

DOC# 232719
03/22/2017 01:06PM
Official Record

Requested By
KINROSS GOLD USA

Eureka County - NV

Lisa Hoehne - Recorder

Page: 1 of 26 Fee: \$64.00

Recorded By CH RPTT: \$0.00

Book- 0600 Page- 0004



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When recorded, please return to:

Kinross Gold USA, Inc.
5075 S. Syracuse Street, Suite 800
Denver, CO 80237

This document contains no personal
information as defined in NRS 603A.040.

ASSIGNMENT OF LEASE

This Assignment of Lease ("Agreement") is effective at 13:00 Pacific Standard Time as of the 14th day of MARCH 2017 ("Effective Date"), between AMERICA'S GOLD EXPLORATION, INC., a Nevada corporation, the address of which is 2131 Stone Hill Circle, Reno, Nevada 89519 ("Grantor"), and KINROSS GOLD USA, INC., a Nevada corporation, the address of which is 5075 South Syracuse Street, Suite 800, Denver, Colorado 80237 ("Grantee").

RECITALS

A. Grantor holds a leasehold interest under that Mining Lease Agreement, dated October 2, 2006, by and between H. Deworth Williams and Blue Cap. Development, as owner, and Platte River Gold, which was amended by that First Amendment to Mining Lease Agreement dated October 6, 2015 (collectively the "Lease"). A copy of the Lease as amended is attached hereto as Exhibit 1.

B. Pursuant to that Mining Lease, Sublease and Option dated October 15, 2015 ("2015 Option"), by and between Grantor and Grantee, Grantee has exercised its option to acquire all of Grantor's rights, title and interests in and to the Lease.

C. Grantor has obtained the owners' written consent to this assignment pursuant to Section 22.1 of the Lease.

NOW, THEREFORE, for good and valuable consideration as set forth in this Agreement and the 2015 Option, the receipt and adequacy of which are hereby acknowledged by the parties, Grantor and Grantee agree as follows:

AGREEMENT

1. Assignment and Assumption.

a. As of the Effective Date, Grantor conveys and assigns to Grantee all of Grantor's rights, title, interests and obligations in and to the Lease.

b. As of the Effective Date, Grantee assumes and agrees to satisfy all of the lessee's obligations, liabilities and responsibilities in and under the Lease that accrue following the Effective Date of this Agreement

2. Title. Grantor represents and warrants that the Lease and the unpatented mining claims covered by the Lease are free and clear of any liens or encumbrances arising by, through or under Grantor.

3. Amendment. This Agreement may be amended only by an agreement in writing executed by all of the parties hereto.

4. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

The parties have executed this Agreement as of the Effective Date first written above.

GRANTOR:

AMERICA'S GOLD EXPLORATION, INC.
A Nevada Corporation

By: Donald James McDowell

Name: Donald James McDowell

Title: President

GRANTEE:

KINROSS GOLD USA, INC.
A Nevada Corporation

By: Martin D. Little

Name: MARTIN D. LITTLE

Title: VP, GC + Secretary



232719

Book: 600 03/22/2017
Page: 5 2 of 26

STATE OF Nevada)
) ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on this 14th day of March, 2017, by
[Name] Donald J. McDowell, as [Title] president of
AMERICA'S GOLD EXPLORATION, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the
day and year first above written.



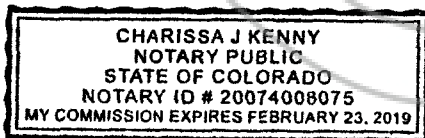
Marsha M. Bradley
Notary Public
My commission expires: 2-1-2019

STATE OF Colorado)
) ss.
COUNTY OF Denver)

This instrument was acknowledged before me on this 14th day of March, 2017, by
[Name] Martin D. L. H., as [Title] VP, General Counsel and Secretary
KINROSS GOLD USA, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the
day and year first above written.

[S E A L]



Charissa J. Kenny
Notary Public
My commission expires: Feb 23, 2019



232719

Book: 600 03/22/2017
Page: 6 3 of 26

**EXHIBIT 1
TO
ASSIGNMENT OF LEASE**

The Lease

Attached copies of:

1. Mining Lease Agreement between H. Deworth Williams and Blue Cap. Development, as owner, and Platte River Gold, dated October 2, 2006.
2. First Amendment to Mining Lease Agreement between H. Deworth Williams and Blue Cap. Development, as owner, and Americas Gold Exploration, Inc., dated October 6, 2015.



232719

Book: 600 03/22/2017
Page: 7 4 of 26

Mining Lease Agreement

This Mining Lease Agreement ("Agreement") is made and entered into by and between H. Deworth Williams and Blue Cap. Development (collectively "Owner") and Platte River Gold, a Nevada corporation ("PRG").

Recitals

A. Owner owns the GP 131, GP 132, and GP 135 - 138 unpatented mining claims situated in Burca County, Nevada, more particularly described in Exhibit A attached to and by this reference incorporated in this Agreement (collectively the "Property").

B. Owner desires to lease the Property to PRG.

Now, therefore, the parties agree as follows:

1. **Definitions.** The following defined terms, wherever used in this Agreement, shall have the meanings described below:

1.1 "Area of Interest" means the geographic area within the exterior boundaries of the Property and the lands described in Exhibit A.

1.2 "Effective Date" means the date of signing the lease.

1.3 "Governmental Regulations" means all directives, laws, orders, ordinances, regulations and statutes of any federal, state or local agency, court or office.

1.4 "Interest Rate" means LIBOR plus two percent (2%) per annum.

1.5 "Lease Year" means each one (1) year period following the Effective Date and each anniversary of the Effective Date.

1.6 "Minerals" means all Minerals and Mineral materials, including gold, silver, platinum and platinum group metals, base metals (including antimony, chromium, cobalt, copper, lead, manganese, mercury, nickel, molybdenum, titanium, tungsten, zinc), and other metals and Mineral materials which are on, in or under the Property.

1.7 "Net Smelter Returns" means the net smelter returns from the production of Minerals from the Property as calculated and determined in accordance with Exhibit B to the conveyance to be executed and delivered in accordance with Section 5.5.

1.8 "PRG" means Platte River Gold (US) Inc., a Nevada corporation, and its successors and assigns.

1.9 "Owner" means collectively H. Deworth Williams and Blue Cap. Development,



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and their heirs, successors and assigns.

1.10 "Payments" means the payments payable by PRG in accordance with Section 4.1.

1.11 "Property" means the six unpatented GP claims situated in Eureka County, Nevada.

1.12 "Royalty" means the production royalty payable by PRG to Owner in accordance with Section 4.2.

2. Lease and Grant of Rights. Owner agrees to lease the Property to PRG and grants PRG the rights and privileges described in this Section.

2.1 Lease. Owner agrees to lease the Property to PRG for the purposes of exploration for minerals, also providing that PRG shall have the right to construct, develop or operate a mine on the Property.

2.2 Water Rights. Subject to the regulations of the State of Nevada concerning the appropriation and taking of water, PRG shall have the right to appropriate and use water, to drill wells for the water on the Property and to lay and maintain all necessary water lines as may be required by PRG in its operations on the Property. If PRG acquires or files any application for appropriation or a permit, it shall cause each such application and permit to be taken jointly in the names of Owner and PRG. On termination of this Agreement, except on PRG's exercise and closing of the Option, PRG shall assign and convey to Owner all permits and water rights appurtenant to the Property which are acquired by PRG during the term of this Agreement. If PRG exercises and closes the Option, Owner shall assign and convey to PRG all permits and water rights appurtenant to the Property.

3. Term. The initial term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years after the Effective Date, unless this Agreement is sooner terminated, canceled or extended.

3.1 Lease renewal. This lease will be renewable for an additional ten (10) years at PRG's election. If renewed for the additional period, the annual payments will increase to \$3,000 (Three Thousand dollars) per year, payable on the Effective Date of the lease.

4. Payments.

4.1 Payments. PRG shall make the following payments to Owner:



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Date	Payment Amount
Within ten (10) days of signing the lease	\$2,500.00
First anniversary of the Effective Date	\$2,000.00
Second and all future anniversaries of the Effective Date through the first ten years	\$2,000.00

4.2 Production Royalty. PRG shall pay to Owner a production royalty based on the Net Smelter Returns from the production or sale of Minerals from the Property. The production royalty percentage rate shall be based on the following sliding scale:

<u>Gold Price</u>	<u>NSR Royalty</u>
Up to \$500.00 / ounce	3.0%
≥ \$500 but < \$700 / ounce	3.25%
≥ \$700.0 / ounce	3.5%

4.3 Method of Payment. Except as otherwise provided in this Agreement, all payments by PRG to Owner shall be paid by check or wire transfer to an account designated by Owner.

4.4 Late Charge and Interest. If PRG does not timely pay any Payment or any other amount payable by PRG under this Agreement within ten business (10) days after the date on which such payment is due, PRG shall pay to Owner a late charge equal to ten percent (25%) of such overdue amount. If any Payment or other amount payable by PRG remains delinquent for a period in excess of thirty (30) days, PRG shall pay to Owner, in addition to the late charge, interest from and after the due date at the Interest Rate.

4.5 Currency. All sums referred to in this Agreement are in United States currency.

5. Compliance With The Law. PRG shall, at PRG's sole cost, promptly comply with all Governmental Regulations relating to the condition, use or occupancy of the Property by PRG, including but not limited to all exploration and development work performed by PRG during the term of this Agreement. PRG shall, at its sole cost, promptly comply with all applicable Governmental Regulations regarding reclamation of the Property and PRG shall defend, indemnify and hold harmless Owner from any and all actions, assessments, claims, costs, fines, liability and penalties arising from or relating to PRG's failure to comply with any applicable Governmental Regulations. Owner agrees to cooperate with PRG in PRG's application for governmental licenses, permits and approvals, the costs of which shall be borne by PRG. Promptly following the Effective Date, PRG shall apply and diligently prosecute its application for a special use permit for mining operations on the Property.

6. PRG's Work Practices and Reporting.

6.1 Work Practices. PRG shall work the Property in a miner-like and ethical



fashion.

6.2 Inspection of Data. During the term of this Agreement, Owner shall have the right to examine and make copies of all data regarding the Property in PRG's possession during business hours and upon reasonable prior notice, provided, however, that the rights of Owner to examine such data shall be exercised in a manner that does not interfere with the operations of PRG.

6.3 Reports. On or before February 1 following each calendar year during which this Agreement is effective, PRG shall deliver to Owner a summary report of all of PRG's activities conducted on the Property for the previous calendar year.

7. Scope of Agreement. This Agreement shall include the unpatented mining claims described in Recitals of this Agreement and in the Exhibits, which are part of this Agreement.

8. Liens and Notices of Non-Responsibility. PRG agrees to keep the Property at all times free and clear of all liens, charges and encumbrances of any and every nature and description done made or caused by PRG, and to pay, and defend, indemnify and hold harmless Owner from and against, all indebtedness and liabilities incurred by or for PRG which may or might become a lien, charge or encumbrance; except that PRG need not discharge or release any such lien, charge or encumbrance so long as PRG disputes or contests the lien, charge or encumbrance and posts a bond sufficient to discharge lien acceptable to Owner. Subject to PRG's right to post a bond in accordance with the foregoing, if PRG does not within thirty (30) days following the imposition of any such lien, charge or encumbrance, cause the same to be released of record, Owner shall have, in addition to Owner's contractual and legal remedies, the right, but not the obligation, to cause the lien to be released by such manner as Owner deems proper, including payment of the claim giving rise to such lien, charge or encumbrance. All sums paid by Owner for and all expenses incurred by it in connection with such purpose, including court costs and attorney's fees, shall be payable by PRG to Owner on demand with interest at the Interest Rate.

9. Taxes.

9.1 Real Property Taxes. Owner shall pay any and all taxes or fees assessed and due against the Property before execution of this Agreement. PRG shall pay promptly before delinquency all taxes and assessments, general, special, ordinary and extraordinary, that may be levied or assessed during the term of this Agreement upon the Property. The parties acknowledge that there are presently no real property taxes assessed against unpatented mining claims, including the unpatented mining claims which constitute the Property.

9.2 Personal Property Taxes. Each party shall promptly when due pay all taxes assessed against such party's personal property, improvements or structures placed or used on the Property.

9.3 Income Taxes. Owner shall not be liable for any taxes levied on or measured by income or net proceeds, or other taxes applicable to PRG, based upon payments under this



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Agreement or under the conveyance executed and delivered by Owner on the Closing of the Option.

9.4 Delivery of Tax Notices. If Owner receives tax bills or claims which are PRG's responsibility, Owner shall promptly forward them to PRG for payment.

10. Insurance and Indemnity.

10.1 PRG's Liability Insurance. PRG shall, at PRG's sole cost, keep in force during this Agreement term a policy of commercial general liability insurance covering property damage and liability for personal injury occurring on or about the Property, with limits in the amount of at least Two Million Dollars (\$2,000,000) per occurrence for injuries to or death of person, One Million Dollars (\$1,000,000) per occurrence for property damage, and with a contractual liability endorsement insuring PRG's performance of PRG's indemnity obligations of this Agreement.

10.2 Form and Certificates. The policy of insurance required to be carried by PRG pursuant to this Section shall be with a company approved by Owner and shall have a Best's Insurance Rating of at least A-IX. Such policy shall name Owner as an additional insured and contain a cross-liability and severability endorsement. PRG's insurance policy shall also be primary insurance without right of contribution from any policy carried by Owner. A certificate of insurance and a copy of PRG's insurance policy shall be provided to Owner before any entry by PRG or its agents or employees on the Property and shall provide that such policy is not subject to cancellation, expiration or change, except upon thirty (30) days prior written notice to Owner.

10.3 Waiver of Subrogation. PRG and Owner each waives any and all rights of recovery against the other, and against the partners, members, officers, employees, agents and representatives of the other, for loss of or damage to the Property or injury to person to the extent such damage or injury is covered by proceeds received under any insurance policy carried by Owner or PRG and in force at the time of such loss or damage.

10.4 Waiver and Indemnification. Owner shall not be liable to PRG and PRG waives all claims against Owner for any injury to or death of any person or damage to or destruction of any personal property or equipment or theft of property occurring on or about the Property or arising from or relating to PRG's business conducted on the Property. PRG shall defend, indemnify and hold harmless Owner and its members, officers, directors, agents and employees from and against any and all claims, judgments, damage, demands, losses, expenses, costs or liability arising in connection with injury to person or property from any activity, work, or things done, permitted or suffered by PRG or PRG's agents, partners, servants, employees, invitees or contractors on or about the Property, or from any breach or default by PRG in the performance of any obligation on the part of PRG to be performed under the terms of this Agreement (all of the foregoing collectively referred to as "General Indemnity Claims"). PRG agrees to defend all General Indemnity Claims on behalf of Owner, with counsel reasonably acceptable to Owner. The obligations of PRG contained in this Section shall survive the expiration of the term or sooner termination of this Agreement.



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11. Environmental.

11.1 Definitions. Hazardous Materials means any material, waste, chemical, mixture or byproduct which: (a) is or is subsequently defined, listed, or designated under Applicable Environmental Laws (defined below) as a pollutant, or as a contaminant, or as toxic or hazardous; or (b) is harmful to or threatens to harm public health, safety, ecology, or the environment and which is or hereafter becomes subject to regulation by any federal, state or local governmental authority or agency. Applicable Environmental Laws means any applicable federal, state, or local government law (including common law), statute, rule, regulation, ordinance, permit, license, requirement, agreement or approval, or any applicable determination, judgment, injunction, directive, prohibition or order of any governmental authority with jurisdiction at any level of federal, state, or local government, relating to pollution or protection of the environment, ecology, natural resources, or public health or safety.

11.2 PRG Hazardous Material Activities. PRG shall limit any use, generation, storage, treatment, transportation, and handling of Hazardous Materials in connection with PRG's use of the Property (collectively "PRG Hazardous Materials Activities") to those Hazardous Materials, and to quantities of them, that are necessary to perform activities permitted under this Agreement. PRG Hazardous Materials Activities include, without limitation, all such activities on or about the Property by PRG's employees, partners, agents, invitees, contractors and their subcontractors. PRG shall not cause or permit any Hazardous Materials to be disposed or abandoned at the Property. PRG shall cause all PRG Hazardous Materials Activities to be performed in strict conformance to Applicable Environmental Laws. PRG shall promptly notify Owner of any actual or claimed violation of Applicable Environmental Laws in connection with PRG Hazardous Materials Activities, and PRG shall promptly and thoroughly cure any violation of Applicable Environmental Laws in connection with PRG Hazardous Materials Activities. If any governmental approval, consent, license or permit is required under Applicable Environmental Laws for PRG to perform any portion of its work at the Property, including without limitation any air emission permits, before commencing any such work, PRG shall be solely responsible, at PRG's expense, for obtaining and maintaining, and providing copies of, each approval, consent, license or permit. All PRG Hazardous Materials Activities shall be performed by qualified personnel who have received proper training with respect to Hazardous Materials, including compliance with applicable OSHA laws and regulations. PRG shall cause all Hazardous Materials present at the Property in connection with PRG Hazardous Materials Activities to be safely and securely stored, using double containment. PRG agrees that neither its use of the Property nor PRG Hazardous Materials Activities shall result in contamination of the environment.

11.3 Spills of Hazardous Materials. PRG shall promptly notify Owner and each governmental regulatory entity with jurisdiction of any spills, releases, or leaks of Hazardous Materials that occur in connection with PRG Hazardous Materials Activities or PRG's use of the Property, including but not limited to any resulting contamination of the environment (collectively "PRG Contamination"). PRG further shall promptly notify Owner of any claims of which PRG becomes aware regarding any actual or alleged PRG Contamination. PRG shall be



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solely responsible at its expense for promptly, diligently and thoroughly investigating, monitoring, reporting on, responding to, and cleaning up to completion any and all such PRG Contamination, in full conformance to Applicable Environmental Laws (collectively the "PRG Environmental Response Work"). All PRG Environmental Response Work shall be reported to each governmental regulatory entity with jurisdiction on an ongoing basis, and PRG shall diligently attempt to obtain written concurrence from such each such regulatory entity that all PRG Environmental Response Work has been satisfactorily performed and completed. PRG at its expense shall keep Owner timely informed of PRG's progress in responding to any PRG Contamination, including but not limited to providing Owner with copies, at PRG's expense, of all reports, work plans, and communications with governmental regulatory entities.

11.4 Removal of Stored Hazardous Materials. Before the expiration or termination of this Agreement, and notwithstanding any other provision of this Agreement, and in full conformance to Applicable Environmental Laws, PRG shall: (a) cause to be properly removed from the Property all Hazardous Materials stored at the Property in connection with PRG's use of the Property or in connection with PRG Hazardous Materials Activities; and (b) cause to be properly dismantled, closed and removed from the Property all devices, drums, equipment and containments used for handling, storing or treating Hazardous Materials Activities. As part of the closure and removal activities described in the preceding sentence, PRG shall cause to be performed representative environmental sampling of areas of the Property where such handling, storing or treating of Hazardous Materials occurred, to confirm that no contamination of the environment has resulted from any PRG Hazardous Materials Activities. Such sampling shall be performed by a qualified environmental consultant acceptable to Owner, and such consultant shall promptly issue a written report which describes the consultant's data, findings, and conclusions, a copy of which shall be provided to Owner at PRG's expense. If any PRG Contamination is discovered, PRG shall immediately initiate PRG Environmental Response Work as prescribed in this Agreement.

11.5 Environmental Indemnity. PRG shall promptly reimburse, defend, indemnify (with legal counsel acceptable to Owner, whose consent shall not unreasonably be withheld) and hold harmless Owner, its employees, assigns, successors-in-interest, agents and representatives from any and all claims, liabilities, obligations, losses, causes of action, demands, governmental proceedings or directives, fines, penalties, expenses, costs (including but not limited to reasonable attorney's fees, consultant's fees and other expert's fees and costs), and damages, which arise from or relate to: (a) PRG Hazardous Materials Activities; (b) PRG Contamination; (c) any non-compliance with Applicable Environmental Laws in connection with PRG's use of the Property; or (d) a breach of any obligation of PRG under this Section.

11.6 Survival. The provisions of this Section shall survive expiration or termination of this Agreement.

12. Property Maintenance.

12.1 Claim Maintenance.



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12.1.1 Annual Assessment Work. To the extent required by law, beginning with the annual assessment work period of September 1, 2006, to September 1, 2007, and for each succeeding annual assessment work year commencing during the term of this Agreement, and not less than thirty (30) days before the applicable deadline, PRG shall perform for the benefit of the Property work of a type customarily deemed applicable as assessment work and of sufficient value to satisfy the annual assessment work requirements of all applicable federal, state and local laws, regulations and ordinances, if any, and shall prepare evidence of the same in form proper for recordation and filing, and shall timely record and/or file such evidence in the appropriate federal, state and local office as required by applicable federal, state and local laws, regulations and ordinances. PRG shall deliver to Owner proof of PRG's compliance with this Section not less than fifteen (15) days before the applicable deadline. If PRG elects to terminate this Agreement more than three (3) months before the deadline for performance of annual assessment work for the succeeding annual assessment year, PRG shall have no obligation to perform annual assessment work nor to prepare, record and/or file evidence of the same for the following annual assessment year. The parties acknowledge that there are presently no annual assessment work requirements for the unpatented mining claims which constitute the Property.

12.1.2 Federal Mining Claim Maintenance Fees. If under applicable federal laws and regulations federal annual mining claim maintenance fees are required to be paid for the unpatented mining claims which constitute all or part of the Property, beginning with the annual assessment work period of September 1, 2007, to September 1, 2008, and not less than thirty (30) days before the applicable deadline, PRG shall timely and properly pay the federal annual mining claim maintenance fees, and shall execute and record or file, as applicable, proof of payment of the federal annual mining claim maintenance fees and of Owner's intention to hold the unpatented mining claims which constitute the Property. PRG shall deliver to Owner proof of PRG's compliance with this Section not less than fifteen (15) days before the applicable deadline. If PRG elects to terminate this Agreement more than sixty (60) days before the deadline for payment of the federal annual mining claim maintenance fees for the succeeding annual assessment year, PRG shall have no obligation to pay the federal annual mining claim maintenance fees for the Property for the succeeding assessment year. If this lease agreement is signed by August 1, 2006, PRG will also be responsible to pay the September 1, 2006 to September 1, 2007 maintenance fees for the Property.

12.2 Amendment of Mining Laws. The parties acknowledge that legislation for the amendment or repeal of the mining laws of the United States applicable to the Property has been, and in the future may be, considered by the United States Congress. The parties desire to insure that any and all interests of the parties in the lands subject to the unpatented mining claims which comprise all or part of the Property, including any rights or interests acquired in such lands under the mining laws as amended, repealed or superseded, shall be part of the Property and shall be subject to the Agreement. If the mining laws applicable to the unpatented mining claims subject to this Agreement are amended, repealed or superseded, the conversion or termination of Owner's interest in the Property pursuant to such amendment, repeal or supersession of the mining laws shall not be considered a deficiency or defect in Owner's title in the Property, and PRG shall have no right or claim against Owner resulting from the conversion, diminution, or loss of Owner's interest in and to the Property, except as expressly provided in this Agreement.



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If pursuant to any amendment or supersession of the mining laws Owner is granted the right to convert its interest in the unpatented mining claims comprising the Property to a permit, license, lease, or other right or interest, all converted interests or rights shall be deemed to be part of the Property subject to this Agreement. Upon the grant or issuance of such converted interests or rights, the parties shall execute and deliver an addendum to this Agreement, in recordable form, by which such converted interests or rights are made subject to this Agreement.

13. Relationship of the Parties:

13.1 No Partnership. This Agreement shall not be deemed to constitute any party, in its capacity as such, the partner, agent or legal representative of any other party, or to create any joint venture, partnership, mining partnership or other partnership relationship between the parties.

13.2 Competition. Except as expressly provided in this Agreement, each party shall have the free and unrestricted right independently to engage in and receive the full benefits of any and all business endeavors of any sort outside the Property or outside the scope of this Agreement, whether or not competitive with the endeavors contemplated under this Agreement, without consultation with or participation of the other party. In particular, without limiting the foregoing, neither party to this Agreement shall have any obligation to the other as to any opportunity to acquire any interest, property or right offered to it outside the scope of this Agreement.

14. Inspection. Owner or Owner's duly authorized representatives shall be permitted to enter on the Property and PRG's workings at all times with reasonable notice for the purpose of inspection, but they shall enter on the Property at their own risk and in such a manner which does not unreasonably hinder, delay or interfere with PRG's operations.

15. Title. Owner represents that: (a) the claims were properly located in accordance with applicable federal and state laws and regulations; (b) all assessment work requirements for the claims have been performed and all filings and recordings of proof of performance have been made properly and the federal annual mining claim maintenance and rental fees have been paid properly; (c) the claims are in good standing; (d) subject to the paramount title of the United States, Owner has good right and full power to lease and to convey the interests described in this Agreement; and (e) the claims are free and clear of all liens, claims and encumbrances created by, through or under Owner. Owner disclaims any representation or warranty concerning the existence or proof of a discovery of locatable Minerals on or under the Property.

16. Covenants, Warranties and Representations. Each of the parties covenants, warrants and represents for itself as follows:

16.1 Compliance with Laws. That it has complied with all applicable laws and regulations of any governmental body, federal, state or local, regarding the terms of and performance of its obligations under this Agreement.



16.2 No Pending Proceedings. That there are no lawsuits or proceedings pending or threatened which affect its ability to perform the terms of this Agreement.

16.3 Costs. That it shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

16.4 Brokers. That it has had no dealings with any agent, broker or finder in connection with this Agreement, and shall indemnify, defend and hold the other party harmless from and against any claims that may be asserted through such party that any agent's broker's or finder's fee is due in connection with this Agreement.

17. Termination by Owner. Any failure by PRG to perform any of its covenants, liabilities, obligations or responsibilities under this Agreement shall be a default. Owner may give PRG written notice of a default. If the default is not remedied within thirty (30) days after receipt of the notice, provided the default can reasonably be cured within that time, or, if not, if PRG has not within that time commenced action to cure the same or does not after such commencement diligently prosecute such action to completion, Owner may terminate this Agreement by delivering notice to PRG of Owner's termination of this Agreement. In the case of PRG's failure to pay the Payments, Owner shall be entitled to give PRG written notice of the default, and if such default is not remedied within fifteen (15) days after the receipt of the notice, then Owner may terminate this Agreement by delivering notice to PRG of Owner's termination of this Agreement. On termination of this Agreement based on PRG's default, within ten (10) days after termination PRG shall execute and deliver to Owner a release and termination of this Agreement in form acceptable for recording.

18. Termination by PRG. PRG may at any time terminate this Agreement by giving written thirty (30) days advance notice to Owner. If PRG terminates this Agreement, PRG shall perform all obligations and pay all payments which become due within the 30 day advance notice period. On PRG's termination of this Agreement, within fifteen (15) days after termination, PRG shall execute and deliver to Owner a release and termination of this Agreement in form acceptable for recording.

19. Surrender of Property. On expiration or termination of this Agreement, PRG shall surrender the Property promptly to Owner and at PRG's sole cost shall remove from the Property all of PRG's buildings, equipment and structures. PRG shall reclaim the Property in accordance with all applicable Governmental Regulations. PRG shall diligently perform reclamation and restoration of the Property such that PRG's reclamation and restoration shall be completed before expiration of this Agreement and not later than the date required under any Governmental Regulations.

20. Data. Within thirty (30) days following termination of this Agreement, PRG shall deliver to Owner copies of all data acquired on the Property in PRG's possession at the time of termination which before termination have not been furnished to Owner and, at Owner's request,



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PRG shall deliver to Owner all drilling core, samples and sample splits taken from the Property.

21. Confidentiality. The data and information, including the terms of this Agreement, coming into PRG's possession by virtue of this Agreement shall be deemed confidential and shall not be disclosed to outside third parties except as may be required to publicly record or protect title to the Property or to publicly announce and disclose information under Governmental Regulations or under the rules and regulations of any stock exchange on which the stock of any party, or the parent or affiliates of any party, is listed. PRG agrees to inform Owner of the content of the announcement or disclosure in sufficient time to permit Owner to jointly or simultaneously make a similar public announcement or disclosure. If a party negotiates for a transfer of all or any portion of its interest in the Property or under this Agreement or negotiates to procure financing or loans relating to the Property, in order to facilitate any such negotiations such party shall have the right to furnish information to third parties, provided that each third party to whom the information is disclosed agrees to maintain its confidentiality in the manner provided in this Section.

22. Assignment.

22.1 PRG's Assignment. Except as expressly provided in this Agreement, PRG shall not assign, convey, encumber, sublease, grant any concession, or license or otherwise transfer (each a "Transfer") all or any part of its interest in this Agreement or the Property, without, in each case, Owner's prior written consent, which shall not be withheld unreasonably. PRG may assign its rights in and under this Agreement to Platte River Gold or any direct or indirect subsidiary of Platte River Gold without first obtaining Owner's consent. Any Transfer of this Agreement which is prohibited under this Section shall be deemed void and shall constitute a material default under the terms of this Agreement.

22.2 Owner's Assignment. Subject to PRG's rights under this Agreement, Owner shall have the right to assign, convey, encumber, or sell all or any part of its interest in this Agreement or the Property. No change in ownership of Owner's interest in the Property shall affect PRG's obligations under this Agreement unless and until Owner delivers and PRG receives copies of the documents which demonstrate the change in ownership of Owner's interest. Until PRG receives Owner's notice and the documents required to be delivered under this Section, PRG may continue to make all payments under this Agreement as if the transfer of Owner's ownership interest had not occurred. No division of Owner's ownership as to all or any part of the Property shall enlarge PRG's obligations or diminish PRG's rights under this Agreement.

23. Memorandum Agreement. The parties shall execute and deliver a memorandum of this Agreement. The execution of the memorandum shall not limit, increase or in any manner affect any of the terms of this Agreement or any rights, interests or obligations of the parties.

24. Notices. Any notices required or authorized to be given by this Agreement 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: Blue Cap Development
H. Deworth Williams – President
19 East 2nd South, Suite 1080
Salt Lake City, Utah
84111

If to PRG : Platte River Gold
5401 Longley Lane, Suite 14
Reno, Nevada 89511

25. Binding Effect of Obligations. This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors or assigns.

26. Entire Agreement. The parties agree that the entire agreement between them is written in this Agreement and in a memorandum of agreement of even date. There are no terms or conditions, express or implied, other than expressly stated in this Agreement. This Agreement may be amended or modified only by a written instrument signed by the parties with the same formality as this Agreement.

27. Governing Law and Forum Selection. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action or proceeding concerning the construction, or interpretation of the terms of this Agreement or any claim or dispute between the parties shall be commenced and heard in the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, Reno, Nevada.

28. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

29. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any Governmental Regulations, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.



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30. **Time of Essence.** Time is of the essence in the performance of the parties' obligations under this Agreement.

The parties have executed this Agreement effective as of the Effective Date.

H. Deworth Williams
OWNER

Platte River Gold

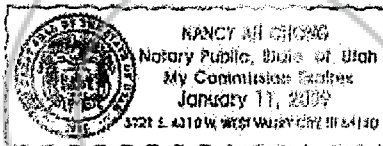
By Richard C. Lorson

Title: PRESIDENT

STATE OF Utah

COUNTY OF Salt Lake

This Mining Lease and Option to Purchase Agreement was acknowledged before me on Oct 2, 2006, 2006, by H. Deworth Williams

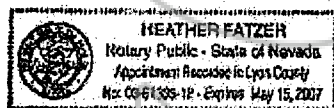


Nancy Ah Chong
Notary Public

STATE OF NEVADA

COUNTY OF WASHOE

This Mining Lease and Option to Purchase Agreement was acknowledged before me on September 29, 2006, by Richard C. Lorson, as President of Platte River Gold (US)



Heather Fatzer
Notary Public

no page 14



EXHIBIT A

Blue Cap Development Eureka County Lode Mining Claims

Claim Names	Date Located	BLM NMC	COUNTY RECORDS			Date Recorded - County
			BK	PG	Document No.'s	
GP 131	10/11/04	883986	400	299	194056	11/29/04
GP 132	10/11/04	883987	400	300	194057	11/29/04
GP 135	10/11/04	883990	400	301	194058	11/29/04
GP 136	10/11/04	883988	400	302	194059	11/29/04
GP 137	10/11/04	883989	400	303	194060	11/29/04
GP 138	10/11/04	883991	400	304	194061	11/29/04



Exhibit B
Net Smelter Returns

Owner: Blue Cap Development

Company: Platte River Gold

Net Smelter Returns Provisions

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. Definitions.

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

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

1.2.1 Gold

(a) If Company sells unprocessed gold ores, or gold dore or gold concentrates produced from Minerals, then Gross Value shall be equal to the proceeds received by Company during the calendar month from such sales. Company shall have the right to sell such unprocessed gold ores, gold dore and gold concentrates to an affiliated party, except that such sales shall be considered, solely for the purpose 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.

(b) If Company produces refined gold (meeting the specifications of the London Bullion Market Association) 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 calendar month by the Monthly Average Gold Price.

1.2.2 Silver

(a) If Company sells unprocessed silver ores, or silver dore or silver concentrates produced from Minerals, then Gross Value shall be equal to the proceeds received by Company during the calendar month from such sales. Company shall have the right to sell such unprocessed silver ores, silver dore and silver concentrates to an affiliated party, provided that such sales shall be considered, solely for the purpose 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.

(b) If Company produces refined silver (meeting the specifications for refined silver subject to the New York Silver Price published by Handy & Harmon) 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

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232719

Book: 600 03/22/2017
Page: 22 19 of 26

Average Silver Price for the month in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the calendar month by the Monthly Average Silver Price.

1.2.3 All Other Minerals.

(a) If Company sells unprocessed ores, dore or concentrates of any Minerals other than gold or silver, then the Gross Value shall be equal to the amount of proceeds received by Company during the calendar month from such sales. Company shall have the right to sell such unprocessed ores, dore or concentrates to an affiliated party, provided that such sales shall be considered, solely for the purpose 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.

(b) If Company 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 Company during the calendar month from the sale of such refined or processed metals. Company 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, and geothermal resources, which are contemplated to exist on the Property or which are after the Effective Date discovered on the 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 calendar 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 Company, as such prices are published in Metals Week magazine.

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 calendar month by the number of days in such calendar 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 Company as published in Metals Week magazine.

1.6 "Net Smelter Returns" means the Gross Value of all Minerals, less costs, charges and expenses paid or incurred by Company with respect to the refining and smelting of such Minerals, without limitation:

1.6.1 Charges for smelting and refining (including sampling, assaying and penalty charges); 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 Product from the Property to the smelter refinery, but in no event shall charges or costs of transportation of Minerals or Ore from any mine on the Property to autoclave, concentrator, crusher, mill or plant which is not a smelter or refinery.

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232719

Book: 600 03/22/2017
Page: 23 20 of 26

1.7 "Property" means the real property and patented and unpatented mining claims described in Exhibit A to the Agreement to which these Net Smelter Returns provisions are attached. If Company, its successors or assigns amends, relocates or patents any of the unpatented mining claims described in Exhibit A, or if Company converts any of such claims into leases or other types of property rights or interests pursuant to any amendment of the United States Mining Law of 1872, such claims, rights and interests shall be deemed to be included within the Property, it being understood that Owner's Net Smelter Returns royalty is to apply to all ore mined from lands currently subject to Exhibit A, regardless of the means by which rights to those lands have been acquired.

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

2. Payment Procedures.

2.1 **Accrual of Obligation.** Company's obligation to pay the Net Smelter Returns royalty shall accrue upon the sale of unrefined metals, dore, concentrates, ores or other Minerals products or, if refined metals are produced, upon the outturn of refined metals meeting the requirements of the specified published price to Company'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 above (with respect to 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 Company, 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 **Sampling and Commingling.** All Minerals for which a Net Smelter returns royalty is payable shall be measured, sampled and analyzed in accordance with the commingling plan approved in accordance with the instrument to which this Exhibit is attached.

2.4 **Monthly Calculations and Payments.** Net Smelter Returns royalties shall be determined on a calendar month basis. Net Smelter Return royalties shall be paid on or before the last business day of the calendar month immediately following the last day of the calendar month in which same accrued.

2.5 **Statements.** At the time of payment of the Net Smelter Returns royalty, Company shall accompany such payment with a statement showing in reasonable detail the quantities and grades of refined gold, silver or other metals or dore, concentrates or ores produced and sold or deemed sold by Company in the preceding calendar month; the Monthly Average Gold Price and Monthly Average Silver Price, as applicable; costs and other deductions, and other pertinent information in reasonable detail to explain the calculation of the Net Smelter Returns royalty payment with respect to such calendar month. Payment shall be made to the address provided in the Agreement to which this Exhibit is attached for purposes of notices.

2.6 **Inventories and Stockpiles.** Company 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. Owner shall have thirty (30) calendar 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 specified in Section 1.6 above, or (b) elect to wait until such

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232719

Book: 600 03/22/2017
Page: 24 21 of 26

time as royalties otherwise would become payable pursuant to Sections 1.2.1(b) and 1.2.2(b). The failure of Owner 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). No Net Smelter Returns royalty shall be due with respect to stockpiles of ores or concentrates unless and until such ores or concentrates are actually sold.

2.7 Final Settlement. All Net Smelter Returns royalty payments shall be considered final and in full satisfaction of Company's obligations with respect thereto, unless Owner gives Company written notice describing a specific objection to the calculation thereof within one year after receipt by Owner of the monthly statement provided for in 2.5. If Owner objects to a particular monthly statement, it shall have the right, for a period of thirty (30) days after Company's receipt of such objection, upon reasonable notice and at a reasonable time, to have Company's accounts and records relating to the calculation of the Net Smelter Returns royalty payment with respect to the calendar month in question audited by an independent certified public accountant. If such audit determines that there has been a deficiency or an excess in the payment made to Owner, such deficiency or excess shall be resolved by adjusting the next monthly Net Smelter Returns royalty payment due Owner. Owner shall pay all costs of such audit unless a deficiency of five percent (5%) or more of the Net Smelter Returns royalty due for the calendar month in question is determined to exist. Company shall pay the costs of such audit if a deficiency of five percent (5%) or more of the amount due for the calendar month in question is determined to exist. All books and records used by Company to calculate the Net Smelter Returns royalties due hereunder shall be kept in accordance with generally accepted accounting principles.

2.8 Transfer or Encumbrance of Royalty. Owner may transfer, pledge, mortgage, charge or otherwise encumber all or any part of its right, title and interest in and to the Net Smelter Returns royalty, except that Company shall be under no obligation to make its payments to such assignee, transferee, pledgee or other third party until Company's receipt of written notice concerning the assignment, transfer or pledge.



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FIRST AMENDMENT TO MINING LEASE AGREEMENT

This First Amendment to Mining Lease Agreement ("Amendment") is effective this 6th day of October, 2015 ("Effective Date") by and between H. Deworth Williams and Blue Cap Development (collectively Owner") and Americas Gold Exploration, Inc., a Nevada corporation ("AGEI").

RECITALS

A. Owner and Platte River Gold, a Nevada corporation, entered into that Mining Lease Agreement, dated effective October 2, 2006 covering the GP 131, GP 132 and GP 135 - 138 unpatented mining claims situated in Eureka County, Nevada ("Mining Lease Agreement").

B. Owner and AGEI, as successor in interest to Platte River Gold, desire to amend the Mining Lease Agreement in accordance with the terms of this Amendment.

THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Owner and AGEI agree as follows:

AGREEMENT

I. Amendment to Mining Lease Agreement

(a) Section 3.1 of the Mining Lease Agreement is hereby deleted and replaced in its entirety with the following:

3.1 **Lease renewal.** This lease will be renewable at PRG's election for an additional ten 10 years ("Extended Term"). Following the expiration of the 10-year Extended Term, unless earlier terminated, this lease will continue as long thereafter as any mining, development, processing or reclamation operations are being conducted on the Property on a continuous basis. For purposes of this Section 3.1, such operations will be deemed to be conducted on a continuous basis unless and until a period of three hundred sixty five (365) consecutive days elapses after the end of the Extended Term during which no mining, development, processing or reclamation on the Property is conducted, excluding however periods of Force Majeure. The term "Development" shall mean work or construction in preparation for mining or processing a proven or possible reserve, including further exploration or development drilling. If PRG elects the Extended Term, an annual payment of \$3,000.00 shall be payable to Owner beginning on the first day of the Extended Term and on or before each anniversary of the Extended Term for so long as this lease remains in effect.

(b) A new Section 3.2 is added to the Mining Lease Agreement as follows:



232719

Book: 600 03/22/2017
Page: 26 23 of 26

3.2 **Force Majeure.** If PRG is prevented from accessing the Property or conducting mining, development, processing or reclamation activities by a force majeure, PRG shall have the right to suspend the term of this lease without payment or penalty to Owner for so long as PRG is prevented from accessing the Property or conducting such activities by the force majeure. For purposes of this Agreement, "force majeure" shall mean any matter (whether foreseeable or unforeseeable) beyond PRG's reasonable control, including but not limited to: acts of God; unusually inclement weather; acts of war, insurrection, riots or terrorism, strikes, lockouts or other labor disputes; inability to obtain necessary equipment or materials, or obtain permits, approvals or consents; damage to, destruction of, or unavoidable shutdown of necessary facilities or equipment; and acts or failures to act on the part of local, state, federal, or foreign governmental agencies or courts, allegedly sovereign Native entities or organizations, or any officer or official acting under color of governmental authority (any such agency, court, entity, organization, officer, or official, a "Governmental Authority"); provided, however, that (i) challenging (by protest, petition, appeal, or any other means) or consenting to any actions or inactions of any Governmental Authority, and (ii) settling strikes, lockouts, and other labor disputes, shall be entirely within the discretion of PRG; and, provided further, that PRG shall promptly notify Owner of the existence of an event of force majeure and shall exercise reasonable diligence, subject to the foregoing, in an effort to remove or overcome the cause of such force majeure.

3. **Ratification.** The Mining Lease Agreement, as hereby amended, is ratified and confirmed by Owner and AGEI, and remains in full force and effect.

4. **General Provisions.**

a. **Amendment.** This Amendment may be amended only by an agreement in writing executed by all of the parties hereto.

b. **Binding Effect.** This Amendment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

c. **Governing Law.** This Amendment shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada.

d. **Recording.** This Amendment may be recorded in the records of Esareka County, Nevada.

e. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.



232719

Book: 600 03/22/2017
Page: 27 24 of 26

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

OWNER:

H. Deworth Williams
H. Deworth Williams

BLUE CAP. DEVELOPMENT

By: H. Deworth Williams
Name: H. Deworth Williams
Title: Pres.

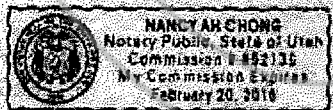
AGEI:

AMERICAS GOLD EXPLORATION, INC.

By: Donald James McDowell
Name: Donald James McDowell
Title: President

STATE OF Utah)
) ss
COUNTY OF Salt Lake)

On the 16 day of October, 2015, personally appeared before me, a Notary Public within and for said County and State, H. Deworth Williams, known or proved to me to be said person, who acknowledged that he executed the foregoing instrument on behalf of said corporation.



1362 Tamarack Rd
Taylorsville, UT 84123

Nancy Ah Chong
Notary Public
My Commission Expires 2/20/2016

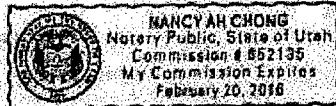
STATE OF Utah)
) ss
COUNTY OF Salt Lake)



232719

Book: 600 03/22/2017
Page: 28 25 of 26

On the 16 day of October, 2015, personally appeared before me, a Notary Public within and for said County and State, H. DeWorth Williams, the President of BLUE CAP. DEVELOPMENT, known or proved to me to be said person, who acknowledged that he executed the foregoing instrument on behalf of said corporation.

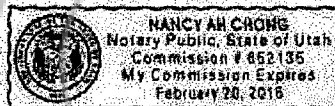


1362 Tamarack Rd.
Taylorsville, UT 84123

Nancy Ah Chong
Notary Public
My Commission Expires 2/20/2016

STATE OF Utah)
) ss
COUNTY OF Salt Lake)

On the 16 day of October, 2015, personally appeared before me, a Notary Public within and for said County and State, Donald James McDowell, the President of AMERICAS GOLD EXPLORATION, INC. known or proved to me to be said person, who acknowledged that he executed the foregoing instrument on behalf of said corporation.



1362 Tamarack Rd
Taylorsville, UT 84123

Nancy Ah Chong
Notary Public
My Commission Expires 2/20/2016



232719

Book: 600 03/22/2017
Page: 29 26 of 26