Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 07 2026
DEPARTMENT OF WATER RESOURCES

DEV ✓

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
55-4084	Yes ☐	Yes ☐	55-4089	Yes ☐	Yes ☐
55-4085	Yes ☐	Yes ☐	55-4090	Yes ☐	Yes ☐
55-4086	Yes ☐	Yes ☐	55-4091	Yes ☐	Yes ☐
55-4087	Yes ☐	Yes ☐	55-4092	Yes ☐	Yes ☐
55-4088	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Craig Brasher
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): DeLamar Mining Company
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   PO BOX 52 | JORDAN VALLEY | OR | 97910-0052
   Mailing address | City | State | Zip

   208-870-7993 | dale@integraresources.com
   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: Feb 13, 2026.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - 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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - 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.

   SCANNED DOCUMENT
   MAY 29 2026
   SCANNED

8. Signature: [signature] Chief Financial Officer Apr 28, 2026
   Signature of new owner/claimant | Title, if applicable | Date
   Andree St-Germain
   Print name

   SUPPORT DATA
   IN FILE # 55-4084

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

   _____
   Print name

225.00 KW

For IDWR Office Use Only:

Receipted by KW Date 5-7-26 Receipt No. C176136 Receipt Amt. ~~$175.00~~

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 _____ Processed by PL Date 5/29/2026

Form 42-248/42-1409(6) Rev. 6/22

RECEIVED
MAY 07 2026
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DE/

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
55-10073	Yes ☐	Yes ☐	55-10078	Yes ☐	Yes ☐
55-10074	Yes ☐	Yes ☐	55-10079	Yes ☐	Yes ☐
55-10075	Yes ☐	Yes ☐		Yes ☐	Yes ☐
55-10076	Yes ☐	Yes ☐		Yes ☐	Yes ☐
55-10077	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Craig Brasher
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): DeLamar Mining Company
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   PO BOX 52 | JORDAN VALLEY | OR | 97910-0052
   Mailing address | City | State | Zip

   208-870-7993 | dale@integraresources.com
   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: Feb 13, 2026.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - 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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - 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.

   ENTERED DOCUMENT
   MAY 29 2026
   SCANNED

8. Signature: _____ Chief Financial Officer April 28, 2026
   Signature of new owner/claimant | Title, if applicable | Date
   ANDREE ST-GERMAIN
   Print name

   SUPPORT DATA
   IN FILE # 55-10073

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

   Print name

For IDWR Office Use Only:

Receipted by KW Date 5-7-26 Receipt No. C126136 Receipt Amt. ~~$175.00~~ 175.00 KW

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 _____ Processed by PL Date 5/29/2026

Instrument # 322672
MURPHY, OWYHEE, IDAHO
2026-02-13 08:25:04 No. of Pages: 3
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: $15.00
Ex-Officio Recorder Deputy: RK
Index To: DEED
Electronically Recorded by Simplifile

PioneerTitleCo.
GOING BEYOND

100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 897500 CH/TG

WARRANTY DEED

For Value Received Craig W. Brasher, a married man as his sole and separate property hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

DeLamar Mining Company

hereinafter referred to as Grantee, whose current address is 225 N. 9th Street, Suite #810 Boise, ID 83702 The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 12, 2026

Craig Brasher
State of IDAHO, County of CANYON

This record was acknowledged before me on February 12, 2026 by Craig Brasher.

Signature of notary public
Commission Expires: 11/2/2031

CARI HECK
COMMISSION #37142
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

PARCEL I:
(James Decime Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 4: Government Lots 1, 2, and 3; the South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter, and the East Half of the Southwest Quarter

Section 9: Northeast Quarter

PARCEL II:
(Scott Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 17: the North Half of the Southeast Quarter, the South Half of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, and the West Half
Section 18: the North Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter, Government Lots 3 and 4, East Half of the Southwest Quarter
Section 19: the Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, Government Lots 1 thru 4, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter
Section 30: Government Lots 1 thru 4, the East Half of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter

Township 5 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the Southeast Quarter of the Northeast Quarter

PARCEL III:
(Cottonwood Creek Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 22: the Southeast Quarter of the Southwest Quarter, the South Half of the Southeast Quarter
Section 26: the Northwest Quarter, the West Half of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter
Section 27: the Northeast Quarter, the East Half of the Northwest Quarter

PARCEL IV:
(Lepley Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 31: Government Lots 1 thru 6, the East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter

Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 6: Government Lots 2-6, the East Half of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter
Section 7: the Northeast Quarter of the Northwest Quarter

Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 1: Government Lot 1 and the Southeast Quarter of the Northeast Quarter

PARACEL V:
(Main Ranch/Liddle Place)
Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 7: the Southwest Quarter of the Southeast Quarter
Section 9: All
Section 18: Government Lot 3, the West Half of the East Half, the Southeast Quarter of the Northeast Quarter, the East Half of the Southwest Quarter
Section 19: Government Lot 2, the South Half of the Northeast Quarter, the East Half of the Northwest Quarter
Section 20: the South Half of the Northwest Quarter

PARCEL VI:
(Lower Ranch)

Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the South Half of the Northeast Quarter, the North Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter

PARCEL VII:
(Duck Creek)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 10: the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, the Southeast Quarter
Section 11: the South Half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter
Section 14: the West Half of the Northeast Quarter, the Northwest Quarter, the North Half of the South Half, the Southeast Quarter of the Southeast Quarter
Section 15: the North Half of the Southeast Quarter, the Northeast Quarter, the East Half of the Northwest Quarter
Section 23: the Northeast Quarter of the Northeast Quarter
Section 24: the Northwest Quarter of the Northwest Quarter

11 CB

01/29/2026 1-30-26

RECEIVED
May 07, 2026
DEPARTMENT OF
WATER RESOURCES

ATTACHMENT A TO RE-11 ADDENDUM

The parties hereby agree as follows:

1. Termination of Pipeline Easement Upon Closing

The parties acknowledge the existence of that certain Amended and Restated Pipeline Easement Agreement dated May 13, 1998 (as amended), by and between Craig W. Brasher (Grantor) and (Kinross) DeLamar Mining Company (and its successors and assigns), granting easement rights for pipeline transportation of mine water over portions of the Property (the "Pipeline Easement"). It is the express intent of the parties that the Pipeline Easement shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Pipeline Easement at or prior to closing.

2. Termination of Road Access Agreement Upon Closing

The parties acknowledge the existence of that certain Agreement dated September 14, 1996 (as amended by the First Amendment to Agreement dated September 29, 2021), by and between the Estate of William Panzeri, Pearl Panzeri, Benny Panzeri, Craig Brasher, and DeLamar Mining Company, granting a non-exclusive easement for road access improvements and maintenance over portions of the Property (the "Road Agreement"). It is the express intent of the parties that the Road Agreement shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Road Agreement at or prior to closing.

3. Confirmation of Intent

The parties confirm that it is their mutual intent that both the Pipeline Easement and the Road Agreement shall not survive the closing of the transaction contemplated by the Agreement, and that the Property shall be conveyed to Buyer free and clear of any rights, encumbrances, or obligations arising under the Pipeline Easement and the Road Agreement.

DeLamar Mining Company
225 N. 9th Street, Suite 810
Boise, ID 83702

August 8, 2025

VIA U.S. MAIL AND E-MAIL

Mr. Craig W. Brasher
4401 N Edison Rd.
Marsing, ID 83639
craig.brasher@yahoo.com

Re: Letter of Intent - Brasher Ranch

Dear Craig:

On behalf of the DeLamar Mining Company, I am pleased to submit this letter of intent ("**LOI**") to purchase all or a portion of the Brasher Ranch in Owyhee County, Idaho (the "**Property**"). The purpose of this proposal is to set forth the basic terms and conditions for the purchase and sale of the Property. It is understood that this proposal constitutes an expression of DeLamar Mining's intent only and that a final and binding agreement shall be subject to the preparation, negotiation and execution of a Purchase and Sale Agreement ("**PSA**") mutually agreeable to both parties. If you are in agreement with the proposal, please sign where indicated and return to my attention. If you have any questions or comments, please do not hesitate to call or email me.

Seller:	Craig W. Brasher
Buyer:	DeLamar Mining Company
Property:	**Option A: North Tract**, as described in **Exhibit A** **Option B: Brasher Ranch**, as described in **Exhibit B**
Initial Payment	**$15,000**. Buyer to pay Initial Payment to Seller upon full execution of this LOI. The Initial Payment shall be non-refundable but applicable to the Purchase Price at closing.
Purchase Price:	Option A: To be determined. Option B: To be determined. Less the Initial Payment and any Extension Deposit(s).
Good Faith Negotiation:	Promptly after the full execution of this LOI, the parties shall hereto enter into a one hundred twenty (120) day exclusive negotiation period ("**Negotiation Period**") with respect to: (a) negotiating the purchase price for the purchase and sale of

either the North Tract (Option A) or the Brasher Ranch (Option B);

(b) the preparation of the PSA for either Option A or Option B;

(c) any other document that may be appropriate or necessary in connection with the PSA (together, the "**Definitive Agreements**"); and

(d) Due Diligence (defined below) by Buyer.

The PSA and Definitive Agreements shall contain representations, warranties, indemnities, and covenants that are customary for real estate transactions of this kind. The parties hereto agree to cooperate fully with each other and use commercially reasonable and good faith efforts to negotiate the purchase price for either Option A or Option B, the PSA and the Definitive Agreements within one hundred twenty (120) days after the full execution of this LOI. The PSA and Definitive Agreements shall be drafted by counsel to Buyer with review by Seller.

Due Diligence: During the one hundred twenty (120) day Negotiation Period, Seller shall provide Buyer and its employees, agents, representatives, and contractors full and complete access to the Property, and all records, surveys, reports, documents, and information pertaining to the Property that is in the possession or control of Seller so that Buyer may conduct a due diligence investigation of the Property.

Extension: Buyer shall have the right to extend the Negotiation Period for one (1) additional thirty (30) day period. If Buyer exercises an extension, Buyer will pay an additional $5,000 to Seller (an "**Extension Deposit**"). The Extension Deposit will be non-refundable to Buyer but applicable to the Purchase Price at closing.

Buyer will have the right to terminate this LOI and any negotiations pursuant to this LOI at any time and for any reason prior to the expiration of the Negotiation Period (including applicable extension periods). Upon such termination, neither party will have any further liability or obligation to the other party.

Access: Following full execution of this LOI, Buyer will have the right to enter the Property for reason of inspections pertaining to Buyer's due diligence investigation. Buyer shall give Seller reasonable prior notice of entry (at least twenty-four (24) hours if the Property is unoccupied and at least forty-eight (48) hours if the Property is occupied).

Closing Date: Within 15 days after the end of the Negotiation Period (including applicable extension periods).

Title Insurance:	Seller will pay for a standard owner's policy of title insurance in the amount of the Purchase Price. Buyer shall be responsible for any incremental cost associated with obtaining an extended coverage ALTA owner's policy (if requested by Buyer) and any endorsements requested by Buyer. Title and title insurance policy will be subject only to those matters of title approved by Buyer during the Negotiation Period.
Prorations / Closing Costs:	Real property taxes and any other matters to be prorated between the parties will be prorated as of the Closing Date. Closing costs will be allocated between the parties in accordance with customary practice in Boise, Idaho.
Exclusivity:	Following execution of this LOI, Seller agrees not to consider or solicit offers from, or continue or engage in discussions to purchase the Property with, any other person or persons other than Buyer for the Negotiation Period (including applicable extension periods).
Confidentiality:	The parties agree to maintain the confidentiality of the existence and terms of the proposed transaction and the contents of the LOI and all transaction documents.
Applicable Law:	This LOI shall be governed by and construed in accordance with the laws of the State of Idaho.

If this LOI is acceptable to you, please sign and date below and return via email to george@integraresources.com with a copy to me at eldevenyns@gmail.com on or before August 18, 2025.

Very truly yours,

Edward Devenyns, Authorized Agent
eldevenyns@gmail.com
775-846-2828

Exhibit A
Exhibit B
****

THE UNDERSIGNED ACCEPTS AND AGREES TO THE PROVISIONS OF THIS LETTER OF INTENT.

By: _____ 2-12-2026

Name: Craig W. Brasher

Date: _____

Exhibit A

North Tract

The Real Property located in Owyhee County, Idaho and more particularly described as:

Township 5 South, Range 4 West, of the Boise Meridian

Section 4: Lots 1, 2, and 3; the South Half of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the Southeast Quarter; and the East Half of the Southwest Quarter;

Section 9: Northeast Quarter

> Said property consisting of 489.35 acres more or less, and having Owyhee County Parcel Nos. RP05S04W040001A and RP05S04W090001A;

Together with Water Right Nos. 55-10075, 55-10077, that certain Road Lease to Kinross Delmar Mining Co., and that certain Pipeline Lease to Kinross Delmar Mining Co., all of which are appurtenant to the said property.

Said property being depicted in the **Map 1**, attached hereto, and described as the "North Tract."

Exhibit B

Brasher Ranch

The Real Property located in Owyhee County, Idaho and more particularly described as:

PARACEL V:
(Main Ranch/Liddle Place)
Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 7: the Southwest Quarter of the Southeast Quarter
Section 9: All
Section 18: Lot 3, the West Half of the East Half, the Southeast Quarter of the Northeast Quarter, the East Half of the Southwest Quarter
Section 19: Lot 2, the South Half of the Northeast Quarter, the East Half of the Northwest Quarter
Section 20: the South Half of the Northwest Quarter

PARCEL VI:
(Lower Ranch)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the South Half of the Northeast Quarter, the North Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter

PARCEL VII:
(Duck Creek)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 10: the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, the Southeast Quarter
Section 11: the South Half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter
Section 14: the West Half of the Northeast Quarter, the Northwest Quarter, the North Half of the South Half, the Southeast Quarter of the Southeast Quarter
Section 15: the North Half of the Southeast Quarter, the Northeast Quarter, the East Half of the Northwest Quarter
Section 23: the Northeast Quarter of the Northeast Quarter
Section 24: the Northwest Quarter of the Northwest Quarter

Said property consisting of 6,631.09 acres more or less, and having Owyhee County Parcel Nos. RP05S04W040001A, RP05S04W090001A, RP05S04W180001A, RP05S04W170600A, RP05S04W184800A, RP05S04W190600A, RP05S05W241800A, RP05S04W193000A, RP05S04W302400A, RP05S04W312400A, RP06S05W010001A, RP06S04W060600A, RP06S04W072400A, RP06S05W101200A, RP06S05W116000A, RP06S05W150001A, RP06S05W140600A, RP06S05W230001A, RP06S04W072400A, RP06S04W078400A, RP06S04W180600A, RP06S04W203600A, RP06S04W191200A, RP06S05W241200A, RP06S04W090001A, RP05S04W226600A, RP05S04W260001A, RP05S04W270001A;

Together with Water Right Nos. 55-4084, 55-4085, 55-4086, 55-4087, 55-4088, 55-4089, 55-4090, 55-4091, 55-4092, 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079, that certain Road Lease to Kinross Delmar Mining Co., and that certain Pipeline Lease to Kinross Delmar Mining Co., that certain timber harvest lease, and that certain hunting lease, all of which are appurtenant to the said property;

PARCEL I:
(James Decime Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 4: Lots 1, 2, and 3; the South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter, and the East Half of the Southwest Quarter

Section 9: Northeast Quarter

PARCEL II:
(Scott Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
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Section 18: the North Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter, Lot 3 and 4, East Half of the Southwest Quarter
Section 19: the Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, Lots 1 thru 4, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter
Section 30: Lots 1 thru 4, the East Half of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter

Township 5 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the Southeast Quarter of the Northeast Quarter

PARCEL III:
(Cottonwood Creek Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 22: the Southeast Quarter of the Southwest Quarter, the South Half of the Southeast Quarter
Section 26: the Northwest Quarter, the West Half of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter
Section 27: the Northeast Quarter, the East Half of the Northwest Quarter

PARCEL IV:
(Lepley Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 31: Lots 1 thru 6, the East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter

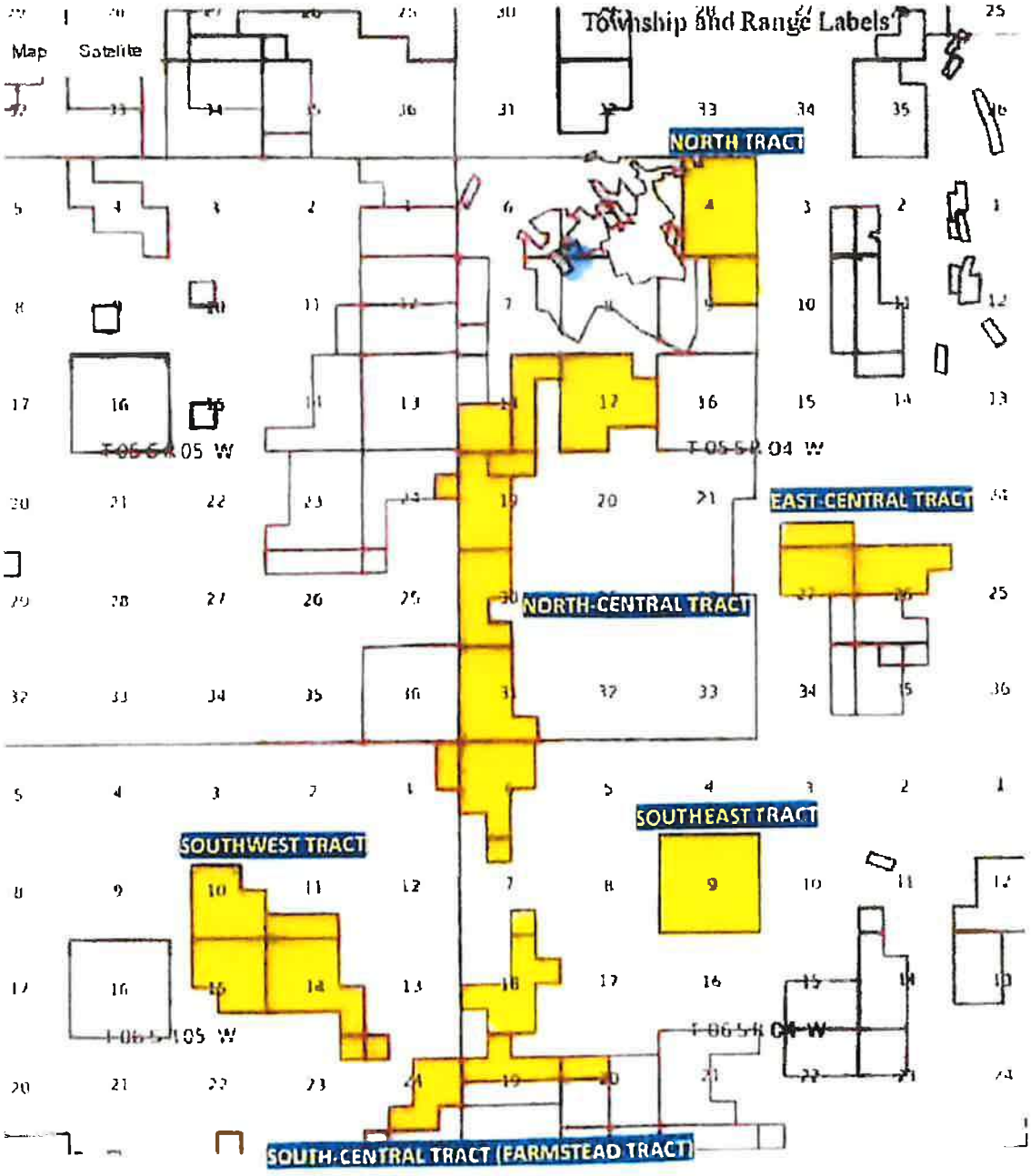
Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 6: Lots 2-6, the East Half of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter
Section 7: the Northeast Quarter of the Northwest Quarter

Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 1: Lot 1 and the Southeast Quarter of the Northeast Quarter

And, together with the Grazing Permit issued by the U.S. Bureau of Land Management having Authorization No. 1100950, and those grazing leases issued by the State of Idaho, benefiting said property.

Said property being depicted in **Map 1**, attached hereto.

Map 1



Docusign Envelope ID: 5FF584DE-E838-497E-A29E-C58BB9AEF5CC

Initial GS 2/9/2026 GS 2-12-2026

Exhibit 1 **ATTACHMENT A TO RE-11 ADDENDUM 1**

The parties hereby agree as follows:

1. Termination of Pipeline Easement Upon Closing

The parties acknowledge the existence of that certain Amended and Restated Pipeline Easement Agreement dated May 13, 1998 (as amended), by and between Craig W. Brasher (Grantor) and (Kinross) DeLamar Mining Company (and its successors and assigns), granting easement rights for pipeline transportation of mine water over portions of the Property (the "Pipeline Easement"). It is the express intent of the parties that the Pipeline Easement shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Pipeline Easement at or prior to closing.

2. Termination of Road Access Agreement Upon Closing

The parties acknowledge the existence of that certain Agreement dated September 14, 1996 (as amended by the First Amendment to Agreement dated September 29, 2021), by and between the Estate of William Panzeri, Pearl Panzeri, Benny Panzeri, Craig Brasher, and DeLamar Mining Company, granting a non-exclusive easement for road access improvements and maintenance over portions of the Property (the "Road Agreement"). It is the express intent of the parties that the Road Agreement shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Road Agreement at or prior to closing.

3. Termination of Mining Lease Agreement Upon Closing

The parties acknowledge the existence of that certain Mining Lease Agreement dated July 1, 2021 by and between Craig Brasher, Rhonda Brasher, and Panzeri Lands, Leases and Easements, LLC, an Idaho limited liability company, as Lessors and DeLamar Mining Company, an Oregon corporation, as Lessee as evidenced by that certain Memorandum of Mining Lease recorded in the real property records of Owyhee County, Idaho on January 25, 2024 as Instrument No. 316836 ("Mining Lease"). It is the express intent of the parties that the Mining Lease shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Mining Lease at or prior to closing.

Docusign Envelope ID: 5FF584DE-E838-497E-A29E-C58BB9AEF5CC

4. Seller's Material Statements and Warranty

No representation or warranty made by the Seller in the Agreement, this Addendum, or in any document or agreement furnished in connection with the Agreement contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements not misleading. Seller further represents and warrants that there are no leases and/or agreements of any nature, by and between Seller and any party, that would affect clear title the Property or in any way encumber the Property. Should the existence of any such leases and/or agreements be discovered post-closing, Seller agrees to take any and all reasonable steps to terminate said leases and/or agreements and remove the encumbrance from the Property to clear title.

5. Confirmation of Intent

The parties confirm that it is their mutual intent that the Pipeline Easement, the Road Agreement, and the Mining Lease shall not survive the closing of the transaction contemplated by the Agreement, and that the Property shall be conveyed to Buyer free and clear of any rights, encumbrances, or obligations arising under the Pipeline Easement, the Road Agreement, and the Mining Lease.

Initial GS 2/9/2026 2-12-2026

RE-24 VACANT LAND
REAL ESTATE PURCHASE AND SALE AGREEMENT

JANUARY 2025 EDITION

IDAHO REALTORS®

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING. **NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.**

ID# DeLamarMiningco DATE 01/27/2026

LISTING BROKERAGE Bullock and Company Office Phone # _____ Fax # _____
Listing Agent Lamon Loucks E-Mail Lamonloucks@gmail.com Phone # 208-841-8327
SELLING BROKERAGE Group One Sotheby's Int'l Realty Office Phone # 208-287-5000 Fax # 208-336-9215
Selling Agent Lori Otter E-Mail Lori.Otter@Sothebysrealty.com Phone # 208-340-0920

1. BUYER: George Salamis FOR BENEFIT OF Delamar Mining Company
(Hereinafter called "**BUYER**") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS** see exhibit A & B
_____ City _____ County, ID, Zip _____ legally described as:

OR Legal Description Attached as exhibit A & B **(Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)**

2. $ 12,500,000.00 **PURCHASE PRICE:** Twelve Million Five Hundred Thousand **DOLLARS,** payable upon the following **TERMS AND CONDITIONS** (not including closing costs):
This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ **Yes** ☒ **No**

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.
(A). $ 500,000.00 **EARNEST MONEY:** Five Hundred Thousand **DOLLARS**
BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	**Held By:**	**Delivered:**	**Deposited:**
☐ Cash	☒ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☐ Personal Check	☐ Closing Company	☒ Within 5 business days (three [3] if left blank) of acceptance.	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 5	☐ See Section 5	☐ See Section 5
☒ Wire/Electronic Transfer			
☐ Note			
☐ See Section 5			

THE RESPONSIBLE BROKER SHALL BE: Sean Hart

(B). ALL CASH OFFER: ☒YES ☐NO **If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A** (Not Applicable). **IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.** BUYER agrees to provide SELLER within 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation, acceptable to the SELLER, of sufficient funds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

(C) PROCEEDS FROM ANOTHER SOURCE: ☐ **Yes** ☒ **No** (No if left blank)

(D). $_____ **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank then this Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of $_____ not including mortgage insurance, through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐IHFA, ☐RURAL DEVELOPMENT, ☐OTHER_____ with interest not to exceed _____% for a period of _____ year(s) at: ☐Fixed Rate ☐Other_____.
SECOND LOAN of $_____through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐IHFA, ☐RURAL DEVELOPMENT, ☐OTHER_____ with interest not to exceed _____% for a period of _____year(s) at: ☐Fixed Rate ☐Other_____
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

LOAN APPLICATION: BUYER ☐has applied **OR** ☐shall apply for such loan(s). Within_____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with **a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price** or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and

BUYER'S Initials (JL)(_____) Date 01/29/2026 **SELLER'S** Initials (LB)(_____) Date 1-30-26

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within ___ business days (two [2] if left blank) from receipt of the appraisal shall have the option to notify BUYER of said price reduction; upon SELLER'S notice of price reduction all parties shall proceed with the transaction. *BUYER may also waive the right to obtain a loan or apply for a loan with conditions and costs more favorable to BUYER so long as the new loan does not increase the costs or requirements to the SELLER.*

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

(E). $ 25,000.00 ADDITIONAL FINANCIAL TERMS:
☐Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(F). $ 11,975,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, In GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.**

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated in this section all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised on or before the day that is 7 calendar days (seven [7] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. In the event any contingency has been waived or a contingency deadline has expired and thereafter closing is extended or rescheduled to occur on a later date, said extension shall not reinstate the waived or expired contingency without a mutually executed written agreement containing language specifically reinstating the same.
This contingency deadline shall not apply to the following contingency(ies):

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.
see RE 11 addendum 1 (one) and RE 11 addendum 1 (one) attachment A

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.
ITEMS SPECIFICALLY INCLUDED IN THIS SALE:
see RE 11 addendum 1 (one) and RE 11 addendum 1 (one) attachment A

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

7. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

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PROPERTY ADDRESS: see exhibit A & B ID#: DeLamarMiningco

8. INSPECTION:

(A). *BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:*

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

1. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
2. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
3. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability):

   telephone, electricity, satellite services, septic tank in good working order at Homestead House

5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B). BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 8. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense, hereafter referred to as the "Primary Inspection."** BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 14 20 calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the PROPERTY available for all Inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.** 01/30/202

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections.

2. If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3. If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items, **it shall end BUYER's timeframe for inspections and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 5 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, **said response is irrevocable** without consent of BUYER and BUYER may proceed under 8(C)(4) below.

4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 5 business days (three [3] if left blank) the BUYER has the option of **1)** negotiating with SELLER to obtain a modification of SELLER'S response **2)** proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or **3)** giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.

9. SELLER DISCLOSURES. Within 5 business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to BUYER the following:

(a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;
(b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
(c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of

BUYER'S Initials ( ) ( ) Date 01/29/2026 **SELLER'S** Initials ( ) ( ) Date 1-30-26

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the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and
(d) all other documents described in any Addenda or Counteroffer to this Agreement.

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 10 business days (six [6] if left blank) of final acceptance of all parties, ☒SELLER or ☐BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY **and** a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 10 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 10 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Lori Hr[illegible] **Pioneer Title** 01/30/2026 **Title Company located at** ~~Meridian Idaho~~ Nampa ID 01/30/2026 **shall provide the title policy and preliminary report of commitment.**

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐Yes ☐No ☒N/A. Association fees/dues are $_____ per_____.
☐BUYER ☐SELLER ☐Shared Equally ☒N/A to pay Association SET UP FEE of $_____at closing.
☐BUYER ☐SELLER ☐Shared Equally ☒N/A to pay Association PROPERTY TRANSFER FEES of $_____ at closing.
Association Fees are governed by Idaho Code Title 55, Chapters 15 and 32.
The SELLER to pay any additional costs if more than the amounts stated in this section.

13. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 *et seq.* If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

15. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

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16. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

17. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

18. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

19. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER, and if voided, BUYER'S Earnest Money shall be returned to BUYER.

20. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

21. CALENDAR DAYS: A calendar day is herein defined as Sunday through Saturday, 12:00 A.M. to 11:59 P.M., in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

22. SEVERABILITY: In the case that any one or more of the provisions contained in this agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, the LENDER, the Closing company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

24. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

25. COUNTERPARTS: This agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

26. ENTIRE AGREEMENT: This agreement including any addendums or exhibits, constitutes the entire agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This agreement may be modified only by a written agreement signed by each of the parties.

27. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

28. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section no later than the end of BUYER'S due diligence deadline unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party by close of business day(Date): 02/20/2026.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Environmental Inspection (Phase 1)				X

BUYER'S Initials (JL)(_____) Date 01/29/2026 **SELLER'S** Initials (CJS)(_____) Date 1-30-26

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PROPERTY ADDRESS: see exhibit A & B **ID#:** DeLamarMiningco

COSTS	BUYER	SELLER	SHARED EQUALLY	N/A	CONTINGENCIES	BUYER	SELLER	SHARED EQUALLY	N/A
Long Term Escrow Fees					Environmental Inspection (Phase 2)				✘
Closing Escrow Fee					Environmental Inspection (Phase 3)				✘
Survey Shall be ordered by: ☐BUYER ☐SELLER				✘	PERC Test				✘
Flood Certification/Tracking Fee				✘	Zoning Variance				✘
Title Ins. Standard Coverage Owner's Policy		✘			Soil(s) Test(s)				✘
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy				✘	Hazardous Waste Report(s)				✘
Additional Title Coverage	✘				Domestic Well Water Potability Test Shall be ordered by: ☐BUYER ☐SELLER				✘
Water Rights/Shares Transfer Fee			✘		Domestic Well Water Productivity Test Shall be ordered by: ☐BUYER ☐SELLER				✘
Attorney Contract Preparation or Review Fee				✘	Septic Inspections Shall be ordered by: ☐BUYER ☐SELLER				✘
					Septic Pumping Shall be ordered by: ☐BUYER ☐SELLER				✘
									✘

Upon closing SELLER agrees to pay ☐_____% of the purchase price OR ☐$_____ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

29. SELLING BROKERAGE COMPENSATION PAID BY SELLER AND/OR LISTING BROKERAGE:

☒ SELLER agrees to pay Selling Brokerage compensation of ☒ an amount equal to 2 % of the final sales price OR ☐ other: _____.
SELLER'S payment obligation may be satisfied by Selling Brokerage receiving compensation from Listing Brokerage, from SELLER, or any combination of the two. The parties' agreement as stated in this subsection is expressly and primarily for the benefit of the Selling Brokerage, a third party, who shall have direct enforcement rights to collect the specified payment pursuant to Idaho Code 29-102 and other relevant laws.

☐ Selling Brokerage compensation does not need to be addressed in this agreement.

A Selling Brokerage's entitlement to compensation is conditioned upon Selling Brokerage procuring a buyer ready, willing and able to purchase, transfer or exchange the PROPERTY. Real estate broker compensation is not set by law and is fully negotiable. Selling Brokerage's compensation shall be paid at closing unless otherwise designated by Selling Broker in writing. The closing company identified in this agreement is hereby authorized to pay the above-mentioned compensation at closing. BUYER acknowledges that any agreement by SELLER to pay compensation to Selling Brokerage may not completely satisfy BUYER's contractual obligation to Selling Brokerage; BUYER's obligation will remain unless separately changed in a document signed by Selling Brokerage. All parties acknowledge that Selling Brokerage may accept compensation from SELLER and/or BUYER so long as the total compensation received does not exceed that which is agreed to in writing with BUYER.

30. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that any Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **If SELLER defaults,** having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit, including but not limited to any Earnest Money that has become non-refundable, shall be returned to BUYER and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

31. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the

BUYER'S Initials ( ) ( ) Date 01/29/2026 **SELLER'S** Initials ( ) ( ) Date 1-30-26

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PROPERTY ADDRESS: see exhibit A & B ID#: DeLamarMiningco

dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

34. AUTHORITY OF SIGNATORY: If a party is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind the party.

01/30/2026

35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) ~~03/05/2026~~ 2-13-2026. The parties agree that the **CLOSING COMPANY** for this transaction shall be Pioneer Title Cari Heck located at Meridian Idaho. If a long-term escrow /collection is involved, then the long-term escrow holder shall be 01/30/2026 01/30/2026.

36. CONDITION OF PROPERTY AT CLOSING: Upon closing, BUYER agrees to purchase the PROPERTY in **as-is-condition** with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing. Upon Closing, BUYER will assume all obligations with respect to the PROPERTY. Prior to closing SELLER shall ensure all personal property not specifically transferred under this Agreement is removed from the PROPERTY and that the PROPERTY is free of debris. SELLER shall have no right to abandon personal property by leaving the same on the PROPERTY. In the event any personal property remains on the PROPERTY after closing the same shall be deemed to have no value and may be disposed of, sold, or acquired by BUYER without notice or compensation to SELLER; BUYER shall have a cause of action against SELLER for reasonable costs and expenses for the removal of same; and SELLER shall indemnify BUYER for claims from third parties related to the same. BUYER and SELLER intend for the provisions of this section to survive closing and not merge with any subsequently executed deed as it is a collateral stipulation.

37. POSSESSION: BUYER shall be entitled to possession and keys ☒upon closing or ☐date _____ time _____ ☐am ☐pm.

38. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒upon closing or as of ☐date _____(upon closing if left blank). BUYER to reimburse SELLER for fuel in tank ☒ Yes ☐ No ☐ N/A. Dollar amount may be determined by SELLER's supplier.

39. SECTION 1031 TAX DEFERRED EXCHANGE: BUYER ☐ Does ☒ Does Not intend to do a 1031 Tax Deferred Exchange (N/A if left blank). Each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

40. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A. **The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).**
- ☐ B. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).**
- ☐ D. **The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).**

Section 2:

- ☒ A. **The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).**
- ☐ B. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).**
- ☐ D. **The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).**

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

41. ASSIGNMENT: This Agreement and any rights or interests created herein ☐ may ☒ may not be sold, transferred, or otherwise assigned.

42. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 01/30/2026 at (Local Time in which PROPERTY is located) 6 ☐A.M. ☒P.M.

BUYER'S Initials ( ) ( ) Date 01/29/2026 **SELLER'S** Initials ( ) ( ) Date 1-30-26

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PROPERTY ADDRESS: see exhibit A & B ID#: DeLamarMiningco

43. BUYER'S SIGNATURES:

☒SEE ATTACHED BUYER'S ADDENDUM(S): Add 1 w/attach A(1) (Specify number of BUYER addendum(s) attached.)
☒SEE ATTACHED BUYER'S EXHIBIT(S): A & B. (2total) (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature [signature] BUYER (Print Name) George Salamis FOR BENEFIT OF Delamar Mining Company
Date 01/29/2026 Time 4:15 PM ◉A.M. ☐P.M. Phone # Cell #
Address E-Mail George@integraresources
City State Zip Fax #

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent

BUYER Signature BUYER (Print Name)
Date Time ☐A.M. ☐P.M. Phone # Cell #
Address E-Mail
City State Zip Fax #

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44. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature [signature] SELLER (Print Name) Craig Brasher
Date 1-30-26 Time 10:00 AM ☐A.M. ☐P.M. Phone # Cell # 208 989 2518
Address E-Mail craig.brasher@yahoo.com
City State Zip Fax #

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature SELLER (Print Name)
Date Time ☐A.M. ☐P.M. Phone # Cell #
Address E-Mail
City State Zip Fax #

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within ____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____)(_____) Date _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

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EXHIBIT A

PARCEL I:
(James Decime Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 4: Government Lots 1, 2, and 3; the South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter, and the East Half of the Southwest Quarter

Section 9: Northeast Quarter

PARCEL II:
(Scott Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 17: the North Half of the Southeast Quarter, the South Half of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, and the West Half
Section 18: the North Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter, Government Lots 3 and 4, East Half of the Southwest Quarter
Section 19: the Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, Government Lots 1 thru 4, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter
Section 30: Government Lots 1 thru 4, the East Half of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter

Township 5 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the Southeast Quarter of the Northeast Quarter

PARCEL III:
(Cottonwood Creek Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 22: the Southeast Quarter of the Southwest Quarter, the South Half of the Southeast Quarter
Section 26: the Northwest Quarter, the West Half of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter
Section 27: the Northeast Quarter, the East Half of the Northwest Quarter

PARCEL IV:
(Lepley Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 31: Government Lots 1 thru 6, the East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter

Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 6: Government Lots 2-6, the East Half of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter
Section 7: the Northeast Quarter of the Northwest Quarter

Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 1: Government Lot 1 and the Southeast Quarter of the Northeast Quarter

PARACEL V:
(Main Ranch/Liddle Place)

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Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 7: the Southwest Quarter of the Southeast Quarter
Section 9: All
Section 18: Government Lot 3, the West Half of the East Half, the Southeast Quarter of the Northeast Quarter, the East Half of the Southwest Quarter
Section 19: Government Lot 2, the South Half of the Northeast Quarter, the East Half of the Northwest Quarter
Section 20: the South Half of the Northwest Quarter

PARCEL VI:
(Lower Ranch)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the South Half of the Northeast Quarter, the North Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter

PARCEL VII:
(Duck Creek)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 10: the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, the Southeast Quarter
Section 11: the South Half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter
Section 14: the West Half of the Northeast Quarter, the Northwest Quarter, the North Half of the South Half, the Southeast Quarter of the Southeast Quarter
Section 15: the North Half of the Southeast Quarter, the Northeast Quarter, the East Half of the Northwest Quarter
Section 23: the Northeast Quarter of the Northeast Quarter
Section 24: the Northwest Quarter of the Northwest Quarter

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PioneerTitleCo. GOING BEYOND

01/29/2026

Lot Book Report – Full Search

File No.: 886272
Reference No.:

1. Effective Date: December 29, 2025 7:30AM
2. The estate or interest in the land described or referred to in this Lot Book Report is:

   FEE SIMPLE
3. Title to the estate or interest in the land is at the Effective Date vested in:

   Craig W. Brasher, a married man as his sole and separate property
4. The land referred to in this Lot Book Report is described as follows:

   See Exhibit A attached hereto and made a part hereof.

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File No.: 886272 Reference No.:

Special Exceptions:

1. General taxes for the year 2024, are paid in full. (Affects all parcels)

2. General taxes for the year 2025, which are liens and are not yet due and payable. (Affects all parcels)

3. Lack of a right of access to and from the land. Access may be by way of easements or permits granted by the Bureau of Land Management or the Forest Service. If so, such access is subject to the terms and conditions of such easements or permits.

4. Reservations contained in United States Patent
   Recorded: April 26, 1924 in Book 8 of Patents, page 441, Owyhee County records, which contains the following reservation:
   Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
   Affects: A portion of Parcel VII

5. Reservations contained in United States Patent
   Recorded: December 8, 1926 in Book 9 of Patents, page 106, Owyhee County Records which contains the following reservation:
   Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
   Affects: A portion of Parcel II

6. Reservations contained in the United States Patent
   Recorded: September 15, 1930 in Book 9 0f Patents, page 318, Owyhee County records which contains the following reservation:
   Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
   Affects: A portion of Parcel V

7. Reservations contained in the United States Patent
   Recorded: September 15, 1937 in Book 9 of Patents page 565, Owyhee County records which contains the following reservation:
   Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
   Affects: Parcel I

8. Reservations contained in the United States Patent
   Recorded: August 10, 1938 in Book 9 of Patents page 626, Owyhee County records which contains the following reservation:
   Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
   Affects: A portion of Parcel II and Parcel IV

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9. Reservations contained in the United States Patent
Recorded: August 7, 1939 in Book 10 of Patents page 18, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: Parcel III

10. Reservations contained in the United States Patent
Recorded: May 6, 1946 in Book 10 of Patents page 186, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: Parcel VII

11. Reservations contained in the United States Patent
Recorded: March 3, 1947 in Book 10 of Patents page 214, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: A portion of Parcel II

12. Right of way and or easement to construct and maintain a ditch approximately 300 feet in length for the purpose of conducting water from Jordan Creek to certain lands of first party lying in Section 24, Township 6 South, Range 5 West, Boise Meridian, Owyhee County, Idaho as reserved in the deed from Mary Panzeri, a widow to Vittorio Del Grosso, recorded December 9, 1929 in Book 25 of Deeds, page 255, Owyhee County records.

13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
In Favor of: The United States of America
Recorded: April 6, 1942
Instrument No.: Book 32 of Deeds, page 266

14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
In Favor of: The Owyhee Telephone Company, an Idaho corporation
Recorded: February 16, 1965
Instrument No.: Book 58 of Deeds, page 3
Affects: A portion of Parcels V and VI

15. Application of Assertion of Right of Way by Gusman Livestock Co., Inc. recorded February 15, 1994 as Instrument No. 212046, Owyhee County records.
Affects: Premises

16. Application of Assertion of Right of Way by L.U. Ranching Co., Inc., recorded November 23, 1994 as Instrument No. 214242, Owyhee County records.
Affect: Premises

17. Application of Assertion of Right of Way by Ernie Bahem., recorded May 24, 1994 as Instrument No. 212895, Owyhee County records.
Affect: Premises

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18. Application of Assertion of Right of Way by Walter and Grace Morgan recorded February 22, 1995 as Instrument No. 214965, Owyhee County records.
Affect: Premises

19. Application of Assertion of Right of Way
Recorded: December 27, 1995
Instrument No.: 217668
and
Recorded: April 4, 1996
Instrument No.: 218518

20. Reservations in United States Patent for various Mining Claims affecting Section 9 and other lands granted to Nerco DeLamar Company.
Recorded: May 11, 2000
Instrument No.: 232307

21. Amended and Restated Pipeline Easement Agreement upon the terms, conditions and provisions contained therein:
Between: Craig W. Brasher, a married man and Kinross Delamar Mining Company, an Oregon corporation
Dated: February 16, 2010
Recorded: March 3, 2010
Instrument No.: 270598
Affects: Portion of Parcel II

22. Location Notice for Mining Claim, filed by Jason Barton, recorded February 19, 2014 as Instrument Nos. 283275 and 283276, Owyhee County records. Affects portions Sec. 4.

23. Location Notice for Mining Claim, filed by Jeff Dunmire, recorded June 30, 2014 as Instrument No. 284198, and recorded January 11, 2018 as Instrument No. 294842, Owyhee County records. Affects a portion of Sec. 6 6S 4W and Sec. 1 6S 5W.

24. Location Notice for Mining Claim, filed by Integra Holdings U.S. Inc., recorded May 30, 2018 as Instrument Nos. 296171-296189 Owyhee County records. Affects portions of Sec. 4 and 9 5S 4W.

25. Matters disclosed by Record of Survey
Recorded: June 11, 2015
Instrument No.: 286975
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

26. Location Notice for Mining Claim, recorded September 6, 2019 as Instrument No. 301070, Owyhee County records. (Affects Property in Section 6, 6S 4W)

27. Notice and Certificate of Mining Claim Location, recorded January 11, 2021 as Instrument Nos. 306093-306125, 306128-306129, 306171 & 306173-306177, Owyhee County records. (Affects property in sections 22, 26 and 27 of 5S 4W)

CB 1-30-26

28. An unrecorded lease affecting the premises herein stated, to the lessee herein named, for the terms and upon the terms, covenants and conditions therein provided.
Dated: July 1, 2021
Lessee: DeLamar Mining Company, an Oregon corporation
Term: 20 years (may be extended additional 10 years)
Disclosed: Memorandum of Mining Lease
Recorded: January 25, 2024
Instrument No.: 316836
Affects: This and other lands

29. Terms, conditions, and provisions of Memorandum of Agreement:
Between: Craig Brasher and Molly Menchaca, personal representative and a successor of the Estate of William Panzeri, Pearl Panzeri and Benny Panzeri and DeLamar Mining Company, an Oregon corporation
Dated: September 29, 2021
Recorded: January 25, 2024
Instrument No.: 316837
Affects: Parcel I

30. Mortgage to secure an indebtedness of $2,950,000.00, and any other obligations secured thereby.
Dated: April 7, 2016
Mortgagor: Craig W. Brasher, a married individual
Mortgagee: AXA Equitable Life Insurance Company, a New York corporation
Recorded: April 7, 2016
Instrument No.: 289333

31. Mortgage to secure an indebtedness of $625,000.00, and any other obligations secured thereby.
Dated: December 18, 2018
Mortgagor: Craig W. Brasher, a married man as his sole and separate property
Mortgagee: Axa Equitable Life Insurance Company, a New York corporation
Recorded: December 18, 2018
Instrument No.: 298220

32. Mortgage to secure an indebtedness of $376,090.00, and any other obligations secured thereby.
Dated: April 8, 2021
Mortgagor: Craig W. Brasher
Mortgagee: Lamon Loucks
Recorded: April 8, 2021
Instrument No.: 307368

Assignment of Mortgagee's interest under said Mortgage Trust by the following Instrument
To: LR Main Street, LLC, an Idaho limited liability company
Recorded: August 31, 2023
Instrument No.: 315873

33. Right, title and interest of Wheaton Precious Metals (Cayman) Co., a company existing under the Cayman Islands, as to the Royalty interest by virtue of the Royalty Deed recorded March 11, 2024 as Instrument No. 317127, Blaine County records, including but not limited to the terms, conditions, definitions and restrictions as contained in said Royalty Deed.

End of Exceptions

No liability beyond the amount paid for this report is assumed hereunder, and Pioneer Title is not responsible beyond the amount paid for any errors and omissions contained herein. If you wish

11 CS 1-30-26

additional assurances, please contact Pioneer Title for further information as to the availability and cost of additional protection.

Pioneer Title Company of Canyon County

Tyler Gunstream

by:

Tyler Gunstream

ADDENDUM # 1 (one) (All addendums shall be numbered sequentially.)

JANUARY 2025 EDITION

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.

Today's Date: **1/29/2026**

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other _____
("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

AGREEMENT DATED: 1/29/2026 **ID #** DeLaMarMiningco

ADDRESS: see exhibit A & B Brasher Ranch

BUYER(S): George Salamis FOR BENEFIT OF Delamar Mining Company

SELLER(S): Craig Brasher

The undersigned parties hereby agree as follows:

1. All permits, licenses, leases, and rights related to the property, including but not limited to grazing permits, allotments, BLM. USFS permits, Predation control permits, hunting permits, water rights, state and federal land leases, and easements shall transfer to the Buyer at closing, to the extent that they are legally transferable from Craig Brasher and to DeLamar Mining Company.

2.Seller represents, in good faith and to the best of their knowledge that such rights, leases, permits are valid, in good standing and free from violation, and transferable as of the effective close date.

3.Seller agrees they have fully and transparently disclosed all known material conditions affecting the property or its operations.

4. Any Fines penalties or assessments incurred during the Sellers period of ownership or its operations shall remain the responsibility of the seller.

5.Seller agrees that all funds paid to the Seller pursuant to the Letter of Intent shall be credited to Buyer at closing.

6.Seller is responsible for all Property taxes, and any penalties, delinquencies or late fees on said taxes on sale properties up to the effective close date.

7. All items represented as part of the property in property description, marketing materials, or Water rights, Brasher ranch report, and all reports provided by Lamon Loucks and Bullock and company are included in the purchase and shall transfer to buyer at closing unless expressly excluded in writing.

8. See addendum 1 attachment A

Property to include:
All fences, gates, outbuildings, barns, corrals, water diversions, waterer, irrigation lines and equipment and all items represented as part of the property in property description, marketing materials, or reports provided by Lamon Loucks and Bullock and company are included in the purchase and shall transfer to buyer at closing unless expressly excluded in writing.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement or original document referenced above, including all prior Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: _____ George Salamis FOR BENEFIT OF Delamar Mining Company **Date:** 01/29/2026

BUYER: _____ **Date:** _____

SELLER: _____ **Date:** 1-30-26

SELLER: _____ **Date:** _____

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This form was prepared by Lori Otter | Group One Sotheby's Int'l Realty | Lori.Otter@Sothebysrealty.com | 208-340-0920

TRANSACTIONS

11 CB

01/29/2026 1-30-26

ATTACHMENT A TO RE-11 ADDENDUM

The parties hereby agree as follows:

1. Termination of Pipeline Easement Upon Closing

The parties acknowledge the existence of that certain Amended and Restated Pipeline Easement Agreement dated May 13, 1998 (as amended), by and between Craig W. Brasher (Grantor) and (Kinross) DeLamar Mining Company (and its successors and assigns), granting easement rights for pipeline transportation of mine water over portions of the Property (the "Pipeline Easement"). It is the express intent of the parties that the Pipeline Easement shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Pipeline Easement at or prior to closing.

2. Termination of Road Access Agreement Upon Closing

The parties acknowledge the existence of that certain Agreement dated September 14, 1996 (as amended by the First Amendment to Agreement dated September 29, 2021), by and between the Estate of William Panzeri, Pearl Panzeri, Benny Panzeri, Craig Brasher, and DeLamar Mining Company, granting a non-exclusive easement for road access improvements and maintenance over portions of the Property (the "Road Agreement"). It is the express intent of the parties that the Road Agreement shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Road Agreement at or prior to closing.

3. Confirmation of Intent

The parties confirm that it is their mutual intent that both the Pipeline Easement and the Road Agreement shall not survive the closing of the transaction contemplated by the Agreement, and that the Property shall be conveyed to Buyer free and clear of any rights, encumbrances, or obligations arising under the Pipeline Easement and the Road Agreement.

IDAHO REALTORS®

ADDENDUM # 2 two (All addendums shall be numbered sequentially.)

JANUARY 2025 EDITION

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

Today's Date: 1/30/2026

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other _____
("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

AGREEMENT DATED: 1/27/2026 **ID #** DelamarMiningco

ADDRESS: See Exhibit A&B

BUYER(S): George Salamis FOR BENEFIT OF Delamar Mining Company

SELLER(S): Craig Brasher

The undersigned parties hereby agree as follows:

Line 321 in Box Long Term Escrow to be marked NA
Line 321 in Box Closing Escrow Fee to be marked Shared Equally
Line 214 and 215 to read parties agree that Carl Heck at Pioneer Title company located in Nampa Idaho shall provide title policy and preliminary report of commitment.
Line 149 to read 14 days (calendar days)
Line 380 to read Closing shall be No later than 2/13/2026
Line 381 & 382 to read Parties agree that Carl Heck at Pioneer Title company located in Nampa Idaho.
RE 11 Addendum 1 to be dated 1/27/2026
RE 11 Addendum 1 attachment A Exhibit One Identifies Mining Lease agreement to be terminated at closing.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement or original document referenced above, including all prior Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by ~~both parties,~~ this agreement is made an integral part of the aforementioned Agreement.

BUYER: George Salamis — George Salamis FOR BENEFIT OF Delamar Mining Company — 3D87970176F04E8... **Date:** 2/9/2026

BUYER: _____ **Date:** _____

SELLER: _____ **Date:** 2-12-2026

SELLER: _____ **Date:** _____

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This form was prepared by Lori Otter | Group One Sotheby's Int'l Realty | Lori.Otter@Sothebysrealty.com | 208-340-0920

TRANSACTIONS

Group One
Sotheby's
INTERNATIONAL REALTY

Confirmation of Receipt of Earnest Money

Buyer: Delamar Mining Company
Agent: Lori Otter
Property Address: Brasher Ranch (exhibits A & B)
Amount: $500,000.00
Date Received: 2/3/26

Confirmation of receipt of earnest money, this document confirms that on 2/3/26 (date) Group One Sotheby's International Realty received earnest money from the buyer in the amount of $500,000.00 in the form of (check applicable box):

- [x] direct wire transfer into Real Estate Trust account
- [ ] personal check, check # _____
- [ ] cashier's check
- [ ] cash
- [ ] other (describe)_____

Dianne Wilkerson
Authorized Signature

2/3/26
Date

TERMINATION AND RELEASE OF EASEMENT AGREEMENT

This Termination and Release of Easement Agreement (this "Termination and Release") is entered into as of _____, 2026 (the "Effective Date"), by and among Craig Brasher as the successor in interest of the Estate of William Panzeri ("Estate") and DeLamar Mining Company, an Oregon corporation as successor in interest to Kinross DeLamar Mining Company, an Oregon corporation ("DeLamar"). Brasher is sometimes referred to herein individually as "Grantor," and DeLamar is referred to as the "Grantee." The Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

The Parties (or their predecessors in interest) entered into that certain Easement Agreement dated May 13, 1998 by and between the Estate of William Panzeri as Grantor and Kinross DeLamar Mining Company, an Oregon corporation as Grantee (the "Original Agreement") as evidenced and amended by that certain Amended and Restated Pipeline Easement dated February 11, 2010 and recorded in the real property records of Owyhee County, Idaho as Instrument No. 270598 (the "Amendment" and, together with the Original Agreement, the "Easement Agreement") encumbering the real property located in Owyhee County, Idaho and more particularly described on Exhibits A and B attached hereto and incorporated herein by this reference (the "Property").

The Parties now desire to terminate the Easement Agreement in its entirety, to release one another from all further obligations thereunder, and to evidence of record the termination and release of any and all rights or interests created by the Easement Agreement.

AGREEMENT

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Termination. As of the Effective Date, the Easement Agreement is terminated in its entirety, without further force or effect. All rights of way, licenses, easements, privileges, and rights of access, if any, created by or arising under the Easement Agreement are hereby terminated, extinguished, and released.

2. Release of Claims and Obligations. Effective as of the Effective Date, each Party, on behalf of itself and its past, present, and future affiliates, successors, and assigns, fully and forever releases and discharges the other Parties and their respective affiliates, successors, assigns, directors, officers, members, managers, shareholders, partners, agents, employees, representatives,

insurers, sureties, and representatives from any and all claims, demands, causes of action, liabilities, obligations, and damages of any kind, whether known or unknown, fixed or contingent, in law or in equity, to the extent arising out of or relating to the Easement Agreement, and accruing on or before the Effective Date. For the avoidance of doubt, no obligations survive the Effective Date except those, if any, as expressly set forth in this Termination and Release.

3. Quitclaim and Release of Record. To the extent the Easement Agreement created or evidenced any right, title, or interest in or to real property located in Owyhee County, Idaho, DeLamar hereby quitclaims, releases, and surrenders to the Grantor any and all such right, title, and interest, including any easement or right of access, effective as of the Effective Date. The Parties intend that the recording of this instrument in the real property records of Owyhee County, Idaho shall provide record notice that the Easement Agreement and any rights or interests thereunder have been terminated and released.

4. Representations and Warranties of Authority. Each signatory represents and warrants, as to itself only and not as to any other Party, that it has full right, power, and authority to execute, deliver, and perform this Termination and Release and to terminate and release the Easement Agreement as provided herein; that all necessary action, approvals, and consents have been duly taken or obtained; that the individual executing this instrument on its behalf is duly authorized and empowered to do so; and that no third-party consent is required that has not been obtained to make this Termination and Release effective according to its terms.

5. No Assignment; Binding Effect. Each Party represents that it has not assigned or otherwise transferred any interest under the Easement Agreement to any third party. This Termination and Release is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

6. Further Assurances. Each Party shall, at its own cost and expense, execute, acknowledge, and deliver such further instruments and take such further actions as may be reasonably necessary or appropriate to carry out the intent of this Termination and Release, including any curative or confirmatory instruments reasonably requested to evidence the termination and release of record.

7. Recording; Direction to Recorder. The Parties consent to and request the recording of this Termination and Release in the real property records of Owyhee County, Idaho. The Owyhee County Recorder is requested to index this instrument under the names of the Parties set forth herein and to cross-reference Instrument No. 270598.

8. Governing Law; Venue. This Termination and Release is governed by and construed in accordance with the laws of the State of Idaho, without regard to conflicts of law principles. Any action arising out of or relating to this Termination and Release shall be brought in a court of competent jurisdiction located in Owyhee County, Idaho.

9. Entire Agreement. This Termination and Release constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and

contemporaneous understandings relating thereto. There are no oral promises, conditions, or understandings that modify or vary the terms of this instrument.

10. Counterparts; Electronic Signatures. This Termination and Release may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email in portable document format (PDF), or other electronic means shall be deemed original signatures for all purposes.

EXECUTED as of the Effective Date identified above.

SIGNATURES ON FOLLOWING PAGES

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GRANTOR:

CRAIG BRASHER

_____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Idaho, personally appeared CRAIG BRASHER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

GRANTEE:

DELAMAR MINING COMPANY,
an Oregon corporation

By: _____

Its: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____, day of _____, in the year 2026, before me, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the _____ of DELAMAR MINING COMPANY, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT A

Depiction of Easement Area

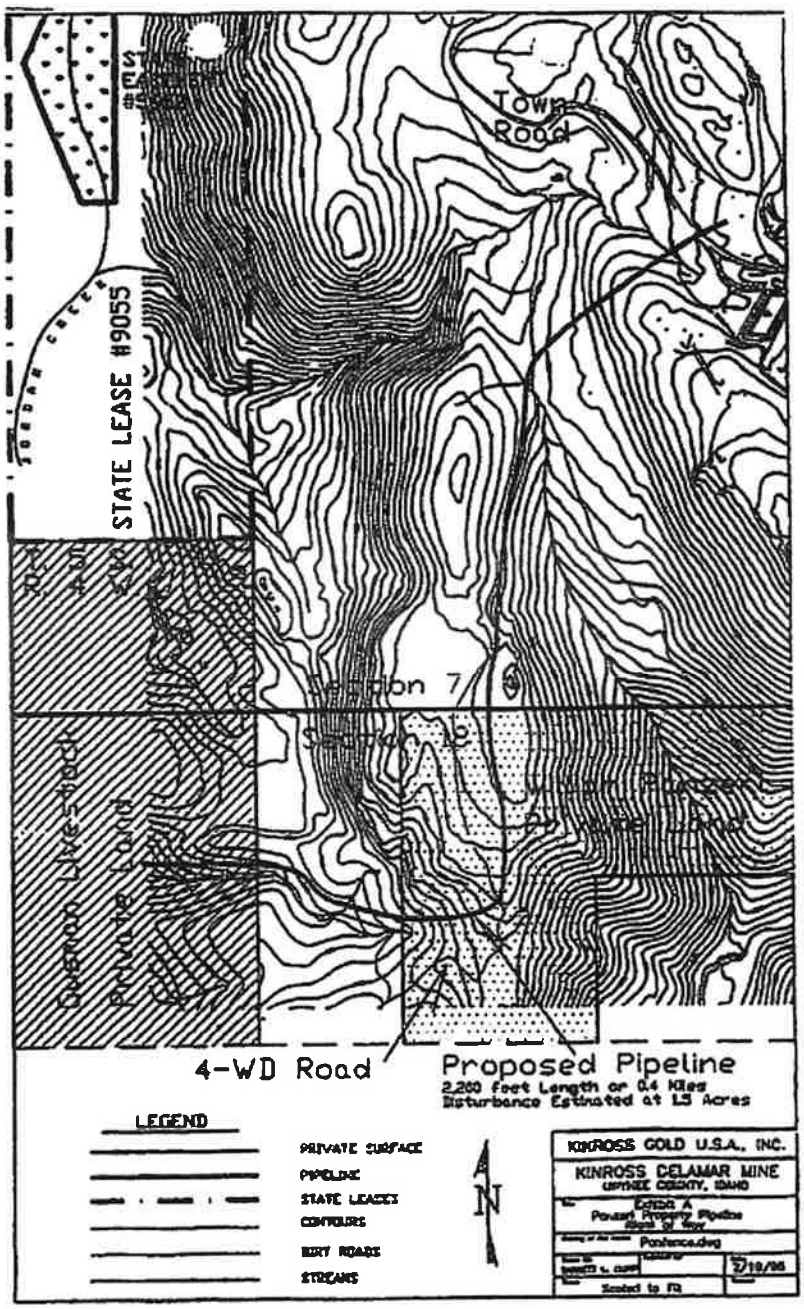


EXHIBIT B

LAT pipeline points from differential GPS survey of top of pipe (refer to Exhibit A) reference based on brass cap at Section corner 32, 33, 4, 5, R4W, T4S/T5S at 50,000E, 100,000N. LAT 43d-01m-29.42s. LONG 116d-49m-34.71s

X (Easting)	Y (Northing)	Z (Elev)
92001.35	37510.97	5572.48
92110.03	37468.09	5608.09
92152.29	37449.71	5620.00
92193.81	37436.18	5630.19
92239.56	37419.11	5642.27
92295.43	37404.74	5663.47
92348.61	37403.58	5663.91
92401.29	37408.99	5672.99
92437.38	37413.16	5679.74
92470.05	37422.33	5683.36
92502.30	37437.58	5687.60
92527.40	37453.60	5690.27
92549.51	37476.88	5693.32
92560.72	37496.60	5695.89
92573.09	37537.97	5702.03
92577.39	37603.56	5712.78
92598.47	37717.70	5734.65
92597.94	37735.57	5737.70
92594.87	37751.99	5740.68
92589.52	37778.19	5744.63
92575.11	37820.81	5751.01
92557.86	37870.61	5757.71
92539.64	37922.97	5764.58
92525.52	37966.45	5769.54
92521.51	37986.96	5770.25
92510.82	38013.69	5776.72
92488.74	38077.52	5782.83

TERMINATION AND RELEASE OF MINING LEASE AGREEMENT

This Termination and Release of Mining Lease Agreement (this "Termination and Release") is entered into as of _____, 2026 (the "Effective Date"), by and among Craig Brasher as successor in interest to Rhonda Brasher and Panzeri Lands, Leases and Easements, LLC, an Idaho limited liability company ("Brasher"), and DeLamar Mining Company, an Oregon corporation ("DeLamar"). Brasher is sometimes referred to herein as "Lessor," and DeLamar is referred to as the "Lessee." The Lessor and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

The Parties (or their predecessors in interest) entered into that certain Mining Lease Agreement dated July 1, 2021 by and between Craig Brasher, Rhonda Brasher, and Panzeri Lands, Leases and Easements, LLC, an Idaho limited liability company, as Lessors and DeLamar Mining Company, an Oregon corporation, as Lessee (the "Mining Lease") encumbering the real property located in Owyhee County, Idaho and more particularly described on Exhibits A and B attached hereto and incorporated herein by this reference (the "Property").

The Mining Lease is evidenced of record by that certain Memorandum of Mining Lease recorded in the real property records of Owyhee County, Idaho on January 25, 2024 as Instrument No. 316836 (the "Memorandum").

The Parties now desire to terminate the Mining Lease in its entirety, to release one another from all further obligations thereunder, and to evidence of record the termination and release of any and all rights or interests created by the Mining Lease and the Memorandum.

AGREEMENT

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Termination. As of the Effective Date, the Mining Lease is terminated in its entirety, without further force or effect. All rights of way, licenses, privileges, and rights of access, if any, created by or arising under the Mining Lease are hereby terminated, extinguished, and released.

2. Release of Claims and Obligations. Effective as of the Effective Date, each Party, on behalf of itself and its past, present, and future affiliates, successors, and assigns, fully and forever releases and discharges the other Parties and their respective affiliates, successors, assigns,

directors, officers, members, managers, shareholders, partners, agents, employees, representatives, insurers, sureties, and representatives from any and all claims, demands, causes of action, liabilities, obligations, and damages of any kind, whether known or unknown, fixed or contingent, in law or in equity, to the extent arising out of or relating to the Mining Lease or the Memorandum, and accruing on or before the Effective Date. For the avoidance of doubt, no obligations survive the Effective Date except those, if any, as expressly set forth in this Termination and Release.

3. Quitclaim and Release of Record. To the extent the Mining Lease or the Memorandum created or evidenced any right, title, or interest in or to real property located in Owyhee County, Idaho, DeLamar hereby quitclaims, releases, and surrenders to the Grantor any and all such right, title, and interest, including any right of access, effective as of the Effective Date. The Parties intend that the recording of this instrument in the real property records of Owyhee County, Idaho shall provide record notice that the Mining Lease and any rights or interests thereunder have been terminated and released.

4. Representations and Warranties of Authority. Each signatory represents and warrants, as to itself only and not as to any other Party, that it has full right, power, and authority to execute, deliver, and perform this Termination and Release and to terminate and release the Mining Lease as provided herein; that all necessary action, approvals, and consents have been duly taken or obtained; that the individual executing this instrument on its behalf is duly authorized and empowered to do so; and that no third-party consent is required that has not been obtained to make this Termination and Release effective according to its terms.

5. No Assignment; Binding Effect. Each Party represents that it has not assigned or otherwise transferred any interest under the Mining Lease to any third party. This Termination and Release is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

6. Further Assurances. Each Party shall, at its own cost and expense, execute, acknowledge, and deliver such further instruments and take such further actions as may be reasonably necessary or appropriate to carry out the intent of this Termination and Release, including any curative or confirmatory instruments reasonably requested to evidence the termination and release of record.

7. Recording; Direction to Recorder. The Parties consent to and request the recording of this Termination and Release in the real property records of Owyhee County, Idaho. The Owyhee County Recorder is requested to index this instrument under the names of the Parties set forth herein and to cross-reference Instrument No. 316836.

8. Governing Law; Venue. This Termination and Release is governed by and construed in accordance with the laws of the State of Idaho, without regard to conflicts of law principles. Any action arising out of or relating to this Termination and Release shall be brought in a court of competent jurisdiction located in Owyhee County, Idaho.

9. Entire Agreement. This Termination and Release constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and

contemporaneous understandings relating thereto. There are no oral promises, conditions, or understandings that modify or vary the terms of this instrument.

10. Counterparts; Electronic Signatures. This Termination and Release may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email in portable document format (PDF), or other electronic means shall be deemed original signatures for all purposes.

EXECUTED as of the Effective Date identified above.

SIGNATURES ON FOLLOWING PAGES

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LESSOR:

CRAIG BRASHER

_____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Idaho, personally appeared CRAIG BRASHER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

GRANTEE:

DELAMAR MINING COMPANY
an Oregon corporation

By: _____

Its: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____, day of _____, in the year 2026, before me, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the _____ of DELAMAR MINING COMPANY, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

Exhibit A
to Memorandum of Mining Lease Agreement

FEE LANDS (Surface Fee and Minerals Private)

PARCEL II:
(Scott Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 17: the South Half of the Northeast Quarter, and the South Half of the Northwest Quarter
Section 18: the West Half of the Southeast Quarter
Section 19: the Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter
Section 30: Government Lots 2 and 3, the East Half of the Northwest Quarter

PARCEL IV:
(Lepley Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 31: Government Lots 2 thru 4

Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 6: Government Lots 4-6, the East Half of the Southwest Quarter
Section 7: the Northeast Quarter of the Northwest Quarter

Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 1: Government Lot 1 and the Southeast Quarter of the Northeast Quarter

PARCEL V:
(Main Ranch/Liddle Place)
Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 7: the Southwest Quarter of the Southeast Quarter
Section 18: Government Lot 3, the West Half of the East Half, the Southeast Quarter of the Northeast Quarter, the East Half of the Southwest Quarter
Section 19: Government Lot 2, the South Half of the Northeast Quarter, the East Half of the Northwest Quarter
Section 20: the South Half of the Northwest Quarter

PARCEL VI:
(Lower Ranch)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the South Half of the Northeast Quarter, the North Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter

PARCEL VII:
(Duck Creek)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho

Section 14: the Northeast Quarter of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter

Section 23: the Northeast Quarter of the Northeast Quarter

Section 24: the Northwest Quarter of the Northwest Quarter

Exhibit B
to Memorandum of Mining Lease Agreement

SPLIT ESTATE (Surface Fee; Minerals US)

PARCEL I:
(James Decime Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 4: Government Lots 1, 2, and 3; the South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter, and the East Half of the Southwest Quarter
Section 9: Northeast Quarter

PARCEL II:
(Scott Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 17: the North Half of the Southeast Quarter, the Northwest Quarter of the Northeast Quarter, the North Half of the Northwest Quarter, and the Southwest Quarter
Section 18: the North Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, Government Lots 3 and 4, East Half of the Southwest Quarter
Section 19: Government Lots 1 thru 4
Section 30: Government Lots 1 and 4, the Southeast Quarter of the Southwest Quarter

Township 5 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the Southeast Quarter of the Northeast Quarter

PARCEL III:
(Cottonwood Creek Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 22: the Southeast Quarter of the Southwest Quarter, the South Half of the Southeast Quarter
Section 26: the Northwest Quarter, the West Half of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter
Section 27: the Northeast Quarter, the East Half of the Northwest Quarter

PARCEL IV:
(Lepley Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 31: Government Lots 1, 5 and 6, the East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter

Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 6: Government Lots 2 and 3, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter

PARCEL V:
(Main Ranch/Liddle Place)
Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho

Section 9: **All**

PARCEL VII:
(Duck Creek)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 10: **the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, the Southeast Quarter**
Section 11: **the South Half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter**
Section 14: **the West Halfofthe Northeast Quarter, the Northwest Quarter, the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter**
Section 15: **the North Half of the Southeast Quarter, the Northeast Quarter, the East Half of the Northwest Quarter**

ATTACHMENT A TO RE-11 ADDENDUM

The parties hereby agree as follows:

1. Termination of Pipeline Easement Upon Closing

The parties acknowledge the existence of that certain Amended and Restated Pipeline Easement Agreement dated May 13, 1998 (as amended), by and between Craig W. Brasher (Grantor) and (Kinross) DeLamar Mining Company (and its successors and assigns), granting easement rights for pipeline transportation of mine water over portions of the Property (the "Pipeline Easement"). It is the express intent of the parties that the Pipeline Easement shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Pipeline Easement at or prior to closing.

2. Termination of Road Access Agreement Upon Closing

The parties acknowledge the existence of that certain Agreement dated September 14, 1996 (as amended by the First Amendment to Agreement dated September 29, 2021), by and between the Estate of William Panzeri, Pearl Panzeri, Benny Panzeri, Craig Brasher, and DeLamar Mining Company, granting a non-exclusive easement for road access improvements and maintenance over portions of the Property (the "Road Agreement"). It is the express intent of the parties that the Road Agreement shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Road Agreement at or prior to closing.

3. Termination of Mining Lease Agreement Upon Closing

The parties acknowledge the existence of that certain Mining Lease Agreement dated July 1, 2021 by and between Craig Brasher, Rhonda Brasher, and Panzeri Lands, Leases and Easements, LLC, an Idaho limited liability company, as Lessors and DeLamar Mining Company, an Oregon corporation, as Lessee as evidenced by that certain Memorandum of Mining Lease recorded in the real property records of Owyhee County, Idaho on January 25, 2024 as Instrument No. 316836 ("Mining Lease"). It is the express intent of the parties that the Mining Lease shall terminate upon the closing of the sale of the Property contemplated by the Agreement. Seller agrees to execute and deliver, or cause to be executed and delivered, any documents reasonably necessary to effectuate the termination and release of the Mining Lease at or prior to closing.

4. Seller's Material Statements and Warranty

No representation or warranty made by the Seller in the Agreement, this Addendum, or in any document or agreement furnished in connection with the Agreement contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements not misleading. Seller further represents and warrants that there are no leases and/or agreements of any nature, by and between Seller and any party, that would affect clear title the Property or in any way encumber the Property. Should the existence of any such leases and/or agreements be discovered post-closing, Seller agrees to take any and all reasonable steps to terminate said leases and/or agreements and remove the encumbrance from the Property to clear title.

5. Confirmation of Intent

The parties confirm that it is their mutual intent that the Pipeline Easement, the Road Agreement, and the Mining Lease shall not survive the closing of the transaction contemplated by the Agreement, and that the Property shall be conveyed to Buyer free and clear of any rights, encumbrances, or obligations arising under the Pipeline Easement, the Road Agreement, and the Mining Lease.

TERMINATION AND RELEASE OF AGREEMENT FOR ROAD ACCESS

This Termination and Release of Agreement for Road Access (this "Termination and Release") is entered into as of _____, 2026 (the "Effective Date"), by and among Craig Brasher as successor in interest to the Estate of William Panzeri, Pearl Panzeri, and Benny Panzeri ("Brasher"), and DeLamar Mining Company, an Oregon corporation ("DeLamar"). Brasher is sometimes referred to herein individually as "Grantor" and DeLamar is referred to as the "Grantee." The Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

The Parties (or their predecessors in interest) entered into that certain Agreement for road access, dated September 14, 1996 (the "Original Agreement"), by and between the Panzeri Parties and Brasher, as grantors, and DeLamar, as grantee, as amended by that certain First Amendment to Agreement for Road Access, dated September 21, 2021 (the "First Amendment" and, together with the Original Agreement, the "Agreement") encumbering the real property located in Owyhee County, Idaho and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Agreement is evidenced of record by that certain Memorandum of Agreement dated September 29, 2021 and recorded in the real property records of Owyhee County, Idaho on January 25, 2024 as Instrument No. 316837 (the "Memorandum").

The Parties now desire to terminate the Agreement in its entirety, to release one another from all further obligations thereunder, and to evidence of record the termination and release of any and all rights or interests created by the Agreement and the Memorandum.

AGREEMENT

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Termination. As of the Effective Date, the Agreement is terminated in its entirety, without further force or effect. All rights of way, licenses, easements, privileges, and rights of access, if any, created by or arising under the Agreement are hereby terminated, extinguished, and released.

2. Release of Claims and Obligations. Effective as of the Effective Date, each Party, on behalf of itself and its past, present, and future affiliates, successors, and assigns, fully and

forever releases and discharges the other Parties and their respective affiliates, successors, assigns, directors, officers, members, managers, shareholders, partners, agents, employees, representatives, insurers, sureties, and representatives from any and all claims, demands, causes of action, liabilities, obligations, and damages of any kind, whether known or unknown, fixed or contingent, in law or in equity, to the extent arising out of or relating to the Agreement or the Memorandum, and accruing on or before the Effective Date. For the avoidance of doubt, no obligations survive the Effective Date except those, if any, as expressly set forth in this Termination and Release.

3. Quitclaim and Release of Record. To the extent the Agreement or the Memorandum created or evidenced any right, title, or interest in or to real property located in Owyhee County, Idaho, DeLamar hereby quitclaims, releases, and surrenders to the Grantors any and all such right, title, and interest, including any easement or right of access, effective as of the Effective Date. The Parties intend that the recording of this instrument in the real property records of Owyhee County, Idaho shall provide record notice that the Agreement and any rights or interests thereunder have been terminated and released.

4. Representations and Warranties of Authority. Each signatory represents and warrants, as to itself only and not as to any other Party, that it has full right, power, and authority to execute, deliver, and perform this Termination and Release and to terminate and release the Agreement as provided herein; that all necessary action, approvals, and consents have been duly taken or obtained; that the individual executing this instrument on its behalf is duly authorized and empowered to do so; and that no third-party consent is required that has not been obtained to make this Termination and Release effective according to its terms.

5. No Assignment; Binding Effect. Each Party represents that it has not assigned or otherwise transferred any interest under the Agreement to any third party. This Termination and Release is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

6. Further Assurances. Each Party shall, at its own cost and expense, execute, acknowledge, and deliver such further instruments and take such further actions as may be reasonably necessary or appropriate to carry out the intent of this Termination and Release, including any curative or confirmatory instruments reasonably requested to evidence the termination and release of record.

7. Recording; Direction to Recorder. The Parties consent to and request the recording of this Termination and Release in the real property records of Owyhee County, Idaho. The Owyhee County Recorder is requested to index this instrument under the names of the Parties set forth herein and to cross-reference Instrument No. 316837.

8. Governing Law; Venue. This Termination and Release is governed by and construed in accordance with the laws of the State of Idaho, without regard to conflicts of law principles. Any action arising out of or relating to this Termination and Release shall be brought in a court of competent jurisdiction located in Owyhee County, Idaho.

9. Entire Agreement. This Termination and Release constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings relating thereto. There are no oral promises, conditions, or understandings that modify or vary the terms of this instrument.

10. Counterparts; Electronic Signatures. This Termination and Release may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email in portable document format (PDF), or other electronic means shall be deemed original signatures for all purposes.

EXECUTED as of the Effective Date identified above.

SIGNATURES ON FOLLOWING PAGES

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GRANTOR:

CRAIG BRASHER

_____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Idaho, personally appeared CRAIG BRASHER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

GRANTEE:

DELAMAR MINING COMPANY,
an Oregon corporation

By: _____

Its: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____, day of _____, in the year 2026, before me, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the _____ of DELAMAR MINING COMPANY, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT A

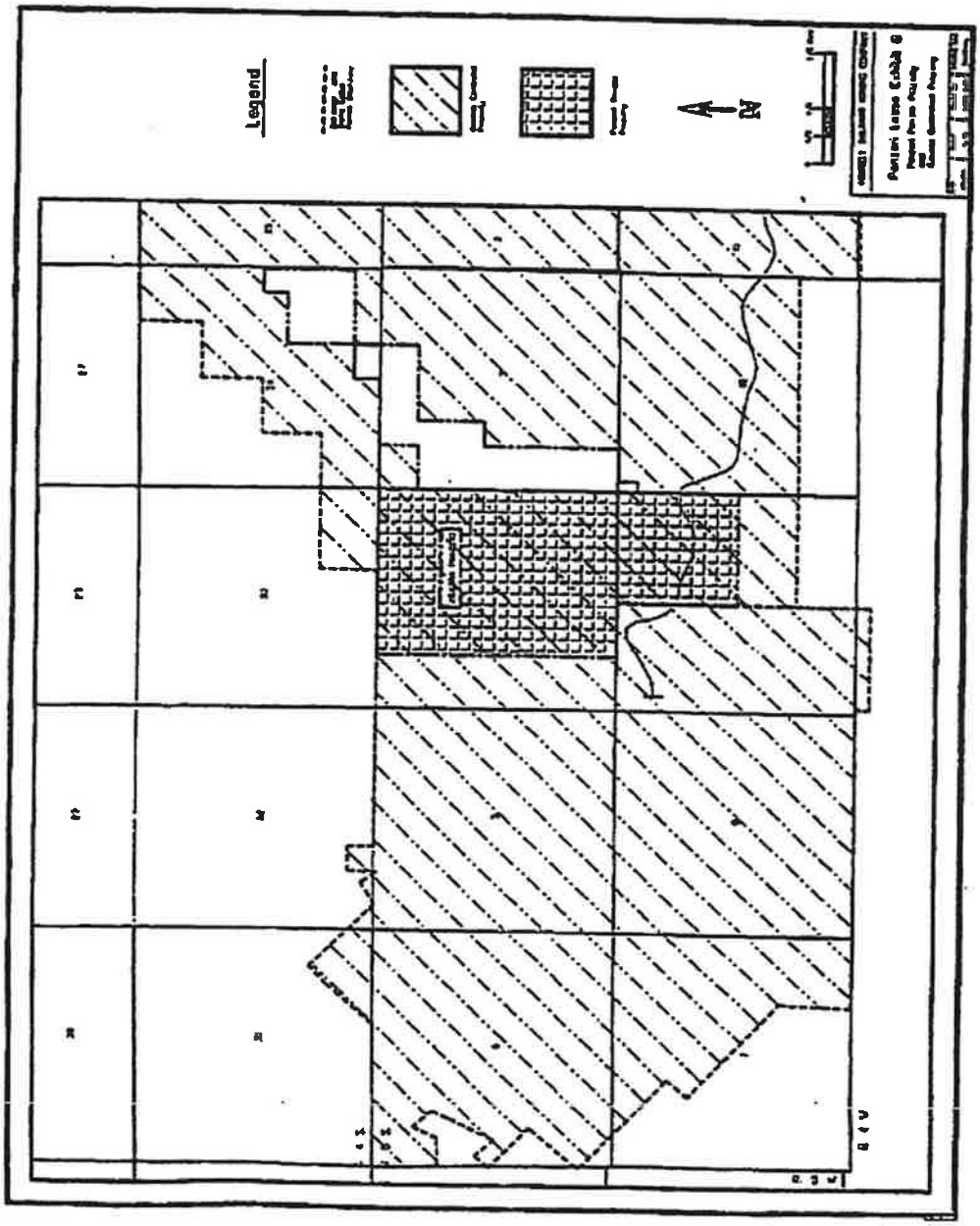
Property Legal Description and Map

Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho

Section 4: Government Lots 1, 2, and 3; the South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter, and the East Half of the Southwest Quarter

Section 9: Northeast Quarter

Map Indicating Access Road Across Subject Property



February 3, 2026
Order No.: 897500

RE: TBD Brasher Ranch, Marsing, ID 83639

Dear Valued Customer,

Thank you for giving Pioneer Title Company the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us. Please find attached your title commitment. In it, you'll find your preliminary title report with supporting documentation related to the property shown above.

Should you have any questions regarding the documents contained herein including concerns related to exceptions, legal descriptions, or vesting, please contact any one of your Pioneer Title Company team members:

Escrow Officer

Cari Heck
Ph: (208)467-0108
Email: check@pioneertitleco.com

Title Officer

Tyler Gunstream
Ph: (208) 467-0117
Email: tgunstream@pioneertitleco.com

Best Regards,
Your Pioneer Title Co. Team

PioneerTitleCo.
GOING BEYOND

File No. 897500

Please review the following questions and contact your Escrow Officer or Title Officer if the answer to any is "Yes."

- Are any principals using a Power of Attorney?
- Are any of the parties in title incapacitated or deceased?
- Has a change in marital status occurred for any of the principals?
- Is the property now vested, or will the property be transferred, to a new trust, partnership, or corporation?
- Has any construction or remodeling been done to the property in the last 90 days?

Escrow Officer

Cari Heck
Ph: (208)467-0108
Email: check@pioneertitleco.com

Title Officer

Tyler Gunstream
Ph: (208) 467-0117
Email: tgunstream@pioneertitleco.com

Property Address: TBD Brasher Ranch, Marsing, ID 83639

Buyer/Borrower: Delamar Mining Company

Seller: Craig Brasher

PioneerTitleCo.
GOING BEYOND

Title Fees & Breakdown

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 897500

COVERAGE

Sales Price	$12,500,000.00	**Owner's Coverage**	2021 Standard
Loan Amount		**Lender's Coverage**	

TITLE POLICY CALCULATIONS FOR DISCLOSURE

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan		$0.00	(Title Premium Adjustment) $0.00
Owners	$19,925.00	$19,925.00	(Short Term Discount – If Any) $0.00

OTHER FEES

Owners Endorsements:	
Lenders Endorsements:	
Owners Inspection	N/A
Owners Additional Chain	N/A
Lenders Inspection:	N/A
Lenders Additional Chain:	N/A
Recording Fees:	**Deeds $15.00 (up to 30 pages)** **Deed of Trusts $45.00 (up to 30 pages)** **For all other documents the rate shall be:** **$10 for the first page / $3 each additional page**
E-file Fee:	An additional $5.00 per document
CPL Fee:	$25.00

Please contact Tyler Gunstream at tgunstream@pioneertitleco.com or (208) 467-0117 with any questions.

ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE 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, Old Republic National Title Insurance Company, a Florida 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.

Issued By:
Pioneer Title Company of Canyon County
100 10th Avenue South
Nampa, ID 83651

Authorized Agent for Old Republic National Title Insurance Company

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ *President*

Attest _____ *Secretary*

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

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;

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d. Schedule A;

e. Schedule B, Part I—Requirements; and

f. Schedule B, Part II—Exceptions; and

g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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:

   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.

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AMERICAN LAND TITLE ASSOCIATION

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

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 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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AMERICAN LAND TITLE ASSOCIATION

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Pioneer Title Company, Owyhee
Issuing Office: 100 10th Avenue South Nampa, ID 83651
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Issuing Office File Number: 897500
Property Address: TBD Brasher Ranch, Marsing, ID 83639
Revision Number: First Report

SCHEDULE A

1. Commitment Date: January 20, 2026 at 7:30AM

2. Policy to be issued:

		Amount of Insurance	Premiums:
(a)	2021 ALTA Owner's Policy - 2021 Standard	$12,500,000.00	$19,925.00
	Proposed Insured: Delamar Mining Company		
	Endorsements:		$0.00
(b)	2021 ALTA Lender's Policy -		
	Proposed Insured:		$0.00
	Endorsements:		$0.00

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:
Craig W. Brasher, a married man as his sole and separate property

5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Pioneer Title Company, Owyhee

By: Tyler Goth
Authorized Signatory

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SCHEDULE B, PART I—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. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.

6. To cleanup the chain of title, a termination of lease will be require to remove the memorandum of lease under instrument no. 316836 for the coming policy. Termination can be recorded after closing prior to the issuance of our title policy.

7. To cleanup the chain of title, a Termination of Road Access Agreement and the Memorandum of Agreement under instrument no. 316837 is required in order to remove the exception from the coming policy. Termination can be recorded after closing prior to the issuance of our title policy.

8. To cleanup the chain of title, a termination of easement will be require to remove the Amended and Restated Pipeline Easement Agreement under instrument no. 270598 for the coming policy. Termination can be recorded after closing prior to the issuance of our title policy.

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SCHEDULE B, PART II—Exceptions

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. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

4. Easements, or claims of easements, not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and 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. Taxes or special 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 to such proceedings, whether or not shown by the records of such agency or by the public records.

   (Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

8. General taxes for the year 2025, which are liens and are not yet due and payable. (Affects all parcels)

9. General taxes for the year 2026, which are liens and are not yet due and payable.
   Affects all parcels.

10. Lack of a right of access to and from the land. Access may be by way of easements or permits granted by the Bureau of Land Management or the Forest Service. If so, such access is subject to the terms and conditions of such easements or permits.

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11. Reservations contained in United States Patent
Recorded: April 26, 1924 in Book 8 of Patents, page 441, Owyhee County records, which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: A portion of Parcel VII

12. Reservations contained in United States Patent
Recorded: December 8, 1926 in Book 9 of Patents, page 106, Owyhee County Records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: A portion of Parcel II

13. Reservations contained in the United States Patent
Recorded: September 15, 1930 in Book 9 0f Patents, page 318, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: A portion of Parcel V

14. Reservations contained in the United States Patent
Recorded: September 15, 1937 in Book 9 of Patents page 565, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: Parcel I

15. Reservations contained in the United States Patent
Recorded: August 10, 1938 in Book 9 of Patents page 626, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: A portion of Parcel II and Parcel IV

16. Reservations contained in the United States Patent
Recorded: August 7, 1939 in Book 10 of Patents page 18, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: Parcel III

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17. Reservations contained in the United States Patent
Recorded: May 6, 1946 in Book 10 of Patents page 186, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: Parcel VII

18. Reservations contained in the United States Patent
Recorded: March 3, 1947 in Book 10 of Patents page 214, Owyhee County records which contains the following reservation:
Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)
Affects: A portion of Parcel II

19. Right of way and or easement to construct and maintain a ditch approximately 300 feet in length for the purpose of conducting water from Jordan Creek to certain lands of first party lying in Section 24, Township 6 South, Range 5 West, Boise Meridian, Owyhee County, Idaho as reserved in the deed from Mary Panzeri, a widow to Vittorio Del Grosso, recorded December 9, 1929 in Book 25 of Deeds, page 255, Owyhee County records.

20. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
In Favor of: The United States of America
Recorded: April 6, 1942
Instrument No.: Book 32 of Deeds, page 266

21. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
In Favor of: The Owyhee Telephone Company, an Idaho corporation
Recorded: February 16, 1965
Instrument No.: Book 58 of Deeds, page 3
Affects: A portion of Parcels V and VI

22. Application of Assertion of Right of Way by Gusman Livestock Co., Inc. recorded February 15, 1994 as Instrument No. 212046, Owyhee County records.
Affects: Premises

23. Application of Assertion of Right of Way by L.U. Ranching Co., Inc., recorded November 23, 1994 as Instrument No. 214242, Owyhee County records.
Affect: Premises

24. Application of Assertion of Right of Way by Ernie Bahem., recorded May 24, 1994 as Instrument No. 212895, Owyhee County records.
Affect: Premises

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25. Application of Assertion of Right of Way by Walter and Grace Morgan recorded February 22, 1995 as Instrument No. 214965, Owyhee County records.
Affect: Premises

26. Application of Assertion of Right of Way
Recorded: December 27, 1995
Instrument No.: 217668
and
Recorded: April 4, 1996
Instrument No.: 218518

27. Reservations in United States Patent for various Mining Claims affecting Section 9 and other lands granted to Nerco DeLamar Company.
Recorded: May 11, 2000
Instrument No.: 232307

28. Amended and Restated Pipeline Easement Agreement upon the terms, conditions and provisions contained therein:
Between: Craig W. Brasher, a married man and Kinross Delamar Mining Company, an Oregon corporation
Dated: February 16, 2010
Recorded: March 3, 2010
Instrument No.: 270598
Affects: Portion of Parcel II

29. Location Notice for Mining Claim, filed by Jason Barton, recorded February 19, 2014 as Instrument Nos. 283275 and 283276, Owyhee County records. Affects portions Sec. 4.

30. Location Notice for Mining Claim, filed by Jeff Dunmire, recorded June 30, 2014 as Instrument No. 284198, and recorded January 11, 2018 as Instrument No. 294842, Owyhee County records. Affects a portion of Sec. 6 6S 4W and Sec. 1 6S 5W.

31. Location Notice for Mining Claim, filed by Integra Holdings U.S. Inc., recorded May 30, 2018 as Instrument Nos. 296171-296189 Owyhee County records. Affects portions of Sec. 4 and 9 5S 4W.

32. Matters disclosed by Record of Survey
Recorded: June 11, 2015
Instrument No.: 286975
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

33. Location Notice for Mining Claim, recorded September 6, 2019 as Instrument No. 301070, Owyhee County records. (Affects Property in Section 6, 6S 4W)

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34. Notice and Certificate of Mining Claim Location, recorded January 11, 2021 as Instrument Nos. 306093-306125, 306128-306129, 306171 & 306173-306177, Owyhee County records. (Affects property in sections 22, 26 and 27 of 5S 4W)

35. An unrecorded lease affecting the premises herein stated, to the lessee herein named, for the terms and upon the terms, covenants and conditions therein provided.
Dated: July 1, 2021
Lessee: DeLamar Mining Company, an Oregon corporation
Term: 20 years (may be extended additional 10 years)
Disclosed: Memorandum of Mining Lease
Recorded: January 25, 2024
Instrument No.: 316836
Affects: This and other lands

36. Terms, conditions, and provisions of Memorandum of Agreement:
Between: Craig Brasher and Molly Menchaca, personal representative and a successor of the Estate of William Panzeri, Pearl Panzeri and Benny Panzeri and DeLamar Mining Company, an Oregon corporation
Dated: September 29, 2021
Recorded: January 25, 2024
Instrument No.: 316837
Affects: Parcel I

37. Mortgage to secure an indebtedness of $2,950,000.00, and any other obligations secured thereby.
Dated: April 7, 2016
Mortgagor: Craig W. Brasher, a married individual
Mortgagee: AXA Equitable Life Insurance Company, a New York corporation
Recorded: April 7, 2016
Instrument No.: 289333

38. Mortgage to secure an indebtedness of $625,000.00, and any other obligations secured thereby.
Dated: December 18, 2018
Mortgagor: Craig W. Brasher, a married man as his sole and separate property
Mortgagee: Axa Equitable Life Insurance Company, a New York corporation
Recorded: December 18, 2018
Instrument No.: 298220

39. Mortgage to secure an indebtedness of $376,090.00, and any other obligations secured thereby.
Dated: April 8, 2021
Mortgagor: Craig W. Brasher
Mortgagee: Lamon Loucks
Recorded: April 8, 2021
Instrument No.: 307368

Assignment of Mortgagee's interest under said Mortgage Trust by the following Instrument
To: LR Main Street, LLC, an Idaho limited liability company
Recorded: August 31, 2023
Instrument No.: 315873

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40. Right, title and interest of Wheaton Precious Metals (Cayman) Co., a company existing under the Cayman Islands, as to the Royalty interest by virtue of the Royalty Deed recorded March 11, 2024 as Instrument No. 317127, Owyhee County records, including but not limited to the terms, conditions, definitions and restrictions as contained in said Royalty Deed.

41. Subject to those additional items which may be required by Old Republic National Title Insurance Company, following a review of this report.

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last months:

None

NOTE: We have searched for tax liens and judgments against Delamar Mining Company and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

TBD Brasher Ranch, Marsing, ID 83639

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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EXHIBIT A

PARCEL I:
(James Decime Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 4: Government Lots 1, 2, and 3; the South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter, and the East Half of the Southwest Quarter

Section 9: Northeast Quarter

PARCEL II:
(Scott Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 17: the North Half of the Southeast Quarter, the South Half of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, and the West Half
Section 18: the North Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter, Government Lots 3 and 4, East Half of the Southwest Quarter
Section 19: the Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, Government Lots 1 thru 4, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter
Section 30: Government Lots 1 thru 4, the East Half of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter

Township 5 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the Southeast Quarter of the Northeast Quarter

PARCEL III:
(Cottonwood Creek Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 22: the Southeast Quarter of the Southwest Quarter, the South Half of the Southeast Quarter
Section 26: the Northwest Quarter, the West Half of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter
Section 27: the Northeast Quarter, the East Half of the Northwest Quarter

PARCEL IV:
(Lepley Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 31: Government Lots 1 thru 6, the East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter

Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 6: Government Lots 2-6, the East Half of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter
Section 7: the Northeast Quarter of the Northwest Quarter

Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 1: Government Lot 1 and the Southeast Quarter of the Northeast Quarter

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PARACEL V:
(Main Ranch/Liddle Place)
Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 7: the Southwest Quarter of the Southeast Quarter
Section 9: All
Section 18: Government Lot 3, the West Half of the East Half, the Southeast Quarter of the Northeast Quarter, the East Half of the Southwest Quarter
Section 19: Government Lot 2, the South Half of the Northeast Quarter, the East Half of the Northwest Quarter
Section 20: the South Half of the Northwest Quarter

PARCEL VI:
(Lower Ranch)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the South Half of the Northeast Quarter, the North Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter

PARCEL VII:
(Duck Creek)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 10: the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, the Southeast Quarter
Section 11: the South Half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter
Section 14: the West Half of the Northeast Quarter, the Northwest Quarter, the North Half of the South Half, the Southeast Quarter of the Southeast Quarter
Section 15: the North Half of the Southeast Quarter, the Northeast Quarter, the East Half of the Northwest Quarter
Section 23: the Northeast Quarter of the Northeast Quarter
Section 24: the Northwest Quarter of the Northwest Quarter

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OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes — to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

Questions?	Go to www.oldrepublictitle.com *(Contact Us)*

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at policy for your rights under state law.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Old Republic Title doesn't jointly market.*

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Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

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AMERICAN LAND TITLE ASSOCIATION

PioneerTitleCo.
GOING BEYOND

545265-1002-0

File No. 897500

AFFIDAVIT AND INDEMNITY FOR SELLER OR BORROWER

State of Idaho
County of Owyhee

Subject Property: TBD Brasher Ranch, Marsing, ID 83639

See Exhibit A attached hereto and made a part hereof.

Before me, the undersigned authority on this day personally appeared Craig Brasher, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon his/her/their oath(s) depose(s) and say(s) that no proceedings in bankruptcy or receivership have been instituted by or against him/her/them or the entity he/she/them represent(s) and, if it applies, that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser, lender, Old Republic National Title Insurance Company and/or Pioneer Title Company in this transaction that there are:

1. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:
   If none, state "NONE"

   Creditor — Approximate Amount

   _____ _____

2. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are located on the subject described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction except the following:
   If none, state "NONE"

   Secured Party — Approximate Amount

   _____ _____

3. There are no unpaid obligations for labor and material used in the construction of improvements or repairs on the above-described property and there are now no unpaid labor or material claims against the improvements or the land upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.
   If none, state "NONE"

   True _____ False _____ (If false, please list below)

   Laborer or Material Supplier — Approximate Amount Owed

   _____ _____

   _____ _____

_____ _____

_____ _____

4. No assistance has been provided to the undersigned or any of their legal dependents and no application for assistance for indigent care has been made in the last 31 days to the County, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

   True _____ False _____

5. Parties in possession of the above-described land is/are the affiant(s).

   True _____ False _____ - If false, the parties in possession are:

   _____ under (check applicable occupancy agreement)

   ___ Option to purchase

   ___ Lease with term of _____

   ___ Rental

   ___ Other (please explain) _____

(To be completed by seller in a sales transaction)

Office Address, if seller is a business entity: _____

_____

_____

Home Address, if seller is a non-business entity: _____

_____

_____

INDEMNITY: I agree to pay on demand to the purchaser, lender, Pioneer Title Company, and/or Old Republic National Title Insurance Company in this transaction, their successors and assigns, all amount secured by any and all liens not shown above, together with all costs, losses and attorney's fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. 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 by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender, Pioneer Title Company and/or Old Republic National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

_____

Craig Brasher

State of _____, County of _____

Sworn to and subscribed before me this _____ day of _____, _____

Notary: _____
Residing At: _____
Commission Expires: _____

EXHIBIT A

PARCEL I:
(James Decime Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 4: Government Lots 1, 2, and 3; the South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter, and the East Half of the Southwest Quarter

Section 9: Northeast Quarter

PARCEL II:
(Scott Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 17: the North Half of the Southeast Quarter, the South Half of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, and the West Half
Section 18: the North Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter, Government Lots 3 and 4, East Half of the Southwest Quarter
Section 19: the Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, Government Lots 1 thru 4, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter
Section 30: Government Lots 1 thru 4, the East Half of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter

Township 5 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the Southeast Quarter of the Northeast Quarter

PARCEL III:
(Cottonwood Creek Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 22: the Southeast Quarter of the Southwest Quarter, the South Half of the Southeast Quarter
Section 26: the Northwest Quarter, the West Half of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter
Section 27: the Northeast Quarter, the East Half of the Northwest Quarter

PARCEL IV:
(Lepley Place)
Township 5 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 31: Government Lots 1 thru 6, the East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter

Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 6: Government Lots 2-6, the East Half of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter
Section 7: the Northeast Quarter of the Northwest Quarter

Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 1: Government Lot 1 and the Southeast Quarter of the Northeast Quarter

PARACEL V:
(Main Ranch/Liddle Place)
Township 6 South, Range 4 West, of the Boise Meridian, Owyhee County, Idaho
Section 7: the Southwest Quarter of the Southeast Quarter
Section 9: All
Section 18: Government Lot 3, the West Half of the East Half, the Southeast Quarter of the Northeast Quarter, the East Half of the Southwest Quarter
Section 19: Government Lot 2, the South Half of the Northeast Quarter, the East Half of the Northwest Quarter
Section 20: the South Half of the Northwest Quarter

PARCEL VI:
(Lower Ranch)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 24: the South Half of the Northeast Quarter, the North Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter

PARCEL VII:
(Duck Creek)
Township 6 South, Range 5 West, of the Boise Meridian, Owyhee County, Idaho
Section 10: the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, the Southeast Quarter
Section 11: the South Half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter
Section 14: the West Half of the Northeast Quarter, the Northwest Quarter, the North Half of the South Half, the Southeast Quarter of the Southeast Quarter
Section 15: the North Half of the Southeast Quarter, the Northeast Quarter, the East Half of the Northwest Quarter
Section 23: the Northeast Quarter of the Northeast Quarter
Section 24: the Northwest Quarter of the Northwest Quarter

SURVEYS FOR

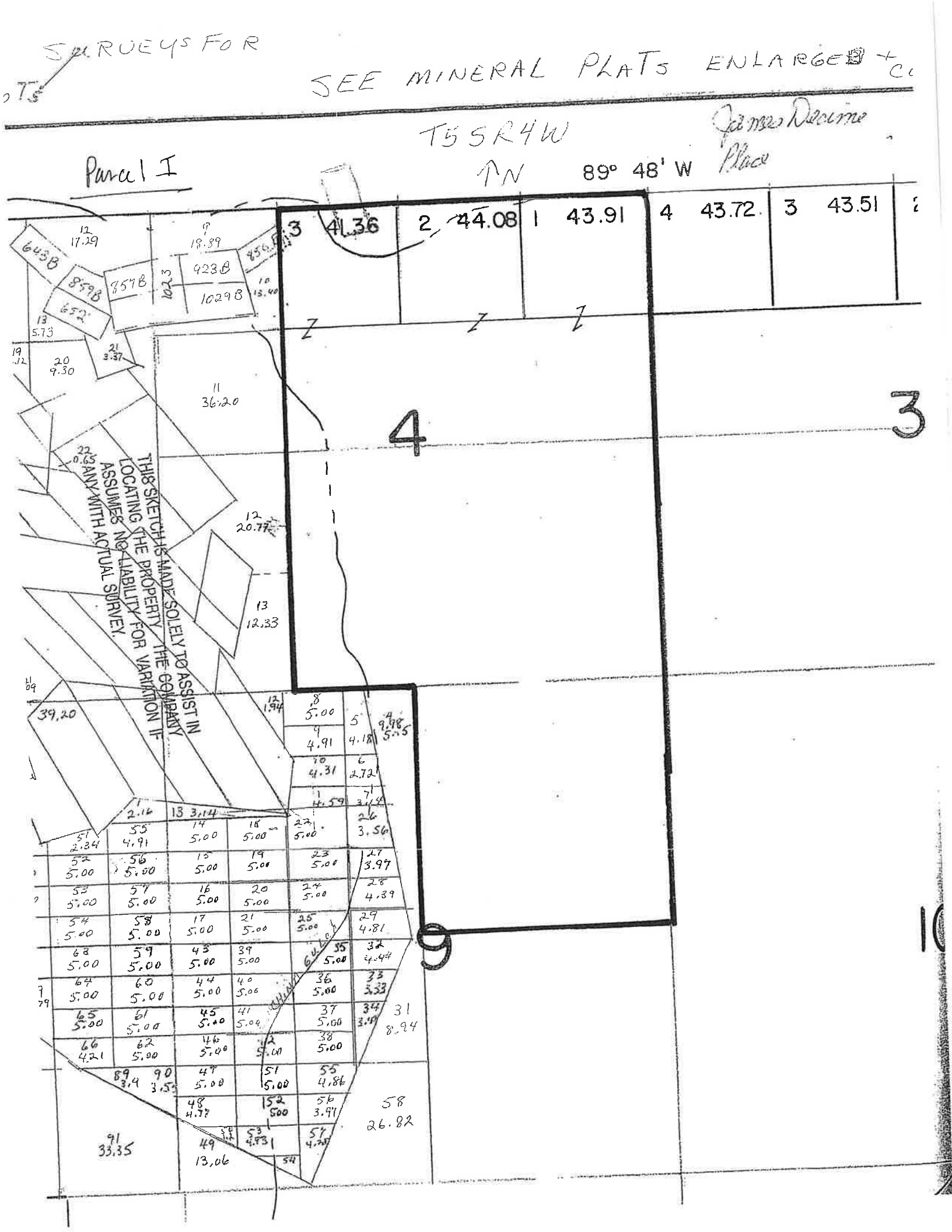
SEE MINERAL PLATS ENLARGED

T5S R4W

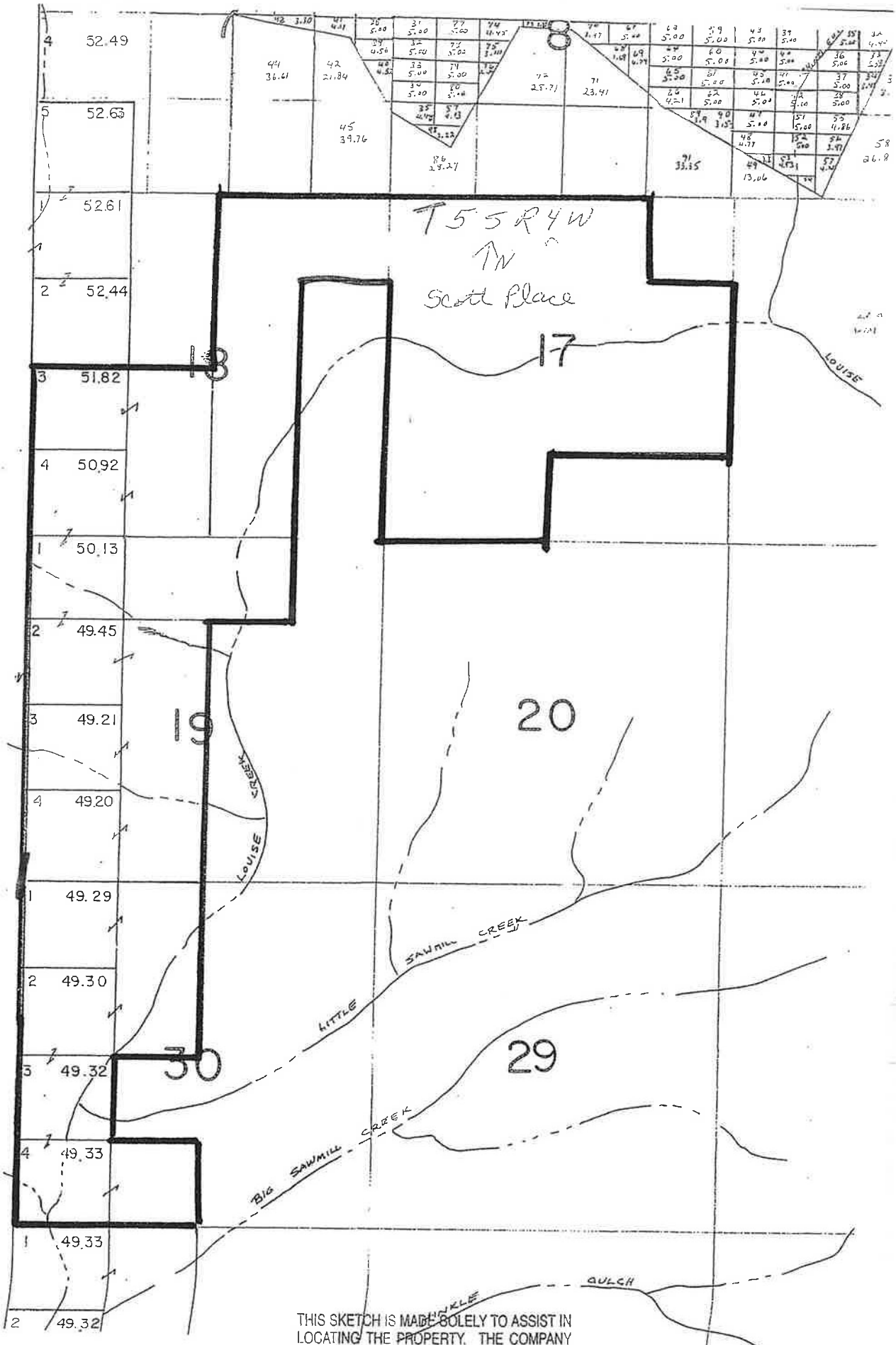
James Devine Place

Parcel I

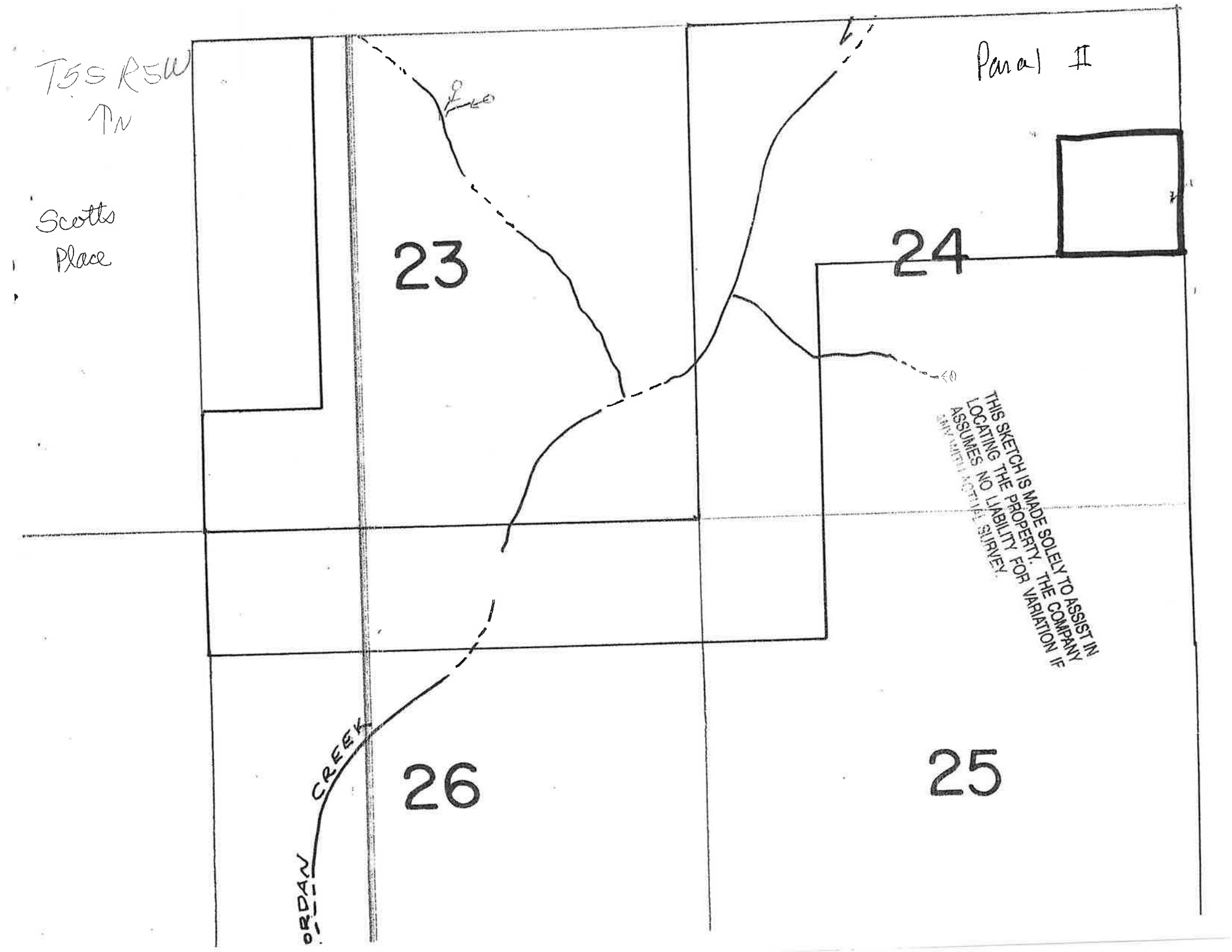
↑N 89° 48' W

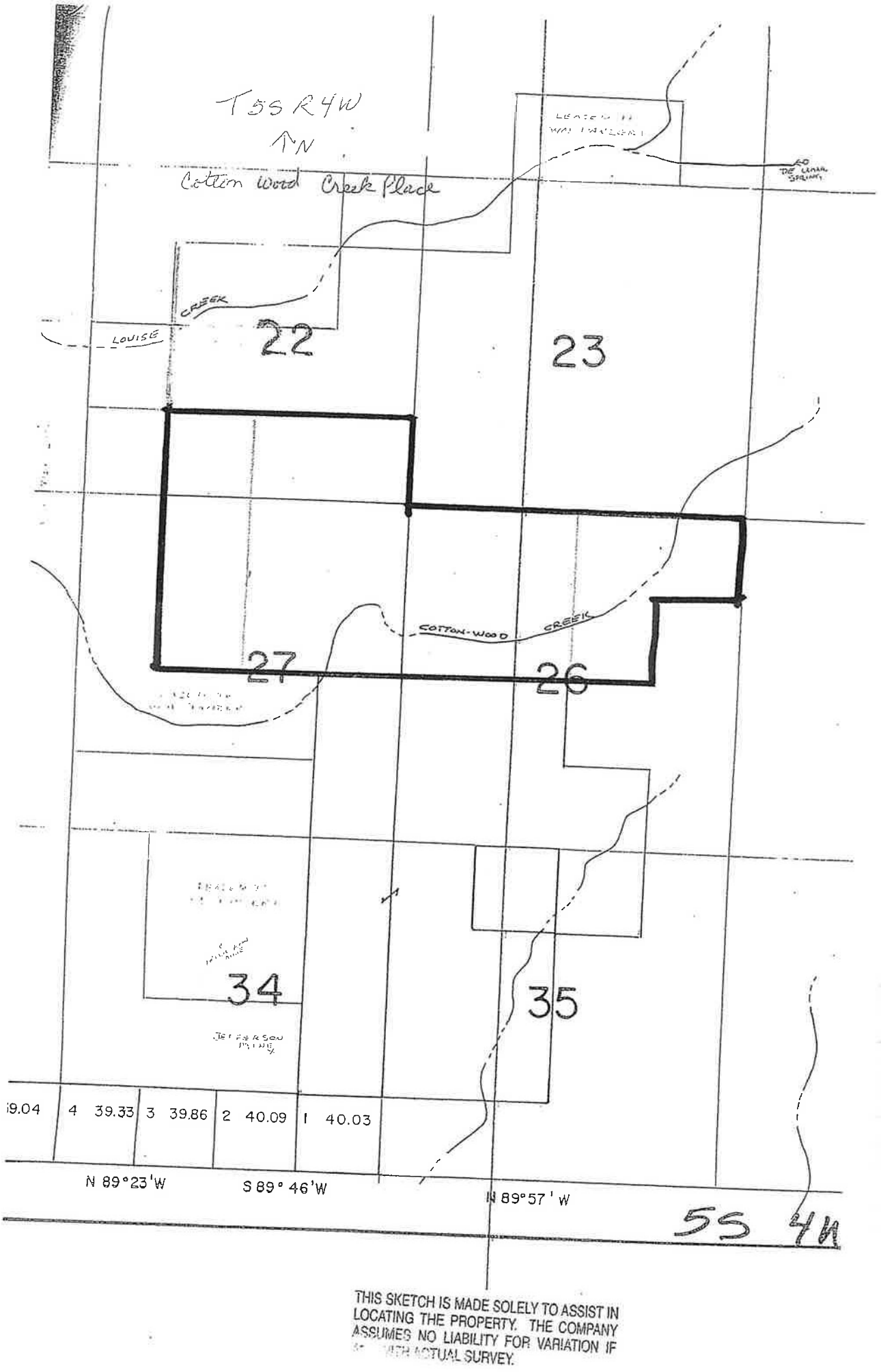


Parcel II



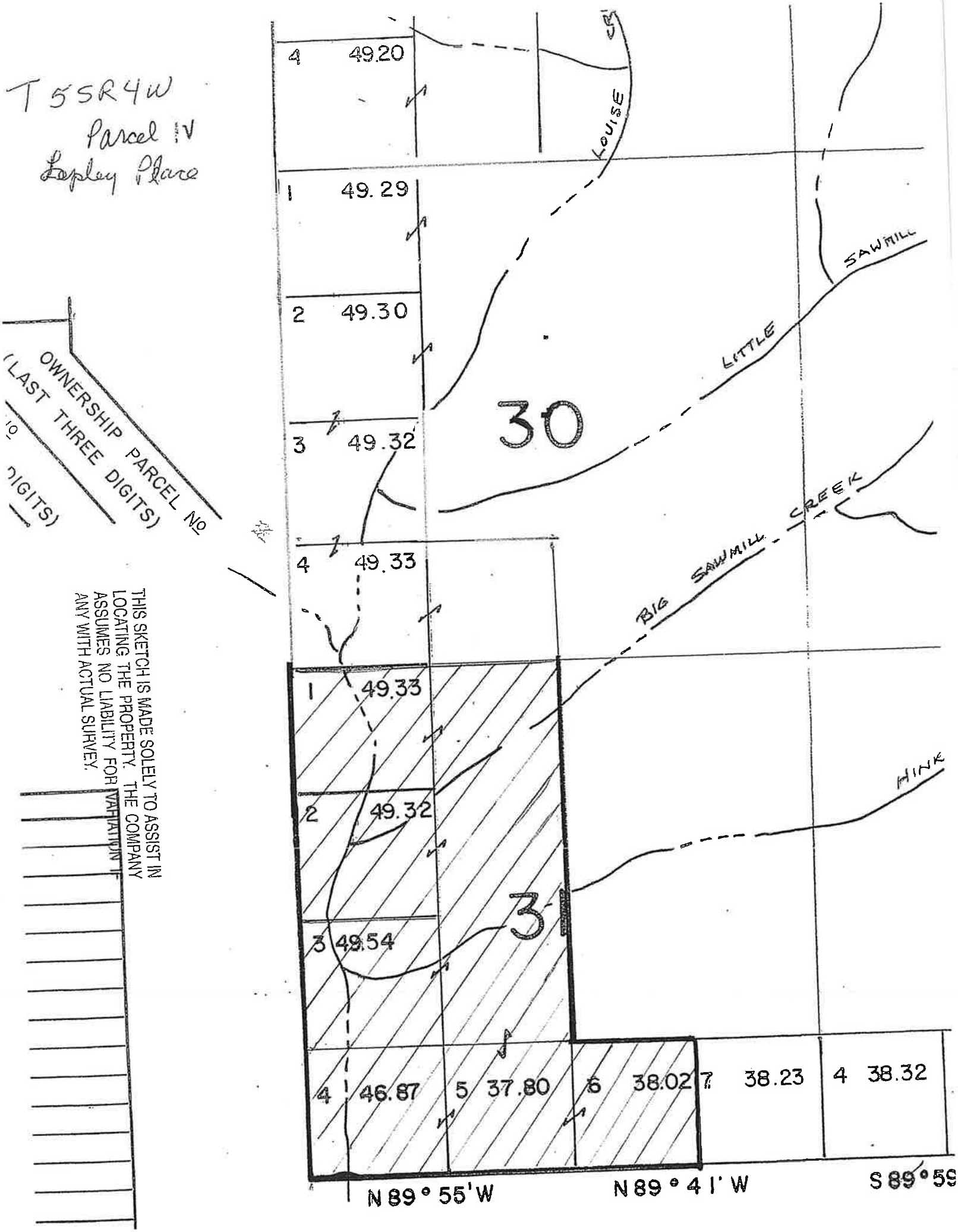
THIS SKETCH IS MADE SOLELY TO ASSIST IN LOCATING THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION IF ~~SAME~~ WITH ACTUAL SURVEY


T5S R5W
TN
Scotts Place
Parcel II
23
24
26
25
JORDAN CREEK
THIS SKETCH IS MADE SOLELY TO ASSIST IN LOCATING THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION IF ANY WITH ACTUAL SURVEY.



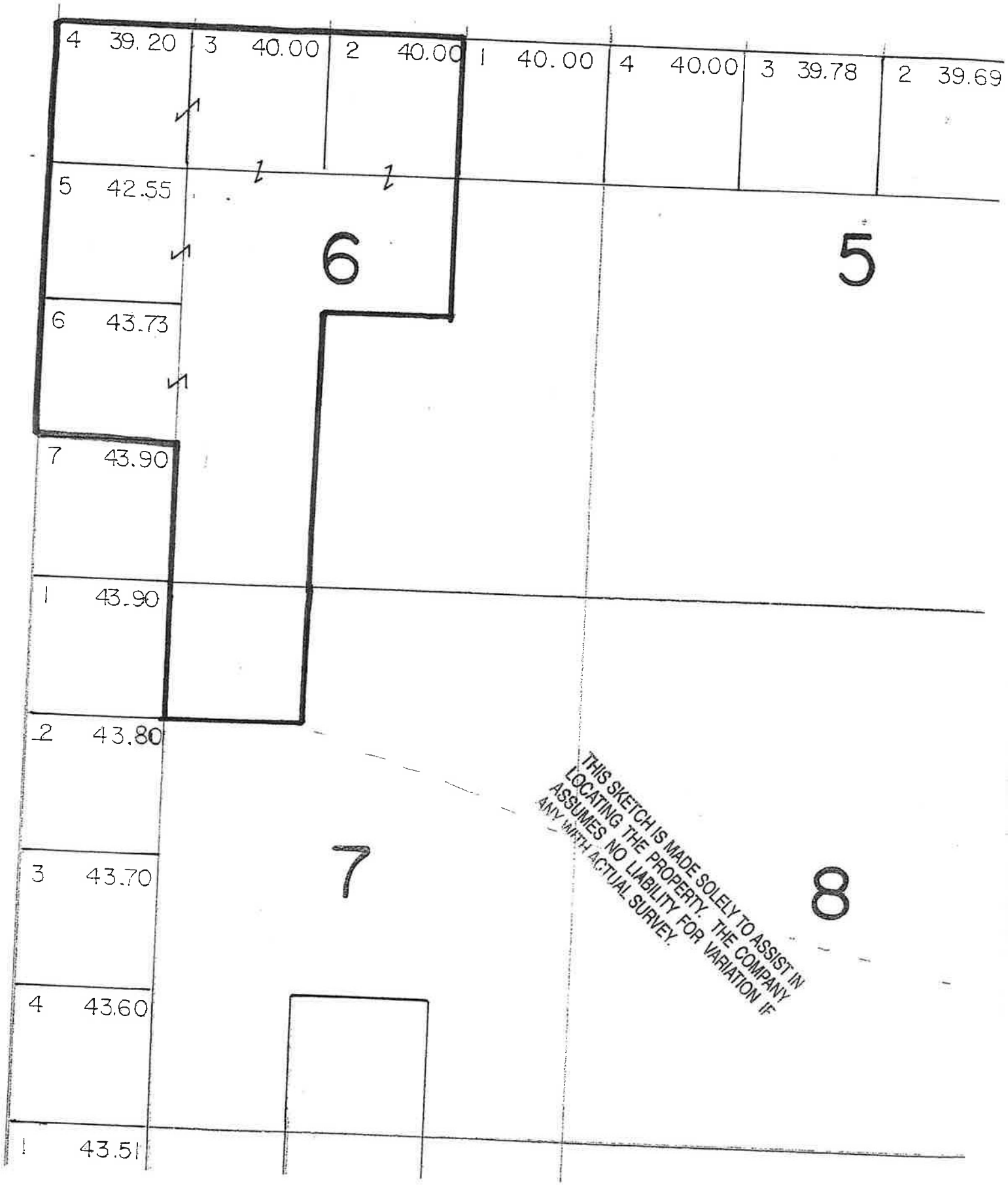
THIS SKETCH IS MADE SOLELY TO ASSIST IN LOCATING THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION IF [illegible] WITH ACTUAL SURVEY.

T5SR4W
Parcel IV
Lapley Place



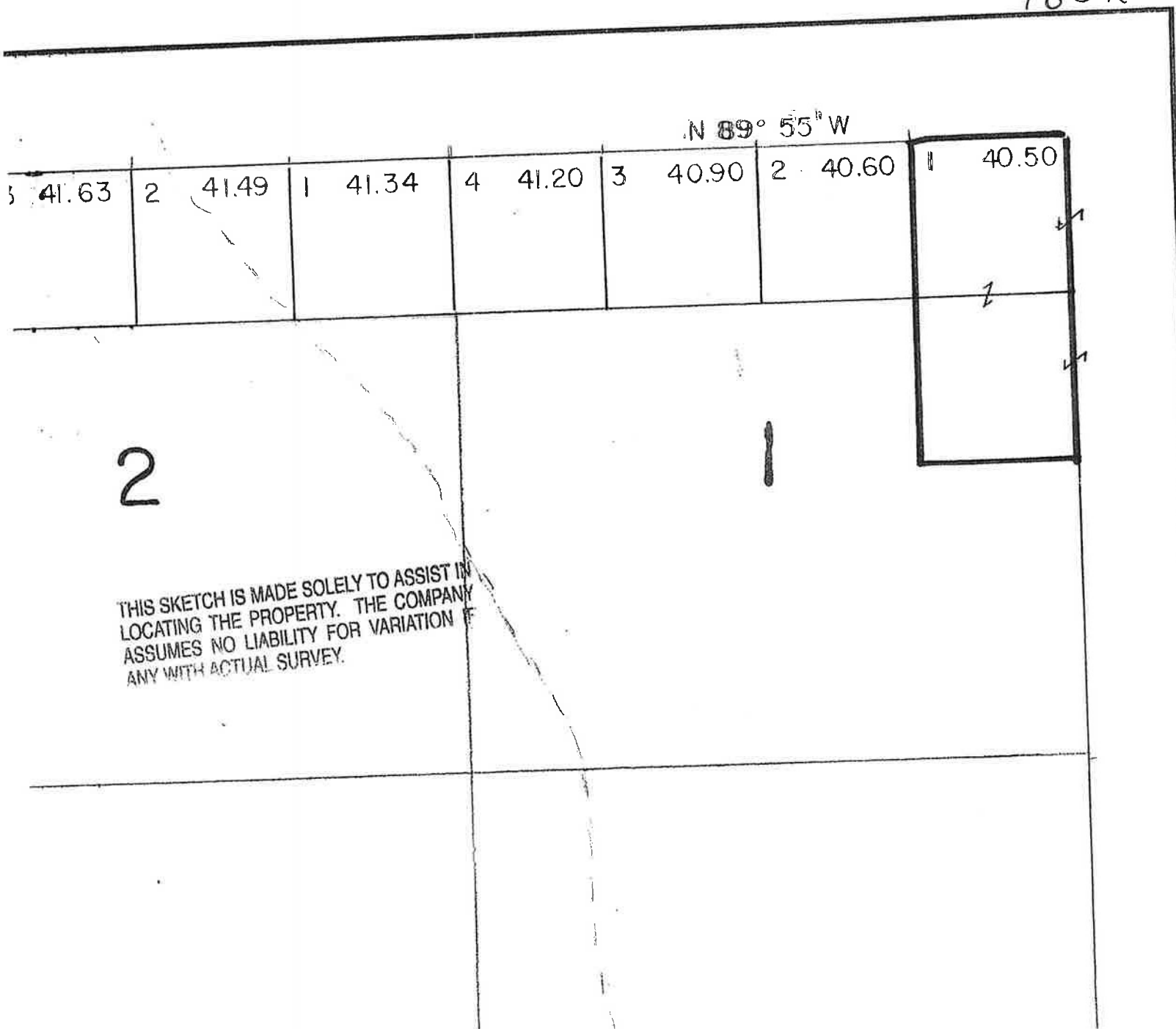
THIS SKETCH IS MADE SOLELY TO ASSIST IN LOCATING THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION IF ANY WITH ACTUAL SURVEY.

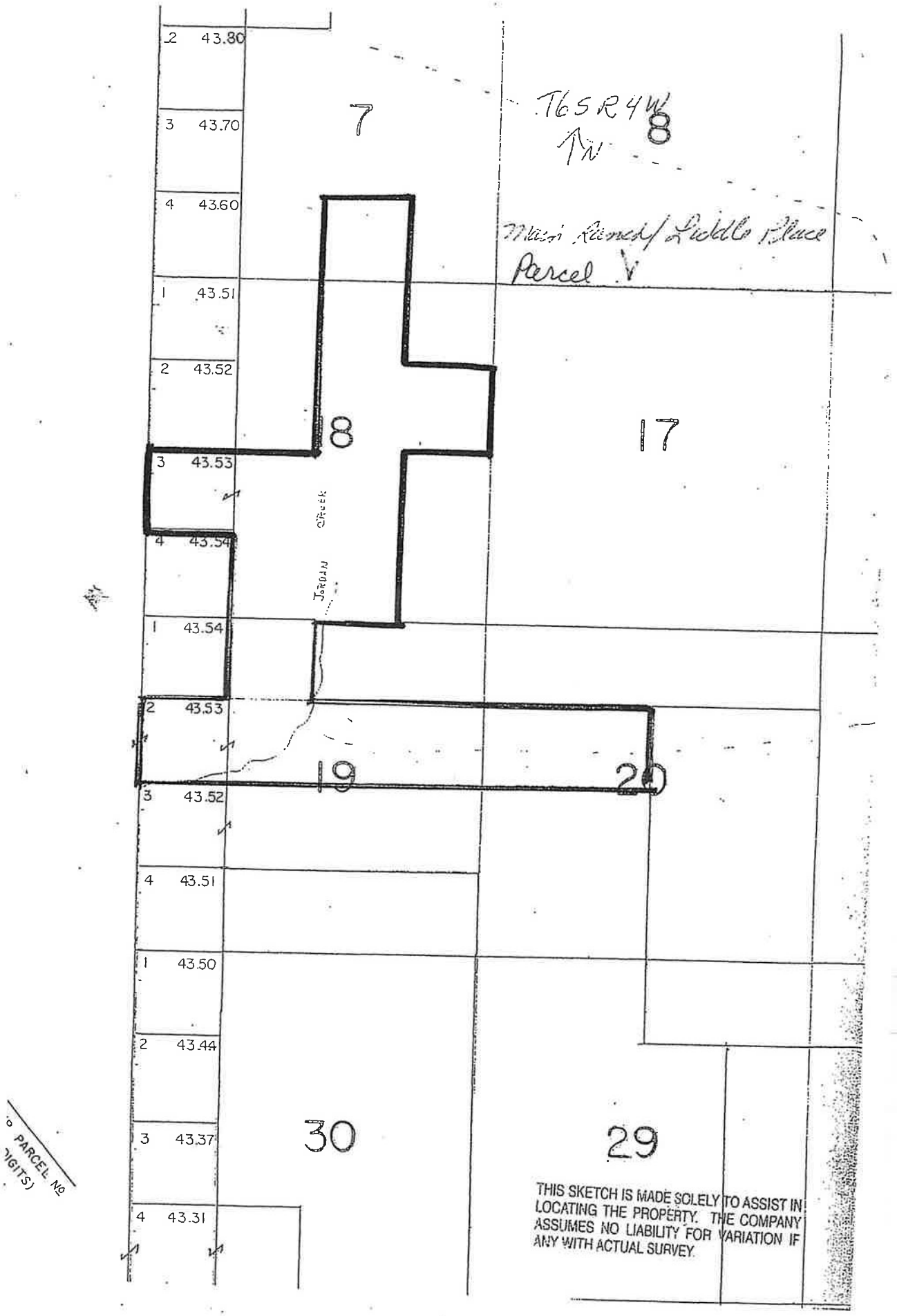
T6S R4W ↑N Parcel IV. Lepley Place



Parcel ..
Lepley Place

T6S R5W ↑N




T6SR4W
7
8
Mini Ranch / Liddle Place
Parcel V
17
Jordan Creek
19
20
30
29
2 43.80
3 43.70
4 43.60
1 43.51
2 43.52
3 43.53
4 43.54
1 43.54
2 43.53
3 43.52
4 43.51
1 43.50
2 43.44
3 43.37
4 43.31
PARCEL NO
DIGITS)
THIS SKETCH IS MADE SOLELY TO ASSIST IN LOCATING THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION IF ANY WITH ACTUAL SURVEY.

Parcel V

T6.5 R4W

Parcel V

↑ N

Liddle Ranch

3	2	39.69	1	39.58	4	39.72	3	39.69	2	39.65	1	39.62	4	38.79

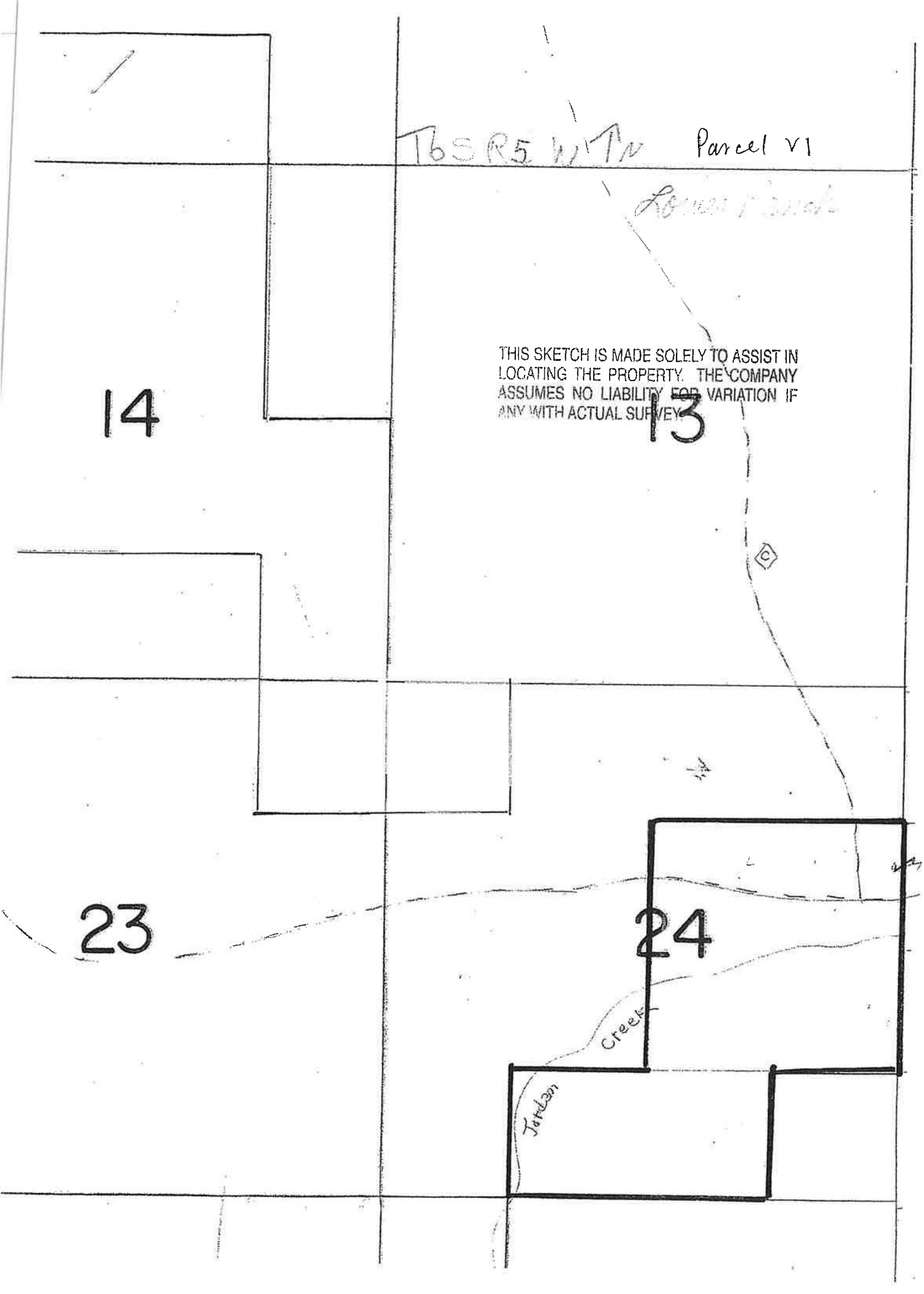
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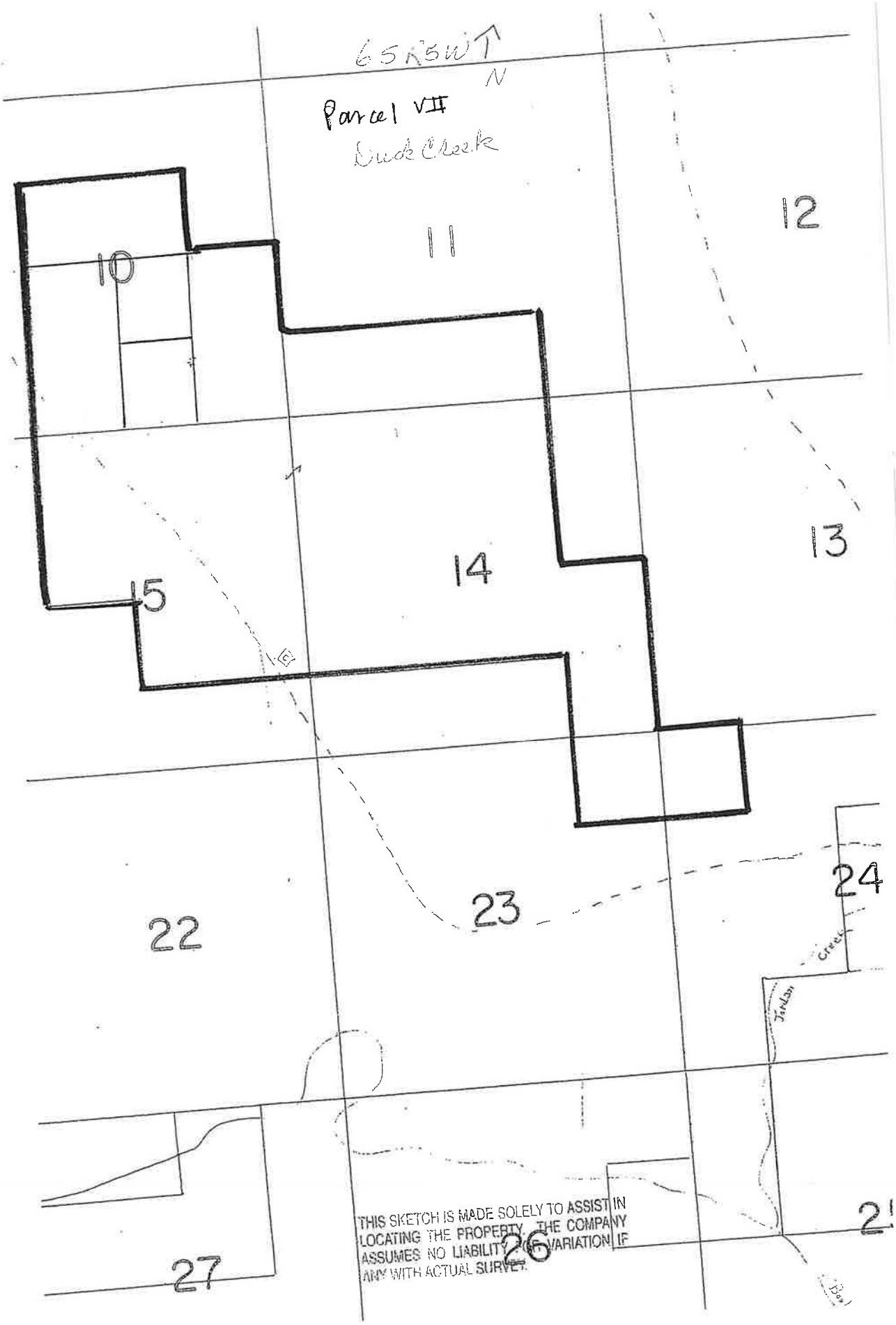
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THIS SKETCH IS MADE SOLELY TO ASSIST IN LOCATING THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION IF ANY WITH ACTUAL SURVEY.

8

9


T6S R5 W TN
Parcel V1
Lower Lake
THIS SKETCH IS MADE SOLELY TO ASSIST IN LOCATING THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION IF ANY WITH ACTUAL SURVEY.
14
13
23
24
Creek
Jordan


6S 5W
N
Parcel VII
Duck Creek
10
11
12
13
14
15
22
23
24
27
26
THIS SKETCH IS MADE SOLELY TO ASSIST IN LOCATING THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATION IF ANY WITH ACTUAL SURVEY.

Docusign Envelope ID: 5FF584DE-E838-497E-A29E-C58BB9AEF5CC

Pioneer Title Company of Canyon County
100 10th Avenue South
Nampa, ID 83651
(208)466-6100

File Number: **897500**
Sales Price: **$12,500,000.00**
Close Date: **2/13/2026**
Disbursement Date: **2/13/2026**

BUYER(S) CLOSING STATEMENT

Type: **Purchase**
Property: **TBD BRASHER RANCH**
MARSING, ID 83639 (OWYHEE)

Buyer(s): **DELAMAR MINING COMPANY**
225 N. 9th Street, Suite #810
Boise, ID 83702

Sellers: **CRAIG BRASHER**
4401 N. Edison Rd.
Marsing, ID 83639

Description	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property		$12,500,000.00
Earnest Money Deposit	$500,000.00	
Prorations		
County Taxes 1/1/2026 to 2/13/2026 @ $1,810.36/Year		$213.28
Commissions		
1% Real Estate Commission to Group One Sotheby's International Realty	$125,000.00	
Title Charges		
Title - Lender's Title Insurance to Pioneer Title Company, Owyhee	$20.00	
Title - E-File Fee to Pioneer Title Company, Owyhee	$750.00	
Title - Settlement or closing fee to Pioneer Title Company of Canyon County	$50.00	
Title - Tech Fee to Pioneer Title Company of Canyon County	$25.00	
Title - Wire Fee to Pioneer Title Company of Canyon County	$5.00	
Title - E-Sign/DocUSign to Pioneer Title Company of Canyon County	$15.00	
Government Recording and Transfer Charges	$76.00	
Recording fees: Deed $15.00		
Recording Fees: Termination of Lease (3) to Pioneer Title Company, Owyhee $76.00		
Totals	**$12,625,941.00**	**$500,213.28**

Balance Due FROM Buyer: $12,125,727.72

Escrow Officer: Cari Heck
Phone: (208)467-0108

APPROVED AND ACCEPTED

BUYER(S)

DeLamar Mining Company
Signed by:
George Salamis
George Salamis, CEO

SETTLEMENT COORDINATOR

Cari Heck
CARI HECK

AGENCY DISCLOSURE BROCHURE

EFFECTIVE JULY 1, 2025

THIS IS NOT A CONTRACT!

This document explains the duties a real estate brokerage & its licensees (a Brokerage) owe Idaho consumers, as outlined in the Idaho Real Estate Brokerage Representation Act (Idaho Code 54-2082 – 54-2097). **These duties are required by law!** A Brokerage **CANNOT** modify or eliminate any of them, even with your consent. It is recommended that you review this document **prior to discussing ANY personal information with a Brokerage.**

THE TERM AGENCY refers to the relationship between a Brokerage & consumers in a real estate transaction. The duties you're entitled to during the process depend on the type of relationship you have with a Brokerage. Understanding the relationships is essential in deciding whether you want to be a **CUSTOMER** or a **CLIENT**.

CUSTOMERS

ALL consumers in a real estate transaction are owed the following **CUSTOMER** duties:

- Assist in transactions with honesty, good faith, skill, & care
- Disclose all known or reasonably knowable adverse material facts
- Properly account for property or money received

IF you sign a **Compensation Agreement**, you are **still** a Customer but a Brokerage **MUST**:

- Be available to timely present & receive written offers & counteroffers

AS A CUSTOMER, a Brokerage is **NOT** required to keep your info confidential or promote/protect your interests. If you want those services, you **MUST** sign a Representation Agreement to become a **CLIENT**.

CLIENTS

The duties owed to **CLIENTS** are more extensive. These duties are **ONLY** owed to consumers who have signed a Representation Agreement with a Brokerage.

- Perform the terms of the written agreement with reasonable skill & care
- Promote your best interests in good faith, honesty & fair dealing
- Keep sensitive info confidential even after representation ends
- Properly account for property or money received
- Disclose all known or reasonably knowable adverse material facts
- Be available to present & receive written offers & counteroffers
- Assist in negotiating price & terms for the transaction

IF YOU SIGN a Representation Agreement & become a **CLIENT**, you'll need to know what type of options are available. In Idaho, you may be represented under **SINGLE AGENCY** or **LIMITED DUAL AGENCY**.

SINGLE

Under Single Agency, you are a Client & the Brokerage represents you, **AND ONLY YOU**, in your real estate transaction. The entire Brokerage is obligated to promote your best interests. The Brokerage is **NOT** allowed to represent the other party to the transaction.

If you are a **BUYER**, the Brokerage will seek a property for you to purchase with an acceptable price & other terms, and advise you to consult with appropriate professionals.

If you are a **SELLER**, the Brokerage will seek a buyer to purchase your property under acceptable terms, & seek proof of a buyer's financial ability to complete the transaction.

LIMITED DUAL

Limited Dual Agency means a Brokerage represents **BOTH** the buyer & the seller in the same transaction. This may occur if you buy a property listed by the same Brokerage or if the Brokerage finds a buyer for your property. There are **TWO** types of Limited Dual Agency:

WITHOUT ASSIGNED AGENTS

The Brokerage represents both Clients **EQUALLY**, without favoring either. The Brokerage **CANNOT** share confidential information & **MUST** protect both Clients' interests while fulfilling their agreements & duties with skill and care.

WITH ASSIGNED AGENTS

The Designated Broker authorizes an agent to represent each Client. The agents **MUST** protect **their assigned Client's** best interests, & keep Client info confidential. The Designated Broker remains neutral & ensures both agents fulfill their Client duties.

DOPL
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSES
208.334.3233
DOPL.IDAHO.GOV/REC/
REAL ESTATE COMMISSION

Still have questions? Scan the QR code or visit the website below for consumer resources & common FAQs!

idrealestatehelp.my.canva.site/

BROKERAGE: Group One Sotheby's Int'l Realty

DESIGNATED BROKER: Sean Hart **PHONE NUMBER:** 208-287-5000

ACKNOWLEDGMENT OF RECEIPT: Your signature is **ONLY** an acknowledgement that a licensee gave you a copy of this document. This is **NOT** a contract; you are under **NO** obligation to anything by signing.

SIGNATURE: George Salamis 01/28/2026 DeLamar Mining Co **DATE:**

SIGNATURE: **DATE:**

RE-14 BUYER REPRESENTATION AGREEMENT
(EXCLUSIVE RIGHT TO REPRESENT)

IDAHO REALTORS®

JANUARY 2025 EDITION

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.

DATE: 01/18/2026 **AGENT:** Lori Otter (Acting as Agent for the Broker)

1. BUYER George Salamis

retains Sean Hart **Broker of** Group One Sotheby's Int'l Realty **as exclusive Buyer Broker (hereafter referred to as Broker), where the BUYER is represented by one Broker only for time herein set forth and for the express purpose of Representing BUYER in the purchase, lease, or optioning of the real property referenced below, (hereafter Property). Further, BUYER agrees, warrants, and acknowledges that BUYER has not and shall not enter into any buyer representation agreement with another broker in the state of Idaho as a broker for BUYER during the effective term of this agreement, unless otherwise agreed to in writing by BUYER and above-listed Broker. BUYER agrees to indemnify and hold the above-listed Broker harmless from any claim brought by any other broker or real estate salesperson for compensation claimed or owed during the effective term of this agreement. By appointing Broker as BUYER'S exclusive agent, BUYER agrees to conduct all negotiations for Property through Broker, and to refer to Broker all inquiries received in any form from real estate brokers, salespersons, prospective sellers, or any other source, during the time this Buyer Representation Agreement is in effect. BUYER desires to purchase, lease, or option the real estate described below:**

☐Residential ☐Residential Income ☐Commercial ☒Vacant Land ☐Custom Build Job
☐Other _____
Applicable City(s) _____
Applicable County(s) _____
Other Description: (i.e., geographical area, price, etc.) **Brasher Ranch Jordan Valley, Idaho**, Idaho;

2. TERM OF AGREEMENT: This BUYER REPRESENTATION AGREEMENT (herein after referred to as Agreement) is in force from date **01/18/2026** and will expire at 11:59 p.m. on date **06/30/2026**, or upon closing of escrow of the Property, whichever is sooner. If the BUYER enters into a contract to purchase or exchange Property, the term of this Agreement shall be automatically extended through the closing of the transaction identified in that contract.

3. BROKER REPRESENTATIONS AND SERVICES: The Broker and Broker's agent representing a BUYER are agents of the BUYER. Broker will use reasonable efforts as BUYER'S agent to locate Property as described in Section One hereof from the information available in the Multiple Listing Service (MLS) and from other sources for unlisted Property that the Broker may be aware of when applicable as set forth in Section One. The Broker's duty to locate Property for the BUYER is limited to the properties that the Broker is aware of and does not include a duty to discover every unlisted Property that may be privately advertised. Broker shall make submissions to BUYER describing and identifying properties that substantially meet the criteria set forth in Section One, for consideration of the BUYER and Broker agrees to negotiate acceptance of any offer to purchase or lease such Property.

4. COMPENSATION OF BROKER: Compensation is not set by law and is fully negotiable. Brokerage shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to herein. In consideration of the services to be performed by the Broker, BUYER agrees that Broker shall be compensated in the following ways: Check all that apply.

☒ A. **Percentage of Sales Price or Flat Fee.** The BUYER agrees that the Broker will be paid a fee of 3 % of final sales price **OR** a flat fee of $_____. Buyer instructs the Broker to seek to obtain this fee through the transaction paid by the seller or the listing brokerage. If the fee cannot be obtained through the seller or the listing brokerage, the BUYER will be responsible for the fee stated above.

☐ B. **Leased Property.** If the property is leased by BUYER, then BUYER agrees to pay a total brokerage fee of the greater of: _____% of the total Base Rent OR _____ month's rent OR a one-time flat fee of $_____. BUYER instructs Broker to seek to obtain this fee through the transaction paid by the lessor or lessor's agent. If the fee cannot be obtained through the lessor or the lessor's agent, then BUYER will be responsible for the fee. 'Base Rent' is defined as the specific minimum rent owed by BUYER to lessor each year. In addition, if the lease is a 'lease to own' contract, or if the BUYER exercises an option to purchase under the lease, then in addition to the compensation for lease procurement specified in this paragraph (B), Broker shall also be entitled to any compensation for sale as enumerated in paragraph (A) above.

☐ C. **Retainer Fee.** BUYER will pay Broker a non-refundable retainer fee of $_____ due and payable upon signing of this Agreement. Retainer fee ☐shall ☐shall not be credited against any compensation set forth in paragraph A or B.

☐ D. **Hourly rate.** BUYER will pay Broker at the rate of $_____ per hour for the time spent by Broker pursuant to this Agreement to be paid when billed whether or not BUYER acquires or leases Property. The fee ☐shall ☐shall not be credited against any compensation as set forth in paragraph A, B, or C.

This compensation shall apply to transactions made for which BUYER enters into a contract during the original term of this Agreement or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract within 90 calendar days (ninety [90] if left blank) after this Agreement expires or is terminated, if the Property acquired or leased by the BUYER was submitted in writing to the BUYER by Broker pursuant to Section One hereof during the original term or extension of the term

BUYER'S Initials (GS) (____) **Date:** 01/28/2026

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This form was prepared by Lori Otter | Group One Sotheby's Int'l Realty | Lori Otter@Sothebysrealty.com | 208-340-0020

BUYER'S NAME(S) George Salamis

of this Agreement. The fee shall be paid at closing or lease execution unless otherwise designated by the Broker in writing. The closing agent for this transaction is hereby authorized to pay the above-mentioned compensation at closing.

In the event BUYER purchases any Property as described in Section 1 above without using the representation of the Broker named above within the time this Agreement remains in force, above stated BUYER shall be liable to Broker for a cancellation fee equal to 1 % of the selling price of the Property acquired or $ —.

5. TRANSACTION RELATED SERVICES DISCLAIMER: BUYER understands that Broker is qualified to advise BUYER on general matters concerning real estate but may not offer legal advice and is not an expert in matters of law, tax, financing, surveying, structural conditions, Property inspections, water rights, mineral rights, hazardous materials, or engineering. BUYER acknowledges that Broker advises BUYER to seek expert assistance for advice on such matters. Broker cannot warrant the condition of Property to be acquired or guarantee that all material facts are disclosed by the seller. **Broker will not investigate the condition of any Property including without limitation**: the status of permits, zoning, location of Property lines, square footage, **marketability of title, applicability or enforceability of CC&R's**, possible loss of views and/or compliance of the Property with applicable laws, codes or ordinances and BUYER must satisfy themself concerning these issues by obtaining the appropriate expert advice. The Broker or Broker's agent may identify individuals or entities who provide services including but not limited to the following; home inspections, appraisals, environmental assessment inspections, code compliance inspections, title insurance, closing and escrow services, loans and refinancing services, construction and repair services, legal and accounting services, and/or surveys. The BUYER understands that the identification of these service providers is solely for BUYER'S convenience and that the Broker and its agent are **not guaranteeing or assuring** that the service provider will perform its duties in accordance with the BUYER'S expectations or any particular standard. Through identification, Broker makes no express or implied representation as to a service provider's experience or license, registration, insurance or bonding status. BUYER has the right to make arrangements with any individual or entity BUYER chooses to provide any services. In the event that Broker identifies or recommends any particular service provider, BUYER, by using said service provider, thereby releases and holds harmless the Broker and Broker's agent from any claims by the BUYER that the service providers breached their Agreement, was negligent, misrepresented information, caused damage or injury, or otherwise failed to perform in accordance with the BUYER'S expectations or any particular standard. In the event the BUYER requests Broker or Broker's agent to pay for any products or services from third parties, **BUYER agrees to** reimburse Broker or Broker's agent upon demand regardless of closing.

6. FINANCIAL INFORMATION: BUYER agrees to provide Broker and/or Broker's agent with certain pertinent financial information necessary to prove ability to purchase desired Property.

7. OTHER POTENTIAL BUYERS: BUYER understands that other potential buyers may consider, make offers on, or purchase through Broker the same or similar properties as BUYER is seeking to acquire. BUYER consents to Broker's representation of such other potential buyers before, during, and after the expiration of this Agreement and further releases Broker of any conflicting Agency duties.

8. LIMITS OF CONFIDENTIALITY OF OFFERS: BUYER understands that an offer submitted to a seller, and the terms thereof may not be held confidential by such seller or seller's representative unless such confidentiality is otherwise agreed to by the parties.

9. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY: The undersigned BUYER(S) have received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned BUYER(S) understand that the brokerage involved in this transaction may be providing agency representation to both the BUYER(S) and the seller. The undersigned BUYER(S) each understands that, as an agent for both BUYER/client and seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors motivating the BUYER/client to buy or the seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by §54-2085, Idaho Code. The undersigned BUYER(S) each understands that a limited dual agent does not have a duty of undivided loyalty to either client.

The undersigned BUYER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in §54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

BUYER'S Initials (GS) (_____) Date: 01/28/2026

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This form was prepared by Lori Otter | Group One Sotheby's Int'l Realty | Lori.Otter@Sothebysrealty.com | 208.340.0920

BUYER'S NAME(S) George Salamis

BUYER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES: BUYER acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other BUYERS and for sellers in the sale of the Property. BUYER has been advised and understands that it may create a conflict of interest for Broker to introduce BUYER to a seller client's property because Broker could not satisfy all of its client duties to both BUYER client and seller client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, BUYER makes the following election.** (Make one election only)

_____ / _____ Initials
Limited Dual Agency and/or Assigned Agency

BUYER DOES WANT to be introduced to seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the BUYER and seller in the introduction of BUYER to such seller client's property and in the preparation of any contract of sale which may result. BUYER authorizes Broker to act in a **limited dual agency** capacity. Further, BUYER agrees that Broker may offer, but is not obligated to offer, **assigned agency** representation, and if offered by the Broker, BUYER authorizes Broker to act in such capacity.

OR

GS / _____ Initials
Single Agency

BUYER DOES NOT WANT to be introduced to seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the BUYER to any seller client's property.

10. NON-DISCRIMINATION: The parties agree not to discriminate against any prospective seller or lessor because of race, religion, creed, color, sex, marital status, national origin, familial, or handicapped status of such person.

11. SEVERABILITY CLAUSE: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. SINGULAR AND PLURAL terms each include the other, when appropriate.

13. DEFAULT / ATTORNEY'S FEES: In the event of default by BUYER under this Agreement, Broker shall be entitled to the Fee that Broker would have received had no default occurred, in addition to other available legal remedies. In the event of any suit or other proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and all costs incurred relative to such suit or proceeding, including fees and costs upon appeal. Venue of any action arising out of this Agreement shall be in the court of the county in which Broker's office is located.

14. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and seller agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or seller.

15. OTHER TERMS AND CONDITIONS:
Seller to pay 2% Commission of sale price, Buyer to Pay 1% Commission of sales price. (3)

16. COMMUNICATION: Failure of BUYER to reasonably maintain communication with BROKER is a breach of this agreement.

17. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, seller, lender, closing agency, or either Broker, the BUYER and seller will confirm facsimile or electronic transmitted signatures by signing an original document.

18. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agrees that if BUYER

BUYER'S Initials (GS) (_____) **Date:** 01/28/2026

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BUYER'S NAME(S) George Salamis

uses, or authorizes the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

19. AUTHORITY OF SIGNATORY: If BUYER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER.

20. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT The terms hereof, and any addendums or exhibits constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each of the parties.

21. FORCE MAJEURE: Neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's timely performance of this Agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided or overcome by exercising reasonableness or diligence. Force Majeure Events include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

22. ACCESS. BUYER acknowledges that by entering into this contract BUYER is requesting Broker to provide BUYER access to real Property owned by third parties and that it is impossible for Broker to screen and/or monitor the individuals who reside in and/or own real Property listed for sale or rent. Therefore, BUYER shall hold Broker harmless from all liability resulting from accessing real Property, including but not limited to, liability arising from exposure to disease-causing organisms and objects such as viruses and bacteria.

George Salamis 01/28/2026		Lori Otter 01/27/2026	
BUYER Signature **George Salamis**	Date	Agent or Broker (on behalf of Brokerage) Signature **Lori Otter**	Date
	George@integraresources	**913 W River Street**	**Boise ID 83702**
Phone	Email	Brokerage Address	
		208-287-5000	
BUYER Signature	Date	Brokerage Phone	Email
		208-340-0920	**Lori.Otter@Sothebysrealty.com**
Phone	Email	Agent Phone	Email
Address			

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INTEGRA RESOURCES

1050-400 Burrard Street
Vancouver, BC, Canada
V6C 3A6

Craig Brasher
January 27, 2026

Mr Brasher,

This letter serves as confirmation that Integra Resources Corp, the parent of DeLamar Mining Company ("DeLamar"), has cash on hand sufficient to fund the obligations of DeLamar under the Purchase and Sale Agreement related to the acquisition of the Brasher Ranch.

Should you require any further information or verification, please feel free to contact me via email.

Sincerely,

Andree St-Germain
Chief Financial Officer
Integra Resources Corp
andree@integraresources.com

Docusign Envelope ID: 5FF584DE-E838-497E-A29E-C58BB9AEF5CC

RE-10 INSPECTION CONTINGENCY NOTICE

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This NOTICE dated: 02/07/2026

This NOTICE pertains to the Purchase and Sale Agreement Dated: 01/27/2026 ID#: DeLaMarMiningco

ADDRESS: See Exhibit A and B

BUYER: George Salamis FOR BENEFIT OF Delamar Mining Company

SELLER: Craig Brasher

☐ This is a BUYER NOTICE to the SELLER.

☒ This is a SELLER NOTICE to the BUYER.

This NOTICE pertains to:
☐ The Primary Inspection contingency

☒ The Secondary Inspection contingency; specifically:
- ☐ Domestic Well Water Potability and/or Productivity Test
- ☐ Septic Inspection and required Pumping
- ☐ Survey
- ☐ Other Inspection #1: _____
- ☐ Other Inspection #2: _____

Provision of this notice shall not affect BUYER'S rights regarding other unrelated notices or inspections.

BUYER hereby confirms that BUYER has had the opportunity to and/or did complete all inspections, investigations, tests, surveys and has reviewed all applicable documents and disclosures as related to the inspection(s) indicated above. BUYER hereby asserts to SELLER (without releasing the inspection contractor) that such inspection(s) if any was/were performed in a diligent, prudent, thorough and competent manner and that such inspector(s) was/were chosen by the BUYER and qualified to inspect the property.

☐ **1. REMOVAL OF INSPECTION CONTINGENCY.** The BUYER unconditionally removes the contingency related to the inspection(s) stated above.

☒ **2. ITEMS TO BE ADDRESSED. Subject to the request(s) specifically set forth below, and the rights set forth in the Purchase Sale Agreement, the BUYER hereby removes the contingency related to the inspection(s) stated above. BUYER specifically reserves the walk-through inspection provisions and other inspection rights as set forth in the Purchase and Sale Agreement.**

BUYER and SELLER agree (if more than one box is checked the parties agree all checked off duties will be performed):
- ☐ SELLER will credit BUYER $_____ at closing.
- ☐ Purchase Price to be $_____.
- ☐ Other terms listed below
- ☐ SELLER will service, repair or replace, in a good and workmanlike manner, the following items/conditions on or in the property within _____ business days (ten [10] if left blank) from final acceptance of this notice by all parties. **BUYER shall have the right to re-inspect only the item(s) identified below to satisfy the BUYER that any agreed upon service, repair or replacement is acceptable to the BUYER. BUYER shall not unreasonably withhold acceptance of the service, repair or replacement.**

1.Seller to have all equipment, cattle and horses off the property no later than 30 days after closing.
2.Seller to have Bunkhouse clean and empty of personal belongings no later than 30 days after closing.
3. Seller agrees that property left after 30 days becomes property of the Delamar Mining company, unless otherwise agreed to with George Samalis at Delamar Mining company.

BUYER'S Initials (Initial GS) Date 2/9/2026 SELLER'S Initials (CB) Date 2-12-2026

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This form was prepared by Lori Otter | Group One Sotheby's Int'l Realty | Lori.Otter@Sothebysrealty.com | 208-340-0920

TRANSACTIONS

RE-10 INSPECTION CONTINGENCY NOTICE

PROPERTY ADDRESS: See Exhibit A and B **ID#:** DeLaMarMiningco

☐ **3. TERMINATION PROVISION.** BUYER deems the results of the inspection stated above to be unsatisfactory. As a result, BUYER hereby terminates the Purchase and Sale Agreement and the Earnest Money shall be returned to BUYER, unless Earnest Money has previously become non-refundable. BUYER and SELLER further agree to release brokers and their associates from any claims, actions and demands by reason of releasing and disbursing of said earnest money deposit.

To the extent the terms of this NOTICE modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums, or Counter Offers not modified by this NOTICE shall remain the same. Upon execution by both parties, this NOTICE is made an integral part of the aforementioned Purchase and Sale Agreement.

BUYER'S AND SELLER'S SIGNATURES:

BUYER: George Salamis — 3D87970176F04E6... **Date:** 2/9/2026 **Time:** _____

BUYER: _____ George Salamis FOR BENEFIT OF Delaware Mining Company **Date:** _____ **Time:** _____

SELLER: _____ **Date:** 2-12-2026 **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

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This form was prepared by Lori Otter | Group One Sotheby's Int'l Realty | Lori.Otter@Sothebysrealty.com | 208-340-0920 TRANSACTIONS

Idaho Department of Water Resources Receipt

Receipt ID: C126136

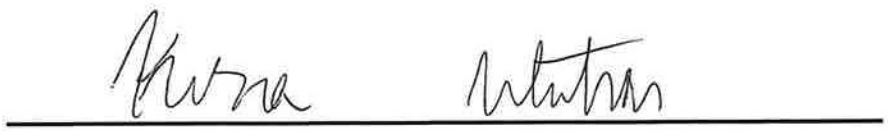
Payment Amount	$400.00	Date Received	5/7/2026	Region	STATE
Payment Type	Charge Card				
Payer	HENDRICKSON, EMILY				

Comments

CHANGE OF OWNERSHIP
WR # 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079
FOR: DELAMAR MINING COMPANY
CHANGE OF OWNERSHIP
WR # 55-4084, 55-4085, 55-4086, 55-4087, 55-4088, 55-4089, 55-4090, 55-4091, 55-4092
FOR: DELAMAR MINING COMPANY
ORDERID: 77654058
LOCAL REFID: 1xckleRs/EmJ0krGIqu40Q==
TOTAL PAID: $411.00(FEEs: $11.00)
AUTH_CODE: 036545
REC DATE: 5/7/2026 11:01:52 AM MDT

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$400.00	OWNERSHIP CHANGES/SECURITY INTERESTS	56140	0229	21		1155



Signature Line (Department Representative)

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 14, 2026

KINROSS DELAMAR MINING COMPANY
PO BOX 52
JORDAN VALLEY OR 97910-0052

RE: Change in Ownership Water Right No(s): 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question. We would need a conveyance document – warranty deed, quitclaim deed, court decree,or other document that includes a legal description of the property and/or water rights if no land is conveyed that following name(s) have full interest in the property or water right.
    - Kindross DeLamar Mining Company

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed. You can provide the requested information by sending to the address above or email to file@idwr.idaho.gov, Attn: Petula Lee.

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)
McCall Barney, Longview Services

COPY

Petula Lee

From: Petula Lee
Sent: Thursday, May 28, 2026 5:14 PM
To: McCall Barney
Subject: RE: FW: Notice of Change in Ownership Water Right No(s): 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079

Dear McCall,

The Warranty Deed is sufficient. I will be processing the change ownership request in the next few business days.

Thank you!
Petula Lee
Technical Records Specialist I
Idaho Department of Water Resources
P: (208) 287-4978
E: petula.lee@idwr.idaho.gov
https://idwr.idaho.gov/



From: Petula Lee
Sent: Friday, May 15, 2026 10:04 AM
To: 'McCall Barney' <longviewservices.us@gmail.com>
Subject: RE: FW: Notice of Change in Ownership Water Right No(s): 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079

Thank you. I will review the attachment below.

Thank you!
Petula Lee
Technical Records Specialist I
Idaho Department of Water Resources
P: (208) 287-4978
E: petula.lee@idwr.idaho.gov

https://idwr.idaho.gov/

IDAHO DEPARTMENT OF
WATER RESOURCES

From: McCall Barney <longviewservices.us@gmail.com>
Sent: Thursday, May 14, 2026 3:22 PM
To: Petula Lee <petula.lee@idwr.idaho.gov>
Subject: Re: FW: Notice of Change in Ownership Water Right No(s): 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Petula,

Attached is the Warranty Deed for the applicable property transfer. Please let me know if this is sufficient.

Thank you,

McCall

On Thu, May 14, 2026 at 11:52 AM Petula Lee <petula.lee@idwr.idaho.gov> wrote:

Dear Ms. Barney,

No, unfortunately not. Letters of Intent and P&S agreements are not acceptable documents. We require a conveyance document. Yes please track down a copy of a warranty deed, if possible.

Thank you!

Petula Lee

Technical Records Specialist I

Idaho Department of Water Resources

P: (208) 287-4978

E: petula.lee@idwr.idaho.gov

https://idwr.idaho.gov/

IDAHO DEPARTMENT OF
WATER RESOURCES

From: McCall Barney <longviewservices.us@gmail.com>
Sent: Thursday, May 14, 2026 11:43 AM
To: Petula Lee <petula.lee@idwr.idaho.gov>; Betts, David <David.Betts@idwr.idaho.gov>
Subject: Re: FW: Notice of Change in Ownership Water Right No(s): 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Hi Petula,

Does the attached document fulfill the identified missing documentation? It includes a purchase and sale agreement.

If you require a copy of the deed itself, I will track it down.

Thank you,

McCall

On Thu, May 14, 2026 at 11:28 AM Petula Lee <petula.lee@idwr.idaho.gov> wrote:

From: Petula Lee
Sent: Thursday, May 14, 2026 11:27 AM
To: 'dlae@integraresources.com' <dlae@integraresources.com>; longviewservice.us@gmail.com
Subject: FW: Notice of Change in Ownership Water Right No(s): 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079

From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Thursday, May 14, 2026 10:27 AM
To: longviewservice.us@gmail.com
Cc: Petula Lee <petula.lee@idwr.idaho.gov>; Betts, David <David.Betts@idwr.idaho.gov>
Subject: Notice of Change in Ownership Water Right No(s): 55-10073, 55-10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079

Re: Kinross Delamar Mining Company

Dear Mr. Barney,

Our offices have received a Notice of Change for Water Right(s) Ownership in the mail and an electronic submission of the supporting documentation.

Please be advised that our office has sent the attached letter above to the Water Right Owner(s) for missing documentation of ownership. If you assist in this matter, that would be greatly appreciated.

Please let me know if you have any questions.

Thank you!

Petula Lee

Technical Records Specialist I

Idaho Department of Water Resources

P: (208) 287-4978

E: petula.lee@idwr.idaho.gov

https://idwr.idaho.gov/



WATER RESOURCES

--

McCall Barney

Landman, Owner

Longview Services

(208) 861-6502

--

McCall Barney
Landman, Owner
Longview Services
(208) 861-6502

IDAHO DEPARTMENT OF
WATER RESOURCES
322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov
Governor Brad Little
Director Mathew Weaver

May 29, 2026

KINROSS DELAMAR MINING CO
PO BOX 52
JORDAN VALLEY OR 97910-0052

Re: Change in Ownership for Water Right No(s): 55-4084, 55-4085, 55-4086, 55-4087, 55-4088, 55-4089, 55-4090, 55-4091, 55-4092, 55-10073, 10074, 55-10075, 55-10076, 55-10077, 55-10078, 55-10079

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 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

COPY