DOC # 0141244

06/05/2012

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Record

Recording requested By PILOT GOLD (USA) INC.

Lincoln County - NV - Recorder Leslie Boucher

Fee: \$43.00

Page 1 of 5 Recorded By: LB

Book- 271 Page- 0546



When recorded, please return to:

Pilot Gold (USA) Inc. 1031 Railroad Street, #110 Elko, Nevada 89801 Attention: Vance Spalding

The undersigned hereby affirm that this document does not contain the personal information of any person.

ASSIGNMENT OF MINING LEASE AND AGREEMENT

THIS ASSIGNMENT OF MINING LEASE AND AGREEMENT (the "Assignment") is made and entered into effective as of June 4^{μ} , 2012, by and between Gold Summit Corporation, U.S.A., a Nevada corporation ("GSC"), whose address is 970 Coughlin Crossing, Suite 100, Reno, Nevada 89519, and Pilot Gold (USA) Inc., a Delaware corporation, whose address is 1031 Railroad Street, #110, Elko, Nevada 89801 ("Assignee").

- GSC is the lessee under that Mining Lease and Agreement between Nevada Eagle A. Resources, LLC and GSC dated May 13, 2002 (as amended, the "Lease"), covering certain unpatented mining claims in Lincoln County, Nevada, as more particularly described in Schedule I attached hereto and incorporated herein by reference (the "Leased Property").
- B. GSC wishes to assign and delegate, and Assignee wishes to acquire and assume, all of GSC's rights and obligations under the Lease.

NOW THEREFORE, for and in consideration of the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

- 1. Transfer and Assignment. GSC hereby transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts the transfer, conveyance, assignment and delivery of all of GSC's right, title and interest in and to the Lease. The parties hereby acknowledge and agree that the Leased Property is burdened by the obligation to pay a production royalty to the lessor under the Lease.
- 2. Assumption. Assignee hereby assumes and agrees to be bound by all of the terms and conditions of the Lease and shall undertake all of GSC's liabilities and obligations of any kind related to the Lease and the Leased Property accruing from and after the date of this Assignment.

- 3. <u>Successors and Assigns</u>. The terms of this Assignment shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada, other than its rules as to conflicts of law.
- 5. <u>Headings</u>. The headings contained in this Assignment are for purposes of convenience only and shall not affect the meaning or interpretation of this Assignment.
- 6. <u>Counterparts</u>. This Assignment may be executed in two counterparts which together shall constitute a single, original instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their authorized representatives as of the date first written above.

GOLD SUMMIT CORPORATION, U.S.A., a

Nevada corporation

PILOT GOLD (USA) Inc., a Delaware corporation

By: Stephen Dunn

Its: Vice President

By:

Its: Preside-

PROVINCE OF ONTARIO)) ss. CITY OF TORONTO)

The foregoing instrument was acknowledged before me on this $\frac{31}{6}$ day of $\frac{100}{100}$, 2012, by Stephen Dunn as Vice President of Gold Summit Corporation, U.S.A., a Nevada corporation.

Witness my hand and official seal.



K MANNO Notary Public

My Commission expires:

MA

STATE OF <u>Nevada</u>

COUNTY OF EIKO

The foregoing instrument was acknowledged before me on this 5 day of June, 2012, by Vance Stalding as President of Pilot Gold (USA) Inc., a Delaware corporation.

Witness my hand and official seal.

JULIE EAKLOR
NOTARY PUBLIC
STATE OF NEVADA
by Commission Expires: 10-31-15
Certificate No: 11-8029-8

) ss.

Notary Public

My Commission expires:

10/31/15

[SEAL]

Schedule I

The following unpatented lode mining claims in Sections 7, 13 and 18, Township 1 North, Range 71 East, Lincoln County, Nevada:

Claim Name	Claim Owner	County Recording Information (Instrument No.)	BLM NMC
GBM 12	Nevada Eagle Resources, LLC	116516	823995
GBM 13	Nevada Eagle Resources, LLC	116517	823996
GBM 14	Nevada Eagle Resources, LLC	116518	823997
GBM 17	Nevada Eagle Resources, LLC	116519	823998
GBM 18	Nevada Eagle Resources, LLC	116520	823999
GBM 19	Nevada Eagle Resources, LLC	116521	824000
GBM 20	Nevada Eagle Resources, LLC	116522	824001

