

Unpatented mining claims - No APN

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



LISA HOEHNE, RECORDER

E08

*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 7<sup>th</sup> day of March, 2018, between AARON TOM BUFFINGTON aka AARON BUFFINGTON, and ETHEL M. BUFFINGTON, aka ETHEL BUFFINGTON, husband and wife, whose address is P.O. Box 243, Eureka, Nevada 89316; LINDA BUFFINGTON, aka LINDA L. BUFFINGTON, a widow, as her sole and separate property and as sole heir to STEVEN KIBB BUFFINGTON AKA S. KIBB BUFFINGTON, deceased; and the heirs of Jeanette L. Baumann, being: JAMES E. BAUMANN aka JIM BAUMANN, and VERA L. BAUMANN aka VERA BAUMANN, husband and wife; JOANNE L. STONE, aka JOANNE STONE, a single woman; MARILYN STEINER and JEFFRY STEINER, aka JEFF STEINER, deceased, wife and husband (collectively "Grantor"), and TONKIN SPRINGS LLC, a Delaware corporation, whose address is 2215 N. 5<sup>th</sup> 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 the Big Joker unpatented mining claim situated in Eureka County, Nevada, located August 20, 1978, Nevada Mining Claim Serial Number 29558, recorded in Eureka County on September 7, 1978, at Document 66088, in Book 65, Page 496 (the "Property").

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. Royalty payments shall be made to Aaron "Tom" Buffington at P.O. Box 243, Eureka, Nevada 89316, who will distribute the proportionate share of the royalty payment to the remaining Grantors.

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.

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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 One Hundred Thousand Dollars (\$100,000.00) per percentage point, if Grantee gives notice to Grantor 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.

4. Counterpart. This Quitclaim Deed may be executed in any number of counterparts, each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

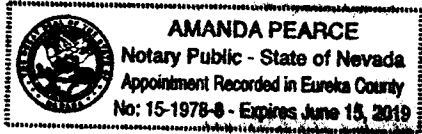
IN WITNESS WHEREOF, the Grantor hereto have executed this Quitclaim Deed with Reserved Royalty on the day and year first above written. <signature pages follow>

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Aaron Buffington  
AARON TOM BUFFINGTON, aka AARON BUFFINGTON

State of Nevada )  
 )ss.  
County of Eureka )

SUBSCRIBED AND SWORN TO before me on this 30<sup>th</sup> day of January, 2018, by Aaron Tom Buffington.



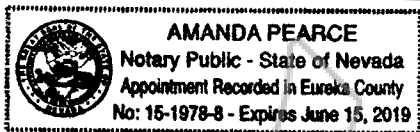
Amanda Pearce  
Notary Public

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Ethel M. Buffington  
ETHEL M. BUFFINGTON, aka ETHEL BUFFINGTON

State of Nevada )  
 )ss.  
County of Eureka )

SUBSCRIBED AND SWORN TO before me on this 30<sup>th</sup> day of January, 2018, by Ethel M. Buffington.

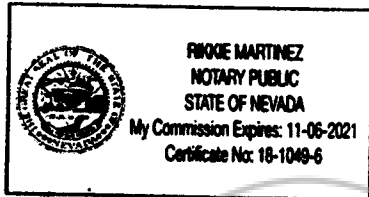


Amanda Pearce  
Notary Public

Linda Buffington  
LINDA BUFFINGTON

State of Nevada )  
 )ss.  
County of EIKO )

SUBSCRIBED AND SWORN TO before me on this 28 day of February, 2018, by Linda Buffington.



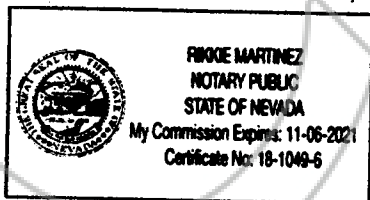
R Martinez  
Notary Public

Linda Buffington  
LINDA BUFFINGTON, A WIDOW, AS SOLE HEIR TO S. KIBB BUFFINGTON,  
AKA STEVEN KIBB BUFFINGTON, DECEASED

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State of Nevada )  
 )ss.  
County of EIKO )

SUBSCRIBED AND SWORN TO before me on this 28 day of February, 2018, by Linda Buffington, a widow, as sole heir to S. Kibb Buffington, aka Steven Kibb Buffington, deceased.

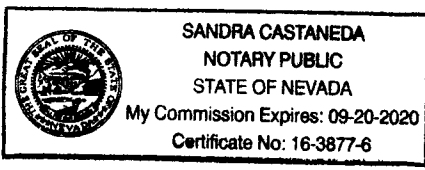


R Martinez  
Notary Public

James E. Baumann  
JAMES E. BAUMANN, aka JIM BAUMANN

State of Nevada )  
County of EIKO )ss.

SUBSCRIBED AND SWORN TO before me on this 7 day of March, 2018, by James E. Baumann.

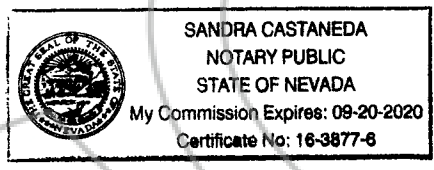


Sandra Castaneda  
Notary Public

James E. Baumann  
VERA L. BAUMANN, aka VERA BAUMANN, by James E. Baumann as attorney-in-fact

State of Nevada )  
County of EIKO )ss.

SUBSCRIBED AND SWORN TO before me on this 7 day of March, 2018, by James E. Baumann, as attorney-in-fact in the matter of the Big Joker Mining Claim, for Vera L. Baumann.



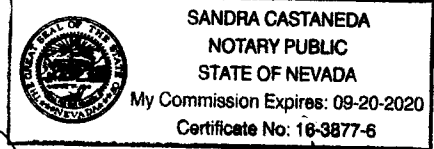
Sandra Castaneda  
Notary Public

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James E. Baumann  
Marilyn Steiner, by James E. Baumann as attorney-in-fact

State of Nevada )  
 )ss.  
County of EIKO )

SUBSCRIBED AND SWORN TO before me on this 7 day of March, 2018, by James E. Baumann, as attorney-in-fact in the matter of the Big Joker Mining Claim, for Marilyn Steiner.

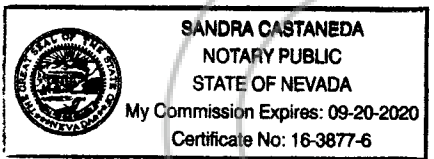


[Signature]  
Notary Public

James E. Baumann  
Jeffrey Steiner, aka Jeff Steiner, deceased, by James E. Baumann as attorney-in-fact

State of Nevada )  
 )ss.  
County of EIKO )

SUBSCRIBED AND SWORN TO before me on this 7 day of March, 2018, by James E. Baumann, as attorney-in-fact in the matter of the Big Joker Mining Claim, for Jeffrey Steiner.



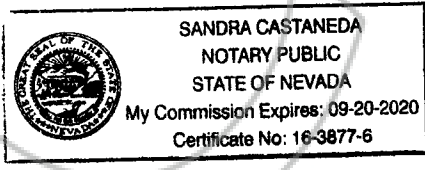
[Signature]  
Notary Public

James E. Baumann  
Joanne L. Stone, aka Joanne Stone, by James E. Baumann as attorney-in-fact

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State of Nevada )  
 )ss.  
County of EIKO )

SUBSCRIBED AND SWORN TO before me on this 7 day of March, 2018, by James E. Baumann, as attorney-in-fact in the matter of the Big Joker Mining Claim, for Joanne L. Stone.



[Signature]  
Notary Public

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

<b>FOR RECORDERS OPTIONAL USE ONLY</b>	
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 Paula M. Dodds Capacity Agent for Tonkin Springs LLC  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

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

Print Name: Aaron and Ethel Buffington, et al.  
 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, Agent Escrow # \_\_\_\_\_  
 Address: 2215 N. 5th St.  
 City: Elko State: NV Zip: 89801