

**Official Record**Recording requested By  
ERWIN & THOMPSONEureka County - NV  
Mike Rebaleati - Recorder

Fee: \$25.00

Page 1 of 12

RPT:

Recorded By: FS

Book- 0476 Page- 0312



0212434

Assessor's Parcel No. n/a

Recorded at the request of  
and when recorded return to:Carlin Gold US Inc.  
c/o Thomas P. Erwin  
Erwin & Thompson LLP  
P.O. Box 40817  
Reno, NV 89504*The undersigned affirms that this document contains no Social Security numbers.*

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**Deed With Reservation of Royalty**

This Deed With Reservation of Royalty ("Deed") is made by and between Lincoln Gold Corporation, a corporation continued under the Canada Business Corporations Act ("Owner"), to Carlin Gold US Inc., a Nevada corporation ("Carlin").

**Recitals**

A. Owner and Carlin are parties to the Purchase Agreement JDS and LGC Mining Claims dated effective August 28, 2008 (the "Agreement"), concerning the JDS and LGC unpatented lode mining claims situated in Eureka County, Nevada, more particularly described in Exhibit A attached to and by this reference incorporated in this Deed (collectively the "Royalty Property"), in accordance with which Owner agreed to sell to Carlin all of Owner's right, title and interest in and to the Royalty Property, subject to Owner's reservation of the production royalty (the "Royalty") and other obligations described in this Deed.

B. Owner and Carlin have closed the purchase and sale of the Royalty Property in accordance with the Agreement.

In consideration of the parties' rights and obligations under the Agreement, the parties agree as follows:

1. **Conveyance.** Owner grants, bargains and sells to Carlin, and its assigns and successors forever, the Royalty Property, except and subject to Owner's reserved Royalty and the parties' rights and obligations under this Deed.

2. **Royalty.** Owner grants, reserves and retains to itself, and Owner's assigns and successors forever, and Carlin agrees and covenants to pay to Owner, and Owner's assigns and successors, a nonexecutive, nonparticipating and nonworking production royalty based on the Net Smelter Returns from the production or sale of Minerals from the Royalty Property,

calculated in accordance with the provisions of Exhibit 1 attached to and by this reference incorporated in this Deed. The Royalty percentage rate for the production or sale of Minerals from the Royalty Property shall be two percent (2%) of the Net Smelter Returns. Owner grants to Carlin and Carlin shall have the option and right to purchase one-half (1/2) of the Royalty representing one percent (1%) of the Net Smelter Returns for the price of Five Hundred Thousand Dollars (\$500,000.00) for each increment of the Royalty representing one-half (1/2) of one percent (1%) of the Net Smelter Returns. If Carlin elects to exercise the option, it shall notify Owner in writing. Within thirty (30) days after Owner's receipt of Carlin's notice, the parties shall close the transfer of the portion of the Royalty which Carlin has elected to purchase. Carlin shall deliver the purchase price for the Royalty and Owner shall execute and deliver to Carlin a conveyance of the portion of the Royalty which Carlin has elected to purchase in a form approved by Carlin and acceptable for recording under the laws of the State of Nevada. On closing of Carlin's purchase of a portion of the Royalty, the Royalty will be reduced accordingly on and after the closing date.

**2.1 Burden on Royalty Property.** The Royalty shall burden and run with the Royalty Property, including any amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Royalty Property. On amendment, conversion to a lease or other form of tenure, relocation or patenting of any of the unpatented mining claims which comprise all or part of the Royalty Property, Carlin agrees and covenants to execute, deliver and record in the office of the recorder in which all or any part of the Royalty Property is situated an instrument by which Carlin grants to Owner the Royalty and subjects the amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to all of the burdens, conditions, obligations and terms of this Deed.

**2.2 Payment of Royalty.** Carlin shall calculate and pay the Royalty monthly in accordance with the provisions of Exhibit 1. If Carlin does not timely pay the Royalty, Owner may give written notice to Carlin that Carlin is in default of its obligations under this Deed, and unless within five (5) business days following receipt by Carlin of such notice Owner receives the delinquent Royalty payment, then Carlin shall pay interest on the delinquent payment at the statutory interest rate which shall accrue from the date the delinquent Royalty payment was due to the date of payment of the Royalty and accrued interest.

**2.3 Production Records.** Carlin shall keep true and accurate accounts, books and records of all of its activities, operations and production of minerals on the Royalty Property.

**2.4 Delivery of Payments.** Carlin shall deliver the payments under this Deed to Owner by check or wire transfer to an account designated by them.

**2.5 Lesser Interest.** If Owner owns an interest in the Royalty Property which is less than the entire and undivided estate in the Royalty Property and the Royalty payments shall be reduced proportionately in accordance with the nature and extent of Owner's interest so that the

Royalty payments shall be paid to Owner only in the proportion that Owner's interest bears to the entire and undivided estate in the portion of the Royalty Property from which Minerals are produced. Such reduction shall in no way be construed as a measure of damages that may be suffered by Carlin or to in any way limit the rights of Carlin to seek the other remedies available to it.

**3. Commingling.** Carlin shall have the right to commingle Minerals from the Royalty Property with minerals mined from other properties. Before Carlin commingles any Minerals produced from the Royalty Property with minerals from other properties, the Minerals produced from the Royalty Property and other properties shall be measured and sampled in accordance with sound mining and metallurgical practices for metal, commercial minerals and other appropriate content. Carlin shall keep detailed accounts and records which show measures, assays of metal, commercial minerals, and other appropriate content and penalty substances, and gross metal content of the Minerals. From this information, Carlin shall determine the amount of the Royalty due and payable to Owner for Minerals produced from the Royalty Property commingled with minerals from other properties.

**4. Inspections.** Owner, or its authorized agents or representatives, may enter upon all surface and subsurface portions of the Royalty Property for the purpose of inspecting the Royalty Property and all improvements and operations on the Royalty Property, as well as inspecting and copying all accounts and records, including without limitation such accounts and records which are maintained electronically, pertaining to all activities and operations on or relating to the Royalty Property, the improvements or operations.

**5. Compliance with Laws, Reclamation, Environmental Obligations and Indemnities.**

**5.1 Compliance with Laws.** Carlin shall at all times comply with all applicable federal, state and local laws, regulations and ordinances relating to Carlin's activities and operations on or relating to the Royalty Property.

**5.2 Reclamation, Environmental Obligations and Indemnities.** Carlin shall perform all reclamation required under federal, state and local laws, regulations and ordinances relating to Carlin's activities or operations on or relating to the Royalty Property. Carlin shall defend, indemnify and hold harmless Owner from and against any and all actions, claims, costs, damages, expenses (including attorney's fees and legal costs), liabilities and responsibilities arising from or relating to Carlin's activities or operations on or relating to the Royalty Property, including those under laws, regulations and ordinances intended to protect or preserve the environment or to reclaim the Royalty Property. Carlin shall have no liability or responsibility to reclaim or remediate any conditions existing on the Property before the effective date of the Agreement. Carlin's obligations under this Section shall survive the abandonment, surrender or transfer of the Royalty Property.

**6. Tailings and Residues.** All tailings, residues, waste rock, leached materials and other

materials resulting from Carlin's operations and activities on the Royalty Property shall be Carlin's sole property, but shall remain subject to the Royalty if they are processed or reprocessed and Carlin receives revenues from such processing or reprocessing.

**7. Title Maintenance.** Carlin shall pay the federal annual mining claim maintenance fees for the unpatented mining claims which comprise the Royalty Property for the annual assessment year September 1, 2008, to September 1, 2009, and shall record a notice of intent to hold the claims in accordance with Nevada Law.

**8. General Provisions.**

**8.1 Conflict.** If a conflict arises between the provisions of this Deed and the provisions of the Agreement, the provisions of the Agreement shall prevail.

**8.2 Entire Agreement.** This Deed and the Agreement constitute the entire agreement between the parties.

**8.3 Additional Documents.** The parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Deed.

**8.4 Binding Effect.** All of the covenants, conditions, and terms of this Deed shall bind and inure to the benefit of the parties and their successors and assigns.

**8.5 No Partnership.** Nothing in this Deed shall be construed to create, expressly or by implication, a joint venture, mining partnership or other partnership relationship between the parties.

**8.6 Governing Law.** This Deed is to be governed by and construed under the laws of the State of Nevada.

**8.7 Arbitration.** All disputes arising from or relating from this Deed, including any dispute concerning the enforcement or construction of this Deed, shall be decided and determined by arbitration in accordance with Chapter 38 of the Nevada Revised Statutes and, as applicable, the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Reno, Nevada.

**8.8 Notices.** Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed



delivered the next day.

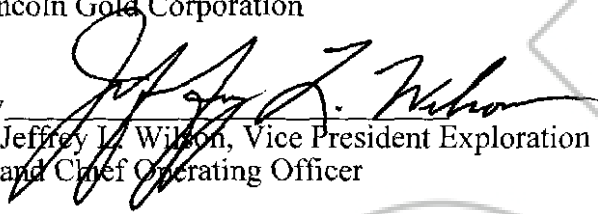
If to Owner: Lincoln Gold Corporation  
325 Tahoe Drive  
Carson City, NV 89703

If to Carlin : Carlin Gold US Inc.  
c/o Thomas P. Erwin  
P.O. Box 40817  
Reno, NV 89504

This Deed is effective August 28, 2008 regardless of the date on which the parties execute this Deed.

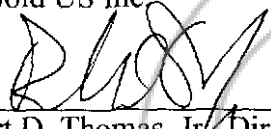
Lincoln Gold Corporation

By

  
Jeffrey L. Wilson, Vice President Exploration  
and Chief Operating Officer

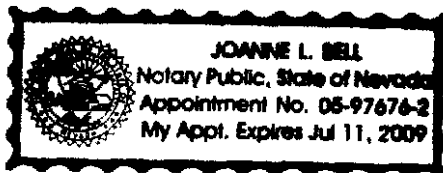
Carlin Gold US Inc.

By

  
Robert D. Thomas, Jr., Director

20802.002 Deed Lincoln 082908

STATE OF NEVADA            )  
  SS.  
COUNTY OF WASHOE        )

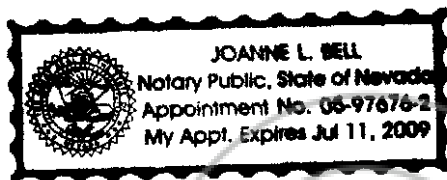


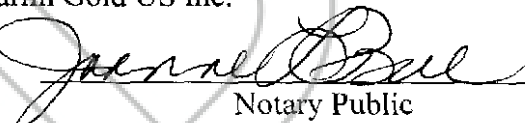
This Deed With Reservation of Royalty was acknowledged before me on September 2, 2008, by Jeffrey L. Wilson, as Vice President and Chief Operating Officer of Lincoln Gold Corporation.

  
Notary Public

STATE OF                        )  
  SS.  
COUNTY OF                    )

This Deed With Reservation of Royalty was acknowledged before me on September 2, 2008, by Robert D. Thomas, Jr., as Director of Carlin Gold US Inc.



  
Notary Public



**Exhibit 1  
Net Smelter Returns**

Payor: Carlin Gold US Inc.

Recipient: Lincoln Gold Corporation

**1. Definitions.** The terms defined in the instrument to which this Exhibit is attached and made part of shall have the same meanings in this Exhibit. The following definitions shall apply to this Exhibit.

**1.1 "Gold Production"** means the quantity of refined gold outturned to Payor's account by an independent third party refinery for gold produced from the Royalty Property during the month on either a provisional or final settlement basis.

**1.2 "Gross Value"** shall be determined on a monthly basis and have the following meanings with respect to the following Minerals:

**1.2.1 Gold.**

(a) If Payor sells gold concentrates, dore or ore, then Gross Value shall be the value of the gold contained in the gold concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such gold concentrates, dore and ore; (2) a reasonable recovery rate for the refined gold recoverable from such gold concentrates, dore and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such gold concentrates, dore and ore); and (3) the Monthly Average Gold Price for the month in which the gold concentrates, dore and ore were sold.

(b) If Payor produces refined gold (meeting the specifications of the London Bullion Market Association, and if the London Bullion Market Association no longer prescribes specifications, the specifications of such other association generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.1(a) above is not applicable, then for purposes of determining Gross Value, the refined gold shall be deemed to have been sold at the Monthly Average Gold Price for the month in which it was refined. The Gross Value shall be determined by multiplying Gold Production during the month by the Monthly Average Gold Price.

**1.2.2 Silver.**

(a) If Payor sells silver concentrates, dore or ore, then Gross Value shall be the value of the silver contained in the silver concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such silver concentrates, dore and ore; (2) a reasonable recovery rate for the refined silver recoverable from such silver concentrates, dore and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such silver concentrates, dore and ore); and (3) the Monthly Average Silver Price for the month in which the silver concentrates, dore and ore were sold.

(b) If Payor produces refined silver (meeting the specifications for refined silver subject to the New York Silver Price published by Handy & Harmon, and if Handy & Harmon no longer publishes such specifications, the specifications of such other association or entity generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.2(a) above is not applicable, the refined silver shall be deemed to have been sold at the Monthly Average Silver Price for the month in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the month by the Monthly Average Silver Price.

#### 1.2.3 All Other Minerals.

(a) If Payor sells any concentrates, dore or ore of Minerals other than gold or silver, then Gross Value shall be the value of such Minerals determined by utilizing: (1) the mine weights and assays for such Minerals; (2) a reasonable recovery rate for the Minerals (which shall be adjusted annually to reflect the actual recovery rate of recovered or refined metal or product from such Minerals); and (3) the monthly average price for the Minerals or product of the Minerals for the month in which the concentrates, dore or ore was sold. The monthly average price shall be determined by reference to the market for such Minerals or product which is recognized in the mining industry as authoritative and reflective of the market for such Minerals or product.

(b) If Payor produces refined or processed metals from Minerals other than refined gold or refined silver, and if Section 1.2.3(a) above is not applicable, then Gross Value shall be equal to the amount of the proceeds received by Payor during the month from the sale of such refined or processed metals. Payor shall have the right to sell such refined or processed metals to an affiliated party, provided that such sales shall be considered, solely for purposes of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

**1.3** "Minerals" means gold, silver, platinum, antimony, mercury, copper, lead, zinc, and all other mineral elements and mineral compounds which are contemplated to exist on the Royalty Property or which are after the Effective Date discovered on the Royalty Property and which can be extracted, mined or processed by any method presently known or developed or invented after the Effective Date.

**1.4** "Monthly Average Gold Price" means the average London Bullion Market Association Afternoon Gold Fix, calculated by dividing the sum of all such prices reported for the month by the number of days for which such prices were reported during that month. If the London Bullion Market Association Afternoon Gold Fix ceases to be published, all such references shall be replaced with references to prices of gold for immediate sale in another established market selected by Payor, as such prices are published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

**1.5** "Monthly Average Silver Price" means the average New York Silver Price as published daily by Handy & Harmon, calculated by dividing the sum of all such prices reported for the month by the number of days in such month for which such prices were reported. If the

Handy & Harmon quotations cease to be published, all such references shall be replaced with references to prices of silver for immediate sale in another established market selected by Payor as published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

**1.6** "Net Smelter Returns" means the Gross Value of all Minerals, less the following costs, charges and expenses paid or incurred by Payor with respect to the refining and smelting of such Minerals:

1.6.1 Charges for smelting and refining (including sampling, assaying and penalty charges), but not any charges or costs of agglomeration, beneficiation, crushing, extraction, milling, mining or other processing; and

1.6.2 Actual costs of transportation (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation) of concentrates or dore metal from the Royalty Property to the smelter or refinery, but not any charges or costs of transportation of Minerals or ores from any mine on the Royalty Property to an autoclave, concentrator, crusher, heap or other leach process, mill or plant which is not a smelter or refinery.

**1.7** "Property" means the real property described in the instrument to which these Net Smelter Returns provisions are attached and made a part.

**1.8** "Silver Production" means the quantity of refined silver outturned to Payor's account by an independent third-party refinery for silver produced from the Royalty Property during the month on either a provisional or final settlement basis.

## **2. Payment Procedures.**

**2.1 Accrual of Obligation.** Payor's obligation to pay the Royalty shall accrue and become due and payable upon the sale or shipment from the Royalty Property of unrefined metals, dore metal, concentrates, ores or other Minerals or Minerals products or, if refined metals are produced, upon the outturn of refined metals meeting the requirements of the specified published price to Payor's account.

**2.2 Futures or Forward Sales, Etc..** Except as provided in Sections 1.2.1(a), 1.2.2(a) and 1.2.3 (a) (regarding sales of unprocessed gold and silver and sales of Minerals other than gold and silver), Gross Value shall be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Payor, specifically including but not limited to forward sales, futures trading or commodities options trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals produced from Minerals.

**2.3 Monthly Calculations and Payments.** The Net Smelter Returns Royalty payments shall be determined on a monthly basis. Payor shall pay Payor each monthly Royalty payment on or before the last business day of the month immediately following the month in which the Royalty payment obligation accrued.

**2.4 Statements.** At the time of payment of the Royalty, Payor shall accompany such payment with a statement which shows in detail the quantities and grades of refined gold, silver or other metals or dore, concentrates or ores produced and sold or deemed sold by Payor in the preceding month; the Monthly Average Gold Price and Monthly Average Silver Price, as applicable; costs and other deductions, and other pertinent information in detail to explain the calculation of the payment with respect to such month. Payment shall be made to the address provided in the agreement or instrument to which this Exhibit is attached for purposes of notices or by wire transfer to an account which Recipient designates.

**2.5 Inventories and Stockpiles.** Payor shall include in all monthly statements a description of the quantity and quality of any gold or silver dore that has been retained as inventory for more than ninety (90) days. Recipient shall have thirty (30) days after receipt of the statement to either: (a) elect that the dore be deemed sold, with Gross Value to be determined as provided in Sections 1.2.1 (b), with respect to gold, and 1.2.2(b), with respect to silver, as of such thirtieth (30th) day utilizing the mine weights and assays for such dore and utilizing a reasonable recovery rate for refined metal and reasonable deemed charges for all deductions which Payor is authorized to take, or (b) elect to wait until such time as the Royalty payment otherwise would become payable pursuant to Sections 1.2.1(b) and 1.2.2(b). The Payor's failure to respond within such time shall be deemed to be an election to use the methods described in Sections 1.2.1(b) and 1.2.2(b).

**2.6 Audit.** Upon reasonable notice and at a reasonable time, the Recipient shall have the right to audit and examine the Payor's accounts and records relating to the calculation of the Net Smelter Returns Royalty payments. If such audit determines that there has been a deficiency or an excess in the payment made to Recipient, such deficiency or excess shall be resolved by adjusting the next monthly Royalty payment due Recipient. Recipient shall pay all costs of such audit unless a deficiency of five percent (5%) or more of the Royalty payment due for the calendar month in question is determined to exist. All books and records used by Payor to calculate the Royalty payments shall be kept in accordance with generally accepted accounting principles applicable to the mining industry.



**Exhibit A**  
**Description of Property**

**JDS and LGC claims, Eureka County, Nevada**

<b>Claim Name</b>	<b>Location Date</b>	<b>NMC Number</b>	<b>County Document</b>
JDS 46	1/14/04	862746	Book 375 Page 210
JDS 47	1/14/04	862747	Book 375 Page 211
JDS 48	1/14/04	862748	Book 375 Page 212
JDS 49	1/14/04	862749	Book 375 Page 213
JDS 50	12/21/03	862750	Book 375 Page 214
JDS 51	12/21/03	862751	Book 375 Page 215
JDS 52	12/21/03	862752	Book 375 Page 216
JDS 53	12/21/03	862753	Book 375 Page 217
JDS 54	12/21/03	862754	Book 375 Page 218
JDS 55	12/21/03	862755	Book 375 Page 219
JDS 56	12/21/03	862756	Book 375 Page 220
JDS 57	12/21/03	862757	Book 375 Page 221
JDS 58	12/21/03	862758	Book 375 Page 222
JDS 59	12/21/03	862759	Book 375 Page 223
JDS 60	12/21/03	862760	Book 375 Page 224
JDS 61	12/21/03	862761	Book 375 Page 225
JDS 62	12/21/03	862762	Book 375 Page 226
JDS 63	12/21/03	862763	Book 375 Page 227
JDS 64	12/21/03	862764	Book 375 Page 228
JDS 65	12/21/03	862765	Book 375 Page 229
JDS 66	12/21/03	862766	Book 375 Page 230
JDS 67	12/21/03	862767	Book 375 Page 231
JDS 68	12/21/03	862768	Book 375 Page 232
JDS 69	12/21/03	862769	Book 375 Page 233
JDS 70	12/21/03	862770	Book 375 Page 234
JDS 71	12/21/03	862771	Book 375 Page 235
JDS 72	12/21/03	862772	Book 375 Page 236
JDS 73	12/21/03	862773	Book 375 Page 237
JDS 74	1/16/04	862774	Book 375 Page 238
JDS 75	1/16/04	862775	Book 375 Page 239
JDS 76	1/16/04	862776	Book 375 Page 240
JDS 77	1/16/04	862777	Book 375 Page 241
LGC 1	9/8/04	883573	Book 400 Page 248
LGC 2	9/8/04	883574	Book 400 Page 249
LGC 3	9/8/04	883575	Book 400 Page 250
LGC 4	9/8/04	883576	Book 400 Page 251
LGC 5	9/8/04	883577	Book 400 Page 252
LGC 6	9/8/04	883578	Book 400 Page 253



LGC 7	9/8/04	883579	Book 400 Page 254
LGC 8	9/8/04	883580	Book 400 Page 255
LGC 9	9/8/04	883581	Book 400 Page 256
LGC 10	9/8/04	883582	Book 400 Page 257
LGC 11	9/8/04	883583	Book 400 Page 258
LGC 12	9/8/04	883584	Book 400 Page 259
LGC 13	9/8/04	883585	Book 400 Page 260
LGC 14	9/8/04	883586	Book 400 Page 261
LGC 15	9/8/04	883587	Book 400 Page 262
LGC 16	9/8/04	883588	Book 400 Page 263
LGC 17	9/8/04	883589	Book 400 Page 264
LGC 18	9/8/04	883590	Book 400 Page 265
LGC 19	9/8/04	883591	Book 400 Page 266
LGC 20	9/8/04	883592	Book 400 Page 267
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LGC 22	9/8/04	883594	Book 400 Page 269
LGC 23	9/8/04	883595	Book 400 Page 270
LGC 24	9/8/04	883596	Book 400 Page 271
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LGC 26	9/8/04	883598	Book 400 Page 273
LGC 27	9/8/04	883599	Book 400 Page 274
LGC 28	9/8/04	883600	Book 400 Page 275
LGC 29	9/8/04	883601	Book 400 Page 276
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LGC 33	9/8/04	883605	Book 400 Page 280
LGC 34	9/8/04	883606	Book 400 Page 281
LGC 35	9/8/04	883607	Book 400 Page 282
LGC 36	9/8/04	883608	Book 400 Page 283
LGC 37	9/8/04	883609	Book 400 Page 284
LGC 38	9/8/04	883610	Book 400 Page 285
LGC 39	9/8/04	883611	Book 400 Page 286
LGC 40	9/8/04	883612	Book 400 Page 287
LGC 41	9/8/04	883613	Book 400 Page 288
LGC 42	9/8/04	883614	Book 400 Page 289
LGC 43	9/8/04	883615	Book 400 Page 290
LGC 44	9/8/04	883616	Book 400 Page 291
LGC 45	9/8/04	883617	Book 400 Page 292



# State of Nevada Declaration of Value

**DOC # DV-212434**

09/10/2008

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Book: \_

Date of

Notes: \_

**Official Record**

Recording requested By  
ERWIN & THOMPSON

**Eureka County - NV**

**Mike Rebaleati - Recorder**

Page 1 of 1 Fee: \$25.00

Recorded By FS RPTT

Book- 0476 Page- 0312

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

- a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

**2. Type of Property:**

- a) ☐ Vacant Land                      b) ☐ Single Fam. Res.  
c) ☐ Condo/Twnhse                      d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg.                      f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural                      h) ☐ Mobile Home  
i) ☐ Other - unpatented mining claims

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

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

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

Real Property Transfer Tax Due: \$ \_\_\_\_\_

**4. If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: 8

b. Explain Reason for Exemption: unpatented 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 \_\_\_\_\_

Capacity \_\_\_\_\_

Chief Operating Officer

Signature \_\_\_\_\_

Capacity \_\_\_\_\_

Director

**SELLER (GRANTOR) INFORMATION**

(REQUIRED)

Print Name: Lincoln Gold Corporation.

Address 325 Tahoe Drive

City: Carson City

State: NV Zip: 89703

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Carlin Gold US Inc.

Address: One E. Liberty St., Suite 424

City: Reno

State: NV Zip: 89501

**COMPANY/PERSON REQUESTING RECORDING**

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Thomas P. Erwin Escrow# N/A

Address: One East Liberty Street, Suite 424

City: Reno

State: NV

Zip: 89501

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)