Docket #1001 Date Filed: 10/01/2026

So Ordered.

Signed this 1 day of October, 2026.

Wendy A. Kinsella

Wendy A. Kinsella
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
VANDERBILT MINERALS, LLC,[1]	Case No. 26-60110 (WAK)
Debtor.	

ORDER AUTHORIZING THE TRANSFER AND ABANDONMENT OF CERTAIN MINING CLAIMS AND RELATED PROPERTIES

Upon the Motion (the "Motion") filed by Vanderbilt Minerals, LLC, as debtor and debtor in possession in the above-captioned case (the "Debtor"), for entry of this order (this "Order") authorizing the Debtor to transfer the Patented California Mining Claims[2] to the CA Transferee, abandon certain remaining mining claims, and, to the extent necessary, assume or reject certain executory contracts or unexpired leases, all as more fully set forth in the Motion; the Motion having

[1] The Debtor is Vanderbilt Minerals, LLC (EIN 13-1432885). The Debtor's noticing address in this chapter 11 case is 33 Winfield Street, Norwalk, Connecticut 06855.

[2] Capitalized terms not defined herein have the meanings given to them in the Motion.

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been filed pursuant to sections 105, 363(b), 554(a), 1107(a), and 1108 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9007 and 9014, and Local Rules 2002-1 and 9013-1; the Court having reviewed the Motion and the supporting declaration, and having considered the statements of counsel and the evidence adduced at a hearing before the Court (the "Hearing"); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion and the Hearing was sufficient under the circumstances; the Court having determined that the legal and factual bases set forth in the Motion, the supporting declaration, and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; after due deliberation and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Purchase and Sale Contract substantially in the form attached hereto as **Exhibit 1** (the "Purchase and Sale Contract") is approved, and the Debtor is hereby authorized to enter into such contract and into any other documents necessary to effectuate the transfer of the Patented California Mining Rights to the CA Transferee.

3. The Debtor is authorized, but not directed, pursuant to section 363(b) of the Bankruptcy Code, to transfer the Patented California Mining Claims to the CA Transferee on the terms set forth in the Purchase and Sale Contract.

4. The transfer of the Patented California Mining Claims shall be free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, with any such liens attaching to the proceeds of the transfer with the same validity, priority, and extent

as existed prior to the transfer; *provided, however,* that nothing in this Order or the Purchase and Sale Contract releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a Governmental Unit that any entity would be subject to as the post-closing owner or operator of the Patented California Mining Claims.

5. The Debtor is authorized, pursuant to section 554(a) of the Bankruptcy Code, to abandon the Unpatented California Mining Claims, including by ceasing to pay the California Maintenance Costs associated therewith.

6. The Debtor is authorized but not required to relinquish the Nevada Mining Claims and cease paying any future Nevada Maintenance Costs in the ordinary course of business; *provided, however,* that the Debtor's relinquishment of the Nevada Mining Claims shall not relieve the Debtor of its Reclamation Obligations with respect to the Nevada Mining Claims.

7. Upon satisfaction of the Reclamation Obligations, or following the transfer of the Nevada Mining Claims in accordance with applicable non-bankruptcy law, the Debtor is authorized pursuant to section 554(a) of the Bankruptcy Code to abandon any remaining interest the Debtor may have in the Nevada Mining Claims and take any other necessary steps to effectuate such abandonment; *provided, however,* that until such time as the Reclamation Obligations are satisfied, nothing in this Order shall be interpreted to release, nullify, preclude, or enjoin the enforcement of any police or regulatory liability that is not a "Claim" as defined in 11 U.S.C. § 101(5) to a Governmental Unit that any entity would be subject to as the owner or operator of the Nevada Mining Claims.

8. To the extent any of the Unpatented Mining Claims are determined to constitute executory contracts or unexpired leases within the meaning of section 365 of the Bankruptcy Code,

the Debtor is authorized to (i) assume the Nevada Mining Claims and (ii) reject the Unpatented California Mining Claims.

9. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the amount of, basis for, or validity of any particular claim against the Debtor under the Bankruptcy Code or other applicable non-bankruptcy law; (ii) a waiver of the Debtor's or any other party in interest's rights to dispute any claim on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) a waiver or limitation of any claims, causes of action, or other rights of the Debtor or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law; or (v) an admission as to the validity, priority, enforceability, or perfection of any lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtor's estate, and the Debtor expressly reserves its rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtor is hereby authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

13. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

# # #

Exhibit 1

Purchase and Sale Contract

PURCHASE AND SALE CONTRACT

Purchaser's Full Name	Mailing Address	Telephone # / E-Mail Address
Western Talc Preservation Trust	1970 N. Leslie Street Number 1036, Pahrump, Nevada 89060	Phone: 703-919-5077 Email: tecopamines@gmail.com

Seller's Full Name	Mailing Address	Telephone # / E-Mail Address
Vanderbilt Minerals, LLC, a Delaware limited liability company (successor by merger to R.T. Vanderbilt Company, Inc., a New York corporation)	33 Winfield Street, Norwalk, CT 06855	Phone: (216) 239.1815 Email: dean.vomero@appliedbusinessstrategy.com

This Purchase and Sale Contract (this "Contract") is made and dated effective as of September 8, 2026, 2026 (the "Effective Date"), by and between **VANDERBILT MINERALS, LLC**, a Delaware limited liability company (successor by merger to R.T. Vanderbilt Company, Inc., a New York corporation) ("Seller") and **WESTERN TALC PRESERVATION TRUST** ("Purchaser"). For good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser hereby agrees to purchase from Seller and Seller agrees to sell and convey to Purchaser the Property (defined below) at the price and on the terms and conditions stated in this Contract.

1. **Description of Property:** The property consists of those certain patented mining claims located in San Bernadino County, California as described with additional detail on Exhibit A attached hereto (the "Property").

2. **Total Purchase Price:** Ten Thousand Dollars ($10,000) (the "Purchase Price"). Upon Closing (defined below), Purchaser shall deliver the Purchase Price to Seller in accordance with the terms of this Contract.

3. **Court Approval**: Seller is a debtor and debtor in possession in the chapter 11 case captioned *In re* Vanderbilt Minerals, LLC, Case No. 26-60110 (the "Bankruptcy Case") before the United States Bankruptcy Court for the Northern District of New York (the "Court"). Seller shall have no responsibility, obligation, or liability under this Contract until it has been approved by the Court, provided that a plan of reorganization in the Bankruptcy Case has not become effective.

4. **Closing:** Closing and transfer of title ("Closing") shall be held at a mutually agreed time and place on a date that is no later than ten (10) business days after Court approval of this Contract. For the avoidance of doubt, the failure of the conditions precedent stated in this Section 4 to occur shall not constitute a default under this Contract. Neither party shall be obligated to extend the date set for Closing.

5. **Seller's Right to Terminate**: If the Court has not approved this Contract within two (2) months of the Contract Date, then Seller may terminate this Contract by providing written notice of termination to Purchaser, and upon Purchaser's receipt of any such notice, this Contract shall terminate.

6. **Financing and Property Inspection Contingencies:** Purchaser's obligation to close under this Contract is not subject to a financing contingency or a property inspection contingency.

7. **"As-Is" Condition of Property:** Purchaser acknowledges and agrees that Purchaser is purchasing the Property in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS," as of the Closing, based solely on Purchaser's own independent inspection, examination, and evaluation of the Property, and not in reliance on any representation, warranty, statement, or information (whether oral or written, express or implied) made or furnished by Seller, any affiliate of Seller, or any agent, broker, employee, or representative purporting to act on Seller's behalf.

   Seller makes no representations or warranties of any kind or nature whatsoever, whether express, implied, statutory, or otherwise, with respect to the Property, including without limitation any representation or warranty as to: (a) the physical condition, quality, or nature of the Property, including the soil, subsoil, and geotechnical condition thereof; (b) the presence, absence, or condition of any hazardous materials in, on, under, or about the Property, or compliance with any environmental laws, including but not limited to the California Health and Safety Code and the Comprehensive Environmental Response, Compensation, and Liability Act; (c) the compliance of the Property with any applicable building codes, zoning ordinances, or other laws, rules, regulations, or orders of any governmental authority, including without limitation the Americans with Disabilities Act and Title 24 of the California Code of Regulations; (d) the value, marketability, merchantability, or fitness of the Property for any particular purpose; (e) the accuracy or completeness of any documents, reports, studies, surveys, or other information furnished to Purchaser with respect to the Property; or (f) any other matter whatsoever relating to the Property. Purchaser expressly waives, releases, and relinquishes any and all rights and benefits Purchaser may now or hereafter have under Section 1542 of the California Civil Code.

   Purchaser acknowledges that the Property has historically been used for mining operations. The Property's historical use creates a reasonable basis to believe that hazardous substances, including naturally occurring hazardous minerals, may be present on, in, or under the Property.

   Purchaser acknowledges that Purchaser has had a full and adequate opportunity to inspect, investigate, and evaluate all aspects of the Property, including its physical, environmental, and legal condition, and that Purchaser is relying solely on such inspections and investigations and the advice of Purchaser's own consultants, engineers, and attorneys in proceeding with the purchase of the Property. This clause shall survive the Closing and shall not merge with the deed or any other instrument of conveyance delivered at Closing.

8. **Payment of Purchase Price:** At or prior to Closing, Purchaser shall pay the Purchase Price to Fidelity National Title Insurance Company, as escrow agent ("Escrow Agent"), by wire transfer or ACH, including any taxes or tax withholding applicable to Purchaser as described on Exhibit C of this Contract, or as required by other applicable law and any other items agreed to in writing by Seller and Purchaser. Escrow Agent shall hold the Purchase Price in escrow and disburse the Purchase Price to Seller in accordance with the joint written instructions of Seller and Purchaser. All fees or charges incurred to enable funds to be paid to Escrow Agent and disbursed to Seller by wire transfer shall be paid for at Closing by Seller.

9. **Deed:** Seller shall deliver to Purchaser at Closing a Quitclaim Deed in substantially the form attached hereto as Exhibit B, conveying title to the Property.

10. **Property Transfer Tax:** Purchaser shall pay any California real property transfer tax and any other taxes due on account of the sale and transfer of the Property as contemplated pursuant to this Contract. At closing, Seller shall complete and file the California PCOR Form in substantially the form attached hereto as Exhibit C.

11. **Default:** If the conditions to Seller's obligation to close are met, Purchaser is not in default, and Seller fails to close, or is otherwise in material default, Purchaser may (a) terminate this Contract by written notice to Seller and Purchaser may pursue all legal and equitable remedies provided by law or in equity, or (b) Purchaser may continue this Contract in effect and initiate an action for specific performance to compel Seller to close.

    If the conditions to Purchaser's obligation to close are met, Seller is not in default, and Purchaser fails to close, or is otherwise in material default, Seller may terminate this Contract by written notice to Purchaser and Seller may pursue all legal and equitable remedies provided by law or in equity (including specific performance).

12. **Mediation of Disputes:** In the event of any dispute or claim arising out of or relating to this Contract, or to the Property, it is agreed that such dispute or claim shall be submitted to mediation prior to the initiation of any lawsuit. The party seeking to mediate such dispute or claim shall provide notice to the other party and thereafter the parties shall reasonably cooperate and agree on the selection of a mediator. Unless otherwise agreed to in writing, the parties shall share the mediator's fee equally. The parties acknowledge and understand that, although utilizing mediation in an effort to resolve any dispute or claim is mandatory under this Contract, the function of the mediator is to assist the parties involved in the mediation in resolving such dispute or claim and not to make a binding determination or decision concerning the dispute or claim. In the event either party initiates a lawsuit without first resorting to mediation as required by this Section, the other party shall be entitled to reimbursement of the reasonable cost of such attorneys' fees or other expenses arising out of such lawsuit until the mediation required by this Section occurs.

13. **Fixtures and Personal Property:** Any fixtures located on the Property as of the date of the Closing shall be deemed to be included in this sale and title thereto shall automatically transfer to Purchaser effective as of Closing.

14. **Effect; Governing Law:** Subject to Court approval, this Contract is for the benefit of and is binding upon Seller and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written, signed addenda and supplemental conditions thereto, contains the entire agreement by and between Seller and Purchaser and supersedes any and all prior agreements, written or oral, regarding the subject matter of this Contract. This Contract shall be governed by the laws of the State of California.

15. **Cooperation:** Commencing on the Effective Date, each party hereto shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Contract, including, without limitation, to obtain any third party approvals or consents, and to sign (and, as applicable, have notarized) at Closing such documents or instruments as may be required to give effect to this Contract.

16. **Modification and Amendment:** No change, modification, amendment, addition or deletion affecting this Contract shall be effective unless in writing and signed by Seller and Purchaser.

17. **Written Notice/Effective Delivery:** Any notice required to be in writing under this Contract (and any addenda or supplemental conditions thereto) must be signed by Seller, Purchaser, or their respective attorneys, by actual or electronic signature that complies with federal and state electronic signature laws. All such notices, other than those sent to the parties' respective attorneys, shall be effective only if sent to the address(es) (including e-mail addresses) set forth in this Contract, by hand, courier, delivery service, U.S. mail, or by a digitally scanned, signed document sent by electronic transmission. E-mails without a digitally scanned, signed document attached shall not be effective notice. In the event notices are sent by hand, courier or delivery service or regular (not

certified) U.S. Mail, such notices shall be effective upon receipt. Text or telephonic notice shall not be effective to satisfy any required notice. Any notices required to be sent to Seller or Purchaser shall be effective if sent to the address of such party set forth on Page 1 of this Contract, subject to change in accordance with the provisions of this Section.

18. **Confidential Information**: Purchaser acknowledges that Seller may, from time to time, provide to the Purchaser documentation or materials relating to the Property or this Contract, including, but not limited to, documentation or materials prepared or held by Seller's counsel, Latham & Watkins LLP (collectively, "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include any documentation or materials available in the public domain other than through a breach of this Contract. Following the Effective Date, Purchaser agrees:

    A. that Seller makes no representations or warranties whatsoever regarding the Confidential Information;

    B. to refrain from providing or distributing Confidential Information to any third parties without Seller's prior express written consent;

    C. to promptly return or destroy Confidential Information upon Seller's request; and

    D. refrain from marketing or discussing the sale of the Property or this Contract with any person other than Purchaser unless and until this Contract is terminated prior to Closing.

    The provisions of this Section 19 shall survive the Closing and the termination of this Contract.

19. **Counterparts:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Contract.

20. **Time is of the Essence:** Time is of the essence with respect to all obligations and undertakings of Seller and Purchaser under this Contract including the times for providing all notices required to be given. Failure to act within the time period required shall constitute a breach of this Contract or waiver of the contingency or condition sought to be exercised.

21. **Assignment:** This Contract shall not be assigned by Purchaser without the express written consent of Seller, which may be granted or withheld in Seller's sole discretion. For purposes of this Section 21 a change of control of Purchaser (regardless if direct or indirect) shall be considered an assignment requiring Seller's consent. This Contract shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors, and permitted assigns.

22. **Waiver of Jury Trial:** SELLER AND PURCHASER EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY IN CONNECTION HEREWITH. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR SUCH PARTY TO ENTER INTO THIS CONTRACT, THAT SUCH PARTY HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS CONTRACT, AND THAT SUCH PARTY WILL CONTINUE TO RELY ON THIS WAIVER IN ITS FUTURE DEALINGS WITH THE OTHER PARTY. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS CONTRACT AND IN THE MAKING OF

THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS WAIVER IS IRREVOCABLE AND SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS CONTRACT. IN THE EVENT OF LITIGATION, THIS CONTRACT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. This provision shall survive the Closing or any earlier termination of this Contract.

23. **Severability:** If any term, covenant, condition, or provision of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, and provisions of this Contract, and the application thereof to any person or circumstance other than the one held to be invalid, void, or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

24. **Entire Agreement:** This Contract, together with all exhibits and schedules attached hereto, constitutes the entire agreement between Seller and Purchaser with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to the Property. There are no representations, warranties, covenants, or agreements between the parties with respect to the subject matter hereof other than those expressly set forth in this Contract.

25. **Waiver:** No waiver by either party of any breach or default by the other party under this Contract shall be deemed a waiver of any other or subsequent breach or default, whether of a similar or different nature. No waiver shall be effective unless made in writing and signed by the party against whom the waiver is sought to be enforced. The failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or remedy available under this Contract, shall not be construed as a waiver of such provision, right, or remedy, and each party shall continue to have the right to insist upon strict performance of every provision of this Contract.

26. **No Third-Party Beneficiaries:** This Contract is entered into solely for the benefit of Seller and Purchaser and their respective permitted successors and assigns. Nothing in this Contract, express or implied, is intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

[*Signature Pages Follow*]

PURCHASER:

WESTERN TALC PRESERVATION TRUST

Signed by:
By: Ross Dykman for Western Talc Preservation Trust
9D7DDFA975194DD...
Name: Ross Dykman for Western Talc Preservation Trust
Its: Trustee

SELLER:

VANDERBILT MINERALS, LLC, a Delaware limited liability company

Signed by:
By: Dean Vomero
D94F2FB1270744C...
Name: Dean Vomero
Its: CRO

EXHIBIT A

LEGAL DESCRIPTION

Patented Mining Claims

TALC NO. 4, TALC NO. 3, TALC GLASS, TALC MINE, SNOW GOOSE NO. 1, SNOW GOOSE NO. 2, and SNOW GOOSE NO. 3 Lode Mining Claims, designated as Mineral Survey No. 5730, embracing a portion of, approximately, Sections 32 and 33, Township 20 North, Range 8 East, and Section 4, Township 19 North, Range 8 East, SBM, in the Resting Springs Mining District, San Bernardino County, California, as more particularly described in that certain Patent granted by the United States of American to Tropico Potteries, Incorporated, dated October 5, 1928, and recorded on December 14, 1928 in Book 444, Page 157 of the Official Records of San Bernardino County, California.

APN: APN 0546-381-02
TRA: TRA 55004

EXHIBIT B

FORM QUITCLAIM DEED

RECORDING REQUESTED BY AND AFTER RECORDING, RETURN TO:
Western Talc Preservation Trust
1970 N. Leslie Street Number 1036
Pahrump, Nevada 89060

MAIL TAX STATEMENTS TO:
Western Talc Preservation Trust
1970 N. Leslie Street Number 1036
Pahrump, Nevada 89060

(Above Space For Recorder's Use Only)

The undersigned grantor declares under penalty of perjury that the following is true and correct:

Documentary transfer tax is $[●], computed on the full value of the property conveyed. The property is located in the unincorporated area of San Bernadino County.

QUITCLAIM DEED

APN: APN 0546-381-02
TRA: TRA 55004

Date: [____], 2026

The undersigned Grantor, **VANDERBILT MINERALS, LLC**, a Delaware limited liability company (successor by merger to R.T. VANDERBILT COMPANY, INC., a New York corporation), hereby conveys and quitclaims to Grantee, **WESTERN TALC PRESERVATION TRUST**, for and in consideration of the sum of Ten Thousand Dollars ($10,000) and other good and valuable consideration, the Grantor's entire interest in and to those certain patented mining claims more particularly described in **Exhibit A**, attached to and by this reference incorporated in this Quitclaim Deed (the "**Property**"). The Property is being conveyed to Grantee without representation or warranty, on an as-is, where-is basis, subject to all (i) matters of record, (ii) real and personal property taxes, (iii) matters that would be shown by a current, accurate survey of the Property and/or a physical inspection thereof, (iv) rights of way, easements, encroachments, encumbrances, licenses and other similar matters, and (v) the terms and conditions of the vesting instrument related to the mining claims being hereby conveyed.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor has executed and delivered this Quitclaim Deed to Grantee as of the date first written above.

GRANTOR:

VANDERBILT MINERALS, LLC, a Delaware limited liability company

By:_____
Name:
Its:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, 2026 before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description

Patented Mining Claims

TALC NO. 4, TALC NO. 3, TALC GLASS, TALC MINE, SNOW GOOSE NO. 1, SNOW GOOSE NO. 2, and SNOW GOOSE NO. 3 Lode Mining Claims, designated as Mineral Survey No. 5730, embracing a portion of, approximately, Sections 32 and 33, Township 20 North, Range 8 East, and Section 4, Township 19 North, Range 8 East, SBM, in the Resting Springs Mining District, San Bernardino County, California, as more particularly described in that certain Patent granted by the United States of American to Tropico Potteries, Incorporated, dated October 5, 1928, and recorded on December 14, 1928 in Book 444, Page 157 of the Official Records of San Bernardino County, California.

APN: APN 0546-381-02
TRA: TRA 55004

EXHIBIT C

FORM CALIFORNIA PCOR

BOE-502-A (P1) REV. 19 (05-25)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

Assessor-Recorder-County Clerk
San Bernardino County
222 W. Hospitality Lane, 4th Floor
San Bernardino, CA 92415-0311
arc.sbcounty.gov
909-387-8307 or 1-877-885-7654

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

Ross Dykman for Western Talc Preservation Trust
1970 N. Leslie st #1036
Pahrump, NV 89060

ASSESSOR'S PARCEL NUMBER

SELLER/TRANSFEROR

BUYER'S DAYTIME TELEPHONE NUMBER
(703) 919-5077

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

☐ YES ☒ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO | DAY | YEAR

☐ YES ☒ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS) | CITY | STATE | ZIP CODE

PART 1. TRANSFER INFORMATION

Please complete all statements.
This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

☐ ☒ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.

☐ ☒ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.

☐ ☐ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO
Is this a family farm? ☐ YES ☐ NO

☐ ☒ * D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☒ * E. This transaction is to replace a principal residence owned by a person 55 years of age or older.

☐ ☒ * F. This transaction is to replace a principal residence by a person who is severely disabled.

☐ ☒ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.

☐ ☒ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: _____

☐ ☒ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☒ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____

☐ ☒ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

L. This is a transfer of property:

☐ ☐ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☒ 2. to/from an irrevocable trust for the benefit of the
☒ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☒ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☒ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☒ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.

☐ ☒ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.

☒ ☐ Q. Other. This transfer is to Maintain and preserve the remains of a mining location that is historically significant.

* Please refer to the instructions for Part 1. **Please provide any other information that will help the Assessor understand the nature of the transfer.**

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

BOE-502-A (P2) REV. 19 (05-25)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

☒ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)

☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____ ☐ Boundary Adjustment

☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____

Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____

☐ Other. Please explain: _____

C. Only a partial interest in the property was transferred. ☐ YES ☐ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $_____

B. Cash down payment or value of trade or exchange excluding closing costs Amount $_____

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate

☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____

☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller

☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number:

☐ Direct from seller ☐ From a family member-Relationship _____

☐ Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

_____

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

☐ Single-family residence
☐ Multiple-family residence. Number of units: _____
☐ Other. Description: (i.e., timber, mineral, water rights, etc.)
_____
☐ Co-op/Own-your-own
☐ Condominium
☐ Timeshare
☐ Manufactured home
☐ Unimproved lot
☐ Commercial/Industrial

B. ☐ YES ☐ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: $_____ Incentives $ _____

C. ☐ YES ☐ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: $_____

☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☐ NO The property produces rental or other income.

If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____

E. The condition of the property at the time of sale was: ☐ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE ( )
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

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ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed a nd all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

> "**Beneficial interest**" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A "**cosigner**" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

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C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner,* form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

> **"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

> **"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

> A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

> An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.