MINING LEASE

THIS MINING LEASE, dated this 1st day of October 2019, by and between Project Darwin LLC a Nevada Company with offices at 200 McCulloch, P.O. Box 3969, Tonopah, Nevada 89049 herein called the "LESSOR" and INYOAG LLC a Nevada Company, with offices at Highway 265, P.O. Box 7, Silver Peak, Nevada 89047 herein called "LESSEE."

WITNESSETH:

In consideration of the sum of Sixty thousand USD ($60,000.00) and other good and valuable consideration paid by LESSEE to LESSOR, and in consideration of the covenants and agreements herein set forth, the parties agree as follows: ($5,000.00 per month).

1. GRANT OF LEASE

1.1 LESSOR hereby demises, leases and lets unto LESSEE those lands and interests situated near Darwin in Inyo County, State of California, more particularly described in Exhibit "A", attached to and made a part of this Mining Lease and referred to herein as the "Leased Premises."

1.2 LESSEE shall have and is hereby granted by LESSOR during the term of this Mining Lease the exclusive right:

A. To enter upon, explore, examine and investigate the Leased Premises, to carry on geological and geophysical work with respect thereto, and to delineate ore and ore occurrences, and to secure cores and samples from the Leased Premises:

B. To develop, extract, take, mine, save and sell minerals from the Leased Premises, and to engage in related operations with respect to all veins, lodes and mineral deposits contained in or on the Leased Premises, to construct and maintain on the Leased Premises in accordance with County regulations, all works and Buildings and other structures, machinery and facilities necessary for such mining and related operations;

C. To have free access to and from all areas of the Leased Premises. Excluding 13 Utah Drive, Darwin, California

II. TERM OF LEASE

2.1 The term of this Mining Lease is for a period of ten (10) years beginning the date above written and ending ten (10) years later, unless sooner terminated or extended as herein provided.

2.2 LESSEE is hereby granted the right to extend the term of this Mining Lease for One (1) successive extended terms of ten (10) years each by giving written notice to LESSOR at least sixty (60) days prior to the end of any lease term. The yearly lease payment will increase $75,000.00 for the second term.

III. ROYALTIES

3.1 LESSOR reserves and LESSEE will pay the LESSOR a royalty. The Royalty is a 5% "**NSR**" and will be forwarded to Franco Nevada. A copy of said royalty is attached and will be Exhibit "B"

3.2 Along with each monthly royalty payment, LESSEE shall provide LESSOR duplicates of all settlement tickets and an accounting of total dry short tons removed from the mining properties for each month of the quarter which enter a mill or other place of concentration.

3.3 LESSEE agrees that ore produced from the Mining Properties, or concentrate produced there from, will be sold as separate lots and will not be commingled with ore mined from other properties, or concentrates produced there from.

IV. EQUIPMENT AND MACHINERY

4.1 LESSEE shall have access to the equipment on site and a copy of said Equipment will be made part of this lease.

4.2 In the event LESSEE elects to use or add to such equipment and machinery, LESSEE will make current repairs on the items so added and used, keep the same in operating condition, and all such equipment and machinery shall remain with the Leased Premises and belong to LESSOR upon termination of the Mining Lease, ordinary use, wear and depreciation excepted.

4.3 LESSEE agrees to pay all costs in connection with the procuring and use of water, power, telephone and other utilities.

4.4 LESSEE will protect all LESSOR's real and personal property from fire, theft, vandalism, or other controllable damage.

V. SHIPMENT AND SALE OF ORE AND CONCENTRATES

5.1 LESSOR is hereby granted a lien upon all ores extracted from the Leased Premises during the tern of this Mining Lease or any extension thereof to secure to LESSOR any and all sums due or owing by LESSEE.

VI. INSURANCE AND INDEMNITY AND BOND

6.1 LESSEE shall comply with all state and federal social security and unemployment insurance laws. Before commencing work hereunder, LESSEE shall be qualified under the Workers Compensation Law of the State of California and shall at all times comply therewith.

6.2 LESSEE will provide and keep in force the following insurance during the term of this Mining Lease:

A. Statutory Workmen's Compensation Insurance for all employees of LESSEE. Such insurance shall cover claims filed under the Worker's Compensation Laws of the State of California or any law of any state under which liability for any compensation claims shall arise.

B. Employers Liability Insurance to cover claims based on common law filed by LESSEE's employees, for traumatic injuries as well as occupational diseases (including death);

C. Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance covering both bodily injury (including death) and property damage, such insurance to provide specific coverage for liability assumed in 7.3 below.

The Liability insurance shall be in the minimum amounts of $2,000,000.00 for bodily injury for each person and $5,000,000.00 for bodily injury for each accident and $2,000,000.00 for property damage for each accident. The forms of the policies, the companies issuing the same, and all other matters with respect to the adequacy of protection shall be subject to the prior and continuing approval of LESSOR, and certificates of such insurance shall be deposited with LESSOR prior to the commencement of work under this Mining Lease. All such policies shall include a provision to the effect that the LESSOR shall be given not less than thirty (30) days prior written notice by registered or certified mail of any cancellation or change that affects the coverage, and any certificates deposited with LESSOR shall recite such provision.

6.3 LESSEE does hereby indemnify LESSOR and save LESSOR harmless against and from:

A. Any and all claims and liabilities, including costs and expenses, for bodily injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death);

B. Any and all claims and liabilities, including costs and expenses for loss or destruction of, or damage to any property belonging to LESSEE or others (including claims or liabilities for loss of use of any property); and

C. Loss (including loss of use) or destruction of or damage to (1) materials, supplies, equipment and other property necessary for the work, or (a) any property of LESSOR; resulting directly or indirectly from, or occurring in the course of LESSEE's performance of work; provided, however, that such indemnity shall not extend to (i) claims and liabilities for injury or death to persons who are not employees of LESSEE resulting from LESSOR's sole negligence or willful misconduct, or (ii) loss, destruction or damage (including claims and liabilities therefore) resulting from LESSOR's sole negligence or willful misconduct.

6.4 LESSEE agrees to maintain a bond in the amount of Fifty Thousand Dollars ($50,000.00), conditioned upon compliance with all of the provisions of this Mining Lease and to increase the amount of or to furnish such other bond as may be required by LESSOR.

VII. MAINTENANCE OF LEASED PREMISES

7.1 LESSEE will conduct all operations in accordance with good and miner-like practices and in accordance with sound principles of conservation, and will maintain underground operations so that access to underground workings where LESSEE's operations have taken place, will be preserved, and best efforts will be used to restore and maintain the historic 1921 mining camp.

VIII. ROYALTY REDUCTION

8.1 In the event that the LESSEE or any affiliates are successful in the purchase or reduction of the existing NSR Royalty it shall be first to the benefit of PD LLC and then reciprocated to the LESSEE.

IX. TAXES

9.1 LESSEE will pay all property, severance or occupation or franchise taxes hereafter levied against the Leased Premises, or levied for the privilege of conducting mining operations thereon; except, however, where property taxes are based upon set annual proceeds or production, the obligation to pay taxes shall be divided between LESSOR and LESSEE in direct proportion to the percentage of average Net Smelter Returns received of each party hereto. LESSEE will pay taxes levied or assessed hereafter upon all machinery, equipment, and improvements in existence upon the Leased Premises. Payment of all taxes, bill, levies or assessments that appear in LESSOR's name but that are the obligation of LESSEE shall be made by LESSOR from the tax reserve account provided for herein, and LESSEE agrees to pay to LESSOR any deficiencies.

9.2 LESSEE shall pay Seven Hundred Fifty Dollars ($750.00) per month during the term hereof into a reserve account to be kept and maintained by LESSOR for the purpose of payment of all taxes to be paid by LESSEE hereunder at the time the annual tax obligations of LESSEE have been paid, any amount in excess of such obligations in the reserve account shall be refunded to LESSEE. LESSOR shall have the right to require additional payments into the reserve account in the event actual taxes exceed the amounts in the reserve account.

X. TITLE

10.1 LESSOR represents that it has not created any leasehold, lien, or other interests in third parties, and that this Mining Lease shall cover and extend to any further or additional right, title, interest or estate acquired by LESSOR in or to the minerals or rights therein or other interests in the Leased Premises, and that LESSOR has not conveyed or otherwise encumbered the Leased Premises. LESSOR will cooperate with LESSEE in the defense of ownership of any of the Leased Premises.

10.2 If, during the term of this Mining Lease, by location or relocation, LESSEE acquires any interest whatever in lands situated within a radius of two (2) miles of the outside boundary of the Leased Premises, which is not included in the description of the Leased Premises herein, such lands or interest therein so acquired shall be included in and made a part of the Leased Premises as if expressly included without further consideration. Any lands acquired by location or relocation by LESSEE shall immediately upon such acquisition, be deeded and delivered to LESSOR by LESSEE granting all interest and ownership unto LESSOR without consideration other that the inclusion of such ground to this Mining Lease.

If, however, the LESSEE shall acquire lands or interests therein other than location or relocation, such lands shall not be included in this Mining Lease or made part of the Leased Premises, but such lands or interests thereon shall be separate and free from this Mining Lease in every way whatever.

XI. DEFAULT AND CANCELLATION

11.1 If at any time there shall occur any of the following events;

A. If LESSEE shall make as assignment for the benefit of its creditors; or

B. If a decree, mandate or other order by a court having jurisdiction shall have been entered adjudging LESSEE a bankrupt or insolvent, and such decree, mandate or other order shall have continued undischarged or unstayed for a period of (90) days; or if a decree, mandate or other order of a court having jurisdiction for the appointment of a receiver or a liquidator or a trustee or an assignee in bankruptcy or insolvency of LESSEE or of all or substantially all of LESSEE's property shall have been entered and such decree, mandate or other order shall have remained in force undischarged and unstayed for a period of ninety (90) days; or

C. If LESSEE shall institute proceedings for a decree, mandate or other order of any kind mentioned in and within the applicable provisions of the foregoing paragraph B or shall in any such proceedings not instituted by LESSEE file a consent to any such decree or order; or if LESSEE shall admit in writing LESSEE's inability to pay its debts generally as they become due; or

D. If the interest of LESSEE in the Leased Premises shall be sold under the execution or other legal process; or

E. If LESSEE shall fail to pay part or all of the rentals or royalties as set forth herein when due, and such failure shall continue for sixty (60) days after written notice thereof from LESSOR; or

F. If LESSEE shall fail to perform or observe any other covenant, agreement or requirement of this Mining Lease and any such failure shall continue for sixty (60) days after written notice thereof from LESSOR specifying in the nature and extent of any such default, unless such default is reasonable incurable within sixty (60) days and in that event LESSEE shall have commenced the curing of such default and thereafter proceed with all due diligence to complete the curing of such default, then the lease term or extension hereby created shall, at the option of LESSOR, cease and terminate, and the happening of any of the events specified in paragraphs A through F of this section shall operate as a notice to quit, all and every kind of notice to quit being waived;
LESSOR may thereupon recover possession of the Leased Premises without any additional notice to LESSEE or any other proceedings, and all rights of LESSEE under this Mining Lease shall be deemed cancelled and terminated.

XII. TERMINATION FOR CAUSE

12.1 LESSOR will not terminate the lease without just cause. LESSEE will be furnished with a copy of the Environmental Impact Statement Phase One. LESSEE will use best efforts to ensure all operations comply with current environmental guidelines. LESSOR will be made aware of any and all environmental liabilities when they occur. Provisions negotiated with Inyo County for road use, etc., will be honored. Detailed water, weather and production records will be kept. The modernization and digitizing of the volume of historic engineering data, core and geology will be updated and the records protected.
In the event of a material breach, that is not corrected in the sixty (60) day period a termination note will be issued.

12.2 In the event of the termination of this Mining Lease pursuant to section 13.1 hereof, LESSEE shall deliver to LESSOR prior to the effective date of said termination a written release and quitclaim deed releasing all of the rights granted to and acquired by LESSEE under this Mining Lease and quitclaiming to LESSOR all of the rights, titles and interests of LESSEE in and to the Leased Premises.

12.3 Termination of this Mining Lease, whether pursuant to this Article XIII or otherwise, shall not be deemed to terminate any obligations of LESSEE hereunder which have accrued prior to the date of such termination, including those outlined in section 4.1, now shall it terminate the obligation of LESSEE to make royalty payments with relation to all ore mined from the Leased Premises prior to the effective date of such termination.

12.4 In the event of termination of the Mining Lease or any reason whatsoever, LESSEE agrees that it will voluntarily surrender the Leased Premises and all mine workings thereon to LESSOR. In the event of such termination, LESSEE shall not be entitled to remove from the Leased Premises any timbering, roof support, or other materials which are necessary to the physical support of the mine workings or the Leased Premises, nor shall LESSEE be entitled to remove any rail, air lines, water lines, electrical wiring or permanent buildings installed on the Leased Premises. Except as aforesaid, LESSEE shall have the right at any time during a period of thirty (30) days following the termination of this Mining Lease, to remove from the Leased Premises all tools, equipment, machinery, materials, supplies and personal property which shall remain on the Leased Premises following the expiration of said thirty-day period shall be deemed to have been abandoned by LESSEE and shall be and become the property of LESSOR.

12.5 Upon termination or expiration of this Mining Lease, LESSEE shall restore as soon as and to the extent practicable, the surface of areas disturbed by LESSEE, other than roadways, to its original condition and will clean up and remove all debris and waste materials from the Leased Premises.

XIII. FORCE MAJEURE

13.1 All obligations of LESSEE under this Mining Lease, with the exception of the obligation to pay rentals, royalties, and taxes and the performance of annual assessment work, shall be suspended while, but only so long as and to the extent that LESSEE is prevented from complying with such obligations, in whole or in part, by strikes, lockouts, acts of God, unavoidable accidents, uncontrollable delays by transportation, and any state or federal laws, regulations or order or other matters beyond the reasonable control of LESSEE, whether similar to the matters herein specifically enumerated or otherwise.

LESSEE shall not be required against its will to adjust any labor dispute or to question the validity of or to refrain from judicially testing any federal or state law, order, regulation or rule.

XIV. LIENS

14.1 LESSEE will not file or claim, and will ensure that no laborer, materialman or mechanic files or claims, any mechanic's or other lien against the work or any other property of LESSOR on account of the performing or furnishing of any labor, materials or equipment.

XV. INSPECTION

15.1 LESSOR and its agents shall have the right, at reasonable times, to inspect any operations on the Leased Premises and any work being conducted by LESSEE thereon.

XVI. RECORDS AND REPORTS

16.1 LESSEE will keep accurate records, maps and books of account in accordance with usual accounting practices, covering all of its operations hereunder, including, but not limited to, all income received from the sale or disposal of ore taken from the Leased Premises, all work performed and all operations and expenditures for labor, supplies, power tools, equipment, machinery, insurance and taxes and other like and unlike types of expenditures, and shall submit a complete monthly report to LESSOR containing the above information. Along with the expenditure for an item of machinery or equipment, the report shall state whether the item was acquired for the account of LESSEE or as a replacement for LESSOR.

16.2 LESSEE shall keep up-to-date engineering survey records and maps of all surface and underground working places including, but not limited to, shafts, drifts, crosscuts, laterals, raises, winzes, and stopes.

16.3 Records, maps and books of account shall be open for inspection of LESSOR, or its duly authorized agents, at any reasonable time during normal operating hours. LESSOR shall be entitled to an independent audit of all records and books of account, at LESSOR's expense to verify the accuracy of LESSEE's accounting.

16.4 LESSEE will furnish LESSOR monthly progress and production reports, with map showing the character and amount of work performed including footage advance in all headings, concentration of ore by LESSEE during the preceding month, and the place or places where work was performed, and shall make available for LESSOR's inspection all sample rejects, drill core and cuttings, sample data and metallurgical accounts, drill logs, and assay, geological, and engineering maps in order that LESSOR may be kept currently informed as to the character and amount of work performed. All drill hole cores must be preserved. LESSOR reserves the right to make copies of all sample data, metallurgical accounts, drill logs, assay, engineering data, or geological data for LESSOR's permanent record.

XVII. WATER RIGHTS

17.1 LESSOR and LESSEE shall cooperate in order to provide sufficient water resources for operations under this Mining Lease. LESSEE shall have the right to use all water and water rights on or appurtenant to the Leased Premises, heretofore or hereafter developed by LESSOR, after prior appropriations and existing contractual obligations have been satisfied. However, no water owned by LESSOR produced or emanating either from the Leased Premises or originating outside the Leased Premises may be leased or sold by LESSEE to other parties without the prior written consent of LESSOR.

XVIII. INDEPENDENT CONTRACTOR

18.1 LESSEE will forthwith post and thereafter keep posted in conspicuous place on the Leased Premises as many written notices as may be necessary to adequately notify all persons who may come within or upon the Leased Premises that the same are held by LESSEE under lease from LESSOR and that the LESSEE and not LESSOR will be liable for all labor performed supplies and materials used by the LESSEE in and upon the Leased Premises, and that LESSEE and not LESSOR shall be responsible for all debts and expenses incurred in mining operations in or upon the Leased Premises.

18.2 The operations of LESSEE and its employees and agents under this Mining Lease shall be as an independent contractor, and LESSEE and its employees and agents are not employees or agents of LESSOR.

XIX. COMPLIANCE WITH LAW

19.1 LESSEE agrees to comply with all of the terms and provisions of the laws of the State of California and of the United States as now existing or hereafter enacted, including all laws, rules and regulations or orders of any governmental authority affecting the operations upon the Leased Premises. Further, LESSEE shall perform all work in a safe and miner-like manner in accordance with all mining laws of the State of California and such rules and regulations as may have been issued by the Industrial Commission of California or the State Metal Mine Inspector and Fed MSHA.

XX. OCCUPATION OF LEASED PREMISES

20.1 LESSEE acknowledges that it has made a physical inspection of the Leased Premises, including underground workings and all other property, including equipment and machinery, and is familiar with the condition of same and accepts said Leased Premises and such property in their present condition.

XXI. ASSIGNMENT AND SUBCONTRACTOR

21.1 LESSEE, or its successors, shall not assign this Mining Lease or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto or suffer any other person to occupy or use the Leased Premises or any portion thereof without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any such assignment or subletting without such consent shall be void and shall, at the option of LESSOR, terminate this Mining Lease.

21.2 This Mining Lease shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, subject, however, to the assignment restriction contained herein.

21.3 LESSEE may at any time enter into any agreement or agreements not inconsistent with the terms of this Mining Lease with substantial and reliable operating companies or individuals for the performance of any work to be done on the Leased Premises. In any such agreement or agreements, LESSEE shall include an insurance and indemnity provision identical to that contained as Article VII of this Mining Lease, and all such companies or individuals will be required to comply with the terms and conditions thereof.

XXII. NOTICES.

22.1 All notices and payments to be given or paid to LESSOR as provided by this Mining Lease shall be delivered to LESSOR at P.O. Box 3969, Tonopah, Nevada 89049.
22.2 All notices under this Mining Lease to be given to LESSEE shall be delivered to LESSEE at: P.O. Box 29, 12Utah Drive, Darwin, California 93522.
22.3 Service of notice by mail shall be deemed effective and complete at the time of deposit thereof in the United States mail with postage prepaid and addressed as aforesaid. Service of notice by electronic form is acceptable and shall be deemed effective and complete upon the date of delivery thereof to the electronic form for transmission.

XXIII. INSTRUMENT FOR RECORDING

23.1 The parties agree to execute an instrument for purposes of recording on the county records of Inyo County, California, in the form attached hereto as Exhibit "B", and such instrument, together with this Mining Lease, constitute the entire agreement of the parties and may not be modified orally or in any manner than by an agreement in writing, signed by all of the parties hereto or their respective successors in interest.

XXIV. SURRENDER OF POSSESSION

24.1 LESSEE shall on or before the last day of the term hereby granted, or of any extended term, or upon the sooner termination of this Mining Lease due to default or other reason, peaceably and quietly leave, surrender all right, title and interest, and yield up unto LESSOR all and singular the Leased Premises, together with all alterations, additions and replacements thereon, free of subtenancies, liens, encumbrances and in good order and condition, except for reasonable wear and tear thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Mining Lease as of the day and year first above written.

Attest:

Project Darwin, LLC.

_____ By _____

Jack E. Stone,
General Manager

Attest:

_____ By _____

Linda K. Stone
Member

Attest:

INYOAG LLC.

_____ By _____

Jack E. Stone
General Manager

Attest:

_____ By _____

Linda K. Stone
Member

MINING LEASE ADDENDUM

This Lease Addendum ("Addendum") made on December 7th, 2021, is by and between:

LESSOR: Project Darwin LLC ("LESSOR") with a mailing address of 200 McCulloch, PO BOX 3969, Tonopah, Nevada 89049 and

LESSEE: INYOAG LLC ("LESSEE") with a mailing address of Highway 265, PO Box 7, Silver Peak, Nevada 89047.

IT IS KNOWN that this Addendum shall be added to the lease agreement dated 1st of October 2019 for the property located at: Darwin California.

The aforementioned lease agreement is hereby amended as follows:

Term of lease 2.2

LESSEE is hereby granted the right to extend the term of this mining lease for fifteen (15) successive extended terms of ten (10) years each by giving written notice to LESSOR at least sixty (60) days prior to the end of any lease term. The yearly lease payment will increase to 75,000.00 for the second term. Term three and beyond the lease payment will be adjusted based on inflation and agreed upon by both parties. This right is irrevocable and grants INYOAG LLC rights to renewal with pre-payment in 10-year terms.

We, LESSOR and LESSEE, agree to aforementioned amendments to the lease agreement. Any changes made are legally binding upon signature of both parties.

LESSOR Signature Jack E Stone Date: Dec 7 21

Jack E. Stone, General Manger

LESSOR Signature Linda K Stone Date: Dec 7 21

Linda K. Stone, Member

LESSE Signature Jack E Stone Date: Dec 7 21

Jack E. Stone, General Manger

LESSE Signature Linda K Stone Date: Dec 7 21

Linda K. Stone, Member

NEWMONT
The Gold Company

Newmont Mining Corporation
1700 Lincoln Street
Denver, CO 80203
Phone 303.863.7414
Facsimile 303.837.5837
www.newmont.com

December 20, 2007

Via courier

Project Darwin LLC
PO Box 9927
Reno, NV 89507

Re: Assignment and Assumption Agreement ("Assignment") effective December 20, 2007 from Newmont Capital Limited ("Newmont") to Franco-Nevada U.S. Corporation ("Franco") covering the rights ("Royalty") reserved in Assignment of Mining and Millsite Claims and of Rights-of-Way dated July 16, 1984 by and between Atlantic Richfield Company (through Anaconda Minerals Company), Wilhemina Robertson Morian, Corbin J. Robertson, Jr., Lillie Robertson Roach, Carroll Robertson Hochner, and The Alison Suzanne Robertson Trust (the "Agreement")
Darwin Project

Gentlemen:

Enclosed is a copy of the Assignment under which Newmont assigned its interest in the Royalty to Franco.

Please direct all future notices under the Agreement pertaining to the interest assigned to:

Franco-Nevada U.S. Corporation
355 Crossing Circle
Castle Rock, CO 80108
Attention: Alex Morrison
Telephone No.: 303-649-1121
Facsimile No.: 303-837-5810

Please continue to send Newmont any other future notices under the Agreement which do not pertain to the interest assigned.

Please pay to Newmont all royalty amounts payable through December 31, 2007, whether due in relation to the current period or prior periods. Please pay all royalty amounts payable in relation to production commencing January 1, 2008 to Franco at either the above address or the via wire transfer as follows:

Wells Fargo, NA
San Francisco, CA
ABA No: 121000248
Beneficiary: Franco-Nevada US Corporation Account No: 4121656342

Please feel free to contact me at 303-837-5775 or Sharon Dowdall of Franco at 416-480-6491 if you have any questions about the foregoing.

Sincerely,

Thomas M. Roesch
Director, Land

When recorded, return to:

Franco-Nevada U.S. Corporation
1700 Lincoln Street
Denver, CO 80203
Attn: Land Department

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is entered into and shall be effective as of December 20, 2007, and is made and entered into between Newmont Capital Limited, a Nevada corporation, whose address is 1700 Lincoln Street, Denver, Colorado 80203 ("Assignor") and Franco-Nevada U.S. Corporation, a Delaware corporation, whose address is 1700 Lincoln Street, Denver, Colorado 80203 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the royalty reserved in Assignment of Mining and Millsite Claims and of Rights-of-Way dated July 16, 1984 by and between Atlantic Richfield Company (through Anaconda Minerals Company), Wilhemina Robertson Morian, Corbin J. Robertson, Jr., Lillie Robertson Roach, Carroll Robertson Hochner, and The Alison Suzanne Robertson Trust a copy attached as Exhibit A (the "Agreement(s)"). Assignee accepts such assignment, subject to the terms and conditions of the Agreement(s), and assumes the liabilities and obligations that arise out of or relate to the Agreement(s), with respect to the interest assigned.

The rights and obligations of the parties hereto are subject to the terms and provisions of the Master Conveyance Terms Agreement dated December 12, 2007.

This Assignment shall be governed by the laws of the State of California, USA without reference to the choice of law or conflicts of law principles thereof.

This Assignment shall extend to and be binding upon and every benefit hereof shall inure to the parties hereto, their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Assignment effective on the date first written above.

Assignor:

Newmont Capital Limited

By:_____
Name: David R. Faley
Title: Vice President

Assignee:

Franco-Nevada U.S. Corporation

By:_____
Name: Thomas M. Roesch
Title: Vice President

40737-0028/LEGAL13776490.1
Darwin_Assignment.DOC

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 4th day of December 2007, personally appeared before me, a Notary Public, David R. Faley, a qualified and acting officer of Newmont Capital Limited, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of said corporation.

Vicki Engeman Kelley
Notary Public

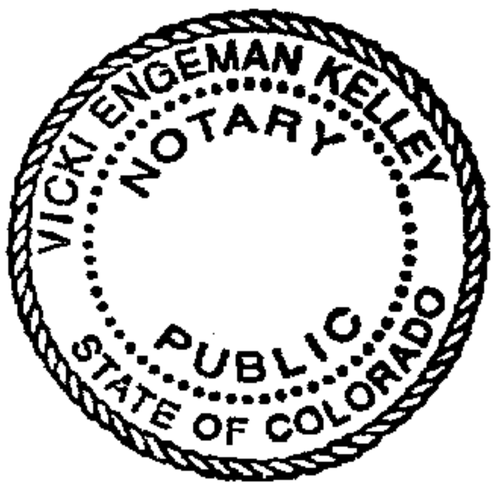
My Commission Expires: 7-22-2009

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 4th day of December 2007, personally appeared before me, a Notary Public, Thomas M. Roesch, a qualified and acting officer of Franco-Nevada U.S. Corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of said corporation.

Vicki Engeman Kelley
Notary Public

My Commission Expires: 7-22-2009



40737-0028/LEGAL13776490.1
Darwin_Assignment.DOC

Exhibit A

[Agreement(s) attached]

ASSIGNMENT OF MINING AND MILLSITE CLAIMS
AND OF RIGHTS-OF-WAY

Atlantic Richfield Company, acting by and through Anaconda Minerals Company, a Division thereof (Anaconda), hereby assigns, conveys, transfers and sets over unto Wilhelmina Robertson Morian (formerly Wilhelmina Robertson Geiselman), Corbin J. Robertson, Jr., Lillie Robertson Roach, Carroll Robertson Hochner, Individually, and Corbin J. Robertson, as Trustee of the Alison Suzanne Robertson Trust (the Quintana Group) the patented and unpatented mining and millsite claims and rights-of-way listed in the attached Schedule (the "Anaconda Properties"), all subject to the joint and several obligation of each member of the Quintana Group, their executors, heirs, successors and assigns, to pay to Anaconda the following royalties reserved in the Agreement for Exchange of Properties between Anaconda and the Quintana Group dated June 20, 1984:

This assignment and convevance from Anaconda to the Quintana Group excepts and reserves to Anaconda royalties on production of minerals saved and sold from the assigned Anaconda Properties (which royalties the Quintana Group agrees to pay) as follows:

(a) A royalty on silver produced, saved and sold from the existing Mineral Tailings and any other materials which are above ground as of the date hereof in an amount, payable thirty (30) days after the end of every calendar quarter commencing with the first full calendar quarter following the Closing Date, equal to one-half (1/2) of the net sales price (total proceeds minus smelter charges) received by the Quintana Group in excess of the Silver Base Price per ounce for all silver produced, saved and sold during such calendar quarter, but not to exceed one hundred percent (100%) of the gross income from mining (within the meaning of Treasury Regulations §1.613-4) from such silver.

(b) A royalty on gold produced, saved and sold from the existing Mineral Tailings and any other materials which are above ground as of the date hereof in an amount payable thirty (30) days after the end of every calendar quarter commencing with the first full calendar quarter following the Closing Date, equal to one-half (1/2) of the net sales price (total proceeds minus smelting charges) received by the Quintana Group in excess of the Gold Base Price per ounce for all gold produced, saved and sold during such calendar quarter, but not to exceed one hundred percent (100%) of the gross income from mining (within the meaning of Treasury Regulations §1.613-4) from such gold.

(c) A royalty on ores and minerals extracted, produced, saved and sold from the Anaconda Properties, other than from the existing Mineral Tailings and any other materials which are above ground as of the date hereof and to which the royalties set out in (a) and (b) above apply, in an amount, payable thirty (30) days following the end of every calendar quarter commencing with the first full calendar quarter following the Closing Date, equal to five percent (5%) of Net Smelter Returns from all such ores and minerals extracted, produced, saved and sold from the Anaconda Properties during that calendar quarter, but not to exceed one hundred percent (100%) of the gross income from mining (within the meaning of Treasury Regulations §1.613-4) from such ores and minerals.

"Net Smelter Returns" shall mean the net proceeds (total proceeds minus smelter charges) received from a

smelter, reduction works, or hydrometallurgical or other processor, including any premiums, awards, subsidies, or bonuses received for production, with no other charges to be taken out of the net proceeds.

The mineral content of all such ore mined and removed shall be determined in accordance with standard sampling and analysis procedures. Upon notice to the Quintana Group, and at Anaconda's expense, Anaconda shall have the right to have a representative present at the time samples are taken.

The Quintana Group shall have the right to mix or commingle, either underground, at the surface or at any processing plant or other treatment facility, any such ores, minerals or compounds containing such ores and minerals with any similar substances derived from the Quintana Group's other lands or properties in the vicinity; provided, however, that the Quintana Group shall first weigh, sample and determine the net weight, moisture content, dry weight, pay metal content, amenability and mill recovery rates for any such ores, minerals or compounds containing such ores and minerals before the same are so mixed or commingled. All such measurement, sampling and determinations shall be made in accordance with sound mining, metallurgical and engineering practices, consisently applied. The Quintana Group shall keep records showing the weights, moisture content, percent metal content and gross metal content of any ores, minerals or compounds so mixed or commingled.

Each royalty payment shall be accompanied by all settlement sheets, copies of contracts, invoices, receipts or other documents and reports used as a basis for computing or having a bearing on such royalty payments. All records relating to the calculation of the royalties or other payments due hereunder shall be available for inspection by Anaconda and its authorized agents during the normal hours of Quintana Group's operations. Any complaint or objection which Anaconda may wish to raise with respect to any amount payable or paid hereunder shall be made by Anaconda to Quintana Group in writing within twelve (12) months after payment of the relevant amounts to Anaconda.

For all purposes hereof, and for the calculation and payment of Anaconda's royalties pursuant hereto, the Silver Base Price for each calendar quarter shall be determined as follows:

$$\text{"Silver Base Price"} = \frac{\$6.10 \times \text{PPI}}{\text{Base PPI}}$$

"PPI" shall be the average producer price index for finished goods (not seasonally adjusted) set forth in Table 1, Producer Prices and Price Indexes for the relevant calendar quarter, published by U.S. Department of Labor, Bureau of Labor Statistics.

"Base PPI" shall be the average producer price index for finished goods (not seasonally adjusted) set forth in Table 1, Producer Prices and Price Indexes for June, July and August, 1984, published by U.S. Department of Labor, Bureau of Labor Statistics.

For all purposes hereof, the Gold Base Price for each calendar quarter shall be determined as follows:

$$\text{"Gold Base Price"} = \frac{\$250 \times \text{PPI}}{\text{Base PPI}}$$

"PPI" shall be the average producer price index for finished goods (not seasonally adjusted) set forth

in Table 1, Producer Prices and Price Indexes for the relevant calendar quarter, published by U.S. Department of Labor, Bureau of Labor Statistics.

"Base PPI" shall be the average producer price index for finished goods (not seasonally adjusted) set forth in Table 1, Producer Prices and Price Indexes for June, July and August, 1984, published by U.S. Department of Labor, Bureau of Labor Statistics.

The Quintana Group shall make no sale of materials on which royalties or other payments will be due to Anacnda hereunder to any affiliated party without the prior written consent of Anaconda.

No material upon the sale of which royalties or other payments will be due to Anaconda hereumder shall be held in inventory by the Quintana Group for a period longer than two (2) years from the date such material reaches the concentrate stage (or further processing stage, if applicable) without prior written approval from Anaconda. For this purpose, the two (2) year periods will be calculated on a "first in - first out" basis.

If the Quintana Group desires to hold any such materials in inventory beyond said two (2) year period, it will give written notice thereof to Anaconda not less than ten (10) days prior to the end of the applicable two (2) year period, whereupon Anaconda, within five (5) days of its receipt of such notice from the Quintana Group, shall advise the Quintana Group in writing that Anaconda either (a) agrees to the retention of such material in inventory or (b) desires that such material be sold or that settlement be made with Anaconda on the same basis as if such material had been sold. Should Anaconda elect option (b) as stated above, then the Quintana Group shall, within ten (10) days after receipt of notice from Anaconda of such election, at the Quintana Group's election, either (a) sell such material out of inventory or (b) make settlement with Anaconda therefor on the same basis as if such material had been sold on the final day of the last specified five (5) day period, in which event no royalties or other payment will be due Anaconda on the sale of such material when same, in fact, is subsequently actually sold.

With respect to the patented and unpatented mining and millsite claims assigned and conveyed hereby, Anaconda warrants that it has title thereto against the claims of all persons claiming by, through or under Anaconda, but not otherwise.

ATLANTIC RICHFIELD COMPANY,
acting by and through Anaconda Minerals Company, a division thereof

By _____
Senior Vice President of
Anaconda Minerals Company,
a Division of
Atlantic Richfield Company

Dated: July 16, 1984

EXHIBIT F

RECORDS LOCATED AT THE ANACONDA PROPERTIES

A. HEAP LEACH PROJECT

1. Assay reports, local assay reports and private company assay reports.

2. Permits--water discharge permit and various building permits.

3. Technical Information--Engineering, maps, equipment, the original set of mylars, nine volumes of information about the operation, information on the SRK pad engineering project Hoyt drilling information of monitoring wells for environmental purposes, reports from Environmental Consultants Inc. out of Las Vegas, which have not already been provided to Quintana.

4. Daily and Monthly Reports: All the monthly reports which went to the Water Quality Control Board in California, the daily sheets of silver recovery and the heap monitoring daily reports; reports on the sample hole drills of the old tailings, which went into the present heap and volumes of correspondence on specifications from various bidders.

5. Maps--there are maps on site of the heap leach operations.

B. OLD UNDERGROUND OPERATION

1. A file of purchase orders and requisitions from the old underground.

2. Assay Reports

3. Mining reports

4. Some inventory reports of old equipment

5. Core Samples

6. All the assessment work that was done in 1982 and 1983 for the underground

7. Maps of the underground and ore reserves

8. Surface maps

9. Old personnel files and payroll books

10. Current list of equipment

DARWIN, CALIFORNIA

PERSONAL PROPERTY - EXHIBIT A

MOBILE EQUIPMENT

	Description	Serial No.
1.	1970 Euclid Off-Highway Water Truck	62E1011
2.	1977 CAT 988B Loader	5OW1288
3.	1974 CAT 992B Loader	25K1249
4.	1972 CAT 16 Grader	49G1352
5.	1973 Michigan 280 Wheel Dozer	9AMG522
6.	1976 Fiat Allis HD21C Tractor Dozer	71A21244
7.	1975 P&H Rough Terrain Crane-Hyd.	40175
8.	1965 Case 530 TC Backhoe	8268044
9.	1971 Worthington - 365 CFM Compressor	775B
10.	1975 Tow Motor Forklift - 6000#	315246
11.	Clark Forklift - 6000#	EH980-L46-781
12.	Weighted Road Compactor	PR6332
13.	Miller Big 40 - 400 Amp. Welder	72-617812
14.	Miller Big 40 - 400 Amp. Welder	71-599219
15.	1969 Ford F700 Lube Truck	F70EUE14164
16.	1972 Ford LN600 - 1-1/2 Ton Flatbed	N6ICUP56623
17.	1980 Int. 4586 Tractor - Wheeled	DVT800
18.	Reynolds Leveler/Scraper	19778
19.	Towner 18' Disc	
20.	1979 Bros. VM278 - Vibratory Roller	2021
21.	Sheeps Foot Compactor	?

IMPROVEMENTS

Description

1. Used Cedar Rapids Impact Breaker with Vib. Feeder, Hopper and Grizzly on Trailer
2. Cement Storage Silos with Dust Collectors & Screw Feeders
3. 36" x 80' Conveyor complete including installation of Pekay Mixer and Ramsay Scale (prov. by Anaconda)
4. Van Saun Balling Drum and Ramsay Scale, 36" x 22' Conveyor 36" x 36' Conveyor, Pekay Mixer
5. Steel Skid Low Balling Drum
6. Radial Stacker - Kolberg Complete
7. Portable Diesel Fuel Tank with skid, pump & hose
8. Separate Skid and Chute for Conveyor
9. Portable Mobile Bulk Cement Tanker with Air
10. 3-300 TPD Precipitation Units
11. 2 - 6' x 4'6" Cone Bottom Bins with Accessories

EXHIBIT A

RECORDS LOCATED AT THE ANACONDA PROPERTIES

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5. Core Samples

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7. Maps of the underground and ore reserves

8. Surface maps

9. Old personnel files and payroll books

10. Current list of equipment

The following are the "Contracts" as referred to in the Agreement for Exchange of Properties dated June 20, 1984, between Anaconda and the Quintana Group:

1. Agreement between U. S. Department of Energy and Anaconda Minerals Company made July 1, 1963, as amended.

2. Cooperative Agreement between U. S. Bureau of Land Management and Anaconda made March 25, 1982.

3. Agreement between Marvin J. Vose, Bette N. Vose and Lisa B. Vose, and Anaconda Minerals Company made February 2, 1982.

* * * * * * *

EXHIBIT B
TO
AGREEMENT DATED JUNE 20, 1984
BETWEEN
ANACONDA AND QUINTANA GROUP

EXHIBIT C

TO

AGREEMENT DATED JUNE 20, 1984

BETWEEN

ANACONDA AND QUINTANA GROUP

QUINTANA GROUP PROPERTY

11.3404 acres (493,987 sq. ft.) of land, more or less, in Harris County, Texas, situated in the Thomas Norments Survey, Abstract 601, comprised of the following tracts: those certain tracts called 0.640 acres and 0.866 acres as described in deed recorded under Clerk's File No. E583095 of the Harris County Deed Records; that certain tract of land as described in deed recorded under Clerk's File No. C447139 of said Deed Records; and that certain tract of land called Tract 1 as described in deed recorded in Volume 5427, Page 548 of said Deed Records, said 11.3404-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found at the intersection of the South right-of-way line of F.M. 525 (Aldine Bender) (80-foot R.O.W.) and the East right-of-way line of Lee Road (R.O.W. varies);

THENCE, South 89°40'36" East, along said South line F.M. 525, a distance of 572.99 feet to a 5/8-inch rod found for corner, same being the Northwest corner of that certain tract of land conveyed from H. G. Bailey and wife, Marguerite F. Bailey, and Mrs. Bose W. Bailey to Elmow Eugene Carson and wife, Mittie Christine Carson in deed dated September 1, 1979 and recorded under Clerk's File No. G244820 of the Harris County Deed Records;

THENCE, South 00°21'30" West, in part, along the West line of said Carson tract, and in part along the Northwesterly right-of-way line of U. S. Highway No. 59 (300-foot R.O.W.), a distance of 357.95 feet to a concrete monument found for an angle point;

THENCE, South 21°46'30" West, along said Northwesterly line of U. S. Highway No. 59, a distance of 856.86 feet to a 3/4-inch iron pipe found for corner;

THENCE, North 88°01'09" West, in part, along the North line of two (2) 60-foot wide strips of land as conveyed to the State of Texas from: Minnie Hightower, in deed dated December 6, 1957 and recorded under Clerk's File No. M1859914 of the Harris County Deed Records; and Frederick H. Goetsch, in deed dated September 2, 1959 and recorded under Clerk's File No. B103401 of the Harris County Deed Records, a distance of 197.57 feet to a 5/8-inch iron rod found for corner on said East line of Lee Road;

THENCE, North 01°40'25" West, along said East line of Lee Road, a distance of 754.67 feet to a concrete monument found for an angle point;

THENCE, North 07°07'35" West, along said East line of Lee Road, a distance of 230.28 feet to a concrete monument found for an angle point;

THENCE, North 01°39'05" West, along said East line of Lee Road, a distance of 167.29 feet to the POINT OF BEGINNING, and CONTAINING 11.3404 acres (493,987 sq. ft.) of land as shown on Drawing No. 221 in the office of D. L. Smith & Associates, Inc., Houston, Texas.

* * * * * * *

THE FOLLOWING DESCRIBED UNPATENTED LODE MINING CLAIMS LOCATED IN SECTIONS 2, 11-14, 18, 23-24, 30; TOWNSHIP 19 SOUTH, RANGE 40 AND 41 EAST, M.D.M. MERIDIAN, UNKNOWN MINING DISTRICT, INYO COUNTY, STATE OF CALIFORNIA, THE LOCATION NOTICES OF WHICH ARE OF RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AND FILED IN THE STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDING DATA BOOK	PAGE	BLM SERIAL NUMBER
ANACONDA	35	497	CAMC 30053
ANACONDA (AMENDED)	59	224	
Tony	66	179	CAMC 30054
AZTEC	25	81	CAMC 30055
BRUCE	23	302	CAMC 30056
COLORADO	59	251	CAMC 30057
COLORADO No. 1 -	59	251	CAMC 30058
COLORADO No. 2	59	251-252	CAMC 30059
COLORADO No. 3	59	252	CAMC 30060
COLORADO No. 4	59	252	CAMC 30061
COLORADO No. 6	59	253	CAMC 30062
COLORADO No. 7	59	253	CAMC 30063
COLORADO No. 8	59	301	CAMC 30064
COLORADO NO. 9	59	302	CAMC 30065
COLORADO NO. 10	59	302	CAMC 30066
Colorado No. 11	68	364	CAMC 30067
Colorado No. 12	68	365	CAMC 30068
COLORADO FRACTION	59	253	CAMC 30069
DEWEY	54	118	CAMC 30070
Di	66	182	CAMC 30071
DI (AMENDED)	87	643	
TRIUMPH	23	32-33	CAMC 30072
Triumph (Amended)	23	599-600	
Vivian #2	23	347	CAMC 30073
Vivian No. 2 (Amended)	23	591-592	
DIVIDEND	31	392-393	CAMC 30074
DIVIDEND (AMENDED)	59	222-223	
DIVIDEND NO. 1	31	393	CAMC 30076
DIVIDEND No. 1 (Amended)	59	223-224	
Vivian #3	23	347	CAMC 30077
Vivian No. 3	23	586-587	
Grand View No. 4	39	605	CAMC 30078
GRAND VIEW No. 4	59	227-228	
Vivian #4	23	348	CAMC 30079
Vivian No. 4	23	598-599	
Harriet	23	302	CAMC 30080
IMPERIAL	56	570	CAMC 30081
IMPERIAL NO 1	55	572	CAMC 30082
IMPERIAL NO 2	55	571	CAMC 30083
IMPERIAL NO 3	55	573-574	CAMC 30084
IMPERIAL NO. 4	55	574	CAMC 30085
IMPERIAL NO 5	55	575	CAMC 30086
IMPERIAL NO 6	55	576	CAMC 30087
IMPERIAL NO 7	55	576	CAMC 30088
IMPERIAL FRACTION NO 3	55	579	CAMC 30089
IMPERIAL FRACTION No. 3	59	234	

(Amended)			
Vivian #5	23	349	CAMC 30090
Vivian No 5	23	587	
INCA	25	80	CAMC 30091
IRONSIDES	32	60-61	CAMC 30092
LANE FRACTION	67	498	CAMC 30093
LANE MILL	33	104	CAMC 30094
Mac	66	181	CAMC 30095
Marc	66	176	CAMC 30096
MARC (AMENDED)	87	645	
Vivian #6	23	349-350	CAMC 30097
VIVIAN #7	25	79-80	CAMC 30098
MIZPAH	25	180	CAMC 30099
MODOC	23	560-561	CAMC 30100
MODOC (AMENDED)	87	639	
VIVIAN NO. 8	25	80	CAMC 30101
ZEAPOTEC	25	81	CAMC 30102
MONTEZUMA	25	82	CAMC 30103
Montezuma Number Two	25	171	CAMC 30104
PHOENIX	32	61	CAMC 30105
Rudy	66	177	CAMC 30106
RUDY (AMENDED)	87	647	
DOG	87	651	CAMC 30107
CAT	87	649	CAMC 30108
SCHEELITE	54	477	CAMC 30109
Slim	66	180	CAMC 30110
SLIM (AMENDED)	68	511	
SLIM (AMENDED)	87	641	
Caliche	98	331	CAMC 30111
Garnet	98	350	CAMC 30112
Contact	98	349	CAMC 30013
WONDER	11	156	CAMC 30114
Southern Cross	24	90	CAMC 30115
STEWART FRACTION No. 1	59	244	CAMC 30116
Stewart Fraction No. 1 (Amended)	51	335-336	
WONDER No. 1	16	246	CAMC 30117
TOLTEC	25	82	CAMC 30118
Tong	66	178	CAMC 30119
APRIL FOOL #2	23	289	CAMC 30075
April Fool No 2	23	592-593	

THE FOLLOWING DESCRIBED MILLSITES SITUATE IN THE COUNTY OF INYO, STATE OF CALIFORNIA, THE LOCATION NOTICES FOR WHICH ARE RECORDED IN THE OFFICE OF THE COUNTY RECORDER FOR SAID INYO COUNTY, STATE OF CALIFORNIA IN THE BOOKS AT THE PAGES SET FORTH BELOW AND FILED IN THE CALIFORNIA STATE OFFICE OF THE UNITED STATES BUREAU OF LAND MANAGEMENT UNDER THE SERIAL NUMBERS INDICATED, AS FOLLOWS:

CLAIM NAME AND NUMBER	RECORDING DATA BOOK	PAGE	BLM SERIAL NUMBER
Darwin Millsite 1	C	494	CAMC 30120
DARWIN MILLSITE 2	C	495	CAMC 30121
DARWIN MILLSITE 3	C	495	CAMC 30122
DARWIN MILLSITE 4	C	495	CAMC 30123
DARWIN MILLSITE 5	C	496	CAMC 30124
DARWIN MILLSITE 6	C	496	CAMC 30125
DARWIN MILLSITE 7	C	497	CAMC 30126
DARWIN MILLSITE 8	C	497	CAMC 30127
Darwin Mill-site 9	67	11	CAMC 30128
DARWIN MILLSITE 10	C	501	CAMC 30129
Darwin Millsite 11	61	140	CAMC 30130
Darwin Millsite 12	61	141	CAMC 30131
Darwin Millsite 13	61	139	CAMC 30132
Darwin Millsite 14	61	138	CAMC 30133
Darwin Millsite 15	61	137	CAMC 30134
Darwin Mill-site 16	67	12	CAMC 30135
Darwin Mill-site 17	67	13	CAMC 30136
Darwin Mill-site 18	67	14	CAMC 30137
Darwin Mill-site 19	67	15	CAMC 30138
Darwin Mill-site 20	67	16	CAMC 30139
Darwin Mill-site 21	67	17	CAMC 30140
Darwin Mill-site 22	67	18	CAMC 30141
Darwin Mill-Site 23	85	83	CAMC 30142
Darwin Mill-Site 24	85	84	CAMC 30143
Darwin Mill Site 25	85	85	CAMC 30144
Darwin Mill-Site 26	85	86	CAMC 30145
Darwin mill-Site 27	85	87	CAMC 30146
Darwin Mill-Site 28	85	88	CAMC 30147
Darwin Mill-Site 29	85	89	CAMC 30148
Darwin Mill-Site 30	85	90	CAMC 30149
Darwin Mill-Site 31	85	91	CAMC 30150
Darwin Mill-Site 32	85	92	CAMC 30151
Darwin Mill-Site 33	85	93	CAMC 30152
Darwin Mill-Site 34	85	94	CAMC 30153
Darwin Mill-Site 35	85	95	CAMC 30154
Darwin Millsite 36	85	143	CAMC 30155
Lane-Mill Site 1	85	81	CAMC 30156
Lane-Mill Site 2	85	82	CAMC 30157
Rip Van Winkle No. 4 Millsite	58	9	CAMC 30158

THE FOLLOWING DESCRIBED PATENTED MINING CLAIMS LOCATED IN SECTIONS 1, 2, 11-14, TOWNSHIP 19 SOUTH, RANGE 40 EAST AND SECTIONS 18, 30 AND 32, TOWNSHIP 19 SOUTH, RANGE 41 EAST, MOUNT DIABLO MERIDIAN, UNKNOWN MINING DISTRICT, INYO COUNTY, STATE OF CALIFORNIA:

CLAIM NAME	MINERAL SURVEY NO.
New York	5362
Rayman	5362
Virginia	5362
Michigan	5362
Lone Star	5362
Ohio	5362
Lucky Jim	5362
Vermont	5362
Defender	5362
Lucky Jim Ext.	5362
Anthony	5362
Thompson No. 1	5362
Thompson No. 2	5362
Thompson No. 3	5362
Thompson No. 4	5362
Thompson No. 5	5362
Lead No. 1	5362
Lead No. 2	5362
Ophir Hill	6455
Ophir Hill No. 2	6455
Ophir Hill No. 3	6455
Ophir Hill No. 4	6455
Independence Ledge	43
Kerso	6050
Essex No. 1	6050
Essex No. 2	6050
Defiance	40
Buena Ventura & the Defiance	38
Bernon	42
Big Ben	6050
Driver	44
Rip Van Winkle No. 1	6050
Rip Van Winkle No. 2	6050
Rip Van Winkle No. 3	6050
Rip Van Winkle No. 4	6050
Major Butt	6051
South West Mine	3342
Last Chance	6051
Last Chance Mine No. 2	3341
Last Chance No. 3	5439
Carbonate	5439
Lucky Bill	5439
Wedge	5439
10	5439
June Bug	6047
Liberty	5439
April Fool	6047
April Fool No. 1	6047
April Fool No. 3	6047
Esperanza	6047
Esperanza No. 1	6047
Columbia	6046
Reddy Millsite	6082
Grand View No. 1	6455
Grand View No. 2	6455
Grand View No. 3	6455
Imperial Fraction No. 1	6455
Imperial Fraction No. 2	6455
Vivian No. 1	6050

Rights-Of-Way

*Lease No. PRC 4627.2 with State of California, State Lands Commission

ROW Serial Number CA-8872 with Bureau of Land Management

Permit

Conditional Use Permit #80-25 with County of Inyo

Water License

License: 004715, Darwin Wash

*assignment requires prior written approval

Town Lots:

Lots 9 and 10 Block 50 - Darwin, California
Lots 1 and 2 Block 50 - Darwin, California

III. Patented Mining Claims

The FOLLOWING DESCRIBED PATENTED MINING CLAIMS LOCATED IN SECTIONS I, 2. 11, 12. 13 AND 14, TOWNSHIP 19 SOUTH, RANGE 40 EAST AND SECTIONS 18, 30 AND 32, TOWNSHIP 19 SOUTH, RANGE 41 EAST, MOUNT DIABLO MIERDIAN, UNKNOWN MINING DISTRICT INYO COUNTY. STATE OF CALIFORNIA:

CLAIM NAME	MINERAL SURVEY NO.	PATENT NUMBER	BOOK/ PAGB	TOWNSHIP, RANGB SECTION SHOWN ON PATENT AND MINERAL SURVEY	TOWNSHIP, RANGE SECTION PER 1944 RESURVEY
New York	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sec. 1
Rayman	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sec. 1
Virginia	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sec. 1
Michigan	5362	779068	35/344	TI9S,R40E	TI9S,R40E,Sce. 1
Lone Star	5362	779068	35/344	T19S,R40E	T19S,R40E,Scc. 1
Ohio	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sec. 1
Lucky Jim	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sec. 1
Vermont	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sec. 1
Defender	5362	779068	35/344	T19S,R40E	TI9S,R40E,Secs. 1,2,11
Lucky Jim Ext.	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sces. 1,12
Anthony	5362	779068	35/344	TI9S,R40E	T19S,R40E,Secs. 1,12
Thompson No. 1	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sces. 11,12
Thompson No.2	5362	779068	35/344	T19S,R40E	TI9S,R40E,Secs. 1,11,12
Thompson No.3	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sec. 12
Thompson No.4	5362	779068	35/344	T19S,R40E	TI9S,R40Escs. 11,12
Thompson No. *S*	5362	779068	35/344	TI9S,R40E	TI9S,R40E,Secs. 11,12
Lead No. 1	5362	779068	35/344	T19S,R40E	T19S,R40E,Sec. 12
Lead No.2	5362	779068	35/344	T19S,R40E	TI9S,R40E,Sec. 12
Ophir Hill	6455	04-68-0210	181/555	TI9S,R40E,Secs. 12,13	TI9S,R40E,Secs. 12,13
Ophir Hill No.2	6455	04-68-0210	181/555	T19S,R40E,Secs.12,13	TI9S,R40E,Secs. 12,13
Ophir Hill No.3	6455	04-68-0210	181/555	T19S,R40E,Sec. 12	T19S,R40E,Scc.12
Ophir Hill No.4	(6455	04-68-0210	181/555	TI9S,R40E,Sec. 12	TI9S,R40E,Secs. 11,12
Independence Ledge	43	30003	8/187	TI9S,R40E,Sec. 14	TI9S,R40BE,Secs. 12,13
Kerso	·6050	1055605	27/351	TI9S,R40E,Sec. 14	TI9S,R40E,Sec. 13
Essex No. 1	6050	1055605	27/351	T19S,R40E,Sec. 14	TI9S,R40E,Sec. 13
Essex No.2	6050	1055605	27/351	T19S,R40E,Sec. 14	. TI9S,R40E,Sec. 13

Defiance	40	Not Available	Not Available	TI9S,R40E,Sec. 14	TI9S,R40E,Sec. 13
Buena Venture & the Defiance	38	19500	U/292	TI9S,R40E,Sec. 14	TI9S,R40E,Sec. 13
Bernon	42	20314	U/401	TI9S,R40E,Sec. 14	TI9S,R40E,Sec. 13
Big Ben	6050	1055605	27/351	TI9S,R40E,Sec. 14	TI9S,R40E,Sec. 13.
Driver	44	29613	A-1/553	TI9S,R40E,Secs. 13,14	TI9S,R40E,Sec. 13
Rip Van Winkle No.1	6050	1055605	27/351	TI9S,R40E,Secs. 14,23	TI9S,R40E,Sec. 13
- Rip Van Winkle No.2	6050	1055605	27/351	TI9S,R40E,Sec. 14	TI9S,R40E,Sec. 13 .
Rip Van Winkle No.3	6050	1055605	27/351	TI9S,R40E,Sec. 14	TI9S,R40E,Sec. 13
Rip Van Winkle No.4	6050	1055605	27/351	TI9S,R40E,Secs. 14,23	TI9S,R40E,Secs. 13,14
Major Butt	6051	1055605	27/345	TI9S,R40E,Sec. 13	TI9S,R41E,Sec. 18
South West Mine	3342	27816	5/38	TI9S,R40E,Sec. 13	TI9S.R41E,Sec. 18
Last Chance	6051	1055604	27/345	TI9S,R40E,Sec. 13	TI9S,R41E,Sec. 18
Last Chance Mine No.2	3341	27815	5/33	TI9S.R40E,Sec. 13 TI9S,R41E,Sec. 18	TI9S,R41E,Sec. 18
Last Chance No.3	5439	1055604	27/345	TI9S,R40E.Sec,. 13 TI9S,R41E,Sec. 18	TI9S,R41E,Sec. 18
Carbonate	5439	855888	Not Available	TI9S,R40E;Sec. 25	T19S,R41E,Sec.30
Lucky Bill	5439	855888	Not Available	TI9S.R40E.Sec. 25	TI9S,R41E,Sec. 30
Wedge	5439	855888	Not Available	TI9S,R40E.Sec. 25	TI9S,R41E,Sec.30
10	5439	855888	Not Available	TI9S,R40E,Sec. 25	TI9S,R41E,Sec. 30
June Bug	6047	1055603	27/347	TI9S,R40E.Sec. 25	T19S,R41E,Sec. 30
Liberty	5439	855888	Not Available	TI9S,R40E,Sec. 25 TI9S.R41E,Sec. 30	TI9S,R41E.Sec. 30
April Fool	6047	1055603	27/347	TI9S,R40E,Sec. 25	TI9S,R41E,Sec. 30
April Fool No. 1	6047	1055603	27/347	TI9S,R40E,Sec. 25	T19S,R41ESec.30
April Fool No.3	6047	1055603	27/347	TI9S,R40E,Sec. 25	TI9S,R41E,Sec.30
Esperanza	6047	1055603	27/347	T19S,R40E,Sec.25 T19S,R41E,Sec.30	TI9S,R41E,Sec. 30
Esperanza No.1	6047	1055603	27/347	TI9S,R40E,Sec. 25 TI9S,R41E,Sec.30	TI9S,R41E,Sec.3O

Columbia	6046	Not Available	27/343	T19S,R41E,Sec..31	TI9S,R41E,Sec. 32
Reddy ,Millsite	6082	1064099	29/51	TI9S,R41E,Sec. 17	TI9S,R41E,Sec.16
Grand View No. 1	6455	04-68-0210	181/555	TI9S.R40E,Secs.12,13	TI9S,R40E,Sec. 13
Grand View No.2	6455	04-68-0210	181/555	TI9S,R40E,Secs. 12,13 14,15	TI9S,R40E,Secs. 13,14
Grand View No. 3	6455	04-68·0210	181/555	T19S,R40E,Secs. 12.13	TI9S,R40E,Secs. 12,13
Imperial Fraction No.1	6455	04-68-0210	181/555	TI9S,R40E,Sec. 13	TI9S,R40E,Sec. 13
Imperial Fraction No.2	6455	04-68-0210	181/555	TI9S,R40E,Sec. 12	TI9S,R40E,Sec. 12
Vivian No. 1	6050	04-68-0115	180/423	TI9S,R40E,Sec. 14	TI9S,R40E,Sec. 13

EXHIBIT B

Water Rights

1. Permit NO.1086, License No. 4715, issued September 19, 1957, by the California Water Resources Control Board pursuant to Application No. 2359, dated May 26, 1921, as recorded in Inyo County 02/13/72 in Vol. 198, Page 343.

2. Permit No. 19497 issued June 12,1985, by the California Water Resources Control Board pursuant to Application No. 26678, dated December 29, 1980.