994-152730	T19N, R53E, Sec 11, SE
23.	SEPTEMBER 10	NMC699816	NV101300079	5/25/1994, Doc# 1994-152731	T19N, R53E, Sec 11, NW
24.	NOVEMBER 1	NMC699824	NV101405476	5/25/1994, Doc# 1994-152739	T19N, R53E, Sec 14, NE
25.	NOVEMBER 2	NMC699825	NV101492864	5/25/1994, Doc# 1994-152740	T19N, R53E, Sec 11, SE
26.	DECEMBER 7	NMC699818	NMC699818	5/25/1994, Doc# 1994-152733	T19N, R53E, Sec 14, NW
27.	DECEMBER 8	NMC699819	NMC699819	5/25/1994, Doc# 1994-152734	T19N, R53E, Sec 14, NE
28.	DECEMBER 9	NMC699820	NMC699820	5/25/1994, Doc# 1994-152735	T19N, R53E, Sec 14, NE

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
29.	DECEMBER 10	NMC699821	NMC699821	5/25/1994, Doc# 1994-152736	T19N, R53E, Sec 14, NE
30.	ADAMS HILL EXTENSION NO. 9	NMC699767	NV101495379	5/25/1994, Doc# 1994-152682	T19N, R53E, Sec 3, SW
31.	ADAMS HILL EXTENSION NO. 8	NMC699766	NV101348510	5/25/1994, Doc# 1994-152681	T19N, R53E, Sec 3, SW
32.	ADAMS HILL EXTENSION	NMC699758	NV101477458	5/25/1994, Doc# 1994-152673	T19N, R53E, Sec 10, NE
33.	ADAMS HILL EXTENSION NO. 1	NMC699759	NV101457035	5/25/1994, Doc# 1994-152674	T19N, R53E, Sec 10, NE
34.	ADAMS HILL EXTENSION NO. 2	NMC699760	NV101301002	5/25/1994, Doc# 1994-152675	T19N, R53E, Sec 10, NE
35.	ADAMS HILL EXTENSION NO.	NMC699761	NV101457070	5/25/1994, Doc# 1994-152676	T19N, R53E, Sec 10, NE
36.	ADAMS HILL EXTENSION NO. 4	NMC699762	NV101302842	5/25/1994, Doc# 1994-152677	T19N, R53E, Sec 3, SW
37.	ADAMS HILL EXTENSION NO. 5	NMC699763	NV101730559	5/25/1994, Doc# 1994-152678	T19N, R53E, Sec 3, SW
38.	ADAMS HILL EXTENSION NO. 6	NMC699764	NV101347287	5/25/1994, Doc# 1994-152679	T19N, R53E, Sec 3, SW
39.	ADAMS HILL EXTENSION NO. 7	NMC699765	NV101509207	5/25/1994, Doc# 1994-152680	T19N, R53E, Sec 3, SE
40.	ADAMS HILL EXTENSION NO. 10	NMC699768	NV101301119	5/25/1994, Doc# 1994-152683	T19N, R53E, Sec 10, NE

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
41.	ARC 1	NMC699827	NV101605593	5/25/1994, Doc# 1994-152742	T19N, R53E, Sec 9, SE
42.	ARC 10	NMC699836	NV101522857	5/25/1994, Doc# 1994-152751	T19N, R53E, Sec 16, NE
43.	ARC 11	NMC699837	NV102521199	5/25/1994, Doc# 1994-152752	T19N, R53E, Sec 9, SE
44.	ARC 12	NMC699838	NV101732005	5/25/1994, Doc# 1994-152753	T19N, R53E, Sec 16, NE
45.	ARC 13	NMC699839	NV101459813	5/25/1994, Doc# 1994-152754	T19N, R53E, Sec 9, SE
46.	ARC 14	NMC699840	NV101731844	5/25/1994, Doc# 1994-152755	T19N, R53E, Sec 15, NW
47.	ARC 15	NMC699841	NV101496261	5/25/1994, Doc# 1994-152756	T19N, R53E, Sec 10, SW
48.	ARC 16	NMC699842	NV101602638	5/25/1994, Doc# 1994-152757	T19N, R53E, Sec 15, NW
49.	ARC 17	NMC699843	NV101459771	5/25/1994, Doc# 1994-152758	T19N, R53E, Sec 10, SW
50.	ARC 18	NMC699844	NV101303051	5/25/1994, Doc# 1994-152759	T19N, R53E, Sec 15, NW
51.	ARC 19	NMC699845	NV101498229	5/25/1994, Doc# 1994-152760	T19N, R53E, Sec 10, SW
52.	ARC 2	NMC699828	NV101403348	5/25/1994, Doc# 1994-152743	T19N, R53E, Sec 10, SW
53.	ARC 20	NMC699846	NV101347492	5/25/1994, Doc# 1994-152761	T19N, R53E, Sec 15, NW
54.	ARC 21	NMC699847	NV101503259	5/25/1994, Doc# 1994-152762	T19N, R53E, Sec 10, SW
55.	ARC 22	NMC699848	NV101457678	5/25/1994, Doc# 1994-152763	T19N, R53E, Sec 15, NW

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56.	ARC 23	NMC699849	NV101506932	5/25/1994, Doc# 1994-152764	T19N, R53E, Sec 10, SE
57.	ARC 24	NMC699850	NV101407060	5/25/1994, Doc# 1994-152765	T19N, R53E, Sec 15, NE
58.	ARC 25	NMC699851	NV101509429	5/25/1994, Doc# 1994-152766	T19N, R53E, Sec 15, NE
59.	ARC 26	NMC699852	NV101401281	5/25/1994, Doc# 1994-152767	T19N, R53E, Sec 15, NE
60.	ARC 27	NMC699853	NV101454374	5/25/1994, Doc# 1994-152768	T19N, R53E, Sec 15, NE
61.	ARC 28	NMC699854	NV101401847	5/25/1994, Doc# 1994-152769	T19N, R53E, Sec 15, NE
62.	ARC 29	NMC699855	NV101456797	5/25/1994, Doc# 1994-152770	T19N, R53E, Sec 15, NE
63.	ARC 3	NMC699829	NV101345601	5/25/1994, Doc# 1994-152744	T19N, R53E, Sec 9, SW
64.	ARC 30	NMC699856	NV101405479	5/25/1994, Doc# 1994-152771	T19N, R53E, Sec 15, NE
65.	ARC 31	NMC699857	NV101603186	5/25/1994, Doc# 1994-152772	T19N, R53E, Sec 15, NE
66.	ARC 32	NMC699858	NV101402649	5/25/1994, Doc# 1994-152773	T19N, R53E, Sec 14, NW
67.	ARC 33	NMC699859	NV101605961	5/25/1994, Doc# 1994-152774	T19N, R53E, Sec 14, NW
68.	ARC 34	NMC699860	NV101479547	5/25/1994, Doc# 1994-152775	T19N, R53E, Sec 14, NW
69.	ARC 35	NMC699861	NV101505627	5/25/1994, Doc# 1994-152776	T19N, R53E, Sec 14, NW
70.	ARC 36	NMC699862	NV101600981	5/25/1994, Doc# 1994-152777	T19N, R53E, Sec 14, NW

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71.	ARC 37	NMC699863	NV101602378	5/25/1994, Doc# 1994-152778	T19N, R53E, Sec 14, NW
72.	ARC 38	NMC699864	NV101524683	5/25/1994, Doc# 1994-152779	T19N, R53E, Sec 14, NE
73.	ARC 39	NMC699865	NV101603789	5/25/1994, Doc# 1994-152780	T19N, R53E, Sec 15, SE
74.	ARC 4	NMC699830	NV101303315	5/25/1994, Doc# 1994-152745	T19N, R53E, Sec 16, NW
75.	ARC 40	NMC699866	NV101499910	5/25/1994, Doc# 1994-152781	T19N, R53E, Sec 15, SE
76.	ARC 41	NMC699867	NV101602877	5/25/1994, Doc# 1994-152782	T19N, R53E, Sec 15, SE
77.	ARC 43	NMC699869	NV101609158	5/25/1994, Doc# 1994-152784	T19N, R53E, Sec 16, NE
78.	ARC 44	NMC699870	NV101608266	5/25/1994, Doc# 1994-152785	T19N, R53E, Sec 16, NE
79.	ARC 45	NMC699871	NV101491005	5/25/1994, Doc# 1994-152786	T19N, R53E, Sec 16, SE
80.	ARC 46	NMC699872	NV101604952	5/25/1994, Doc# 1994-152787	T19N, R53E, Sec 16, NE
81.	ARC 47	NMC699873	NV101609040	5/25/1994, Doc# 1994-152788	T19N, R53E, Sec 16, SE
82.	ARC 48	NMC699874	NV101759505	5/25/1994, Doc# 1994-152789	T19N, R53E, Sec 15, NW
83.	ARC 49	NMC699875	NV101731703	5/25/1994, Doc# 1994-152790	T19N, R53E, Sec 15, SW
84.	ARC 5	NMC699831	NV101609526	5/25/1994, Doc# 1994-152746	T19N, R53E, Sec 9, SE
85.	ARC 50	NMC699876	NV101758266	5/25/1994, Doc# 1994-152791	T19N, R53E, Sec 15, NW

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86.	ARC 51	NMC699877	NV101345715	5/25/1994, Doc# 1994-152792	T19N, R53E, Sec 15, SW
87.	ARC 52	NMC699878	NV101731816	5/25/1994, Doc# 1994-152793	T19N, R53E, Sec 15, NW
88.	ARC 53	NMC699879	NV101500863	5/25/1994, Doc# 1994-152794	T19N, R53E, Sec 15, NW
89.	ARC 54	NMC699880	NV101491692	5/25/1994, Doc# 1994-152795	T19N, R53E, Sec 15, NW
90.	ARC 55	NMC699881	NV101345769	5/25/1994, Doc# 1994-152796	T19N, R53E, Sec 15, NE
91.	ARC 56	NMC699882	NV101497339	5/25/1994, Doc# 1994-152797	T19N, R53E, Sec 15, SW
92.	ARC 57	NMC699883	NV101457548	5/25/1994, Doc# 1994-152798	T19N, R53E, Sec 15, SW
93.	ARC 58	NMC699884	NV101300512	5/25/1994, Doc# 1994-152799	T19N, R53E, Sec 15, SW
94.	ARC 6	NMC699832	NV101301507	5/25/1994, Doc# 1994-152747	T19N, R53E, Sec 16, NE
95.	ARC 62	NMC713810	NV101303162	3/1/1995, Doc# 1995-157201	T19N, R53E, Sec 15, SE
96.	ARC 7	NMC699833	NV101607802	5/25/1994, Doc# 1994-152748	T19N, R53E, Sec 9, SE
97.	ARC 8	NMC699834	NV101522835	5/25/1994, Doc# 1994-152749	T19N, R53E, Sec 16, NE
98.	ARC 9	NMC699835	NV101604281	5/25/1994, Doc# 1994-152750	T19N, R53E, Sec 9, SE
99.	AUGUST #7	NMC705158	NV101493717	9/28/1994, Doc# 1994-155348	T19N, R53E, Sec 3, SE
100.	CUB	NMC699749	NV101478838	5/25/1994, Doc# 1994-152664	T19N, R53E, Sec 10, SW

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101.	CUB NO. 1	NMC699750	NV101500832	5/25/1994, Doc# 1994-152665	T19N, R53E, Sec 10, NW
102.	CYANIDE EXTENSION NO. 13	NMC699771	NV101478073	5/25/1994, Doc# 1994-152686	T21N, R53E, Sec 10, NW
103.	CYANIDE EXTENSION NO. 16	NMC699773	NV101496420	5/25/1994, Doc# 1994-152688	T19N, R53E, Sec 10, NW
104.	CYANIDE EXTENSION NO. 17	NMC699774	NV101606359	5/25/1994, Doc# 1994-152689	T19N, R53E, Sec 9, NE
105.	CYANIDE EXTENSION NO. 24	NMC699775	NV101497033	5/25/1994, Doc# 1994-152690	T19N, R53E, Sec 3, SW
106.	CYANIDE EXTENSION NO. 25	NMC699776	NV101732037	5/25/1994, Doc# 1994-152691	T19N, R53E, Sec 3, SW
107.	CYANIDE EXTENSION NO. 26	NMC699777	NV101478831	5/25/1994, Doc# 1994-152692	T19N, R53E, Sec 10, NW
108.	CYANIDE EXTENSION NO. 27	NMC699778	NV101603990	5/25/1994, Doc# 1994-152693	T19N, R53E, Sec 10, NW
109	CYANIDE EXTENSION NO. 7	NMC699769	NV101494340	5/25/1994, Doc# 1994-152684	T19N, R53E, Sec 10, SW
110.	CYANIDE NO. 14	NMC699772	NV101490725	5/25/1994, Doc# 1994-152687	T19N, R53E, Sec 9, NE
111.	CYANIDE NO. 8	NMC699770	NV101497304	5/25/1994, Doc# 1994-152685	T19N, R53E, Sec 9, SE
112.	ESPH 1	NMC1076732	NV101746403	8/28/2012, Doc# 2012-221033	T20N, R53E, Sec 31, NE
113.	ESPH 10	NMC1076741	NV101746412	8/28/2012, Doc# 2012-221042	T19N, R53E, Sec 6, SE

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114.	ESPH 11	NMC1076742	NV101746413	8/28/2012, Doc# 2012-221043	T19N, R53E, Sec 6, SE
115.	ESPH 12	NMC1076743	NV101746414	8/28/2012, Doc# 2012-221044	T19N, R53E, Sec 5, SW
116.	ESPH 13	NMC1076744	NV101746415	8/28/2012, Doc# 2012-221045	T19N, R53E, Sec 6, SE
117.	ESPH 14	NMC1076745	NV101746416	8/28/2012, Doc# 2012-221046	T19N, R53E, Sec 5, SW
118.	ESPH 15	NMC1076746	NV101746417	8/28/2012, Doc# 2012-221047	T19N, R53E, Sec 6, SE
119.	ESPH 16	NMC1076747	NV101746418	8/28/2012, Doc# 2012-221048	T19N, R53E, Sec 5, SW
120.	ESPH 17	NMC1076748	NV101746419	8/28/2012, Doc# 2012-221049	T19N, R53E, Sec 6, SE
121.	ESPH 18	NMC1076749	NV101746420	8/28/2012, Doc# 2012-221050	T19N, R53E, Sec 5, SW
122.	ESPH 19	NMC1076750	NV101746421	8/28/2012, Doc# 2012-221051	T19N, R53E, Sec 7, NE
123.	ESPH 2	NMC1076733	NV101746404	8/28/2012, Doc# 2012-221034	T20N, R53E, Sec 31, NE
124.	ESPH 20	NMC1076751	NV101747001	8/28/2012, Doc# 2012-221052	T19N, R53E, Sec 21, NE
125.	ESPH 21	NMC1076752	NV101747002	8/28/2012, Doc# 2012-221053	T19N, R53E, Sec 21, NE
126.	ESPH 22	NMC1076753	NV101747003	8/28/2012, Doc# 2012-221054	T19N, R53E, Sec 21, NE
127.	ESPH 23	NMC1076754	NV101747004	8/28/2012, Doc# 2012-221055	T19N, R53E, Sec 21, NE
128.	ESPH 24	NMC1076755	NV101747005	8/28/2012, Doc# 2012-221056	T19N, R53E, Sec 21, NE

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129.	ESPH 25	NMC1076756	NV101747006	8/28/2012, Doc# 2012-221057	T19N, R53E, Sec 21, NE
130.	ESPH 26	NMC1076757	NV101747007	8/28/2012, Doc# 2012-221058	T19N, R53E, Sec 21, NE
131.	ESPH 27	NMC1076758	NV101747008	8/28/2012, Doc# 2012-221059	T19N, R53E, Sec 21, NE
132.	ESPH 28	NMC1076759	NV101747009	8/28/2012, Doc# 2012-221060	T19N, R53E, Sec 21, NE
133.	ESPH 29	NMC1076760	NV101747010	8/28/2012, Doc# 2012-221061	T19N, R53E, Sec 21, SE
134.	ESPH 3	NMC1076734	NV101746405	8/28/2012, Doc# 2012-221035	T20N, R53E, Sec 31, SE
135.	ESPH 30	NMC1076761	NV101747011	8/28/2012, Doc# 2012-221062	T19N, R53E, Sec 21, SE
136.	ESPH 31	NMC1076762	NV101747012	8/28/2012, Doc# 2012-221063	T19N, R53E, Sec 21, SE
137.	ESPH 32	NMC1076763	NV101747013	8/28/2012, Doc# 2012-221064	T19N, R53E, Sec 21, SE
138.	ESPH 33	NMC1076764	NV101747014	8/28/2012, Doc# 2012-221065	T19N, R53E, Sec 21, SE
139.	ESPH 34	NMC1076765	NV101747015	8/28/2012, Doc# 2012-221066	T19N, R53E, Sec 21, SE
140.	ESPH 35	NMC1076766	NV101747016	8/28/2012, Doc# 2012-221067	T19N, R53E, Sec 21, SE
141.	ESPH 36	NMC1076767	NV101747017	8/28/2012, Doc# 2012-221068	T19N, R53E, Sec 21, SE
142.	ESPH 37	NMC1076768	NV101747018	8/28/2012, Doc# 2012-221069	T19N, R53E, Sec 21, NE
143.	ESPH 38	NMC1076769	NV101747019	8/28/2012, Doc# 2012-221070	T19N, R53E, Sec 21, NW

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144.	ESPH 39	NMC1076770	NV101747020	8/28/2012, Doc# 2012-221071	T19N, R53E, Sec 21, NE
145.	ESPH 4	NMC1076735	NV101746406	8/28/2012, Doc# 2012-221036	T20N, R53E, Sec 31, SE
146.	ESPH 40	NMC1076771	NV101747021	8/28/2012, Doc# 2012-221072	T19N, R53E, Sec 17, NW
147.	ESPH 41	NMC1076772	NV101747401	8/28/2012, Doc# 2012-221073	T19N, R53E, Sec 18, NE
148.	ESPH 42	NMC1076773	NV101747402	8/28/2012, Doc# 2012-221074	T19N, R53E, Sec 17, NW
149.	ESPH 43	NMC1076774	NV101747403	8/28/2012, Doc# 2012-221075	T19N, R53E, Sec 18, NE
150.	ESPH 44	NMC1076775	NV101747404	8/28/2012, Doc# 2012-221076	T19N, R53E, Sec 17, NW
151.	ESPH 45	NMC1076776	NV101747405	8/28/2012, Doc# 2012-221077	T20N, R52E, Sec 31, NW
152.	ESPH 46	NMC1076777	NV101747406	8/28/2012, Doc# 2012-221078	T20N, R52E, Sec 31, NW
153.	ESPH 47	NMC1076778	NV101747407	8/28/2012, Doc# 2012-221079	T20N, R52E, Sec 31, SW
154.	ESPH 48	NMC1076779	NV101747408	8/28/2012, Doc# 2012-221080	T20N, R52E, Sec 31, SW
155.	ESPH 49	NMC1076780	NV101747409	8/28/2012, Doc# 2012-221081	T20N, R52E, Sec 31, SW
156.	ESPH 5	NMC1076736	NV101746407	8/28/2012, Doc# 2012-221037	T20N, R53E, Sec 31, SE
157.	ESPH 50	NMC1076781	NV101747410	8/28/2012, Doc# 2012-221082	T20N, R52E, Sec 31, SW
158.	ESPH 51	NMC1076782	NV101747411	8/28/2012, Doc# 2012-221083	T20N, R52E, Sec 31, SW

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159.	ESPH 52	NMC1076783	NV101747412	8/28/2012, Doc# 2012-221084	T20N, R52E, Sec 31, SW
160.	ESPH 53	NMC1076784	NV101747413	8/28/2012, Doc# 2012-221085	T19N, R53E, Sec 06, SW
161.	ESPH 54	NMC1076785	NV101747414	8/28/2012, Doc# 2012-221086	T19N, R53E, Sec 06, SE
162.	ESPH 55	NMC1076786	NV101747415	8/28/2012, Doc# 2012-221087	T19N, R53E, Sec 06, SW
163.	ESPH 56	NMC1076787	NV101747416	8/28/2012, Doc# 2012-221088	T19N, R53E, Sec 06, SE
164.	ESPH 57	NMC1076788	NV101747417	8/28/2012, Doc# 2012-221089	T19N, R53E, Sec 06, SW
165.	ESPH 58	NMC1076789	NV101747418	8/28/2012, Doc# 2012-221090	T19N, R53E, Sec 06, SE
166.	ESPH 59	NMC1076790	NV101747419	8/28/2012, Doc# 2012-221091	T19N, R53E, Sec 06, SW
167.	ESPH 6	NMC1076737	NV101746408	8/28/2012, Doc# 2012-221038	T20N, R53E, Sec 31, SE
168.	ESPH 60	NMC1076791	NV101747420	8/28/2012, Doc# 2012-221092	T19N, R53E, Sec 06, SE
169.	ESPH 61	NMC1076792	NV101747421	8/28/2012, Doc# 2012-221093	T19N, R53E, Sec 06, SW
170.	ESPH 62	NMC1076793	NV101748001	8/28/2012, Doc# 2012-221094	T19N, R53E, Sec 06, SE
171.	ESPH 63	NMC1076794	NV101748002	8/28/2012, Doc# 2012-221095	T19N, R53E, Sec 07, NW
172.	ESPH 64	NMC1076795	NV101748003	8/28/2012, Doc# 2012-221096	T19N, R53E, Sec 07, NE
173.	ESPH 65	NMC1076796	NV101748004	8/28/2012, Doc# 2012-221097	T19N, R53E, Sec 07, NW

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174.	ESPH 66	NMC1076797	NV101748005	8/28/2012, Doc# 2012-221098	T19N, R53E, Sec 07, NE
175.	ESPH 67	NMC1076798	NV101748006	8/28/2012, Doc# 2012-221099	T19N, R53E, Sec 07, NW
176.	ESPH 68	NMC1076799	NV101748007	8/28/2012, Doc# 2012-221100	T19N, R53E, Sec 07, NE
177.	ESPH 69	NMC1076800	NV101748008	8/28/2012, Doc# 2012-221101	T19N, R53E, Sec 07, NW
178.	ESPH 7	NMC1076738	NV101746409	8/28/2012, Doc# 2012-221039	T20N, R53E, Sec 31, SE
179.	ESPH 70	NMC1076801	NV101748009	8/28/2012, Doc# 2012-221102	T19N, R53E, Sec 07, NE
180.	ESPH 71	NMC1076802	NV101748010	8/28/2012, Doc# 2012-221103	T19N, R53E, Sec 07, NW
181.	ESPH 72	NMC1076803	NV101748011	8/28/2012, Doc# 2012-221104	T19N, R53E, Sec 07, NE
182.	ESPH 73	NMC1076804	NV101748012	8/28/2012, Doc# 2012-221105	T19N, R53E, Sec 07, SW
183.	ESPH 74	NMC1076805	NV101748013	8/28/2012, Doc# 2012-221106	T19N, R53E, Sec 07, SE
184.	ESPH 75	NMC1076806	NV101748014	8/28/2012, Doc# 2012-221107	T19N, R53E, Sec 07, SE
185.	ESPH 76	NMC1076807	NV101748015	8/28/2012, Doc# 2012-221108	T19N, R53E, Sec 07, SE
186.	ESPH 77	NMC1076808	NV101748016	8/28/2012, Doc# 2012-221109	T19N, R53E, Sec 07, SE
187.	ESPH 78	NMC1076809	NV101748017	8/28/2012, Doc# 2012-221110	T19N, R53E, Sec 18, NE
188.	ESPH 79	NMC1076810	NV101748601	8/28/2012, Doc# 2012-221111	T19N, R53E, Sec 18, NE

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189.	ESPH 8	NMC1076739	NV101746410	8/28/2012, Doc# 2012-221040	T20N, R53E, Sec 31, SE
190.	ESPH 80	NMC1076811	NV101748602	8/28/2012, Doc# 2012-221112	T19N, R53E, Sec 18, NE
191.	ESPH 81	NMC1076812	NV101748603	8/28/2012, Doc# 2012-221113	T19N, R53E, Sec 18, NE
192.	ESPH 82	NMC1076813	NV101748604	8/28/2012, Doc# 2012-221114	T19N, R53E, Sec 31, NE
193.	ESPH 83	NMC1076814	NV101748605	8/28/2012, Doc# 2012-221115	T19N, R53E, Sec 05, SW
194.	ESPH 84	NMC1076815	NV101748606	8/28/2012, Doc# 2012-221116	T19N, R53E, Sec 17, NW
195.	ESPH 85	NMC1076816	NV101748607	8/28/2012, Doc# 2012-221117	T19N, R53E, Sec 17, SE
196.	ESPH 9	NMC1076740	NV101746411	8/28/2012, Doc# 2012-221041	T19N, R53E, Sec 06, SE
197.	HMC 11	NMC677967	NV101453362	4/19/1993, Doc# 1993-145254	T19N, R53E, Sec 10, NE
198.	HMC 12	NMC677968	NV101526222	4/19/1993, Doc# 1993-145253	T19N, R53E, Sec 03, SE
199.	HMC 15	NMC683512	NV101608332	1/8/1993, Doc# 1993-147359	T20N, R53E, Sec 32, NE
200.	HMC 16	NMC683513	NV101755214	11/8/1993, Doc# 1993-147360	T20N, R53E, Sec 28, SW
201.	HMC 17	NMC683514	NV101406065	11/8/1993, Doc# 1993-147361	T20N, R53E, Sec 32, NE
202.	HMC 18	NMC683515	NV101345728	11/8/1993, Doc# 1993-147362	T20N, R53E, Sec 32, NE
203.	HMC 19	NMC683516	NV101407895	11/8/1993, Doc# 1993-147363	T20N, R53E, Sec 32, NE

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204.	HMC 20	NMC683517	NV101347198	11/8/1993, Doc# 1993-147364	T20N, R53E, Sec 29, SE
205.	HMC 21	NMC683518	NV101605346	11/8/1993, Doc# 1993-147365	T20N, R53E, Sec 29, SE
206.	HMC 22	NMC683519	NV101456640	11/8/1993, Doc# 1993-147366	T20N, R53E, Sec 29, SE
207.	HMC 23	NMC683520	NV101477393	11/8/1993, Doc# 1993-147367	T20N, R53E, Sec 28, SW
208.	HMC 24	NMC683521	NV101457855	11/8/1993, Doc# 1993-147368	T19N, R53E, Sec 09, NW
209.	HMC 33	NMC683522	NV101303807	11/8/1993, Doc# 1993-147355	T19N, R53E, Sec 34, NE
210.	HMC 34	NMC683523	NV101455988	11/8/1993, Doc# 1993-147356	T20N, R53E, Sec 34, NE
211.	HMC 35	NMC683524	NV101477128	11/8/1993, Doc# 1993-147357	T20N, R53E, Sec 34, SE
212.	HMC 36	NMC683525	NV101501847	11/8/1993, Doc# 1993-147369	T19N, R53E, Sec 09, NW
213.	HMC 37	NMC683526	NV101478523	11/8/1993, Doc# 1993-147370	T20N, R53E, Sec 27, SW
214.	HMC 38	NMC683527	NV101500687	11/8/1993, Doc# 1993-147371	T20N, R53E, Sec 27, NW
215.	HOLLY 2	NMC699781	NV101755210	5/25/1994, Doc# 1994-152696	T19N, R53E, Sec 10, SE
216.	НОРЕ	NMC699711	NV101540908	5/25/1994, Doc# 1994-152626	T19N, R53E, Sec 9, SE
217.	HOPE # 12	NMC705157	NV101455630	9/28/1994, Doc# 1994-155347	T19N, R53E, Sec 4, SE
218.	HOPE 1	NMC699712	NV101496750	5/25/1994, Doc# 1994-152627	T19N, R53E, Sec 9, SE

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219.	НОРЕ 10	NMC699721	NV101478087	5/25/1994, Doc# 1994-152636	T19N, R53E, Sec 4, SE
220.	HOPE 11	NMC699722	NV101343289	5/25/1994, Doc# 1994-152637	T19N, R53E, Sec 4, SE
221.	НОРЕ 13	NMC699724	NV101406577	5/25/1994, Doc# 1994-152639	T20N, R53E, Sec 33, SE
222.	НОРЕ 14	NMC699725	NV101502147	5/25/1994, Doc# 1994-152640	T20N, R53E, Sec 33, SE
223.	НОРЕ 15	NMC699726	NV101402741	5/25/1994, Doc# 1994-152641	T20N, R53E, Sec 33, SE
224.	НОРЕ 16	NMC699727	NV101451379	5/25/1994, Doc# 1994-152642	T20N, R53E, Sec 33, SE
225.	НОРЕ 17	NMC699728	NV101478930	5/25/1994, Doc# 1994-152643	T20N, R53E, Sec 33, SE
226.	НОРЕ 18	NMC699729	NV101458097	5/25/1994, Doc# 1994-152644	T20N, R53E, Sec 3, SE
227.	НОРЕ 19	NMC699730	NV101303664	5/25/1994, Doc# 1994-152645	T20N, R53E, Sec 3, SE
228.	НОРЕ 2	NMC699713	NV101460274	5/25/1994, Doc# 1994-152628	T19N, R53E, Sec 9, SE
229.	НОРЕ 20	NMC699731	NV101452334	5/25/1994, Doc# 1994-152646	T20N, R53E, Sec 34, SW
230.	HOPE 21	NMC699732	NV101304329	5/25/1994, Doc# 1994-152647	T20N, R53E, Sec 34, SW
231.	НОРЕ 3	NMC699714	NV101607643	5/25/1994, Doc# 1994-152629	T19N, R53E, Sec 9, SE
232.	НОРЕ 4	NMC699715	NV101459910	5/25/1994, Doc# 1994-152630	T19N, R53E, Sec 9, NE
233.	HOPE 5	NMC699716	NV101609665	5/25/1994, Doc# 1994-152631	T19N, R53E, Sec 9, NE

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234.	НОРЕ 6	NMC699717	NV101480205	5/25/1994, Doc# 1994-152632	T19N, R53E, Sec 9, NE
235.	НОРЕ 7	NMC699718	NV101731392	5/25/1994, Doc# 1994-152633	T19N, R53E, Sec 9, NE
236.	НОРЕ 8	NMC699719	NV101478702	5/25/1994, Doc# 1994-152634	T19N, R53E, Sec 4, SE
237.	НОРЕ 9	NMC699720	NV101503357	5/25/1994, Doc# 1994-152635	T19N, R53E, Sec 4, SE
238.	HOPE EXTENSION	NMC699733	NV101492092	5/25/1994, Doc# 1994-152648	T19N, R53E, Sec 9, SE
239.	HOPE EXTENSION 1	NMC699734	NV101606380	5/25/1994, Doc# 1994-152649	T19N, R53E, Sec 9, SE
240.	HOPE EXTENSION 10	NMC699743	NV101494621	5/25/1994, Doc# 1994-152658	T19N, R53E, Sec 4, SE
241.	HOPE EXTENSION 11	NMC699744	NV101521442	5/25/1994, Doc# 1994-152659	T19N, R53E, Sec 4, SW
242.	HOPE EXTENSION 12	NMC699745	NV101460280	5/25/1994, Doc# 1994-152660	T19N, R53E, Sec 4, SW
243.	HOPE EXTENSION 2	NMC699735	NV101460059	5/25/1994, Doc# 1994-152650	T19N, R53E, Sec 9, SE
244.	HOPE EXTENSION 3	NMC699736	NV101607798	5/25/1994, Doc# 1994-152651	T19N, R53E, Sec 9, NE
245.	HOPE EXTENSION 4	NMC699737	NV101752730	5/25/1994, Doc# 1994-152652	T19N, R53E, Sec 9, NE
246.	HOPE EXTENSION 5	NMC699738	NV101497758	5/25/1994, Doc# 1994-152653	T19N, R53E, Sec 9, NE
247.	HOPE EXTENSION 6	NMC699739	NV101751503	5/25/1994, Doc# 1994-152654	T19N, R53E, Sec 9, NE
248.	HOPE EXTENSION 7	NMC699740	NV101493908	5/25/1994, Doc# 1994-152655	T19N, R53E, Sec 9, NE

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249.	HOPE EXTENSION 8	NMC699741	NV101543511	5/25/1994, Doc# 1994-152656	T19N, R53E, Sec 4, SE
250.	HOPE EXTENSION 9	NMC699742	NV101497284	5/25/1994, Doc# 1994-152657	T19N, R53E, Sec 4, SE
251.	JANUARY	NMC699746	NV101607648	5/25/1994, Doc# 1994-152661	T19N, R53E, Sec 10, N
252.	JAY # 23	NMC705154	NV101479346	9/28/1994, Doc# 1994-155343	T19N, R53E, Sec 21, NW
253.	JAY # 25	NMC705155	NV101457241	9/28/1994, Doc# 1994-155344	T19N, R53E, Sec 16, SW
254.	JAY # 27	NMC705156	NV101479764	9/28/1994, Doc# 1994-155345	T19N, R53E, Sec 16, NW
255.	JAY 22	NMC699964	NV102520735	5/25/1994, Doc# 1994-152879	T19N, R53E, Sec 21, NE
256.	JAY 24	NMC699966	NV101301566	5/25/1994, Doc# 1994-152881	T19N, R53E, Sec 16, SE
257.	JAY 26	NMC699968	NV101302980	5/25/1994, Doc# 1994-152883	T19N, R53E, Sec 16, NE
258.	JULY NO. 1	NMC699747	NV101495552	5/25/1994, Doc# 1994-152662	T19N, R53E, Sec 10, SW
259.	JULY NO. 2	NMC699748	NV101606789	5/25/1994, Doc# 1994-152663	T19N, R53E, Sec 10, NW
260.	LH - 1	NMC483711	NV101503328	6/13/1988, Doc# 1988-118970	T20N, R53E, Sec 28, SW
261.	LH - 2	NMC483712	NV101610097	6/13/1988, Doc# 1988-118971	T20N, R53E, Sec 33, NW
262.	LH - 3	NMC483713	NV101459034	6/13/1988, Doc# 1988-118972	T20N, R53E, Sec 28, SW
263.	LH - 4	NMC483714	NV101455900	6/13/1988, Doc# 1988-118973	T20N, R53E, Sec 33, NW

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264.	LH - 5	NMC483715	NV101456313	6/13/1988, Doc# 1988-118974	T20N, R53E, Sec 28, SW
265.	LH - 6	NMC483716	NV101459653	6/13/1988, Doc# 1988-118975	T20N, R53E, Sec 33, NW
266.	LH - 7	NMC483717	NV101606575	6/13/1988, Doc# 1988-118976	T20N, R53E, Sec 28, SW
267.	LH - 8	NMC483718	NV101520516	6/13/1988, Doc# 1988-118977	T20N, R53E, Sec 33, NW
268.	LH - 9	NMC483719	NV101730427	6/13/1988, Doc# 1988-118978	T20N, R53E, Sec 28, SE
269.	LH - 10	NMC483720	NV101756904	6/13/1988, Doc# 1988-118979	T20N, R53E, Sec 33, NE
270.	LH - 11	NMC483721	NV101346851	6/13/1988, Doc# 1988-118980	T20N, R53E, Sec 28, SE
271.	LH - 12	NMC483722	NV101543620	6/13/1988, Doc# 1988-118981	T20N, R53E, Sec 33, NE
272.	LH - 13	NMC483723	NV101751479	6/13/1988, Doc# 1988-118982	T20N, R53E, Sec 28, SE
273.	LH 130	NMC615733	NV101456572	12/21/1990, Doc# 1990-135016	T20N, R53E, Sec 32, NE
274.	LH 132	NMC615734	NV102520628	12/21/1990, Doc# 1990-135017	T20N, R53E, Sec 32, NE
275.	LH 134	NMC615735	NV101490673	12/21/1990, Doc# 1990-135018	T20N, R53E, Sec 32, NE
276.	LH 135	NMC615736	NV101301869	12/21/1990, Doc# 1990-135019	T20N, R53E, Sec 28, SW
277.	LH 136	NMC615737	NV101528235	12/21/1990, Doc# 1990-135020	T20N, R53E, Sec 28, SW
278.	LH 139	NMC615740	NV101405037	12/21/1990, Doc# 1990-135023	T20N, R53E, Sec 28, SW

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279.	LH - 14	NMC483724	NV102521297	6/13/1988, Doc# 1988-118983	T20N, R53E, Sec 33, NE
280.	LH 141	NMC615741	NV101506843	12/21/1990, Doc# 1990-135024	T20N, R53E, Sec 28, SW
281.	LH - 15	NMC483725	NV101751571	6/13/1988, Doc# 1988-118984	T20N, R53E, Sec 28, SE
282.	LH - 16	NMC483726	NV101348092	6/13/1988, Doc# 1988-118985	T20N, R53E, Sec 33, NE
283.	LH - 17	NMC483727	NV101605645	6/13/1988, Doc# 1988-118986	T20N, R53E, Sec 28, SE
284.	LH - 18	NMC483728	NV101301945	6/13/1988, Doc# 1988-118987	T20N, R53E, Sec 33, NE
285.	LH - 19	NMC483729	NV101609710	6/13/1988, Doc# 1988-118988	T20N, R53E, Sec 27, SW
286.	LH - 20	NMC483730	NV101405689	6/13/1988, Doc# 1988-118989	T20N, R53E, Sec 34, NW
287.	LH - 21	NMC483731	NV101730640	6/13/1988, Doc# 1988-118990	T20N, R53E, Sec 27, SW
288.	LH - 22	NMC483732	NV101403354	6/13/1988, Doc# 1988-118991	T20N, R53E, Sec 34, NW
289.	DH - 23	NMC483733	NV101493531	6/13/1988, Doc# 1988-118992	T20N, R53E, Sec 27, SW
290.	LH - 24	NMC483734	NV101522106	6/13/1988, Doc# 1988-118993	T20N, R53E, Sec 34, NE
291.	LH - 25	NMC483735	NV101496799	6/13/1988, Doc# 1988-118994	T20N, R53E, Sec 27, SE
292.	LH - 27	NMC483737	NV101454335	6/13/1988, Doc# 1988-118996	T20N, R53E, Sec 27, SE
293.	LH - 28	NMC483738	NV101402134	6/13/1988, Doc# 1988-118997	T20N, R53E, Sec 34, NE

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294.	LH - 29	NMC483739	NV101457363	6/13/1988, Doc# 1988-118998	T20N, R53E, Sec 27, SE
295.	LH - 30	NMC483740	NV101499483	6/13/1988, Doc# 1988-118999	T20N, R53E, Sec 34, NE
296.	LH - 31	NMC483741	NV101344471	6/13/1988, Doc# 1988-119000	T20N, R53E, Sec 26, SW
297.	LH - 32	NMC483742	NV101608229	6/13/1988, Doc# 1988-119001	T20N, R53E, Sec 34, NE
298.	LH - 33	NMC483743	NV101453569	6/13/1988, Doc# 1988-119002	T20N, R53E, Sec 26, SW
299.	LH - 34	NMC483744	NV101458066	6/13/1988, Doc# 1988-119003	T20N, R53E, Sec 35, NW
300.	LH - 35	NMC483745	NV101459040	6/13/1988, Doc# 1988-119004	T20N, R53E, Sec 26, SW
301.	LH - 36	NMC483746	NV101455907	6/13/1988, Doc# 1988-119005	T20N, R53E, Sec 35, NW
302.	LH - 37	NMC483747	NV101609775	6/13/1988, Doc# 1988-119006	T20N, R53E, Sec 33, NW
303.	LH - 38	NMC483748	NV101525913	6/13/1988, Doc# 1988-119007	T19N, R53E, Sec 4, SW
304.	DH - 39	NMC483749	NV101606580	6/13/1988, Doc# 1988-119008	T20N, R53E, Sec 33, NW
305.	LH - 40	NMC483750	NV101546076	6/13/1988, Doc# 1988-119009	T19N, R53E, Sec 4, SE
306.	LH - 41	NMC483751	NV101730464	6/13/1988, Doc# 1988-119010	T20N, R53E, Sec 33, NW
307.	LH - 42	NMC483752	NV101758239	6/13/1988, Doc# 1988-119011	T19N, R53E, Sec 4, SW
308.	LH - 43	NMC483753	NV101759462	6/13/1988, Doc# 1988-119012	T20N, R53E, Sec 33, SW

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309.	LH - 44	NMC483754	NV102520644	6/13/1988, Doc# 1988-119013	T19N, R53E, Sec 4, SE
310.	LH - 45	NMC483755	NV101752809	6/13/1988, Doc# 1988-119014	T20N, R53E, Sec 33, SE
311.	LH - 46	NMC483756	NV101347447	6/13/1988, Doc# 1988-119015	T19N, R53E, Sec 4, SE
312.	LH - 47	NMC483757	NV101607622	6/13/1988, Doc# 1988-119016	T20N, R53E, Sec 33, SE
313.	LH - 48	NMC483758	NV101350125	6/13/1988, Doc# 1988-119017	T20N, R53E, Sec 33, SE
314.	LH - 49	NMC483759	NV101606271	6/13/1988, Doc# 1988-119018	T20N, R53E, Sec 33, SE
315.	LH - 50	NMC483760	NV101400839	6/13/1988, Doc# 1988-119019	T20N, R53E, Sec 33, SE
316.	LH - 51	NMC483761	NV101730709	6/13/1988, Doc# 1988-119020	T20N, R53E, Sec 34, SW
317.	LH - 52	NMC483762	NV101403641	6/13/1988, Doc# 1988-119021	T20N, R53E, Sec 34, SW
318.	LH - 53	NMC483763	NV101547539	6/13/1988, Doc# 1988-119022	T20N, R53E, Sec 34, SE
319.	DH - 54	NMC483764	NV101406413	6/13/1988, Doc# 1988-119023	T20N, R53E, Sec 34, SE
320.	LH - 55	NMC483765	NV101479483	6/13/1988, Doc# 1988-119024	T20N, R53E, Sec 34, SE
321.	LH - 56	NMC483766	NV101407022	6/13/1988, Doc# 1988-119025	T20N, R53E, Sec 34, SE
322.	LH - 57	NMC483767	NV101492267	6/13/1988, Doc# 1988-119026	T20N, R53E, Sec 34, SE
323.	LH - 58	NMC483768	NV101406485	6/13/1988, Doc# 1988-119027	T20N, R53E, Sec 35, SW

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324.	LH - 59	NMC483769	NV101497332	6/13/1988, Doc# 1988-119028	T20N, R53E, Sec 35, SW
325.	LH - 60	NMC483770	NV101401750	6/13/1988, Doc# 1988-119029	T19N, R53E, Sec 2, SW
326.	LH - 61	NMC483771	NV101496359	6/13/1988, Doc# 1988-119030	T19N, R53E, Sec 2, SW
327.	LH - 62	NMC483772	NV101480072	6/13/1988, Doc# 1988-119031	T19N, R53E, Sec 2, SW
328.	LH - 63	NMC483773	NV101458281	6/13/1988, Doc# 1988-119032	T19N, R53E, Sec 2, SW
329.	LH - 64	NMC483774	NV101523833	6/13/1988, Doc# 1988-119033	T19N, R53E, Sec 2, SW
330.	LH - 65	NMC483775	NV101456285	6/13/1988, Doc# 1988-119034	T19N, R53E, Sec 2, SW
331.	LH - 66	NMC483776	NV101524472	6/13/1988, Doc# 1988-119035	T19N, R53E, Sec 3, SE
332.	LH - 67	NMC483777	NV101730557	6/13/1988, Doc# 1988-119036	T19N, R53E, Sec 10, NE
333.	LH - 68	NMC483778	NV101525318	6/13/1988, Doc# 1988-119037	T19N, R53E, Sec 3, SE
334.	LH - 69	NMC483779	NV101500639	6/13/1988, Doc# 1988-119038	T19N, R53E, Sec 10, NE
335.	LH - 70	NMC483780	NV101524700	6/13/1988, Doc# 1988-119039	T19N, R53E, Sec 2, SW
336.	LH - 71	NMC483781	NV101346813	6/13/1988, Doc# 1988-119040	T19N, R53E, Sec 10, NE
337.	LH - 72	NMC483782	NV101521090	6/13/1988, Doc# 1988-119041	T19N, R53E, Sec 2, SW
338.	LH - 73	NMC483783	NV101758205	6/13/1988, Doc# 1988-119042	T19N, R53E, Sec 11, NW

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339.	LH - 74	NMC483784	NV101480120	6/13/1988, Doc# 1988-119043	T19N, R53E, Sec 2, SW
340.	LH - 75	NMC483785	NV101548927	6/13/1988, Doc# 1988-119044	T19N, R53E, Sec 11, NW
341.	LH - 76	NMC483786	NV102520420	6/13/1988, Doc# 1988-119045	T19N, R53E, Sec 3, SE
342.	LH - 77	NMC483787	NV101608517	6/13/1988, Doc# 1988-119046	T19N, R53E, Sec 3, SE
343.	LH # 98	NMC606475	NV101477835	10/5/1990, Doc# 1990-133857	T20N, R53E, Sec 27, SE
344.	LH # 99	NMC606476	NV101301978	10/5/1990, Doc# 1990-133858	T20N, R53E, Sec 27, NE
345.	LH #100	NMC606477	NV101601361	10/5/1990, Doc# 1990-133859	T20N, R53E, Sec 27, SE
346.	LH #101	NMC606478	NV101304722	10/5/1990, Doc# 1990-133860	T20N, R53E, Sec 27, NE
347.	LH #102	NMC606479	NV101459164	10/5/1990, Doc# 1990-133861	T20N, R53E, Sec 27, SE
348.	LH #103	NMC606480	NV101407907	10/5/1990, Doc# 1990-133862	T20N, R53E, Sec 27, NE
349.	LH #104	NMC606481	NV101520421	10/5/1990, Doc# 1990-133863	T20N, R53E, Sec 27, SE
350.	LH #105	NMC606482	NV101407936	10/5/1990, Doc# 1990-133864	T20N, R53E, Sec 27, NE
351.	LH #106	NMC606483	NV101610026	10/5/1990, Doc# 1990-133865	T20N, R53E, Sec 27, SE
352.	LH #107	NMC606484	NV101526309	10/5/1990, Doc# 1990-133866	T20N, R53E, Sec 27, NE
353.	LH #108	NMC606485	NV101497262	10/5/1990, Doc# 1990-133867	T20N, R53E, Sec 27, SW

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354.	LH #109	NMC606486	NV101498858	10/5/1990, Doc# 1990-133868	T20N, R53E, Sec 27, NW
355.	LH #110	NMC606487	NV101496944	10/5/1990, Doc# 1990-133869	T20N, R53E, Sec 27, SW
356.	LH #111	NMC606488	NV101406324	10/5/1990, Doc# 1990-133870	T20N, R53E, Sec 27, NW
357.	LH #112	NMC606489	NV101456718	10/5/1990, Doc# 1990-133871	T20N, R53E, Sec 27, SW
358.	LH #113	NMC606490	NV101500011	10/5/1990, Doc# 1990-133872	T20N, R53E, Sec 28, SE
359.	LH #114	NMC606491	NV101341823	10/5/1990, Doc# 1990-133873	T20N, R53E, Sec 27, SW
360.	LH #115	NMC606492	NV101525344	10/5/1990, Doc# 1990-133874	T20N, R53E, Sec 28, SE
361.	LH #116	NMC606493	NV101343080	10/5/1990, Doc# 1990-133875	T20N, R53E, Sec 27, SW
362.	LH #117	NMC606494	NV101452174	10/5/1990, Doc# 1990-133876	T20N, R53E, Sec 28, SE
363.	LH #118	NMC606495	NV101546317	10/5/1990, Doc# 1990-133877	T20N, R53E, Sec 27, NW
364.	LH #119	NMC606496	NV101454430	10/5/1990, Doc# 1990-133878	T20N, R53E, Sec 28, SE
365.	LH #120	NMC606497	NV101454420	10/5/1990, Doc# 1990-133879	T20N, R53E, Sec 27, NW
366.	LH #140	NMC606498	NV101522244	10/5/1990, Doc# 1990-133880	T20N, R53E, Sec 27, SW
367.	LH 137 R	NMC832613	NV101383022	10/8/2002, Doc# 2002-178871	T20N, R53E, Sec 28, SW
368.	LH 138 R	NMC832614	NV101383023	10/8/2002, Doc# 2002-178872	T20N, R53E, Sec 28, SW

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369.	LH 78 A	NMC683528	NV101348244	11/8/1993, Doc# 1993-147372	T19N, R53E, Sec 33, SW
370.	LH 79 A	NMC683529	NV101491645	11/8/1993, Doc# 1993-147373	T19N, R53E, Sec 33, SW
371.	LH 80 A	NMC683530	NV101497751	11/8/1993, Doc# 1993-147374	T19N, R53E, Sec 4, SW
372.	LH 81 A	NMC683531	NV101543475	11/8/1993, Doc# 1993-147375	T20N, R53E, Sec 32, SE
373.	LH 82 A	NMC683532	NV101494478	11/8/1993, Doc# 1993-147376	T20N, R53E, Sec 4, NW
374.	LH 83 A	NMC683533	NV101543576	11/8/1993, Doc# 1993-147377	T20N, R53E, Sec 32, SE
375.	LH 84 A	NMC683534	NV101610117	11/8/1993, Doc# 1993-147378	T19N, R53E, Sec 5, SE
376.	LH 85 A	NMC683535	NV101494628	11/8/1993, Doc# 1993-147379	T20N, R53E, Sec 32, SE
377.	LH 86 A	NMC683536	NV101605478	11/8/1993, Doc# 1993-147380	T20N, R53E, Sec 5, NE
378.	LH 87 A	NMC683537	NV101496431	11/8/1993, Doc# 1993-147381	T20N, R53E, Sec 32, SE
379.	MARCH	NMC704363	NV101601160	9/2/1994, Doc# 1994-155074	T19N, R53E, Sec 14, NW
380.	MARCH # 1	NMC704364	NV101731456	9/2/1994, Doc# 1994-155075	T19N, R53E, Sec 14, NW
381.	MARCH # 2	NMC704365	NV101496255	9/2/1994, Doc# 1994-155076	T19N, R53E, Sec 11, SW
382.	MARCH #3	NMC704366	NV101732029	9/2/1994, Doc# 1994-155077	T19N, R53E, Sec 11, SW
383.	MARCH EXT	NMC704375	NV101509427	9/2/1994, Doc# 1994-155086	T19N, R53E, Sec 10, SE

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384.	MARCH EXT. 2	NMC699802	NV101349086	5/25/1994, Doc# 1994-152717	T19N, R53E, Sec 11, SE
385.	MARCH EXT. 3	NMC699803	NV101603606	5/25/1994, Doc# 1994-152718	T19N, R53E, Sec 11, SE
386.	MARCH EXT. 4	NMC699804	NV101522270	5/25/1994, Doc# 1994-152719	T19N, R53E, Sec 14, NE
387.	MARCH EXT. 5	NMC699805	NV101607904	5/25/1994, Doc# 1994-152720	T19N, R53E, Sec 14, NE
388.	MARCH EXT. 6	NMC699806	NV101526497	5/25/1994, Doc# 1994-152721	T19N, R53E, Sec 14, NE
389.	MARCH EXTENSION # 1	NMC704376	NV101400902	9/2/1994, Doc# 1994-155087	T19N, R53E, Sec 11, SE
390.	NOVEMBER	NMC699823	NV101456791	5/25/1994, Doc# 1994-152738	T19N, R53E, Sec 14, NE
391.	NOVEMBER FRACTION	NMC699826	NV101409319	5/25/1994, Doc# 1994-152741	T19N, R53E, Sec 14, NE
392.	OCTOBER FRACTION	NMC699822	NV101403298	5/25/1994, Doc# 1994-152737	T19N, R53E, Sec 14, NE
393.	PLS # 236	NMC676759	NV101605583	3/1/1993, Doc# 1993-144815	T19N, R53E, Sec 2, SW
394.	PLS#237	NMC676760	NV101600477	3/1/1993, Doc# 1993-144816	T20N, R53E, Sec 35, SW
395.	PLS # 238	NMC676761	NV101345423	3/1/1993, Doc# 1993-144817	T20N, R53E, Sec 35, SW
396.	PLS # 239	NMC676762	NV101478953	3/1/1993, Doc# 1993-144818	T20N, R53E, Sec 35, SW
397.	PLS # 240	NMC676763	NV101605051	3/1/1993, Doc# 1993-144819	T20N, R53E, Sec 35, SW
398.	PLS # 241	NMC676764	NV101523450	3/1/1993, Doc# 1993-144820	T20N, R53E, Sec 35, NW

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399.	PLS # 242	NMC676765	NV101602427	3/1/1993, Doc# 1993-144821	T20N, R53E, Sec 35, NW
400.	PLS # 243	NMC676766	NV101499446	3/1/1993, Doc# 1993-144822	T20N, R53E, Sec 35, NW
401.	PLS # 244	NMC676767	NV101605660	3/1/1993, Doc# 1993-144823	T20N, R53E, Sec 35, NW
402.	PLS # 245	NMC676768	NV101304429	3/1/1993, Doc# 1993-144824	T20N, R53E, Sec 26, SW
403.	PLS # 279	NMC771503	NV101527256	5/6/1997, Doc# 1997-166787	T19N, R53E, Sec 11, NE
404.	PLS # 281	NMC771504	NV101521107	5/6/1997, Doc# 1997-166788	T19N, R53E, Sec 11, NE
405.	PLS # 37	NMC676560	NV101348680	3/1/1993, Doc# 1993-144616	T20N, R53E, Sec 26, SW
406.	PLS # 38	NMC676561	NV101754324	3/1/1993, Doc# 1993-144617	T20N, R53E, Sec 26, SW
407.	PLS # 39	NMC676562	NV101347772	3/1/1993, Doc# 1993-144618	T20N, R53E, Sec 26, SW
408.	PLS # 40	NMC676563	NV101457244	3/1/1993, Doc# 1993-144619	T20N, R53E, Sec 26, SW
409.	PLS # 41	NMC676564	NV101304470	3/1/1993, Doc# 1993-144620	T20N, R53E, Sec 26, SW
410.	PLS # 42	NMC676565	NV101454651	3/1/1993, Doc# 1993-144621	T20N, R53E, Sec 26, NW
411.	PLS # 66	NMC676589	NV101454612	3/1/1993, Doc# 1993-144645	T19N, R53E, Sec 2, SE
412.	PLS # 67	NMC676590	NV101301060	3/1/1993, Doc# 1993-144646	T19N, R53E, Sec 2, SE
413.	PLS # 68	NMC676591	NV101455258	3/1/1993, Doc# 1993-144647	T20N, R53E, Sec 35, SE

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414.	PLS # 69	NMC676592	NV101301089	3/1/1993, Doc# 1993-144648	T20N, R53E, Sec 35, SE
415.	PLS # 70	NMC676593	NV101454355	3/1/1993, Doc# 1993-144649	T20N, R53E, Sec 35, SE
416.	PLS # 71	NMC676594	NV101347215	3/1/1993, Doc# 1993-144650	T20N, R53E, Sec 35, SE
417.	PLS # 72	NMC676595	NV101455716	3/1/1993, Doc# 1993-144651	T20N, R53E, Sec 35, SE
418.	PLS # 73	NMC676596	NV102520462	3/1/1993, Doc# 1993-144652	T20N, R53E, Sec 35, SE
419.	PLS # 74	NMC676597	NV101600408	3/1/1993, Doc# 1993-144653	T20N, R53E, Sec 35, SE
420.	PLS # 75	NMC676598	NV102521254	3/1/1993, Doc# 1993-144654	T20N, R53E, Sec 35, SE
421.	PLS # 76	NMC676599	NV101548762	3/1/1993, Doc# 1993-144655	T20N, R53E, Sec 35, NE
422.	PLS # 77	NMC676600	NV101300661	3/1/1993, Doc# 1993-144656	T20N, R53E, Sec 35, NE
423.	PLS # 78	NMC676601	NV101453598	3/1/1993, Doc# 1993-144657	T20N, R53E, Sec 35, NE
424.	PLS # 79	NMC676602	NV101305079	3/1/1993, Doc# 1993-144658	T20N, R53E, Sec 35, NE
425.	PLS # 80	NMC676603	NV101460038	3/1/1993, Doc# 1993-144659	T20N, R53E, Sec 35, NE
426.	PLS # 81	NMC676604	NV101606918	3/1/1993, Doc# 1993-144660	T20N, R53E, Sec 35, NE
427.	PLS # 82	NMC676605	NV101454095	3/1/1993, Doc# 1993-144661	T20N, R53E, Sec 35, NE
428.	PLS # 83	NMC676606	NV101602183	3/1/1993, Doc# 1993-144662	T20N, R53E, Sec 26, SE

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429.	PLS # 84	NMC676607	NV101542131	3/1/1993, Doc# 1993-144663	T20N, R53E, Sec 26, SE
430.	PLS # 85	NMC676608	NV101495633	3/1/1993, Doc# 1993-144664	T20N, R53E, Sec 26, SE
431.	PLS # 86	NMC676609	NV101540900	3/1/1993, Doc# 1993-144665	T20N, R53E, Sec 26, SE
432.	PLS # 87	NMC676610	NV101495077	3/1/1993, Doc# 1993-144666	T20N, R53E, Sec 26, SE
433.	PLS # 88	NMC676611	NV101752904	3/1/1993, Doc# 1993-144667	T20N, R53E, Sec 26, SE
434.	PLS # 89	NMC676612	NV101460168	3/1/1993, Doc# 1993-144668	T20N, R53E, Sec 26, SE
435.	PLS # 90	NMC676613	NV101491405	3/1/1993, Doc# 1993-144669	T20N, R53E, Sec 26, SE
436.	PLS # 91	NMC676614	NV101602143	3/1/1993, Doc# 1993-144670	T20N, R53E, Sec 26, SE
437.	PLS # 92	NMC676615	NV101490919	3/1/1993, Doc# 1993-144671	T20N, R53E, Sec 26, SE
438.	PLS # 93	NMC676616	NV101731681	3/1/1993, Doc# 1993-144672	T20N, R53E, Sec 26, NE
439.	PLS # 94	NMC676617	NV101479857	3/1/1993, Doc# 1993-144673	T20N, R53E, Sec 26, NE
440.	PLS 246	NMC676769	NV101730817	3/1/1993, Doc# 1993-144825	T20N, R53E, Sec 26, SW
441.	PLS 247	NMC676770	NV101604650	3/1/1993, Doc# 1993-144826	T20N, R53E, Sec 27, NW
442.	PLS 248	NMC676771	NV101490461	3/1/1993, Doc# 1993-144827	T20N, R53E, Sec 27, NE
443.	PLS 255	NMC676778	NV101731067	3/1/1993, Doc# 1993-144834	T20N, R53E, Sec 26, NW

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444.	PLS 264	NMC676787	NV101730525	3/1/1993, Doc# 1993-144843	T20N, R53E, Sec 27, NW
445.	PLS 265	NMC682320	NV101607358	10/14/1993, Doc# 1993-146947	T19N, R53E, Sec 2, SE
446.	PLS 266	NMC682321	NV101478876	10/14/1993, Doc# 1993-146948	T19N, R53E, Sec 2, SE
447.	PLS 267	NMC682322	NV101608954	10/14/1993, Doc# 1993-146949	T19N, R53E, Sec 2, SE
448.	PLS 268	NMC682323	NV101480177	10/14/1993, Doc# 1993-146950	T19N, R53E, Sec 2, SE
449.	PLS 269	NMC682324	NV101455115	10/14/1993, Doc# 1993-146951	T19N, R53E, Sec 2, SE
450.	PLS 270	NMC682325	NV101341955	10/14/1993, Doc# 1993-146952	T19N, R53E, Sec 2, SE
451.	PLS 271	NMC682326	NV101458590	10/14/1993, Doc# 1993-146953	T19N, R53E, Sec 2, SE
452.	PLS 272	NMC682327	NV101344530	10/14/1993, Doc# 1993-146954	T19N, R53E, Sec 2, SE
453.	PLS 273	NMC682328	NV101605139	10/14/1993, Doc# 1993-146955	T19N, R53E, Sec 11, NE
454.	PLS 275	NMC682330	NV101529413	10/14/1993, Doc# 1993-146957	T19N, R53E, Sec 11, NE
455.	PLS 277	NMC682332	NV101501863	10/14/1993, Doc# 1993-146959	T19N, R53E, Sec 11, NE
456.	PLS 285	NMC682340	NV102520439	10/14/1993, Doc# 1193-146967	T19N, R53E, Sec 2, SW
457.	PLS 286	NMC682341	NV101494225	10/14/1993, Doc# 1193-146968	T19N, R53E, Sec 2, SW
458.	PLS 287	NMC682342	NV101304848	10/14/1993, Doc# 1193-146969	T19N, R53E, Sec 2, SW

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459.	PLS 288	NMC682343	NV101494838	10/14/1993, Doc# 1193-146970	T19N, R53E, Sec 2, SW
460.	PLS 289	NMC682344	NV101730752	10/14/1993, Doc# 1193-146971	T19N, R53E, Sec 11, NW
461.	PLS 290	NMC682345	NV101496837	10/14/1993, Doc# 1193-146972	T19N, R53E, Sec 11, NW
462.	PLS 291	NMC682346	NV101605463	10/14/1993, Doe# 1193-146973	T19N, R53E, Sec 11, NW
463.	PLS 292	NMC682347	NV101490901	10/14/1993, Doc# 1193-146974	T19N, R53E, Sec 11, NW
464.	R-E 10	NMC699892	NV101403952	5/25/1994, Doc# 1994-152807	T19N, R53E, Sec 14, SW
465.	R-E 15	NMC699897	NV101609758	5/25/1994, Doc# 1994-152812	T19N, R53E, Sec 14, SW
466.	R-E 20	NMC699902	NV101405634	5/25/1994, Doc# 1994-152817	T19N, R53E, Sec 14, SW
467.	R-E 25	NMC699907	NV101542179	5/25/1994, Doc# 1994-152822	T19N, R53E, Sec 14, SW
468.	R-E 26	NMC699908	NV101403329	5/25/1994, Doc# 1994-152823	T19N, R53E, Sec 14, SE
469.	R-E 31	NMC699911	NV101609876	5/25/1994, Doc# 1994-152826	T19N, R53E, Sec 14, SE
470.	R-E 34	NMC699912	NV101523469	5/25/1994, Doc# 1994-152827	T19N, R53E, Sec 14, SE
471.	RH - 5	NMC489850	NV101732047	6/28/1988, Doc# 1988-119444	T19N, R53E, Sec 15, SW
472.	RHMS 300	NMC909518	NV101526020	10/24/2005, Doc# 2005-201341	T19N, R53E, Sec 9, SE
473.	RHMS 301	NMC909519	NV101526021	10/24/2005, Doc# 2005-201342	T19N, R53E, Sec 9, SE

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474.	RHMS 302	NMC909520	NV101526022	10/24/2005, Doc# 2005-201343	T19N, R53E, Sec 9, SE
475.	RHMS 303	NMC909521	NV101526023	10/24/2005, Doc# 2005-201344	T19N, R53E, Sec 9, SE
476.	RHMS 304	NMC909522	NV101526024	10/24/2005, Doc# 2005-201345	T19N, R53E, Sec 9, SE
477.	RHMS 305	NMC909523	NV101526025	10/24/2005, Doc# 2005-201346	T19N, R53E, Sec 9, SE
478.	RHMS 306	NMC909524	NV101526596	10/24/2005, Doc# 2005-201347	T19N, R53E, Sec 16, NE
479.	RHMS 307	NMC909525	NV101526597	10/24/2005, Doc# 2005-201348	T19N, R53E, Sec 16, NE
480.	RHMS 308	NMC909526	NV101526598	10/24/2005, Doc# 2005-201349	T19N, R53E, Sec 16, NE
481.	RHMS 309	NMC909527	NV101526599	10/24/2005, Doc# 2005-201350	T19N, R53E, Sec 16, NE
482.	RHMS 310	NMC909528	NV101526600	10/24/2005, Doe# 2005-201351	T19N, R53E, Sec 16, NE
483.	RHMS 311	NMC909529	NV101526603	10/24/2005, Doe# 2005-201352	T19N, R53E, Sec 16, NE
484.	RHMS 312	NMC909530	NV101526604	10/24/2005, Doe# 2005-201353	T19N, R53E, Sec 16, NE
485.	RHMS 313	NMC909531	NV101526605	10/24/2005, Doc# 2005-201354	T19N, R53E, Sec 16, NE
486.	RHMS 314	NMC909532	NV101526606	10/24/2005, Doc# 2005-201355	T19N, R53E, Sec 16, NE
487.	RHMS 315	NMC909533	NV101526607	10/24/2005, Doc# 2005-201356	T19N, R53E, Sec 16, NE
488.	RHMS 316	NMC909534	NV101526608	10/24/2005, Doe# 2005-201357	T19N, R53E, Sec 16, NE

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489.	RHMS 317	NMC909535	NV101526609	10/24/2005, Doc# 2005-201358	T19N, R53E, Sec 16, NE
490.	RHMS 318	NMC909536	NV101526610	10/24/2005, Doc# 2005-201359	T19N, R53E, Sec 16, NE
491.	RHMS 319	NMC909537	NV101526611	10/24/2005, Doc# 2005-201360	T19N, R53E, Sec 15, NW
492.	RHMS 320	NMC909538	NV101526612	10/24/2005, Doc# 2005-201361	T19N, R53E, Sec 15, NW
493.	RHMS 321	NMC909539	NV101526613	10/24/2005, Doc# 2005-201362	T19N, R53E, Sec 15, NW
494.	RHMS 322	NMC909540	NV101526614	10/24/2005, Doc# 2005-201363	T19N, R53E, Sec 15, NW
495.	RHMS 323	NMC909541	NV101526615	10/24/2005, Doc# 2005-201364	T19N, R53E, Sec 15, NW
496.	RHMS 324	NMC909542	NV101526616	10/24/2005, Doc# 2005-201365	T19N, R53E, Sec 15, NW
497.	RHMS 325	NMC909543	NV101526617	10/24/2005, Doc# 2005-201366	T19N, R53E, Sec 16, NE
498.	RHMS 326	NMC909544	NV101526618	10/24/2005, Doc# 2005-201367	T19N, R53E, Sec 16, NE
499.	RHMS 327	NMC909545	NV101526619	10/24/2005, Doc# 2005-201368	T19N, R53E, Sec 16, NE
500.	RHMS 328	NMC909546	NV101498494	10/24/2005, Doc# 2005-201369	T19N, R53E, Sec 15, NW
501.	RHMS 329	NMC909547	NV101498495	10/24/2005, Doc# 2005-201370	T19N, R53E, Sec 15, NW
502.	RHMS 330	NMC909548	NV101498496	10/24/2005, Doc# 2005-201371	T19N, R53E, Sec 15, NW
503.	RHMS 331	NMC909549	NV101498497	10/24/2005, Doc# 2005-201372	T19N, R53E, Sec 11, NW

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504.	RHMS 332	NMC909550	NV101498498	10/24/2005, Doc# 2005-201373	T19N, R53E, Sec 11, NW
505.	RHMS 333	NMC909551	NV101498499	10/24/2005, Doc# 2005-201374	T19N, R53E, Sec 11, NW
506.	RHMS 334	NMC909552	NV101498500	10/24/2005, Doc# 2005-201375	T19N, R53E, Sec 11, NW
507.	RHMS 335	NMC909553	NV101498501	10/24/2005, Doc# 2005-201376	T19N, R53E, Sec 11, NW
508.	RHMS 336	NMC909554	NV101498502	10/24/2005, Doc# 2005-201377	T19N, R53E, Sec 11, NW
509.	RHMS 337	NMC909555	NV101498503	10/24/2005, Doc# 2005-201378	T19N, R53E, Sec 11, NW
510.	RHMS 338	NMC909556	NV101498504	10/24/2005, Doc# 2005-201379	T19N, R53E, Sec 11, NW
511.	RHMS 339	NMC909557	NV101498505	10/24/2005, Doc# 2005-201380	T19N, R53E, Sec 11, SW
512.	RHMS 340	NMC909558	NV101498506	10/24/2005, Doc# 2005-201381	T19N, R53E, Sec 11, SW
513.	RHMS 341	NMC909559	NV101498507	10/24/2005, Doc# 2005-201382	T19N, R53E, Sec 11, SW
514.	RHMS 342	NMC909560	NV101498508	10/24/2005, Doc# 2005-201383	T19N, R53E, Sec 11, SW
515.	RHMS 343	NMC909561	NV101498509	10/24/2005, Doc# 2005-201384	T19N, R53E, Sec 11, SW
516.	RHMS 344	NMC909562	NV101498510	10/24/2005, Doc# 2005-201385	T19N, R53E, Sec 11, SW
517.	RHMS 345	NMC909563	NV101498511	10/24/2005, Doc# 2005-201386	T19N, R53E, Sec 11, SW
518.	RHMS 346	NMC909564	NV101498512	10/24/2005, Doc# 2005-201387	T19N, R53E, Sec 11, SW

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519.	RHMS 347	NMC909565	NV101498513	10/24/2005, Doc# 2005-201388	T19N, R53E, Sec 11, SW
520.	RHMS 348	NMC909566	NV101498514	10/24/2005, Doc# 2005-201389	T19N, R53E, Sec 11, SW
521.	RHMS 349	NMC909567	NV101498515	10/24/2005, Doc# 2005-201390	T19N, R53E, Sec 14, NW
522.	RHMS 350	NMC909568	NV101499031	10/24/2005, Doc# 2005-201391	T19N, R53E, Sec 14, NW
523.	SAGEBRUSH	NMC699779	NV101477842	5/25/1994, Doc# 1994-152694	T19N, R53E, Sec 3, SW
524.	SAGEBRUSH 1	NMC699780	NV101608329	5/25/1994, Doc# 1994-152695	T19N, R53E, Sec 3, SW
525.	SEPTEMBER	NMC699807	NV101459810	5/25/1994, Doc# 1994-152722	T19N, R53E, Sec 11, SE
526.	SEPTEMBER # 11	NMC705159	NV101600949	9/28/1994, Doc# 1994-155349	T19N, R53E, Sec 11, NW
527.	SNOW	NMC704357	NV101345403	9/2/1994, Doc# 1994-155068	T19N, R53E, Sec 10, SE
528.	SNOW 1	NMC704358	NV101349612	9/2/1994, Doc# 1994-155069	T19N, R53E, Sec 10, NE
529.	SNOW 2	NMC704359	NV101493691	9/2/1994, Doc# 1994-155070	T19N, R53E, Sec 10, SE
530.	SNOW 3	NMC704360	NV101494456	9/2/1994, Doc# 1994-155071	T19N, R53E, Sec 10, NE
531.	SNOW 4	NMC704361	NV101752878	9/2/1994, Doc# 1994-155072	T19N, R53E, Sec 10, SW
532.	SNOW 5	NMC704362	NV101496702	9/2/1994, Doc# 1994-155073	T19N, R53E, Sec 10, NE
533.	SP # 1	NMC604319	NV101600654	9/13/1990, Doc# 1990-133460	T19N, R53E, Sec 4, SW

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534.	SP # 2	NMC604320	NV101497861	9/13/1990, Doc# 1990-133461	T19N, R53E, Sec 5, SE
535.	SP # 3	NMC604321	NV101540922	9/13/1990, Doc# 1990-133462	T19N, R53E, Sec 4, SW
536.	SP # 4	NMC604322	NV101497899	9/13/1990, Doc# 1990-133463	T19N, R53E, Sec 4, SW
537.	SP # 5	NMC604323	NV101479714	9/13/1990, Doc# 1990-133464	T19N, R53E, Sec 4, SW
538.	SP # 6	NMC604324	NV101602811	9/13/1990, Doc# 1990-133465	T19N, R53E, Sec 4, SW
539.	SP # 7	NMC604325	NV101490435	9/13/1990, Doc# 1990-133466	T19N, R53E, Sec 4, SW
540.	SP # 8	NMC604326	NV101610207	9/13/1990, Doc# 1990-133467	T19N, R53E, Sec 4, SW
541.	SP # 9	NMC604327	NV101459962	9/13/1990, Doc# 1990-133468	T19N, R53E, Sec 9, NW
542.	SP # 10	NMC604328	NV101608137	9/13/1990, Doc# 1990-133469	T19N, R53E, Sec 8, NE
543.	SP # 11	NMC604329	NV101478121	9/13/1990, Doc# 1990-133470	T19N, R53E, Sec 9, NW
544.	SP # 12	NMC604330	NV101505760	9/13/1990, Doc# 1990-133471	T19N, R53E, Sec 8, NE
545.	SP # 13	NMC604331	NV101478790	9/13/1990, Doc# 1990-133472	T19N, R53E, Sec 9, NW
546.	SP # 14	NMC604332	NV101503393	9/13/1990, Doc# 1990-133473	T19N, R53E, Sec 8, NE
547.	SP # 15	NMC604333	NV101543254	9/13/1990, Doc# 1990-133474	T19N, R53E, Sec 9, NW
548.	SP # 16	NMC604334	NV101407769	9/13/1990, Doc# 1990-133475	T19N, R53E, Sec 8, NE

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549.	SP # 17	NMC604335	NV101503367	9/13/1990, Doc# 1990-133476	T19N, R53E, Sec 9, SW
550.	SP # 18	NMC604336	NV101402755	9/13/1990, Doc# 1990-133477	T19N, R53E, Sec 8, SE
551.	SP # 19	NMC604337	NV101345783	9/13/1990, Doc# 1990-133478	T19N, R53E, Sec 9, SW
552.	SP # 20	NMC604338	NV101479762	9/13/1990, Doc# 1990-133479	T19N, R53E, Sec 8, SE
553.	SP # 21	NMC604339	NV101455627	9/13/1990, Doc# 1990-133480	T19N, R53E, Sec 9, SW
554.	SP # 22	NMC604340	NV101303677	9/13/1990, Doc# 1990-133481	T19N, R53E, Sec 8, SE
555.	SP # 23	NMC604341	NV101452502	9/13/1990, Doc# 1990-133482	T19N, R53E, Sec 9, SW
556.	SP # 24	NMC604342	NV101304473	9/13/1990, Doc# 1990-133483	T19N, R53E, Sec 8, SE
557.	SP # 25	NMC604343	NV101454653	9/13/1990, Doc# 1990-133484	T19N, R53E, Sec 9, SW
558.	SP # 26	NMC604344	NV101608281	9/13/1990, Doc# 1990-133485	T19N, R53E, Sec 9, SW
559.	SP # 27	NMC604345	NV101460077	9/13/1990, Doc# 1990-133486	T19N, R53E, Sec 9, SW
560.	SP # 28	NMC604346	NV101609196	9/13/1990, Doc# 1990-133487	T19N, R53E, Sec 8, SE
561.	SP # 29	NMC604347	NV101454206	9/13/1990, Doc# 1990-133488	T19N, R53E, Sec 16, NW
562.	SP # 30	NMC604348	NV101492838	9/13/1990, Doc# 1990-133489	T19N, R53E, Sec 16, NW
563.	SP # 31	NMC604349	NV101544854	9/13/1990, Doc# 1990-133490	T19N, R53E, Sec 16, NW

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
564.	SP # 32	NMC604350	NV101496107	9/13/1990, Doc# 1990-133491	T19N, R53E, Sec 16, NW
565.	SP # 33	NMC604351	NV101752849	9/13/1990, Doc# 1990-133492	T19N, R53E, Sec 16, NW
566.	SP # 34	NMC604352	NV101497870	9/13/1990, Doc# 1990-133493	T19N, R53E, Sec 16, NW
567.	SP # 35	NMC604353	NV101478620	9/13/1990, Doc# 1990-133494	T19N, R53E, Sec 16, NW
568.	SP # 36	NMC604354	NV101499843	9/13/1990, Doc# 1990-133495	T19N, R53E, Sec 16, NW
569.	SP # 37	NMC604355	NV101459299	9/13/1990, Doc# 1990-133496	T19N, R53E, Sec 16, NW
570.	SP # 38	NMC604357	NV101497546	9/13/1990, Doc# 1990-133498	T19N, R53E, Sec 16, SW
571.	SP # 39	NMC604359	NV101478851	9/13/1990, Doc# 1990-133500	T19N, R53E, Sec 16, SW
572.	SP # 40	NMC604360	NV101502083	9/13/1990, Doc# 1990-133501	T19N, R53E, Sec 16, SW
573.	SP # 41	NMC604361	NV101601133	9/13/1990, Doc# 1990-133502	T19N, R53E, Sec 16, SW
574.	SP # 42	NMC604362	NV101505767	9/13/1990, Doc# 1990-133503	T19N, R53E, Sec 16, SW
575.	SP # 43	NMC604363	NV101478797	9/13/1990, Doc# 1990-133504	T19N, R53E, Sec 16, SW
576.	SP # 44	NMC604364	NV101402576	9/13/1990, Doc# 1990-133505	T19N, R53E, Sec 16, SW
577.	SP # 45	NMC604365	NV101343251	9/13/1990, Doc# 1990-133506	T19N, R53E, Sec 21, NW
578.	SP # 51	NMC604371	NV101458260	9/13/1990, Doc# 1990-133512	T19N, R53E, Sec 17, SE

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
579.	SP # 52	NMC604372	NV101347217	9/13/1990, Doc# 1990-133513	T19N, R53E, Sec 17, SE
580.	SP # 53	NMC604373	NV101455719	9/13/1990, Doc# 1990-133514	T19N, R53E, Sec 17, SE
581.	SP # 54	NMC604374	NV101348489	9/13/1990, Doc# 1990-133515	T19N, R53E, Sec 17, SE
582.	SP # 55	NMC604375	NV101452250	9/13/1990, Doc# 1990-133516	T19N, R53E, Sec 17, SE
583.	SP # 56	NMC604376	NV101349679	9/13/1990, Doc# 1990-133517	T19N, R53E, Sec 17, SE
584.	SP # 57	NMC604377	NV101453921	9/13/1990, Doc# 1990-133518	T19N, R53E, Sec 17, NE
585.	SP # 58	NMC604378	NV101301712	9/13/1990, Doc# 1990-133519	T19N, R53E, Sec 17, NE
586.	SP 37A	NMC604356	NV101602816	9/13/1990, Doc# 1990-133497	T19N, R53E, Sec 16, SW
587.	SP 38A	NMC604358	NV101606970	9/13/1990, Doc# 1990-133499	T19N, R53E, Sec 16, SW
588.	TDB I	NMC1089497	NV101378851	4/17/2013, Doc# 2013-223971	T19N, R53E, Sec 18, SE
589.	TDB 10	NMC1089506	NV101379766	4/17/2013, Doc# 2013-223980	T19N, R53E, Sec 17, SW
590.	TDB 11	NMC1089507	NV101379767	4/17/2013, Doc# 2013-223981	T19N, R53E, Sec 17, SW
591.	TDB 12	NMC1089508	NV101379768	4/17/2013, Doc# 2013-223982	T19N, R53E, Sec 17, SE
592.	TDB 2	NMC1089498	NV101378852	4/17/2013, Doc# 2013-223972	T19N, R53E, Sec 18, SE
593.	TDB 3	NMC1089499	NV101378853	4/17/2013, Doc# 2013-223973	T19N, R53E, Sec 18, SE

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
594.	TDB 4	NMC1089500	NV101378854	4/17/2013, Doe# 2013-223974	T19N, R53E, Sec 18, SE
595.	TDB 5	NMC1089501	NV101378855	4/17/2013, Doc# 2013-223975	T19N, R53E, Sec 18, SE
596.	TDB 6	NMC1089502	NV101378856	4/17/2013, Doc# 2013-223976	T19N, R53E, Sec 18, SE
597.	TDB 7	NMC1089503	NV101378857	4/17/2013, Doc# 2013-223977	T19N, R53E, Sec 17, SW
598.	TDB 8	NMC1089504	NV101379764	4/17/2013, Doc# 2013-223978	T19N, R53E, Sec 17, SW
599.	TDB 9	NMC1089505	NV101379765	4/17/2013, Doc# 2013-223979	T19N, R53E, Sec 17, SW
600.	WLH # 10	NMC681559	NV101546203	8/26/1993, Doc# 1993-146173	T19N, R53E, Sec 5, SW
601.	WLH # 11	NMC681560	NV101495400	8/26/1993, Doc# 1993-146174	T19N, R53E, Sec 5, SE
602.	WLH # 12	NMC681561	NV101780909	8/26/1993, Doc# 1993-146175	T19N, R53E, Sec 5, SW
603.	WLH # 13	NMC681562	NV101494973	8/26/1993, Doc# 1993-146176	T19N, R53E, Sec 5, SE
604.	WLH # 14	NMC681563	NV101755644	8/26/1993, Doc# 1993-146177	T19N, R53E, Sec 5, SW
605.	WLH # 15	NMC681564	NV101607262	8/26/1993, Doc# 1993-146178	T19N, R53E, Sec 5, SE
606.	WLH # 16	NMC681565	NV101451869	8/26/1993, Doc# 1993-146179	T19N, R53E, Sec 5, SW
607.	WLH # 17	NMC681566	NV101609919	8/26/1993, Doc# 1993-146180	T19N, R53E, Sec 8, NE
608.	WLH # 18	NMC681567	NV101451015	8/26/1993, Doc# 1993-146181	T19N, R53E, Sec 8, NW

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
609.	WLH # 19	NMC681568	NV101497488	8/26/1993, Doc# 1993-146182	T19N, R53E, Sec 8, NE
610.	WLH # 20	NMC681569	NV101480293	8/26/1993, Doc# 1993-146183	T19N, R53E, Sec 8, NW
611.	WLH # 21	NMC681570	NV101494717	8/26/1993, Doc# 1993-146184	T19N, R53E, Sec 8, NE
612.	WLH # 22	NMC681571	NV101601642	8/26/1993, Doc# 1993-146185	T19N, R53E, Sec 8, NW
613.	WLH # 23	NMC681572	NV101494267	8/26/1993, Doc# 1993-146186	T19N, R53E, Sec 8, NE
614.	WLH # 24	NMC681573	NV101477920	8/26/1993, Doc# 1993-146187	T19N, R53E, Sec 8, NW
615.	WLH # 25	NMC681574	NV102520804	8/26/1993, Doc# 1993-146188	T19N, R53E, Sec 8, NE
616.	WLH # 26	NMC681575	NV101493138	8/26/1993, Doc# 1993-146189	T19N, R53E, Sec 8, NW
617.	WLH # 27	NMC681576	NV101348826	8/26/1993, Doc# 1993-146190	T19N, R53E, Sec 8, SE
618.	WLH # 28	NMC681577	NV101492655	8/26/1993, Doc# 1993-146191	T19N, R53E, Sec 8, SW
619.	WLH # 29	NMC681578	NV101348287	8/26/1993, Doc# 1993-146192	T19N, R53E, Sec 8, SE
620.	WLH # 30	NMC681579	NV101601396	8/26/1993, Doc# 1993-146193	T19N, R53E, Sec 8, SW
621.	WLH # 31	NMC681580	NV101301267	8/26/1993, Doc# 1993-146194	T19N, R53E, Sec 8, SE
622.	WLH # 32	NMC681581	NV101544676	8/26/1993, Doc# 1993-146195	T19N, R53E, Sec 8, SW
623.	WLH # 33	NMC681582	NV101301879	8/26/1993, Doc# 1993-146196	T19N, R53E, Sec 8, SE

Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
624.	WLH # 34	NMC681583	NV101758178	8/26/1993, Doc# 1993-146197	T19N, R53E, Sec 8, SW
625.	WLH # 35	NMC681584	NV101301761	8/26/1993, Doc# 1993-146198	T19N, R53E, Sec 17, NE
626.	WLH # 36	NMC681585	NV101479510	8/26/1993, Doc# 1993-146199	T19N, R53E, Sec 17, NW
627.	WLH # 37	NMC681586	NV101347575	8/26/1993, Doc# 1993-146200	T19N, R53E, Sec 17, NE
628.	WLH # 38	NMC681587	NV101601781	8/26/1993, Doc# 1993-146201	T19N, R53E, Sec 17, NW
629.	WLH # 39	NMC681588	NV101348354	8/26/1993, Doc# 1993-146202	T19N, R53E, Sec 17, NE
630.	WLH # 40	NMC681589	NV101455657	8/26/1993, Doc# 1993-146203	T19N, R53E, Sec 17, NW
631.	WLH # 41	NMC681590	NV101496159	8/26/1993, Doc# 1993-146204	T19N, R53E, Sec 17, NE
632.	WLH # 42	NMC681591	NV101453050	8/26/1993, Doc# 1993-146205	T19N, R53E, Sec 17, NW
633.	WLH # 85	NMC681634	NV102521115	8/26/1993, Doc# 1993-146248	T19N, R53E, Sec 5, SE
634.	WLH # 86	NMC681635	NV101605928	8/26/1993, Doc# 1993-146249	T19N, R53E, Sec 5, SE
635.	WLH # 87	NMC681636	NV101304173	8/26/1993, Doc# 1993-146250	T19N, R53E, Sec 8, NE
636.	WLH # 88	NMC681637	NV101503005	8/26/1993, Doc# 1993-146251	T19N, R53E, Sec 8, NE
637.	WLH # 89	NMC681638	NV101610210	8/26/1993, Doc# 1993-146252	T19N, R53E, Sec 8, SE
638.	WLH # 9	NMC681558	NV101494186	8/26/1993, Doc# 1993-146172	T19N, R53E, Sec 5, SE

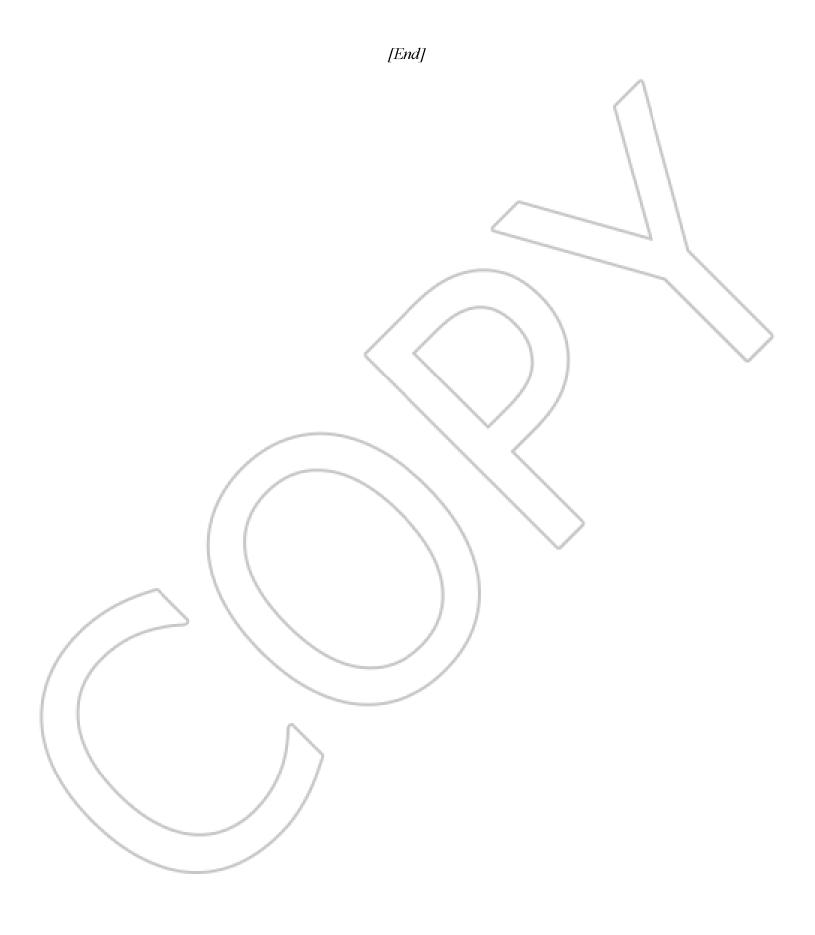
Clai m Cou nt	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
639.	WLH # 90	NMC681639	NV101459964	8/26/1993, Doc# 1993-146253	T19N, R53E, Sec 8, SE
640.	WLH # 91	NMC681640	NV101600884	8/26/1993, Doc# 1993-146254	T19N, R53E, Sec 17, NE

## B. LEASED UNPATENTED CLAIMS

Pursuant to a Mining Lease with Option to Purchase dated May 12, 1992 by and between Arthur Biale, Elizabeth Biale and Albert Biale, as lessors, and Homestake Mining Company of California, as lessee (the "Biale Lease"), a memorandum of which is recorded in the Eureka County Recorder's records as document number 141228; as amended by Amendment Number One dated January 11, 1993, recorded in the Eureka County Recorder's records as document number 144412, as extended on March 19, 2002 and March 2, 2012; and as further amended by a Consent to Partial Assignment and Segregation of Lease dated May 11, 2021 by and among E. Rosaleen Brown, as Trustee under the ERB Trust, under the Arthur A. & Elizabeth O. Biale Trust dated March 21, 1997, Therese Selden, as Trustee under the TS Trust, under the Arthur A. & Elizabeth O. Biale Trust dated March 21, 1997, and the Ruby Hill Mining Company, LLC (the "Biale Segregation"), the following unpatented lode mining claims are 100% controlled by the Ruby Hill Mining Company, LLC<sup>2</sup>:

Claim Count	Claim Name	Legacy BLM Serial Number	BLM Serial Number	Recording Information	Legal Description
1.	Swan	NMC72580	NV101409275	L/168	T19N, R53E, Sec 16, NW
2.	Merit	NMC72581	NV101345791	K/505	T19N, R53E, Sec 16, SE
3.	Gold Quartz	NMC72582	NV101301051	K/358	T19N, R53E, Sec 16, SE
4.	Gold Quartz No. 1	NMC72583	NV101497553	K/382	T19N, R53E, Sec 16, SE
5.	Gold Quartz No. 2	NMC72584	NV101524480	L/202	T19N, R53E, Sec 16, SW
6.	West No. 1	NMC72586	NV101305163	K/446	T19N, R53E, Sec 16, SE
7.	West No. 2	NMC72587	NV101491234	K/358	T19N, R53E, Sec 21, NE

<sup>&</sup>lt;sup>2</sup> In the Biale Segregation, the Biale Lease was segregated into two separate leases: the North Lease and the South Lease (as defined in the Biale Segregation). The mining claims comprising the North Lease are enumerated in this Schedule 1 1.154. The mining claims, rights, interests and obligations comprising the South Lease were assigned to a third-party, FAD Mining Company, LLC



## **EXHIBIT C**

## PERSONAL PROPERTY

- (a) All Personal Property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials and software embedded in any of the foregoing) in which Trustor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Real Property or the Improvements or used or useful in or related to the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Trustor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Real Property, Improvements, or such personal property;
- (b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Secured Obligations remains unpaid or unperformed, may accrue to Trustor from such personal property or any part thereof or from the Real Property, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Trustor from any hiring, using, letting, leasing, subhiring, subleating, occupancy, operation, or use thereof;
- All of Trustor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Real Property or Improvements, rights to receive capital contributions or subscriptions from Trustor's partners, members or shareholders, amounts payable on account of the sale of the capital stock of Trustor, accounts and other accounts receivable, deposit accounts maintained with Beneficiary and its affiliates, chattel paper (whether tangible or electronic) notes, drafts, contract rights, instruments, general intangibles, all as defined in the Nevada Uniform Commercial Code, as presently or hereafter in effect, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;
- (d) All other intangible property (and related software) and rights relating to the Real Property, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Real Property or Improvements, all names under or by which the Real Property or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Real Property or the Improvements, and all good will and software in any way relating to the

Real Property or the Improvements;

- (e) Trustor's rights under all insurance policies covering the Real Property, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;
- (f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Real Property;
- (g) All water rights and water shares relating to the Real Property;
- (h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Real Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Real Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Real Property, the Improvements, the Personal Property, or any other part of the Trust Estate;
- (i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Real Property and all studies, data, and drawings related thereto; and also all contracts and agreements of the Trustor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Real Property;
- (j) All commercial tort claims Trustor now has or hereafter acquires relating to the properties, rights, titles, and interests referred to in this Exhibit C or elsewhere in the Deed of Trust;
- (k) All letter of credit rights (whether or not the letter of credit is evidenced by a writing) Trustor now has or hereafter requires relating to the properties, rights, titles and interest referred to in this Deed of Trust;
- (l) All proceeds from any of the aforesaid collateral and all supporting obligations ancillary thereto or arising in any way in connection therewith;
- (m) All of Trustor's rights in any and all warranties and guaranties with respect to any goods, materials, supplies, chattels, fixtures, equipment, machinery, building materials, and work in progress attached to or placed in or on any part of the Real Property, or used in connection with any construction on the Real Property; and

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

Notwithstanding the foregoing, the Personal Property shall not include any of the following (i) any Other Agreements or other permit or license to the extent that the Trustor is expressly prohibited from granting a security interest in such instrument pursuant to the terms thereof, but only to the extent such prohibition is not invalidated under the Nevada Uniform Commercial Code, (ii) governmental licenses, state or local franchises, charters and authorizations and any other property and assets to the extent that the Trustee or Beneficiary may not validly possess a security interest therein under applicable laws (including rules and regulations of any governmental authority or agency) or the pledge or creation of a security interest in which would require governmental consent, approval, license or authorization, other than to the extent such prohibition or limitation is rendered ineffective under the Nevada Uniform Commercial Code or other applicable law notwithstanding such prohibition, including any governmental licenses or state or local franchises, charters and authorizations to the extent security interest is prohibited or restricted thereby; (iii) any lease, license, permit or agreement (A) to the extent that a grant of a security interest therein (1) is prohibited by applicable law other than to the extent such prohibition is rendered ineffective under Section 9-406, 9-407, 9-408 or 9-409 (or any successor provisions thereof) of the Nevada Revised Statutes (Nevada Uniform Commercial Code) or other applicable law notwithstanding such prohibition, or (2) would violate the terms thereof or would give rise to a termination right thereunder (except to the extent such provision is rendered ineffective under Section 9-406, 9-407, 9-408 or 9-409 (or any successor provisions thereof) of the Nevada Revised Statutes or other applicable law notwithstanding such prohibition), or (B) which by their express terms are not assignable or would become void, voidable, terminable or revocable if pledged or assigned hereunder without written consent of the other party(ies) thereto (except to the extent such provision is rendered ineffective under Section 9-406, 9-407, 9-408 or 9-409 (or any successor provisions thereof) of the Nevada Revised Statutes or other applicable law notwithstanding such prohibition), provided, the Trustor shall have no obligations to obtain any such consent; (iv) any property or asset for which the creation or perfection of pledges or security interests therein could reasonably be expected to result in material adverse tax consequences or adverse regulatory consequences to any Trustor or any of its Subsidiaries, as reasonably determined by the Trustor; (v) any deposit accounts that are used exclusively for tax accounts, withholding accounts, payroll accounts or trust accounts, and in each case, any funds on deposit therein; and (vi) any United States intentto-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under the applicable federal law (the assets described in the immediately preceding clauses (i) through (vi) collectively, the

"Excluded Assets"); provided further, however, that "Excluded Assets" shall not include any proceeds, substitutions or replacements of any Excluded Assets referred to in clauses (i) through (vi) unless such proceeds, substitutions or replacements would independently constitute Excluded Assets referred to in clauses (i) through (vi). Notwithstanding the foregoing, if and when any property that would otherwise constitute Personal Property shall cease to be Excluded Assets, a lien on and security in such property shall be deemed granted therein.

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

