

APN #: See Attached

Recorded at the request of, and
when recorded, return to:

Nevada Gold Mines LLC
1655 Mountain City Highway
Elko, Nevada 89801
Attention: Land Manager

EUREKA COUNTY, NV	2022-248910
Rec:\$37.00	
\$37.00 Pgs=9	11/14/2022 01:40 PM
PARSONS BEHLE & LATIMER	
KATHERINE J. BOWLING, CLERK RECORDER	

Mail Tax Statement to: N/A (mining lease)

Space Above for County Recorder's Use

Affirmation Statement: The undersigned affirms that this document does not contain any social security numbers or other personal information of any person (Per NRS 239B.030).

MEMORANDUM OF MINING LEASE

NOTICE IS HEREBY GIVEN that Nevada Gold Mines LLC, a Delaware limited liability company the address of which is 1655 Mountain City Highway, Elko, Nevada 89801 ("NGM"), Allfor Mineral, LP, a Delaware limited partnership ("Allfor") address of which is P.O. Box 2010, Elko Nevada 89803 and the Leo J. Puccinelli Family Trust, ("Puccinelli") address of which is 1490 Stardust St. #5130, Reno, Nevada 89513 (collectively, "Owner"), have entered into an Mining Lease and Agreement (the "Agreement") dated to be effective as of November 9, 2022 (the "Effective Date"), with respect to the property rights more particularly described in Exhibit A to this Memorandum (the "Property"). Capitalized terms in this Memorandum of Mining Lease not defined herein shall have the meanings ascribed to them in the Agreement.

Under the terms of the Agreement:

1. The entity and the trust that constitute Owner collectively own 52.5% of the mineral estate in the Property.
2. Owner granted the exclusive right to NGM and its successors and assigns, to prospect and explore for, mine by any method now known or hereafter discovered, process by any method now known or hereafter discovered, mill, prepare for market, store, sell and dispose of all metallic ores and minerals of every kind, except oil and gas, in, on or under the Property.
3. The term of the Agreement begins on the Effective Date and continues to and until the 5th anniversary of such date, subject to extension or earlier termination as provided in the Agreement. This Agreement automatically extends for additional 5-year terms unless terminated earlier pursuant to the terms of the Agreement.
4. The rights and obligations of Owner and NGM may be freely assigned in whole or in part upon sixty (60) days written notice to the other party. The provisions of the Agreement shall inure to the benefit of and be binding upon NGM, Owner, and their respective successors and assigns.

5. NGM shall pay to Owner a Production Royalty of three percent (3%) of net smelter returns. The Royalty payable to each party comprising Owner shall be the Royalty percentage rate of three percent (3%) multiplied by each Owner's percentage ownership interest in the minerals in respect of which the Royalty is payable.

The provisions of the Agreement shall inure to the benefit of and be binding upon Owner and NGM and their respective permitted successors and assigns.

[REMAINDER OF PAGE LEFT BLANK]

Dated effective as of the date first written above.
Nevada Gold Mines LLC

By: Hilary Wilson
Print Name: Hilary Wilson
Title: Corporate Secretary

Allfor Mineral, LP

By: Jon Griggs
Print Name: Jon Griggs
Title: President

Leo J. Puccinelli Family Trust

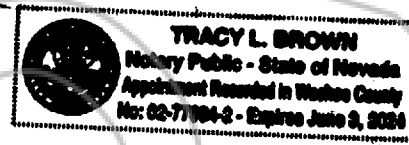
By: _____
Print Name: Edwin T. Basl
Title: Trustee

State of Nevada)
) ss.
County of Washoe)

This instrument was acknowledged before me on November 9, 2022, by Hiliary Wilson as Corporate Secretary of Nevada Gold Mines LLC.

Tracy L Brown
Notary Public in and for the State of Nevada
Residing at: 1370 Sandy Hill Lane,
Reno, NV 89523

Commission Expires: 6/3/2024

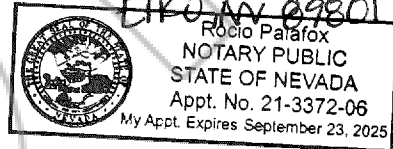


State of NEVADA)
) ss.
County of ELKO)

This instrument was acknowledged before me on November 10, 2022, by Jon Griggs as _____ of Allfor Mineral, LP.

Rocio Parafox
Notary Public in and for the State of NV
Residing at: 442 COURT ST
ELKO NV 89801

Commission Expires: 9/23/25



State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on November __, 2022, by Edwin T. Basl as Trustee of the Leo J. Puccinelli Family Trust.

Notary Public in and for the State of _____
Residing at: _____

Commission Expires: _____

Dated effective as of the date first written above.

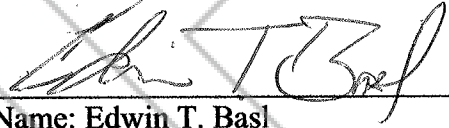
Nevada Gold Mines LLC

By: _____
Print Name: Hiliary Wilson
Title: Corporate Secretary

Allfor Mineral, LP

By: _____
Print Name: Jon Griggs
Title: President

Leo J. Puccinelli Family Trust

By: 
Print Name: Edwin T. Basl
Title: Trustee

State of Nevada)
) ss.
County of Elko)

This instrument was acknowledged before me on November ____, 2022, by Hiliary Wilson as Secretary of Nevada Gold Mines LLC.

Notary Public in and for the State of Nevada
Residing at: _____
Commission Expires: _____

Commission Expires: _____

State of _____)
) ss.
County of _____)

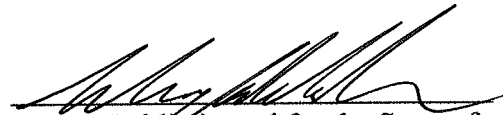
This instrument was acknowledged before me on November ____, 2022, by Jon Griggs as _____ of Allfor Mineral, LP.

Notary Public in and for the State of _____
Residing at: _____

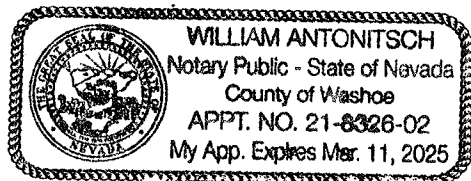
Commission Expires: _____

State of Nevada)
) ss.
County of Washoe)

This instrument was acknowledged before me on November 9, 2022, by Edwin T. Basl as Trustee of the Leo J. Puccinelli Family Trust.


Notary Public in and for the State of Nevada
Residing at: Reno, NV

Commission Expires: 03/11/2025



**EXHIBIT A
PROPERTY**

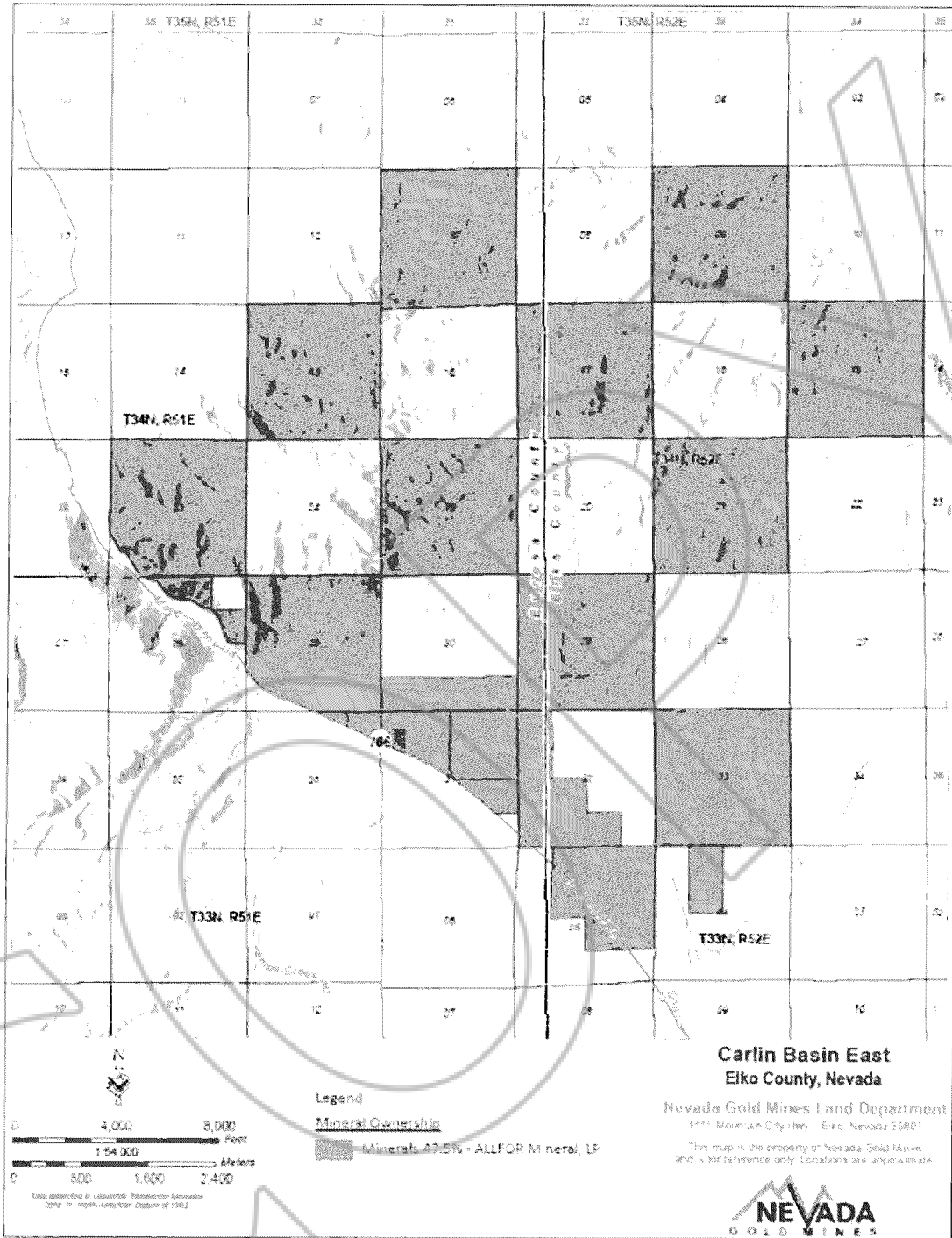
The following lands are held by Owner as follows:

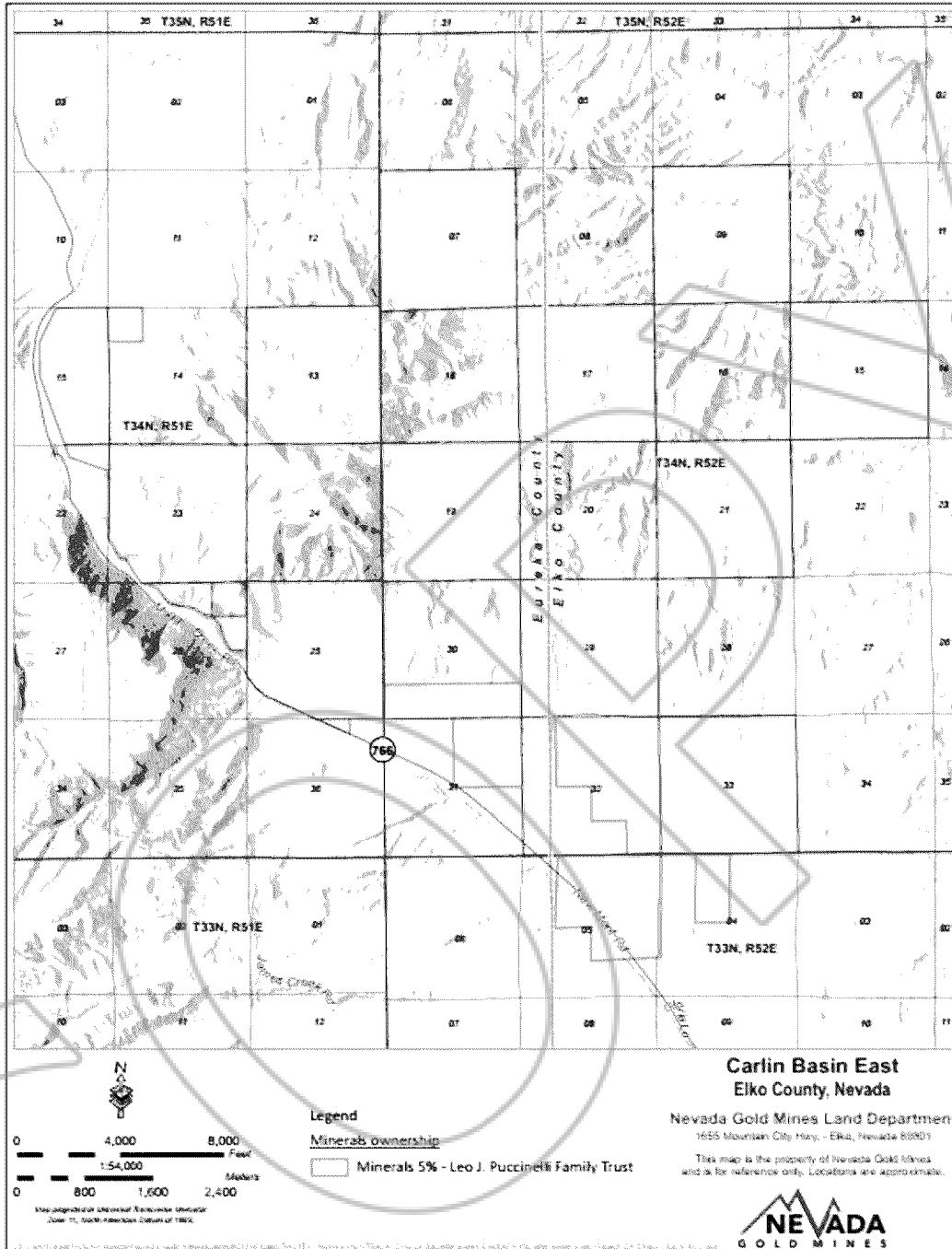
Allfor Mineral, LP: undivided 47.5% interest in minerals only

Leo J. Puccinelli Family Trust: undivided 5.0% interest in minerals only

The attached maps show the lands and ownership percentages in more detail.

Legal Description					
APN	Township	Range	Section	County	Aliquot Part
005-060-018	T33N	R52E	4	ELKO	LOT 3, SE4NW4
005-060-018	T33N	R52E	5	ELKO	LOTS 1-3, SE4NW4, S2NE4, N2SE4
004-190-23	T34N	R51E	13	EUREKA	ALL
004-190-22	T34N	R51E	14	EUREKA	NW4NW4
004-190-14	T34N	R51E	15	EUREKA	POR E2
004-200-35	T34N	R51E	22	EUREKA	POR N2NE4
004-200-35	T34N	R51E	23	EUREKA	ALL BUT POR W2SW4
004-200-36	T34N	R51E	25	EUREKA	POR NORTH & EAST OF 1946 DRIFT FENCE
004-200-36	T34N	R51E	26	EUREKA	PORS OF NE4NW4, NW4NE4, & SE4NE4 NORTH & EAST OF 1946 DRIFT FENCE
004-190-16	T34N	R52E	7	EUREKA	ALL
005-070-002	T34N	R52E	9	ELKO	ALL
005-070-002	T34N	R52E	15	ELKO	ALL
005-070-002/004-190-25	T34N	R52E	17	ELKO/EUREKA	ALL
004-200-06	T34N	R52E	19	EUREKA	ALL
005-070-002	T34N	R52E	21	ELKO	ALL
005-070-003/004-200-36	T34N	R52E	29	ELKO/EUREKA	ALL
004-200-36	T34N	R52E	30	EUREKA	LOT 4, SE4SW4, S2SE4
004-200-36	T34N	R52E	31	EUREKA	NE4
005-070-003/004-200-36	T34N	R52E	32	ELKO/EUREKA	W2W2, E2SW4, SW4SE4
005-070-003	T34N	R52E	33	ELKO/EUREKA	ALL





**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. N/A Mining Lease
 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 |
| <input checked="" type="checkbox"/> Other | |

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	


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

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: Mining Lease
Lease is for an undivided 52.5% interest in the mineral estate only

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: Buyer's Authorized Signatory
 (Attorney for Seller)

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Allfor Mineral, LP, et. al.
 Address: P.O. Box 2010
 City: Elko
 State: Nevada Zip: 89803

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Nevada Gold Mines LLC
 Address: 1655 Mountain City Highway
 City: Elko
 State: Nevada Zip: 89801

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED