



First American Title Company of South Dakota

801 MT. RUSHMORE ROAD, SUITE 100, RAPID CITY, SOUTH DAKOTA 57701-3541

P.O. Box 8181, Rapid City, SD 57709-8181

TELE: 605-348-4200 FAX: 605-341-6880

SAM BENNE
President / Owner

MITCH LaFLEUR
VP / Owner

MEMORANDUM OF CHARGES

Account No.:

File No.: 00091620

Date April 28, 2009

Customer: **Jim Strain & Associates**
500 West Blvd.
Rapid City, SD 57701
Attn: Jim Strain
Ph:342-0922/Cell:390-3516
Email: jstrain@enetis.net

Brief Legal: **Bertha and Aurora Lode Mining Claims, designated as Survey No. 2137 A and B**
Property Address: **Norris Peak Road, Rapid City, SD 57702**
Reference: **To Be Determined**

Amount of Insurance		Transactions	Charges
\$0.00 - Owners	Owner's Policy	1	
\$0.00 - Mortgagee's	Mortgagee's Policy	2	
	Endorsements	3	
	Escrow Fee	4	
	Deed Preparation	5	
	Recording Fee	6	
	Multiple Chain Charge	7	
	Ownership & Encumbrances Report	8	
	TOTAL CHARGES		0.00

THIS IS NOT AN INVOICE

FIRST AMERICAN TITLE COMPANY OF SOUTH DAKOTA, LLC.

PRIVACY POLICY NOTICE

Purpose of Notice

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

Applicability and Types of Information

This Privacy Policy governs our use of the information which 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. Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on a applications, forms and in other communications to us whether in writing, in person, by telephone or other means,
- Information about your transactions with us, our affiliated companies, or others.
- Information we receive from a consumer reporting agency, and
- Information that we receive from others involved in your transaction, such as real estate agent or lender.

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 or to nonaffiliated companies. Such 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.

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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



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 Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

The Commitment is based on the land titles 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. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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If you have any questions about the Commitment, please contact the issuing office.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment 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 this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-II.

The Conditions on Page 3 of Jacket.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers and this Commitment will become valid when countersigned by a validating officer or authorized signatory as of the Commitment Date shown on Schedule A.

First American Title Insurance Company



BY: _____

Curt S. Johnson

PRESIDENT

Attest: _____

Trinity H. Heng

SECRETARY

COUNTERSIGNED BY: _____

Min to the

First American Title Insurance Company

COMMITMENT SCHEDULE A

1. Effective Date: April 7, 2009 at 7:30 A.M.

File Number: 00091620

2. Policy or policies to be issued:

a. 2006 ALTA Owner's Policy

Amount \$TO COME

Proposed Insured: To Be Determined

b. None

Amount \$

Proposed Insured:

c. None

Amount \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the **Fee Simple** estate or interest in the Land is at the Effective Date vested in :

GCC DACOTAH, INC., a South Dakota corporation

5. The Land referred to in this Commitment is described as follows:

Bertha and Aurora Lode Mining Claims, designated as Survey No. 2137 A and B, embracing portions of Sections 19, 20 and 29 in Township 2 North of Range 6 East of the Black Hills Meridian, Pennington County, South Dakota;

AND

TOGETHER with Easement granted by the United States of America, acting by and through the Forest Service, Department of Agriculture, to the County of Pennington, as set forth in instrument recorded February 10, 1982, in Book 17, Page 6818.

First American Title Company of South Dakota L.L.C.
801 Mt. Rushmore Road Ste 100, P.O. Box 8181, Rapid City, SD 57701
(605) 348-4200 / FAX (605) 341-6880

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

SCHEDULE B - SECTION I

Requirements

The following are the requirements to be complied with:

- Item a) Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- Item b) Pay us the premiums, fees and charges for the Policy.
- Item c) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- Item d) Release(s) or Satisfaction(s) of the items on SCHEDULE B - Section II (Exceptions) which are not to appear on the policy.
- Item e) Provide us with property address(es).
- Item f) Exceptions 2 through 7 in SCHEDULE B - Section II (Exceptions) will be eliminated in the ALTA Extended Coverage Policy if you give us the following:
 - 1. Any off record leases, options or any other agreements affecting the land.
 - 2. Affidavit, Agreement and Lien Guaranty.
 - 3. Provide this Company with a Resolution signed by the board of directors of GCC DACOTAH, INC., a South Dakota corporation authorizing the sale of subject property and stating who has the authority to execute all documents relating thereto.
 - 4. If extended coverage on an Owner's Policy is desired, an additional premium may be charged and we must be given a survey satisfactory to us.
- Item g) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
 - 1. To Be Determined

NOTE: All documents must state the name, address and phone number of preparer; a certificate of real estate value must accompany all deeds and contracts. Any instruments executed by a bank **must** have a corporate seal affixed. If corporate seal is not affixed to instruments executed by other corporations, provide this company with evidence that officer(s) executing was authorized.

SCHEDULE B - SECTION II

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. 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.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
7. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
8. 2009 taxes and assessments, a lien, not yet due or payable.
9. 2008 real estate tax in the amount of \$5,134.12, a lien, now due and payable but not yet delinquent. The tax identification number is 53904.
10. The provisions and reservations contained in the Patent recorded November 6, 1943, in Patent Book N, Page 479, as follows:
 1. That the premises hereby conveyed shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs and decisions of the courts. And there is reserved from the lands hereby granted a right of way hereon for ditches or canals constructed by the authority of the United States.
 2. That in the absence of necessary legislation by Congress, the Legislature of South Dakota may provide rules for working the mining claim or premises hereby granted, involving easements, drainage and other necessary means to the complete development thereof.
11. Statutory section line right-of-way 33 feet on either side of all section lines affecting Bertha and Aurora Lodes, Mineral Survey No. 2137 A and B, pursuant to SDCL, Chapter 31-18.

SCHEDULE B-Section II - continued

File No. 00091620

12. Access and access rights, except as may be provided by revocable license through Forest Service roads. Access to the land is limited to an easement (a non-exclusive easement), and is not a fee interest. Such access is subject to the terms and conditions of the (non-exclusive) Easement recorded February 10, 1982, in Book 17, Page 6818.
13. Subject to the terms of the Paid-Up Mineral Lease, dated March 16, 2001, by and between the State of South Dakota, acting by and through the South Dakota State Cement Plant Commission, d/b/a Dacotah Cement, Lessor, and GCC Dacotah, Inc., Lessee, which leases to the Lessee among other things, certain property, rights and interests retained by Lessor including its entire right and interest in all minerals of whatsoever nature, including but not limited to oil, gas, natural gas, hydrocarbons, geothermal resources, gravel, sand, clay, limestone, asphaltum, coal, uranium, plutonium, gold, silver, metals, and other like substances or any other valuable deposits, whether now or hereafter known, in, on, or under that may be produced from said real property, together with the right of ingress and egress to prospect for, mine, and remove the same, as set forth in instrument recorded March 16, 2001, in Book 88, Page 8583.
14. Title Company may have further requirements and/or make additional exceptions upon determination of To Be Determined Insured.

If there are any questions concerning this Commitment, please call **Tucker Handcock** at **(605) 348-4200**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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 your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II 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 (a) and (c) of Schedule B - Section I 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 shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy 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 claim, 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.