

EUREKA COUNTY, NV **2022-247986**
RPTT:\$18427.50 Rec:\$37.00
\$18,464.50 Pgs=16 **04/20/2022 02:15 PM**
PARR BROWN GEE AND LOVELESS
LISA HOEHNE, CLERK RECORDER

AFTER RECORDING PLEASE RETURN TO
AND SEND TAX NOTICES TO:
Golden Hill Mining LLC
1100 Russell Street, Suite 100
Thunder Bay, ON
Canada P7B 5N2

APN: See Exhibit A

*The undersigned affirm that this document does not
contain the personal information of any person*

DEED AND ASSIGNMENT

This Deed and Assignment (this “**Deed**”) is made effective as of April 20, 2022 (the “**Effective Date**”), by and between FAD MINING COMPANY, LLC, a Nevada limited liability company (“**Grantor**”), and GOLDEN HILL MINING LLC, a Delaware limited liability company whose address is 1100 Russell Street, Suite 100, Thunder Bay, Ontario, Canada P7B 5N2 (“**Grantee**”). Grantor and Grantee are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Grantor, as the successor in interest to Ruby Hill Mining Company, LLC pursuant to an unrecorded Assignment dated May 14, 2021, and Grantee are among the parties to that certain Master Transaction Agreement dated March 31, 2021, as amended by that certain First Amendment to Master Transaction Agreement dated May 14, 2021, that certain Second Amendment to Master Transaction Agreement dated September 27, 2021, that certain Third Amendment to Master Transaction Agreement dated December 22, 2021, and that certain Fourth Amendment to Master Transaction Agreement dated March 25, 2022 (as so amended, the “**Option Agreement**”).

B. Grantor is the owner of the patented mining and millsite claims described in Exhibit 1 hereto (the “**Patented Claims**”), which Patented Claims are located in Eureka County, Nevada.

C. Grantor is the owner of the unpatented mining claims described in Exhibit 2 hereto (the “**Unpatented Claims**”), which Unpatented Claims are located in Eureka County, Nevada.

D. Grantor is the lessee under the mining lease agreements described in Exhibit 3 hereto (the “**Leases**”). The Leases concern the patented and unpatented mining claims described in Exhibit 3 hereto (the “**Leased Claims**”), which Leased Claims are located in Eureka County, Nevada.

E. The Patented Claims and the Unpatented Claims are sometimes referred to herein collectively as the “**Owned Claims**.” The Owned Claims and the Leased Claims are sometimes referred to herein collectively as the “**Claims**.”

F. Grantee has exercised its option under the Option Agreement and the Parties therefore desire to execute this Deed in order to fulfill, in part, their obligations under the Option Agreement.

WITNESSETH

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, incorporating the recitals set forth above, undertake and agree as follows:

1. Conveyance and Assignment. Grantor does hereby transfer, convey and assign to Grantee all of Grantor's rights, title, interests and obligations in, to and under (a) the Owned Claims and (b) the Leases, together with any and all dumps, tailings and stockpiles located on the Owned Claims, any and all improvements, fixtures, buildings, structures and facilities situated on the Owned Claims, and all mineral rights, rights-of-way, easements, access rights, ancillary rights and other appurtenances with respect to the Owned Claims; EXPRESSLY RESERVING, however, unto Grantor and its successors and assigns the Retained Properties (as defined in the Option Agreement), any water rights appurtenant to the Claims or to the Retained Properties, any Reclamation Bonds (as defined in the Option Agreement) pertaining to the Claims or to the Retained Properties, and any Environmental Permits (as defined in the Option Agreement) pertaining to the Claims or to the Retained Properties, in accordance with Section 9.2 of the Option Agreement.

2. Acceptance of Assignment. Grantee hereby accepts the foregoing transfer, conveyance and assignment and hereby expressly and fully assumes and agrees to perform all of Grantor's past, present and future obligations as lessee under the Leases. Grantee acknowledges and agrees that it is bound by and will perform all of the covenants, conditions and other provisions of the Leases to the same extent as if Grantee had been an original party to the Leases.

3. Underlying Agreement. This Deed is given in accordance with and pursuant to the Option Agreement, the terms and conditions of which shall survive the execution and delivery of this Deed. In the event of any conflict between the terms of this Deed and the terms of the Option Agreement, the terms of the Option Agreement shall prevail and govern.

4. Warranties. In executing and delivering this Deed, Grantor makes only those warranties expressly set forth in the Option Agreement and does not make, and expressly disclaims, any other warranties whatsoever (whether express, implied or applicable by law) concerning the Claims or the Leases. This conveyance is subject to the paramount title of the United States of America in and to those Claims that are unpatented.

5. Further Assurances. The Parties agree to execute and deliver such additional documents and to take such other actions as may be reasonably necessary to fully accomplish the transfer of rights and assumption of obligations meant to be effected by this Deed.

6. Authority. Each Party represents to the other that (a) it is an entity in good standing under the laws of the state of its formation, (b) the person signing this Deed on its behalf has full and proper authority to do so, (c) it has undertaken and obtained whatever internal and external

formalities, approvals and actions are necessary to execute and deliver this Deed, and (d) this Deed is valid and binding on it.

7. Governing Law. This Deed, and any causes of action arising out of or based upon this Deed, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Nevada, without regard to choice or conflict of law principles that would result in the application of the laws of any other jurisdiction. Each Party irrevocably consents, on behalf of itself and its successors, to the exclusive jurisdiction of the courts of the State of Nevada or the federal district court for the District of Nevada, as may be applicable, in respect of any disputes arising hereunder, with venue to be in Washoe County, Nevada. This Deed shall be construed as if both Parties jointly drafted each of its provisions.

8. Binding Effect. This Deed shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

9. Counterparts. This Deed may be executed in counterparts, which taken together shall constitute a single and complete instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Deed to be executed by their duly authorized representatives on the dates indicated in the acknowledgements below, but effective as of the Effective Date.

Grantor:

FAD MINING COMPANY, LLC, a Nevada
limited liability company

By its Manager:

ELKO MINING GROUP LLC, a Nevada
limited liability company

By 
Richard J. Wells, Manager

Grantee:

GOLDEN HILL MINING LLC, a Delaware
limited liability company

By _____
Name _____
Title _____

IN WITNESS WHEREOF, the Parties have caused this Deed to be executed by their duly authorized representatives on the dates indicated in the acknowledgements below, but effective as of the Effective Date.

Grantor:

FAD MINING COMPANY, LLC, a Nevada limited liability company

By its Manager:

ELKO MINING GROUP LLC, a Nevada limited liability company

By _____
Richard J. Wells, Manager

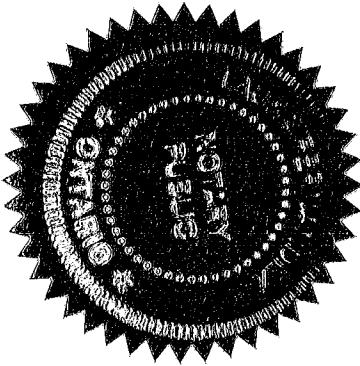
Grantee:

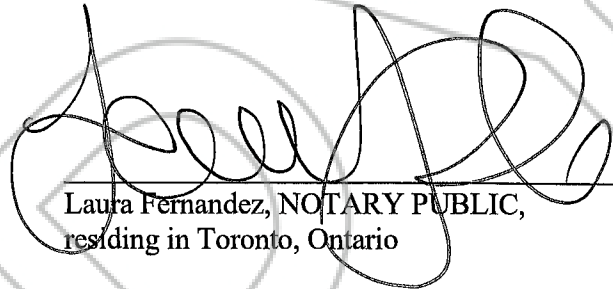
GOLDEN HILL MINING LLC, a Delaware limited liability company

By _____
Name Steven Finamore
Title CEO

PROVINCE OF ONTARIO)
) ss.
COUNTY OF YORK)

On this 6 day of April, 2022, personally appeared before me, a Notary Public, Richard J. Wells, the Manager of ELKO MINING GROUP LLC, a Nevada limited liability company, which is the Manager of FAD MINING COMPANY, LLC, a Nevada limited liability company, who acknowledged that he executed the above instrument on behalf of said entities.





Laura Fernandez, NOTARY PUBLIC,
residing in Toronto, Ontario

My commission does not expire

STATE/PROVINCE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of April, 2022, personally appeared before me, a Notary Public, _____, the _____ of GOLDEN HILL MINING LLC, a Delaware limited liability company, who acknowledged that he or she executed the above instrument on behalf of said entity.

[seal]

My commission expires:

_____, NOTARY PUBLIC,
residing in _____

PROVINCE OF ONTARIO)
) ss.
COUNTY OF YORK)

On this ____ day of April, 2022, personally appeared before me, a Notary Public, Richard J. Wells, the Manager of ELKO MINING GROUP LLC, a Nevada limited liability company, which is the Manager of FAD MINING COMPANY, LLC, a Nevada limited liability company, who acknowledged that he executed the above instrument on behalf of said entities.

[seal]

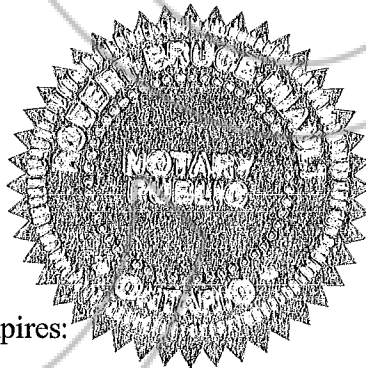
Laura Fernandez, NOTARY PUBLIC,
residing in Toronto, Ontario

My commission does not expire

STATE/PROVINCE OF Ontario)
) ss.
COUNTY OF Thunder Bay)

On this 14th day of April, 2022, personally appeared before me, a Notary Public, Steven Filipovic, the CFO of GOLDEN HILL MINING LLC, a Delaware limited liability company, who acknowledged that he or she executed the above instrument on behalf of said entity.

[seal]



My commission expires:
Never.

RBM
_____, NOTARY PUBLIC,
residing in the City of Thunder Bay

ROBERT BRUCE MIAULT
BARRISTER AND SOLICITOR

Exhibit 1

Patented Claims

The following patented mining and millsite claims located in Eureka County, Nevada:

Claim Name	Mineral Survey No.	Patent No.	Claim Type	APN
ACOUCHMENT	2866	4577	Lode	009-240-01
ADAMS AND FARREN AND DEEP MINE	116	2678	Lode	009-240-01
ALBION CONSOLIDATED	2863	4589	Lode	009-240-01
ALBION NO. 1	2860	4573	Lode	009-240-01
ALBION NO. 2	2861	4579	Lode	009-240-01
ALBION NO. 3	2862	4582	Lode	009-240-01
ANTARCTIC	2855	4588	Lode	009-240-01
APEX	2865	4576	Lode	009-240-01
ARCTIC	2857	4580	Lode	009-240-01
AT LAST	47	2968	Lode	009-240-01
ATLANTIC	2854	4587	Lode	009-240-01
BADGER	218	5558	Lode	009-210-01
BIG TR	2871	4578	Lode	009-240-01
BROWN	87	1583	Lode	009-240-01
BROWN MILLSITE	139	3742	Millsite	009-240-01
BUCKEYE	37	389	Lode	009-240-01
BUCKEYE MILLSITE	113	3607	Millsite	009-210-01
CALLOWAY	57	1121	Lode	009-240-01
CARSON	68	882	Lode	009-240-01
CARSON MILLSITE	137	4198	Millsite	009-240-01
CENTRAL HILL	273	8097	Lode	009-240-01
CHAMPION	38	390	Lode	009-240-01
CHAMPION MILLSITE	114	3608	Millsite	009-210-01
CHARTER	297	10344	Lode	009-240-01
CLIFF MINE	2856	4581	Lode	009-240-01
CONNELL	190	4310	Lode	009-240-01
DAVIES	230	4414	Lode	009-210-01
DAVIES NO. 2	231	4415	Lode	009-210-01
DIAGONAL	200	4546	Lode	009-240-01
DON RICARDO	274	7415	Lode	009-240-01
FAD	3223	4575	Lode	009-240-01
FEBRUARY	3596	179187	Lode	009-240-01
FITZGERALD LODE	313	19065	Lode	009-240-01
FRANK	309	19816	Lode	009-240-01
FRIES	308	19815	Lode	009-240-01

Claim Name	Mineral Survey No.	Patent No.	Claim Type	APN
GERALDINE LODE	284	8023	Lode	009-240-01
GRAND CENTRAL	174	4077	Lode	009-240-01
GRANT LODE	73	1222	Lode	009-240-01
GREAT EASTERN	165	4555	Lode	009-240-01
GREEN SEAL	167	6169	Lode	009-240-01
GULCH	2872	4572	Lode	009-240-01
HARLEM AND EUREKA BELLE CON.	262	8223	Lode	009-240-01
HONEYMOON AMENDED	2868	4571	Lode	009-240-01
HOPE CONSOLIDATED	206	4800	Lode	009-240-01
IONE LODE	74	1221	Lode	009-240-01
ISANDULA	213	5677	Lode	009-240-01
JACK & SCANLAND	217	6057	Lode	009-210-01
JACKSON	98	2110	Lode	009-240-01
KEMP & KEEN	265	7886	Lode	009-240-01
LA VETA	2873	4569	Lode	009-240-01
LOOKOUT	43	392	Lode	009-240-01
LUCKY MAN	2852	4583	Lode	009-240-01
LUPITA	49	2204	Lode	009-240-01
MAIN SHAFT	2864	4586	Lode	009-240-01
MAMMOTH	41	383	Lode	009-240-01
MARCELINA EAST	119	2830	Lode	009-240-01
MARRIAGE AMENDED	2867	4568	Lode	009-240-01
MAUD C.	307	19166	Lode	009-240-01
MONARCH 2	4686	17531	Lode	009-210-01
MONARCH 3	4686	17531	Lode	009-210-01
NOVEMBER	3596	179187	Lode	009-210-01
NUGET	46	2066	Lode	009-240-01
ORIGINAL BALTIC MINE	112	2297	Lode	009-240-01
PATROON AND GRAND DELIVERY CON.	261	8433	Lode	009-240-01
PEACH	2869	4567	Lode	009-240-01
PHIL SHERIDAN	270	15562	Lode	009-240-01
PORTER	86	1582	Lode	009-240-01
PORTER MILLSITE	138	4197	Millsite	009-240-01
PRIDE OF THE WEST	267	7582	Lode	009-240-01
RAVINE	2858	4584	Lode	009-240-01
REARGUARD	225A	7528	Lode	009-240-01
REARGUARD MILLSITE	225B	7528	Millsite	009-210-01
REMNANTS	3252	4574	Lode	009-240-01
RICHMOND	64	885	Lode	009-240-01
RICHMOND EXTENSION	4686	17531	Lode	009-240-01
RICHMOND EXTENSION NO. 1	4686	17531	Lode	009-210-01

Claim Name	Mineral Survey No.	Patent No.	Claim Type	APN
RICHMOND EXTENSION NO. 2	4686	17531	Lode	009-210-01
RICHMOND EXTENSION NO. 4	4686	17531	Lode	009-210-01
RICHMOND EXTENSION NO.3	4686	17531	Lode	009-210-01
RICHMOND FRACTION	4686	17531	Lode	009-210-01
RICHMOND RANCHO	211	4714	Lode	009-240-01
RUBY HILL FRACTION	4686	17531	Lode	009-210-01
RUBY HILL NO. 1	4686	17531	Lode	009-210-01
RUBY HILL NO. 2	4686	17531	Lode	009-210-01
SAVAGE	42	391	Lode	009-240-01
SENTINEL	40	382	Lode	009-240-01
SHALE	3596	179187	Lode	009-210-01
SILVER REGION	160	3751	Lode	009-240-01
SILVER STATE MINE	111	2296	Lode	009-240-01
SKYLARK	56	1120	Lode	009-240-01
SKYLARK MILLSITE	214	6093	Millsite	009-240-01
ST. ANDREW LODE	242A	9451	Lode	009-210-01
ST. ANDREW MILLSITE	242B	9451	Millsite	009-210-01
ST. DAVID, AKA ST. DAVID MINE	2859	898240	Lode	009-240-01
ST. GEORGE	66	2265	Lode	009-240-01
ST. PATRICK LODE	241A	9640	Lode	009-210-01
ST. PATRICK MILLSITE	241B	9640	Millsite	009-210-01
SURPLUS LODE	85	1581	Lode	009-240-01
SURPLUS MILLSITE	141	4923	Millsite	009-240-01
T.R.	2870	4570	Lode	009-240-01
TINNIE	195	10012	Lode	009-240-01
TIP-TOP	65	886	Lode	009-240-01
VICTORIA	161	3755	Lode	009-240-01
WESTERN & WINCHESTER	216	6412	Lode	009-210-01
WILSON	97	2109	Lode	009-210-01

[End]

Exhibit 2

Unpatented Claims

The following unpatented lode mining claims located in Eureka County, Nevada:

Claim Name	BLM Legacy Serial Number
ANN 16	NMC699913
ANN 17	NMC699914
ANN 18	NMC699915
ANN 19	NMC699916
ANN 20	NMC699917
ARC #61	NMC705151
ARC 42	NMC699868
ARC 59	NMC699885
ARC 60	NMC699886
ARC 63	NMC713811
ESPH 86	NMC1076817
ESPH 87	NMC1076818
ESPH 88	NMC1076819
ESPH 89	NMC1076820
ESPH 90	NMC1076821
ESPH 91	NMC1076822
ESPH 92	NMC1076823
ESPH 93	NMC1076824
ESPH 94	NMC1076825
ESPH 95	NMC1076826
ESPH 96	NMC1076827
HMC 3	NMC661367
HMC 39	NMC699710
HMC 4	NMC661368
HMC 50	NMC1078382
HMC 6	NMC661370
HMC 8	NMC661371
HMC 9	NMC661372
JAY #20	NMC705153
JAY #9	NMC705152
JAY 1	NMC699949
JAY 11	NMC699957
JAY 12	NMC699958
JAY 13	NMC699959
JAY 14	NMC699960
JAY 18	NMC699961
JAY 19	NMC699962

Claim Name	BLM Legacy Serial Number
JAY 2	NMC699950
JAY 3	NMC699951
JAY 4	NMC699952
JAY 5	NMC699953
JAY 6	NMC699954
JAY 7	NMC699955
JAY 8	NMC699956
R-E 11	NMC699893
R-E 12	NMC699894
R-E 13	NMC699895
R-E 14	NMC699896
R-E 16	NMC699898
R-E 17	NMC699899
R-E 18	NMC699900
R-E 19	NMC699901
R-E 21	NMC699903
R-E 22	NMC699904
R-E 23	NMC699905
R-E 24	NMC699906
R-E 27	NMC699909
R-E 30	NMC699910
R-E 6	NMC699888
R-E 7	NMC699889
R-E 8	NMC699890
R-E 9	NMC699891
RE-3A	NMC699887
RH - 1	NMC489846
RH - 2	NMC489847
RH - 3	NMC489848
RH - 4	NMC489849
SP #46	NMC604366
SP #47	NMC604367
SP #48	NMC604368
SP #49	NMC604369
SP #50	NMC604370
SRH 1	NMC699918
SRH 10	NMC699927
SRH 11	NMC699928
SRH 12	NMC699929
SRH 14	NMC699930
SRH 15	NMC699931
SRH 16	NMC699932

Claim Name	BLM Legacy Serial Number
SRH 17	NMC699933
SRH 18	NMC699934
SRH 19	NMC699935
SRH 2	NMC699919
SRH 20	NMC699936
SRH 21	NMC699937
SRH 22	NMC699938
SRH 23	NMC699939
SRH 24	NMC699940
SRH 25	NMC699941
SRH 26	NMC699942
SRH 27	NMC808229
SRH 28	NMC699943
SRH 29	NMC699944
SRH 3	NMC699920
SRH 30	NMC699945
SRH 31	NMC699946
SRH 32	NMC699947
SRH 34	NMC699948
SRH 35	NMC1094131
SRH 36	NMC1094132
SRH 4	NMC699921
SRH 5	NMC699922
SRH 6	NMC699923
SRH 8	NMC699925
TDB 13	NMC1089509
TDB 14	NMC1089510
TDB 15	NMC1089511
TDB 16	NMC1089512
TDB 17	NMC1089513
TDB 18	NMC1089514
TDB 19	NMC1089515
TDB 20	NMC1089516
TDB 21	NMC1089517
TDB 22	NMC1089518
TDB 23	NMC1089519
TDB 24	NMC1089520
TDB 25	NMC1089521
TDB 26	NMC1089522
TDB 27	NMC1089523
TDB 28	NMC1089524
TDB 29	NMC1089525

Claim Name	BLM Legacy Serial Number
TDB 30	NMC1089526
TDB 31	NMC1089527
TDB 32	NMC1089528
TDB 33	NMC1089529
TDB 34	NMC1089530
TDB 35	NMC1089531
TDB 36	NMC1089532
TDB 37	NMC1089533
TDB 38	NMC1089534
TDB 39	NMC1089535
TDB 40	NMC1089536
TDB 41	NMC1089537
TDB 42	NMC1089538
TDB 43	NMC1089539
TDB 44	NMC1089540
TDB 45	NMC1089541
TDB 46	NMC1089542
TDB 47	NMC1089543
TDB 48	NMC1089544
TDB 49	NMC1089545
TDB 50	NMC1089546
TDB 51	NMC1089547
TDB 52	NMC1089548
TDB 53	NMC1089549
TDB 54	NMC1089550
TDB 55	NMC1089551
TDB 56	NMC1089552
TDB 57	NMC1089553

[End]

Exhibit 3

Leases

1. Herrera Lease. That certain Mining Lease with Option to Purchase dated June 16, 1992 between Darlene Herrera, as lessor, and Homestake Mining Company of California, as lessee (the "**Herrera Lease**"). A memorandum of the Herrera Lease is recorded in Eureka County, Nevada as document number 141678. The Herrera Lease concerns the following patented mining claims located in Eureka County, Nevada:

Claim Name	Mineral Survey No.	Patent No.	APN
Continental	212	5684	009-240-11
Independent	248	6008	009-240-11

2. Mac-Kenzie Lease. That certain Mining Lease with Option to Purchase dated May 22, 1992 between Robert J. Mac-Kenzie and Doni P. Mac-Kenzie, as lessors, and Homestake Mining Company of California, as lessee (the "**Mac-Kenzie Lease**"). A memorandum of the Mac-Kenzie Lease is recorded in Eureka County, Nevada as document number 141310. The Mac-Kenzie Lease concerns an undivided 50% interest in the following patented mining claim located in Eureka County, Nevada:

Claim Name	Mineral Survey No.	Patent No.	APN
Star of the West	266	7981	009-240-08

3. Warren Lease. That certain Mining Lease with Option to Purchase dated June 9, 1992 between Charles Warren and Eva Ryan Fulton, as lessors, and Homestake Mining Company of California, as lessee (the "**Warren Lease**"). A memorandum of the Warren Lease is recorded in Eureka County, Nevada as document number 141311. The Warren Lease concerns the following patented mining claims located in Eureka County, Nevada:

Claim Name	Mineral Survey No.	Patent No.	APN
Shoo Fly No. 2	58	2294	009-240-09
Shoo Fly No. 3	59	2295	009-240-09

4. Biale South Lease. Part, but only part, of that certain Mining Lease with Option to Purchase dated May 12, 1992 between Arthur Biale, Elizabeth Biale and Albert Biale, as lessors, and Homestake Mining Company of California, as lessee, a memorandum of which is recorded in Eureka County, Nevada as document number 141228, as amended by that certain Amendment Number One dated January 11, 1993, recorded in Eureka County, Nevada as document number

144412 (as so limited and amended, the “**Biale South Lease**”). The Biale South Lease concerns the following unpatented lode mining claims located in Eureka County, Nevada:

Claim Name	BLM Legacy Serial No.
West	NMC72585
West Extension	NMC72591
West No. 3	NMC661796
West No. 4	NMC661797
West No. 5	NMC661798
HMC 2	NMC661366
HMC 5	NMC661369

The Biale South Lease is subject to and governed in part by an unrecorded Consent to Partial Assignment and Segregation of Lease dated May 11, 2021 among Ruby Hill Mining Company, LLC, E. Rosaleen Brown and Therese Selden.

[End]

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 009-240-01 et al. (see Exhibit A)
- b) _____
- c) _____
- d) _____

2. Type of Property:

- | | | | |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input checked="" type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY	
Notes:	_____

3. Total Value/Sales Price of Property:

Total Value	\$ 4,725,000.00
Deed in Lieu of Foreclosure Only (value of property)	\$ _____
Transfer Tax Value:	\$ 4,725,000.00
Real Property Transfer Tax Due:	\$ 18,427.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

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 *Randy Jensen* Capacity Attorney for Grantor
 Signature *CA* Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: FAD Mining Company, LLC
 Address: 9650 Gateway Dr. #202
 City: Reno
 State: NV Zip: 89521

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Golden Hill Mining LLC
 Address: 1100 Russell Street, Suite 100
 City: Thunder Bay
 State: ON Zip: Canada P7B 5N2

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Parr Brown Gee & Loveless Escrow # N/A
 Address: 101 South 200 East, Suite 700
 City: Salt Lake City State: UT Zip: 84111