

## **MINERAL PROPERTY SUBOPTION AGREEMENT**

**THIS AGREEMENT** dated for reference January 11, 2020 (the "Execution Date")

**BETWEEN:**

**RANGEFRONT CONSULTING, LLC.**, a limited liability company duly incorporated under the laws of the State of Nevada and having an office at 676 A Street, Elko, Nevada, 89801;

("Rangefront")

**OF THE FIRST PART**

**AND:**

**SHOWCASE MINERALS INC.**, a corporation incorporated pursuant to the laws of British Columbia with a registered office located at 741 Harbourfront Drive N.E., Salmon Arm, British Columbia, V1E 3L4;

("Showcase")

**OF THE SECOND PART**

**WHEREAS:**

- A. By an agreement dated January 11, 2021 (the "Option Agreement") with Clover Nevada II LLC ("Clover"), Rangefront acquired the sole and exclusive option to acquire a 100% interest 18 unpatented lode claims covering approximately 147 hectares at the Woodruff Project (the "Woodruff Claims"), 180 unpatented lode mining claims covering approximately 1311 hectares at the Dixie Flats Project (the "Dixie Claims"), and 56 unpatented lode mining claims covering approximately 360 hectares at the North Star Project (the "North Star Claims"), Elko County, Nevada, which are more particularly described in the Option Agreement, which is attached as Schedule A to this Agreement (collectively, the "Property" or "Properties"); and
- B. Rangefront has agreed to grant to Showcase the sole and exclusive suboption to acquire a 100% interest in the Property, subject to a 4% net smelter returns royalty on the Woodruff Claims, a 2% net smelter returns royalty on the Dixie Flats Claims and a 3% NSR on the North Star Claims, and to explore the Property upon the following terms and conditions;

**THE PARTIES HERETO AGREE AS FOLLOWS:**

### **1. RANGEFRONT'S REPRESENTATIONS AND WARRANTIES**

- 1.1 Rangefront represents and warrants to Showcase that:

- (a) Clover is the registered and beneficial owner of a 100% undivided interest in the Properties, subject to a 4% net smelter returns royalty on the Woodruff Claims, a 2% net smelter returns royalty on the Dixie Claims and a 3% net smelter returns royalty on the North Star Claims (collectively, the “NSRs”) (Exhibit A), and has the exclusive right to explore for and subsequent exploit mineralization discovered on the Properties;
- (b) subject to the NSRs and the fact that the surface rights of the Woodruff Claims are overlain by private surface ownership and that Clover does not have any type of surface agreement with the owner for a right of access, the Properties are free and clear of all liens, charges and claims of others, and Rangefront has a free and unimpeded right of access to the Dixie and North Star Claims and have use of the Dixie and North Star Claims surface for exploration and exploitation of mineral resources;
- (c) Rangefront has the right to assign and suboption its interest in the Properties to Showcase as contemplated in this Agreement;
- (d) the Properties have, to the best of Rangefront’s knowledge, after due inquiry, been duly and validly located and recorded in a good and miner-like manner pursuant to the laws of Nevada and is in good standing in Nevada as of the date of this Agreement and is current with respect to required assessment work;
- (e) To Rangefront’s knowledge, after due inquiry, there are no adverse claims or challenges against or to its ownership of or title to the Properties, nor to the knowledge of Rangefront, is there any basis for any adverse claims or challenges, and there are no outstanding agreements or options to acquire or purchase the Property or any portion of the Property other than the NSRs;
- (f) At the time of entering into this Agreement, Rangefront has the full authority and capacity to enter into this Agreement and obtained the consent of any other person or entity and the consummation of the transaction herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of any agreement to which either of Rangefront is a party;
- (g) No proceedings are pending for, and Rangefront is unaware of any basis for, the institution of any proceedings which could lead to the placing of it in bankruptcy, or in any position similar to bankruptcy; and
- (h) it is a limited liability company duly incorporated and in good standing under the laws of the State of Nevada with full power and absolute capacity to enter into this Agreement and that the terms of this Agreement have been authorized by all necessary corporate acts and deeds in order to give effect to the terms of this Agreement.

1.2 The representations and warranties of Rangefront set out in paragraph 1.1 above form a part of this Agreement and are conditions upon which Showcase has relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by Showcase.

1.3 Rangefront will indemnify Showcase from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by Showcase and contained in this Agreement.

## **2. RANGEFRONT'S REPRESENTATIONS**

Showcase warrants and represents to Rangefront that it is a limited liability company duly incorporated and in good standing under the laws of the Province of British Columbia with full power and absolute capacity to enter into this Agreement and that the terms of this Agreement have been authorized by all necessary corporate acts and deeds in order to give effect to the terms of this Agreement.

## **3. GRANT OF SUBOPTION**

Rangefront hereby gives and grants to Showcase the sole and exclusive right and suboption to acquire a 100% undivided right, title and interest in and to the Properties (the "Suboption"), subject to the NSRs, by performing the acts and issuing the shares provided for in paragraph 4.

## **4. CONSIDERATION FOR THE GRANT OF SUBOPTION**

4.1 In order to keep the Suboption granted to Showcase in respect of the Property in good standing and in force and effect, Showcase shall be obligated to:

(a) **Cash Payments**

make aggregate US Dollar cash payments as follows:

- (i) pay \$10,000 to Rangefront upon the execution of this Agreement;
- (ii) make aggregate cash payments to Clover as follows:

<b>Amount of Payment</b>	<b>Due Date of Payment</b>
\$20,000, plus reimbursement of claims fees of \$31,417	the Execution Date
\$30,000	18 month anniversary of the date
\$40,000	second anniversary of the date
\$50,000	third anniversary of the date
\$60,000	fourth anniversary of the date
\$75,000	annually on each of the fifth through the tenth

	anniversaries of the Execution Date
\$100,000	annually on the eleventh anniversary of the Execution Date and every successive annual anniversary thereafter

(b) **Share Issuances**

- (i) issue 100,000 common shares in its capital to Rangefront upon execution of this Agreement;
- (ii) issue shares to Clover as follows, subject to any required regulatory approval:

<b>Number of Common Shares</b>	<b>Required Date of Issuance</b>
100,000	Upon the date that Showcase common shares commence trading on a recognized stock exchange or quotation system (the "Initial Issuance Date")
150,000	first anniversary of the Initial Issuance Date
200,000	second anniversary of the Initial Issuance Date
250,000	third anniversary of the Initial Issuance Date
300,000	fourth anniversary of the Initial Issuance Date

4.2 Notwithstanding the obligations of Showcase outlined in paragraph 4.1, once Showcase has (i) paid \$10,000 to Rangefront and an aggregate of \$500,000 to Clover; and (ii) issued 100,000 shares to Rangefront and an aggregate number of shares to Clover that is equal to 5% of the number of Showcase's issued and outstanding shares at the date of the final share issuance to Clover, Showcase shall have exercised the Suboption and thereby earned a 100% interest in the Property, subject to the NSRs.

4.3 Upon the exercise of the Suboption, Showcase, or its permitted successor or assign as owner of the Dixie Claims, shall convey, grant and pay to Clover or its designee 0.25% net smelter royalty on the Dixie Claims and shall deliver a fully executed and acknowledged royalty deed with royalty agreement in the form as set forth in Exhibit B hereto, to evidence Clover's ownership of the Royalty in respect of all Products produced from the Property.

## **5. TERMINATION OF SUBOPTION**

5.1 Subject to paragraph 5.2, the Suboption shall terminate if Showcase fails to make the required cash payments or the required share issuances in accordance with paragraph 4.1 within the time periods specified.

5.2 If Showcase shall be in default of any requirement set forth in paragraph 4 herein, Rangefront shall give written notice to Showcase specifying the default and Showcase shall not lose any rights granted under this Agreement, unless within 25 days after the giving of notice of default



by Rangefront, Showcase has failed to take reasonable steps to cure the default by the appropriate performance.

5.3 If the Suboption is terminated in accordance with paragraphs 5.1 and 5.2 herein, Showcase shall have no interest in or to the Property, and the cash payments and share made under this Agreement shall be non-refundable by Rangefront to Showcase for which Showcase shall have no recourse.

## **6. ACQUISITION OF INTERESTS IN THE PROPERTY**

6.1 At such time as Showcase has made the required cash payments and share issuances in accordance with Paragraph 4 herein, within the time periods specified therein, then the Suboption shall be deemed to have been exercised by Showcase, and Showcase shall have thereby, without any further act, acquired a 100% interest in and to the Property, subject to the NSRs. Upon the exercise of the Suboption, Rangefront shall forthwith provide Showcase with such documents as Showcase and its counsel shall require to register its due interest in respect of the Property. Until the Suboption is exercised, Showcase shall provide Rangefront and Clover with all exploration data it receives with respect to the Property, including all technical reports.

6.2 Should Showcase, in its sole discretion, determine that any part of the Property no longer warrants further exploration and development, then Showcase may abandon such interests without affecting its rights or obligations under the Agreement, so long as Showcase provides Rangefront with 30 days' notice of its intention to do so after which such interests shall cease to be part of the Property.

## **7. OPERATOR**

7.1 Rangefront will be the operator of the Property until the Suboption is either exercised or terminated. Rangefront may resign as the operator upon which Showcase may appoint a new party in its place, subject to the consent of Rangefront and Clover, which consent shall not be unreasonably withheld.

7.2 The Operator shall have full right, power and authority to do everything necessary or desirable in connection with the exploration and development of the Property.

## **8. COVENANTS OF RANGEFRONT**

8.1 Rangefront shall perform all work on the Property in a miner-like manner and shall comply with all laws, regulations and permitting requirements of the State of Nevada including compliance with all:

- (a) environmental statutes, guidelines and regulations;
- (b) work permit conditions for lakes and streams; and

- (c) work restrictions relating to forest fire hazards.

8.2 Any environmental liability or statutory violations which result from the actions of Rangefront shall be the sole responsibility of Rangefront.

## **9. FURTHER ASSURANCES**

The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement.

## **10. FORCE MAJEURE**

If Showcase is prevented from or delayed in complying with any provisions of this Agreement by reasons of strikes, labour disputes, lockouts, labour shortages, power shortages, fires, wars, acts of God, governmental regulations restricting normal operations or any other reason or reasons beyond the control of Showcase, the time limit for the performance of the various provisions of this Agreement as set out above shall be extended by a period of time equal in length to the period of such prevention and delay, and Showcase, insofar as is possible, shall promptly give written notice to Rangefront of the particulars of the reasons for any prevention or delay under this section, and shall take all reasonable steps to remove the cause of such prevention or delay and shall give written notice to Rangefront as soon as such cause ceases to exist.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties hereto with respect to the subject matter of this Agreement.

## **12. NOTICE**

12.1 Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered, mailed by registered mail, or transmitted via email, in the case of Rangefront, addressed to it as follows:

Rangefront Consulting, LLC.  
1031 Railroad St., Ste. 102B  
Elko, Nevada, 89801  
Email: [bgoss@rangefront.com](mailto:bgoss@rangefront.com)

and in the case of Showcase addressed as follows:

Showcase Minerals Inc.  
741 Harbourfront Drive N.E.  
Salmon Arm, B.C. V1E 3L4

Email: [jamtown09@gmail.com](mailto:jamtown09@gmail.com)

and any notice given as aforesaid shall be deemed to have been given, if delivered or sent by email, when delivered or transmitted, and if mailed by registered mail, on the fourth business day after the date of mailing.

12.2 Either party hereto may from time to time by notice in writing change its address for the purpose of this section.

### **13. OPTION ONLY**

Until the Suboption is exercised, this is an option only and except as specifically provided otherwise, nothing herein contained shall be construed as obligating Showcase to do any acts or make any payments hereunder and any acts or payments made hereunder shall not be construed as obligating Showcase to do any further acts or make any further payments.

### **14. RELATIONSHIP OF PARTIES**

Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute either party hereto a partner, agent or legal representative of the other party.

### **15. TIME OF ESSENCE**

Time shall be of the essence of this Agreement.

### **16. TITLES**

The titles to the respective sections hereof shall not be deemed a part of this Agreement but shall be regarded as having been used for convenience only.

### **17. CURRENCY**

All funds referred to under the terms of this Agreement shall be funds designated in the lawful currency of the United States of America.

### **18. SEVERABILITY**

In the event that any of the paragraphs contained in this Agreement, or any portion thereof, is unenforceable or is declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions thereof contained in this Agreement and such unenforceable or invalid paragraph, or portion thereof, shall be severable from the remainder of the Agreement.

**19. ASSIGNMENT**

Showcase may assign this Agreement with the consent of Rangefront, which consent will not be unreasonably withheld.

**20. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada and the parties hereby irrevocably attorn to the jurisdiction of the courts of Nevada.

**21. ENUREMENT**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** this Agreement has been executed as of the day and year first above written.

**RANGEFRONT CONSULTING, LLC.**  
**Brian Goss, President**

**PER: (signed) *Brian Goss***

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**Authorized Signatory**

**SHOWCASE MINERALS INC.**  
**Christopher Paterson**

**PER: (signed) *Christopher Paterson***

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**Authorized Signatory**

SCHEDULE A

**MINERAL PROPERTY OPTION AGREEMENT**

**THIS AGREEMENT** dated for reference January 11, 2021 (the "Execution Date")

BETWEEN:

**CLOVER NEVADA II LLC**, a limited liability company duly incorporated under the laws of the State of Nevada and having an office at 400 Burrard Street, Suite 1050, Vancouver, British Columbia V6C 3A6, Canada;

("Clover")

OF THE FIRST PART

AND:

**RANGEFRONT CONSULTING, LLC.**, a limited liability company duly incorporated under the laws of the State of Nevada and having an office at 676 A Street, Elko, Nevada, 89801;

("Rangefront")

OF THE SECOND PART

WHEREAS:

- A. Clover is the registered and beneficial owner of 18 unpatented lode claims covering approximately 147 hectares at the Woodruff Project, (the "Woodruff Claims"), 180 unpatented lode mining claims covering approximately 1311 hectares at the Dixie Flats Project (the "Dixie Claims"), and 56 unpatented lode mining claims covering approximately 360 hectares at the North Star Project (the "North Star Claims"), Elko County, Nevada and are more particularly described in Schedule A to this Agreement (collectively, the "Property" or "Properties"); and
- B. Clover has agreed to grant to Rangefront the sole and exclusive option to acquire a 100% interest in the Property, subject to a 4% net smelter returns royalty on the Woodruff Claims, a 2% net smelter returns royalty on the Dixie Flats Claims and a 3% NSR on the North Star Claims, and to explore the Property upon the following terms and conditions;

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. CLOVER'S REPRESENTATIONS AND WARRANTIES**

1.1 Clover represents and warrants to Rangefront that:

- (a) Clover is the registered and beneficial owner of a 100% undivided interest in the



Properties, subject to a 4% net smelter returns royalty on the Woodruff Claims, a 2% net smelter returns royalty on the Dixie Claims and a 3% net smelter returns royalty on the North Star Claims (collectively, the "NSRs") (Exhibit A), and has the exclusive right to explore for and subsequent exploit mineralization discovered on the Properties;

- (b) the surface rights of the Woodruff Claims are overlain by private surface ownership that Clover does not have any type of surface agreement with the owner for a right of access.
- (c) subject to the NSRs and Section 1.1(b) of this Paragraph, the Properties are free and clear of all liens, charges and claims of others, and Clover has a free and unimpeded right of access to the Dixie and North Star Claims and have use of the Dixie and North Star Claims surface for exploration and exploitation of mineral resources;
- (d) Clover has the right to option its interest in the Properties to Rangefront as contemplated in this Agreement;
- (e) the Properties have, to the best of Clover's knowledge, been duly and validly located and recorded in a good and miner-like manner pursuant to the laws of Nevada and is in good standing in Nevada as of the date of this Agreement and is current with respect to required assessment work;
- (f) To Clover's knowledge, there are no adverse claims or challenges against or to its ownership of or title to the Properties, nor to the knowledge of Clover, is there any basis for any adverse claims or challenges, and there are no outstanding agreements or options to acquire or purchase the Property or any portion of the Property other than the NSRs;
- (g) At the time of entering into this Agreement, Clover has the full authority and capacity to enter into this Agreement and obtained the consent of any other person or entity and the consummation of the transaction herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of any agreement to which either of Clover is a party;
- (h) No proceedings are pending for, and Clover are unaware of any basis for, the institution of any proceedings which could lead to the placing of it in bankruptcy, or in any position similar to bankruptcy; and
- (i) it is a limited liability company duly incorporated and in good standing under the laws of the State of Nevada with full power and absolute capacity to enter into this Agreement and that the terms of this Agreement have been authorized by all necessary corporate acts and deeds in order to give effect to the terms of this Agreement.

1.2 The representations and warranties of Clover set out in paragraph 1.1 above form a part of this Agreement and are conditions upon which Rangefront has relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by Rangefront.

1.3 Clover will indemnify Rangefront from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by Clover and contained in this Agreement.

## 2. RANGEFRONT'S REPRESENTATIONS

Rangefront warrants and represents to Clover that it is a limited liability company duly incorporated and in good standing under the laws of the State of Nevada with full power and absolute capacity to enter into this Agreement and that the terms of this Agreement have been authorized by all necessary corporate acts and deeds in order to give effect to the terms of this Agreement.

## 3. GRANT OF OPTION

Clover hereby gives and grants to Rangefront the sole and exclusive right and option to acquire a 100% undivided right, title and interest in and to the Properties (the "Option"), subject to the NSRs, by performing the acts and issuing the shares provided for in paragraph 4.

## 4. CONSIDERATION FOR THE GRANT OF OPTION

4.1 In order to keep the Option granted to Rangefront in respect of the Property in good standing and in force and effect, Rangefront shall be obligated to:

### (a) Cash Payments

make aggregate US Dollar cash payments as follows:

Amount of Payment	Due Date of Payment
\$20,000, plus reimbursement of claims fees of \$31,417	One week after the Execution Date
\$30,000	18 month anniversary of the Execution Date
\$40,000	second anniversary of the Execution Date
\$50,000	third anniversary of the Execution Date
\$60,000	fourth anniversary of the Execution Date
\$75,000	annually on each of the fifth through the tenth anniversaries of the Execution Date
\$100,000	annually on the eleventh anniversary of the Execution Date and every successive annual anniversary thereafter



(b) **Share Issuances**

if Rangefront should sub-option the Property to a third party whose shares trade on a stock exchange or quotation system at the time of the transaction, or subsequent thereto, (a "Trading Sub-Optionee") that Trading Sub-Optionee shall be obligated to issue shares to Clover as follows, subject to any required regulatory approval:

<b>Number of Shares</b>	<b>Required Date of Issuance</b>
100,000	upon the vend-in or sub-option of the Property to a Trading Sub-Optionee (the "Initial Issuance Date")
150,000	first anniversary of the Initial Issuance Date
200,000	second anniversary of the Initial Issuance Date
250,000	third anniversary of the Initial Issuance Date
300,000	fourth anniversary of the Initial Issuance Date

4.2 Notwithstanding the obligations of Rangefront outlined in paragraph 4.1, once Rangefront has paid an aggregate of \$500,000 to Clover, Rangefront shall have exercised the Option and thereby earned a 100% interest in the Property, subject to the NSRs. If Rangefront sub-opts the Property to a Trading Sub-Optionee prior to the exercise of the Option, then the Option shall not be deemed exercised until, in addition to the \$500,000 in aggregate cash payments, the Sub-Optionee has issued shares to Clover equal to 5% of the number of the Sub-Optionee's issued and outstanding shares at the date of the issuance to Clover.

4.3 Upon the Option Exercise, Rangefront, or its permitted successor or assign as owner of the Dixie Claims, shall convey, grant and pay to Clover or its designee 0.25% net smelter royalty on the Dixie Claims and shall deliver a fully executed and acknowledged royalty deed with royalty agreement in the form as set forth in Exhibit B hereto, to evidence Clover's ownership of the Royalty in respect of all Products produced from the Property.

## **5. TERMINATION OF OPTION**

5.1 Subject to paragraph 5.2, the Option shall terminate if Rangefront fails to make the required cash payments or a Sub-Optionee fails to make the required share issuances and in accordance with paragraph 4.1 within the time periods specified.

5.2 If Rangefront shall be in default of any requirement set forth in paragraph 4 herein, Clover shall give written notice to Rangefront specifying the default and Rangefront shall not lose any rights granted under this Agreement, unless within 30 days after the giving of notice of default by Clover, Rangefront has failed to take reasonable steps to cure the default by the appropriate performance.

5.3 If the Option is terminated in accordance with paragraphs 5.1 and 5.2 herein, Rangefront shall



have no interest in or to the Property, and the cash payments and share made under this Agreement shall be non-refundable by Clover to Rangefront for which Rangefront shall have no recourse.

## **6. ACQUISITION OF INTERESTS IN THE PROPERTY**

At such time as Rangefront has made the required cash payments and share issuances in accordance with Paragraph 4 herein, within the time periods specified therein, then the Option shall be deemed to have been exercised by Rangefront, and Rangefront shall have thereby, without any further act, acquired a 100% interest in and to the Property, subject to the NSRs. Upon the exercise of the Option, Clover shall forthwith provide Rangefront with such documents as Rangefront and its counsel shall require to register its due interest in respect of the Property. Until the Option is exercised, Rangefront shall provide Clover with all exploration data it receives with respect to the Property, including all technical reports.

## **7. OPERATOR**

7.1 Rangefront will be the operator of the Property until the Option is either exercised or terminated. Rangefront may resign as the operator and appoint a new party in its place, subject to the consent of Clover, which consent shall not be unreasonably withheld.

7.2 The Operator shall have full right, power and authority to do everything necessary or desirable in connection with the exploration and development of the Property.

## **8. COVENANTS OF RANGEFRONT**

8.1 Rangefront shall perform all work on the Property in a miner-like manner and shall comply with all laws, regulations and permitting requirements of the State of Nevada including compliance with all:

- (a) environmental statutes, guidelines and regulations;
- (b) work permit conditions for lakes and streams; and
- (c) work restrictions relating to forest fire hazards.

8.2 Any environmental liability or statutory violations which result from the actions of Rangefront shall be the sole responsibility of Rangefront.

8.3 As part of its obligations under paragraph 4, Rangefront shall pay, or cause to be paid, all Property payments and assessment work required to keep the Property and this Option in good standing during the term of this Agreement.

## **9. FURTHER ASSURANCES**

The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement.

#### **10. FORCE MAJEURE**

If Rangefront is prevented from or delayed in complying with any provisions of this Agreement by reasons of strikes, labour disputes, lockouts, labour shortages, power shortages, fires, wars, acts of God, governmental regulations restricting normal operations or any other reason or reasons beyond the control of Rangefront, the time limit for the performance of the various provisions of this Agreement as set out above shall be extended by a period of time equal in length to the period of such prevention and delay, and Rangefront, insofar as is possible, shall promptly give written notice to Clover of the particulars of the reasons for any prevention or delay under this section, and shall take all reasonable steps to remove the cause of such prevention or delay and shall give written notice to Clover as soon as such cause ceases to exist.

#### **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties hereto with respect to the subject matter of this Agreement.

#### **12. NOTICE**

12.1 Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered, mailed by registered mail, or transmitted via email, in the case of Clover, addressed to it as follows:

Clover Nevada II, LLC  
559 West Silver Street, #301  
Elko, Nevada 89801  
Email: spalding@contactgold.com

and in the case of Rangefront addressed as follows:

Rangefront Consulting, LLC.  
1031 Railroad St., Ste. 102B  
Elko, Nevada, 89801  
Email: bgoss@rangefront.com

and any notice given as aforesaid shall be deemed to have been given, if delivered or sent by email, when delivered or transmitted, and if mailed by registered mail, on the fourth business day after the date of mailing.



12.2 Either party hereto may from time to time by notice in writing change its address for the purpose of this section.

**13. OPTION ONLY**

Until the Option is exercised, this is an option only and except as specifically provided otherwise, nothing herein contained shall be construed as obligating Rangefront to do any acts or make any payments hereunder and any acts or payments made hereunder shall not be construed as obligating Rangefront to do any further acts or make any further payments.

**14. RELATIONSHIP OF PARTIES**

Nothing contained in this Agreement shall, except to the extent specifically authorized hereunder, be deemed to constitute either party hereto a partner, agent or legal representative of the other party.

**15. TIME OF ESSENCE**

Time shall be of the essence of this Agreement.

**16. TITLES**

The titles to the respective sections hereof shall not be deemed a part of this Agreement but shall be regarded as having been used for convenience only.

**17. CURRENCY**

All funds referred to under the terms of this Agreement shall be funds designated in the lawful currency of the United States of America.

**18. SEVERABILITY**

In the event that any of the paragraphs contained in this Agreement, or any portion thereof, is unenforceable or is declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions thereof contained in this Agreement and such unenforceable or invalid paragraph, or portion thereof, shall be severable from the remainder of the Agreement.

**19. ASSIGNMENT**

Rangefront may assign this Agreement with the consent of Clover, which consent will not be unreasonably withheld.

**20. GOVERNING LAW**

currency of the United States of America.

**19. SEVERABILITY**

In the event that any of the paragraphs contained in this Agreement, or any portion thereof, is unenforceable or is declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions thereof contained in this Agreement and such unenforceable or invalid paragraph, or portion thereof, shall be severable from the remainder of the Agreement.

**20. ASSIGNMENT**

Rangefront may assign this Agreement with the consent of Clover, which consent will not be unreasonably withheld.

**21. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada and the parties hereby irrevocably attorn to the jurisdiction of the courts of Nevada.

**22. ENUREMENT**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** this Agreement has been executed as of the day and year first above written.

**CLOVER NEVADA II LLC.**  
**Vance Spalding**

**PER: (signed) *Vance Spalding***

\_\_\_\_\_  
**Authorized Signatory**

**RANGEFRONT CONSULTING, LLC.**  
**Brian Goss**

**PER: (signed) *Brian Goss***

\_\_\_\_\_  
**Authorized Signatory**

**SCHEDULE "A"**

**TO THAT CERTAIN AGREEMENT MADE AS OF JANUARY 11, 2021  
BETWEEN CLOVER NEVADA II LLC. AND  
RANGEFONT CONSULTING, LLC.**

**Woodruff Project**

Township 32 North, Range 52 East  
Mount Diablo Baseline & Meridian  
Elko County, Nevada  
Number of Claims: 18

<b>Claim Name</b>	<b>Claimant Name</b>	<b>Loc Date</b>	<b>BLM Serial #</b>	<b>Blm Lead Serial #</b>
C #1	CLOVER NEVADA II LLC	02/09/1997	NMC768212	NMC768212
C #2	CLOVER NEVADA II LLC	02/09/1997	NMC768213	NMC768212
C #3	CLOVER NEVADA II LLC	02/09/1997	NMC768214	NMC768212
C #4	CLOVER NEVADA II LLC	02/09/1997	NMC768215	NMC768212
C #5	CLOVER NEVADA II LLC	02/09/1997	NMC768216	NMC768212
C #6	CLOVER NEVADA II LLC	02/09/1997	NMC768217	NMC768212
C #7	CLOVER NEVADA II LLC	02/09/1997	NMC768218	NMC768212
C #8	CLOVER NEVADA II LLC	02/09/1997	NMC768219	NMC768212
C #9	CLOVER NEVADA II LLC	02/09/1997	NMC768220	NMC768212
C #10	CLOVER NEVADA II LLC	02/09/1997	NMC768221	NMC768212
C #11	CLOVER NEVADA II LLC	02/09/1997	NMC768222	NMC768212
C #12	CLOVER NEVADA II LLC	02/09/1997	NMC768223	NMC768212
C #13	CLOVER NEVADA II LLC	02/09/1997	NMC768224	NMC768212
C #14	CLOVER NEVADA II LLC	02/09/1997	NMC768225	NMC768212
C #15	CLOVER NEVADA II LLC	02/07/1997	NMC768226	NMC768212
C #16	CLOVER NEVADA II LLC	02/07/1997	NMC768227	NMC768212
C #17	CLOVER NEVADA II LLC	02/07/1997	NMC768228	NMC768212
C #18	CLOVER NEVADA II LLC	02/07/1997	NMC768229	NMC768212

**Dixie Flats Project**

Township 30 North, Range 53 East

Township 31 North, Range 53 East

Township 31 North, Range 54 East

Mount Diablo Baseline &amp; Meridian

Elko County, Nevada

Number of Claims: 180

<b>Claim Name</b>	<b>Claimant Name</b>	<b>Loc Date</b>	<b>BLM Serial #</b>	<b>BLM Lead Serial #</b>
DIX 109	CLOVER NEVADA II LLC	11/05/1995	NMC732318	NMC732282
DIX 110	CLOVER NEVADA II LLC	11/05/1995	NMC732319	NMC732282
DIX 111	CLOVER NEVADA II LLC	11/05/1995	NMC732320	NMC732282
DIX 112	CLOVER NEVADA II LLC	11/05/1995	NMC732321	NMC732282
DIX 113	CLOVER NEVADA II LLC	11/05/1995	NMC732322	NMC732282
DIX 114	CLOVER NEVADA II LLC	11/05/1995	NMC732323	NMC732282
DIX 115	CLOVER NEVADA II LLC	11/05/1995	NMC732324	NMC732282
DIX 116	CLOVER NEVADA II LLC	11/05/1995	NMC732325	NMC732282
DIX 117	CLOVER NEVADA II LLC	11/05/1995	NMC732326	NMC732282
DIX 118	CLOVER NEVADA II LLC	11/05/1995	NMC732327	NMC732282
DIX 119	CLOVER NEVADA II LLC	11/05/1995	NMC732328	NMC732282
DIX 120	CLOVER NEVADA II LLC	11/05/1995	NMC732329	NMC732282
DIX 121	CLOVER NEVADA II LLC	11/05/1995	NMC732330	NMC732282
DIX 122	CLOVER NEVADA II LLC	11/05/1995	NMC732331	NMC732282
DIX 123	CLOVER NEVADA II LLC	11/05/1995	NMC732332	NMC732282
DIX 124	CLOVER NEVADA II LLC	11/05/1995	NMC732333	NMC732282
DIX 125	CLOVER NEVADA II LLC	11/05/1995	NMC732334	NMC732282
DIX 126	CLOVER NEVADA II LLC	11/05/1995	NMC732335	NMC732282
DIX 127	CLOVER NEVADA II LLC	11/05/1995	NMC732336	NMC732282
DIX 128	CLOVER NEVADA II LLC	11/05/1995	NMC732337	NMC732282
DIX 129	CLOVER NEVADA II LLC	11/05/1995	NMC732338	NMC732282
DIX 130	CLOVER NEVADA II LLC	11/05/1995	NMC732339	NMC732282
DIX 131	CLOVER NEVADA II LLC	11/05/1995	NMC732340	NMC732282
DIX 132	CLOVER NEVADA II LLC	11/05/1995	NMC732341	NMC732282
DIX 133	CLOVER NEVADA II LLC	11/05/1995	NMC732342	NMC732282
DIX 134	CLOVER NEVADA II LLC	11/05/1995	NMC732343	NMC732282
DK 1	CLOVER NEVADA II LLC	10/26/2004	NMC887554	NMC887554
DK 2	CLOVER NEVADA II LLC	10/26/2004	NMC887555	NMC887554
DK 3	CLOVER NEVADA II LLC	10/26/2004	NMC887556	NMC887554
DK 4	CLOVER NEVADA II LLC	10/26/2004	NMC887557	NMC887554
DK 5	CLOVER NEVADA II LLC	10/27/2004	NMC887558	NMC887554
DK 6	CLOVER NEVADA II LLC	10/27/2004	NMC887559	NMC887554

DK 7	CLOVER NEVADA II LLC	10/27/2004	NMC887560	NMC887554
DK 8	CLOVER NEVADA II LLC	10/27/2004	NMC887561	NMC887554
DK 9	CLOVER NEVADA II LLC	10/27/2004	NMC887562	NMC887554
DK 10	CLOVER NEVADA II LLC	10/27/2004	NMC887563	NMC887554
DK 11	CLOVER NEVADA II LLC	10/27/2004	NMC887564	NMC887554
DK 12	CLOVER NEVADA II LLC	10/27/2004	NMC887565	NMC887554
DK 13	CLOVER NEVADA II LLC	10/27/2004	NMC887566	NMC887554
DK 14	CLOVER NEVADA II LLC	10/27/2004	NMC887567	NMC887554
DK 15	CLOVER NEVADA II LLC	10/27/2004	NMC887568	NMC887554
DK 16	CLOVER NEVADA II LLC	10/27/2004	NMC887569	NMC887554
DK 17	CLOVER NEVADA II LLC	10/27/2004	NMC887570	NMC887554
DK 18	CLOVER NEVADA II LLC	10/27/2004	NMC887571	NMC887554
DK 19	CLOVER NEVADA II LLC	10/26/2004	NMC887572	NMC887554
DK 20	CLOVER NEVADA II LLC	10/26/2004	NMC887573	NMC887554
DK 21	CLOVER NEVADA II LLC	10/26/2004	NMC887574	NMC887554
DK 22	CLOVER NEVADA II LLC	10/26/2004	NMC887575	NMC887554
DK 23	CLOVER NEVADA II LLC	10/26/2004	NMC887576	NMC887554
DK 24	CLOVER NEVADA II LLC	10/26/2004	NMC887577	NMC887554
DK 25	CLOVER NEVADA II LLC	10/26/2004	NMC887578	NMC887554
DK 26	CLOVER NEVADA II LLC	10/26/2004	NMC887579	NMC887554
DK 27	CLOVER NEVADA II LLC	10/26/2004	NMC887580	NMC887554
DK 28	CLOVER NEVADA II LLC	10/26/2004	NMC887581	NMC887554
DK 29	CLOVER NEVADA II LLC	10/26/2004	NMC887582	NMC887554
DK 30	CLOVER NEVADA II LLC	10/26/2004	NMC887583	NMC887554
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DK 32	CLOVER NEVADA II LLC	10/26/2004	NMC887585	NMC887554
DK 33	CLOVER NEVADA II LLC	10/26/2004	NMC887586	NMC887554
DK 34	CLOVER NEVADA II LLC	10/26/2004	NMC887587	NMC887554
DK 35	CLOVER NEVADA II LLC	10/26/2004	NMC887588	NMC887554
DK 36	CLOVER NEVADA II LLC	10/26/2004	NMC887589	NMC887554
DF 37	CLOVER NEVADA II LLC	10/26/2004	NMC887590	NMC887554
DF 38	CLOVER NEVADA II LLC	10/26/2004	NMC887591	NMC887554
DF 39	CLOVER NEVADA II LLC	10/26/2004	NMC887592	NMC887554
DF 40	CLOVER NEVADA II LLC	10/26/2004	NMC887593	NMC887554
DF 41	CLOVER NEVADA II LLC	10/26/2004	NMC887594	NMC887554
DF 42	CLOVER NEVADA II LLC	10/26/2004	NMC887595	NMC887554
DF 43	CLOVER NEVADA II LLC	10/26/2004	NMC887596	NMC887554
DF 44	CLOVER NEVADA II LLC	10/26/2004	NMC887597	NMC887554
DF 45	CLOVER NEVADA II LLC	10/26/2004	NMC887598	NMC887554
DF 46	CLOVER NEVADA II LLC	10/26/2004	NMC887599	NMC887554

DF 47	CLOVER NEVADA II LLC	10/26/2004	NMC887600	NMC887554
DF 48	CLOVER NEVADA II LLC	10/26/2004	NMC887601	NMC887554
DF 49	CLOVER NEVADA II LLC	10/26/2004	NMC887602	NMC887554
DF 50	CLOVER NEVADA II LLC	10/26/2004	NMC887603	NMC887554
DF 51	CLOVER NEVADA II LLC	10/26/2004	NMC887604	NMC887554
DF 52	CLOVER NEVADA II LLC	10/26/2004	NMC887605	NMC887554
DF 53	CLOVER NEVADA II LLC	10/26/2004	NMC887606	NMC887554
DF 54	CLOVER NEVADA II LLC	10/26/2004	NMC887607	NMC887554
DF 55	CLOVER NEVADA II LLC	10/26/2004	NMC887608	NMC887554
DF 56	CLOVER NEVADA II LLC	10/26/2004	NMC887609	NMC887554
DF 57	CLOVER NEVADA II LLC	10/26/2004	NMC887610	NMC887554
DF 58	CLOVER NEVADA II LLC	10/26/2004	NMC887611	NMC887554
DF 59	CLOVER NEVADA II LLC	10/26/2004	NMC887612	NMC887554
DF 60	CLOVER NEVADA II LLC	10/26/2004	NMC887613	NMC887554
DF 61	CLOVER NEVADA II LLC	10/26/2004	NMC887614	NMC887554
DF 62	CLOVER NEVADA II LLC	10/26/2004	NMC887615	NMC887554
DF 63	CLOVER NEVADA II LLC	10/26/2004	NMC887616	NMC887554
DF 64	CLOVER NEVADA II LLC	10/26/2004	NMC887617	NMC887554
DF 65	CLOVER NEVADA II LLC	10/26/2004	NMC887618	NMC887554
DF 66	CLOVER NEVADA II LLC	10/26/2004	NMC887619	NMC887554
DF 67	CLOVER NEVADA II LLC	10/26/2004	NMC887620	NMC887554
DF 68	CLOVER NEVADA II LLC	10/26/2004	NMC887621	NMC887554
DF 69	CLOVER NEVADA II LLC	10/26/2004	NMC887622	NMC887554
DF 70	CLOVER NEVADA II LLC	10/26/2004	NMC887623	NMC887554
DF 71	CLOVER NEVADA II LLC	10/26/2004	NMC887624	NMC887554
DF 72	CLOVER NEVADA II LLC	10/26/2004	NMC887625	NMC887554
DF 1	CLOVER NEVADA II LLC	01/14/2005	NMC887840	NMC887840
DF 2	CLOVER NEVADA II LLC	01/14/2005	NMC887841	NMC887840
DF 3	CLOVER NEVADA II LLC	01/14/2005	NMC887842	NMC887840
DF 4	CLOVER NEVADA II LLC	01/14/2005	NMC887843	NMC887840
DF 5	CLOVER NEVADA II LLC	01/14/2005	NMC887844	NMC887840
DF 6	CLOVER NEVADA II LLC	01/14/2005	NMC887845	NMC887840
DF 7	CLOVER NEVADA II LLC	01/14/2005	NMC887846	NMC887840
DF 8	CLOVER NEVADA II LLC	01/14/2005	NMC887847	NMC887840
DF 9	CLOVER NEVADA II LLC	01/14/2005	NMC887848	NMC887840
DF 10	CLOVER NEVADA II LLC	01/14/2005	NMC887849	NMC887840
DF 11	CLOVER NEVADA II LLC	01/14/2005	NMC887850	NMC887840
DF 12	CLOVER NEVADA II LLC	01/14/2005	NMC887851	NMC887840
DF 13	CLOVER NEVADA II LLC	01/14/2005	NMC887852	NMC887840
DF 14	CLOVER NEVADA II LLC	01/14/2005	NMC887853	NMC887840



DF 15	CLOVER NEVADA II LLC	01/14/2005	NMC887854	NMC887840
DF 16	CLOVER NEVADA II LLC	01/14/2005	NMC887855	NMC887840
DF 17	CLOVER NEVADA II LLC	01/14/2005	NMC887856	NMC887840
DF 18	CLOVER NEVADA II LLC	01/14/2005	NMC887857	NMC887840
DF 19	CLOVER NEVADA II LLC	01/14/2005	NMC887858	NMC887840
DF 20	CLOVER NEVADA II LLC	01/14/2005	NMC887859	NMC887840
DF 21	CLOVER NEVADA II LLC	01/14/2005	NMC887860	NMC887840
DF 22	CLOVER NEVADA II LLC	01/14/2005	NMC887861	NMC887840
DF 23	CLOVER NEVADA II LLC	01/14/2005	NMC887862	NMC887840
DF 24	CLOVER NEVADA II LLC	01/14/2005	NMC887863	NMC887840
DF 25	CLOVER NEVADA II LLC	01/14/2005	NMC887864	NMC887840
DF 26	CLOVER NEVADA II LLC	01/14/2005	NMC887865	NMC887840
DF 27	CLOVER NEVADA II LLC	01/14/2005	NMC887866	NMC887840
DF 28	CLOVER NEVADA II LLC	01/14/2005	NMC887867	NMC887840
DF 29	CLOVER NEVADA II LLC	01/14/2005	NMC887868	NMC887840
DF 30	CLOVER NEVADA II LLC	01/14/2005	NMC887869	NMC887840
DF 31	CLOVER NEVADA II LLC	01/14/2005	NMC887870	NMC887840
DF 32	CLOVER NEVADA II LLC	01/14/2005	NMC887871	NMC887840
DF 33	CLOVER NEVADA II LLC	01/14/2005	NMC887872	NMC887840
DF 34	CLOVER NEVADA II LLC	01/14/2005	NMC887873	NMC887840
DF 35	CLOVER NEVADA II LLC	01/14/2005	NMC887874	NMC887840
DF 36	CLOVER NEVADA II LLC	01/14/2005	NMC887875	NMC887840
PF NO. 1	CLOVER NEVADA II LLC	09/10/2008	NMC998550	NMC998550
PF NO. 2	CLOVER NEVADA II LLC	09/10/2008	NMC998551	NMC998550
PF NO. 3	CLOVER NEVADA II LLC	09/10/2008	NMC998552	NMC998550
PF NO. 4	CLOVER NEVADA II LLC	09/10/2008	NMC998553	NMC998550
PF NO. 5	CLOVER NEVADA II LLC	09/10/2008	NMC998554	NMC998550
PF NO. 6	CLOVER NEVADA II LLC	09/10/2008	NMC998555	NMC998550
PF NO. 7	CLOVER NEVADA II LLC	09/10/2008	NMC998556	NMC998550
PF NO. 8	CLOVER NEVADA II LLC	09/10/2008	NMC998557	NMC998550
PF NO. 9	CLOVER NEVADA II LLC	09/10/2008	NMC998558	NMC998550
PF NO. 10	CLOVER NEVADA II LLC	09/10/2008	NMC998559	NMC998550
DIX 1	CLOVER NEVADA II LLC	09/01/2018	NMC1179342	NMC1179342
DIX 2	CLOVER NEVADA II LLC	09/01/2018	NMC1179343	NMC1179342
DIX 3	CLOVER NEVADA II LLC	09/01/2018	NMC1179344	NMC1179342
DIX 4	CLOVER NEVADA II LLC	09/01/2018	NMC1179345	NMC1179342
DIX 5	CLOVER NEVADA II LLC	09/01/2018	NMC1179346	NMC1179342
DIX 6	CLOVER NEVADA II LLC	09/01/2018	NMC1179347	NMC1179342
DIX 7	CLOVER NEVADA II LLC	09/01/2018	NMC1179348	NMC1179342
DIX 8	CLOVER NEVADA II LLC	09/01/2018	NMC1179349	NMC1179342

DIX 9	CLOVER NEVADA II LLC	09/01/2018	NMC1179350	NMC1179342
DIX 10	CLOVER NEVADA II LLC	09/01/2018	NMC1179351	NMC1179342
DIX 11	CLOVER NEVADA II LLC	09/01/2018	NMC1179352	NMC1179342
DIX 12	CLOVER NEVADA II LLC	09/01/2018	NMC1179353	NMC1179342
DIX 13	CLOVER NEVADA II LLC	09/01/2018	NMC1179354	NMC1179342
DIX 14	CLOVER NEVADA II LLC	09/01/2018	NMC1179355	NMC1179342
DIX 15	CLOVER NEVADA II LLC	09/01/2018	NMC1179356	NMC1179342
DIX 16	CLOVER NEVADA II LLC	09/01/2018	NMC1179357	NMC1179342
DIX 17	CLOVER NEVADA II LLC	09/01/2018	NMC1179358	NMC1179342
DIX 18	CLOVER NEVADA II LLC	09/01/2018	NMC1179359	NMC1179342
DIX 19	CLOVER NEVADA II LLC	09/01/2018	NMC1179360	NMC1179342
DIX 20	CLOVER NEVADA II LLC	09/01/2018	NMC1179361	NMC1179342
DIX 21	CLOVER NEVADA II LLC	09/01/2018	NMC1179362	NMC1179342
DIX 22	CLOVER NEVADA II LLC	09/01/2018	NMC1179363	NMC1179342
DIX 23	CLOVER NEVADA II LLC	09/01/2018	NMC1179364	NMC1179342
DIX 24	CLOVER NEVADA II LLC	09/01/2018	NMC1179365	NMC1179342
DIX 25	CLOVER NEVADA II LLC	09/01/2018	NMC1179366	NMC1179342
DIX 26	CLOVER NEVADA II LLC	09/01/2018	NMC1179367	NMC1179342
DIX 27	CLOVER NEVADA II LLC	09/01/2018	NMC1179368	NMC1179342
DIX 28	CLOVER NEVADA II LLC	09/01/2018	NMC1179369	NMC1179342
DIX 29	CLOVER NEVADA II LLC	09/01/2018	NMC1179370	NMC1179342
DIX 30	CLOVER NEVADA II LLC	09/01/2018	NMC1179371	NMC1179342
DIX 31	CLOVER NEVADA II LLC	09/01/2018	NMC1179372	NMC1179342
DIX 32	CLOVER NEVADA II LLC	09/01/2018	NMC1179373	NMC1179342
DIX 33	CLOVER NEVADA II LLC	09/01/2018	NMC1179374	NMC1179342
DIX 34	CLOVER NEVADA II LLC	09/01/2018	NMC1179375	NMC1179342
DIX 35	CLOVER NEVADA II LLC	09/01/2018	NMC1179376	NMC1179342
DIX 36	CLOVER NEVADA II LLC	09/01/2018	NMC1179377	NMC1179342

**North Star Project**  
Township 30 North, Range 53 East  
Mount Diablo Baseline & Meridian  
Elko County, Nevada  
Number of Claims: 56

<b>Claim Name</b>	<b>Claimant Name</b>	<b>Loc Date</b>	<b>BLM Serial #</b>	<b>BLM Lead Serial #</b>
NDS 1	CLOVER NEVADA II LLC	04/06/2006	NMC930236	NMC930236
NDS 2	CLOVER NEVADA II LLC	04/06/2006	NMC930237	NMC930236
NDS 3	CLOVER NEVADA II LLC	04/06/2006	NMC930238	NMC930236
NDS 4	CLOVER NEVADA II LLC	04/06/2006	NMC930239	NMC930236
NDS 5	CLOVER NEVADA II LLC	04/06/2006	NMC930240	NMC930236
NDS 6	CLOVER NEVADA II LLC	04/06/2006	NMC930241	NMC930236
NDS 7	CLOVER NEVADA II LLC	04/06/2006	NMC930242	NMC930236
NDS 8	CLOVER NEVADA II LLC	04/06/2006	NMC930243	NMC930236
NDS 9	CLOVER NEVADA II LLC	04/06/2006	NMC930244	NMC930236
NDS 10	CLOVER NEVADA II LLC	04/06/2006	NMC930245	NMC930236
NDS 11	CLOVER NEVADA II LLC	04/06/2006	NMC930246	NMC930236
NDS 12	CLOVER NEVADA II LLC	04/06/2006	NMC930247	NMC930236
NDS 13	CLOVER NEVADA II LLC	04/06/2006	NMC930248	NMC930236
NDS 14	CLOVER NEVADA II LLC	04/06/2006	NMC930249	NMC930236
NDS 15	CLOVER NEVADA II LLC	04/06/2006	NMC930250	NMC930236
NDS 16	CLOVER NEVADA II LLC	04/06/2006	NMC930251	NMC930236
NDS 17	CLOVER NEVADA II LLC	04/06/2006	NMC930252	NMC930236
NDS 18	CLOVER NEVADA II LLC	04/06/2006	NMC930253	NMC930236
NDS 19	CLOVER NEVADA II LLC	04/06/2006	NMC930254	NMC930236
NDS 20	CLOVER NEVADA II LLC	04/06/2006	NMC930255	NMC930236
NDS 21	CLOVER NEVADA II LLC	04/06/2006	NMC930256	NMC930236
NDS 22	CLOVER NEVADA II LLC	04/06/2006	NMC930257	NMC930236
NDS 23	CLOVER NEVADA II LLC	04/06/2006	NMC930258	NMC930236
NDS 24	CLOVER NEVADA II LLC	04/06/2006	NMC930259	NMC930236
NDS 25	CLOVER NEVADA II LLC	04/06/2006	NMC930260	NMC930236
NDS 26	CLOVER NEVADA II LLC	04/06/2006	NMC930261	NMC930236
NDS 27	CLOVER NEVADA II LLC	04/06/2006	NMC930262	NMC930236
NDS 28	CLOVER NEVADA II LLC	04/06/2006	NMC930263	NMC930236
NDS 29	CLOVER NEVADA II LLC	04/06/2006	NMC930264	NMC930236
NDS 30	CLOVER NEVADA II LLC	04/06/2006	NMC930265	NMC930236
NDS 31	CLOVER NEVADA II LLC	04/06/2006	NMC930266	NMC930236
NDS 32	CLOVER NEVADA II LLC	04/06/2006	NMC930267	NMC930236
NDS 33	CLOVER NEVADA II LLC	04/06/2006	NMC930268	NMC930236

NDS 34	CLOVER NEVADA II LLC	04/06/2006	NMC930269	NMC930236
NDS 35	CLOVER NEVADA II LLC	04/06/2006	NMC930270	NMC930236
NDS 36	CLOVER NEVADA II LLC	04/06/2006	NMC930271	NMC930236
NDS 37	CLOVER NEVADA II LLC	04/06/2006	NMC930272	NMC930236
NDS 38	CLOVER NEVADA II LLC	04/06/2006	NMC930273	NMC930236
NDS 43	CLOVER NEVADA II LLC	04/06/2006	NMC930278	NMC930236
NDS 45	CLOVER NEVADA II LLC	04/06/2006	NMC930280	NMC930236
NDS 46	CLOVER NEVADA II LLC	04/06/2006	NMC930281	NMC930236
NDS 47	CLOVER NEVADA II LLC	04/06/2006	NMC930282	NMC930236
NDS 48	CLOVER NEVADA II LLC	04/06/2006	NMC930283	NMC930236
NDS 49	CLOVER NEVADA II LLC	04/06/2006	NMC930284	NMC930236
NDS 50	CLOVER NEVADA II LLC	04/06/2006	NMC930285	NMC930236
NDS 51	CLOVER NEVADA II LLC	04/06/2006	NMC930286	NMC930236
NDS 52	CLOVER NEVADA II LLC	04/06/2006	NMC930287	NMC930236
NDS 53	CLOVER NEVADA II LLC	04/06/2006	NMC930288	NMC930236
NDS 54	CLOVER NEVADA II LLC	04/06/2006	NMC930289	NMC930236
NDS 55	CLOVER NEVADA II LLC	04/06/2006	NMC930290	NMC930236
NDS 56	CLOVER NEVADA II LLC	04/06/2006	NMC930291	NMC930236
NDS 39	CLOVER NEVADA II LLC	11/19/2018	NMC1182513	NMC1182513
NDS 40	CLOVER NEVADA II LLC	11/19/2018	NMC1182514	NMC1182513
NDS 41	CLOVER NEVADA II LLC	11/19/2018	NMC1182515	NMC1182513
NDS 42	CLOVER NEVADA II LLC	11/19/2018	NMC1182516	NMC1182513
NDS 44	CLOVER NEVADA II LLC	11/19/2018	NMC1182517	NMC1182513

## EXHIBIT "A"

AFTER RECORDING, RETURN TO  
AND SEND ANY TAX NOTICES TO:  
Royalty Consolidation Company, LLC  
c/o Elko Mining Group LLC  
230 S. Rock Blvd., Suite 30  
Reno, NV 89502

APN: N/A (royalty only)

*The undersigned affirm that this document does not  
contain the personal information of any person*

**DOC# 721782**  
02/08/2017 12:54PM  
**Official Record**  
Requested By  
PARR BROWN GEE AND LOVELESS  
**Elko County - NV**  
**D Mike Smales - Recorder**  
Page: 1 of 16 Fee: \$29.00  
Recorded By ST RPTT: \$0.00



\*721782\*

**ROYALTY DEED**  
(Dixie Flats)

This Royalty Deed ("Deed") is made effective as of February 8, 2017, by and between CLOVER NEVADA II LLC, a Nevada limited liability company ("Payor"), and ROYALTY CONSOLIDATION COMPANY, LLC, a Nevada limited liability company whose address for purposes of this Deed is c/o Elko Mining Group LLC, 230 South Rock Boulevard, Suite 30, Reno, Nevada 89502 ("Payee"). Payor and Payee are collectively referred to herein as the "Parties" and individually as a "Party."

Recitals

A. On June 29, 2015 (the "Closing Date"), Clover Nevada LLC, a Nevada limited liability company ("Original Grantor"), acquired the Property (as defined below) pursuant to the Order of the United States Bankruptcy Court for the District of Delaware, Case No. 15-10503-MFW, in respect of Allied Nevada Gold Corp., *et al.* dated June 18, 2015 approving the sale of the Property (amongst other certain assets, as more particularly set forth therein) and the Asset Purchase Agreement dated as of April 27, 2015 attached thereto and all schedules, appendixes, exhibits and attachments thereto.

B. Following the Closing Date, Original Grantor agreed to grant (the "Intended Grant") the Royalty (as defined below) to a subsidiary of its ultimate parent, Waterton Precious Metals Fund II Cayman, LP ("Fund II").

C. Pursuant to a Deed effective as of November 23, 2016, Original Grantor conveyed to Payor all of its right, title and interest in and to the Property, at which time Payee was aware of the Intended Grant.

D. Payee, a subsidiary of Fund II, desires, and Payor has agreed to execute, deliver and record, this Deed in order to memorialize the Intended Grant and to evidence the intentions of Original Grantor and Payee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, incorporating the Recitals set forth above, agree as



721782

02/08/2017  
2 of 16

follows:

1. Grant of Production Royalty. Payor does hereby grant and convey to Payee a perpetual Net Smelter Returns production royalty (the "Royalty") equal to two percent (2.0%) (the "Royalty Rate") on any and all production and sale of minerals from the real property described in Exhibit A hereto (the "Property"), which Royalty shall be payable in accordance with the provisions of Exhibit B hereto. The Property is located in Elko County, Nevada. The Royalty shall run with the Property and shall be binding upon and inure to the benefit of the Parties and their respective successors in interest.

2. Royalty Reduction Option. Payor shall have the option (the "Royalty Reduction Option"), exercisable by written notice to Payee (or Payee's successors) at any time prior to the third anniversary of this Deed, to reduce the Royalty Rate to one percent (1.0%) (the "Reduced Royalty Rate"), in exchange for payment to Payee of One Million Five Hundred Thousand United States Dollars (US\$1,500,000) in immediately available funds. Any such reduction shall be effective upon Payee's receipt of such notice and payment. Any and all royalties accruing under this Deed after such notice and payment shall be calculated and paid in accordance with the Reduced Royalty Rate. Except for the reduction in the Royalty Rate, all other provisions of this Deed shall remain the same if and after the Royalty Reduction Option is exercised by Payor.

3. Further Assurances. Each Party agrees to execute and deliver and record, from time to time, such additional documents and to take such further actions as may be necessary to fully implement the transactions contemplated by this Deed.

4. Governing Law. This instrument, and any causes of action arising out of or based upon this instrument or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of Nevada, without regard to choice or conflict of law principles that would result in the application of the laws of any other jurisdiction. Each Party irrevocably consents, on behalf of itself and its successors, to the exclusive jurisdiction of the courts of the State of Nevada or the federal district court for the District of Nevada, as may be applicable, in respect of any disputes arising hereunder.

5. Binding Effect. This Deed shall inure to the benefit of and be binding upon the Parties and their respective successors.

6. Execution. This Deed may be executed in multiple counterparts, which taken together shall constitute one and the same document.

*[Signature page follows]*



721782

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3 of 16

IN WITNESS WHEREOF, the Parties have executed this Deed on the dates indicated in the acknowledgements below, but effective as of the date first set forth above.

Payor:

CLOVER NEVADA II LLC, a Nevada limited  
liability company

By: 

Name: Richard Wells

Title: Authorized Signatory

Payee:

ROYALTY CONSOLIDATION COMPANY, LLC,  
a Nevada limited company

By: 

Name: Richard Wells

Title: Authorized Signatory

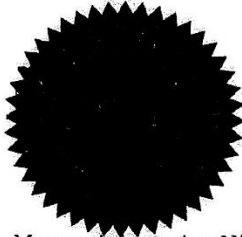


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CITY OF TORONTO       )  
                                  ) ss.  
PROVINCE OF ONTARIO   )

On this 8 day of February, 2017, personally appeared before me, a Notary Public, Richard Wells, the Authorized Signatory of CLOVER NEVADA II LLC, a Nevada limited liability company, who acknowledged that he or she executed the above instrument on behalf of said entity.

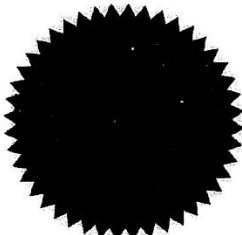


My commission expires: N/A

  
\_\_\_\_\_  
NOTARY PUBLIC, residing in Toronto

CITY OF TORONTO       )  
                                  ) ss.  
PROVINCE OF ONTARIO   )

On this 8 day of February, 2017, personally appeared before me, a Notary Public, Richard Wells, the Authorized Signatory of ROYALTY CONSOLIDATION COMPANY, LLC, a Nevada limited liability company, who acknowledged that he or she executed the above instrument on behalf of said entity.



My commission expires: N/A

  
\_\_\_\_\_  
NOTARY PUBLIC, residing in Toronto





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	<b>Claim Name</b>	<b>BLM Serial Number</b>
1	DIX 1	NMC 732210
2	DIX 2	NMC 732211
3	DIX 3	NMC 732212
4	DIX 4	NMC 732213
5	DIX 5	NMC 732214
6	DIX 6	NMC 732215
7	DIX 7	NMC 732216
8	DIX 8	NMC 732217
9	DIX 9	NMC 732218
10	DIX 10	NMC 732219
11	DIX 11	NMC 732220
12	DIX 12	NMC 732221
13	DIX 13	NMC 732222
14	DIX 14	NMC 732223
15	DIX 15	NMC 732224
16	DIX 16	NMC 732225
17	DIX 17	NMC 732226
18	DIX 18	NMC 732227
19	DIX 19	NMC 732228
20	DIX 20	NMC 732229
21	DIX 21	NMC 732230
22	DIX 22	NMC 732231
23	DIX 23	NMC 732232
24	DIX 24	NMC 732233
25	DIX 25	NMC 732234
26	DIX 26	NMC 732235
27	DIX 27	NMC 732236
28	DIX 28	NMC 732237
29	DIX 29	NMC 732238
30	DIX 30	NMC 732239
31	DIX 31	NMC 732240



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32	DIX 32	NMC 732241
33	DIX 33	NMC 732242
34	DIX 34	NMC 732243
35	DIX 35	NMC 732244
36	DIX 36	NMC 732245
37	DIX 37	NMC 732246
38	DIX 38	NMC 732247
39	DIX 39	NMC 732248
40	DIX 40	NMC 732249
41	DIX 41	NMC 732250
42	DIX 42	NMC 732251
43	DIX 43	NMC 732252
44	DIX 44	NMC 732253
45	DIX 45	NMC 732254
46	DIX 46	NMC 732255
47	DIX 47	NMC 732256
48	DIX 48	NMC 732257
49	DIX 49	NMC 732258
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51	DIX 51	NMC 732260
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53	DIX 53	NMC 732262
54	DIX 54	NMC 732263
55	DIX 55	NMC 732264
56	DIX 56	NMC 732265
57	DIX 57	NMC 732266
58	DIX 58	NMC 732267
59	DIX 59	NMC 732268
60	DIX 60	NMC 732269
61	DIX 61	NMC 732270
62	DIX 62	NMC 732271
63	DIX 63	NMC 732272
64	DIX 64	NMC 732273
65	DIX 65	NMC 732274
66	DIX 66	NMC 732275
67	DIX 67	NMC 732276
68	DIX 68	NMC 732277



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69	DIX 69	NMC 732278
70	DIX 70	NMC 732279
71	DIX 71	NMC 732280
72	DIX 72	NMC 732281
73	DIX 73	NMC 732282
74	DIX 74	NMC 732283
75	DIX 75	NMC 732284
76	DIX 76	NMC 732285
77	DIX 77	NMC 732286
78	DIX 78	NMC 732287
79	DIX 79	NMC 732288
80	DIX 80	NMC 732289
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82	DIX 82	NMC 732291
83	DIX 83	NMC 732292
84	DIX 84	NMC 732293
85	DIX 85	NMC 732294
86	DIX 86	NMC 732295
87	DIX 87	NMC 732296
88	DIX 88	NMC 732297
89	DIX 89	NMC 732298
90	DIX 90	NMC 732299
91	DIX 91	NMC 732300
92	DIX 92	NMC 732301
93	DIX 93	NMC 732302
94	DIX 94	NMC 732303
95	DIX 95	NMC 732304
96	DIX 96	NMC 732305
97	DIX 97	NMC 732306
98	DIX 98	NMC 732307
99	DIX 99	NMC 732308
100	DIX 100	NMC 732309
101	DIX 101	NMC 732310
102	DIX 102	NMC 732311
103	DIX 103	NMC 732312
104	DIX 104	NMC 732313
105	DIX 105	NMC 732314



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106	DIX 106	NMC 732315
107	DIX 107	NMC 732316
108	DIX 108	NMC 732317
109	DIX 109	NMC 732318
110	DIX 110	NMC 732319
111	DIX 111	NMC 732320
112	DIX 112	NMC 732321
113	DIX 113	NMC 732322
114	DIX 114	NMC 732323
115	DIX 115	NMC 732324
116	DIX 116	NMC 732325
117	DIX 117	NMC 732326
118	DIX 118	NMC 732327
119	DIX 119	NMC 732328
120	DIX 120	NMC 732329
121	DIX 121	NMC 732330
122	DIX 122	NMC 732331
123	DIX 123	NMC 732332
124	DIX 124	NMC 732333
125	DIX 125	NMC 732334
126	DIX 126	NMC 732335
127	DIX 127	NMC 732336
128	DIX 128	NMC 732337
129	DIX 129	NMC 732338
130	DIX 130	NMC 732339
131	DIX 131	NMC 732340
132	DIX 132	NMC 732341
133	DIX 133	NMC 732342
134	DIX 134	NMC 732343
135	SR 1	NMC 883993
136	SR 2	NMC 883994
137	SR 3	NMC 883995
138	SR 4	NMC 883996
139	SR 5	NMC 883997
140	SR 6	NMC 883998
141	SR 7	NMC 883999
142	SR 8	NMC 884000



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143	SR 9	NMC 884001
144	SR 10	NMC 884002
145	SR 11	NMC 884003
146	SR 12	NMC 884004
147	SR 13	NMC 884005
148	SR 14	NMC 884006
149	SR 15	NMC 884007
150	SR 16	NMC 884008
151	SR 17	NMC 884009
152	SR 18	NMC 884010
153	SR 19	NMC 884011
154	SR 20	NMC 884012
155	SR 21	NMC 884013
156	SR 22	NMC 884014
157	SR 23	NMC 884015
158	SR 24	NMC 884016
159	SR 25	NMC 884017
160	SR 26	NMC 884018
161	SR 27	NMC 884019
162	SR 28	NMC 884020
163	SR 29	NMC 884021
164	SR 30	NMC 884022
165	SR 31	NMC 884023
166	SR 32	NMC 884024
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169	SR 35	NMC 884027
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171	SR 37	NMC 884029
172	SR 38	NMC 884030
173	SR 39	NMC 884031
174	SR 40	NMC 884032
175	SR 41	NMC 884033
176	SR 42	NMC 884034
177	SR 43	NMC 884035
178	SR 44	NMC 884036
179	SR 45	NMC 884037



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180	SR 46	NMC 884038
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182	SR 48	NMC 884040
183	SR 49	NMC 884041
184	SR 50	NMC 884042
185	SR 51	NMC 884043
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189	SR 55	NMC 884047
190	SR 56	NMC 884048
191	SR 57	NMC 884049
192	SR 58	NMC 884050
193	SR 59	NMC 884051
194	SR 60	NMC 884052
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199	SR 65	NMC 884057
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201	SR 67	NMC 884059
202	SR 68	NMC 884060
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205	SR 71	NMC 884063
206	SR 72	NMC 884064
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214	DK 8	NMC 887561
215	DK 9	NMC 887562
216	DK 10	NMC 887563



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217	DK 11	NMC 887564
218	DK 12	NMC 887565
219	DK 13	NMC 887566
220	DK 14	NMC 887567
221	DK 15	NMC 887568
222	DK 16	NMC 887569
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224	DK 18	NMC 887571
225	DK 19	NMC 887572
226	DK 20	NMC 887573
227	DK 21	NMC 887574
228	DK 22	NMC 887575
229	DK 23	NMC 887576
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236	DK 30	NMC 887583
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248	DF 42	NMC 887595
249	DF 43	NMC 887596
250	DF 44	NMC 887597
251	DF 45	NMC 887598
252	DF 46	NMC 887599
253	DF 47	NMC 887600



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254	DF 48	NMC 887601
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256	DF 50	NMC 887603
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273	DF 67	NMC 887620
274	DF 68	NMC 887621
275	DF 69	NMC 887622
276	DF 70	NMC 887623
277	DF 71	NMC 887624
278	DF 72	NMC 887625
279	DF 1	NMC 887840
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281	DF 3	NMC 887842
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285	DF 7	NMC 887846
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287	DF 9	NMC 887848
288	DF 10	NMC 887849
289	DF 11	NMC 887850
290	DF 12	NMC 887851





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291	DF 13	NMC 887852
292	DF 14	NMC 887853
293	DF 15	NMC 887854
294	DF 16	NMC 887855
295	DF 17	NMC 887856
296	DF 18	NMC 887857
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307	DF 29	NMC 887868
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310	DF 32	NMC 887871
311	DF 33	NMC 887872
312	DF 34	NMC 887873
313	DF 35	NMC 887874
314	DF 36	NMC 887875



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02/08/2017  
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1. “Net Smelter Returns” means the proceeds actually received, or deemed to have been received in the case of refined gold and silver as described in Section 1.a below, from the sale or deemed sale of minerals produced from the Property, less the charges described in Section 1.b below. In no case shall such proceeds be less than the fair market value of the product sold.

a. If Payor sells refined gold or silver, Payor shall be deemed to have received proceeds from the sale thereof equal to the number of ounces of refined gold or silver outturned to Payor’s account during the calendar quarter multiplied in the case of gold by the average daily afternoon LBMA Gold Price (formerly known as the London Bullion Brokers P.M. Gold Fixing) during such calendar quarter and in the case of silver by the average of the daily Handy & Harmon Noon Silver Quotation during the calendar quarter. The average price for a calendar quarter shall be determined by dividing the sum of all daily prices posted during the calendar quarter by the number of days that prices were posted. The posted price shall be obtained from the *Wall Street Journal*, *Reuters*, *E&MJ* or other industry-accepted source. Payor shall have the right to market and sell to third parties refined gold and silver in any manner it chooses, including the sale of such refined gold and silver on the commodity market. In this regard, Payee shall have no right to participate in any gains and/or profits or obligation to suffer any losses accruing to Payor as a result of forward sales, options trading, commodities futures trading or similar transactions.

b. Charges to be deducted from proceeds in determining Net Smelter Returns are the following:

(1) all costs, charges and expenses paid or incurred by Payor for treatment in the smelting and refining processes (including handling, processing, interest and provisional settlement fees, sampling, assaying and representation costs, penalties and other processor deductions);

(2) all costs, charges and expenses paid or incurred by Payor for transportation of the mined substance from the Property to the place or places of treatment and thence to the place or places of sale (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation);

(3) sales and brokerage costs on the mined substance for which the Royalty is payable; and

(4) sales, use, severance, net proceeds of mine, and ad valorem taxes applicable under local, state and federal law and any other tax or governmental levy or fee relating to the mined substance for which the Royalty is payable (other than taxes based upon income).

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For avoidance of doubt, there shall be no deduction of mining costs, ore transportation costs, ore processing costs, or any other mining or processing cost except for those specifically listed above.

2. Royalties shall accrue quarterly (based on calendar quarters) and shall become due and payable by Payor on the last day of the month following the end of each quarter. All Royalty payments shall be calculated on the basis of and paid in United States Dollars. Royalty payments shall be accompanied by pertinent information in sufficient detail to explain the calculation of the Royalty payment.

3. Except in the case of fraud or intentional misrepresentation, all statements for royalties rendered to Payee by Payor during any quarter shall conclusively be presumed to be true and correct after one year following the end of such quarter unless within said one-year period Payee takes written exception thereto and makes a claim on Payor for adjustment. No adjustment favorable to Payor shall be made unless the claim therefor is made within the same prescribed period.

4. Payee, upon notice in writing to Payor, shall have the right to audit Payor's accounts and records relating to the amount, method of calculation and payment of the Royalty for any calendar quarter within the one-year period following the end of such calendar quarter; provided, however, that the making of any audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in the preceding paragraph. All audits shall be conducted by Payee at the office of Payor where the relevant books and records are maintained and shall be conducted during normal business hours. Each audit shall be undertaken at Payee's sole cost and expense; provided that should the audit of any Royalty payment reveal a deficiency of five percent (5.0%) or more between the amount that should have been paid by Payor to Payee in respect of the corresponding calendar quarter and the amount actually paid, Payor shall reimburse Payee for all costs and expenses incurred in undertaking such audit.

5. Payor shall have the right to mine and process amounts of ore reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the Property and its minerals without incurring any obligation to make Royalty payments, unless such ore is actually sold by Payor.

6. Payor shall have the right to commingle ore removed from the Property or products derived therefrom after treatment, with other ore or products, before or after concentration or beneficiation, so long as the data necessary to determine the weight, grade and recoverability of both the ore removed from the Property or products derived therefrom and the ore or products with which it is commingled are obtained by Payor. Payor shall then use that data to determine Payee's interest in minerals extracted from ores or products so mixed. Such data and determinations shall be acquired and completed in accordance with generally accepted industry practices.

7. Nothing in this instrument shall impose any obligation or covenant, express or implied, upon Payor to commence or conduct any exploration, development, mining or other operations upon or in connection with the Property, it being understood by the Parties that Payor shall have sole discretion to determine the technical and economic feasibility, timing, nature, manner, method, rate and extent of commencing and conducting any such operations.



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8. For payment and communication purposes, the addresses of the Parties shall be as follows:

Payor: Clover Nevada LLC  
c/o Elko Mining Group LLC  
230 S. Rock Blvd., Suite 30  
Reno, NV 89502

Payee: Royalty Consolidation Company, LLC  
c/o Elko Mining Group LLC  
230 S. Rock Blvd., Suite 30  
Reno, NV 89502


All notices and communications regarding this instrument shall be in writing and shall be effective upon receipt after personal delivery (including delivery by express courier service) or delivery by certified mail to such addresses. Either Party may, by notice to the other given as aforesaid, change its mailing address for future payments and notices.

*[The remainder of this page is intentionally left blank]*

AFTER RECORDING, RETURN TO  
AND SEND ANY TAX NOTICES TO:  
Royalty Consolidation Company, LLC  
c/o Elko Mining Group LLC  
230 S. Rock Blvd., Suite 30  
Reno, NV 89502

APN: N/A (royalty only)

*The undersigned affirm that this document does not  
contain the personal information of any person*

**DOC# 721785**  
02/08/2017 12:54PM  
**Official Record**  
Requested By  
PARR BROWN GEE AND LOVELESS  
Elko County - NV  
**D Mike Smales - Recorder**  
Page: 1 of 9 Fee: \$22.00  
Recorded By ST RPTT: \$0.00  
  
\*721785\*

**ROYALTY DEED**  
(North Dark Star)

This Royalty Deed ("Deed") is made effective as of February 8, 2017, by and between CLOVER NEVADA II LLC, a Nevada limited liability company ("Payor"), and ROYALTY CONSOLIDATION COMPANY, LLC, a Nevada limited liability company whose address for purposes of this Deed is c/o Elko Mining Group LLC, 230 South Rock Boulevard, Suite 30, Reno, Nevada 89502 ("Payee"). Payor and Payee are collectively referred to herein as the "Parties" and individually as a "Party."

**Recitals**

A. On June 29, 2015 (the "Closing Date"), Clover Nevada LLC, a Nevada limited liability company ("Original Grantor"), acquired the Property (as defined below) pursuant to the Order of the United States Bankruptcy Court for the District of Delaware, Case No. 15-10503-MFW, in respect of Allied Nevada Gold Corp., *et al.* dated June 18, 2015 approving the sale of the Property (amongst other certain assets, as more particularly set forth therein) and the Asset Purchase Agreement dated as of April 27, 2015 attached thereto and all schedules, appendixes, exhibits and attachments thereto.

B. Following the Closing Date, Original Grantor agreed to grant (the "Intended Grant") the Royalty (as defined below) to a subsidiary of its ultimate parent, Waterton Precious Metals Fund II Cayman, LP ("Fund II").

C. Pursuant to a Deed effective as of November 23, 2016, Original Grantor conveyed to Payor all of its right, title and interest in and to the Property, at which time Payee was aware of the Intended Grant.

D. Payee, a subsidiary of Fund II, desires, and Payor has agreed to execute, deliver and record, this Deed in order to memorialize the Intended Grant and to evidence the intentions of Original Grantor and Payee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, incorporating the Recitals set forth above, agree as



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follows:

1. Grant of Production Royalty. Payor does hereby grant and convey to Payee a perpetual Net Smelter Returns production royalty (the "Royalty") equal to three percent (3.0%) (the "Royalty Rate") on any and all production and sale of minerals from the real property described in Exhibit A hereto (the "Property"), which Royalty shall be payable in accordance with the provisions of Exhibit B hereto. The Property is located in Elko County, Nevada. The Royalty shall run with the Property and shall be binding upon and inure to the benefit of the Parties and their respective successors in interest.

2. Further Assurances. Each Party agrees to execute and deliver and record, from time to time, such additional documents and to take such further actions as may be necessary to fully implement the transactions contemplated by this Deed.

3. Governing Law. This instrument, and any causes of action arising out of or based upon this instrument or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of Nevada, without regard to choice or conflict of law principles that would result in the application of the laws of any other jurisdiction. Each Party irrevocably consents, on behalf of itself and its successors, to the exclusive jurisdiction of the courts of the State of Nevada or the federal district court for the District of Nevada, as may be applicable, in respect of any disputes arising hereunder.

4. Binding Effect. This Deed shall inure to the benefit of and be binding upon the Parties and their respective successors.

5. Execution. This Deed may be executed in multiple counterparts, which taken together shall constitute one and the same document.

*[Signature page follows]*

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02/08/2017  
3 of 9

IN WITNESS WHEREOF, the Parties have executed this Deed on the dates indicated in the acknowledgements below, but effective as of the date first set forth above.


Payor:

CLOVER NEVADA II LLC, a Nevada limited  
liability company

By:   
Name: Richard Wells  
Title: Authorized Signatory

Payee:

ROYALTY CONSOLIDATION COMPANY, LLC,  
a Nevada limited company

By:   
Name: Richard Wells  
Title: Authorized Signatory

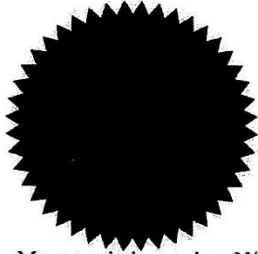


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CITY OF TORONTO       )  
                                  ) ss.  
PROVINCE OF ONTARIO )

On this 8 day of February, 2017, personally appeared before me, a Notary Public, Richard Wells, the Authorized Signatory of CLOVER NEVADA II LLC, a Nevada limited liability company, who acknowledged that he or she executed the above instrument on behalf of said entity.

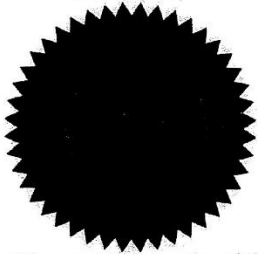


My commission expires: N/A

  
\_\_\_\_\_  
NOTARY PUBLIC, residing in Toronto

CITY OF TORONTO       )  
                                  ) ss.  
PROVINCE OF ONTARIO )

On this 8 day of February, 2017, personally appeared before me, a Notary Public, Richard Wells, the Authorized Signatory of ROYALTY CONSOLIDATION COMPANY, LLC, a Nevada limited liability company, who acknowledged that he or she executed the above instrument on behalf of said entity.



My commission expires: N/A

  
\_\_\_\_\_  
NOTARY PUBLIC, residing in Toronto





721785

02/08/2017  
5 of 9**Exhibit "A"****Property****Elko County, Nevada**

	<b>Claim Name</b>	<b>BLM Serial Number</b>
1	NDS 1	NMC 930236
2	NDS 2	NMC 930237
3	NDS 3	NMC 930238
4	NDS 4	NMC 930239
5	NDS 5	NMC 930240
6	NDS 6	NMC 930241
7	NDS 7	NMC 930242
8	NDS 8	NMC 930243
9	NDS 9	NMC 930244
10	NDS 10	NMC 930245
11	NDS 11	NMC 930246
12	NDS 12	NMC 930247
13	NDS 13	NMC 930248
14	NDS 14	NMC 930249
15	NDS 15	NMC 930250
16	NDS 16	NMC 930251
17	NDS 17	NMC 930252
18	NDS 18	NMC 930253
19	NDS 19	NMC 930254
20	NDS 20	NMC 930255
21	NDS 21	NMC 930256
22	NDS 22	NMC 930257
23	NDS 23	NMC 930258
24	NDS 24	NMC 930259
25	NDS 25	NMC 930260
26	NDS 26	NMC 930261
27	NDS 27	NMC 930262
28	NDS 28	NMC 930263
29	NDS 29	NMC 930264
30	NDS 30	NMC 930265
31	NDS 31	NMC 930266
32	NDS 32	NMC 930267
33	NDS 33	NMC 930268
34	NDS 34	NMC 930269
35	NDS 35	NMC 930270
36	NDS 36	NMC 930271
37	NDS 37	NMC 930272
38	NDS 38	NMC 930273
39	NDS 39	NMC 930274
40	NDS 40	NMC 930275
41	NDS 41	NMC 930276
42	NDS 42	NMC 930277



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43	NDS 43	NMC 930278
44	NDS 44	NMC 930279
45	NDS 45	NMC 930280
46	NDS 46	NMC 930281
47	NDS 47	NMC 930282
48	NDS 48	NMC 930283
49	NDS 49	NMC 930284
50	NDS 50	NMC 930285
51	NDS 51	NMC 930286
52	NDS 52	NMC 930287
53	NDS 53	NMC 930288
54	NDS 54	NMC 930289
55	NDS 55	NMC 930290
56	NDS 56	NMC 930291



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02/08/2017  
7 of 9**Exhibit B**Royalty

1. “Net Smelter Returns” means the proceeds actually received, or deemed to have been received in the case of refined gold and silver as described in Section 1.a below, from the sale or deemed sale of minerals produced from the Property, less the charges described in Section 1.b below. In no case shall such proceeds be less than the fair market value of the product sold.

a. If Payor sells refined gold or silver, Payor shall be deemed to have received proceeds from the sale thereof equal to the number of ounces of refined gold or silver outturned to Payor's account during the calendar quarter multiplied in the case of gold by the average daily afternoon LBMA Gold Price (formerly known as the London Bullion Brokers P.M. Gold Fixing) during such calendar quarter and in the case of silver by the average of the daily Handy & Harmon Noon Silver Quotation during the calendar quarter. The average price for a calendar quarter shall be determined by dividing the sum of all daily prices posted during the calendar quarter by the number of days that prices were posted. The posted price shall be obtained from the *Wall Street Journal*, *Reuters*, *E&MJ* or other industry-accepted source. Payor shall have the right to market and sell to third parties refined gold and silver in any manner it chooses, including the sale of such refined gold and silver on the commodity market. In this regard, Payee shall have no right to participate in any gains and/or profits or obligation to suffer any losses accruing to Payor as a result of forward sales, options trading, commodities futures trading or similar transactions.

b. Charges to be deducted from proceeds in determining Net Smelter Returns are the following:

(1) all costs, charges and expenses paid or incurred by Payor for treatment in the smelting and refining processes (including handling, processing, interest and provisional settlement fees, sampling, assaying and representation costs, penalties and other processor deductions);

(2) all costs, charges and expenses paid or incurred by Payor for transportation of the mined substance from the Property to the place or places of treatment and thence to the place or places of sale (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation);

(3) sales and brokerage costs on the mined substance for which the Royalty is payable; and

(4) sales, use, severance, net proceeds of mine, and ad valorem taxes applicable under local, state and federal law and any other tax or governmental levy or fee relating to the mined substance for which the Royalty is payable (other than taxes based upon income).

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For avoidance of doubt, there shall be no deduction of mining costs, ore transportation costs, ore processing costs, or any other mining or processing cost except for those specifically listed above.

2. Royalties shall accrue quarterly (based on calendar quarters) and shall become due and payable by Payor on the last day of the month following the end of each quarter. All Royalty payments shall be calculated on the basis of and paid in United States Dollars. Royalty payments shall be accompanied by pertinent information in sufficient detail to explain the calculation of the Royalty payment.

3. Except in the case of fraud or intentional misrepresentation, all statements for royalties rendered to Payee by Payor during any quarter shall conclusively be presumed to be true and correct after one year following the end of such quarter unless within said one-year period Payee takes written exception thereto and makes a claim on Payor for adjustment. No adjustment favorable to Payor shall be made unless the claim therefor is made within the same prescribed period.

4. Payee, upon notice in writing to Payor, shall have the right to audit Payor's accounts and records relating to the amount, method of calculation and payment of the Royalty for any calendar quarter within the one-year period following the end of such calendar quarter; provided, however, that the making of any audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in the preceding paragraph. All audits shall be conducted by Payee at the office of Payor where the relevant books and records are maintained and shall be conducted during normal business hours. Each audit shall be undertaken at Payee's sole cost and expense; provided that should the audit of any Royalty payment reveal a deficiency of five percent (5.0%) or more between the amount that should have been paid by Payor to Payee in respect of the corresponding calendar quarter and the amount actually paid, Payor shall reimburse Payee for all costs and expenses incurred in undertaking such audit.

5. Payor shall have the right to mine and process amounts of ore reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the Property and its minerals without incurring any obligation to make Royalty payments, unless such ore is actually sold by Payor.

6. Payor shall have the right to commingle ore removed from the Property or products derived therefrom after treatment, with other ore or products, before or after concentration or beneficiation, so long as the data necessary to determine the weight, grade and recoverability of both the ore removed from the Property or products derived therefrom and the ore or products with which it is commingled are obtained by Payor. Payor shall then use that data to determine Payee's interest in minerals extracted from ores or products so mixed. Such data and determinations shall be acquired and completed in accordance with generally accepted industry practices.

7. Nothing in this instrument shall impose any obligation or covenant, express or implied, upon Payor to commence or conduct any exploration, development, mining or other operations upon or in connection with the Property, it being understood by the Parties that Payor shall have sole discretion to determine the technical and economic feasibility, timing, nature, manner, method, rate and extent of commencing and conducting any such operations.



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8. For payment and communication purposes, the addresses of the Parties shall be as follows:

Payor: Clover Nevada LLC  
c/o Elko Mining Group LLC  
230 S. Rock Blvd., Suite 30  
Reno, NV 89502

Payee: Royalty Consolidation Company, LLC  
c/o Elko Mining Group LLC  
230 S. Rock Blvd., Suite 30  
Reno, NV 89502

All notices and communications regarding this instrument shall be in writing and shall be effective upon receipt after personal delivery (including delivery by express courier service) or delivery by certified mail to such addresses. Either Party may, by notice to the other given as aforesaid, change its mailing address for future payments and notices.

*[The remainder of this page is intentionally left blank]*

AFTER RECORDING, RETURN TO  
AND SEND ANY TAX NOTICES TO:  
Royalty Consolidation Company, LLC  
c/o Elko Mining Group LLC  
230 S. Rock Blvd., Suite 30  
Reno, NV 89502

APN: N/A (royalty only)

*The undersigned affirm that this document does not  
contain the personal information of any person*

**DOC# 721791**  
02/08/2017 01:06PM  
**Official Record**  
Requested By  
PARR BROWN GEE AND LOVELESS  
**Elko County - NV**  
**D Mike Smales - Recorder**  
Page: 1 of 8 Fee: \$21.00  
Recorded By ST RPTT: \$0.00



\*721791\*

### **ROYALTY DEED**

(Woodruff)

This Royalty Deed ("Deed") is made effective as of February 8, 2017, by and between CLOVER NEVADA II LLC, a Nevada limited liability company ("Payor"), and ROYALTY CONSOLIDATION COMPANY, LLC, a Nevada limited liability company whose address for purposes of this Deed is c/o Elko Mining Group LLC, 230 South Rock Boulevard, Suite 30, Reno, Nevada 89502 ("Payee"). Payor and Payee are collectively referred to herein as the "Parties" and individually as a "Party."

#### **Recitals**

A. On June 29, 2015 (the "Closing Date"), Clover Nevada LLC, a Nevada limited liability company ("Original Grantor"), acquired the Property (as defined below) pursuant to the Order of the United States Bankruptcy Court for the District of Delaware, Case No. 15-10503-MFW, in respect of Allied Nevada Gold Corp., *et al.* dated June 18, 2015 approving the sale of the Property (amongst other certain assets, as more particularly set forth therein) and the Asset Purchase Agreement dated as of April 27, 2015 attached thereto and all schedules, appendixes, exhibits and attachments thereto.

B. Following the Closing Date, Original Grantor agreed to grant (the "Intended Grant") the Royalty (as defined below) to a subsidiary of its ultimate parent, Waterton Precious Metals Fund II Cayman, LP ("Fund II").

C. Pursuant to a Deed effective as of November 23, 2016, Original Grantor conveyed to Payor all of its right, title and interest in and to the Property, at which time Payee was aware of the Intended Grant.

D. Payee, a subsidiary of Fund II, desires, and Payor has agreed to execute, deliver and record, this Deed in order to memorialize the Intended Grant and to evidence the intentions of Original Grantor and Payee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, incorporating the Recitals set forth above, agree as



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follows:

1. Grant of Production Royalty. Payor does hereby grant and convey to Payee a perpetual Net Smelter Returns production royalty (the "Royalty") equal to four percent (4.0%) (the "Royalty Rate") on any and all production and sale of minerals from the real property described in **Exhibit A** hereto (the "Property"), which Royalty shall be payable in accordance with the provisions of **Exhibit B** hereto. The Property is located in Elko County, Nevada. The Royalty shall run with the Property and shall be binding upon and inure to the benefit of the Parties and their respective successors in interest.

2. Royalty Reduction Option. Payor shall have the option (the "Royalty Reduction Option"), exercisable by written notice to Payee (or Payee's successors) at any time prior to the third anniversary of this Deed, to reduce the Royalty Rate to: (a) two percent (2.0%), in exchange for payment to Payee of Four Million United States Dollars (US\$4,000,000) in immediately available funds; or (b) three percent (3.0%), in exchange for payment to Payee of Two Million United States Dollars (US\$2,000,000) in immediately available funds (as applicable, the "Reduced Royalty Rate"). Any such reduction shall be effective upon Payee's receipt of such notice and payment. Any and all royalties accruing under this Deed after such notice and payment shall be calculated and paid in accordance with the Reduced Royalty Rate. Except for the reduction in the Royalty Rate, all other provisions of this Deed shall remain the same if and after the Royalty Reduction Option is exercised by Payor.

3. Further Assurances. Each Party agrees to execute and deliver and record, from time to time, such additional documents and to take such further actions as may be necessary to fully implement the transactions contemplated by this Deed.

4. Governing Law. This instrument, and any causes of action arising out of or based upon this instrument or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of Nevada, without regard to choice or conflict of law principles that would result in the application of the laws of any other jurisdiction. Each Party irrevocably consents, on behalf of itself and its successors, to the exclusive jurisdiction of the courts of the State of Nevada or the federal district court for the District of Nevada, as may be applicable, in respect of any disputes arising hereunder.

5. Binding Effect. This Deed shall inure to the benefit of and be binding upon the Parties and their respective successors.

6. Execution. This Deed may be executed in multiple counterparts, which taken together shall constitute one and the same document.

*[Signature page follows]*



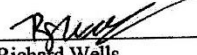
721791

02/08/2017  
3 of 8

IN WITNESS WHEREOF, the Parties have executed this Deed on the dates indicated in the acknowledgements below, but effective as of the date first set forth above.

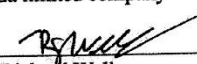
Payor:

CLOVER NEVADA II LLC, a Nevada limited liability company

By:   
Name: Richard Wells  
Title: Authorized Signatory

Payee:

ROYALTY CONSOLIDATION COMPANY, LLC,  
a Nevada limited company

By:   
Name: Richard Wells  
Title: Authorized Signatory



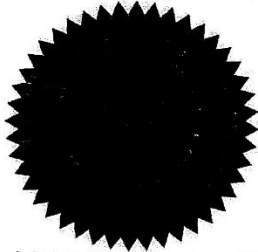


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02/08/2017  
4 of 8

CITY OF TORONTO )  
 ) ss.  
PROVINCE OF ONTARIO )

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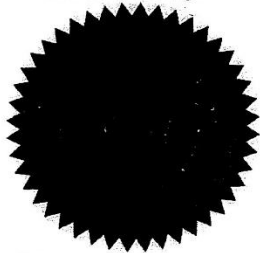


My commission expires: N/A


  
NOTARY PUBLIC, residing in Toronto

CITY OF TORONTO )  
 ) ss.  
PROVINCE OF ONTARIO )

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My commission expires: N/A

  
NOTARY PUBLIC, residing in Toronto



721791

02/08/2017  
5 of 8**Exhibit "A"****Property****Elko County, Nevada**

	<b>Claim Name</b>	<b>BLM Serial Number</b>
1	C #1	NMC 768212
2	C #2	NMC 768213
3	C #3	NMC 768214
4	C #4	NMC 768215
5	C #5	NMC 768216
6	C #6	NMC 768217
7	C #7	NMC 768218
8	C #8	NMC 768219
9	C #9	NMC 768220
10	C #10	NMC 768221
11	C #11	NMC 768222
12	C #12	NMC 768223
13	C #13	NMC 768224
14	C #14	NMC 768225
15	C #15	NMC 768226
16	C #16	NMC 768227
17	C #17	NMC 768228
18	C #18	NMC 768229



721791

02/08/2017  
6 of 8**Exhibit B**Royalty

1. "Net Smelter Returns" means the proceeds actually received, or deemed to have been received in the case of refined gold and silver as described in Section 1.a below, from the sale or deemed sale of minerals produced from the Property, less the charges described in Section 1.b below. In no case shall such proceeds be less than the fair market value of the product sold.

a. If Payor sells refined gold or silver, Payor shall be deemed to have received proceeds from the sale thereof equal to the number of ounces of refined gold or silver outturned to Payor's account during the calendar quarter multiplied in the case of gold by the average daily afternoon LBMA Gold Price (formerly known as the London Bullion Brokers P.M. Gold Fixing) during such calendar quarter and in the case of silver by the average of the daily Handy & Harmon Noon Silver Quotation during the calendar quarter. The average price for a calendar quarter shall be determined by dividing the sum of all daily prices posted during the calendar quarter by the number of days that prices were posted. The posted price shall be obtained from the *Wall Street Journal*, *Reuters*, *E&MJ* or other industry-accepted source. Payor shall have the right to market and sell to third parties refined gold and silver in any manner it chooses, including the sale of such refined gold and silver on the commodity market. In this regard, Payee shall have no right to participate in any gains and/or profits or obligation to suffer any losses accruing to Payor as a result of forward sales, options trading, commodities futures trading or similar transactions.

b. Charges to be deducted from proceeds in determining Net Smelter Returns are the following:

(1) all costs, charges and expenses paid or incurred by Payor for treatment in the smelting and refining processes (including handling, processing, interest and provisional settlement fees, sampling, assaying and representation costs, penalties and other processor deductions);

(2) all costs, charges and expenses paid or incurred by Payor for transportation of the mined substance from the Property to the place or places of treatment and thence to the place or places of sale (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation);

(3) sales and brokerage costs on the mined substance for which the Royalty is payable; and

(4) sales, use, severance, net proceeds of mine, and ad valorem taxes applicable under local, state and federal law and any other tax or governmental levy or fee relating to the mined substance for which the Royalty is payable (other than taxes based upon income).

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02/08/2017  
7 of 8

For avoidance of doubt, there shall be no deduction of mining costs, ore transportation costs, ore processing costs, or any other mining or processing cost except for those specifically listed above.

2. Royalties shall accrue quarterly (based on calendar quarters) and shall become due and payable by Payor on the last day of the month following the end of each quarter. All Royalty payments shall be calculated on the basis of and paid in United States Dollars. Royalty payments shall be accompanied by pertinent information in sufficient detail to explain the calculation of the Royalty payment.

3. Except in the case of fraud or intentional misrepresentation, all statements for royalties rendered to Payee by Payor during any quarter shall conclusively be presumed to be true and correct after one year following the end of such quarter unless within said one-year period Payee takes written exception thereto and makes a claim on Payor for adjustment. No adjustment favorable to Payor shall be made unless the claim therefor is made within the same prescribed period.

4. Payee, upon notice in writing to Payor, shall have the right to audit Payor's accounts and records relating to the amount, method of calculation and payment of the Royalty for any calendar quarter within the one-year period following the end of such calendar quarter; provided, however, that the making of any audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in the preceding paragraph. All audits shall be conducted by Payee at the office of Payor where the relevant books and records are maintained and shall be conducted during normal business hours. Each audit shall be undertaken at Payee's sole cost and expense; provided that should the audit of any Royalty payment reveal a deficiency of five percent (5.0%) or more between the amount that should have been paid by Payor to Payee in respect of the corresponding calendar quarter and the amount actually paid, Payor shall reimburse Payee for all costs and expenses incurred in undertaking such audit.

5. Payor shall have the right to mine and process amounts of ore reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the Property and its minerals without incurring any obligation to make Royalty payments, unless such ore is actually sold by Payor.

6. Payor shall have the right to commingle ore removed from the Property or products derived therefrom after treatment, with other ore or products, before or after concentration or beneficiation, so long as the data necessary to determine the weight, grade and recoverability of both the ore removed from the Property or products derived therefrom and the ore or products with which it is commingled are obtained by Payor. Payor shall then use that data to determine Payee's interest in minerals extracted from ores or products so mixed. Such data and determinations shall be acquired and completed in accordance with generally accepted industry practices.

7. Nothing in this instrument shall impose any obligation or covenant, express or implied, upon Payor to commence or conduct any exploration, development, mining or other operations upon or in connection with the Property, it being understood by the Parties that Payor shall have sole discretion to determine the technical and economic feasibility, timing, nature, manner, method, rate and extent of commencing and conducting any such operations.

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721791

02/08/2017  
8 of 8

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c/o Elko Mining Group LLC  
230 S. Rock Blvd., Suite 30  
Reno, NV 89502

All notices and communications regarding this instrument shall be in writing and shall be effective upon receipt after personal delivery (including delivery by express courier service) or delivery by certified mail to such addresses. Either Party may, by notice to the other given as aforesaid, change its mailing address for future payments and notices.

*[The remainder of this page is intentionally left blank]*

**SCHEDULE "A"**

**TO THAT CERTAIN AGREEMENT MADE AS OF JANUARY 11, 2021  
BETWEEN RANGEFRONT CONSULTING, LLC.  
AND SHOWCASE MINERALS INC.**

**Woodruff Project**

Township 32 North, Range 52 East  
Mount Diablo Baseline & Meridian  
Elko County, Nevada  
Number of Claims: 18

<b>Claim Name</b>	<b>Claimant Name</b>	<b>Loc Date</b>	<b>BLM Serial #</b>	<b>Blm Lead Serial #</b>
C #1	CLOVER NEVADA II LLC	02/09/1997	NMC768212	NMC768212
C #2	CLOVER NEVADA II LLC	02/09/1997	NMC768213	NMC768212
C #3	CLOVER NEVADA II LLC	02/09/1997	NMC768214	NMC768212
C #4	CLOVER NEVADA II LLC	02/09/1997	NMC768215	NMC768212
C #5	CLOVER NEVADA II LLC	02/09/1997	NMC768216	NMC768212
C #6	CLOVER NEVADA II LLC	02/09/1997	NMC768217	NMC768212
C #7	CLOVER NEVADA II LLC	02/09/1997	NMC768218	NMC768212
C #8	CLOVER NEVADA II LLC	02/09/1997	NMC768219	NMC768212
C #9	CLOVER NEVADA II LLC	02/09/1997	NMC768220	NMC768212
C #10	CLOVER NEVADA II LLC	02/09/1997	NMC768221	NMC768212
C #11	CLOVER NEVADA II LLC	02/09/1997	NMC768222	NMC768212
C #12	CLOVER NEVADA II LLC	02/09/1997	NMC768223	NMC768212
C #13	CLOVER NEVADA II LLC	02/09/1997	NMC768224	NMC768212
C #14	CLOVER NEVADA II LLC	02/09/1997	NMC768225	NMC768212
C #15	CLOVER NEVADA II LLC	02/07/1997	NMC768226	NMC768212
C #16	CLOVER NEVADA II LLC	02/07/1997	NMC768227	NMC768212
C #17	CLOVER NEVADA II LLC	02/07/1997	NMC768228	NMC768212
C #18	CLOVER NEVADA II LLC	02/07/1997	NMC768229	NMC768212

**Dixie Flats Project**

Township 30 North, Range 53 East

Township 31 North, Range 53 East

Township 31 North, Range 54 East

Mount Diablo Baseline &amp; Meridian

Elko County, Nevada

Number of Claims: 180

<b>Claim Name</b>	<b>Claimant Name</b>	<b>Loc Date</b>	<b>BLM Serial #</b>	<b>BLM Lead Serial #</b>
DIX 109	CLOVER NEVADA II LLC	11/05/1995	NMC732318	NMC732282
DIX 110	CLOVER NEVADA II LLC	11/05/1995	NMC732319	NMC732282
DIX 111	CLOVER NEVADA II LLC	11/05/1995	NMC732320	NMC732282
DIX 112	CLOVER NEVADA II LLC	11/05/1995	NMC732321	NMC732282
DIX 113	CLOVER NEVADA II LLC	11/05/1995	NMC732322	NMC732282
DIX 114	CLOVER NEVADA II LLC	11/05/1995	NMC732323	NMC732282
DIX 115	CLOVER NEVADA II LLC	11/05/1995	NMC732324	NMC732282
DIX 116	CLOVER NEVADA II LLC	11/05/1995	NMC732325	NMC732282
DIX 117	CLOVER NEVADA II LLC	11/05/1995	NMC732326	NMC732282
DIX 118	CLOVER NEVADA II LLC	11/05/1995	NMC732327	NMC732282
DIX 119	CLOVER NEVADA II LLC	11/05/1995	NMC732328	NMC732282
DIX 120	CLOVER NEVADA II LLC	11/05/1995	NMC732329	NMC732282
DIX 121	CLOVER NEVADA II LLC	11/05/1995	NMC732330	NMC732282
DIX 122	CLOVER NEVADA II LLC	11/05/1995	NMC732331	NMC732282
DIX 123	CLOVER NEVADA II LLC	11/05/1995	NMC732332	NMC732282
DIX 124	CLOVER NEVADA II LLC	11/05/1995	NMC732333	NMC732282
DIX 125	CLOVER NEVADA II LLC	11/05/1995	NMC732334	NMC732282
DIX 126	CLOVER NEVADA II LLC	11/05/1995	NMC732335	NMC732282
DIX 127	CLOVER NEVADA II LLC	11/05/1995	NMC732336	NMC732282
DIX 128	CLOVER NEVADA II LLC	11/05/1995	NMC732337	NMC732282
DIX 129	CLOVER NEVADA II LLC	11/05/1995	NMC732338	NMC732282
DIX 130	CLOVER NEVADA II LLC	11/05/1995	NMC732339	NMC732282
DIX 131	CLOVER NEVADA II LLC	11/05/1995	NMC732340	NMC732282
DIX 132	CLOVER NEVADA II LLC	11/05/1995	NMC732341	NMC732282
DIX 133	CLOVER NEVADA II LLC	11/05/1995	NMC732342	NMC732282
DIX 134	CLOVER NEVADA II LLC	11/05/1995	NMC732343	NMC732282
DK 1	CLOVER NEVADA II LLC	10/26/2004	NMC887554	NMC887554
DK 2	CLOVER NEVADA II LLC	10/26/2004	NMC887555	NMC887554
DK 3	CLOVER NEVADA II LLC	10/26/2004	NMC887556	NMC887554
DK 4	CLOVER NEVADA II LLC	10/26/2004	NMC887557	NMC887554
DK 5	CLOVER NEVADA II LLC	10/27/2004	NMC887558	NMC887554
DK 6	CLOVER NEVADA II LLC	10/27/2004	NMC887559	NMC887554

DK 7	CLOVER NEVADA II LLC	10/27/2004	NMC887560	NMC887554
DK 8	CLOVER NEVADA II LLC	10/27/2004	NMC887561	NMC887554
DK 9	CLOVER NEVADA II LLC	10/27/2004	NMC887562	NMC887554
DK 10	CLOVER NEVADA II LLC	10/27/2004	NMC887563	NMC887554
DK 11	CLOVER NEVADA II LLC	10/27/2004	NMC887564	NMC887554
DK 12	CLOVER NEVADA II LLC	10/27/2004	NMC887565	NMC887554
DK 13	CLOVER NEVADA II LLC	10/27/2004	NMC887566	NMC887554
DK 14	CLOVER NEVADA II LLC	10/27/2004	NMC887567	NMC887554
DK 15	CLOVER NEVADA II LLC	10/27/2004	NMC887568	NMC887554
DK 16	CLOVER NEVADA II LLC	10/27/2004	NMC887569	NMC887554
DK 17	CLOVER NEVADA II LLC	10/27/2004	NMC887570	NMC887554
DK 18	CLOVER NEVADA II LLC	10/27/2004	NMC887571	NMC887554
DK 19	CLOVER NEVADA II LLC	10/26/2004	NMC887572	NMC887554
DK 20	CLOVER NEVADA II LLC	10/26/2004	NMC887573	NMC887554
DK 21	CLOVER NEVADA II LLC	10/26/2004	NMC887574	NMC887554
DK 22	CLOVER NEVADA II LLC	10/26/2004	NMC887575	NMC887554
DK 23	CLOVER NEVADA II LLC	10/26/2004	NMC887576	NMC887554
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DK 25	CLOVER NEVADA II LLC	10/26/2004	NMC887578	NMC887554
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DF 45	CLOVER NEVADA II LLC	10/26/2004	NMC887598	NMC887554
DF 46	CLOVER NEVADA II LLC	10/26/2004	NMC887599	NMC887554



DF 47	CLOVER NEVADA II LLC	10/26/2004	NMC887600	NMC887554
DF 48	CLOVER NEVADA II LLC	10/26/2004	NMC887601	NMC887554
DF 49	CLOVER NEVADA II LLC	10/26/2004	NMC887602	NMC887554
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DF 51	CLOVER NEVADA II LLC	10/26/2004	NMC887604	NMC887554
DF 52	CLOVER NEVADA II LLC	10/26/2004	NMC887605	NMC887554
DF 53	CLOVER NEVADA II LLC	10/26/2004	NMC887606	NMC887554
DF 54	CLOVER NEVADA II LLC	10/26/2004	NMC887607	NMC887554
DF 55	CLOVER NEVADA II LLC	10/26/2004	NMC887608	NMC887554
DF 56	CLOVER NEVADA II LLC	10/26/2004	NMC887609	NMC887554
DF 57	CLOVER NEVADA II LLC	10/26/2004	NMC887610	NMC887554
DF 58	CLOVER NEVADA II LLC	10/26/2004	NMC887611	NMC887554
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DF 62	CLOVER NEVADA II LLC	10/26/2004	NMC887615	NMC887554
DF 63	CLOVER NEVADA II LLC	10/26/2004	NMC887616	NMC887554
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DF 71	CLOVER NEVADA II LLC	10/26/2004	NMC887624	NMC887554
DF 72	CLOVER NEVADA II LLC	10/26/2004	NMC887625	NMC887554
DF 1	CLOVER NEVADA II LLC	01/14/2005	NMC887840	NMC887840
DF 2	CLOVER NEVADA II LLC	01/14/2005	NMC887841	NMC887840
DF 3	CLOVER NEVADA II LLC	01/14/2005	NMC887842	NMC887840
DF 4	CLOVER NEVADA II LLC	01/14/2005	NMC887843	NMC887840
DF 5	CLOVER NEVADA II LLC	01/14/2005	NMC887844	NMC887840
DF 6	CLOVER NEVADA II LLC	01/14/2005	NMC887845	NMC887840
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DF 12	CLOVER NEVADA II LLC	01/14/2005	NMC887851	NMC887840
DF 13	CLOVER NEVADA II LLC	01/14/2005	NMC887852	NMC887840
DF 14	CLOVER NEVADA II LLC	01/14/2005	NMC887853	NMC887840

DF 15	CLOVER NEVADA II LLC	01/14/2005	NMC887854	NMC887840
DF 16	CLOVER NEVADA II LLC	01/14/2005	NMC887855	NMC887840
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DF 18	CLOVER NEVADA II LLC	01/14/2005	NMC887857	NMC887840
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DF 33	CLOVER NEVADA II LLC	01/14/2005	NMC887872	NMC887840
DF 34	CLOVER NEVADA II LLC	01/14/2005	NMC887873	NMC887840
DF 35	CLOVER NEVADA II LLC	01/14/2005	NMC887874	NMC887840
DF 36	CLOVER NEVADA II LLC	01/14/2005	NMC887875	NMC887840
PF NO. 1	CLOVER NEVADA II LLC	09/10/2008	NMC998550	NMC998550
PF NO. 2	CLOVER NEVADA II LLC	09/10/2008	NMC998551	NMC998550
PF NO. 3	CLOVER NEVADA II LLC	09/10/2008	NMC998552	NMC998550
PF NO. 4	CLOVER NEVADA II LLC	09/10/2008	NMC998553	NMC998550
PF NO. 5	CLOVER NEVADA II LLC	09/10/2008	NMC998554	NMC998550
PF NO. 6	CLOVER NEVADA II LLC	09/10/2008	NMC998555	NMC998550
PF NO. 7	CLOVER NEVADA II LLC	09/10/2008	NMC998556	NMC998550
PF NO. 8	CLOVER NEVADA II LLC	09/10/2008	NMC998557	NMC998550
PF NO. 9	CLOVER NEVADA II LLC	09/10/2008	NMC998558	NMC998550
PF NO. 10	CLOVER NEVADA II LLC	09/10/2008	NMC998559	NMC998550
DIX 1	CLOVER NEVADA II LLC	09/01/2018	NMC1179342	NMC1179342
DIX 2	CLOVER NEVADA II LLC	09/01/2018	NMC1179343	NMC1179342
DIX 3	CLOVER NEVADA II LLC	09/01/2018	NMC1179344	NMC1179342
DIX 4	CLOVER NEVADA II LLC	09/01/2018	NMC1179345	NMC1179342
DIX 5	CLOVER NEVADA II LLC	09/01/2018	NMC1179346	NMC1179342
DIX 6	CLOVER NEVADA II LLC	09/01/2018	NMC1179347	NMC1179342
DIX 7	CLOVER NEVADA II LLC	09/01/2018	NMC1179348	NMC1179342
DIX 8	CLOVER NEVADA II LLC	09/01/2018	NMC1179349	NMC1179342

DIX 9	CLOVER NEVADA II LLC	09/01/2018	NMC1179350	NMC1179342
DIX 10	CLOVER NEVADA II LLC	09/01/2018	NMC1179351	NMC1179342
DIX 11	CLOVER NEVADA II LLC	09/01/2018	NMC1179352	NMC1179342
DIX 12	CLOVER NEVADA II LLC	09/01/2018	NMC1179353	NMC1179342
DIX 13	CLOVER NEVADA II LLC	09/01/2018	NMC1179354	NMC1179342
DIX 14	CLOVER NEVADA II LLC	09/01/2018	NMC1179355	NMC1179342
DIX 15	CLOVER NEVADA II LLC	09/01/2018	NMC1179356	NMC1179342
DIX 16	CLOVER NEVADA II LLC	09/01/2018	NMC1179357	NMC1179342
DIX 17	CLOVER NEVADA II LLC	09/01/2018	NMC1179358	NMC1179342
DIX 18	CLOVER NEVADA II LLC	09/01/2018	NMC1179359	NMC1179342
DIX 19	CLOVER NEVADA II LLC	09/01/2018	NMC1179360	NMC1179342
DIX 20	CLOVER NEVADA II LLC	09/01/2018	NMC1179361	NMC1179342
DIX 21	CLOVER NEVADA II LLC	09/01/2018	NMC1179362	NMC1179342
DIX 22	CLOVER NEVADA II LLC	09/01/2018	NMC1179363	NMC1179342
DIX 23	CLOVER NEVADA II LLC	09/01/2018	NMC1179364	NMC1179342
DIX 24	CLOVER NEVADA II LLC	09/01/2018	NMC1179365	NMC1179342
DIX 25	CLOVER NEVADA II LLC	09/01/2018	NMC1179366	NMC1179342
DIX 26	CLOVER NEVADA II LLC	09/01/2018	NMC1179367	NMC1179342
DIX 27	CLOVER NEVADA II LLC	09/01/2018	NMC1179368	NMC1179342
DIX 28	CLOVER NEVADA II LLC	09/01/2018	NMC1179369	NMC1179342
DIX 29	CLOVER NEVADA II LLC	09/01/2018	NMC1179370	NMC1179342
DIX 30	CLOVER NEVADA II LLC	09/01/2018	NMC1179371	NMC1179342
DIX 31	CLOVER NEVADA II LLC	09/01/2018	NMC1179372	NMC1179342
DIX 32	CLOVER NEVADA II LLC	09/01/2018	NMC1179373	NMC1179342
DIX 33	CLOVER NEVADA II LLC	09/01/2018	NMC1179374	NMC1179342
DIX 34	CLOVER NEVADA II LLC	09/01/2018	NMC1179375	NMC1179342
DIX 35	CLOVER NEVADA II LLC	09/01/2018	NMC1179376	NMC1179342
DIX 36	CLOVER NEVADA II LLC	09/01/2018	NMC1179377	NMC1179342

**North Star Project**  
Township 30 North, Range 53 East  
Mount Diablo Baseline & Meridian  
Elko County, Nevada  
Number of Claims: 56

<b>Claim Name</b>	<b>Claimant Name</b>	<b>Loc Date</b>	<b>BLM Serial #</b>	<b>BLM Lead Serial #</b>
NDS 1	CLOVER NEVADA II LLC	04/06/2006	NMC930236	NMC930236
NDS 2	CLOVER NEVADA II LLC	04/06/2006	NMC930237	NMC930236
NDS 3	CLOVER NEVADA II LLC	04/06/2006	NMC930238	NMC930236
NDS 4	CLOVER NEVADA II LLC	04/06/2006	NMC930239	NMC930236
NDS 5	CLOVER NEVADA II LLC	04/06/2006	NMC930240	NMC930236
NDS 6	CLOVER NEVADA II LLC	04/06/2006	NMC930241	NMC930236
NDS 7	CLOVER NEVADA II LLC	04/06/2006	NMC930242	NMC930236
NDS 8	CLOVER NEVADA II LLC	04/06/2006	NMC930243	NMC930236
NDS 9	CLOVER NEVADA II LLC	04/06/2006	NMC930244	NMC930236
NDS 10	CLOVER NEVADA II LLC	04/06/2006	NMC930245	NMC930236
NDS 11	CLOVER NEVADA II LLC	04/06/2006	NMC930246	NMC930236
NDS 12	CLOVER NEVADA II LLC	04/06/2006	NMC930247	NMC930236
NDS 13	CLOVER NEVADA II LLC	04/06/2006	NMC930248	NMC930236
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NDS 31	CLOVER NEVADA II LLC	04/06/2006	NMC930266	NMC930236
NDS 32	CLOVER NEVADA II LLC	04/06/2006	NMC930267	NMC930236
NDS 33	CLOVER NEVADA II LLC	04/06/2006	NMC930268	NMC930236

NDS 34	CLOVER NEVADA II LLC	04/06/2006	NMC930269	NMC930236
NDS 35	CLOVER NEVADA II LLC	04/06/2006	NMC930270	NMC930236
NDS 36	CLOVER NEVADA II LLC	04/06/2006	NMC930271	NMC930236
NDS 37	CLOVER NEVADA II LLC	04/06/2006	NMC930272	NMC930236
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NDS 40	CLOVER NEVADA II LLC	11/19/2018	NMC1182514	NMC1182513
NDS 41	CLOVER NEVADA II LLC	11/19/2018	NMC1182515	NMC1182513
NDS 42	CLOVER NEVADA II LLC	11/19/2018	NMC1182516	NMC1182513
NDS 44	CLOVER NEVADA II LLC	11/19/2018	NMC1182517	NMC1182513