

RECORDED AT THE REQUEST OF, AND  
AFTER RECORDING PLEASE RETURN TO:  
Daniel A. Jensen  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, UT 84111

LINCOLN COUNTY, NV	<b>2021-160712</b>
\$37.00	
RPTT:\$0.00 Rec:\$37.00	<b>06/23/2021 04:02 PM</b>
PARR BROWN GEE AND LOVELESS	Pgs=15 AK
<b>OFFICIAL RECORD</b>	
<b>AMY ELMER, RECORDER</b>	E08

APN: N/A (unpatented mining claims)

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

**MINING DEED**  
(With Reservation of Royalty)

This Mining Deed (“Deed”) is made effective as of June 22, 2021, by and between TONKIN SPRINGS LLC, a Delaware limited liability company whose address is c/o McEwen Mining Inc., Suite 2800 – 150 King Street West, Toronto, Ontario M5H 1J9 Canada (“Grantor”), and NEVGOLD USA INC., a Nevada corporation whose address is c/o 1271881 B.C. Ltd., Suite 910 – 800 West Pender Street, Vancouver, British Columbia V6C 2V6 Canada (“Grantee”).

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee (individually, a “Party,” and collectively, the “Parties”) undertake and agree as follows:

1. Conveyance of Mining Claims. Grantor hereby transfers, conveys and assigns to Grantee the unpatented mining claims described in **Exhibit 1** attached hereto and by reference made a part hereof (the “Claims”), which Claims are located in Lincoln County, Nevada, together with any improvements located thereon, any ores, minerals, stockpiles, waste dumps, tailings materials and mineral rights thereon, therein or belonging thereto, and any water rights, easements, rights-of-way, access rights and other appurtenances thereto; RESERVING, however, unto Grantor and its successors the Royalty and related rights set forth in Section 2 hereof. This Deed is meant to and shall also convey any after-acquired right, title and interest of Grantor in and to the Claims.
2. Reservation of Royalty. Grantor hereby reserves, and Grantee hereby agrees to pay, a nonparticipating net smelter returns production royalty on any sale of minerals from the Claims by Grantee, to be determined and paid in accordance with the provisions of **Exhibit 2** attached hereto and by reference made a part hereof (the “Royalty”), which Royalty shall run with the Claims (including any amendments, relocations, replacements, modifications or conversions of the Claims) and shall be binding upon Grantee and its successors in title. The rate of the Royalty (“Royalty Rate”) shall be two and one-half percent (2.5%).
3. Royalty Reduction Rights. Grantee and its successors shall have the right (the “First Royalty Reduction Right”), exercisable at any time in their sole and absolute discretion, to permanently reduce the Royalty Rate from 2.5% to 2.0% (the “First Reduced Royalty Rate”).

Grantee and its successors shall have the subsequent right (the "Second Royalty Reduction Right"), exercisable in their sole and absolute discretion at any time after the First Royalty Reduction Right has been exercised, to permanently reduce the Royalty Rate from 2.0% to 1.5% (the "Second Reduced Royalty Rate"). Grantee and its successors shall have the subsequent right (the "Third Royalty Reduction Right"), exercisable in their sole and absolute discretion at any time after the Second Royalty Reduction Right has been exercised, to permanently reduce the Royalty Rate from 1.5% to 1.0% (the "Third Reduced Royalty Rate"). To exercise the First Royalty Reduction Right, Grantee or its successors must deliver to Grantor or its successors written notice of such exercise, and must within seven days thereafter wire to an account to be designated by Grantor or its successors the sum of Five Hundred Thousand U.S. Dollars (US\$500,000) in immediately available funds (the "First Royalty Reduction Payment"). Upon the timely receipt of (i) such notice and (ii) the First Royalty Reduction Payment, the Royalty shall thenceforth become payable at the First Reduced Royalty Rate and, except for the reduction in the Royalty Rate, all other provisions of this Deed shall remain the same if and after the First Royalty Reduction Right is exercised by Grantee or its successors. To exercise the Second Royalty Reduction Right, Grantee or its successors must deliver to Grantor or its successors written notice of such exercise, and must within seven days thereafter wire to an account to be designated by Grantor or its successors the sum of Five Hundred Thousand U.S. Dollars (US\$500,000) in immediately available funds (the "Second Royalty Reduction Payment"). Upon the timely receipt of (i) such notice and (ii) the Second Royalty Reduction Payment, the Royalty shall thenceforth become payable at the Second Reduced Royalty Rate and, except for the reduction in the Royalty Rate, all other provisions of this Deed shall remain the same if and after the Second Royalty Reduction Right is exercised by Grantee or its successors. To exercise the Third Royalty Reduction Right, Grantee or its successors must deliver to Grantor or its successors written notice of such exercise, and must within seven days thereafter wire to an account to be designated by Grantor or its successors the sum of Seven Hundred Fifty Thousand U.S. Dollars (US\$750,000) in immediately available funds (the "Third Royalty Reduction Payment"). Upon the timely receipt of (i) such notice and (ii) the Third Royalty Reduction Payment, the Royalty shall thenceforth become payable at the Third Reduced Royalty Rate and, except for the reduction in the Royalty Rate, all other provisions of this Deed shall remain the same if and after the Third Royalty Reduction Right is exercised by Grantee. For the avoidance of doubt, any Royalty payments made by Grantee or its successors shall not be credited toward the First Royalty Reduction Payment, the Second Royalty Reduction Payment or the Third Royalty Reduction Payment.

4. Underlying Agreement. This Deed is given in accordance with and pursuant to that certain Asset Purchase and Sale Agreement dated as of December 14, 2020 among Grantor, McEwen Mining Inc., Ticup LLC and 1271881 B.C. Ltd. (the "Agreement"), the terms and conditions of which shall survive the execution and delivery of this Deed, including without limitation all warranties contained in the Agreement. In the event of any conflict between the terms of this Deed and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

5. Governing Law. This Deed shall be construed in accordance with and governed by the laws of the State of Nevada without regard for choice of laws or conflict of laws principles that would require or permit the application of the laws of any other jurisdiction. Both Parties irrevocably consent to the exclusive jurisdiction of the courts of the State of Nevada or the federal

district court for the District of Nevada, as may be applicable, in respect of any actions arising hereunder.

6. Authority. Each Party represents and warrants that (a) it has undertaken and obtained whatever corporate or company formalities, approvals and actions are necessary to enter into and be bound by this Deed and (b) the person signing this Deed on its behalf has full and proper authority to do so.

7. Binding Effect. This Deed shall inure to the benefit of and be binding upon the Parties and their respective successors.

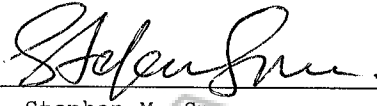
8. Counterparts. This Deed may be executed in counterparts, which taken together shall constitute a single and complete instrument.

IN WITNESS WHEREOF, the Parties have caused this Deed to be executed by their duly authorized representatives on the dates indicated in the acknowledgements below but effective as of the date first set forth above.

*[Signature page follows]*

Grantor:

TONKIN SPRINGS LLC, a Delaware limited liability company

By   
Name Stephan M. Spears  
Title Secretary and Treasurer

Grantee:

NEVGOLD USA INC., a Nevada corporation

By \_\_\_\_\_  
Brandon Bonifacio, President




Grantor:

TONKIN SPRINGS LLC, a Delaware limited liability company

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Grantee:

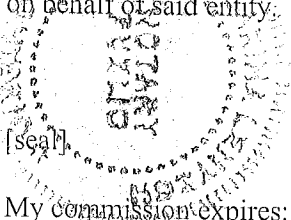
NEVGOLD USA INC., a Nevada corporation

By  \_\_\_\_\_  
Brandon Bonifacio, President



STATE/PROVINCE OF ONTARIO )  
 ) ss.  
COUNTY/MUNICIPALITY OF WELLINGTON )

On this 18th day of June, 2021, personally appeared before me, a Notary Public, Stephan M. Spears, the Secretary and Treasurer of TONKIN SPRINGS LLC, a Delaware limited liability company, who acknowledged that he or she executed the above instrument on behalf of said entity.



My commission expires:  
n.a.

[Signature] # Carina Lentsch  
NOTARY PUBLIC, residing in

County of Wellington  
Province of Ontario  
LSO # 604981

PROVINCE OF BRITISH COLUMBIA )  
 ) ss.  
MUNICIPALITY OF VANCOUVER )

On this \_\_\_\_\_ day of June, 2021, personally appeared before me, a Notary Public, Brandon Bonifacio, the President of NEVGOLD USA INC., a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said entity.

[seal]

NOTARY PUBLIC, residing in \_\_\_\_\_

My commission does not expire

STATE/PROVINCE OF British Columbia )  
 ) ss.  
COUNTY/MUNICIPALITY OF Vancouver )

On this 17<sup>th</sup> day of June, 2021, personally appeared before me, a Notary Public, \_\_\_\_\_, the \_\_\_\_\_ of TONKIN SPRINGS LLC, a Delaware limited liability company, who acknowledged that he or she executed the above instrument on behalf of said entity.

[seal]

\_\_\_\_\_  
NOTARY PUBLIC, residing in \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

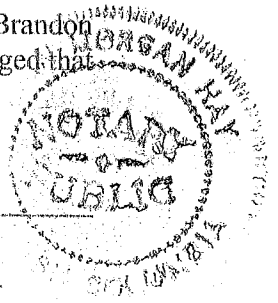
PROVINCE OF BRITISH COLUMBIA )  
 ) ss.  
MUNICIPALITY OF VANCOUVER )

On this 17<sup>th</sup> day of June, 2021, personally appeared before me, a Notary Public, Brandon Bonifacio, the President of NEVGOLD USA INC., a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said entity.

[seal]

J. Morgan Hay  
\_\_\_\_\_  
NOTARY PUBLIC, residing in Vancouver

My commission does not expire

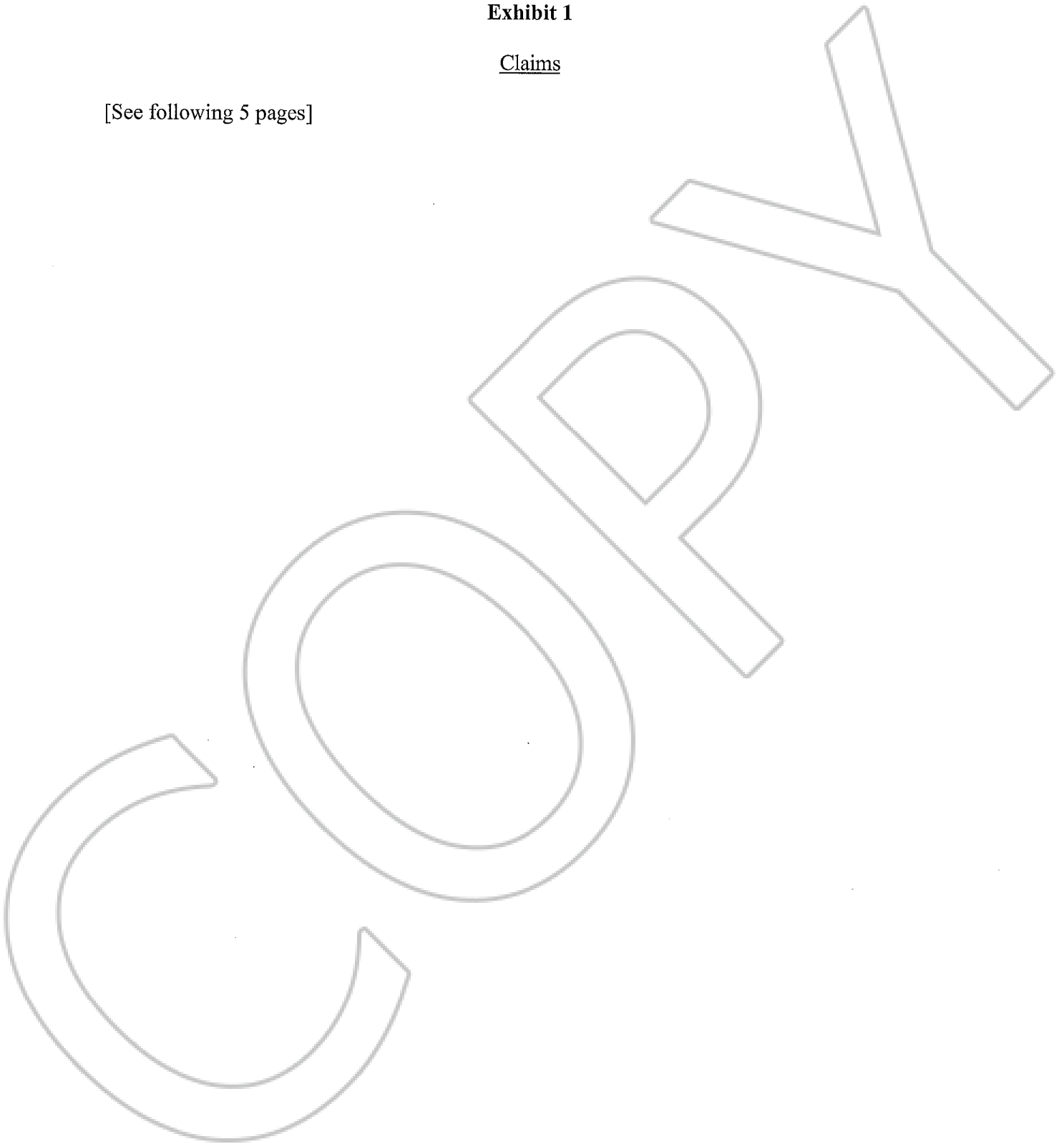


**J. MORGAN HAY**  
*Barrister & Solicitor*  
**MAXIS LAW CORPORATION**  
Suite 910, 800 West Pender Street  
Vancouver, BC V6C 2V6  
Phone: 604.685.6100 Fax: 604.692.4900

**Exhibit 1**

Claims

[See following 5 pages]





**Exhibit A**  
**Cedar Wash Project 239 Claims (CW)**  
**Lincoln County, Nevada**  
**Claimant/Owner: Tonkin Springs LLC**

count	Claim Name	BLM NMC Serial #	Lincoln County Recording
1	CW 17	1125944	149668
2	CW 18	1125945	149669
3	CW 19	1125946	149670
4	CW 20	1125947	149671
5	CW 21	1125948	149672
6	CW 22	1125949	149673
7	CW 23	1125950	149674
8	CW 24	1125951	149675
9	CW 25	1125952	149676
10	CW 26	1125953	149677
11	CW 27	1125954	149678
12	CW 28	1125955	149679
13	CW 29	1125956	149680
14	CW 30	1125957	149681
15	CW 31	1125958	149682
16	CW 32	1140432	151071
17	CW 34	1140434	151073
18	CW 36	1140436	151075
19	CW 38	1140438	151077
20	CW 40	1140440	151079
21	CW 42	1140442	151081
22	CW 44	1140444	151083
23	CW 46	1140446	151085
24	CW 48	1140448	151087
25	CW 49	1140449	151088
26	CW 50	1140450	151089
27	CW 51	1140451	151090
28	CW 52	1140452	151091
29	CW 53	1140453	151092
30	CW 54	1140454	151093
31	CW 55	1140455	151094
32	CW 56	1140456	151095
33	CW 57	1140457	151096
34	CW 58	1140458	151097
35	CW 59	1140459	151098
36	CW 60	1140460	151099
37	CW 61	1140461	151100
38	CW 62	1140462	151101
39	CW 63	1140463	151102
40	CW 64	1140464	151103
41	CW 65	1140465	151104
42	CW 66	1140466	151105
43	CW 67	1140467	151106
44	CW 68	1140468	151107

**RECEIVED**  
**JUL 06 2020**  
**BLM NVSO IAC**

count	Claim Name	BLM NMC Serial #	Lincoln County Recording
45	CW 69	1140469	151108
46	CW 70	1140470	151109
47	CW 71	1140471	151110
48	CW 72	1140472	151111
49	CW 73	1140473	151112
50	CW 74	1140474	151113
51	CW 75	1140475	151114
52	CW 76	1140476	151115
53	CW 77	1140477	151116
54	CW 79	1141062	151216
55	CW 80	1141063	151217
56	CW 81	1141064	151218
57	CW 82	1141065	151219
58	CW 83	1141066	151220
59	CW 84	1141067	151221
60	CW 85	1141068	151222
61	CW 86	1141069	151223
62	CW 87	1141070	151224
63	CW 88	1141071	151225
64	CW 89	1141072	151226
65	CW 90	1141073	151227
66	CW 91	1141074	151228
67	CW 92	1141075	151229
68	CW 93	1141076	151230
69	CW 94	1141077	151231
70	CW 95	1141078	151232
71	CW 96	1141079	151233
72	CW 97	1141080	151234
73	CW 98	1141081	151235
74	CW 99	1141082	151236
75	CW 100	1141083	151237
76	CW 101	1141084	151238
77	CW 102	1141085	151239
78	CW 103	1141086	151240
79	CW 104	1141087	151241
80	CW 105	1141088	151242
81	CW 106	1141089	151243
82	CW 107	1141090	151244
83	CW 108	1141091	151245
84	CW 109	1141092	151246
85	CW 110	1141093	151247
86	CW 111	1141094	151248
87	CW 112	1141095	151249
88	CW 113	1141096	151250
89	CW 114	1141097	151251
90	CW 115	1141098	151252
91	CW 116	1141099	151253
92	CW 117	1141100	151254
93	CW 118	1141101	151255

RECEIVED  
JUL 06 2020  
BLM NVSO IAC

count	Claim Name	BLM NMC Serial #	Lincoln County Recording
94	CW 119	1141102	151256
95	CW 120	1141103	151257
96	CW 121	1141104	151258
97	CW 122	1141105	151259
98	CW 123	1141106	151260
99	CW 124	1141107	151261
100	CW 125	1141108	151262
101	CW 126	1141109	151263
102	CW 127	1141110	151264
103	CW 128	1141111	151265
104	CW 129	1141112	151266
105	CW 130	1141113	151267
106	CW 131	1141114	151268
107	CW 132	1141115	151269
108	CW 133	1141116	151270
109	CW 134	1141117	151271
110	CW 135	1141118	151272
111	CW 136	1141119	151273
112	CW 137	1141120	151274
113	CW 138	1141121	151275
114	CW 139	1141122	151276
115	CW 140	1141123	151277
116	CW 141	1141124	151278
117	CW 142	1141125	151279
118	CW 143	1141126	151280
119	CW 144	1141127	151281
120	CW 145	1141128	151282
121	CW 146	1141129	151283
122	CW 147	1141130	151284
123	CW 148	1141131	151285
124	CW 149	1141132	151286
125	CW 150	1141133	151287
126	CW 151	1141134	151288
127	CW 152	1141135	151289
128	CW 153	1141136	151290
129	CW 154	1141137	151291
130	CW 155	1141138	151292
131	CW 156	1141139	151293
132	CW 157	1141140	151294
133	CW 158	1141141	151295
134	CW 159	1141142	151296
135	CW 160	1141143	151297
136	CW 161	1141144	151298
137	CW 162	1141145	151299
138	CW 163	1141146	151300
139	CW 164	1141147	151301
140	CW 165	1141148	151302
141	CW 166	1141149	151303
142	CW 167	1141150	151304

RECEIVED  
JUL 06 2020  
BLM NVSO IAC

count	Claim Name	BLM NMC Serial #	Lincoln County Recording
143	CW 168	1141151	151305
144	CW 169	1141152	151306
145	CW 170	1141153	151307
146	CW 171	1141154	151308
147	CW 172	1141155	151309
148	CW 173	1141156	151310
149	CW 174	1141157	151311
150	CW 175	1141158	151312
151	CW 176	1141159	151313
152	CW 177	1141160	151314
153	CW 178	1141161	151315
154	CW 179	1141162	151316
155	CW 180	1141163	151317
156	CW 181	1141164	151318
157	CW 182	1141165	151319
158	CW 183	1141166	151320
159	CW 184	1141167	151321
160	CW 185	1141168	151322
161	CW 186	1141169	151323
162	CW 187	1141170	151324
163	CW 188	1141171	151325
164	CW 189	1141172	151326
165	CW 190	1141173	151327
166	CW 191	1141174	151328
167	CW 192	1141175	151329
168	CW 193	1141176	151330
169	CW 194	1141177	151331
170	CW 195	1141178	151332
171	CW 196	1141179	151333
172	CW 197	1141180	151334
173	CW 198	1141181	151335
174	CW 199	1141182	151336
175	CW 200	1141183	151337
176	CW 201	1141184	151338
177	CW 202	1141185	151339
178	CW 203	1141186	151340
179	CW 204	1141187	151341
180	CW 205	1141188	151342
181	CW 206	1141189	151343
182	CW 207	1141190	151344
183	CW 208	1141191	151345
184	CW 209	1141192	151346
185	CW 210	1141193	151347
186	CW 211	1141194	151348
187	CW 212	1141195	151349
188	CW 213	1141196	151350
189	CW 214	1141197	151351
190	CW 215	1141198	151352
191	CW 216	1141199	151353

RECEIVED  
JUL 06 2020  
BLM NVSO IAC

count	Claim Name	BLM NMC Serial #	Lincoln County Recording
192	CW 217	1141200	151354
193	CW 218	1141201	151355
194	CW 219	1141202	151356
195	CW 220	1141203	151357
196	CW 221	1141204	151358
197	CW 222	1141205	151359
198	CW 223	1141206	151360
199	CW 224	1141207	151361
200	CW 225	1141208	151362
201	CW 226	1141209	151363
202	CW 227	1141210	151364
203	CW 228	1141211	151365
204	CW 229	1141212	151366
205	CW 230	1141213	151367
206	CW 231	1141214	151368
207	CW 232	1141215	151369
208	CW 233	1141216	151370
209	CW 234	1141217	151371
210	CW 235	1141218	151372
211	CW 237	1141220	151374
212	CW 239	1141222	151376
213	CW 241	1141224	151378
214	CW 243	1141226	151380
215	CW 245	1141228	151382
216	CW 247	1141230	151384
217	CW 249	1141232	151386
218	CW 251	1141234	151388
219	CW 253	1141236	151390
220	CW 255	1141238	151392
221	CW 257	1141240	151394
222	CW 259	1141242	151396
223	CW 261	1141244	151398
224	CW 263	1141246	151400
225	CW 265	1141248	151402
226	CW 267	1141250	151404
227	CW 269	1141252	151406
228	CW 532	1141515	151669
229	CW 533	1141516	151670
230	CW 534	1141517	151671
231	CW 535	1141518	151672
232	CW 536	1141519	151673
233	CW 537	1141520	151674
234	CW 539	1141522	151676
235	CW 541	1141524	151678
236	CW 567	1141550	151704
237	CW 568	1141551	151705
238	CW 569	1141552	151706
239	CW 570	1141553	151707

RECEIVED  
JUL 06 2020  
BLM NVSO IAC



## Exhibit 2

### Royalty

1. "Net Smelter Returns" means the proceeds actually received, or deemed to have been received in the case of refined gold and silver as described in Section 1.a below, from the sale or deemed sale of minerals produced from the Claims, less the charges described in Section 1.b below.

a. If Grantee sells refined gold or silver from the Claims, Grantee will be deemed to have received proceeds from the sale thereof equal to the number of ounces of refined gold or silver from the Claims returned to Grantee's account during the calendar quarter multiplied in the case of gold by the average daily afternoon LBMA Gold Price (formerly known as the London Bullion Brokers P.M. Gold Fixing) during such calendar quarter and in the case of silver by the average of the daily Handy & Harmon Noon Silver Quotation during the calendar quarter. The average price for a calendar quarter shall be determined by dividing the sum of all daily prices posted during the calendar quarter by the number of days that prices were posted. The posted price shall be obtained from the *Wall Street Journal*, *Reuters*, *E&MJ* or other industry-accepted source. Grantee shall have the right to market and sell to third parties refined gold and silver in any manner it chooses, including the sale of such refined gold and silver on the commodity market. In this regard, Grantor shall have no right to participate in any gains and/or profits or obligation to suffer any losses accruing to Grantee as a result of forward sales, options trading, commodities futures trading or similar transactions.

b. Charges to be deducted from proceeds in determining Net Smelter Returns are the following:

(1) all costs, charges and expenses paid or incurred by Grantee for treatment in the smelting and refining processes (including handling, processing, interest and provisional settlement fees, sampling, assaying and representation costs, penalties and other processor deductions);

(2) all costs, charges and expenses paid or incurred by Grantee for transportation of the mined substance from the Claims to the place or places of treatment and thence to the place or places of sale (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation);

(3) sales and brokerage costs on the mined substance for which the Royalty is payable; and

(4) sales, use, severance, net proceeds of mine, and ad valorem taxes applicable under local, state and federal law and any other tax or governmental levy or fee relating to the mined substance for which the Royalty is payable (other than taxes based upon income).

2. Royalties shall accrue quarterly (based on calendar quarters) and shall become due and payable by Grantee on the last day of the month following the end of each quarter. All Royalty payments shall be calculated on the basis of and paid in United States Dollars. Royalty payments shall be accompanied by pertinent information in sufficient detail to explain the calculation of the Royalty payment.

3. All statements for royalties rendered to Grantor by Grantee during any quarter shall conclusively be presumed to be true and correct after one year following the end of such quarter unless within said one-year period Grantor takes written exception thereto and makes a claim on Grantee for adjustment. No adjustment favorable to Grantee shall be made unless the claim therefor is made within the same prescribed period.

4. Grantor, upon notice in writing to Grantee, shall have the right to audit Grantee's accounts and records relating to the amount, method of calculation and payment of the Royalty for any calendar quarter within the one-year period following the end of such calendar quarter; provided, however, the making of any audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in the preceding paragraph. All audits shall be conducted by Grantor at the office of Grantee where the relevant books and records are maintained and shall be conducted at Grantor's cost and expense during normal business hours.

5. Grantee shall have the right to mine and process amounts of ore reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the Claims and the minerals therein without incurring any obligation to make Royalty payments, unless such ore is actually sold by Grantee.

6. Grantee shall have the right to commingle ore removed from the Claims or products derived therefrom after treatment, with other ore or products, before or after concentration or beneficiation, so long as the data necessary to determine the weight, grade and recoverability of both the ore removed from the Claims or products derived therefrom and the ore or products with which it is commingled are obtained by Grantee. Grantee shall then use that data to determine Grantor's interest in minerals extracted from ores or products so mixed. Such data and determinations shall be acquired and completed in accordance with generally accepted industry practices.

7. Nothing in this instrument shall impose any obligation or covenant, express or implied, upon Grantee to commence or conduct or continue any exploration, development, mining or other operations upon or in connection with the Claims, it being understood by the Parties that Grantee shall have sole discretion to determine the technical and economic feasibility, timing, nature, manner, method, rate and extent of commencing, conducting and continuing any such operations.

8. For payment and communication purposes, the addresses of the Parties shall be as set forth in the first paragraph of this Deed. All notices and communications regarding this Deed shall be in writing and shall be effective upon receipt after personal delivery (including delivery by express courier service) or delivery by certified or registered mail to such addresses. Either Party may, by notice to the other given as aforesaid, change its address for future payments and notices.

*[The remainder of this page is intentionally left blank]*

# STATE OF NEVADA DECLARATION OF VALUE

**1. Assessor Parcel Number (s)**

- a) N/A (unpatented mining claims)
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

**2. Type of Property:**

- |  |              |                             |                 |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/>            | Vacant Land  | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/>            | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex        |
| e) <input type="checkbox"/>            | Apt. Bldg.   | f) <input type="checkbox"/> | Comm'l/Ind'l    |
| g) <input type="checkbox"/>            | Agricultural | h) <input type="checkbox"/> | Mobile Home     |
| i) <input checked="" type="checkbox"/> | Other        |                             |                 |

<b>FOR RECORDERS OPTIONAL USE ONLY</b>
Notes: _____
_____

**3. Total Value/Sales Price of Property:**

Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_

Transfer Tax Value: \$ \_\_\_\_\_

Real Property Transfer Tax Due: \$ 0.00

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: 8
- b. Explain Reason for Exemption: Unpatented mining claims

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *David Flower* Capacity Attorney for Grantee

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

(REQUIRED)

Print Name: Tonkin Springs LLC

Address: Suite 2800, 150 King Street West

City: Toronto

State: ON Zip: M5H 1J9

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Nevgold USA Inc.

Address: Suite 910, 800 West Pender Street

City: Vancouver

State: BC Zip: V6C 2V6

**COMPANY/PERSON REQUESTING RECORDING**

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Parr Brown Gee & Loveless Escrow # N/A

Address: 101 South 200 East, Suite 700

City: Salt Lake City State: UT Zip: 84111