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LISA HOEHNE, RECORDER

E08

Unpatented mining claims - No APN

Recorded at the request of and
return to: McEwen Mining Nevada
2215 N. 5th St.
Elko, NV 89801

*The following document contains no personal
information as defined by N.R.S. 603.A.040*

QUITCLAIM DEED WITH RESERVED ROYALTY

This QUITCLAIM DEED WITH RESERVED ROYALTY is made this 18th day of December, 2017, between AARON BUFFINGTON AND ETHEL BUFFINGTON, husband and wife, whose address is P.O. Box 243, Eureka, NV 89316 ("Grantor"), and TONKIN SPRINGS LLC, a Delaware corporation, whose address is 2215 N. 5th St., Elko NV 89801 ("Grantee").

RECITALS

1. Transfer of Unpatented Mining Claims. Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to it by Grantee, the receipt of which is acknowledged, does hereby remise, release, and forever quitclaim unto Grantee, all of Grantor's right, title and interest in and to those certain unpatented mining claims (the "Property"), situated in Eureka County, Nevada, which are more particularly described in Exhibit A attached to and incorporated by reference in this Quitclaim Deed with Reserved Royalty.

TOGETHER with all of the rights, privileges, franchises, tenements, hereditaments and appurtenances belonging or appertaining to the unpatented mining claims, including all after acquired title.

TOGETHER with all ores, mineral-bearing quartz, rock and earth or other deposits therein, and all dips, spurs, and angles thereof.

TO HAVE AND TO HOLD all of the right, title and interest of Grantor in and to said premises, together with the appurtenances, unto Grantee its successors and assigns forever.

2. Reserved Royalty Interest. Grantor reserves to itself a royalty on production equal to two percent (2%) of gross smelter returns (the "Reserved Royalty"). The term "gross smelter returns" as used herein shall mean the gross value of ores or concentrates shipped to a smelter or other processor (as reported on the smelter settlement sheet) without any deductions.

a. Upon commencing production of valuable minerals from the Property, Grantee shall pay Grantor the Reserved Royalty.

b. In the event smelting or refining are carried out in facilities owned or controlled, in whole or in part, by Grantor, charges, costs and penalties for such operations shall mean the amount Grantor would have incurred if such operations were carried out at facilities not owned or controlled by Grantor then offering comparable services for comparable products on prevailing terms.

c. Payment of production royalties shall be made not later than thirty (30) days after receipt of payment from the smelter. All payments shall be accompanied by a statement explaining the manner in which the payment was calculated.

d. Grantee shall have the right to commingle ores from the Property with ores from other properties provided that Grantor weighs and samples the ores in accordance with sound mining and metallurgical practices and accounts for Grantor's share of production.

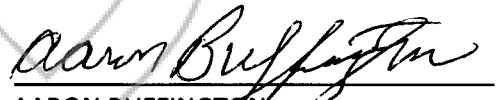
e. Grantor or their authorized agents or representatives, shall be permitted to enter upon the Property at all reasonable times for the purpose of inspection. Grantor shall contact Grantee in advance of any inspection to arrange a mutually convenient time. Grantor shall enter upon the Property at their own risk and so as not to hinder unreasonably the operations of Grantee. Grantor shall indemnify and hold Grantee harmless from any damage, claim, or demand by reason of injury to Grantor or its agents or representatives on the Property or the approaches thereto.

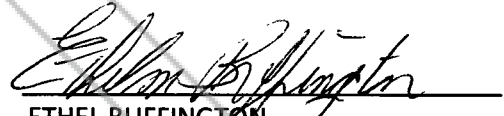
f. Grantee agrees to keep accurate books of account reflecting the mining operations on the Property, and Grantor shall have the right, either personally or through a qualified accountant of their choice and at their cost, to examine and inspect the books and records of Grantee pertaining to the mining, milling and shipping operations of Grantee. Grantor shall contact Grantee in advance of any inspection to arrange a mutually convenient time. All inspections shall be conducted at Grantor's place of business or, if the accounts are

maintained elsewhere, at such other location. Grantor may not inspect Grantee's accounts more often than four times per year.

3. Option to Purchase Royalty. Grantor grants to Grantee the exclusive right and option to purchase Grantor's Reserved Royalty for the sum specified in the unrecorded Mining Lease with Option to Purchase dated December 20, 2006, between Aaron Buffington and Ethel Buffington, husband and wife (Owners) and U.S. Gold Corporation, a Colorado Corporation (Lessee). If Grantee gives notice of its intention to purchase the Reserved Royalty, Grantor will convey the Reserved Royalty to Grantee by way of a Quitclaim Deed, and Grantee shall simultaneously pay the royalty purchase price to Grantor.


IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

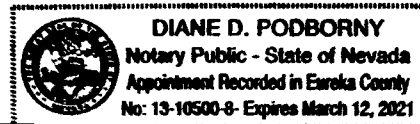

AARON BUFFINGTON


ETHEL BUFFINGTON

State of Nevada)
)ss.
County of Eureka)

SUBSCRIBED AND SWORN TO before me on this 18th day of December, 2017, by Aaron Buffington and Ethel Buffington.


Notary Public



**Exhibit A
The Property**

Claim Name	BLM Serial NMC #	Eureka County Recording	
		Book/Page	Document #
Little Jocker #1	28479	65/391	65991
Little Jocker #2	28480	65/392	65992
Little Jocker #3	28481	65/393	65993
Little Jocker #4	28482	65/394	65994
Little Jocker #5	28483	65/395	65995
Little Joker #6	39052	66/552	66639
Little Joker #7	39053	66/553	66640
Little Joker #8	39054	66/554	66641
Little Joker #9	39055	66/555	66642

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)
a) N/A, unpatented mining claims
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 unpat mining claims

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____
BOOK _____ PAGE _____
DATE OF RECORDING: _____
NOTES: _____


3. Total Value/Sales Price of Property: \$ _____
Deed in Lieu of Foreclosure Only (value of property) (_____
Transfer Tax Value: \$ _____
Real Property Transfer Tax Due: \$ _____

4. If Exemption Claimed:
a. Transfer Tax Exemption per NRS 375.090, Section # 8
b. Explain Reason for Exemption: _____
Transfers, assignments or conveyances of unpatented mines or mining claims are exempt.

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 parties agree that 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 Director, Exploration USA
Signature _____ Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Aaron and Ethel Buffington
Address: P.O. Box 243
City: Eureka
State: NV Zip: 89316

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Tonkin Springs LLC
Address: 2215 N. 5th St.
City: Elko
State: NV Zip: 89801

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Paula M. Dodds Escrow # _____
Address: 2215 N. 5th St.
City: Elko State: NV Zip: 89801

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)