December 17, 2013

STRICTLY PRIVATE AND CONFIDENTIAL

Silver Predator Corp.
5450 Riggins Court, #5
Reno, Nevada USA 89502
Attention: Nathan Tewalt, CEO

Americas Bullion Royalty Corp.
11521 North Warren Street
Hayden, Idaho 83835
Attention: William Sheriff, Executive Chairman & CEO

Dear Mesdames and Sirs,

Re: Proposed Acquisition of Springer Mining Company and Nevada Royalty Corp.

This letter agreement sets out the general terms and conditions of the proposed acquisition (the "**Acquisition**") by Silver Predator Corp. ("**SPD**") of all of the issued and outstanding shares of each of Springer Mining Company ("**Springer Mining**") and Nevada Royalty Corp. ("**Nevada Royalty**") from Golden Predator US Holding Corp., a wholly owned subsidiary of Americas Bullion Royalty Corp. ("**AMB**").

The purpose of this letter agreement is to set out indicative transaction terms in order that, among other things, SPD and AMB (the "**Parties**") may proceed to negotiate and settle the terms of a definitive share purchase agreement (the "**Definitive Agreement**").

1. Financing

1.1 On April 15, 2014 or such earlier date mutually agreed by the parties (the "**Financing Closing Date**"), AMB will subscribe for common shares in the capital of SPD ("**SPD Shares**") having a value equal to US$1,800,000 at a price per share equal to the greater of: (i) the then volume weighted average trading price ("**VWAP**") of the SPD Shares on the TSX for the seven trading days immediately preceding the date which is two days before the Financing Closing Date; (ii) CAD$0.05; and (iii) the minimum price permitted by the TSX (the "**Financing**") .

2. Pre-Closing Reorganization

2.1 Prior to completion of the Acquisition, AMB will complete a corporate reorganization (the "**AMB Reorganization**"), following which AMB will be a wholly-owned subsidiary of a new holding company or newly-incorporated entity that will continue to be listed on the TSX ("**Newco**"), and all of the outstanding shares of each of Springer Mining and Nevada Royalty will be held indirectly by Newco through Golden Predator US Holding Corp.

3. Acquisition of Springer Mining & Nevada Royalty

3.1 SPD will acquire from Newco, directly or indirectly, and Newco will sell to SPD all of the outstanding shares in the capital of each of Springer Mining (the "**SM Shares**") and Nevada Royalty (the "**NR Shares**") in consideration for an aggregate purchase price of US$5,000,000 (the "**Purchase Price**") and the grant by SPD to Newco of the royalties in respect of the properties and in the amounts thereon set forth in Schedule A hereto (the "**Schedule A Royalties**"). Newco will reserve royalties in respect of the properties and in the amounts thereon set forth on Schedule B.

3.2 SPD will satisfy the Purchase Price at Closing (as defined below in Section 11.1) as follows:

(a) SPD will pay to Newco US$500,000, either in cash or by the issue of SPD Shares (or any combination thereof), at the election of SPD; provided that any such SPD Shares will be issued at a deemed price per share equal to the greater of: (i) the VWAP of the SPD Shares on the TSX for the seven trading days immediately preceding the date of the SPD Meeting; and (ii) CAD$0.05.

(b) SPD will issue to Newco a promissory note in the principal amount of US$4,500,000 (the "**Purchase Note**"), which note will bear interest at a rate of 4% per annum (compounded annually) and be payable over three years as follows (and in each case with interest accumulated on the outstanding principal of the note as at such date):

(i) US$1,000,000 on the first anniversary of Closing, either in cash or by the issue of SPD Shares (or any combination thereof), at the election of SPD; provided that any such SPD Shares will be issued at a deemed price per share equal to the greater of: (A) subject to Section 3.4(d), the VWAP of the SPD Shares on the TSX for the fourteen trading days immediately preceding the date which is two days before the date of issue; and (B) CAD$0.05;

(ii) US$1,500,000 on the second anniversary of Closing, on the same basis set forth in subparagraph 3.2(b)(i); and

(iii) US$2,000,000 on the third anniversary of Closing, on the same basis set forth in subparagraph 3.2(b)(i).

3.3 Any sale, option, joint venture or like transaction (directly or indirectly) by SPD in respect of the Springer Mine and Mill Complex shall be subject to AMB's consent, not to be unreasonably withheld, conditioned or delayed.

3.4 The Acquisition will be completed in accordance with the terms of a purchase and sale agreement between SPD and AMB, the terms of which SPD and AMB will negotiate in good faith and which will contain representations, warrants and covenants (including restrictive covenants) consistent with the terms hereof and typical of such a transaction, including without limitation the following:

(a) As security for the timely payment of the Purchase Note, SPD will deposit with Newco at Closing, the share certificates representing the NR Shares and SM Shares, duly endorsed in blank for transfer.

(b) If at any time prior to satisfaction of the Purchase Note in full, SPD elects (on notice to Newco) to terminate the Acquisition or if SPD fails to make a payment against the Purchase Note when due (subject to a 30 day cure period), then (i) SPD will promptly transfer the NR Shares and SM Shares back to Newco; (ii) SPD will be deemed to have forfeited to Newco, without compensation, any portion of the Purchase Price then paid to Newco; and (iii) Newco shall retain, without compensation to SPD, all of the Schedule A Royalties; provided however, that if at such time SPD shall have paid Newco an aggregate of not less than $1,000,000 of the Purchase Price, Newco will transfer the Taylor Mill to SPD immediately prior to the transfer of the NR Shares.

(c) Until such time as the Purchase Note is paid in full, SPD shall not sell, assign, transfer, joint venture, option or in any way encumber any of the NR Shares or the SM Shares or any of the properties owned by Nevada Royalty or Springer Mining at the time of the Acquisition (and shall not enter into any binding agreement in respect thereof), without first obtaining the prior written consent of Newco (such consent not to be unreasonably withheld, conditioned or delayed).

(d) The VWAP of the SPD Shares in Section 3.2(b) will be subject to a 10% discount in the event the VWAP is at least CAD$0.36 but less than CAD$0.75, and a 15% discount in the event the VWAP is CAD$0.75 or more.

4. Post-Closing Transaction

4.1 Immediately after Closing, Newco will distribute to its shareholders such number of SPD Shares in order to reduce its post-transaction share position in SPD to 49% of the outstanding SPD Shares (the "**Newco Distribution**"), in a manner to be determined by Newco with the consent of SPD, such consent not to be unreasonably withheld, conditioned or delayed.

5. Management

5.1 At Closing and subject to any requirement of the TSX and the approval of the shareholders of SPD, SPD will reconstitute its board of directors such that the board of directors of SPD will be comprised of 7 members, 4 of whom will be directors nominated by SPD and three of whom will be nominated by Newco.

5.2 So long as Newco owns at least 20% of the issued and outstanding SPD Shares, it will have the right to nominate two appointees to the SPD board of directors. So long as Newco owns at least 10% but less than 20% of the issued and outstanding SPD Shares, it will have the right to nominate one appointee to the SPD board of directors.

6. Pre-Emptive Right

6.1 After the Closing and for so long as the Newco Percentage is 15% or greater of the issued and outstanding SPD Shares (on a non-diluted basis), if SPD proposes to issue pursuant to a private placement any common shares or securities that are convertible into, exchangeable for or exercisable to acquire SPD Shares ("**New SPD Securities**"), Newco will be entitled (but not required) to concurrently purchase up to such number of New SPD Securities ("**Participation Right Securities**") that will enable Newco to maintain its Newco Percentage in effect immediately prior to such private placement, on the same terms and at the same price at which the New SPD Securities are issued to other person(s) ("**Third Party Purchasers**"), subject to the approval of the TSX.

6.2 SPD will give Newco written notice of any proposed issuance of New SPD Securities at least ten business days prior to the proposed date of issuance thereof. Such notice will set out the material terms of the proposed issuance, including the proposed issue price.

6.3 Within five business days following receipt of the notice contemplated in Section 6.2, Newco will provide written notice to SPD of the number of New SPD Securities it intends to purchase in connection with the proposed transaction. If SPD does not receive any notice from Newco within such five business day period referred to in this Section 6.3, Newco will be deemed to have waived its rights to acquire any New SPD Securities under this Section 6.3 and SPD will be entitled, within the period of 90 days following the expiry of such five business day period, to complete the proposed issuance of New SPD Securities to the Third Party Purchasers on terms and conditions no less favourable to SPD than those contained in the notice provided to Newco pursuant to Section 6.2. If no such transaction is completed within such 90 day period, SPD will be required to again comply with the provisions of this Section 6.3 before completing such transaction.

6.4 If SPD receives within the five business day period referred to in Section 6.3 written notice from Newco that it wishes to purchase some or all of the New SPD Securities which it is entitled to purchase under Section 6.1, then subject to the approval of the TSX (which SPD will use reasonable commercial efforts to promptly obtain) and any shareholder approvals which may be required under applicable laws, SPD will be obligated to issue to Newco, and Newco will be obligated to purchase from SPD, such New SPD Securities concurrently with the completion of the issuance of such New SPD Securities to the Third Party Purchasers.

6.5 Nothing in this Section 6 will provide Newco with any rights to acquire any securities of SPD which are being issued (i) solely as consideration for the acquisition by SPD or its affiliates of assets from persons dealing at arm's length to SPD and not as a financing transaction for SPD (ii) under any equity compensation plan in respect of directors, officers, employees or consultants of SPD or (iii) upon the exercise of other outstanding convertible securities of SPD.

6.6 SPD will use commercially reasonable efforts to obtain any and all approvals of the TSX and the shareholders of SPD under the rules of the TSX or any other applicable laws in order for Newco to obtain the full benefit of its rights under this Section 6 to purchase Participation Right Securities.

7. Consents and Approvals

7.1 Each of the Parties will, as applicable, use its reasonable commercial efforts to obtain, prior to the Closing, all of the following, as necessary to give effect to the Transactions:

(a) shareholder approvals;

(b) contractual approvals and

(c) regulatory approvals (including approvals from the TSX, as applicable), in respect of which the Parties will cooperate in making any submissions or filings necessary to give effect to the Transactions.

7.2 SPD will, as soon as reasonably practicable, convene and hold an annual and special meeting of its shareholders to consider and, if deemed appropriate approve, the issuance of SPD Shares in connection with the Acquisition and the creation of Newco as a new control person of SPD and such other matters that the Parties may agree upon (the "**SPD Meeting**").

7.3 AMB will, as soon as reasonably practicable, convene and hold a special meeting of its shareholders to consider and, if deemed appropriate approve, the Financing, the Acquisition and the Newco Distribution (in each case if necessary) and such other matters that the Parties may agree upon (the "**AMB Meeting**").

7.4 The Parties acknowledge that the policies of the TSX will require various items to be submitted and provided in connection with the TSX's approval of the Acquisition, including a geological report on the resulting issuer's principal material properties (which the Parties anticipate will be limited to the Springer Mine and Mill and the Taylor Mine and Mill) prepared by a qualified person in compliance with NI 43-101 and a management information circular (the "**Disclosure Document**") which may require full, true and plain disclosure of all material facts relating to the Acquisition (including each of Nevada Royalty and Springer Mining and financial statements relating thereto) and the Financing.

8. Conditions

8.1 The completion of the Acquisition is conditional upon the following, among other conditions customary for a transaction of this nature:

(a) the absence of any material adverse change in the business, financial condition, prospects, assets or operations, as applicable, of SPD, AMB, Springer Mining and Nevada Royalty;

(b) approval of the Acquisition and the Financing by the board of directors of each of SPD, AMB and Newco, as applicable;

(c) conditional acceptance of the Acquisition and the Financing, as necessary, by the TSX (including acceptance for filing of all necessary NI 43-101 reports and the Disclosure Document), subject only to conditions customary of a transaction of this nature;

(d) approval of the issuance of the SPD Shares in connection with the Acquisition and the creation of Newco as a new Control Person (as defined within the policies of the TSX) by the SPD Shareholders;

(e) approval of the Financing, the Acquisition and the Newco Distribution (in each case if necessary) by the shareholders of AMB;

(f) execution of the Definitive Agreement by the parties;

(g) completion of the Financing;

(h) accuracy of the Parties' respective representations and warranties in this agreement as at Closing, subject only to adjustments as a result of the transactions contemplated hereby and, with respect to AMB, as a result of the proposed transaction with Northern Tiger Resources Inc. and Redtail Metals Corp. announced December 16, 2013; and

(i) the availability of prospectus and registration exemptions for the Acquisition and the Financing under applicable securities laws.

9. Representations and Warranties

9.1 SPD hereby represents and warrants to AMB that:

(a) its authorized share capital consists of an unlimited number of common shares of which, as at the date hereof, there are 67,918,561 SPD Shares issued and outstanding as fully-paid and non-assessable, options outstanding to acquire 4,318,250 SPD Shares and warrants outstanding to acquire 3,454,445 SPD Shares;

(b) it has full power and authority to enter into this agreement;

(c) it is a valid and subsisting corporation in good standing under the laws of the Province of British Columbia;

(d) neither the execution and delivery of this agreement nor the consummation of the transactions contemplated hereby will conflict with, result in a breach of or accelerate the performance required by any agreement to which SPD is a party;

(e) the execution and delivery of this agreement and the transactions contemplated hereby (subject to the satisfaction of the conditions herein contemplated) will not violate or result in the breach of the laws of any applicable jurisdiction or of SPD's constating documents;

(f) it is a reporting issuer in each of the Provinces of Ontario, British Columbia and Alberta and its common shares are currently listed for trading on TSX and will be, at Closing, listed on either the TSX or another Canadian stock exchange;

(g) SPD has made all filings required under applicable securities laws with the applicable regulatory authorities, all such filings have been made in a timely manner, and all such filings and information and statements contained therein and any other information or statements disseminated to the public by SPD, were true, correct and complete and did not contain any misrepresentation, as at the date of such information or statements. Without limiting the foregoing, SPD has at all times complied with its obligations to make timely disclosure of all material changes relating to it and no such disclosure has been made on a confidential basis and there is no material change relating to SPD which has occurred and with respect to which the requisite material change has not been filed; and

(h) there is no litigation or other proceeding or inquiry pending or, to the knowledge of SPD, threatened relating to SPD.

9.2 AMB hereby represents and warrants to SPD that:

(a) it has full power and authority to enter into this agreement;

(b) it is a valid and subsisting corporation in good standing under the laws of the Province of British Columbia;

(c) except for the obligation to obtain the consent of the lessor of AMB's Vancouver office in connection with the AMB Reorganization and the trigger of certain change of control provisions in the existing AMB employment agreements (each of which has been disclosed to SPD), neither the execution and delivery of this agreement nor the consummation of the transactions contemplated by this agreement will conflict with, result in a breach of or accelerate the performance required by any agreement to which AMB is a party;

(d) the execution and delivery of this agreement and the transactions contemplated hereby will not violate or result in the breach of the laws of any applicable jurisdiction or of AMB's constating documents; and

(e) (i) AMB owns, directly or indirectly, a 100% interest in and to each of Nevada Royalty and Springer Mining; (ii) Nevada Royalty owns the interests in and to each of the assets set forth on Schedule C hereto in the amounts set forth therein; (iii) Springer Mining owns the interests in and to each of the assets set forth on Schedule D hereto in the amounts set forth therein; (iv) other than this agreement, neither AMB nor any of its affiliates is a party to any outstanding agreement, arrangement, commitment or understanding, oral or written, in relation to the NR Shares or the SM Shares, the assets of either of them as described in Schedule "C" and Schedule "D", respectively (collectively, the "**Assets**"), or the sale of any minerals to be extracted from the assets of either of them; and (v) other than ongoing assessment work or tax payments that are required for AMB to maintain the claims in good standing, there are no rents, royalties, encumbrances, taxes, fees or other monies payable or required to be paid to any person or governmental authority with regards to the Assets.

10. Confidentiality

10.1 The parties agree to treat this agreement and all terms and conditions hereof, and all data, reports, records, and other information, coming into the possession of the parties and their employees, affiliates and agents by virtue hereof (collectively, the "**Confidential Information**") as confidential, except if disclosure of such Confidential Information is required by applicable law or by any government authority. Such Confidential Information will not be otherwise disclosed to any person without the prior consent of the affected party or parties, which consent will not be unreasonably withheld.

10.2 The consent required by Section 10.1 will not apply to a disclosure to:

(a) comply with any applicable laws, or any government authority having jurisdiction;

(b) a director, officer or employee of a party;

(c) an affiliate of a party; or

(d) an agent of a party that has a bona fide need to be informed.

10.3 The obligations of confidentiality and prohibitions against use under this agreement will not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise:

(a) as of the date hereof, was in the public domain, other than as a result of a breach of this Section 10.3;

(b) after the date hereof, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or

(c) was information that the disclosing party or its affiliates were required to disclose pursuant to the order of any government authority or judicial authority.

11. Closing

11.1 The parties will use their best efforts to complete the Acquisition by **February 28, 2014** or as soon as reasonably practicable thereafter (the "**Closing**"). At Closing, the parties will deliver such documentation as may be reasonably requested by the other parties' counsel to effect the transactions contemplated hereby.

12. Expenses and Taxes

12.1 Except as otherwise expressly provided herein, each party will be responsible for all costs and expenses (including any taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this agreement and the transactions contemplated by this agreement (including the fees and disbursements of legal counsel, accountants, brokers and other advisers).

13. Exclusivity and No Shop

13.1 During the period commencing on the date of this agreement and continuing until the earlier of (i) the Closing; and (ii) the date this agreement is terminated in accordance with its terms (the "**Exclusivity Period**"), AMB shall cause its respective directors, officers, employees, advisors, and representatives to negotiate exclusively with SPD and its authorized representatives regarding the Definitive Agreement and shall cause each of its directors, officers, employees, advisors and representatives not to, solicit, negotiate, encourage, directly or indirectly, in any manner, or otherwise pursue any discussions with or furnish or cause to be furnished any information relating to Nevada Royalty or Springer Mining (or any of the respective Assets thereof) to any person in connection with a possible (x) acquisition of any of the securities of Nevada Royalty or Springer Mining, or (y) sale of all or any part of the Assets or business of Nevada Royalty or Springer Mining (a "**Transaction Proposal**"). As of the date of this agreement, AMB shall cause its directors, officers, employees, advisors and representatives to cease any negotiations or discussions relating to a Transaction Proposal with any party other than SPD.

13.2 AMB will cause Nevada Royalty and Springer Mining to conduct its operations in respect of their Assets in the ordinary and usual course of business consistent with past practices and will not enter into any material transactions or incur any material liabilities (including without limitation, issuing or agreeing to issue any securities other than as expressly contemplated in this agreement) in respect thereof without obtaining the consent of SPD, which consent will not be unreasonably withheld or delayed.

14. Publicity

14.1 Each of the parties will issue a press release regarding this agreement immediately upon its execution by all of the parties. Thereafter, none of the parties will make announcements regarding the Acquisition or any other transactions contemplated herein that have not been previously reviewed and commented on by the other of them, except that a party may issue a news release or make a filing with a regulatory authority or a stock exchange if its counsel advises that such news release or filing is necessary in order to comply with applicable law or the rules and policies of any securities regulatory authority or stock exchange having jurisdiction over it, in which case it will first make a reasonable commercial effort to obtain the approval of the other of them, acting reasonably, which consent will not be unreasonably withheld or delayed.

15. Binding Effect

15.1 This agreement will remain binding and in effect, unless terminated pursuant to the provisions hereof.

16. Further Assurances

16.1 Each party will from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and will do or cause to be done all such further acts and things in connection with this agreement that the other party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this agreement or any provision hereof.

17. Termination

17.1 This agreement will terminate with the parties having no obligations to each other, other than in respect of Section 10 (Confidentiality) and Section 12 (Expenses) on the day on which the earliest of the following events occurs:

(a) written agreement of the parties to terminate the agreement;

(b) either the Acquisition or the Financing is rejected by the TSX (as applicable, and to the extent such transaction is required to be approved thereby), provided that (i) all recourse or rights of appeal to complete such transactions as contemplated hereby have been exhausted, and (ii) the parties will have first used commercially reasonable efforts to renegotiate the terms of such transactions objectionable to the TSX on terms acceptable to the parties, acting reasonably;

(c) either the Acquisition or the Financing is rejected by the SPD Shareholders or the AMB Shareholders (as applicable, and to the extent such transaction is required to be approved by such shareholders); and

(d) the Acquisition has not completed by March 14, 2014.

18. Notices

18.1 Any notice required or permitted to be given under this agreement will be given in writing and transmitted by facsimile or other electronic transmission or delivered by one party to the other (the "**Recipient**") at the address indicated below and will be deemed to have been given on the day on which it is delivered or sent by facsimile or other electronic transmission, provided that such day is a business day in the city in which the recipient is located and such notice is so delivered or sent by facsimile prior to 5:00 p.m. (local time of the Recipient). If a notice is not delivered or sent on a business day or is delivered or sent on or after 5:00 p.m. on such day, it will be deemed to be given on the next business day thereafter.

If to **Silver Predator Corp**.:

5450 Riggins Court, #5
Reno, Nevada USA 89502
Attention: Nathan Tewalt, CEO
(Fax): (775) 284-1275
Email: ntewalt@silverpredator.com

If to **Americas Bullion Royalty Corp**.:

11521 North Warren Street
Hayden, Idaho 83835
Attention: William Sheriff, Chairman & CEO
Fax: (208) 635-5465
Email: wms@aubullion.com

19. Miscellaneous

19.1 This agreement will be governed by the laws of the Province of British Columbia.

19.2 Except as otherwise expressly provided, all references to "dollars" or "$" herein will mean lawful currency of the United States of America.

19.3 In the event the SPD Shares are at any time listed on a stock exchange other than the TSX, all references herein to the TSX shall be deemed a reference to that other stock exchange.

19.4 Time will be of the essence in the performance of this agreement.

19.5 This agreement embodies the entire agreement and understanding of the parties with respect to the Acquisition and the other transactions contemplated hereby.

19.6 This agreement may, at any time and from time to time, be amended by written agreement of the parties hereto.

19.7 The rights and obligations of the parties created by this agreement are not assignable by any party.

19.8 In the event any provision of this agreement will be deemed unenforceable, invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions will remain in full force and effect.

19.9 Any waiver or release of any of the provisions of this agreement, to be effective, must be in writing and executed by the party hereto granting such waiver or right.

Signature page follows

19.10 This agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of a copy by facsimile or other electronic means will be deemed to be delivery of an original.

SILVER PREDATOR CORP.

Per: *"Nathan A. Tewalt"*

Authorized Signatory

AMERICAS BULLION ROYALTY CORP.

Per: *"William Sheriff"*

Authorized Signatory

SCHEDULE "A"

ROYALTIES GRANTED BY SPD TO NEWCO ON ACQUISITION[1][2]

Taylor	1.0% NPI
Treasure Hill	0.5% NPI
Cordero	1.0% NPI
Copper King, ID	0.5% NPI and 0.5% NSR
McBride, Manitoba	1.0% NSR (Sypher Rscs)
Illinois Creek, Alaska	1/3 of any NSR or NPI currently owned by SPD or granted to or retained by SPD in the future.

[1] All properties located in Nevada unless otherwise specified.
[2] All NPI will be calculated after any NSR payment, such that any NSR payments are allowable expenses when calculating NPI.

SCHEDULE "B"

ROYALTIES RESERVED BY NEWCO ON ACQUISITION[3]

Springer	2.0% NSR
Copper King	2.0% NSR
Flamingo	2.0% NSR
Modoc (85%)	2.0% NSR
Tempo	2.0% NSR
Yankee West	1.0% NSR
Guild/Skipjack	2.0% NSR
Lewiston WY	1.0% NSR

[3] All properties located in Nevada unless otherwise specified.

SCHEDULE "C"

NEVADA ROYALTY ASSETS

- Taylor Mill property and equipment in White Pine County, NV, including 5 onsite unpatented mining claims and water rights
- Humbolt Mill site in Pershing County, NV
- Tempo property consisting of approximately 200 unpatented mining claims in Lander County, NV
- Modoc property consisting of an 85% interest in 114 unpatented mining claims in Lander County, NV
- Guild/Skipjack property consisting of 74 unpatented mining claims in Nye County, NV
- Lewston property consisting of 175 upatented and 3 patented owned claims, and 8 patented and 10 unpatented leased claims in Fremont County, WY
- Yankee West property consisting of 107 upatented mining claims in White Pine County, NV
- Flamingo property consisting of 68 unpatented mining claims in Nye County, NV

SCHEDULE "D"

SPRINGER MINING ASSETS

- Fee land of approximately 3,756 acres in Pershing County, NV
- All underground mine and surface mill equipment at the Springer mine property in Pershing County, NV, including water and air pollution control permits, tailings/water dam and pond permits, and industrial water rights permits
- 340 unpatented lode mining claims in Pershing County, NV
- 25 placer mineral claims in Pershing County, NV
- Copper King Tungsten property consisting of 7 unpatented and 9 patented mining claims in Pershing County, NV