

**DOC# 232720**  
03/22/2017 01:25PM  
**Official Record**  
Requested By  
KINROSS GOLD USA  
**Eureka County - NV**  
**Lisa Hoehne - Recorder**  
Page: 1 of 3 Fee: \$16.00  
Recorded By CH RPTT: \$0.00  
Book- 0600 Page- 0030

When recorded, please return to:

Kinross Gold U.S.A., Inc.  
5075 South Syracuse Street, Suite 800  
Denver, CO 80237

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



0232720

### **TERMINATION OF MINING LEASE, SUBLEASE AND OPTION TO PURCHASE**

This Termination of Mining Lease, Sublease and Option to Purchase (this "Agreement"), is effective this 14<sup>TH</sup> day of MARCH, 2017 ("Effective Date"), by and between AMERICA'S GOLD EXPLORATION, INC., a Nevada corporation, the address of which is 2131 Stone Hill Circle, Reno, Nevada 89519 ("Owner"), and KINROSS GOLD USA, INC., a Nevada corporation, the address of which is 5075 South Syracuse Street, Suite 800, Denver, Colorado 80237 ("Kinross").

WHEREAS, Owner and Kinross entered into that Mining Lease, Sublease and Option to Purchase, dated October 15, 2015 ("Mining Lease"), covering certain properties situated in Eureka County, Nevada, which are identified in Exhibit A to the Mining Lease ("Property"). A Memorandum of the Mining Lease was recorded in the official records of Eureka County on December 18, 2015, document number 230785 at BK 0587 and Page 0375.

WHEREAS, Kinross has exercised the Option to Purchase pursuant to Section 9 of the Mining Lease, and Owner has, as of the Effective Date of this Agreement, conveyed to Kinross all of its right, title and interest in and to the Property together with all appurtenances and water rights incident thereto.

NOW THEREFORE, in accordance with Section 9 of the Mining Lease, Owner and Kinross agree as follows:

As of the completion of the closing of the Purchase Option on the Effective Date of this Agreement, the Mining Lease is terminated, and the parties shall have no further rights or obligations pursuant to the Mining Lease, except for those rights and obligations that accrued prior to the Effective Date of this Agreement; provided, however, that the representations and warranties in Section 3 of the Mining Lease shall survive this termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AMERICA'S GOLD EXPLORATION, INC.

By: [Signature]  
Name: DONALD JONES McDowell  
Title: PRESIDENT

KINROSS GOLD USA, INC.

By: [Signature]  
Name: MARTIN D. LOTT  
Title: VP, GC + Secretary

STATE OF Nevada )  
 ) ss.  
COUNTY OF Washoe )

This instrument was acknowledged before me on this 14<sup>th</sup> 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.



[Signature]  
Notary Public  
My commission expires: 2-1-2019



STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

This instrument was acknowledged before me on this 7<sup>th</sup> day of March, 2017, by  
[Name] Martin D. Litt, 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 February 23, 2019

