



OFFICIAL RECORD E99
AMY ELMER, RECORDER

APN – N/A unpatented mining claims

Recorded at the request of and when recorded
return to and send tax bills to:

Desert Ventures Inc.
2305 Pleasure Drive
Reno, Nevada 89509

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

Deed of Royalty Cross Project

This Deed of Royalty Cross Project is made between Epoch Gold, LLC, an Idaho limited liability company ("EPL"), whose address is 447 West Myrtle Street, Boise, Idaho 83702, and Desert Ventures Inc., a Nevada corporation ("DVI"), whose address is 2305 Pleasure Drive, Reno, Nevada 89509.

Recitals

A. EPL and DVI are parties to the Letter of Intent signed by DVI on June 8, 2022 (the "LOI"), concerning EPL's acquisition of data concerning the Cross Project in Lincoln County, Nevada, which includes the xC-001 to xC-060 unpatented mining claims, Bureau of Land Management Serial Nos. NV105774130 to NV105774188 unpatented mining claims located on April 23, 2022 (collectively the "Property").

B. The LOI provides that EPL will grant to DVI a mineral production royalty on the Cross Project properties.

C. Pursuant to the LOI, EPL is obligated to grant the mineral production royalty to DVI.

In consideration of the parties' rights and obligations under the LOI, the parties agree as follows:

1. Grant of Royalty. EPL conveys and grants to DVI, and DVI's assigns and successors forever, and EPL agrees and covenants to pay and grants to DVI, and DVI's assigns and successors, a production royalty based on the Net Smelter Returns, as defined, calculated and paid in accordance with Exhibit 1, from the production or sale of Minerals from the Property, including any additions or modifications to the Property resulting from EPL's amendment or relocation of the existing unpatented mining claims or EPL's location of any new unpatented mining claims within the exterior boundaries of the Property. The Royalty percentage rate shall be one-half (1/2) percent (0.5%) of the Net Smelter Returns from the

production of Minerals or Mineral Products from the Property existing on the Effective Date and one-half (1/2) percent (0.5%) from the production of Minerals or Mineral Products from any unpatented mining claims located by EPL or its lessees and optionees within two (2) miles from the exterior boundaries of the xC-001 to xC-060 unpatented mining claims. EPL's obligation to pay the Royalty shall accrue and become due and payable upon the sale or shipment from the Property of unrefined metals, doré metal, concentrates, ores or other Minerals or Minerals Products or, if EPL or any purchaser of Minerals or Mineral Products produces refined metals, upon the outturn of refined metals meeting the requirements of the specified published price to EPL's account. The Royalty is a nonadministrative, nonexecutive, nonparticipating, and nonworking royalty.

1.1 Burden on Property. EPL's agreement and covenant to pay the Royalty are covenants coupled with an interest in the Property and shall burden and run with the Property, including any additions to the Property and all amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Property, and the mineral products and proceeds of mineral products extracted and produced from the Property. On EPL's location of unpatented mining claims within the exterior boundaries of the unpatented mining claims which are part of the Property or EPL's amendment or relocation of any of the unpatented mining claims which are part of the Property or on the amendment, conversion to a lease or other form of tenure, or patenting of any of the unpatented mining claims which comprise all or part of the Property, the parties agree and covenant to execute, deliver and record in the Office of the Lincoln County Recorder an instrument by which EPL grants to DVI the Royalty and subjects the amended or newly located unpatented mining claims and any amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to all of the burdens, conditions, obligations and terms of this Deed.

The Royalty shall be prior and superior to and shall bind the interest of any assignee of EPL, including the beneficiary or grantee of any charge, encumbrance, lien, pledge or security interest and the purchaser of EPL's interest in the Property on foreclosure of any such charge, encumbrance, lien, pledge or security interest. DVI reserves and EPL grants to DVI a first lien and security interest in the Minerals and Minerals Products extracted and produced from the Property to secure EPL's payment of the Royalty and EPL's performance of its obligations under this Deed. EPL authorizes DVI to execute, file and record such instruments are necessary to perfect DVI's security interest.

1.2 Payment of Royalty. EPL shall calculate, pay and report the Royalty in accordance with the provisions of Exhibit 1. The Royalty shall be calculated and paid quarterly. EPL shall pay DVI each quarterly Royalty payment on or before thirty (30) days following the quarter in which the Royalty payment obligation accrues. EPL acknowledges that delinquent payment by EPL to DVI of Royalty payments will cause DVI to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any amount due and payable by EPL is not received by DVI within ten (10) days after such amount is due, then EPL shall pay to DVI a late charge equal to five percent (5.0%) of such overdue amount. DVI's acceptance of such

late charge shall not constitute a waiver of EPL' default with respect to such overdue amount, nor prevent DVI from exercising any of DVI's other rights and remedies. If any amount payable by EPL remains delinquent for a period more than thirty (30) days, EPL shall pay to DVI, in addition to the delinquent payment, interest from and after the due date at the Secured Overnight Financing Rate plus four percent (4.0%). If any portion of any Royalty Payment (and any related Interest amount) is overpaid, EPL shall be entitled to offset such amount against the next Royalty Payment.

1.3 Production Records; Reports. EPL shall keep true and accurate accounts, books and records of all its activities, operations and production of Minerals on the Property. All books and records used by EPL to calculate the Royalty payments shall be kept in accordance with generally accepted accounting principles applicable to the mining industry. When EPL pays the Royalty, EPL shall deliver to DVI a statement which shows in detail the quantities and grades of refined gold, silver or other metals or doré, concentrates or ores produced and sold or deemed sold by EPL in the preceding month; the monthly average gold price and monthly average silver price, as applicable; costs and other deductions, and other pertinent information in detail to explain the calculation of the payment with respect to such month. Not later than March 1 of each year, EPL shall deliver to DVI a report of EPL's exploration, development and mining activities and operations on the Property during the preceding calendar year. EPL shall deliver to DVI not less than annually or otherwise shall make available the following data and information relating to operations on the Property: (a) all material data relating to exploration results on the Property, including without limitation all drill logs, assay reports, drill hole location maps, drill hole surveys and all results of geochemical, geophysical and geological surveys; (b) the annual reserve report prepared by EPL, along with any updates; (c) any preliminary economic assessment, prefeasibility report or feasibility report EPL relating to the Property and any amendments, as and when any of the same have been finalized; and (d) any additional material engineering or economic studies or analyses prepared by EPL and relating to the Property, as and when any of the same have been finalized.

1.4 Delivery of Payments. EPL shall deliver the Royalty payments to DVI by wire transfer to an account which DVI designates.

1.5 Audit and Objections. Upon reasonable notice and at a reasonable time, DVI shall have the right to audit and examine EPL's accounts and records relating to the calculation of the Royalty payments. If such audit determines that there has been a deficiency or an excess in the payment made to DVI, such deficiency or excess shall be resolved by adjusting the next monthly Royalty payment due DVI. DVI shall pay all costs of such audit unless a deficiency of three percent (3%) or more of the Royalty payment due for the calendar month in question is determined to exist. DVI may object in writing to any statement of Royalty payment amount within one (1) year of the receipt by DVI of the relevant statement in respect of such Royalty payment or completion of the audit for any such statement, as applicable. If it is determined by agreement of the Parties or otherwise that any Royalty payment has not been properly paid in full, EPL shall pay interest on the delinquent amount in accordance with

Section 2.2.

1.6 Refinery Instructions. At DVI's request EPL shall execute and deliver to the smelter, refinery or other purchaser of Minerals or products of Minerals instructions for the deposit of DVI's share of the Net Smelter Returns, in cash or in kind, to an account established in DVI's name.

1.7 Commingling. EPL shall have the right to commingle Minerals from the Property with mineral ores mined from other properties. Not less than sixty (60) days before commencement of commingling, EPL shall notify DVI and shall deliver to DVI EPL's proposed commingling plan for DVI's review. Before any Minerals from the Property are commingled with mineral ores from other properties, the Minerals from the Property and the mineral ores from other properties shall be measured and sampled in accordance with sound mining and metallurgical practices for metal, commercial minerals and other appropriate contents. EPL shall prepare and maintain accurate records which show the measure measurements, assays of metal, commercial minerals, and other appropriate contents and penalty substances, and gross metal content of the Minerals from the Property and the mineral ores from other properties. From this information, EPL shall determine the amount of the Royalty due and payable to DVI for Minerals produced from the Property commingled with mineral ores from other properties.

1.8 Lesser Interest. If it is determined that DVI owned an interest in the Property or part of the Property from which Minerals are produced which is less than the entire and undivided estate in the Property or such part of the Property, the Royalty payments for such Minerals shall be reduced proportionately in accordance with the nature and extent of DVI's interest so that the Royalty payments shall be paid to DVI only in the proportion of DVI's interest to the entire and undivided estate in the Property or part of the Property.

2. Compliance with Laws, Reclamation, Environmental Obligations and Indemnities.

2.1 Compliance with Laws. EPL shall comply with all applicable federal, state and local laws, regulations and ordinances relating to EPL's activities and operations on or relating to the Property.

2.2 Reclamation, Environmental Obligations and Indemnities. EPL shall perform all reclamation required under federal, state and local laws, regulations and ordinances relating to EPL's activities or operations on or relating to the Property. EPL shall defend, indemnify and hold harmless DVI from and against any and all actions, claims, costs, damages, expenses (including attorney's fees and legal costs), liabilities and responsibilities arising from or relating to EPL's activities or operations on or relating to the Property, including those under laws, regulations and ordinances intended to protect or preserve the environment or to reclaim the Property. EPL's obligations under this Section shall survive the abandonment, surrender or transfer of the Property.

2.3 Insurance. EPL shall use commercially reasonable efforts to maintain in good standing any policies of insurance maintained by EPL in respect of the Property and Minerals Products and present all claims under such policies in a due and timely manner.

3. Tailings and Residues. All tailings, residues, waste rock, spoiled leach materials and other materials resulting from EPL's operations and activities on the Property shall be EPL's sole property, but shall remain subject to the Royalty if they are processed or reprocessed and EPL receives revenues from such processing or reprocessing.

4. Title Maintenance.

4.1 Title Maintenance and Taxes. EPL shall maintain title to the Property, including without limitation, paying when due all taxes on or with respect to the Property and doing all things and making all payments necessary or appropriate to maintain the right, title and interest of EPL and DVI, respectively, in the Property and under this Deed. EPL shall deliver to DVI proof of EPL's compliance with this Section not less than thirty (30) days before the applicable statutory, regulatory, filing, payment and recording deadlines.

4.2 Property Maintenance. EPL shall perform all required assessment work on, pay all mining claim maintenance fees and make such filings and recordings as are necessary to maintain title to the Property in accordance with applicable federal and state laws and regulations. EPL shall deliver to DVI proof of EPL's compliance with this Section not less than thirty (30) days before the applicable statutory, regulatory, filing, payment and recording deadlines.

4.3 Abandonment. If EPL intends to abandon or surrender any of the unpatented mining claims which are part of the Property (the "Abandonment Property"), EPL shall first give notice of such intention to DVI at least sixty (60) days in advance of the proposed date of abandonment or surrender. At any time before the date of EPL's proposed abandonment or surrender of the Property DVI may deliver notice to EPL that DVI desires EPL to convey the Abandonment Property to DVI. In such case, within ten (10) business days after EPL's receipt of DVI's notice, EPL shall convey the Abandonment Property to DVI free and clear of any claims, encumbrances or liens created by, through or under EPL, and DVI shall assume and perform all obligations in respect of its operations on the Abandonment Property. If DVI does not timely request reconveyance of the Abandonment Property, DVI's right to do so shall be irrevocably terminated and EPL may abandon or surrender the Abandonment Property in EPL's sole and exclusive discretion. On EPL's reconveyance to DVI or EPL's abandonment of the Abandonment Property, EPL's obligation to pay the Royalty shall terminate in respect of the Abandonment Property.

5. General Provisions.

5.1 Conflict. If a conflict arises between the provisions of this Deed and the

provisions of the LOI regarding the calculation and payment of the Royalty, the provisions of the Deed shall prevail.

5.2 Entire Agreement. This Deed and the LOI constitute the entire agreement between the parties.

5.3 Additional Documents. The parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Deed.

5.4 Binding Effect. All the covenants, conditions, and terms of this Deed shall bind and inure to the benefit of the parties and their successors and assigns.

5.5 No Partnership. Nothing in this Deed shall be construed to create, expressly or by implication, a joint venture, mining partnership or other partnership relationship between the parties. DVI acknowledges and agrees that all decisions concerning methods, the extent, times, procedures and techniques of any (a) exploration, development and mining related to the Property; (b) leaching, milling, processing or extraction; (c) materials to be introduced on or to the Property or produced therefrom; and (d) decisions concerning the sale or other disposition of Minerals and Minerals Products from the Property, shall be made by EPL in its sole and absolute discretion.

5.6 No Implied Covenants. The Parties agree that there are no implied covenants or duties relating to or affecting any of their respective rights or obligations under this Deed, and that the only covenants or duties which affect such rights and obligations shall be those expressly stated in this Deed.

5.7 Governing Law and Forum. This Deed is to be governed by and construed under the laws of the State of Nevada. Any action or proceeding for the enforcement or construction of this LOI shall be commenced and heard in the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, Reno, Nevada.

5.8 Time of Essence. Time is of the essence in this Deed.

5.9 Notices. Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, email, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any emails or facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to DVI: 2305 Pleasure Drive
Reno, Nevada 89509

If to EPL: Epoch Gold, LLC
 447 West Myrtle Street
 Boise, Idaho 83702

5.10 Attorney's Fees. If either party named in this LOI brings an action to construe or enforce its terms, covenants or conditions, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs from the losing party.

5.11 Rule Against Perpetuities. To the extent this Deed or the Royalty applies to any amendments or relocations of the unpatented mining claims made in accordance with the Mining Law of 1872, as from time-to-time amended, repealed, replaced or superseded, or any other federal law or regulation, including the conversion of any present interest in the unpatented mining claims included the Property to a lease, license, permit or other form of tenure or to any other rights or interests (including mineral rights) or to any other mineral or Property rights acquired by a party within the exterior boundaries of the which becomes part of the Property subject to this Deed or the Royalty (each an "Acquired Interest"), the interest in such Acquired Interest shall vest on the date of acquisition. It is the express intention of the parties that each Acquired Interest shall vest within a period of time that complies with the Rule Against Perpetuities (Uniform Act), NRS 111.103 et seq, as it may be amended from time-to-time, to the extent the Rule Against Perpetuities applies, and, only if required by applicable law to vest during a period which is less than twenty-one (21) years from the effective date of this Deed, the term of the this Deed or the Royalty applicable to the an Acquired interest shall end one (1) day before twenty-one (21) years from the effective date of this Deed, provided that the parties agree and covenant that if a court of competent jurisdiction finds that this Deed or the Royalty is invalid in any respect or that the Acquired Interest does not vest within a period compliant with the Rule Against Perpetuities, the court may reform this Deed or the Royalty and instrument by which the Acquired Interest was created or acquired in a manner that implements the parties' intentions such that the Acquired Interest is an effective and valid interest. In all events, the Royalty shall apply to any Acquired Interest acquired within a period which ends one (1) day before twenty-one (21) years from the date of execution of this Deed or the instrument by which the Royalty is granted or reserved, as applicable. The parties irrevocably release and waive the applicability of the Rule Against Perpetuities to any Acquired Interest or to any provision of this Deed or the Royalty. Each party agrees and covenants, for itself and its successors and assigns, that it will not commence any action or arbitration proceeding to declare the Acquired Interest or this Deed or the Royalty ineffective, invalid or void based on the Rule Against Perpetuities, and that it will not in any action or arbitration proceeding commenced by any party, including the other party to this Deed or its successors and assigns, assert as a claim for relief or as an affirmative defense against any claim for relief for enforcement of this Deed or the Royalty or any instrument executed in accordance with this Deed that this Deed or the Royalty or the instrument is invalid or void based on the Rule Against Perpetuities. A party's default of its obligations under the Section shall constitute a material default and breach of this Deed or the instrument, as applicable.

5.12 Assignment by DVI. DVI may assign its rights this Deed in whole or in part, and any rights and obligations under this Deed, without the written consent of EPL, provided that (a) each assignee enters a written agreement with EPL in form and substance satisfactory to EPL, acting reasonably, to be bound by the provisions of this Deed in all respects and to the same extent as DVI is bound; and (b) notwithstanding the foregoing, DVI shall only remain liable for the obligations of DVI under this Deed which arise before such assignment and DVI shall not be liable for any obligations that arise thereafter.

5.14 Definitions. As used in this Deed, the following terms shall have the meanings assigned to them as follows.

“Affiliate” means any person that directly or indirectly Controls, is Controlled by, or is under common Control with, a Party.

“Business Day” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Reno, Nevada and Perth, Australia are not open for business.

“Control” used as a verb means, when used with respect to an entity, the ability, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity through (a) the legal or beneficial ownership of voting securities or ownership interests, (b) the right to appoint managers, directors or corporate management, (c) contract, (d) membership agreement, (e) voting trust, or otherwise; and, when used with respect to an individual, means the actual or legal ability to control the actions of another, through family relationship, agency, contract or otherwise; and “Control” used as a noun means an interest which gives the holder the ability to exercise any of the foregoing powers.

“Loss” means an insured loss of or damage to Minerals and Minerals Products, whether occurring on or off the Property and whether the Minerals and Minerals Products are in the possession of EPL or its Affiliates or otherwise.

“Minerals” means all Minerals and mineral materials, including gold, silver, platinum group metals, and rare earth metals, base metals (including antimony, chromium, cobalt, copper, lead, manganese, mercury, nickel, molybdenum, titanium, tungsten, zinc), boron, lithium, and other metals and mineral materials and geothermal resources which are on, in or under the Property or which after the Effective Date are discovered on, in or under the Property.

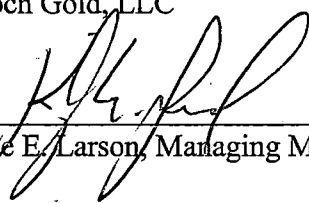
“Minerals and Minerals Products” means all Minerals mined from the Property and all concentrate, metal and other products derived from ore mined from the Property.

“Party” means a signatory to this Deed and “Parties” means all such signatories.

5.15 Counterparts. This Deed may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument, and delivery of an executed copy of this Deed by email transmission or by other means of electronic communication capable of producing a printed copy shall be deemed to be execution and delivery of this Deed as of the date first above written.

This Deed is effective March 3, 2023 (the "Effective Date").

Epoch Gold, LLC

By 

Kyle E. Larson, Managing Member

Desert Ventures Inc.

By 

D. Kenneth Brook Jr., President

Exhibit 1
Net Smelter Returns

Payor: Epoch Gold, LLC

Recipient: Desert Ventures Inc.

1. Definitions. The terms defined in the Deed of Royalty to which this Exhibit is attached and made part of shall have the same meanings in this Exhibit. The following definitions shall apply to this Exhibit.

1.1 "Gold Production" means the quantity of refined gold returned to Payor's account by an independent third-party refinery for gold produced from the Property during the quarter on either a provisional or final settlement basis.

1.2 "Gross Value" shall be determined on a quarterly basis and have the following meanings with respect to the following Minerals:

1.2.1 Gold

(a) If Payor sells gold concentrates, doré or ore, then Gross Value shall be the value of the gold contained in the gold concentrates, doré and ore determined by utilizing: (1) the mine weights and assays for such gold concentrates, doré and ore; (2) a reasonable recovery rate for the refined gold recoverable from such gold concentrates, doré and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such gold concentrates, doré and ore); and (3) the Quarterly Average Gold Price for the quarter in which the gold concentrates, doré and ore were sold.

(b) If Payor produces refined gold (meeting the specifications of the London Bullion Market Association, and if the London Bullion Market Association no longer prescribes specifications, the specifications of such other association generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.1(a) above is not applicable, then for purposes of determining Gross Value, the refined gold shall be deemed to have been sold at the Quarterly Average Gold Price for the quarter in which it was refined. The Gross Value shall be determined by multiplying Gold Production during the quarter by the Quarterly Average Gold Price.

1.2.2 Silver.

(a) If Payor sells silver concentrates, doré or ore, then Gross Value shall be the value of the silver contained in the silver concentrates, doré and ore determined by utilizing: (1) the mine weights and assays for such silver concentrates, doré and ore; (2) a reasonable recovery rate for the refined silver recoverable from such silver concentrates, doré and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such silver concentrates, doré and ore); and (3) the Quarterly Average Silver Price for the quarter in which the silver concentrates, doré and ore were sold.

(b) If Payor produces refined silver (meeting the specifications for refined silver subject to the New York Silver Price published by CME Group, and if CME

Group no longer publishes such specifications, the specifications of such other association or entity generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.2(a) above is not applicable, the refined silver shall be deemed to have been sold at the Quarterly Average Silver Price for the quarter in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the quarter by the Quarterly Average Silver Price.

1.2.3 Boron, Lithium and All Other Minerals.

(a) If Payor sells any concentrates or ore of Minerals and products of Minerals other than gold or silver, including boron and lithium and products of the same, then Gross Value shall be the aggregate of (1) the revenue from sales to arm's length purchasers delivered at the mine on the Property or elsewhere; and (2) proceeds of insurance on Minerals and products of Minerals which are lost before the risk of loss passes to the purchaser. Payor shall have the right to sell such Minerals and products of Minerals to an affiliated party or in other non-arm's length transactions, provided that such sales shall be considered, solely for purposes of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances in arm's length transactions.

1.3 "Quarterly Average Gold Price" means the average London Bullion Market Association Afternoon Gold Fix, calculated by dividing the sum of all such prices reported for the quarter by the number of days for which such prices were reported during that quarter. If the London Bullion Market Association Afternoon Gold Fix ceases to be published, all such references shall be replaced with references to prices of gold for immediate sale in another established market selected by Payor, as such prices are published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

1.4 "Quarterly Average Silver Price" means the average New York Silver Price as published daily by CME Group, calculated by dividing the sum of all such prices reported for the quarter by the number of days in such quarter for which such prices were reported. If the CME Group quotations cease to be published, all such references shall be replaced with references to prices of silver for immediate sale in another established market selected by Payor as published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

1.4.1 "Net Smelter Returns" means the Gross Value of all Minerals, less only the costs paid by EPL in connection with the refinement of Minerals and Minerals Products by a refinery or smelter, including refinery and smelter charges, weighing, sampling, assaying, and penalties charged by the third party and paid by Payor, but not including any costs of mining, ore transportation of ore, concentrates or doré metal, agglomeration, crushing, leaching, milling, roasting or other processing.

1.5 "Property" means the properties described in the instrument to which these Net Smelter Returns provisions are attached and made a part.

1.6 "Silver Production" means the quantity of refined silver returned to Payor's account by an independent third-party refinery for silver produced from the Property during the quarter on either a provisional or final settlement basis.

2. Futures or Forward Sales, Etc. Except as provided in Sections 1.2.1(a) and 1.2.2(a), Gross Value shall be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Payor, specifically including but not limited to forward sales, futures trading or commodities options trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals or products produced from Minerals.

C O R P

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) _____
- b) _____
- c) _____
- d) _____

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- Other: Unpatented Mining Claim

FOR RECORDER'S OPTIONAL USE ONLY
 Book: _____ Page: _____
 Date of Recording: _____

Notes: *Royalties are being transferred
Royalties are not taxable*

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ _____
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ _____

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section 8
- b. Explain Reason for Exemption: Issuing Deed of Royalty on unpatented mining claims.

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity OWNER
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Epoch Gold, LLC
 Address: 447 W Myrtle St.
 City: Boise
 State: Idaho Zip: 83702

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Desert Ventures Inc.
 Address: 2305 Pleasure Drive
 City: Reno
 State: Nevada Zip: 89509

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Epoch Gold, LLC
 Address: 447 W Myrtle Street
 City: Boise

Escrow #: N/A
 State: Idaho Zip: 83702