



Memo

By: Kyle Erdmann

Date: 06/02/2020

Subject: Ouray Silver Mines Bluegrass Claim Purchase

Outlined in the following document constructed by Land Title Guarantee Company of Ridgway Colorado is the terms of the land sale of the Bluegrass Claim from Caldera Mineral Resources to Ouray Silver Mines Inc. Page one of the document (Purchaser's Statement of Settlement) shows the fee schedule and transfer between both parties. Page 9, last page (General Warranty Deed) for the Blue Grass Claim signed March 27, 2020 finalizes the land transfer and acts as the deed for the property now owned by Ouray Silver Mines Inc.



LAND TITLE GUARANTEE COMPANY
218 SHERMAN
RIDGWAY, CO 81432
Phone: (970) 626-3157
Fax: (877) 346-4104

**"PURCHASERS"
STATEMENT OF
SETTLEMENT**

PROPERTY ADDRESS: **MINE: BLUE GRASS - MS 459 8.26 ACRES, OURAY, CO 81427**

SELLER(S): **CALDERA MINERAL RESOURCES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

BUYER(S): **OURAY SILVER MINES INC., A COLORADO CORPORATION**

SETTLEMENT DATE: **March 27, 2020**

DATE OF PRORATION: **March 27, 2020**

DESCRIPTION	DEBIT	CREDIT
Sales Price & Earnest Money		
Sales Price	10,000.00	
Title Fees - Land Title Guarantee Company		
Title Insurance ALTA Owner's Policy (Split 50/50)	115.50	
Tax Certificate (Split 50/50)	13.00	
Closing Fees - Land Title Guarantee Company		
Closing Fee to Land Title Guarantee Company (Split 50/50)	300.00	
Recording Fees - Land Title Guarantee Company		
Record Warranty Deed to Land Title Guarantee Company	28.25	
Documentary Fee to Land Title Guarantee Company	1.00	
Real Estate Tax - OURAY COUNTY TREASURER		
Current Year Property Taxes N4550 01/01/2020 to 03/27/2020 @ \$0.3588/day		30.86
Miscellaneous Charges		
PROPERTY EXCHANGE AGREEMENT (85006136 AND 85006139)		10,000.00
SubTotals	10,457.75	10,030.86
Due from Buyer/Borrower		426.89
Totals	10,457.75	10,457.75

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

PURCHASER(S)

**OURAY SILVER MINES INC. A COLORADO
CORPORATION**

By: 

BRIAN BRIGGS, CEO

LAND TITLE CLOSING AGENT:



Jeff Burgess





**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980
(26 U.S.C. 1445) ("FIRPTA")**

**CERTIFICATION BY TRANSFEROR (ENTITY)
(Pursuant to Regulation C.F.R. 1.1445-2(b)(2)(i))**

To: **OURAY SILVER MINES INC., A COLORADO CORPORATION**, (hereinafter referred to as the "Transferee"),

Section 1445 of the Internal Revenue Code provides that a transferee of a U. S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which is legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity.

To inform the transferee that withholding of tax is not required upon the disposition of a U. S. real property interest, by **CALDERA MINERAL RESOURCES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter referred to as the transferor, the undersigned hereby certifies the following on behalf of the transferor:

1. The transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those items are defined in the Internal Revenue Code and Income Tax Regulation);
2. The transferor is not a disregarded entity as defined in section 1.1445-2(b)(iii);
3. The transferor's U.S. employer identification number is [REDACTED]; and
4. The transferor's office address is:
[REDACTED]
5. The transferor understands that this certification will be disclosed to the Internal Revenue Service by the transferee and that any false statement contained therein could be punished by fine, imprisonment, or both.
6. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the transferor (i.e. a responsible officer if a corporation, by a general partner if a partnership, and by a trustee or equivalent fiduciary of the case of a trust or estate).

All information required to be obtained in connection with document has been obtained from information supplied by the transferor to Land Title Guarantee Company. For privacy and security reasons, Land Title will retain this information. In the event you are contacted by the Internal Revenue Service concerning FIRPTA, please contact the Company immediately for a copy of this Affidavit which discloses the transferor's Tax Identification Number.

Date: 03/27/2020

**CALDERA MINERAL RESOURCES, LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

By: [Signature]
MICHAEL THOMPSON, MANAGER

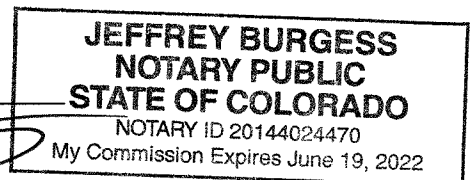
State of Colorado)
County of OURAY) ss.
)

Sworn to before me on this day of 03 · 27 · 2020 by **MICHAEL THOMPSON, MANAGER, CALDERA MINERAL RESOURCES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 06 · 19 · 2022

Notary Public



Note:

1. If you have any questions or concerns arising from your obligation as transferor in regard to this tax, it is suggested that you immediately contact your local Internal Revenue Service office, attorney or accountant if you do not fully understand these regulations. More information, including the regulations promulgated under FIRPTA, is available at the website for the Internal Revenue Service, <https://www.irs.gov/>
2. The transferee is required to retain this certification until the end of the fifth taxable year following the taxable year in which the transfer takes place. The transferee must make this certification available to the Internal Revenue Service when requested in accordance with the requirements of 26 U.S.C 6001 and regulations thereunder.

Escrow No: 85006136

Date: March 27, 2020

CLOSING INSTRUCTIONS

1. **PARTIES/PROPERTY. CALDERA MINERAL RESOURCES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, Seller and **OURAY SILVER MINES INC., A COLORADO CORPORATION**, Buyer, hereby engage Land Title Guarantee Company, (the "Closing Company"), which agrees to provide closing and settlement services pursuant to the contract, dated **December 30, 2019**, including any counterproposals and amendments (the "Contract"), in connection with the closing of the following described real estate in the county of **Ouray**, Colorado (the "Property"):

BLUE GRASS LODE MINING CLAIM, UNITED STATES SURVEY NO. 459, COUNTY OF OURAY, STATE OF COLORADO.

also known as **MINE: BLUE GRASS - MS 459 8.26 ACRES, OURAY, CO 81427**

2. **INFORMATION / INSTRUCTIONS.** Closing company is authorized to obtain any information necessary for the closing. The Seller and Buyer hereby instruct Closing Company to act as scrivener for each party in the preparation and/or completion of those documents necessary to carry out the terms and conditions of the Contract, including the Deed, (collectively the "Documents"), and to deliver and record, where necessary, the Documents, pursuant to the Contract. The Seller and Buyer agree to hold Closing Company harmless from any liability, damages or expenses arising out of this instruction. The Seller and Buyer represent and acknowledge that a.) Closing Company has recommended that the parties consult with legal counsel regarding the Documents; b.) Closing Company has not advised or instructed the parties regarding the creation, effect or adequacy of the Documents; c.) the Deed shall be completed on a form that is approved by the parties; d.) the parties shall review the Deed and instruct the Closing Company to make all necessary modifications.
3. **CLOSING FEE.** Closing Company will receive a fee not to exceed **\$600.00** for providing these closing and settlement services.
4. **GOOD FUNDS.** Closing Company is authorized to receive funds and disburse when all funds received are either: a) available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn ("Good Funds").
5. **RELEASE/DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in sections 10 and 11.
6. **DISBURSER.** Closing Company shall disburse all funds, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before closing. All parties agree that no one other than the disbursing can assure that payoff of loans and other disbursements will actually be made.
7. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:
- ☐ **Cashier's Check**, at Seller's expense
- ☐ **Funds Electronically transferred** (wire transfer) to an account specified by Seller, at Seller's expense
- ☐ **Closing Company's trust account check**
8. **FURNISHED INFORMATION AND DOCUMENTS.** Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction.
9. **CLOSING STATEMENT.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer and Seller at time of closing. The Buyer and Seller acknowledge, by their signature to these Instructions and to the closing statements, that Closing Company may have relied on information provided to it by the Buyer and/or Seller, in order to calculate each party's share of the real estate taxes, utility charges, homeowner's association dues and all other taxes and assessments that may affect the Property, and agree to accept such calculations as final and binding between themselves, and that Closing Company is not responsible for any errors or shortfalls that may be caused by incorrect, inaccurate or incomplete information.
10. **FAILURE OF CLOSING.** If closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to depositing party, upon which Closing Company will be relieved from any further duty, responsibility or inability in connection with these instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer shall be voided by Closing Company with the originals returned to Buyer and a copy to Buyer's lender.
11. **EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Closing Company shall release the Earnest Money as directed by written mutual instructions signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money held by Closing Company (notwithstanding any termination of the Contract), Closing Company shall not be required to take any action. Closing Company, at its option and sole discretion, may (a) await any proceeding, (b) interplead all parties and deposit Earnest Money and other money or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Closing Company receives a copy of the Summons and



Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within 120 calendar days of Closing Company's written notice is delivered to the parties, Closing Company shall be authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Closing Company shall disburse the Earnest Money pursuant to the Order of the Court.

12. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.
13. **WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either a) is foreign person or b) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.
14. **COUNTERPARTS.** This document may be executed by Buyer, Seller and Closing Company, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.
15. **COMMON INTEREST COMMUNITY DOCUMENTS.** Seller's obligation to provide the CIC Documents is set forth in the Contract. Seller authorizes the Association, if any, to provide the CIC Documents to Buyer. Seller's obligation to furnish the CIC Documents shall be fulfilled upon Buyer's receipt of the CIC Documents.
16. **NOTICE, DELIVERY AND CHOICE OF LAW.**
 - a. **Physical Delivery.** Except as effective in 16(b) below, all notices must be in writing. Any notice to Buyer shall be provided when received by Buyer, any notice to Seller shall be effective when received by Seller, and any notice to Closing Company shall be effective when received by Closing Company.
 - b. **Electronic Delivery.** As an alternative to physical delivery, signed documents and written notice may be delivered in electronic form by the following indicated methods only:
☐ Facsimile ☐ E-Mail ☐ No Electronic Delivery
Documents with original signatures shall be provided upon request of any party.
 - c. **Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado applicable to Colorado residents who sign a contract in this state for property located in Colorado.
17. **ADVICE BY CLOSING COMPANY.** No advice has been given to the parties by Closing Company on taxes, usury, forfeiture, or on any matter in relation to the sale of the Property. If so desired the parties will consult an attorney on all matters arising out of the Contract and the closing of the sale.
18. **ADDITIONAL PROVISIONS.** (The following provisions have not been approved by the Colorado Real Estate Commission)
Seller and Buyer agree that the documents necessary for closing that require a notarization or acknowledgment may be notarized by a notary located outside of the State of Colorado through a process called "Remote Online Notarization ("RON"). The RON process utilizes an electronic online platform in which a notary will use real time audio/visual equipment to witness a party's electronic signature, and notarize it electronically from a remote location. If the parties elect to utilize RON to notarize closing documents, the role of the notary in the closing process will be limited to notarizing specific closing documents. If RON is utilized in this closing, the parties hereby authorize Closing Company to upload closing documents to the RON platform that is selected by the Closing Company, which documents could include personal private information; these documents could include but are not limited to deeds, deeds of trust, and affidavits. Once the closing documents are uploaded onto the RON platform, Closing Company is not responsible for the security or privacy of those uploaded documents.

SELLER(S):

**CALDERA MINERAL RESOURCES, LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

By: _____

MICHAEL THOMPSON, MANAGER

BUYER(S):

**OURAY SILVER MINES INC., A COLORADO
CORPORATION**

By: _____

BRIAN BRIGGS, CEO

Closing Company: **LAND TITLE GUARANTEE COMPANY**

Date: **March 27, 2020**

By: **Jeff Burgess**

Agreement for Taxes

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as: **MINE: BLUE GRASS - MS 459 8.26 ACRES, OURAY, CO 81427**

Real Estate Taxes

Tax Acct #: N4550

Current Year Taxes have been adjusted as of the date of closing based on Estimated Tax Amount

Total Estimated Taxes: \$131.33

☐ Other:

This adjustment shall be:

☒ A final settlement.

☐ Re-adjusted between the Buyer(s) and Seller(s) as soon as the taxes have been billed by the County Treasurer. If a re-adjustment is necessary, Land Title Guarantee Company will not make or be responsible for this re-adjustment.

It is further understood and agreed between the Buyer(s) and Seller(s) that:

☒ No governmental body taxing authority has certified an assessment lien to the County Treasurer for special improvements installed prior to the date of the Buyer's execution of the Agreement for Purchase.

☐ Special Taxing District Assessments being paid in annual installments are to be assumed by the Buyer(s), with current annual assessments in the amount of **\$0.00**, with the total payoff amount of this assessment being **\$0.00**. This assessment will be fully paid on _____.

Note: Land Title Guarantee Company and/or its underwriter assumes no responsibility or any liability for the adjustment of special taxes on assessments unless they are shown on the County Treasurer's Certificate of Taxes Due. Any adjustment shall be made between the Buyer's and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for the re-adjustment or liability in connection therewith.

This Agreement made and executed this day of **March 27th, 2020**

Seller(s)

**CALDERA MINERAL RESOURCES, LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

By: _____

MICHAEL THOMPSON, MANAGER

Buyer(s)

**OURAY SILVER MINES INC., A COLORADO
CORPORATION**

By: _____

BRIAN BRIGGS, CEO



Utility Agreement

No Adjustment for Water and Sewer

At the closing of **MINE: BLUE GRASS - MS 459 8.26 ACRES, OURAY, CO 81427** (Property Address) on **March 27th, 2020** (Date), by Land Title Guarantee Company, both the Buyer(s) and Seller(s) fully understand that Land Title Guarantee Company DOES NOT notify the telephone company, the electric and/or gas company(s), the cable company or the Seller's present insurance company to cancel or transfer to the new owners, any of the above.

IT IS THE SELLER(S) RESPONSIBILITY to call the gas and/or electric company for a final reading and to give them your forwarding address for the final bill. It is also the Seller(s) responsibility to notify your telephone company, cable company, trash company and your present insurance agent.

IT IS THE BUYER(S) RESPONSIBILITY to call the gas and/or electric company, giving them the personal information they may require for their records, the telephone company, the trash company and the cable company to put service into your name(s) with the correct mailing address, if different than the property just purchased.

The final reading of the metered water/sewer account or the proration of the standard bill is to be handled on .

LAND TITLE GUARANTEE COMPANY is escrowing _____ from the Seller(s) and/or \$ _____ from the Buyer(s).

The Parties hereto further agree to the following:

* It is hereby agreed by the undersigned Seller(s) and Buyer(s) that Land Title Guarantee Company has not asked for a final reading of the metered water and sewer account or calculated any escrows or prorations of any standard bills, included water, sewer and storm drainage. Furthermore, Land Title Guarantee Company makes no representations or guarantee as to the status of said account(s). The Seller(s) and Buyer(s) herein agree to hold Land Title Guarantee Company or its underwriter harmless for any penalties for non-payment.

FURTHER, Seller acknowledges that there [] is [**X**] is not currently a formal or informal homeowners/landowners association and/or sub-association which may require periodic assessments and other fees as a result of this transaction. If there is an association and/or sub-association heretofore not known to the settlement agent and/or seller's agent, Land Title Guarantee Company shall escrow funds from seller pending receipt of a written status letter from the association. Land Title Guarantee Company is hereby instructed to pay the amount stated on said status letter.

In the event the homeowners'/landowners' association dues, assessments or fees exceed the escrowed amount, the additional charges are the responsibility of the Seller(s). Land Title Guarantee Company or its underwriter shall not make or be responsible for the additional charges.

If there is a formal or informal homeowners'/landowners' association involved and if that association has requested copies of the Buyer and Seller Settlement Statements as a requirement to transfer their records to the new owners, the undersigned hereby authorize Land Title Guarantee Company to deliver a copy of said statements to that association. Land Title Guarantee Company is hereby released of any liability in connection with same.

This Agreement was made and executed this day of **March 27th, 2020**

Seller:

**CALDERA MINERAL RESOURCES, LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

By: _____

MICHAEL THOMPSON, MANAGER

Buyer:

**OURAY SILVER MINES INC., A COLORADO
CORPORATION**

By: _____

BRIAN BRIGGS, CEO



DISCLOSURES

The undersigned hereby acknowledge that they understand and agree to the following provisions:

Laws Relating to Unclaimed Funds

All parties are hereby advised that checks issued by Land Title Guarantee Company ("Land Title") and not cashed by the payee are subject to laws of escheat and/or unclaimed property. Should Land Title transfer such funds to a state office, pursuant to such laws, Land Title shall be released from all further responsibility under this agreement and shall not be liable to any Party.

FDIC Limit Notice

The insurance coverage provided by the Federal Deposit Insurance Corporation protects a depositor up to cumulative maximum deposit of \$250,000.00 for each insured financial institution. Ownership is determined by the deposit records of the financial institution and/or the records of the named custodian of any escrow accounts. Land Title and its underwriter assume no responsibility for nor will the undersigned hold same liable for any loss which arises from the fact that the amount of the above deposit may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00.

Funds Held by Land Title

Land Title shall deposit all funds received pursuant to any closing and settlement services separate and apart from the assets of the company, in an account designated as an escrow account or custodial account and so recognized by the depository institution in the name of Land Title as Escrow Agent (Escrow Account). Similar deposits from other customers conducting other real estate transactions are included in this Escrow Account. The majority of these funds are received at closing and on completion of the transaction, are disbursed for the benefit of the seller, buyer or in the case of a refinance, for the benefit of the owner.

Land Title will pay any and all costs associated with the use of the Escrow Account, but in order to help keep settlement costs and fees down, Land Title may arrange for the bank to provide it with a number of services at a reduced rate, or at no charge, or may earn interest on the Escrow Account balance. Interest earned, if any, shall be paid to Land Title. In no event will any such arrangement restrict or limit in any way the disbursement of the funds you deposit in accordance with the instructions given by you and the Statement of Settlement relating to your transaction.

The party for whose benefit the funds are disbursed (most often the seller or owner, in the case of a refinance) may elect to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to that party. If the seller or owner makes this election, please (i) inform Land Title immediately, (ii) check the box provided below on this form and (iii) complete an IRS Form W-9 (which will be provided by Land Title). It is important to know that the fiduciary funds cannot be placed in a separate interest bearing account for that party's benefit until Land Title is in receipt of all required forms. A non-refundable administrative fee of \$50.00 will be collected by Land Title as compensation for processing the documentation, set up and transfer of funds to the separate account, maintaining of audit and reconciliation records and coordinating the tax documentation.

Authorized and accepted this day of **March 27th, 2020**.

Seller(s):

**CALDERA MINERAL RESOURCES, LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

By: _____

MICHAEL THOMPSON, MANAGER

Buyer(s):

**OURAY SILVER MINES INC., A COLORADO
CORPORATION**

By: _____

BRIAN BRIGGS, CEO

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of \$50.00.

Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of \$50.00.

Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of \$50.00.



Approval of Deed, Bill of Sale and Tenancy

The undersigned **OURAY SILVER MINES INC., A COLORADO CORPORATION** Buyer(s) hereby acknowledge that they intend to take title to the following described property:

BLUE GRASS LODGE MINING CLAIM, UNITED STATES SURVEY NO. 459, COUNTY OF OURAY, STATE OF COLORADO.

As ☐ Joint Tenants ☐ Tenants in Common ☒ Other ENTITY

Whose mailing address is: **PO BOX 564 1900 MAIN ST, UNIT 1, OURAY, CO 81427**

They have reviewed the **GENERAL WARRANTY DEED** and **Bill of Sale** dated **March 27th, 2020** from **CALDERA MINERAL RESOURCES, LLC, A DELAWARE LIMITED LIABILITY COMPANY** to **OURAY SILVER MINES INC., A COLORADO CORPORATION** and by their signature hereto approve the deed and confirm that it correctly reflects the choice of tenancy, if applicable.

Date: **March 27, 2020**

OURAY SILVER MINES INC., A COLORADO CORPORATION

By: 

BRIAN BRIGGS, CEO



GENERAL WARRANTY DEED

Know all men by these presents:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged,

Grantor: Caldera Mineral Resources, LLC, A Delaware Limited Liability Company, 4 River Street, P.O. Box 297, Silverton, CO 81433, hereby grants, bargains, sells and conveys to

Grantee: Ouray Silver Mines Inc., A Colorado Corporation, 1900 Main St Unit 1, P.O. Box 564, Ouray, CO 81427 and to its successors and assigns forever,

Property: any and all interest of Grantor in, to or regarding the following patented mining claims located in the Mount Sneffels Mining District, Ouray County, Colorado, to wit:

- Blue Grass (U.S.M.S. 459), consisting of 8.26 acres, more or less,

together with all improvements therein and appurtenances thereto. Grantor hereby warrants the title to the same against all persons claiming under Grantor but not otherwise, subject to (i) real estate taxes, and any other taxes and assessments imposed by other taxing authorities for the current year and subsequent years, (ii) conditions, covenants, restrictions, agreements, limitations, reservations, declarations, dedications, easements and all other matters of record, (iii) any state of facts which an accurate survey of the Property would disclose, and (iv) any loan secured by a deed of trust executed by Grantee encumbering the Property and such other title exceptions created by or on behalf of Grantee.

Signed this 27 day of March, 2020.

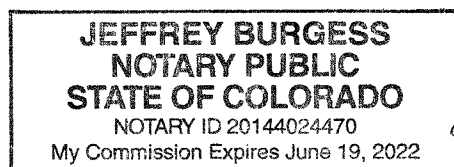
Grantor:

Caldera Mineral Resources, LLC

By: [Signature]
Michael Thompson, Manager

State of Colorado :
County of OURAY :

The foregoing instrument was signed and acknowledged before me this 27 day of March, 2020, by Mike Thompson who attested under oath that he is a Manager of Caldera Mineral Resources, LLC duly authorized to sign this instrument. Witness my hand and official seal. My commission expires 06-19-2022



[Signature]
Notary Public