

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



First American Title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	on the following page
COMMITMENT DATE	Schedule A (Page 1)
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED	Schedule A (Page 1)
INTEREST IN THE LAND	Schedule A (Exhibit A)
DESCRIPTION OF THE LAND	on the following page
EXCEPTIONS - PART ONE	Schedule B (inside)
EXCEPTIONS - PART TWO	Schedule B (inside)
REQUIREMENTS (Standard)	on the third page
REQUIREMENTS (Continued)	Requirements (inside)
CONDITIONS	on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A
- The Requirements
- The Exceptions in Schedule B - Parts 1 and 2
- The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (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 aforementioned matters excepted are shown by the public records.

6. 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.

REQUIREMENTS
(Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

CONDITIONS

1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration

clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

First American Title Insurance Company

SCHEDULE A

Second Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Bradley Mercer at (602)954-3644**

Address Reference:
No Situs Address
AZ

Effective Date: January 8, 2016 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA U.S. Policy Form (9-28-91 Rev. 12-3-12) for \$TBD

Proposed Insured:
United States of America

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Swift Current Land & Cattle LLC, an Arizona limited liability company

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

United States of America

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Charlie Davies @ (602)685-7275.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

PARCEL 2:

LOTS 3 AND 4; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE WEST HALF OF THE NORTHWEST OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER; AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPTING AND RESERVING, TO THE UNITED STATES, ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, LYING WITHIN LOT 4 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, AS RESERVED IN THE PATENT TO THE LAND.

PARCEL 3:

THE WEST HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPTING AND RESERVING TO THE UNITED STATES, ALL THE MINERALS IN THE LAND TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, LYING WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, AS RESERVED IN THE PATENT TO THE LAND.

PARCEL 4:

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

PARCEL 5:

THE EAST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

PARCEL 6:

THE WEST HALF OF THE WEST HALF OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

PARCEL 7:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPTING AND RESERVING TO THE UNITED STATES, ALL THE MINERALS IN THE LAND TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT TO THE LAND.

PARCEL 8:

THE WEST HALF; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPTING A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 17 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20;

THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG THE CENTER SECTION LINE OF SAID SECTION 20 FOR A DISTANCE OF 1165.09 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 39.66 FEET ALONG THE ABOVE SAID CENTER SECTION LINE TO A POINT HEREAFTER REFERRED TO AS POINT "A";

THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG THE ABOVE SAID CENTER SECTION LINE FOR A DISTANCE OF 376.27 FEET TO A SET 5/8 INCH REBAR;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 133.54 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B";

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 442.77 FEET TO A SET 5/8 INCH REBAR;

THENCE NORTH 72 DEGREES 29 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 435.98 FEET TO A SET 5/8 INCH REBAR;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 696.04 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 31, 2012 AS 2012-007458, OFFICIAL RECORDS.

AND EXCEPTING AND RESERVING TO THE UNITED STATES, ALL THE MINERALS IN THE LAND TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, LYING WITHIN THE NORTH HALF OF THE NORTHEAST

QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20.

PARCEL 9:

THE NORTH HALF OF THE SOUTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPTING A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 17 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20;

THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG THE CENTER SECTION LINE EOF SAID SECTION 20 FOR A DISTANCE OF 1165.09 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 39.66 FEET ALONG THE ABOVE SAID CENTER SECTION LINE TO A POINT HEREAFTER REFERRED TO AS POINT "A";

THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG THE ABOVE SAID CENTER SECTION LINE FOR A DISTANCE OF 376.27 FEET TO A SET 5/8 INCH REBAR;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE EOF 133.54 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B";

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 442.77 FEET TO A SET 5/8 INCH REBAR;

THENCE NORTH 72 DEGREES 29 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 435.98 FEET TO A SET 5/8 INCH REBAR;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 696.04 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

THE EAST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THAT PORTION THEREOF CONVEYED BY FRANK SMITH COMPANY, A CORPORATION TO ARIZONA RARE METALS COMPANY, A CORPORATION, BY DEED DATED APRIL 7, 1916, RECORDED APRIL 15, 1916, IN BOOK 30 OF DEEDS, PAGE 402, RECORDS OF PINAL COUNTY, ARIZONA; AND

EXCEPT THAT PORTION THEREOF LYING WITHIN THE SANTA CATALINA MILLSITE; AND

EXCEPT THAT PORTION THEREOF LYING WITHIN THE TOWNSITE OF MAMMOTH, ACCORDING TO THE PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA; AND

FURTHER EXCEPT THAT PORTION DESCRIBED AS COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 88 DEGREES 45 MINUTES 05 SECONDS WEST ALONG THE CENTER SECTION LINE A DISTANCE OF 532.18 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED BED;

THENCE SOUTH 36 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 124.13 FEET TO A SET 5/8 INCH STEEL PIN;

THENCE SOUTH 57 DEGREES 29 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 260.64 FEET TO A SET 5/8 INCH STEEL PIN ON THE EAST LINE OF MAMMOTH TOWNSITE;

THENCE NORTH 36 DEGREES 30 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 224.71 FEET ALONG THE EAST LINE OF MAMMOTH TOWNSITE TO A FOUND ONE INCH STEEL PIN;

THENCE NORTH 48 DEGREES 14 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 77.89 FEET ALONG THE EAST LINE OF MAMMOTH TOWNSITE TO A FOUND ONE INCH STEEL PIN;

THENCE NORTH 88 DEGREES 45 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 337.83 FEET TO THE POINT OF BEGINNING; AND

FURTHER EXCEPT THAT PORTION DESCRIBED AS COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 88 DEGREES 45 MINUTES 05 SECONDS WEST ALONG THE CENTER SECTION LINE A DISTANCE OF 532.18 FEET TO A POINT;

THENCE SOUTH 36 DEGREES 30 MINUTES 39 SECONDS EAST A DISTANCE OF 124.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 36 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 307.55 TO A SET 5/8 INCH STEEL PIN ON THE NORTH RIGHT-OF-WAY LINE OF BLUEBIRD STREET;

THENCE SOUTH 53 DEGREES 29 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 260.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF BLUEBIRD STREET TO A FOUND ½ INCH REBAR;

THENCE NORTH 36 DEGREES 30 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 325.74 FEET ALONG THE EAST LINE OF MAMMOTH TOWNSITE TO A SET 5/8 INCH REBAR;

THENCE NORTH 57 DEGREES 29 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 260.64 FEET TO THE POINT OF BEGINNING; AND,

FURTHER EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 01 DEGREES 26 MINUTES 07 SECONDS EAST, A DISTANCE OF 756.29 FEET ALONG THE EAST LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE SOUTH 01 DEGREES 26 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 452.53 FEET ALONG THE EAST LINE OF SAID SECTION 19 TO A POINT;

THENCE NORTH 36 DEGREES 30 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 814.85 FEET ALONG THE EAST LINE OF MAMMOTH TOWNSITE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BLUEBIRD STREET;

THENCE NORTH 53 DEGREES 29 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 260.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF BLUEBIRD STREET TO A POINT;

THENCE SOUTH 36 DEGREES 30 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 444.50 FEET TO THE POINT OF BEGINNING; AND,

FURTHER EXCEPT THAT PORTION DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 31, 2012 AS 2012-007458, OFFICIAL RECORDS.

PARCEL 11:

LOT 1; THE NORTH HALF OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN STATE HIGHWAY 77-177 RIGHT OF WAY; AND

EXCEPT THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 85.86 FEET TO A POINT;

THENCE NORTH 39 DEGREES 54 MINUTES 19 SECONDS EAST A DISTANCE OF 1231.61 FEET TO A POINT;

THENCE SOUTH 63 DEGREES 21 MINUTES 53 SECONDS EAST A DISTANCE OF 1316.37 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE NO. 77;

THENCE SOUTH 16 DEGREES 00 MINUTES 53 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 174.25 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE SOUTHWESTERLY ALONG A SPIRAL TRANSITION CURVE TO THE LEFT HAVING A CORD OF 284.12 FEET AND A CORD BEARING OF SOUTH 15 MINUTES 07 DEGREES 09 MINUTES WEST;

THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST A DISTANCE OF 1844.22 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE SOUTH 69 DEGREES 27 MINUTES 06 SECONDS EAST A DISTANCE OF 849.67 FEET TO A POINT;

THENCE SOUTH 39 DEGREES 54 MINUTES 19 SECONDS WEST A DISTANCE OF 1231.61 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18;

THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 1243.02 FEET TO THE POINT OF BEGINNING; AND

FURTHER EXCEPT THAT PARCEL OF SAID SECTION 18:

BEGINNING AT THE CENTER OF SECTION 18;

THENCE SOUTH 89 DEGREES 52 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 940.24 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4683.66 FEET AND A ARC LENGTH OF 428.49 FEET, BEING SUBTENDED BY A CORD OF NORTH 01 DEGREES 08 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 428.34 FEET;

THENCE SOUTH 85 DEGREES 30 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 202.88 FEET;

THENCE SOUTH 03 DEGREES 22 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 413.57 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 218.00 FEET TO THE TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT A PARCEL OF LAND IN SAID SECTION 18:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 18;

THENCE NORTH 89 DEGREES 44 MINUTES 58 SECONDS EAST 1302.21 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS EAST ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, 827.62 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS EAST 427.50 FEET TO THE WESTERLY RIGHT OF WAY LINE FOR STATE ROUTE 77;

THENCE SOUTHWESTERLY ALONG THE RIGHT OF WAY FOR STATE ROUTE 77 ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4744.57 FEET, PASSING THROUGH A CENTRAL ANGLE OF 04 DEGREES 49 MINUTES 46 SECONDS, AN ARC LENGTH OF 399.91 FEET;

THENCE SOUTH 85 DEGREES 37 MINUTES 00 SECONDS WEST, 202.84 FEET;

THENCE SOUTH 03 DEGREES 22 MINUTES 53 SECONDS WEST, 413.69 FEET TO THE EAST-WEST CENTER LINE OF SAID SECTION 18;

THENCE SOUTH 89 DEGREES 53 MINUTES 28 SECONDS WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 18, 160.58 FEET TO THE TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 1312.20 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18 TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED:

THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 532.02 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 77;

THENCE ALONG A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 4744.57 FEET AND AN ARC LENGTH OF 506.39 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 12 DEGREES 06 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 506.15 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 77;

THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 427.07 FEET ALONG THE NORTH PROPERTY LINE OF THE DIALYSIS CENTER TO A PLASTIC CAP RLS 29869;

THENCE NORTH 00 DEGREES 08 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 494.47 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT THAT PORTION DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 31, 2012 AS 2012-007458, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THE MINERALS IN THE LAND TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT TO THE LAND.

PARCEL 13:

LOTS 2, 3 AND 4; THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT ANY PORTION LYING WITHIN THE STATE ROUTE 77 RIGHT OF WAY.

PARCEL 14:

THE WEST HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

First American Title Insurance Company

**SCHEDULE B
Second Amended**

PART TWO:

1. **DELETED INTENTIONALLY**
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District. (All assessments due and payable are paid.)
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. Terms, covenants and conditions as set forth in instrument recorded in Docket 1987, Page 335.

(Affects Parcel No. 2 and other property)
5. The terms, conditions and provisions contained in the document entitled "Pipe Line License" recorded January 18, 1955 as Docket 117, Page 306.
6. An easement for electric power line and incidental purposes, recorded as Book 54 of Deeds, Page 579 and Page 580.

(Affects Parcel No's. 11 and 13)
7. An easement for electric power line and incidental purposes, recorded as Book 55 of Deeds, Page 347.

(Affects Parcel No's. 11 and 13)
8. An easement for railroad, telephone and telegraph lines and incidental purposes, recorded as Docket 113, Page 473.

(Affects Parcel No. 14 and other property)
9. An easement for public highway and incidental purposes, recorded as Docket 139, Page 463.

(Affects Parcel No's. 11 and 13)
10. An easement for communication lines and incidental purposes, recorded as Docket 184, Page 473.

(Affects Parcel No's. 6 and 8)
11. An easement for pipe line and incidental purposes, recorded as Docket 191, Page 568.

- (Affects Parcel No's. 11 and 13)
12. An easement for roadway purposes and incidental purposes, recorded as Docket 242, Page 104.
(Affects Parcel No. 10)
 13. An easement for roadway and incidental purposes, recorded as Docket 297, Page 319.
(Affects Parcel No. 13 and other property)
 14. An easement for transmission lines and incidental purposes, recorded as Docket 358, Page 574.
(Affects Parcel No's. 8 and 9)
 15. An easement for electric power transmission system and incidental purposes, recorded as Docket 362, Page 595.
(Affects Parcel No. 3)
 16. An easement for electric power transmission line and incidental purposes, recorded as Docket 413, Page 322.
(Affects Parcel No. 11)
 17. An easement for electric lines and incidental purposes, recorded as Docket 686, Page 465.
(Affects Parcel No. 5)
 18. An easement for electric lines and incidental purposes, recorded as Docket 687, Page 292.
(Affects Parcel No. 9)
 19. **DELETED INTENTIONALLY**
 20. An easement for drainage and incidental purposes, recorded as Docket 2076, Page 792.
(Affects Parcel No. 11)
 21. An easement for access road, power transmission site and communications and incidental purposes, recorded as 1999-045692 of Official Records.
(Affects Parcel No's. 7, 8 and 9)
 22. An easement for power line and roadway and incidental purposes, recorded as 2003-065283 of Official Records.
 23. All matters as set forth in Record of Survey, recorded as Book 10 of Surveys, Page 175.
 24. Unpatented Mining Claims as disclosed by documents recorded as 2004-063884 of Official Records and as 2004-065309 of Official Records.

25. **DELETED INTENTIONALLY**

26. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

27. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

28. Water rights, claims or title to water.

29. The right to enter upon said land and prospect for and remove all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within Lot 4 and the Southwest Quarter of the Northwest Quarter of Section 4, Township 9 south, Range 17 east of the Gila and Salt River Base and Meridian, Pinal County, Arizona, as reserved in the patent to the land.

30. The right to enter upon said land and prospect for and remove all the minerals in the land together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within the Southwest Quarter of the Southwest Quarter; the North Half of the Northeast Quarter; the Southeast Quarter of the Northeast Quarter; the Northeast Quarter of the Northwest Quarter; and the North Half of the Northeast Quarter of the Southeast Quarter of Section 33, Township 8 South, Range 17 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, as reserved in the patent to the land.

31. The right to enter upon said land and prospect for and remove all the minerals in the land together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 21, Township 8 South, Range 17 East of the Gila and Salt river Base and Meridian, Pinal County, Arizona as reserved in the patent to the land.

32. The right to enter upon said land and prospect for and remove all the minerals in the land together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within the North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 20, Township 8 South Range 17 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona as reserved in the patent to the land.

33. The right to enter upon said land and prospect for and remove all the minerals in the land together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within the Northwest Quarter; the Southwest Quarter of the Southeast Quarter and the East Half of the Southwest Quarter of Section 17, Township 8 South, Range 17 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, as reserved in the patent to the land.

34. Taxes for the full year of 2016.
(The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017.)

NOTE: Regardless any other statements contained herein if the Requirements shown in this Commitment have not been met within 2 years after the Commitment Date, our obligation under this Commitment will end.

End of Schedule B

First American Title Insurance Company

Second Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. All of 2015 taxes are paid in full.

NOTE: See 17 tax sheets attached.
3. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
4. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Swift Current Land & Cattle LLC, a limited liability company.
5. Approval by all parties to this transaction of the description used herein.
6. Such further requirements as may be necessary after completion of the above.
7. Record Warranty Deed from Swift Current Land & Cattle LLC, an Arizona limited liability company to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
 - b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
 - c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
8. Return to title department for final recheck before recording.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

BOOK - MAP
306-07
T.08S. R.17E.

LOCATION MAPS

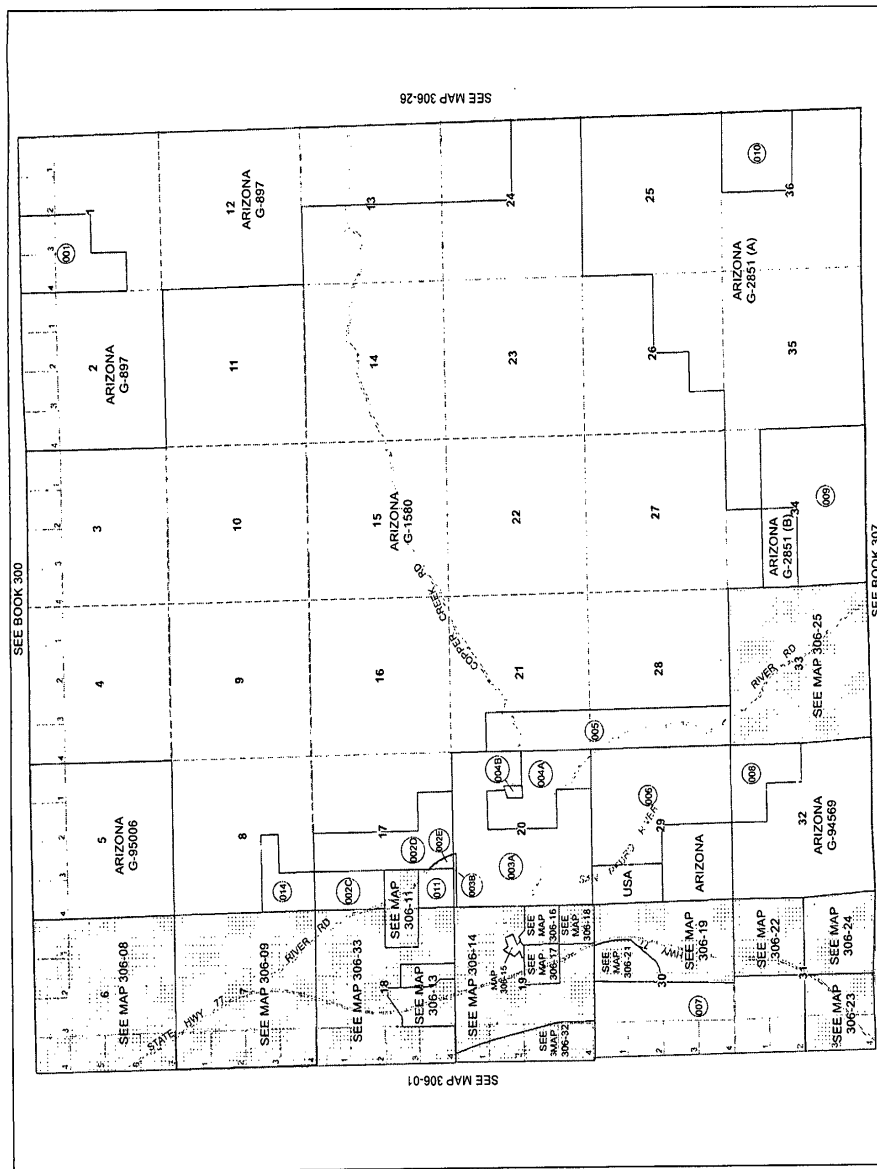
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
18	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

SECTION

Revised: 4/6/2012
By: AHB

PINAL COUNTY
and its agencies
Pinal County Assessor

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THIS MAP IS COMPILED FROM PUBLIC RECORDS AND FIELD SURVEYS. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE PINAL COUNTY ASSESSOR'S OFFICE PURPOSES.



DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

End of Requirements