



After recording please return to:  
Gold Springs, LLC  
~~2755 S. Locust Street, Suite 117~~ 6746 S. Revere Pkwy, Ste #  
Denver, Colorado 80112 Centennial, CO 80112

The undersigned certifies that this document  
contains no social security numbers:

**MEMORANDUM OF LEASE AGREEMENT**

**THIS MEMORANDUM** to give notice of a Lease Agreement (the "Agreement")

effective as of the 25 day of October, 2017,

by which **LYNETTE TAYLOR**, a single woman, whose address is 6050 Huasna  
Townsite Road, Arroyo Grande, California 93420 (as the "Lessor"),

granted certain rights to

**GOLD SPRINGS, LLC**, a Nevada limited liability company, whose address is  
~~2755 S. Locust Street, Suite 117, Denver, Colorado 80112~~ (as the "Lessee")  
6746 S Revere Pkwy., Ste # 120 Centennial, CO 80112

under the following terms and conditions:

**1. Grant**

The Lessor leased certain patented lode mining claims to the Lessee (more particularly described in the attached Exhibit A, and described as the "Property", including all minerals of every kind or description, including metallic and non-metallic minerals (the "Leased Substances"), surface rights, easements and rights-of-way pertaining or appurtenant to the Property, exclusively unto Lessee, its successors and assigns, subject, however, to the rights of inspection retained by the Lessor. The rights of the Lessee are detailed in the Agreement but are subject to the restriction that the Lessee shall not use the surface of the Property to deposit waste, overburden, surface stripping and other materials from mining, mineral processing or treatment operations on the Property except under such conditions as may be approved in advance by Lessor. Further, the Agreement does not lease or grant to Lessee any right to consume or use the water resources on or appurtenant to the Property and or the water rights owned by Lessor.



## 2. Term

Unless sooner terminated under the termination provisions of the Agreement, the term of the Agreement is for an initial term of thirty (30) years commencing on the Effective Date, and for so long thereafter as Lessee is conducting mining or mineral processing operations on the Property or continuing to make the rental and minimum royalty payments required under the terms of the Agreement.

## 3. Payments to Lessor

By the terms of the Agreement, the Lessee is required to make certain payments of rent and advance royalty to the Lessor, together with a production royalty that is due after commencement of production of Leased Substances from the Property, the Lessee shall pay Lessor a Production Royalty based on the Net Smelter Returns ("NSR") from Minerals produced from the Property. The base Production Royalty percentage rate is three percent (3%). The Production Royalty percentage rate is increased: (i) if the average price per troy ounce of gold for the calendar quarter is greater than \$1,800.00, the Production Royalty percentage rate shall be three and one-half percent (3.5%); and (ii) if the average price per troy ounce of gold for the calendar quarter is greater than \$2,000.00, the Production Royalty percentage rate shall be four percent (4.0%). The Lessee has the right and option, exercisable at any time prior to the commencement of commercial production on the Property, to buy out the second increase in the NSR, for a sum specified in the Agreement and payable within 60 days from and after commencement of commercial production. For purposes of this option, "commencement of commercial production" shall mean the operation of a processing facility at not less than 50% of design capacity for 30 days or the shipment of ore from the Property to a treatment facility at the announced initial production rate for 30 days.

Under the terms of the Agreement, NSR is defined to mean the entire proceeds received from the smelter, refinery, reduction works, or other purchase or user from the sale or other disposition of Leased Substances produced from the Property, less, but only to the extent actually incurred and borne by the Lessee:

- (1) all actual charges and costs, including insurance, for transportation of Leased Substances (including concentrates and doré) from the Lessee's processing facility at or near the Property to the place of sale, whether transported by the Lessee or a third party;
- (2) all actual charges, costs, deductions, and penalties for smelting and refining of the Minerals (including any umpire charges) after the Minerals leave the Lessee processing facility at or near the Property. If ores or concentrates are smelted or refined at a smelter or other facility owned, operator, or controlled by the Lessee or treated on a toll basis for the Lessee, the selling price shall be computed in the above manner with deductions for all charges and items of cost equivalent to the deductions extended in arms-length transactions, and in any



case, not more than charges that would be made at the nearest treatment facility otherwise available; and

(3) in the case of any sale of raw ore, the NSR shall be based on the contained metal value recovered from the ore and Lessee's allowable transportation charges shall be limited those incurred after the concentrates or dore produced from the ore leaves the place of processing.

#### **4. Obligations of Lessee**

By the terms of the Agreement, the Lessee is responsible for all costs associated with maintaining the Property as described in the Agreement and shall bear all costs incurred with respect to its operations thereunder. The Lessee is required to indemnify the Lessor against and hold Lessor harmless from any suit, claim, judgment or demand of a third party whatsoever arising out of negligence on the part of Lessee in the exercise of any of its rights pursuant to the Agreement, provided that if the act or omission of Lessor or any person authorized to act on Lessor's behalf is determined by arbitration or legal action to have been a contributing cause to the event giving rise to such suit, claim, demand or judgment, Lessee and Lessor shall be responsible to the extent that each contributed to the cause giving rise to such suit, claim, demand or judgment as determined by judgment entered in any action brought by the third party. Lessee shall maintain insurance to support the indemnification required by this Agreement in an amount fixed in the Agreement. The Lessee is required to pay all taxes levied against its equipment, facilities and improvements on the Property together with all ad valorem taxes assessed against the Property and shall, in addition, pay all taxes related to production of Leased Substances from the Property.

#### **5. Assignment**

By the terms of the Agreement, the Lessee may not assign, convey, encumber, sublease, grant any concession, or license or otherwise transfer to a third party (each a "Transfer") all or any part of its interest in the Agreement or the Property, without, in each case, the Lessor's prior written consent, which shall not be withheld unreasonably. Lessor is required to respond to Lessee's request for consent within ten (10) days following Lessor's receipt of Lessee's request, and if Lessor does not timely inform Lessee that Lessor does not consent to the proposed Transfer, Lessor shall be deemed to have approved the Transfer. Each transferee of any interest in the Agreement is required to execute and deliver an instrument by which the transferee agrees to assume and perform the obligations of the assignor under the Agreement.

#### **6. Copies of the Agreement**

Copies of the Agreement are in the possession of the parties at the addresses indicated in the recitals.



SIGNED, effective as of the date recited above.

LESSOR:

LESSEE:

Lynette Taylor  
Lynette Taylor

GOLD SPRINGS, LLC

By: Randal Lee Moore  
on behalf of  
Tri Metals Mining Inc,  
Manager

STATE OF CALIFORNIA )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing Memorandum of Lease Agreement was executed before me, the undersigned notary public, this \_\_\_\_\_ day of October, 2017, by Lynette Taylor, a single woman.

see attached.

\_\_\_\_\_  
Notary Public

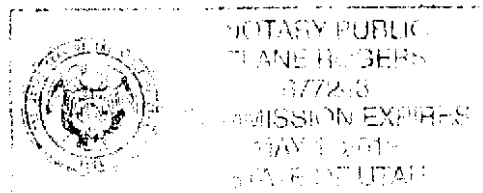
My commission expires:

Utah  
STATE OF ~~COLORADO~~ )  
Cedar City, UTAH ) ss.  
~~City and County of Denver~~ )  
IRON COUNTY

The foregoing Memorandum of Lease Agreement was executed before me, the undersigned notary public, this 07 day of ~~October~~<sup>November</sup>, 2017, by Randal Lee Moore, the authorized agent of the Manager of Gold Springs LLC, a Nevada limited liability company, for and on behalf of the company.

Chau Regan  
Notary Public

My commission expires: May 1, 2018





**EXHIBIT A**

The following patented lode mining claims are situated in the Eagle Valley Mining District, Lincoln County, Nevada, and situated in portions of Sections 19 and 30, Township 1 North, Range 17 East, Mt. Diablo Meridian, and more particularly described as follows:

Homestake No. 1, Amended Homestake No. 2, Amended Homestake No. 3, Amended Homestake No. 4, Homestake No. 5 and Amended Deerlodge lode mining claims, included within Mineral Survey No. 3897, patented under United States Mineral Patent No. 279182, dated June 24, 1912, and containing 104.139 acres, and which property is designated as a portion of parcel number 12-080-12 of the Lincoln County Assessor's Office.

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**CALIFORNIA ALL-PURPOSE 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 California

County of San Luis Obispo

On 10/26/2017  
DATE

before me, Ashley Marie Toste, a notary public

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Lynette Taylor

NAME(S) OF SIGNER(S)

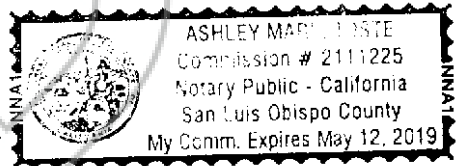
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Ashley Marie Toste*  
SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE