

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

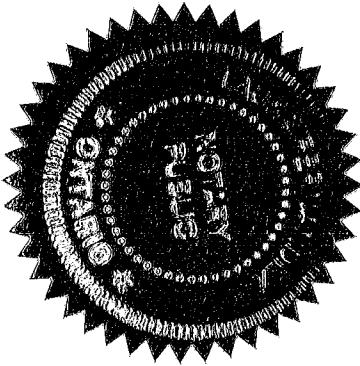
Grantee:

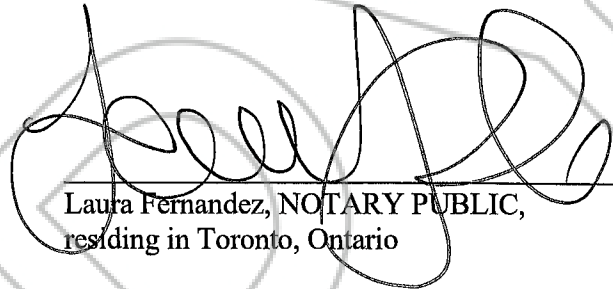
GOLDEN HILL MINING LLC, a Delaware limited liability company

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]

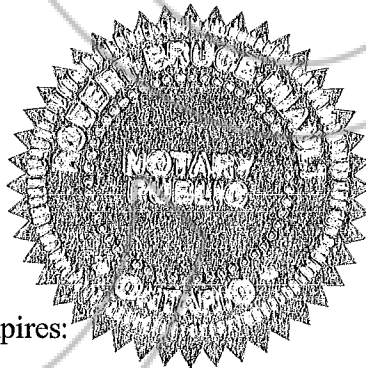
\_\_\_\_\_  
Laura Fernandez, NOTARY PUBLIC,  
residing in Toronto, Ontario

My commission does not expire

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

On this 14<sup>th</sup> 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.

\_\_\_\_\_  
*R. Mialt*  
\_\_\_\_\_, 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:

| <b>Claim Name</b>              | <b>Mineral Survey No.</b> | <b>Patent No.</b> | <b>Claim Type</b> | <b>APN</b> |
|--------------------------------|---------------------------|-------------------|-------------------|------------|
| 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 |

| <b>Claim Name</b>             | <b>Mineral Survey No.</b> | <b>Patent No.</b> | <b>Claim Type</b> | <b>APN</b> |
|-------------------------------|---------------------------|-------------------|-------------------|------------|
| 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:

| <b>Claim Name</b> | <b>BLM Legacy Serial Number</b> |
|-------------------|---------------------------------|
| 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                       |

| <b>Claim Name</b> | <b>BLM Legacy Serial Number</b> |
|-------------------|---------------------------------|
| 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                       |

| <b>Claim Name</b> | <b>BLM Legacy Serial Number</b> |
|-------------------|---------------------------------|
| 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                      |

| <b>Claim Name</b> | <b>BLM Legacy Serial Number</b> |
|-------------------|---------------------------------|
| 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:

| <b>Claim Name</b> | <b>Mineral Survey No.</b> | <b>Patent No.</b> | <b>APN</b> |
|-------------------|---------------------------|-------------------|------------|
| 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:

| <b>Claim Name</b> | <b>Mineral Survey No.</b> | <b>Patent No.</b> | <b>APN</b> |
|-------------------|---------------------------|-------------------|------------|
| 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:

| <b>Claim Name</b> | <b>Mineral Survey No.</b> | <b>Patent No.</b> | <b>APN</b> |
|-------------------|---------------------------|-------------------|------------|
| 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:

| <b>Claim Name</b> | <b>BLM Legacy Serial No.</b> |
|-------------------|------------------------------|
| 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

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)