

FEB 02 2026

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JAN 29 2026

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
EASTERN REGION

IDWR/Preston

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

No water district

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
17-4041 <u>OK</u>	Yes ☐	Yes ☐	17-4041	Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Higley Ranch Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Liberty Gold USA
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 300 Mallard Drive, Suite 250 Boise Idaho 83706
Mailing address City State Zip
801.809.1083 pshabestari@libertygold.ca
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 1/9/2026
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] President, Liberty Gold USA 1/29/2026
Signature of new owner/claimant Title, if applicable Date
Peter Shabestari
Print name

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant
Print name

For IDWR Office Use Only:

Received by MB Date 1/29/26 Receipt No. P002194 Receipt Amt. 25.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by [Signature] Processed by MP Date 2/3/2026

Microfilm No. 168361

12 Day Jan 20 26At 10 35 O'clock AMNatallie Murphy

Oneida Co. Recorder

Fee \$ 15.00 Deputy

Recorded at Request of

Northern Title Company- Malad

NTO-206556

When Recorded Mail Tax Notice To:

Liberty Gold USA Inc., a Delaware corporation

943 W Overland Road, 1st Floor

Meridian, ID 83642

WARRANTY DEED

Paul Dean Higley, Trustee of The Higley Ranch Trust, dated December 19, 2016 and any/all amendments

Grantor(s) of Smithfield, County of Cache, State of Utah, hereby *CONVEY AND WARRANT* to

Liberty Gold USA Inc., a Delaware corporation

Grantee(s) of Meridian, County of Ada, State of Idaho, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

See Exhibit "A" attached and made a part hereto

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this January 19, 2026.

(SEE ATTACHED "SIGNATURE PAGE")



Warranty Deed - Oneida

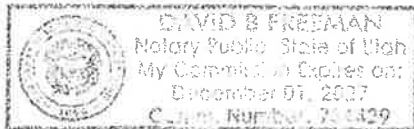
SIGNATURE PAGE

The Higley Ranch Trust, dated December 19,
2016 and any amendments

By: Paul Dean Higley, Trustee
Paul Dean Higley, Trustee

State of Utah)
County of Cache)§

On January 8, 2026 personally appeared before me, Paul Dean Higley, who, being by me duly sworn, did say that HE/SHE/THEY IS/ARE Trustee(s) of The Higley Ranch Trust, dated December 19, 2016 and any/all amendments, and that said instrument was signed in behalf of said Trust by the authority of its Trust Agreement, and the aforesaid individual(s) acknowledged to me that said Trust executed the same.



David B. Freeman
Notary Public

Resides: 1004 V. 45

Commission Expires: 12-1-2027

See Exhibit "A" attached and made a part hereto

Parcel 1:

Part of the S1/2NE1/4 of Section 18 in Township 16 South, Range 30 East of the Boise Meridian, Oneida County, State of Idaho.

Commencing at the East ¼ Corner of Section 18 in T.16 S., R. 30 E., B.M., said corner marked by a 5/8" rebar with 2" aluminum cap which shall be the Point of Beginning;

Thence South 89 degrees 10 minutes 22 seconds West (West, Rec.) along the south line of the S1/2NE1/4 for a distance of 2665.20 feet (160 Rods, Rec.) to a 5/8" rebar with 2" aluminum cap at the Center ¼ Corner;

Thence North 00 Degrees 17 minutes 33 seconds East along the west line of the S1/2NE1/4 for a distance of 897.60 feet (54 Rods, Rec.) to a 5/8" rebar;

Thence South 72 degrees 06 minutes 11 seconds East (Southeasterly, Rec.) (S 71°30' E, Rec.) for a distance of 2795.62 feet (169 Rods, Rec.) (166 Rods +/-, Rec.) to the Point of Beginning.

Parcel 2:

Township 16 South, Range 30 East of the Boise Meridian, Oneida County, State of Idaho.

Section 18: N1/2SE1/4

VERIFICATION OF IDENTIFICATION

As required by the USA Patriot Act

By signing below, I certify the following:

- I have verified the identity of each buyer / borrower by personally reviewing their photographic identification.
- I have explained below any discrepancy between the name on the loan and the name on any identification.
- I have copied the following information from each identification card reviewed.

Liberty Gold USA Inc., a Delaware corporation**Buyer / Borrower:**By: _____
Peter Shabestari, President

Type of Identification:

- ☐ Driver's License # _____
- ☐ Identification Card # _____
- ☐ Other (describe here) _____

Issuing State/Country: _____

Date of Issue: _____ Expiration Date: _____

☐ Names Match ☐ Describe and reconcile any difference in name_____

Person Verifying Information:

Kristal Talbot

January 09, 2026



American Land Title Association
ESTIMATED

ALTA Settlement Statement - Buyers
Adopted 05-01-2015

File No./Escrow No.: **NTO-206556-4**
Print Date & Time:
01/08/2026 at 10:06AM MST
Officer/Escrow Officer: **Kristal Talbot**

Northern Title Company of Idaho, Inc.
ALTA ID:
Closing Office Address
20 North Main St., #8
Malad, ID 83252



NORTHERN TITLE

Property Address: **Vacant Land, Malad City, ID 83252**
(RP0104102)
Buyer: **Liberty Gold USA Inc., a Delaware corporation**
Seller: **The Higley Ranch Trust, dated December 19, 2016 and any/all amendments**
Lender:
Settlement Date: **01/09/2026**
Disbursement Date: **01/09/2026**

	Debit	Credit
Sales Price & Earnest Money		
Sales Price	\$700,000.00	
Real Estate Tax - ONEIDA COUNTY TREASURER		
Current Year Property Taxes RP0104102 01/01/2026 to 01/09/2026 @ \$0.0813/day		\$0.65
Settlement Fees - Northern Title Malad - Closing Fees		
Settlement Fee-Idaho to Northern Title Malad - Closing Fees	\$800.00	
E-Recording Fee	\$10.00	
Wire to Northern Title Malad - Closing Fees	\$15.00	
Document Preparation Fee to Northern Title Malad - Closing Fees	\$32.50	
Express Mail Delivery Fee to Northern Title Malad - Closing Fees	\$40.00	
Recording Fees - Northern Title ID-Recording Fees		
Record Warranty Deed to Northern Title ID-Recording Fees	\$15.00	
Other Recordings to Northern Title ID-Recording Fees	\$15.00	
	Debit	Credit
SubTotals	\$700,927.50	\$0.65
Due from Buyer/Borrower	\$0	\$700,926.85
Totals	\$700,927.50	\$700,927.50

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize **Northern Title Company of Idaho, Inc.** to cause the funds to be disbursed in accordance with this statement.



NTO-206556

When Recorded Mail Tax Notice To:

Liberty Gold USA Inc., a Delaware corporation

943 W Overland Road, 1st Floor

Meridian, ID 83642

WARRANTY DEED

Paul Dean Higley, Trustee of The Higley Ranch Trust, dated December 19, 2016 and any/all amendments

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Liberty Gold USA Inc., a Delaware corporation

Grantee(s) of Meridian, County of Ada, State of Idaho, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

See Exhibit "A" attached and made a part hereto

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this January ____, 2026.

(SEE ATTACHED "SIGNATURE PAGE")



See Exhibit "A" attached and made a part hereto

Parcel 1:

Part of the S1/2NE1/4 of Section 18 in Township 16 South, Range 30 East of the Boise Meridian, Oneida County, State of Idaho.

Commencing at the East ¼ Corner of Section 18 in T.16 S., R. 30 E., B.M., said corner marked by a 5/8" rebar with 2" aluminum cap which shall be the Point of Beginning;

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Parcel 2:

Township 16 South, Range 30 East of the Boise Meridian, Oneida County, State of Idaho.

Section 18: N1/2SE1/4

Warranty Deed - Oneida

SIGNATURE PAGE

The Higley Ranch Trust, dated December 19,
2016 and any amendments

By: _____
Paul Dean Higley, Trustee

State of Utah)
County of Cache)§

On January ____, 2026 personally appeared before me, **Paul Dean Higley**, who, being by me duly sworn, did say that HE/SHE/THEY IS/ARE Trustee(s) of **The Higley Ranch Trust, dated December 19, 2016 and any/all amendments**, and that said instrument was signed in behalf of said Trust by the authority of its Trust Agreement, and the aforesaid individual(s) acknowledged to me that said Trust executed the same.

Notary Public

Resides:

Commission Expires:

NTO-206556

When Recorded Mail Tax Notice To:

Liberty Gold USA Inc., a Delaware corporation

943 W Overland Road, 1st Floor

Meridian, ID 83642

WATER DEED

Paul Dean Higley, Trustee of The Higley Ranch Trust, dated December 19, 2016 and any/all amendments

Grantor(s) of Smithfield, County of Cache, State of Utah, hereby **CONVEY AND WARRANT** to

Liberty Gold USA Inc., a Delaware corporation

Grantee(s) of Meridian, County of Ada, State of Idaho for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described water for land in Oneida, State of Idaho:

All of the Grantor's right, title, and interest in and to Water Users Claim Number(s) 17-4041.

WITNESS, the hand(s) of said Grantor(s), this January ____, 2026

**The Higley Ranch Trust, dated December 19,
2016 and any amendments**

By: _____
Paul Dean Higley, Trustee

State of Utah:
County of Cache§

On this January ____, 2026, personally appeared before me, Paul Dean Higley, Trustee of The Higley Ranch Trust, dated December 19, 2016 and any/all amendments who duly acknowledged to me that THEY executed the same.

Notary Public



206556

**"THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE."**

**BILL OF SALE
(WITH WARRANTIES)**

Know all men by these presents:

That The Higley Ranch Trust, dated December 19, 2016 and any/all amendments the seller(s), for and in consideration of the sum of ten dollars and other good and valuable considerations, to them in hand paid Liberty Gold USA Inc., a Delaware corporation the buyer(s), the receipt whereof is hereby acknowledged, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto said buyer(s) that certain personal property now at:

Vacant Land, Malad City, ID 83252
Oneida County, State of Idaho
RP0104102

Particularly described as follows:

AS PER REAL ESTATE PURCHASE CONTRACT and WATER RIGHT NO. 17-4041

and the seller(s) upon the consideration recited above warrants ownership of and good title to said property, the right to sell the same and that there are no liens, encumbrances or charges thereon or against the same and to defend the title and possession transferred to the buyer(s) against all lawful claims.

In witness whereof, we have hereunto set our hands this January 9th, 2026

Liberty Gold USA Inc., a Delaware corporation

**The Higley Ranch Trust, dated December 19, 2016
and any amendments**

By: _____
Peter Shabestari, President

By: _____
Paul Dean Higley, Trustee



BUYERS/BORROWERS AFFIDAVIT AND INDEMNITY OF DEBTS AND LIENS

ORDER: 206556

SUBJECT PROPERTY: Vacant Land, Malad City, ID 83252

This Affidavit and Indemnity is made and given by Liberty Gold USA Inc., a Delaware corporation ("Indemnitor") for the benefit of Northern Title Company ("NTC") and its Underwriters. Indemnitor agrees that as to those transactions, present and future that are covered by this agreement, the obligations of the Indemnitor may hereunder continue at a time when Indemnitor no longer has any financial or ownership interest in the land herein referred to. Indemnitor, upon his/her oath, certifies and represents to NTC and its Underwriters, the purchaser and/or lender in this transaction that to my knowledge there are:

1. The undersigned has not incurred any unpaid bills for laborers, suppliers or material men for labor or material furnished before date of Closing. The undersigned has not contracted for labor, supplies or material for improvements or repairs to subject property. Indemnitor herein certifies that all such bills have been or will be promptly paid and that no mechanics' liens will result from non-payment. No payment of bills has been withheld as a result of a dispute with the vendor.
2. There are no parties in possession nor any parties having a right of possession of the Subject Property, under any tenancy, lease or other agreement, written or oral except as follows:
3. No Lease concerning the premises contains any right of first refusal or any option to purchase except as follows:
4. There have been no documents recorded in Public Records subsequent to the effective date of the title commitments issued with respect to any Subject Property which affect title to the particular Subject Property insured; and (1) there are no matters, including pending lawsuits, state or federal tax obligations, pending against Indemnitor that could give rise to a lien that would attach to any Subject Property between the effective date of said commitment and the recording of the instruments giving rise to the interest to be insured, and (2) the Indemnitors have not executed and will not execute any instrument that would adversely affect the title to any Subject Property or the lien of any mortgage to be insured pursuant to the Commitment.
5. That none of the restrictions, agreements, covenants, easements, declarations or other matters affecting title to the property have been violated or encroached on as of the date of this Certification and Indemnity.
6. The Buyer/Borrower, is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign state or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulation).

INDEMNITY: I AGREE TO PAY ON DEMAND TO NORTHERN TITLE COMPANY AND IT'S UNDERWRITERS, THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN TO ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and that this is given as an inducement for Northern Title Company and its Underwriters to issue its policy or policies of title insurance, and the undersigned acknowledges that reliance will be made thereon.

Liberty Gold USA Inc., a Delaware corporation

By:

Peter Shabestari, President





NORTHERN TITLE

TAX PRORATION DISCLAIMER

Buyer: Liberty Gold USA Inc., a Delaware corporation

Seller: The Higley Ranch Trust, dated December 19, 2016 and any/all amendments

Property: Vacant Land, Malad City, ID 83252

The undersigned Buyer(s) and Seller(s) do hereby understand and agree that the proration for general property taxes was calculated by:

- ☒ UTILIZING THE PROPERTY TAX BILL FOR 2025.
- ☒ THE FIRST HALF 2025 ☒ **HAVE** ☐ **HAVE NOT BEEN PAID** (CHECK ONE).
- ☒ SECOND HALF 2025 TAXES HAVE BEEN PAID
- ☒ UNPAID 2026 TAXES HAVE BEEN PRORATED AND **A CREDIT HAS BEEN GIVEN TO THE BUYER.**
BUYER WILL BE RESPONSIBLE FOR THE PAYMENT OF ALL THE 2026 TAXES WHEN DUE.

Accordingly, the Buyer(s) and Seller(s) do hereby hold Northern Title Company, harmless from any liability or damages caused by an inaccurate proration for general property taxes resulting from any variation or difference in the actual general property taxes assessed for the current year. Both Buyer(s) and Seller(s) agree to make the proper proration as may be required subsequent to closing

**The Higley Ranch Trust, dated December 19, 2016
and any amendments**

Liberty Gold USA Inc., a Delaware corporation

By: _____
Paul Dean Higley, Trustee

By: _____
Peter Shabestari, President



ESCROW GENERAL PROVISIONS

This agreement governs the duties and obligations between Northern Title Company (hereinafter "Escrow Agent") and the undersigned signatories, who are parties to the following transaction.

Order No.: 206556

Address: Vacant Land, Malad City, ID 83252 RP0104102

Buyer(s): Liberty Gold USA Inc., a Delaware corporation

Seller(s): The Higley Ranch Trust, dated December 19, 2016 and any/all amendments

The Parties understand and acknowledge:

1. Escrow Agents Role

Subject to the terms of this agreement, Escrow Agent agrees to act as an escrow agent in closing the transaction described above. Escrow Agent is not the agent of any single party. Rather, Escrow Agent agrees to prepare documents, secure the execution of documents, record documents, disburse funds, and otherwise close the transaction in the accordance with the joint directions of the parties. Escrow Agent has no other duties or obligations. In particular, Escrow Agent does not give and has no duty to give legal or other advice to the parties.

2. Parties' Role

The parties authorize Escrow Agent to close the transaction, record documents, disburse funds, and otherwise act in accordance with the written Settlement Statement and any written or oral directions or agreements given to Escrow Agent by the parties or their representatives. The parties agree that Escrow Agent is entitled to act on the direction of the realtor, attorney or other person who has dealt with Escrow Agent on behalf of them in this transaction. If any party wishes to limit the authority of those who have dealt on their behalf with Escrow Agent, any such limitation must be contained in a writing that is delivered to Escrow Agents. ***The parties agree that they are not looking to Escrow Agent for legal or other advice, and that they had an opportunity to obtain such advice from persons other than those affiliated with Escrow Agent.***

3. Closing Documents

The parties have been given an opportunity to review all documents at closing and to seek independent advice or counsel concerning those documents, if desired. The parties agree that the only representations of Escrow Agent upon which they are entitled to rely or act are those that are in writing and executed by Escrow Agent and that the parties are not entitled to act or rely on conflicting oral or written terms or directions given to Escrow Agent prior to closing. The parties' execution and delivery of documents at closing shall, as between Escrow Agent and the parties, constitute the parties' agreements and directions to Escrow Agent whether or not Escrow Agent is a party to the documents. The terms of this paragraph shall not affect the parties' rights between themselves.

4. Vesting

Buyer to take title and hereby instructs Northern Title Company to prepare conveyance deed as follows:

- ☐ Husband and Wife, As Joint Tenants /or Wife and Husband, As Joint Tenants
- ☐ As Joint Tenants
- ☐ Individually
- ☐ Other: _____

5. Contingency Periods

Escrow Agent shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Agent to confirm the status of any such periods.



6. Deposit of Funds, Recording & Disbursements

The undersigned **BUYER** and **SELLER** hereby approve the foregoing statement and authorize **NORTHERN TITLE COMPANY** to complete the transaction in accordance herewith. The instruments may be delivered or recorded and funds disbursed. Escrow Agent shall place all funds received in escrow into a federally insured depository account specifically designated as a trust account. Escrow Agent may maintain a general trust account and individual accounts for specific escrows, subject to any specific terms and conditions of any written agreement between Buyer, Seller, and Escrow Agent. Absent specific written direction from both Seller and Buyer, Escrow Agent shall, as agent for Buyer and Seller, determine the identity of the depository institution. Escrow Agent shall not be responsible for any loss of funds occurring as a result of failure of the institution in which funds have been deposited, so long as Escrow Agent complies with the foregoing provisions relating to the type of depository institutions and accounts to be used. ***In partial consideration of northern title accepting funds and acting as escrow agent in this matter, the undersigned hereby convey, transfer and assign to northern title company any and all interest paid by any depository institution on funds paid by the undersigned and deposited into northern title's escrow, trust or exchange account, for whatever period of time some or all of the funds remain in the account.*** Earnings on funds held in Escrow Agent's escrow trust account shall be owned by and periodically disbursed to Escrow Agent as additional consideration for services performed by Escrow Agent. Funds may be paid from trust accounts only in accordance with the terms and conditions of Buyer's and Seller's instructions to Escrow Agent. In the event that Escrow Agent initiates or is joined as a party to any litigation relating to this escrow, Buyer and Seller jointly and severally agree to pay all costs, expenses and attorney's fees incurred by Escrow Agent in such litigation. Escrow Agent shall be entitled, at its option, to be paid such costs, expenses and the attorney's fees from the funds deposited by the party(ies) with Escrow Agent.

7. Disclosure of Possible Benefits to Escrow Agent

As a result of Escrow Agent maintaining its general escrow accounts with the depositories, Escrow Agent may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Agent and Escrow Agent shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

8. Miscellaneous Fees

The Settlement Statement may prescribe that certain release or reconveyance fees are payable to Escrow Agent. These fees are payable to Escrow Agent to compensate it for facilitating and arranging for the reconveyance or release of the encumbrance in question and are payable in the amounts indicated irrespective of whether additional reconveyance fees or charges may have been paid or are payable to any other party and irrespective of any limitation on reconveyance or release fees that may be prescribed. Escrow Agent may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Agent for such services may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Agent for such services.

9. Prorations & Adjustments

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made as of the close of escrow based on a 30-day month, unless otherwise instructed in writing.

10. Reports

As an accommodation, Escrow Agent may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Agent shall deliver copies of any such reports as directed. Escrow Agent is not responsible for reviewing such reports or advising the parties of the content of same.

11. Commitment for Title Insurance: Recordation of Documents

The undersigned Buyer hereby acknowledges receipt of a copy of, and an opportunity to review, Commitment for Title Insurance referenced as Order No. 206556 (the "Commitment") obtained through Escrow Agent in the contemplation of the above transaction, and authorizes the title insurer to issue the policy of title insurance contemplated thereby, which policy shall contain the numbered exceptions from the coverage as shown on the Commitment in addition to any new encumbrances created in connection with this transaction. The undersigned Buyer and Seller affirm that the legal description appearing in the commitment is satisfactory, and authorize Escrow Agent to record documents delivered through escrow which contain said legal description(s) necessary or proper for the issuance of the requested title insurance policy(ies).

12. Real Property Taxes

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

13. Home Warranty Plan

If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall be paid for at Settlement by ☐ Buyer ☐ Seller.

Company Name: _____

Amount: \$0.00 _____

14. Real Property Taxes

The undersigned Buyer and Seller do hereby understand and agree that the proration for general property taxes as provided in the above referenced closing statements, was calculated by utilizing the general property taxes assessed for ***the current or most recent tax year***. Accordingly, the Buyer(s) and Seller(s) do hereby hold Escrow Agent free and harmless from any liability or damages caused by an inaccurate proration for general property taxes assessed for the current year. Upon a determination of the assessed property taxes due for the current year, Buyer(s) and Seller(s) agree to make the proper proration adjustment as may required subsequent to closing.

15. Survey

The undersigned buyers and sellers hereby acknowledge that they have (☐ chosen to/ ☐ chosen not to) have a survey completed on subject property. If not, the undersigned buyers and sellers affirm that the legal description on the closing documents of even date herewith is satisfactory, and the undersigned herein agree to hold **NORTHERN TITLE COMPANY** and the undersigned Real Estate Company harmless as to any dispute resulting from not having a survey done at the time of the transaction.

16. Utilities and Water Rights

Escrow Agent shall not be responsible for the transfer of utilities sewer or garbage. Escrow Agent shall not be responsible for the transfer of water rights or shares unless specifically instructed by the parties. The parties understand that they will have all utilities read and transferred as of the date of possession. Water shares and or rights ☐ are ☐ are not being transferred in connection with this transaction. If so described interest being transferred:

Company: _____ Number of shares: _____

Buyer/Seller will transfer the water shares outside of closing and will not hold **NORTHERN TITLE COMPANY** responsible for any shares transferred incorrectly.

Northern Title Company has no knowledge of the fees and/or dues associated with the water rights. If you want any further information you need to contact the secretary of the water company.

17. HOA Dues and CC&R's

Escrow Agent shall not be responsible for the payment of any HOA fees, including but not limited to any transfer fees. Buyer and seller agree that there ☐ are ☐ are not HOA fees and dues associated with this transaction. Buyer and seller will hold Northern Title Company, Inc. harmless for any misrepresentation of HOA fees and dues before, at or post closing. Furthermore, buyer and seller both acknowledge that there ☐ are ☐ are not CC&R's affecting this property. If recorded on the property, the CC&Rs have been disclosed on the Title Report and have been provided by either: Hyperlink via receipt of Title Report, or via physical copies.

18. Cancellation of Escrow

Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Agent. Within a reasonable time after receipt of such notice, Escrow Agent shall send by standard mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Agent by a party within 10 days after date of mailing, Escrow Agent is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Agent, Escrow Agent is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Agent's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Agent and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

19. Conflicting Instructions & Disputes

If Escrow Agent becomes aware of any conflicting demands or claims concerning this escrow, Escrow Agent shall have the right to discontinue all further acts on Escrow Agent's part until the conflict is resolved to Escrow Agent's satisfaction. Escrow Agent has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Agent's reasonable attorney's fees, and (b) that Escrow Agent is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Agent, the parties agree to indemnify and hold the Escrow Agent harmless against liabilities, damages and costs incurred by Escrow Agent (including reasonable attorney's fees and costs) except to the extent that such liabilities, damages and costs were caused by the gross negligence or willful misconduct of Escrow Agent.

20. Usury

Escrow Agent is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

21. Insurance Policies

In all matters relating to insurance, Escrow Agent may assume that each policy is in force and that the necessary premium has been paid. Escrow Agent is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Agent has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lender.

22. Compliance:

The undersigned hereby further agree to cooperate and make adjustments for clerical errors, in documentation and or funding, which may be deemed necessary for the escrow agent to comply with instructions given by all parties to this transaction and/or to comply with the intent of the parties involved in this transaction.

23. Copies of Documents: Authorization to Release

Escrow Agent is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Agent, the originals of such documents shall be delivered to Escrow Agent. Escrow Agent may withhold documents and/or funds due to the party until such originals are delivered. ***Documents to be recorded MUST contain original signatures.*** Escrow Agent may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. **By initialing below, I hereby request copies of all closing documents associated with the transaction be delivered to me electronically.**

24. Contact Information

Liberty Gold USA Inc., a Delaware corporation

Phone: _____ Email: _____

The Higley Ranch Trust, dated December 19, 2016 and any/all amendments

Phone: _____ Email: _____

25. Privacy Policy

The undersigned Buyer and Seller hereby acknowledge receipt of a copy of the Privacy Policy of Northern Title Company and Escrow Agent.

26. Information from Affiliated Companies

Escrow Agent may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

27. Legal Counsel

The undersigned acknowledge that they have the right to seek legal counsel and tax advice in connection with this transaction. I/we the undersigned real estate salesperson/broker have reviewed the foregoing statement and certify that the above mentioned statement is an accurate accounting of the transaction(s) between buyer and seller herein.

I/We, the undersigned Real Estate Agents/Brokers have reviewed this statement and all other related closing documents including the HUD-1 Settlement Statement and certify that the documents are an accurate accounting of the transaction reflecting the agreements, by both Buyer and Seller, as stated in the Real Estate Purchase Contract.

Liberty Gold USA Inc., a Delaware corporation

The Higley Ranch Trust, dated December 19, 2016 and any amendments

By: _____
Peter Shabestari, President

By: _____
Paul Dean Higley, Trustee

"Escrow Agent":
NORTHERN TITLE COMPANY

BY:

Kristal Talbot

Kristal Talbot



File Number: NTO-206556

Preston Office

96 South State Street
Preston, Idaho 83263
208-852-5700
Fax: 208-852-9300

Malad Office:

20 North Main, Suite 8
Malad, Idaho 83252
208-766-7700
Fax: 208-766-7702



NORTHERN TITLE

"Good Deeds Done Daily!"

Montpelier Office:

680 North 4th Street
Montpelier, Idaho 83254
208-847-2567

Main Branch Office:

160 North Main Street
Logan, Utah 84321
435-752-3600
Fax: 435-752-3612

COMMITMENT FOR TITLE INSURANCE

Stewart Title Guaranty Company ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

BUYER/BORROWER: Liberty Gold USA Inc., a Delaware corporation	SELLER/OWNER: Paul Dean Higley and Jacob Michael Higley, and Danel Guy Higley, Co-Trustees of the Higley Ranch Trust
SELLING AGENT:	LISTING AGENT:
LENDER:	BROKER:

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
Stewart Title Guaranty Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

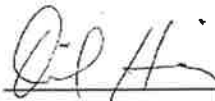
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Stewart Title Guaranty Company**Issuing Agent: Northern Title Company of Idaho,
Inc.**

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000

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or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Closing/Escrow inquiries to:**Kristal Talbot****Escrow Officer****(208) 766-7700****kristalt@northerntitle.net****All inquiries regarding this report should be directed to:****Jan Stone****Title Officer****(208) 852-5700****jans@northerntitle.net****SCHEDULE A**

Order no. NTO-206556

1. Commitment Date: 11/16/2025 at 5:00 p.m.
2. Policy to be issued:
Standard Owner's Policy "ALTA" 2021 Idaho \$700,000.00
Premium \$2,388.00
Proposed Insured:
Liberty Gold USA Inc., a Delaware corporation
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Paul Dean Higley and Jacob Michael Higley, and Danel Guy Higley, Co-Trustees of the Higley Ranch Trust
5. The Land is described as follows:
See Attached Exhibit "A"

PROPERTY ADDRESS: Vacant Land, Malad City, ID 83252

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EXHIBIT A
Legal Description

Parcel 1:

Part of the S1/2NE1/4 of Section 18 in Township 16 South, Range 30 East of the Boise Meridian, Oneida County, State of Idaho.

Commencing at the East ¼ Corner of Section 18 in T.16 S., R. 30 E., B.M., said corner marked by a 5/8" rebar with 2" aluminum cap which shall be the Point of Beginning;

Thence South 89 degrees 10 minutes 22 seconds West (West, Rec.) along the south line of the S1/2NE1/4 for a distance of 2665.20 feet (160 Rods, Rec.) to a 5/8" rebar with 2" aluminum cap at the Center ¼ Corner;

Thence North 00 Degrees 17 minutes 33 seconds East along the west line of the S1/2NE1/4 for a distance of 897.60 feet (54 Rods, Rec.) to a 5/8" rebar;

Thence South 72 degrees 06 minutes 11 seconds East (Southeasterly, Rec.) (S 71°30' E, Rec.) for a distance of 2795.62 feet (169 Rods, Rec.) (166 Rods +/-, Rec.) to the Point of Beginning.

Parcel 2:

Township 16 South, Range 30 East of the Boise Meridian, Oneida County, State of Idaho.

Section 18: N1/2SE1/4

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SCHEDULE B, PART 1**REQUIREMENTS**

All of the following Requirements must be met:

- 1. The proposed insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the land. The Company may then make additional Requirements or Exceptions.**
- 2. Pay the agreed amount for the estate or interest to be insured.**
- 3. Pay the premiums, fees, and charges for the Policy to the Company.**
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.**
5. We require copies of the Trust Agreement and any Amendments for Paul Dean Higley and Jacob Michael Higley, and Danel Guy Higley, Co-Trustees of the Higley Ranch Trust.
6. Deed conveying title to the purchasers executed by Paul Dean Higley and Jacob Michael Higley, and Danel Guy Higley, Co-Trustees of the Higley Ranch Trust.

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SCHEDULE B, PART 2**EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I- Requirements are met.**
- 2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record.***
- 3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.***
- 4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.***
- 5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.**
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.***
- 7. Any liens, or rights to a lien, for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.***
- 8. Rights of the state or federal government and/or public in and to any portion of the Land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).**
- 9. Minerals of whatsoever kind, subsurface and surface substance, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public records or listed in Schedule B. Stewart Title Guaranty Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**
- 10. Any water or well rights, or rights or title to water or claims thereof, in, on or under the Land.**

***Paragraphs 1 through 10 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section II.**

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11. Taxes for the year 2025 are now due and payable, in the amount of \$29.68, but the first half is due and payable on or before December 20, 2025.
Tax Serial No.:RP0104102
12. Said property may be included within the Taxing Assessment District ONEIDA, Idaho and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)
13. Right of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property.
14. Subject to all existing roads, streets, alleys, fences, ditches, reservoirs, utilities, canals, pipelines, power, telephone, cable, fiber optic, sewer, gas, or water lines, and right of way and easements thereof.
15. All easements and right of ways along through said parcel for roads and utilities.
16. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate land survey of Land and not shown by the Public Records.
18. Patent recorded FEBRUARY 21, 1907, as Instrument No. 5503 in the office of the Recorder of ONEIDA County, Idaho.

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SCHEDULE B, PART 2

SPECIAL EXCEPTIONS:

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

NOTE: Judgments, State and Federal Tax Liens were checked on the following names, and if any were found, are disclosed herein:

The Higley Ranch Trust, dated December 19, 2016 and any/all amendments
Liberty Gold USA Inc., a Delaware corporation

NOTE: In the event this transaction fails to close, a cancellation fee may be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Idaho.

Chain of Title including all Vesting Deeds recorded in the past 36 months:

None

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Northern Title Company

June 7, 2022

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information") and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From application or other forms we receive from you, or you authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet websites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information from unwanted access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

- To agents, brokers, or representatives, to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction, or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Rights to Access Your Personal Information and Ability to Correct Errors or Changes or Deletions

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment, or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Northern Title Company
160 North Main
Logan, UT 84321

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Northern Title Company of Wyoming, Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

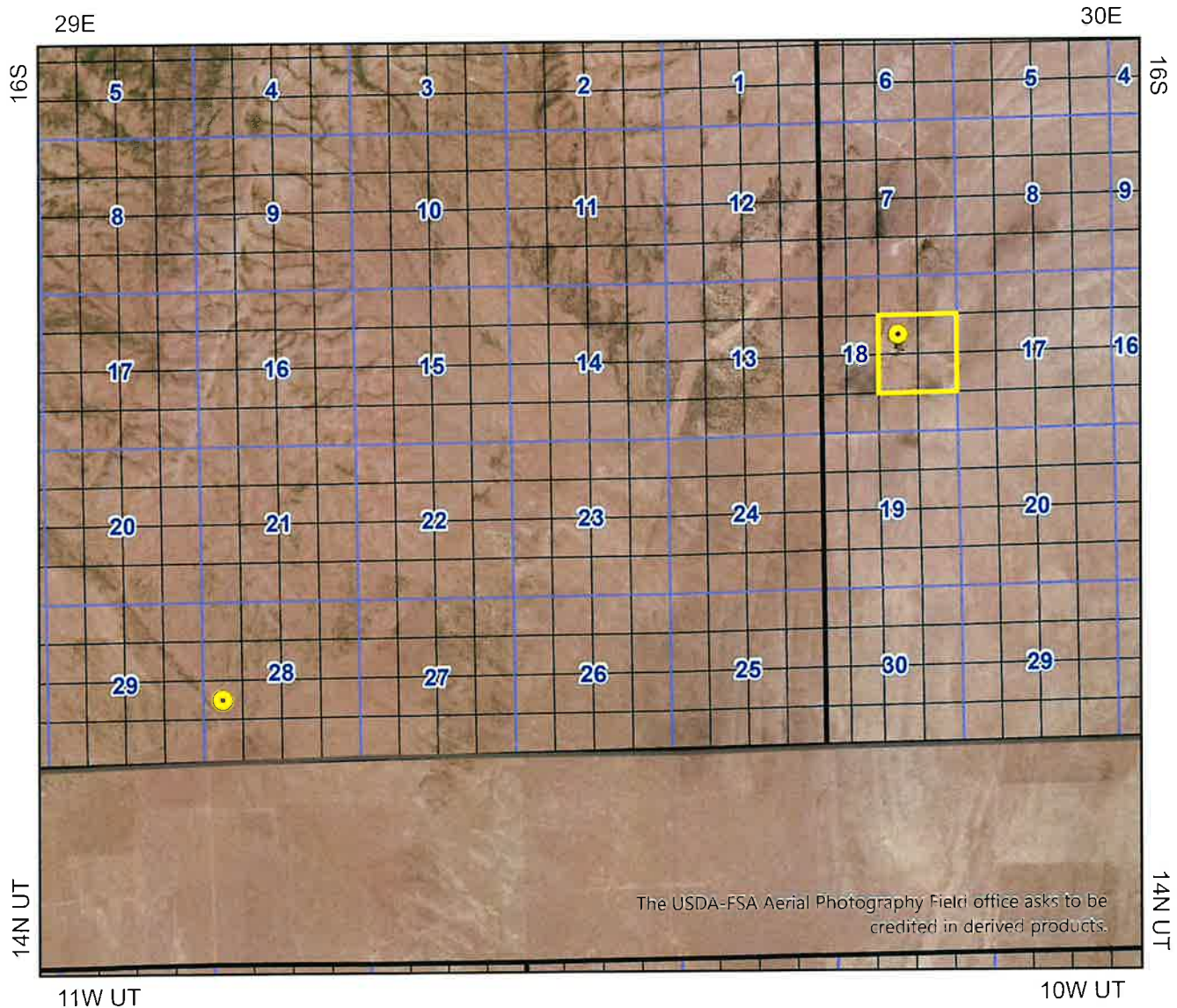
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State of Idaho
Department of Water Resources
Adjudication Claim
17-4041
(IRRIGATION)
THE HIGLEY RANCH TRUST



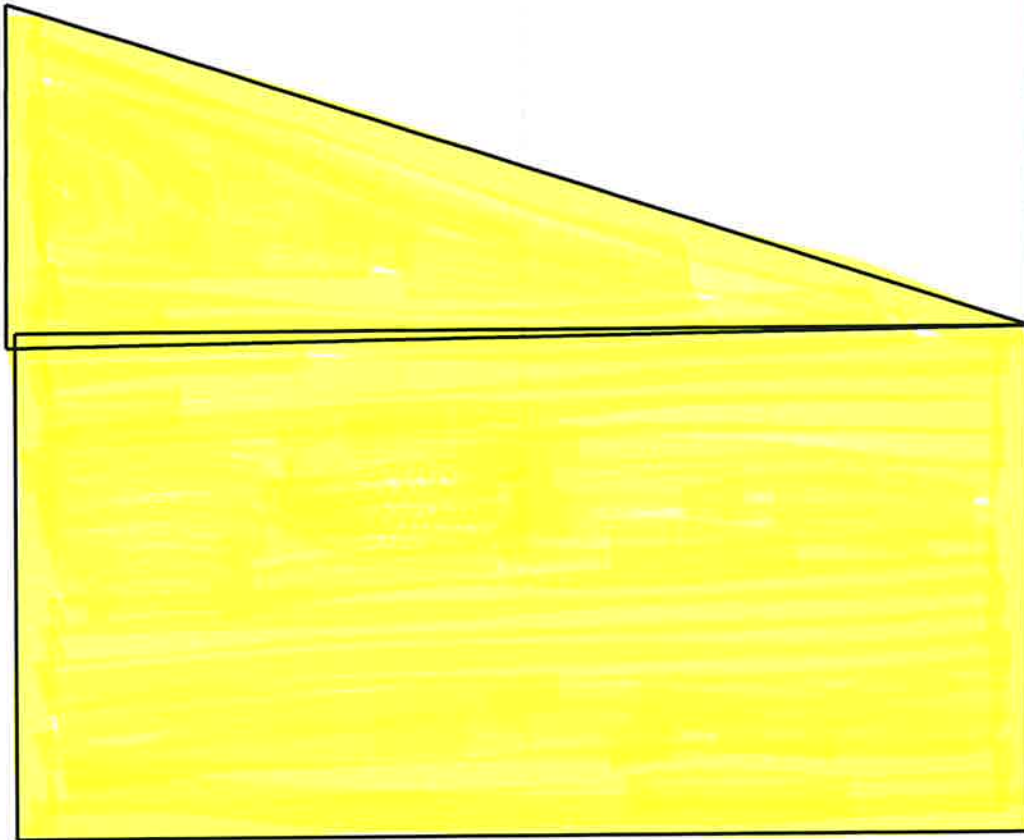
- Point of Diversion
- Place Of Use Boundary
- State Outline
- Townships
- Sections
- Quarter Quarters



0 0.95 1.9 2.85 3.8 Miles



Imagery: 2021 Aerial Photography
Prepared By Wunsch, Brian



168361 The Higley Ranch Trust TO Liberty Gold USA

1/29/2026

Scale: 1 inch= 500 feet

File:

Tract 1: 27.4544 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6358 ft.
Tract 2: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.

01 /ne,se,18,16s,30e
02 s89.1022w 2665.20
03 n00.1733e 897.60
04 s72.0611e 2795.62
05 @0
06 /ne,n,se,18,16s,30e
07 s0w 1320.00
08 s90w 2640.00
09 n0e 1320.00

10 n90e 2640.00



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

February 03, 2026

LIBERTY GOLD USA INC
300 E MALLARD DR STE 250
BOISE ID 83706-6646

Re: Change in Ownership for Water Right No(s): 17-4041

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at 208-525-7161.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)