

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended April 30, 2019

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Transition Period from _____ to _____

Commission File Number 000-52711

STAR GOLD CORP.

(Exact name of small business issuer as specified in its charter)

NEVADA

(State or other jurisdiction of incorporation or organization)
105 N. 4th Street, Suite 300

27-0348508

(IRS Employer Identification No.)

Coeur d'Alene, Idaho

(Address of principal executive office)

83814

(Postal Code)

(208) 664-5066

(Issuer's telephone number)

SECURITIES REGISTERED UNDER SECTION 12(b) OF THE ACT:

None

SECURITIES REGISTERED UNDER SECTION 12(g) OF THE ACT:

Common Stock, \$0.001 par value

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act:

Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act:

Yes ☐ No ☒

Indicate by check mark whether the issuer (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by checkmark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post filed). Yes ☒ No ☐

Indicate by checkmark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of III of this Form 10-K or any amendment to the Form 10-K. ☒

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "Accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act (Check one):

Large Accelerated Filer ☐ Accelerated Filer ☐ Non-Accelerated Filer ☐ Smaller Reporting Company ☒

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The Company had \$Nil in operating revenue during the year.

The aggregate market value of the Common Stock held by non-affiliates (as affiliates are defined in Rule 12b-2 of the Exchange Act) of the registrant, computed by reference to the average of the high and low sale price on **October 31, 2018** was \$ **4,643,690** .

As of **July 17, 2019** there were **77,394,841** shares of registrant's common stock, \$0.01 par value, issued and outstanding .

STAR GOLD CORP.
ANNUAL REPORT ON FORM 10-K
FOR THE YEAR ENDED APRIL 30, 2019
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C AUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K and the exhibits attached hereto contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Such forward-looking statements concern the Company’s anticipated results and developments in the Company’s operations in future periods, planned exploration and development of its properties, plans related to its business and other matters that may occur in the future. These statements relate to analyses and other information that are based on forecasts of future results, estimates of amounts not yet determinable and assumptions of management.

Any statement that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always using words or phrases such as “believes”, “expects” or “does not expect”, “is expected”, “anticipates” or “does not anticipate”, “plans”, “estimates”, or “intends”, or stating that certain actions, events or results “may” or “could”, “would”, “might” or “will” be taken, occur or be achieved) are not statements of historical fact and may be forward-looking statements. Forward-looking statements are subject to a variety of known and unknown risks, uncertainties and other factors which could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation:

- Risks related to the Company’s properties being in the exploration stage;
- Risks related to the mineral operations being subject to government regulation;
- Risks related to the Company’s ability to obtain additional capital to develop the Company’s resources, if any;
- Risks related to mineral exploration and development activities;
- Risks related to mineral estimates;
- Risks related to the Company’s insurance coverage for operating risks;
- Risks related to the fluctuation of prices for precious and base metals, such as gold, silver and copper;
- Risks related to the competitive industry of mineral exploration;
- Risks related to the title and rights in the Company’s mineral properties;
- Risks related to the possible dilution of the Company’s common stock from additional financing activities;
- Risks related to potential conflicts of interest with the Company’s management;
- Risks related to the Company’s shares of common stock;

This list is not exhaustive of the factors that may affect the Company’s forward-looking statements. Some of the important risks and uncertainties that could affect forward-looking statements are described further under the sections titled “Risk Factors and Uncertainties”, “Description of Business” and “Management’s Discussion and Analysis” of this Annual Report. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, believed, estimated or expected. The Company cautions readers not to place undue reliance on any such forward-looking statements, which speak only as of the date made. Star Gold Corp. disclaims any obligation subsequently to revise any forward-looking statements to reflect events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events, except as required by law. The Company advises readers to carefully review the reports and documents filed from time to time with the Securities and Exchange Commission (the “SEC”), particularly the Company’s Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

As used in this Annual Report, the terms “we,” “us,” “our,” “Star Gold,” and the “Company”, mean Star Gold Corp., unless otherwise indicated. All dollar amounts in this Annual Report are expressed in U.S. dollars, unless otherwise indicated.

Management’s Discussion and Analysis is intended to be read in conjunction with the Company’s financial statements and the integral notes (“Notes”) thereto for the fiscal year ending April 30, 2019. The following statements may be forward-looking in nature and actual results may differ materially.

PART I

ITEM 1. BUSINESS.

Corporate Background

The Company was originally incorporated on December 8, 2006, under the laws of the State of Nevada as Elan Development, Inc. On April 25, 2008, the name of the company was changed to Star Gold Corp. Star Gold Corp. is a pre-development stage company engaged in the acquisition and exploration of precious metal deposit properties and advancing them toward production. The Company is engaged in the business of exploring, evaluating and acquiring mineral prospects with the potential for economic deposits of precious and base metals.

Star Gold Corp. currently leases with an option to acquire certain unpatented mining claims located in the State of Nevada which in part make up what we refer to as the “Longstreet Property” (or the “Longstreet Project”). The Longstreet Property in its entirety comprises 125 mineral claims: 75 original optioned claims, of which 70 are unpatented staked claims and five claims leased from local ranchers, pursuant to the “Clifford Lease”; as well as 50 claims subsequently staked by Star Gold. The Longstreet Property covers a total area of approximately 2,500 acres (1,012 ha). The Longstreet Project is at an intermediate stage of exploration.

The Company has no patents, licenses, franchises or concessions which are considered by the Company to be of importance. The business is not of a seasonal nature. Because minerals are traded in the open market, the Company has little to no control over the competitive conditions in the industry.

Overview of Mineral Exploration and Current Operations

Star Gold Corp. is an exploration stage mineral company with no producing mines. Mineral exploration is essentially a research activity that does not produce a product. The Company acquires properties which it believes have potential to host economic concentrations of minerals, particularly gold and silver. These acquisitions have and may take the form of unpatented mining claims on federal land, or leasing claims, or private property owned by others. An unpatented mining claim is an interest, that can be acquired, in the mineral rights on open lands of the federally owned public domain. Claims are staked in accordance with the Mining Law of 1872, recorded with the federal government pursuant to laws and regulations established by the Bureau of Land Management. The Company intends to remain in the business of exploring for mining properties that have the potential to produce gold, silver, base metals and other commodities.

The Company will perform basic geological work to identify specific drill targets on the properties, and then collect subsurface samples by drilling to confirm the presence of mineralization (the presence of economic minerals in a specific area or geological formation). The Company may enter joint venture agreements with other companies to fund further exploration and/or development work. It is the Company’s plan to focus on assembling a high-quality group of mid-stage mineral (primarily gold and silver) exploration prospects, using the experience and contacts of the management group. By such prospects, the Company means properties that have been previously identified by third parties, (including prior owners and/or exploration companies), as mineral prospects with potential for economic mineralization. Often these properties have been sampled, mapped and sometimes drilled, usually with indefinite results. Accordingly, such acquired projects will have either prior exploration history or will have strong similarity to a recognized geologic ore deposit model. Geographic emphasis will be placed on the western United States.

The geologic potential and ore deposit models have been defined and specific drill targets identified the Company’s sole remaining property. The Company’s property evaluation process involves using basic geologic fieldwork to perform an initial evaluation of a property. If the evaluation is positive, the Company seeks to acquire, either by staking unpatented mining claims on open public domain, or by leasing the property from the owner of private property or the owner of unpatented claims. Once acquired, the Company then typically makes a more detailed evaluation of the property. This detailed evaluation involves expenditures for exploration work which may include rock and soil sampling, geologic mapping, geophysics, trenching, drilling or other means to determine if economic mineralization is present on a property.

Portions of the Company's mining properties are owned by third parties and leased to Star Gold as outlined in the following table:

Property name	Longstreet
Third parties	Great Basin Resources, Inc. and Clifford
Number of claims	125 ⁽¹⁾
Acres (approx.)	2,500
Agreements/Royalties	
Royalties	3% Net Smelter Royalty ("NSR")
Annual lease payments – total due through 2020	\$130,000
Minimum exploration expenditures – total due through 2020	\$1,200,000
Stock options – total due through 2020	50,000
Annual advance royalty payment	\$12,000
⁽¹⁾ Great Basin Resources, Inc. ("Great Basin") took assignment from MinQuest, Inc., of the 120 claims which are leased to the Company under the Longstreet Agreement (which was also assigned to Great Basin) (Note 3 of the financial statements contained in Item 8) and Clifford owns 5 claims (also Note 3) which are managed by the Company.	

Compliance with Government Regulations

Continuing to acquire and explore mineral properties in the State of Nevada will require the Company to comply with all regulations, rules and directives of governmental authorities and agencies applicable to the exploration of minerals in the State of Nevada and the United States Federal agencies.

United States

Mining in the State of Nevada is subject to federal, state and local law. Three types of laws are of particular importance to the Company's U.S. mineral properties: those affecting land ownership and mining rights; those regulating mining operations; and those dealing with the environment.

Land Ownership and Mining Rights.

On Federal Lands, mining rights are governed by the General Mining Law of 1872 (General Mining Law) as amended, 30 U.S.C. §§ 21-161 (various sections), which allows the location of mining claims on certain Federal Lands upon the discovery of a valuable mineral deposit and proper compliance with claim location requirements. A valid mining claim provides the holder with the right to conduct mining operations for the removal of locatable minerals, subject to compliance with the General Mining Law and Nevada state law governing the staking and registration of mining claims, as well as compliance with various federal, state and local operating and environmental laws, regulations and ordinances. As the owner or lessee of the unpatented mining claims, the Company has the right to conduct mining operations on the lands subject to the prior procurement of required operating permits and approvals, compliance with the terms and conditions of any applicable mining lease, and compliance with applicable federal, state, and local laws, regulations and ordinances.

Mining Operations

The exploration of mining properties and development and operation of mines is governed by both federal and state laws.

The State of Nevada likewise requires various permits and approvals before mining operations can begin, although the state and federal regulatory agencies usually cooperate to minimize duplication of permitting efforts. Among other things, a detailed reclamation plan must be prepared and approved, with bonding in the amount of projected reclamation costs. The bond is used to ensure that proper reclamation takes place, and the bond will not be released until that time. The Nevada Department of Environmental Protection, which is referred to as the NDEP, is the state agency that administers the reclamation permits, mine permits and related closure plans on the Nevada property. Local jurisdictions (such as Eureka County) may also impose permitting requirements (such as conditional use permits or zoning approvals).

Environmental Law

The development, operation, closure, and reclamation of mining projects in the United States requires numerous notifications, permits, authorizations, and public agency decisions. Compliance with environmental and related laws and regulations requires us to obtain permits issued by regulatory agencies, and to file various reports and keep records of the Company's operations. Certain of these permits require periodic renewal or review of their conditions and may be subject to a public review process during which opposition to the Company's proposed operations may be encountered. The Company is currently operating under various permits for activities connected to mineral exploration, reclamation, and environmental considerations. Unless and until a mineral resource is proved, it is unlikely Star Gold Corp. operations will move beyond the exploration stage. If in the future the Company decides to proceed beyond exploration, there will be numerous notifications, permit applications, and other decisions to be addressed at that time.

Competition

Star Gold Corp. competes with other mineral resource exploration and development companies for financing and for the acquisition of new mineral properties and for equipment and labor related to exploration and development of mineral properties. Many of the mineral resource exploration and development companies with whom the Company competes have greater financial and technical resources. Accordingly, competitors may be able to spend greater amounts on acquisitions of mineral properties of merit, on exploration of their mineral properties and on development of their mineral properties. In addition, they may be able to afford greater geological expertise in the targeting and exploration of mineral properties. This competition could result in competitors having mineral properties of greater quality and interest to prospective investors who may finance additional exploration and development. This competition could adversely impact Star Gold Corp.'s ability to finance further exploration and to achieve the financing necessary for the Company to develop its mineral properties.

The Company provides no assurance it will be able to compete in any of its business areas effectively with current or future competitors or that the competitive pressures faced by the Company will not have a material adverse effect on the business, financial condition and operating results.

Office and Other Facilities

Star Gold Corp. currently maintains its administrative offices at 105 N. 4th Street, Suite 300, Coeur d'Alene, ID 83814. The telephone number is (208) 664-5066. Star Gold Corp. does not currently own title to any real property.

Employees

The Company has no employees as of the date of this Annual Report on Form 10-K. Star Gold Corp. conducts business largely through independent contractor agreements with consultants.

Research and Development Expenditures

The Company has not incurred any research expenditures since incorporation.

Reports to Security Holders

The Registrant does not issue annual or quarterly reports to security holders other than the annual Form 10-K and quarterly Forms 10-Q as electronically filed with the SEC. Electronically filed reports may be accessed at www.sec.gov

ITEM 1A. RISK FACTORS.

The following factors, among others, could cause the actual operating results to differ materially from those indicated or suggested by forward-looking statements made in this Form 10-K or presented elsewhere from time to time.

Estimates of mineralized material are forward-looking statements inherently subject to error. Although resource estimates require a high degree of assurance in the underlying data when the estimates are made, unforeseen events and uncontrollable factors can have significant adverse or positive impacts on the estimates. Actual results may inherently differ from estimates. The unforeseen and uncontrollable factors include but are not limited to: geologic uncertainties including inherent sample variability, metal price fluctuations, variations in mining and processing parameters, and adverse changes in environmental or mining laws and regulations. The timing and effects of variances from estimated values cannot be accurately predicted.

Failure to successfully address the risks and uncertainties described below would have a material adverse effect on the Company's business, financial condition and/or results of operations, and the trading price of the Company's common stock may decline and investors may lose all or part of their investment. Star Gold Corp. cannot assure readers that the Company will successfully address these risks or other unknown risks that may affect its business.

Risks Related to the Company

The Company has a limited operating history on which to base an evaluation of the business and prospects

The Company has not derived any revenue from exploration of its properties. The Company's operating history has been limited to the acquisition and exploration of mineral properties. Such history does not provide a meaningful basis for an evaluation of its prospects for success if future determinations are made that mineral reserves exist and to commence construction and operation of a mine. Other than through conventional and typical exploration methods and procedures, the Company has no additional means to evaluate the likelihood of whether its mineral property contains any mineral reserve or, if they do, that it will be operated successfully. The Company anticipates that it will continue to incur operating costs without realizing any operating revenues during the period it explores existing and any future acquired properties.

During the fiscal year ended April 30, 2019, the Company had a net loss of \$335,704 in connection with the maintenance and exploration of its mineral properties and the operation of the exploration business. The Company therefore expects to continue to incur significant losses into the foreseeable future. The Company recognizes that if it is unable to generate significant revenues from mining operations and dispositions of its properties, the Company will not be able to earn profits or continue operations. At this early stage of operations, the Company expects to face the risks, uncertainties, expenses and difficulties frequently encountered by companies at the development stage of their business. The Company cannot ensure it will be successful in addressing these risks and uncertainties and the failure to do so could have a materially adverse effect on its financial condition. There is no history upon which to base any assumption as to the likelihood that the Company will prove successful and the Company can provide investors no assurance that we will generate any operating revenue or ever achieve profitable operations.

Investors' interests in the Company will be diluted and investors may suffer dilution in their net book value per share if the Company issues additional employee/director/consultant options or if the Company sells additional shares to finance its operation.

The Company has not generated any operational revenues from the exploration of any properties. In order to further expand the Company's business and meet its objectives, including but not limited to, obtaining funds to further explore the Company's existing properties or to finance any acquisition activity, growth and/or additional exploration programs, should those opportunities present themselves, and depending on the outcome of its exploration programs, additional capital funding may need to be obtained through the sale and issuance of additional equity, debt or derivative securities. The Company may also, in the future, grant to some or all of its directors, officers, insiders and key employees/consultants, options or other rights to acquire common or preferred shares in the Company as non-cash incentives. The issuance of any additional equity securities could cause then-existing stockholders to experience dilution of their ownership interests.

Should the Company issue additional shares to finance its business activities, investors' interests in the Company may be diluted and investors may suffer dilution in their net book value per share depending on the price at which such securities are sold. As of the date of the filing of this report there are outstanding 30,654,249 common share purchase warrants exercisable into 30,654,249 shares of common stock, and 6,645,000 options granted that are exercisable into 6,645,000 shares of common stock. If these are exercised or converted, these would represent approximately 32.5% of the Company's then issued and outstanding shares. If all the warrants and options are exercised and the underlying shares issued, such issuance would cause a reduction in the proportionate ownership and voting power of all other stockholders. The dilution may result in a decline in the market price of the Company's shares.

Conflicts of interest

Certain of the Company's officers and directors may be or become associated with other businesses, including natural resource companies that acquire interests in properties. Such associations may give rise to conflicts of interests from time to time. The Company's directors are required by law to act honestly and in good faith with a view to the Company's best interests and to disclose any interest, which they may have in any of the Company's projects or opportunities. In general, if a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter or, if he does vote, his vote will not be counted.

Dependence on Key Management Personnel

The Company's ability to continue exploration and development activities and to develop a competitive edge in the marketplace depends, in large part, on its ability to attract and maintain qualified key management personnel. Competition for such personnel is intense, and there can be no assurance that the Company will be able to attract and retain such personnel. The Company's development now, and in the future, will depend on the effort of key executives such as Lindsay Gorrill, Kelly Stopher, and David Segelov. The loss of any of these key people could have a material adverse effect on the Company's business. In addition, the Company has expanded the provisions of its stock option plan so the Company can provide incentive for the key personnel.

Failure to obtain additional financing

Unless and until the Company can generate revenues from operations, the Company's main potential continuing source of funds will be additional debt and/or equity financings which may not be sufficient to sustain operations. There is no guarantee that the Company, if needed, will be able to raise additional funds through debt and/or equity financing or that any such financing will be able to be obtained on terms beneficial to the Company. If Star Gold Corp. is unsuccessful in raising additional funds, the Company will not be able to develop its properties and may be unable to continue as a going concern.

Company Directors and Officers own 26,681,482 shares of the Company's outstanding common stock (34.5%) which may cause corporate decisions influenced by the Directors and Officers to appear to be inconsistent with the interests of other stockholders.

Company directors and/or officers as a group control a combined 34.5% of the issued and outstanding shares of the Company's common stock. Accordingly, while none of the current directors and/or officers (individually or collectively) can control, as shareholders, who is elected to the board of directors, since these individuals are not simply passive investors but are also active members of Company management, their interests as directors and/or officers and shareholders may, at times, be adverse to those interests of merely passive investors. Where those conflicts exist, stockholders will be dependent upon management exercising their fiduciary duties as members of the Board of Directors and/or as an officer. Also, due to their stock ownership position, members of the Company's management team will have: (i) the ability to substantially influence the outcome of many (if not most) corporate actions requiring stockholder approval, including amendments to the Company's Articles of Incorporation; and (ii) the ability to substantially influence corporate combinations or similar transactions that might benefit minority stockholders which may not be supported by management to the detriment of smaller and/or passive investors.

There is substantial risk that no commercially viable mineral deposits will be found due to speculative nature of mineral exploration,

Exploration for commercially viable mineral deposits is a speculative venture involving substantial risk. Star Gold cannot provide investors with assurance that any of its mining claim contains commercially viable mineral deposits. The exploration program that the Company will conduct on its claim may not result in the discovery of commercially viable mineral deposits. Problems such as unusual and unexpected rock formations and other conditions are involved in mineral exploration and often result in unsuccessful exploration efforts. In such a case, the Company may be unable to complete its business plan and investors could lose their entire investment.

Due to the inherent dangers involved in mineral exploration, there is a risk that the Company may incur liability or damages as it conducts its business.

The search for minerals involves numerous hazards. As a result, Star Gold Corp. may become subject to liability for such hazards, including pollution, cave-ins and other hazards against which the Company cannot insure or against which we may elect not to insure. Star Gold Corp. currently has no such insurance nor does the Company expect to acquire such insurance for the foreseeable future. If a hazard were to occur, the costs of rectifying the hazard may exceed the Company's asset value and cause management to liquidate all the Company's assets resulting in the loss of a stockholder's entire investment.

Exploration efforts may be adversely affected by metals price volatility causing the Company to cease exploration efforts.

The Company has no earnings from operations. However, the success of any exploration effort is derived from the price of metals which are affected by numerous factors including: 1) expectations for inflation; 2) investor speculative activities; 3) relative exchange rate of the U.S. dollar to other currencies; 4) global and regional demand and production; 5) global and regional political and economic conditions; and 6) production costs in major producing regions. These factors are beyond the Company's control and are impossible for the Company to accurately predict.

There is no guarantee that current favorable prices for metals and other commodities will be sustained. If the market prices for these commodities fall the Company may suspend or cease exploration efforts.

Governmental regulation and environmental risks

The Company's business is subject to extensive federal, state and local laws and regulations governing mining exploration, development, production, labor standards, occupational health, waste disposal, use of toxic substances, environmental regulations, mine safety and other matters. New legislation and regulations may be adopted at any time that results in additional operating expense, capital expenditures or restrictions and delays in the exploration, mining, production or development of its properties

Internal control, fraud detection and financial reporting

Should the Company fail to maintain an effective system of internal controls, it may not be able to detect fraud or report financial results accurately, which could harm the business and could subject the Company to regulatory scrutiny.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 (“Section 404”), the Company is required to perform an evaluation of the effectiveness of its internal controls over financial reporting. The Company is not required to have an independent registered public accounting firm test and evaluate the design and operating effectiveness of such internal controls and publicly attest to such evaluation. Continuing compliance with the requirements of Section 404 is expected to be expensive and time-consuming. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm the Company’s operating results or cause the Company to fail to meet its reporting obligations.

Risks Associated with the Company’s Common Stock

Star Gold Corp. stock is a penny stock; stockholders will be more limited in their ability to sell their stock.

The shares of Star Gold Corp. common stock constitute “penny stocks” under the Exchange Act. The shares will remain classified as a penny stock for the foreseeable future. The classification as a penny stock makes it more difficult for a broker/dealer to sell the stock into a secondary market, which makes it more difficult for a purchaser to liquidate his or her investment. Any broker/dealer engaged by the purchaser for the purpose of selling his or her shares will be subject to rules 15c-1 through 15c-10 of the Exchange Act. Rather than having to comply with these rules, some broker-dealers will refuse to attempt to sell a penny stock.

The “penny stock” rules adopted by the SEC under the Exchange Act subjects the sale of the shares of the Company’s common stock to certain regulations which impose sales practice requirements on broker/dealers. For example, brokers/dealers selling such securities must, prior to effecting the transaction, provide their customers with a document that discloses the risks of investing in such securities.

Legal remedies, which may be available to an investor in “penny stocks,” are as follows:

- a) if “penny stock” is sold to an investor in violation of his or her rights listed above, or other federal or states securities laws, the investor may be able to cancel his or her purchase and get his or her money back.
- b) if the stocks are sold in a fraudulent manner, the investor may be able to sue the persons and firms that caused the fraud for damages
- c) if the investor has signed an arbitration agreement, however, he or she may have to pursue his or her claims through arbitration.

If the person purchasing the securities is someone other than an accredited investor or an established customer of the broker/dealer, the broker/dealer must also approve the potential customer’s account by obtaining information concerning the customer’s financial situation, investment experience and investment objectives. The broker/dealer must also decide whether the transaction is suitable for the customer and whether the customer has sufficient knowledge and experience in financial matters to be reasonably expected to be capable of evaluating the risk of transactions in such securities. Accordingly, the SEC’s rules may limit the number of potential purchasers of the shares of Star Gold Corp. common stock.

The Company’s stock price has been volatile and stockholder investment in the Company’s common stock could suffer a decline in value.

The Company’s common stock is quoted via the OTC Markets. The market price of the Company’s common stock may fluctuate significantly in response to a number of factors, some of which are beyond the Company’s control. These factors include price fluctuations of precious metals, government regulations, disputes regarding mining claims, broad stock market fluctuations and economic conditions in the United States.

Although the Company's common stock is currently quoted via the OTC Markets, there are no assurances any public market for the Company's common stock will continue. There are also no assurances as to the depth or liquidity of any such market or the prices at which holders may be able to sell the shares. An investment in these shares may be totally illiquid and investors may not be able to liquidate their investment readily or at all when they need or desire to sell.

The Company does not intend to pay any dividends on shares of common stock in the near future.

The Company does not currently anticipate declaring and paying dividends to its stockholders in the near future, and any future decision as to the payment of dividends will be at the discretion of the board of directors and will depend upon the Company's earnings, financial position, capital requirements, plans for expansion and such other factors as the board of directors deems relevant. It is the Company's intention to apply net earnings, if any, in the foreseeable future to finance the growth and development of the business.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

None

ITEM 2. PROPERTIES.

The Company headquarters are located at 105 N. 4th Street, Suite 300, Coeur d'Alene, Idaho, 83814. The Company believes this office space and facilities are sufficient to meet the Company's present needs, and do not anticipate any difficulty securing alternative or additional space, as needed, on terms acceptable to the Company.

The Company currently does not own any real property. The Company owns a vehicle for business use in Nevada and other personal property used in the conduct of the Company's business at its headquarters and at its various holdings in Nevada.

The Company is an exploration stage company with no proven or measured mineral reserves. There is no assurance that a commercially viable mineral deposit exists at the Longstreet Property. Further exploration will be required before any final determination as to the economic or legal feasibility may be made as to the Company's property.

THE LONGSTREET PROPERTY

In January of 2010 Star Gold signed an agreement (the "Longstreet Agreement") to lease with an option to acquire from MinQuest, Inc. ("MinQuest"), 60 unpatented mining claims totaling approximately 490 hectares. The Company completed its first phase of drilling in 2011. On July 9, 2010, the Company and MinQuest entered into an amended agreement to add an additional 10 claims and expanded the total to 70 unpatented claims. In addition, Star Gold agreed to reimburse MinQuest for 5 claims leased from a third party, Roy Clifford. The Longstreet Property comprises 125 mineral claims (75 original optioned claims, of which 70 are unpatented staked claims and five claims acquired from local ranchers (Roy Clifford et al)), as well as 50 claims subsequently staked by Star Gold, covering a total area of approximately 2,500 acres (1,012 ha) (Figure 6-1). The claims are located within Sections 9-17, 20, and 21 of T6N, R47E, MDB&M (Mount Diablo Base Line & Meridian), Nye County. The entire 125 claims (the 5 claims covered by the Clifford Lease are not subject to the Longstreet Agreement) comprise the Longstreet Property.

On July 25, 2017, MinQuest assigned, conveyed and transferred to Great Basin Resources, Inc. ("Great Basin") all of the rights, title and interest of Minquest in and to the Longstreet Property and the Longstreet Agreement.

Of the 50 claims staked by Star Gold, 38 are adjacent to the eastern boundary of the property and were staked with the objective of providing a site for potential leach pads planned for future development of the Main Zone (the "Leach Pad Claims"). The remaining 12 claims staked by Star Gold lie along a corridor leading from the main Longstreet property to the Leach Pad Claims.

A list of claims, ownership and Bureau of Land Management (BLM) serial numbers is shown below:

Claim Name	Registered Owner	NMC Number	Area (Acres)	Date Located	Good Until Date
Original Longstreet Property Claims					
Longstreet 1A	Great Basin Resources, Inc.	799562	20	22-Jan-1999	September 1, 2019
Longstreet 2A	Great Basin Resources, Inc.	799563	20	22-Jan-1999	September 1, 2019
Longstreet 3A	Great Basin Resources, Inc.	799564	20	22-Jan-1999	September 1, 2019
Longstreet 6A	Great Basin Resources, Inc.	799565	20	22-Jan-1999	September 1, 2019
Longstreet 7A	Great Basin Resources, Inc.	799566	20	22-Jan-1999	September 1, 2019
Longstreet 8A	Great Basin Resources, Inc.	799567	20	22-Jan-1999	September 1, 2019
Longstreet 9A	Great Basin Resources, Inc.	799568	20	22-Jan-1999	September 1, 2019
Longstreet 16A	Great Basin Resources, Inc.	799569	20	22-Jan-1999	September 1, 2019
Longstreet 13	Great Basin Resources, Inc.	799570	20	22-Jan-1999	September 1, 2019
Longstreet 32	Great Basin Resources, Inc.	799571	20	22-Jan-1999	September 1, 2019
Longstreet 34	Great Basin Resources, Inc.	799572	20	22-Jan-1999	September 1, 2019
Longstreet 4A	Great Basin Resources, Inc.	836168	20	2-Feb-2002	September 1, 2019
Longstreet 5A	Great Basin Resources, Inc.	836169	20	2-Feb-2002	September 1, 2019
Longstreet 8	Great Basin Resources, Inc.	836170	20	2-Feb-2002	September 1, 2019
Longstreet 10	Great Basin Resources, Inc.	836171	20	2-Feb-2002	September 1, 2019
Longstreet 10A	Great Basin Resources, Inc.	836172	20	2-Feb-2002	September 1, 2019
Longstreet 28	Great Basin Resources, Inc.	836173	20	2-Feb-2002	September 1, 2019
Longstreet 30	Great Basin Resources, Inc.	836174	20	2-Feb-2002	September 1, 2019
Longstreet 36	Great Basin Resources, Inc.	836175	20	2-Feb-2002	September 1, 2019
Longstreet 37	Great Basin Resources, Inc.	836176	20	2-Feb-2002	September 1, 2019
Longstreet 39	Great Basin Resources, Inc.	836177	20	2-Feb-2002	September 1, 2019
Longstreet 41	Great Basin Resources, Inc.	836178	20	2-Feb-2002	September 1, 2019
Longstreet 43	Great Basin Resources, Inc.	836179	20	2-Feb-2002	September 1, 2019
Longstreet 45	Great Basin Resources, Inc.	836180	20	2-Feb-2002	September 1, 2019
Longstreet 47	Great Basin Resources, Inc.	836181	20	2-Feb-2002	September 1, 2019
Longstreet 49	Great Basin Resources, Inc.	836182	20	2-Feb-2002	September 1, 2019

Claim Name	Registered Owner	NMC Number	Area (Acres)	Date Located	Good Until Date
Longstreet 101	Great Basin Resources, Inc.	836183	20	2-Feb-2002	September 1, 2019
Longstreet 102	Great Basin Resources, Inc.	836184	20	2-Feb-2002	September 1, 2019
Longstreet 103	Great Basin Resources, Inc.	836185	20	2-Feb-2002	September 1, 2019
Longstreet 104	Great Basin Resources, Inc.	836186	20	2-Feb-2002	September 1, 2019
Longstreet 105	Great Basin Resources, Inc.	836187	20	2-Feb-2002	September 1, 2019
Longstreet 106	Great Basin Resources, Inc.	836188	20	2-Feb-2002	September 1, 2019
Longstreet 107	Great Basin Resources, Inc.	836189	20	2-Feb-2002	September 1, 2019
Longstreet 108	Great Basin Resources, Inc.	836190	20	2-Feb-2002	September 1, 2019
Longstreet 12	Great Basin Resources, Inc.	843867	20	25-Feb-2003	September 1, 2019
Longstreet 14	Great Basin Resources, Inc.	843868	20	25-Feb-2003	September 1, 2019
Longstreet 16	Great Basin Resources, Inc.	843869	20	25-Feb-2003	September 1, 2019
Longstreet 18	Great Basin Resources, Inc.	843870	20	25-Feb-2003	September 1, 2019
Longstreet 20	Great Basin Resources, Inc.	843871	20	25-Feb-2003	September 1, 2019
Longstreet 26	Great Basin Resources, Inc.	843872	20	25-Feb-2003	September 1, 2019
Longstreet 42	Great Basin Resources, Inc.	843873	20	25-Feb-2003	September 1, 2019
Longstreet 44	Great Basin Resources, Inc.	843874	20	25-Feb-2003	September 1, 2019
Longstreet 46	Great Basin Resources, Inc.	843875	20	25-Feb-2003	September 1, 2019
Longstreet 48	Great Basin Resources, Inc.	843876	20	25-Feb-2003	September 1, 2019
Longstreet 50	Great Basin Resources, Inc.	843877	20	25-Feb-2003	September 1, 2019
Longstreet 40	Great Basin Resources, Inc.	851568	20	25-Feb-2003	September 1, 2019
Longstreet 118	Great Basin Resources, Inc.	851569	20	29-Sep-2003	September 1, 2019
Longstreet 119	Great Basin Resources, Inc.	851570	20	29-Sep-2003	September 1, 2019
Longstreet 120	Great Basin Resources, Inc.	851571	20	29-Sep-2003	September 1, 2019
Longstreet 121	Great Basin Resources, Inc.	851572	20	29-Sep-2003	September 1, 2019

Claim Name	Registered Owner	NMC Number	Area (Acres)	Date Located	Good Until Date
Longstreet 122	Great Basin Resources, Inc.	851573	20	29-Sep-2003	September 1, 2019
Longstreet 123	Great Basin Resources, Inc.	851574	20	29-Sep-2003	September 1, 2019
Longstreet 124	Great Basin Resources, Inc.	851575	20	29-Sep-2003	September 1, 2019
Longstreet 109	Great Basin Resources, Inc.	855021	20	25-Feb-2003	September 1, 2019
Longstreet 110	Great Basin Resources, Inc.	855022	20	25-Feb-2003	September 1, 2019
Longstreet 111	Great Basin Resources, Inc.	855023	20	25-Feb-2003	September 1, 2019
Longstreet 112	Great Basin Resources, Inc.	855024	20	25-Feb-2003	September 1, 2019
Longstreet 113	Great Basin Resources, Inc.	855025	20	25-Feb-2003	September 1, 2019
Longstreet 114	Great Basin Resources, Inc.	855026	20	25-Feb-2003	September 1, 2019
Longstreet 115	Great Basin Resources, Inc.	855027	20	25-Feb-2003	September 1, 2019
Longstreet 56	Great Basin Resources, Inc.	1025831	20	9-Jul-2010	September 1, 2019
Longstreet 57	Great Basin Resources, Inc.	1025832	20	9-Jul-2010	September 1, 2019
Longstreet 58	Great Basin Resources, Inc.	1025833	20	9-Jul-2010	September 1, 2019
Longstreet 59	Great Basin Resources, Inc.	1025834	20	9-Jul-2010	September 1, 2019
Longstreet 60	Great Basin Resources, Inc.	1025835	20	9-Jul-2010	September 1, 2019
Longstreet 61	Great Basin Resources, Inc.	1025836	20	9-Jul-2010	September 1, 2019
Longstreet 62	Great Basin Resources, Inc.	1025837	20	9-Jul-2010	September 1, 2019
Longstreet 63	Great Basin Resources, Inc.	1025838	20	9-Jul-2010	September 1, 2019
Longstreet 64	Great Basin Resources, Inc.	1025839	20	9-Jul-2010	September 1, 2019
Longstreet 65	Great Basin Resources, Inc.	1025840	20	9-Jul-2010	September 1, 2019
Longstreet 11	Roy Clifford et al	164002	20	14-Jun-1980	September 1, 2019
Longstreet 12	Roy Clifford et al	164003	20	14-Jun-1980	September 1, 2019
Longstreet 14	Roy Clifford et al	164005	20	14-Jun-1980	September 1, 2019
Longstreet 15	Roy Clifford et al	164006	20	14-Jun-1980	September 1, 2019
Morning Star	Roy Clifford et al	96719	20	1-Jul-1957	September 1, 2019
Subtotal Original	75		1,500		
Leach Pad Claims					
Longstreet 200	Great Basin Resources, Inc.	1073640	20	22-Jun-2012	September 1, 2019
Longstreet 201	Great Basin Resources, Inc.	1073641	20	22-Jun-2012	September 1, 2019
Longstreet 202	Great Basin Resources, Inc.	1073642	20	22-Jun-2012	September 1, 2019

Claim Name	Registered Owner	NMC Number	Area (Acres)	Date Located	Good Until Date
Longstreet 203	Great Basin Resources, Inc.	1073643	20	22-Jun-2012	September 1, 2019
Longstreet 204	Great Basin Resources, Inc.	1073644	20	22-Jun-2012	September 1, 2019
Longstreet 205	Great Basin Resources, Inc.	1073645	20	22-Jun-2012	September 1, 2019
Longstreet 206	Great Basin Resources, Inc.	1073646	20	22-Jun-2012	September 1, 2019
Longstreet 207	Great Basin Resources, Inc.	1073647	20	22-Jun-2012	September 1, 2019
Longstreet 208	Great Basin Resources, Inc.	1073648	20	22-Jun-2012	September 1, 2019
Longstreet 209	Great Basin Resources, Inc.	1073649	20	22-Jun-2012	September 1, 2019
Longstreet 210	Great Basin Resources, Inc.	1073650	20	22-Jun-2012	September 1, 2019
Longstreet 211	Great Basin Resources, Inc.	1073651	20	22-Jun-2012	September 1, 2019
Longstreet 212	Great Basin Resources, Inc.	1073652	20	22-Jun-2012	September 1, 2019
Longstreet 213	Great Basin Resources, Inc.	1073653	20	22-Jun-2012	September 1, 2019
Longstreet 214	Great Basin Resources, Inc.	1073654	20	22-Jun-2012	September 1, 2019
Longstreet 215	Great Basin Resources, Inc.	1073655	20	22-Jun-2012	September 1, 2019
Longstreet 216	Great Basin Resources, Inc.	1073656	20	22-Jun-2012	September 1, 2019
Longstreet 217	Great Basin Resources, Inc.	1073657	20	22-Jun-2012	September 1, 2019
Longstreet 218	Great Basin Resources, Inc.	1073658	20	22-Jun-2012	September 1, 2019
Longstreet 219	Great Basin Resources, Inc.	1073659	20	22-Jun-2012	September 1, 2019
Longstreet 220	Great Basin Resources, Inc.	1073660	20	22-Jun-2012	September 1, 2019
Longstreet 210	Great Basin Resources, Inc.	1073661	20	22-Jun-2012	September 1, 2019
Longstreet 220	Great Basin Resources, Inc.	1073662	20	22-Jun-2012	September 1, 2019
Longstreet 223	Great Basin Resources, Inc.	1073663	20	22-Jun-2012	September 1, 2019
Longstreet 224	Great Basin Resources, Inc.	1073664	20	22-Jun-2012	September 1, 2019

Claim Name	Registered Owner	NMC Number	Area (Acres)	Date Located	Good Until Date
Longstreet 225	Great Basin Resources, Inc.	1073665	20	22-Jun-2012	September 1, 2019
Longstreet 226	Great Basin Resources, Inc.	1073666	20	22-Jun-2012	September 1, 2019
Longstreet 227	Great Basin Resources, Inc.	1073667	20	22-Jun-2012	September 1, 2019
Longstreet 228	Great Basin Resources, Inc.	1073668	20	22-Jun-2012	September 1, 2019
Longstreet 229	Great Basin Resources, Inc.	1073669	20	22-Jun-2012	September 1, 2019
Longstreet 230	Great Basin Resources, Inc.	1073670	20	22-Jun-2012	September 1, 2019
Longstreet 231	Great Basin Resources, Inc.	1073671	20	22-Jun-2012	September 1, 2019
Longstreet 232	Great Basin Resources, Inc.	1073672	20	22-Jun-2012	September 1, 2019
Longstreet 233	Great Basin Resources, Inc.	1073673	20	22-Jun-2012	September 1, 2019
Longstreet 234	Great Basin Resources, Inc.	1073674	20	22-Jun-2012	September 1, 2019
Longstreet 235	Great Basin Resources, Inc.	1073675	20	22-Jun-2012	September 1, 2019
Longstreet 236	Great Basin Resources, Inc.	1073676	20	22-Jun-2012	September 1, 2019
Longstreet 237	Great Basin Resources, Inc.	1073677	20	22-Jun-2012	September 1, 2019
Subtotal Leach Pad	38		760		
Corridor Claims					
Longstreet 66	Great Basin Resources, Inc.	1080730	20	5-Sept-2012	September 1, 2019
Longstreet 238	Great Basin Resources, Inc.	1080731	20	5-Sept-2012	September 1, 2019
Longstreet 239	Great Basin Resources, Inc.	1080732	20	5-Sept-2012	September 1, 2019
Longstreet 240	Great Basin Resources, Inc.	1080733	20	5-Sept-2012	September 1, 2019
Longstreet 241	Great Basin Resources, Inc.	1080734	20	5-Sept-2012	September 1, 2019
Longstreet 242	Great Basin Resources, Inc.	1080735	20	5-Sept-2012	September 1, 2019
Longstreet 243	Great Basin Resources, Inc.	1080736	20	5-Sept-2012	September 1, 2019
Longstreet 244	Great Basin Resources, Inc.	1080737	20	5-Sept-2012	September 1, 2019
Longstreet 245	Great Basin Resources, Inc.	1080738	20	5-Sept-2012	September 1, 2019
Longstreet 246	Great Basin Resources, Inc.	1080739	20	5-Sept-2012	September 1, 2019
Longstreet 247	Great Basin Resources, Inc.	1080740	20	5-Sept-2012	September 1, 2019
Longstreet 248	Great Basin Resources, Inc.	1080741	20	5-Sept-2012	September 1, 2019
Subtotal Corridor	12		240		
Total	125		2,500		

Star Gold must make annual claim filing fees (\$155.00 per claim in 2018) with the Bureau of Land Management (BLM), and Nevada/Nye County claim filing fees of \$12.00 per claim plus \$10.00 for filing with the Nye County office at Tonopah, NV. The fiscal year ended April 30, 2019 annual claim payments totaled \$23,824.

The terms of the amended Longstreet Agreement required an initial cash payment of \$20,000, the issuance of 25,000 stock options based on “fair market price” to MinQuest on or about January 16, 2016. The amended Longstreet Agreement also requires cash payments totaling \$230,000 over five years and 160,000 stock options based on “fair market price” over the same seven-year period. The Company has agreed to work commitments of \$1,650,000 over five years. Following the fifth anniversary of the amended agreement and if commitments have been met Star Gold shall receive a quitclaim deed for a 100% interest in the properties covered by the Longstreet Agreement, as amended, in consideration of an ongoing 3% NSR to MinQuest; due to the assignment of the Longstreet Agreement to Great Basin, Inc., in the future all required issuances of stock options and payment of sums owed pursuant to the Longstreet Agreement, will be issued and paid to Great Basin. The Longstreet Agreement does not cover the 5 claims subject to the Clifford Lease.

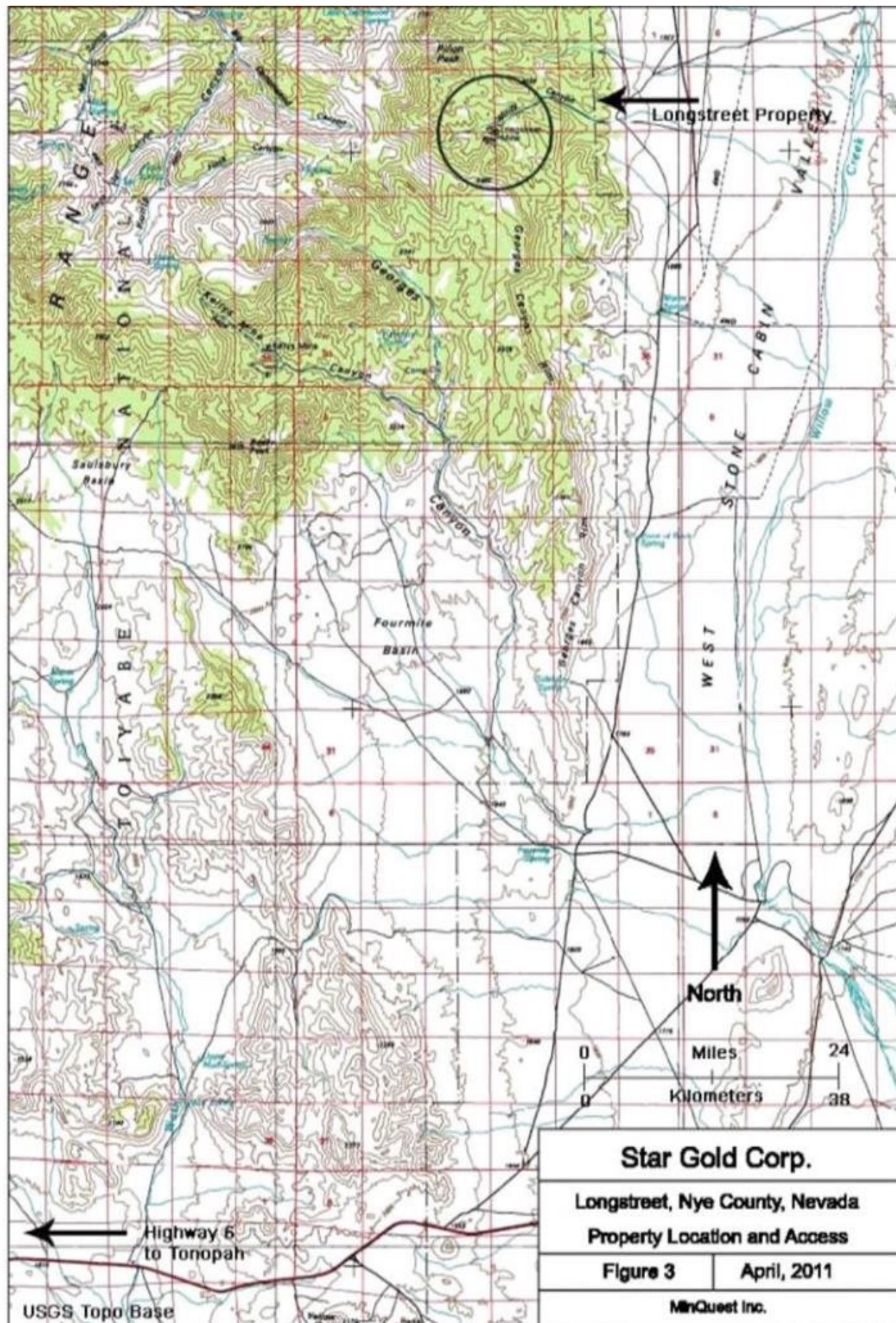
The Longstreet project is located 48 kilometers southeast of the Round Mountain Mine in Nevada. Longstreet is a Round Mountain style volcanic-hosted gold deposit. The first vein mapping program ever done at Longstreet was completed in October 2002. This work disclosed that gold-bearing veins at Main, as well as 6 other targets in the project area are steeply dipping. Most of the previous drilling was vertical. This indicates high potential to increase continuity, tonnage and grade of the resource. Surface geochemical sampling of veins from all the currently defined targets found gold values up to 18.1 g/t. As at Round Mountain the property contains strong potential for both open pit heap-leachable and high-grade millable ore. No party reading this report should conclude the Longstreet property has economic mineralization due to Longstreet’s proximity to Round Mountain. Comparison to this and other historic or producing mines is strictly informational relative to location and similar geologic characteristics.

History: The Longstreet Property was discovered in the early 1900’s but had limited development work until 1929. A 1929 report and maps show development of the “Golden Lion Mine” on two levels spaced 75 meters apart vertically. The report indicates development of 300,000 tons of “vein material” averaging 0.20 oz/ton (6.8 g/t) gold and 8 oz/ton (274 g/t) silver. A mill was constructed, the remnants of which are still on the property. However, the small stopes underground indicate very little mining was done and the operation was abandoned.

The property lay idle until 1980 when Keradamex Inc. and E & B Exploration formed a joint venture to explore the property. The venture conducted soil and rock chip geochemical surveys, limited underground sampling and drilled seven angle core holes (one was abandoned) into the Main mine workings area. This drilling revealed the presence of fracture related gold mineralization up to 36 meters thick extending into the hanging wall of the vein structure. In 1982 Minerva Exploration optioned the property and initiated an underground sampling program. In 1983 a joint venture was formed with Geomex Canada Resources Ltd. and Derry, Michener, and Booth were commissioned to assess the property and conducted underground sampling, bulk sampling and metallurgical testing.

Historic Drilling Summary

Date	Company	Number of Holes	Total Footage
1980	Keradamex	7	NA
1982-1983	Minerva	-	UG Sampling, no drilling
1984-1997	Naneco	Approx. 500	NA, RC and air track
1987	Cyprus	7	3,000
2002-2005	R.E.M.	30	11,000



In 1982 Minerva Exploration optioned the property and initiated an underground sampling program. In 1983 a joint venture was formed with Geomex Canada Resources Ltd. Derry, Michener, and Booth were commissioned to assess the property and conducted underground sampling, bulk sampling and metallurgical testing.

In early 1984 Naneco Resources Ltd., an Alberta company, acquired all of the assets of Minerva and an additional 10 percent interest in the property from Geomex. As operator, Naneco immediately initiated drilling. In 1985, with over 200 RC holes drilled the venture announced encouraging results with anomalous grades of gold and silver throughout its drilling samples.

During the next few years Naneco increased its interest from 53 percent to 100 percent, conducted additional metallurgy, economic evaluation and drilling. At least 492 RC holes were drilled, most within the Main resource area. Unable to raise money because of falling gold prices and strapped with high land payments to the claim owners, Naneco relinquished the property in 1998. MinQuest acquired it shortly thereafter. The Cyprus target, which was evaluated by Cyprus Minerals Company in 1987 was acquired by MinQuest in early 2002.

The property was optioned to Rare Earth Metals Corp. (REM) in May of 2002. REM later changed its name to Harvest Gold. Mapping and geochemical sampling of the 7 targets shown on the attached map was completed in October 2002. From 2003 through 2005 REM drilled 30 holes into Main totaling 3,350 meters. The drill holes were angled toward the intersection of the two primary sheeted vein sets. Results showed a 20% improvement in average grade over vertical drilling.

Following the split of REM into Harvest Gold and VMS Ventures, Inc. Harvest performed no further work at Longstreet after late 2005. The property was finally returned to MinQuest in August 2009. By agreement with Minquest, on January 15, 2010 Star Gold Corp. received an option to acquire the portions of the property covered by the option.

Star Gold began drilling in the fall of 2011. A 16-hole program at Main showed new intercepts at depth in the central portion of the deposit. Intercept thicknesses of +0.01 oz./ton gold equivalent values are 65 to 120 feet. Of the 16 holes drilled 8 have +100 feet thicknesses of +0.01 oz./ton gold equivalent and 4 have +200 feet thicknesses of +0.01 oz./ton gold equivalent. Drill hole LS-1101 has 305 feet of +0.01 oz./ton gold equivalent. Gold equivalent values were derived from the following formula: $AuEq\text{ oz./ton} = Au\text{ oz./ton} + (Ag\text{ oz./ton})/60$. Drilling results are shown in the table below.

Drill samples were sent through a rotating, wet sample splitter attached to the drill to reduce the sample volume and maintain a representative sample. Drill helpers, under the supervision of the project geologist, collected and bagged an 'A' and 'B' sample on 5-foot intervals. Procedurally, an 'A' sample is collected and held by the project geologist for security purposes until it can be delivered to an assay facility. The 'B' sample then remains on site as a duplicate or backup sample if needed at a later date. A blank and two known 'standard' pulps are then submitted randomly spaced with each drill hole. Once assays are available, they are examined for unexpected high or low values. If unexpected high or low values are encountered, the 'B' splits may be collected and submitted, or the lab may be requested to re-assay the pulp or reject in question. The 'check' samples and 'standard' are examined to insure they agree with the original or know within accepted limits, usually +/- 10%.

ALS Chemex of Reno, Nevada did all sample preparation, including crushing, grinding and preparation of the assay pulps. The samples were never left unattended or unsecured by project geologist, drilling or laboratory staff nor are they handled by officers, directors or associates of Star Gold.

Sample preparation involves crushing the entire sample to -10 mesh, splitting, then pulverizing 1,000 grams to 75% passing 75-micron mesh. These pulps are then transferred within the ALS Chemex facility for assay. Both gold and silver assays are done by fire assay with an AA finish. The standard Star Gold-Longstreet submittal to ALS Chemex requests a 30-gram charge for gold fire assay. Assays which exceed 10 g/ton are automatically subjected to a gravimetric finish. Select sample intervals, usually those near intervals assaying significant gold, are chosen by the project geologist for re-assay also.

The Longstreet Project is affiliated with a paleo-hot springs system in a caldera associated volcanic setting very similar to the Round Mountain mine. Round Mountain is an open pit, heap-leach mine that has produced over 10 million ounces of gold over a 30-year period with the average grade currently being mined of 0.018 oz./ton gold. Cut-off grades for Round Mountain and several other oxide ore heap leach operations in Nevada range from 0.003 to 0.005 oz./ton gold. Star Gold hopes to develop an open pit, bulk minable, heap leachable gold/silver mine at Longstreet.

No party reading this report should conclude the Longstreet property has economic mineralization due to Longstreet's proximity to any historic or producing mines and any information regarding any such historic or producing mines is strictly informational relative to location and similar geologic characteristics.

Regional Geology and Mineralization: The Longstreet Property is located in the Nevada portion of the Basin and Range Province. This geological province is characterized by repeated episodes of compressional deformation in Paleozoic and Mesozoic time followed by extensional deformation and extensive magmatism and volcanism in Cenozoic time. Gold deposits are most often described as being associated with ‘mineralization trends’ that reflect deep crustal structures and magmatism, such as the ‘Walker Lane’ and the ‘Carlin Trend’. The Longstreet Project is in the Monitor Range, adjacent to the northwest trending Walker Lane volcanic-hosted gold trend that includes such world-class deposits as the Comstock and Goldfields mining camps

2013 Drill Results Longstreet (≥ 5 feet @ ≥ 0.01 oz./ton gold equivalent) 08/26/13										
Hole No.	From (feet)	To (feet)	Interval (feet)	True Width	Gold (oz./ton)	Silver (oz./ton)	True Width (m)	Gold (g/t)	Silver (g/t)	Au Equiv. (oz./ton)
LS-1301	45	50	5.0	5.0	0.008	0.274	1.5	0.263	9.4	0.012
	150	160	10.0	10.0	0.016	0.058	3.0	0.535	2.0	0.017
	190	215	25.0	25.0	0.009	0.141	7.6	0.300	4.8	0.011
LS-1302	0	40	40.0	36.0	0.015	0.894	11.0	0.516	30.6	0.030
	70	165	95.0	85.5	0.009	0.482	26.1	0.307	16.5	0.017
	205	270	65.0	58.5	0.012	0.444	17.8	0.396	15.2	0.019
LS-1303	85	110	25.0	25.0	0.003	0.935	7.6	0.098	32.0	0.018
	145	150	5.0	5.0	0.009	0.105	1.5	0.292	3.6	0.010
	165	170	5.0	5.0	0.007	0.201	1.5	0.238	6.9	0.010
	185	230	45.0	45.0	0.006	0.374	13.7	0.191	12.8	0.012
	255	300	45.0	45.0	0.004	0.326	13.7	0.148	11.2	0.010
LS-1304	35	50	15.0	15.0	0.004	0.388	4.6	0.130	13.3	0.010
	60	85	25.0	25.0	0.008	0.384	7.6	0.258	13.1	0.014
	130	155	25.0	25.0	0.065	0.467	7.6	2.218	16.0	0.073
LS-1305	15	30	15.0	15.0	0.007	0.184	4.6	0.226	6.3	0.010
	45	145	100.0	100.0	0.009	0.306	30.5	0.305	10.5	0.014
	210	220	10.0	10.0	0.006	0.291	3.0	0.220	10.0	0.011
LS-1306	45	50	5.0	5.0	0.004	0.523	1.5	0.120	17.9	0.012
	205	295	90.0	90.0	0.003	0.521	27.4	0.095	17.9	0.011
LS-1307	120	145	25.0	25	0.007	0.783	7.6	0.236	26.8	0.020
LS-1308	85	90	5.0	5	0.009	0.146	1.5	0.314	5.0	0.012
	180	190	10.0	10.0	0.003	0.444	3.0	0.101	15.2	0.010
	280	340	60.0	60.0	0.003	0.833	18.3	0.104	28.5	0.017
LS-1309	0	10	10.0	10.0	0.015	0.304	3.0	0.509	10.4	0.020
	40	265	225.0	225.0	0.022	0.678	68.6	0.750	23.2	0.033
	330	340	10.0	10.0	0.005	0.492	3.0	0.169	16.9	0.013
LS-1310	0	20	20.0	20	0.010	0.349	6.1	0.342	12.0	0.016
LS-1311	0	30	30.0	30	0.004	0.471	9.1	0.140	16.1	0.012
	50	115	65.0	65	0.010	0.798	19.8	0.351	27.3	0.024
	350	360	10.0	10	0.002	0.581	3.0	0.070	19.9	0.012
LS-1312	45	60	15.0	15.0	0.010	0.091	4.6	0.343	3.1	0.012
	120	125	5.0	5.0	0.005	0.321	1.5	0.172	11.0	0.010
	150	255	105.0	105.0	0.012	1.056	32.0	0.423	36.2	0.030
	290	380	90.0	90.0	0.006	0.494	27.4	0.191	16.9	0.014
LS-1313	0	15	15.0	15.0	0.009	0.288	4.6	0.308	9.9	0.014
	50	105	55.0	55.0	0.019	0.735	16.8	0.641	25.2	0.031
	120	130	10.0	10.0	0.004	0.720	3.0	0.138	24.7	0.016
	160	200	40.0	40.0	0.038	0.810	12.2	1.300	27.7	0.051
	245	250	5.0	5.0	0.013	0.277	1.5	0.439	9.5	0.017
LS-1314	0	65	65.0	65.0	0.017	0.787	19.8	0.572	27.0	0.030
	245	340	95.0	95.0	0.004	1.424	29.0	0.134	48.8	0.028
	355	380	25.0	25.0	0.003	0.423	7.6	0.102	14.5	0.010
LS-1315	0	15	15.0	15.0	0.005	0.318	4.6	0.176	10.9	0.010
	50	55	5.0	5.0	0.012	0.520	1.5	0.406	17.8	0.021
	95	100	5.0	5.0	0.003	0.742	1.5	0.093	25.4	0.015
	145	150	5.0	5.0	0.002	1.323	1.5	0.056	45.3	0.024
	205	210	5.0	5.0	0.003	0.689	1.5	0.092	23.6	0.014

LS-1316	0	30	30.0	30	0.014	0.215	9.1	0.482	7.4	0.018
	175	185	10.0	10	0.010	0.254	3.0	0.334	8.7	0.014
	220	225	5.0	5	0.012	0.239	1.5	0.408	8.2	0.016
	240	280	40.0	40	0.019	0.596	12.2	0.651	20.4	0.029
LS-1317	50	55	5.0	5	0.004	0.493	1.5	0.153	16.9	0.013
	95	100	5.0	5	0.003	0.432	1.5	0.096	14.8	0.010
LS-1318	0	15	15.0	15	0.009	0.450	4.6	0.323	15.4	0.017
	25	75	50.0	50	0.005	0.281	15.2	0.186	9.6	0.010
LS-1319	0	20	20.0	20	0.015	0.190	6.1	0.503	6.5	0.018
	175	205	30.0	30	0.032	10.340	9.1	1.087	354.1	0.204
including	180	185	5.0	5	0.166	54.312	1.5	5.690	1860.0	1.071
LS-1320	Hole abandoned at 100 feet. No +0.01 Au Equiv. results									

Note: Au Equiv. calculation uses Au/Ag ratio of 60/1

The Monitor Range is a westward-tilted fault block that has been elevated by normal faults along its eastern front and is typical of the uplifted mountains of the Basin and Range Province. The ranges are topographic highs rising above alluvium-filled valleys generated by Tertiary extensional tectonics. Central Nevada was an area of intense Oligocene – Miocene ash-flow volcanism that created numerous calderas and their outflow products. At least 13 calderas that range in age between 32 and 22 Ma have been mapped or interpreted in the area extending from the Shoshone Mountains eastward to the Monitor Range. The southern Monitor Range consists Mainly of Tertiary age volcanic and hypabyssal rocks related to the eruption of the Big Ten Peak volcano and a nearby unnamed 29 Ma caldera (Kleinhampl and Ziony, 1985) intruding and overlying Paleozoic sedimentary and metamorphic rocks.

The Paleozoic rocks are thrust-faulted marine sedimentary rocks comprised of quartzite, argillite and limestone of Cambrian, Ordovician and Silurian age. Minor amounts of Permian marine sediments are also present in the Georges Canyon area.

In the southern Monitor Range Tertiary age volcanic rocks comprise more than 90% of the exposed bedrock. These rocks are more than 1 km thick and are predominantly flat lying. Early Oligocene to early Miocene rhyolitic to dacitic ash-flow tuffs, with rhyolitic welded tuff are the thickest and most extensive units. Most of the Tertiary intrusions in the region are rhyolitic, but several small dacitic to andesitic dikes are present in the Georges Canyon area.

Mineral deposits in this part of the Basin and Range Province are varied and widespread and some of them have (had) substantial metal production. The producing Round Mountain gold deposit is about 25 miles northwest, and the past-producing Manhattan Mining Camp (gold/silver) is about 20 miles west-northwest of the Longstreet Property.

The Round Mountain Mine is a giant among epithermal precious metal deposits hosted by volcanic rocks, and the mineralization is a classic example of low sulphidation epithermal gold mineralization (White and Hedenquist, 1995). Gold deposits were discovered at Round Mountain in 1906 (Shawe, 1982) and by 1959 about 410 thousand ounces (troy ounces) of gold had been produced from placer and narrow vein lode deposits. Current production by open-pit mining methods commenced in 1977. Kinross (2010) reported an annual production for 2010 at 184,554 ounces of AuEq, with over 66 million tons of proven and probable reserves.

The oxidized ore is described as a closely spaced set of steeply dipping veins and veinlets following northwest-trending faults and associated joints over broad areas. Significant gold mineralization is not found in northeast-trending faults and fractures. The vein/veinlet system contains quartz, adularia, limonite (oxidized from pyrite), manganese oxide and associated native free gold. Flat veins are similar to the steep veins in character and mineral content, but with more brecciation of the wall rocks. Gold contents also appear to be higher in the flat veins. The adularia in the ore related veins is dated at 25.9 to 26.6 Ma, which is indistinguishable from the age of the enclosing ‘Tuffs of Round Mountain’ welded ash flow tuffs. These tuffs were erupted from the Round Mountain caldera and were deposited within the caldera (Henry, Castor and Elson, 1996).

No party reading this report should conclude the Longstreet Property has economic mineralization due to Longstreet’s proximity to any historic or producing mines and any information regarding any such historic or producing mines is strictly informational relative to location and similar geologic characteristics.

Hydrothermal alteration associated with the bulk mineable ore is evidenced by silicification and the replacement of magmatic feldspar by hydrothermal feldspar engendered by a potassium-rich hydrothermal fluid (Sander, 1988).

The Manhattan gold / silver camp is located approximately 20 miles west-northwest of the Longstreet Project and is an example of Tertiary epithermal mineralization superimposed on Paleozoic sedimentary rocks. Gold / silver deposits were discovered at Manhattan in 1905 (Shawe, 1982) and by 1959 about 10,500 kg of gold and 4,400 kg of silver had been produced from placer and lode deposits. The lode deposits in the Manhattan district are of a variety of types, although they occur together in a coherent belt about 1 km wide, which follows the south side of the Manhattan caldera for about 10 km. The most productive deposits formed in strongly faulted argillite and quartzite of the Cambrian age Gold Hill Formation. The generally north-trending zones of mineralized fractures are stockworks containing quartz, adularia, pyrite (oxidized to limonite) and native gold similar to the sheeted zones at Round Mountain. The silver production recorded for this camp is related to electrum and various silver-bearing sulphosalts.

The Clipper Mine located approximately 5 miles southwest of the Longstreet Mine near Murphy Camp was discovered in 1903 and was worked intermittently until 1943. The mine was initially developed during World War I and included a 175-foot shaft and a 370-foot adit. Recorded production is about \$12,000 (in 1951 dollars) from mineralization having a gold to silver ratio of 1:1 and assaying from \$34-124 per ton (1951 dollars). Host rocks are welded rhyolite ash-flow tuffs similar to the Longstreet mine. The Little Joe Claim located 6 miles south-southwest of the Longstreet Mine was developed by a 75-foot inclined shaft. Gold-bearing veins in 'rhyolitic tuff' were mined but production details are lacking.

At an un-named mine, located 1.5 miles west of the mouth of Georges Canyon irregular gold / silver quartz veins and veinlets containing minor pyrite were exploited from a 25-foot inclined shaft. The vein system occurs in possible Paleozoic light gray chert and silicified argillite along a fault. No production details are available.

Mineralization on the Last Chance claims located 11 miles west-northwest of the Longstreet Project and southwest of Big Ten Peak was discovered in the 1920s. Mineralization consists of argentiferous galena, minor sphalerite and pyrite occurring in irregular pipes and chimneys generally at the intersection of cross faults within a northwest-trending shear zone in pre-Tertiary rocks. This property was developed by a 30 m two compartment shaft and a 61 m adit. Production in the late 1920s is recorded as 13.6 tons containing an average of 720 g/t Ag, 21% Pb and 2% Zn. A further 18.1 tons produced in 1938 contained 240-275 g/t Ag and 8% Pb.

Metallurgy: 2013 Metallurgical Test Program

The 2013 metallurgical test work program was conducted by McLelland Laboratories under the direction of a QP metallurgical engineer contracted by Star Gold. The program included bottle roll tests, column tests and comminution tests and mineralogical examination.

Section Sample Assays

A total of 65 underground adit samples weighing 816 pounds (370kg) and three surface samples weighing 904 pounds (410kg) were collected for metallurgical testing. Each of these samples were crushed to 100% -2 inches (50mm) and assayed for gold and silver in duplicate. Assay results are listed in Table 8.2. Samples were combined to generate surface and underground composites, as well as a blended master composite. Triplicate direct assays were conducted on each composite. Standard deviations between triplicate head assays were high, particularly for the surface master composite. The agreement between the triplicate splits was not good, however the average of the triplicate assays is close to what was expected, based on the section assays. It was noted that the quality control samples all checked out as well, which indicates that the assays are good and the gold occurrence in the potentially economic mineralization is just a little "spotty".

.1 Gold Head Assays and Head Grade Comparisons

Longstreet Composites	SMC, g/mt		UMC, g/mt		BMC, g/mt	
	Au	Ag	Au	Ag	Au	Ag
Determination	0.21	17	0.70	67	0.57	40
Direct Assay, Init.	0.21	17	0.70	67	0.57	40
Direct Assay, Dup.	0.67	34	0.82	63	0.66	41
Direct Assay, Trip.	0.37	21	1.09	53	0.77	50
Average	0.42	24	0.87	61	0.67	44
Std. Deviation	0.23	9	0.20	7	0.10	6

A total of twenty pieces of rock from both underground and surface were selected for comminution testing. The remainder of the samples were separately stage crushed to 100% -2-inches (-50mm). Each of the underground and surface samples were then blended to form a master composite representing both the underground and surface samples. The blended sample was then split to generate a third master composite. Samples were collected for bottle roll tests. All composites were then further crushed to 80% -3/4 inch (19mm), blended, then split into 75kg lots for column testing. Selection sample assay results and detailed blending procedures are provided in the Appendix to this report.

Bottle Roll Testing

A bottle roll test was conducted on each of the three composites at an 80% -10 Mesh (1.7mm) feed size to determine lime requirements for column leach testing. Gold and silver recoveries were similar for all three composites. Gold recoveries ranged from 80.6% to 81.9% and silver recoveries ranged from 17.5% to 20.0%.

Additional bottle roll tests, at a cyanide concentration of 1.0g NaCN/L were conducted on the blended master composite at feed sizes of 100% -2 inches (50mm), 80% -3/4 inches (19mm) and 80% -1/4 inch (6.3mm) to determine sensitivity to feed size. The blended master composite showed a moderate sensitivity to feed size with respect to gold and silver recovery. Recovery was 18.4% higher for gold, and 13.9% higher for silver, at a feed size of 80% -1/16 inches (1.7mm) than at a feed size of 100% -2 inches (50mm).

Silver recovery, for each bottle roll test conducted, was low. In order to investigate the cause of the low silver recovery, three additional bottle roll tests were conducted on the blended master composite to determine response to increased cyanide concentration (5.0g NaCN/L) at typical heap leach (80% -3/4 inches, 80% -1/4 inches) and milled (80% -200 Mesh (75µm)) feed sizes.

Results showed that increasing the cyanide concentration did not significantly increase silver recovery at heap leach feed sizes, however, silver recovery increased substantially when feed was finely ground. Silver recovery was 60.6% from the bottle roll test conducted on 80% -200 mesh material. Gold recovery was also moderately higher when fine grinding was employed. Mineralogical analysis of head and tail samples of the blended master composite confirm that the primary reason for low silver recovery is due to the very fine-grained nature of the silver sulfide, which when exposed, is readily leachable. The silver leach rate at 200 mesh was extremely fast. Silver recovery was complete within the first two hours, which suggests that the silver mineralization is very fast leaching once liberated. In contrast, silver-bearing jarosites tend to be refractory and are usually unaffected by leaching regardless of the grind size.

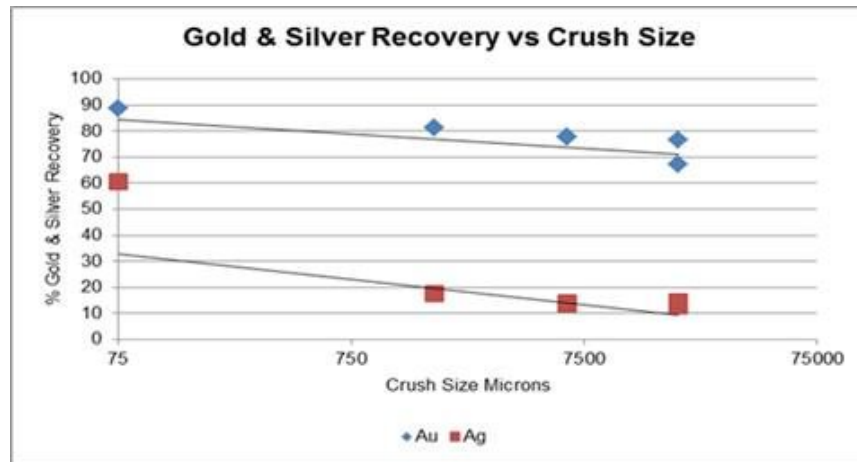
Summary results from bottle roll testing are given in Table 8.3. Detailed bottle roll test data including leach rate figures, are provided in the attached spreadsheet.

2 Bottle Roll Test Results, 2013

Table 1. - Summary Metallurgical Results, Bottle Roll Tests, Longstreet Mine Composites

Composite	Feed Size	NaCN Conc. g/L	Au Recovery, %	gAu/mt ore			Ag Recovery, %	gAg/mt ore			Head Assay	Reagent Requirements kg/mt ore	
				Extracted	Tail	Calculated Head		Extracted	Tail	Calculated Head		NaCN Cons.	Lime Added
SMC	80%-1.7mm	1.0	80.6	0.25	0.06	0.31	0.42	5	20	25	24	0.08	2.1
UMC	80%-1.7mm	1.0	81.9	0.68	0.15	0.83	0.87	10	43	53	61	0.13	3.4
BMC	100%-50mm	1.0	62.9	0.44	0.26	0.70	0.67	2	54	56	44	0.07	1.3
BMC	80%-19mm	1.0	67.1	0.51	0.25	0.76	0.67	5	34	39	44	0.07	2.1
BMC	80%-6.3mm	1.0	77.9	0.53	0.15	0.68	0.67	6	38	44	44	<0.07	3.0
BMC	80%-1.7mm	1.0	81.3	0.52	0.12	0.64	0.67	7	33	40	44	0.13	2.5
BMC	80%-19mm	5.0	76.4	0.55	0.17	0.72	0.67	6	35	41	44	0.48	1.0
BMC	80%-6.3mm	5.0	77.6	0.45	0.13	0.58	0.67	6	37	43	44	0.67	1.0
BMC	80%-75µm	5.0	88.7	0.47	0.06	0.53	0.67	20	13	33	44	0.91	1.3

Both gold and silver recoveries are slightly improved with increased crush size, the increase in recovery is more pronounced in the silver as compared to gold when a fine grind is applied. Figure 8.3 illustrates this. It is important to keep in mind that in order to reduce the particle size to 80 % passing 75 microns a conventional comminution circuit employing crushing and grinding would be required.



Column Leach Testing

Column leach test were conducted on each of the master composites, utilizing a feed size of 80% -3/4 inch (19 mm) in order to determine gold and silver recoveries, recovery rates and reagent requirements under simulated heap leach conditions. Lime additions were based on bottle roll tests. Test columns were sized at 15 cm diameter by 3 meters high using PVC piping with material stacked in the leaching columns in a manner in which to minimize particle segregation and compaction. Leaching was conducted by applying a cyanide solution of 1.0g NACN/L over the charge at a feed rate of 12 Lph/m² of column cross sectional area. After leaching, freshwater rinsing was conducted to remove residual cyanide and to recover dissolved gold and silver values.

Detail column leach tests data, including screen analysis of the feed and tails and drain down rates can be found in the Appendix, identified as McLelland Report No. 3829 titled *Heap Leach Cyanidation Testing Longstreet Project*, dated April 6, 2014.

All three composites were leached for 190 days. Gold and silver extractions for the surface master composite (SMC) reached 88.9 % and 20.0 %, respectively. Gold and silver extraction for the underground master composites (UMC) was 84.6 % for gold and 15.4 % for silver. The master blend composite (MBC) achieved gold and silver recoveries of 86.3 and 16.7 respectively. Summary results from column leach testing are provided in Table 8.4. Detailed results, including leach rate figures are provided in the Appendix.

3 Summary Metallurgical Test Results

Summary Metallurgical Results, Column Percolation Leach Tests, Longstreet Mine Composites, 80%-19mm Feed Size									
Sample I.D.	Test No.	Leach/rinse Time, days	mt/mt ore	g Au/mt ore Extracted	Average Head	g Ag/mt ore Extracted	Average Head	NaCN consumed kg/mt ore	Lime added kg/mt ore
SMC	P-1	153	4.8	0.32	0.38	5	24	1.45	1.7
UMC	P-2	158	5.3	0.59	0.85	7	60	1.90	2.7
BMC	P-3	158	5.2	0.63	0.68	8	45	1.78	2.0

Recovery results by size fraction for all three master composites indicates that finer crushing would not substantially improve gold recovery. Gold recovery was similar throughout the various size fractions with only a slightly elevated recovery in the finest size fraction (-75 microns). Silver recovery on the other hand would benefit from a finer particle size and would require fine grinding in order to maximize recovery.

Overall metallurgical results indicate that the Longstreet master composites are readily amenable to simulated heap leach treatment at 80 % -19 mm feed size. Gold recoveries for all three composites were similar and ranged from 84.6 % to 88.9 % in 190 days of leaching and rinsing. Silver recoveries were similar for all three samples, with recoveries ranging from 15.4 % to 20.0%.

It is important to note that although the column tests were conducted over a period of 190 days, gold extraction was essentially completed in the first 30 days of leaching. Silver leach rates, on the other hand, were very slow and it is not expected that they would improve beyond the 190-day cycle.

Cyanide consumption rates were high and ranged from 1.56 to 1.93 kg NaCN/t of ore. This was due in part to the long leach times. Cyanide consumption rates in a commercial operation are typically much lower.

Figures 8.4, 8.5 and 8.6 diagrammatically illustrate the leach rates and results for gold and silver.

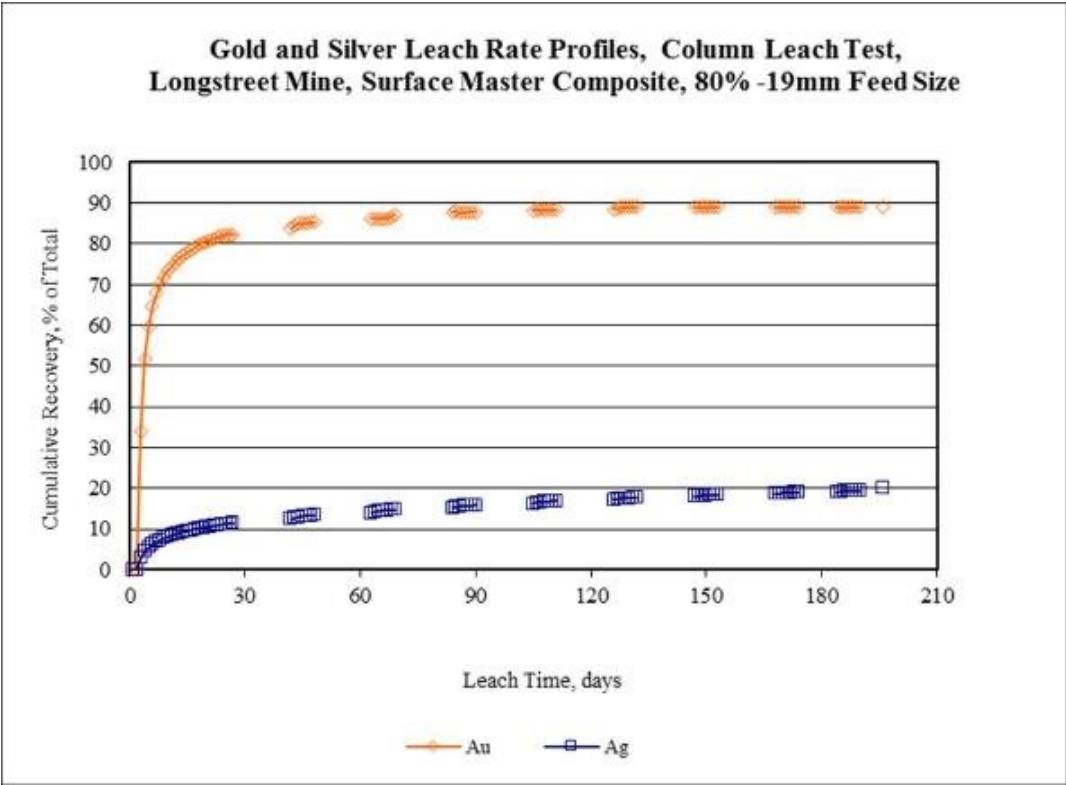


Figure 8.4 Surface Master composite leach kinetics

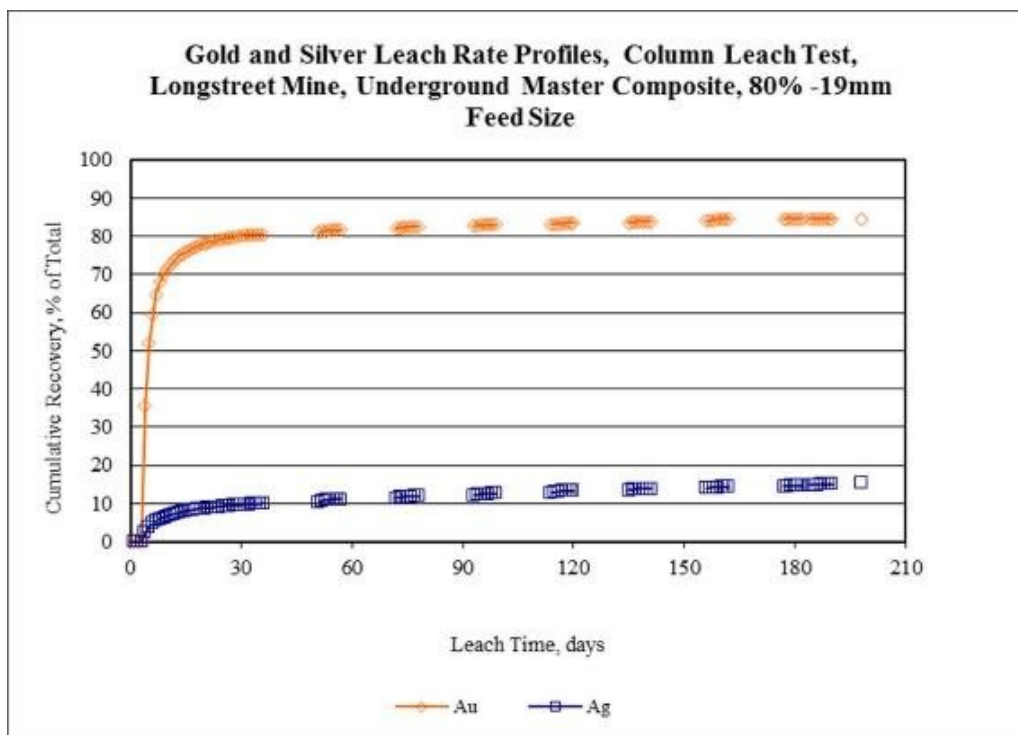


Figure 8.5 Underground master composite leach kinetics

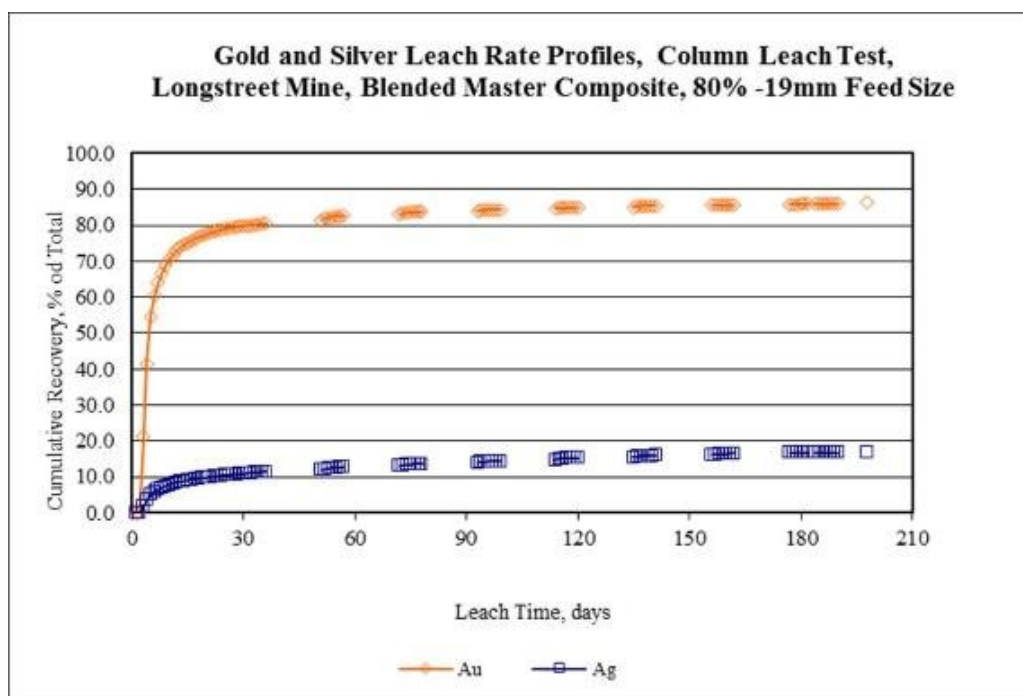


Figure 8.6 Master blend composite leach kinetics

Property Geology : Geologic mapping by MinQuest since 2002 indicates that the majority of the Longstreet Project is underlain by moderately to poorly welded rhyolite ash-flow tuff ('Tat') containing conspicuous exotic lithic fragments and pumice (Figures 5, 7, 8 and 9). The ash-flow tuff unit is buff to gray, and contains <10% quartz phenocrysts, 15% feldspar phenocrysts, 5-15% pumice and 5-20% other exotic fragments in an aphanitic groundmass (Liedtke, 1984). Hydrothermal alteration is prevalent and consists of argillic (bleaching and clay mineral development), silicic (pervasive silica flooding, or extremely high veinlet density) and potassic (adularia in quartz veinlets). Limonite and goethite development are considered to be weathering phenomena. These felsic ash-flow tuffs of Oligocene age are similar in age and character to the 'tuffs of Round Mountain', which host the Round Mountain Mine.

The Tat tuff unit (see Figures 7, 8 and 9) displays horizontal bedding and may be in the order of 3,000 feet thick. The ash-flow tuff is intruded by rhyolite porphyry dykes ('Trp') exhibiting various orientations and may represent feeder conduits to now-eroded rhyolitic lithologies higher in the stratigraphy.

A thin discontinuous unit of volcanoclastic and siliceous sediments ('Ts'), including sinter is deposited upon the ash-flow tuff unit. The unit is white, yellowish and light gray, bedded in part and probably represents a hiatus in volcanism. Siliceous alteration resulting in the development of sheeted quartz vein systems affects the Tat, Ts and Trp rock units.

Overlying the Tat tuff and the Ts sediments is a black to brown strongly welded ash-flow tuff ('Trt') that forms bluffs and caps ridges. This unit has a distinctive thin (about 10 feet) vitrophyre zone near its base. This unit is estimated to be 300 to 450 feet thick and possibly a correlative of the Saulsbury Wash Formation (21.6 +/- 0.6 Ma).

The tectonic fabric on the Longstreet Project includes two Main directions of faulting/fracturing that have an influence on the mineralization. An east-trending steeply north-dipping system of fractures and faults has been noted at five of the seven gold / silver zones on the Property (see Figure 6). Quartz –adularia – limonite veins / veinlets and 'rusty fractures' following this trend contain gold mineralization. The other important gold / silver-bearing fault/fracture direction is 300-330° with steep north dips and is characterized by sheeted quartz veins / veinlets and 'rusty fractures'. The vein / veinlets also contain adularia and iron oxide minerals derived from the oxidation of sulfide minerals. This mineralized trend occurs at all seven of the gold / silver zones known on the Longstreet Project. Major displacement is not a feature of these structures.

The Longstreet project is an example of gold / silver mineralization related to east-trending structures. An east-trending fault dipping 40-55° is associated with the highest-grade gold / silver mineralization known to date. The bulk of the gold / silver mineralization in the Longstreet Mine is contained in steeply dipping multiple vein sets in the hanging wall of the fault.

Liedtke (1984) indicates that similar fault directions are known 4,600 feet south and 2,800 feet north of the Longstreet Project, which may host similar high-grade gold / silver mineralization.

Targets: A short description of the 7 currently identified drilling targets at Longstreet follows:

Main - The target consists of intersecting high-angle NW and E-W sheeted vein systems. Completion of an angle drilling program to the southwest perpendicular to the intersection of the two vein sets will continue to produce improved continuity and higher tonnage and grade. Un-drilled extensions of this mineralization are indicated to the southeast and west.

NE Main : Approximately 450m N-NE of the Main resource there is a poorly exposed, un-drilled target that looks identical to Main. Sampling of surface veins at NE Main reveal anomalous gold values.

Opal Ridge: This is an erosional remnant of a sinter apron that once covered a much larger area. Extensions of the Main resource are down-dropped approximately 60m with an apparent displacement to the north of less than 10m. E-W and NW high level opal-rich veins are exposed in the lower portion of the apron with anomalous gold values. Although there may be a higher stripping ratio here, more of the deposit may be preserved.

North: This is a sheeted vein system with identical vein attitudes to Main. Values up to 18.1 ppm Au indicate a strong system, although vein density appears to be less than at Main. The western end of the target has the strongest exposed mineralization.

Cyprus Ridge Zone: Quartz veins up to 5 m thick occur in this 1.1 km long northwest trending sheeted vein system. Cyprus Minerals Company completed a 920 m drill program in 1987. All of the Cyprus holes were vertical or high angle and none tested the large primary vein set. No high-grade gold was intersected in their drilling. MinQuest mapped the intricate vein system in 2002 and collected 41 surface samples that contained anomalous to highly anomalous (several times background to hundreds of times background) veins. Due to the abundance of low temperature silica, MinQuest concluded that the gold values are leakage anomalies from a deeper boiling zone. The boiling zone is a high priority drill target.

Red Knob Zone : Mineralization outcrops as northwest trending sheeted quartz-adularia veins over an area 150m wide by 300m long. Surface sampling found anomalous gold values. In addition, a boulder field on the north side of the target contains quartz-adularia veins up to 1m in thickness in an area of no outcrop. Drill intercepts from two holes testing a small portion of the target revealed anomalous gold values.

Spire : This is an E-W vertical to steeply north dipping sheeted vein system. Intersecting NW trending veins are present but are much less abundant than at Main. Surface sampling at Spire had detected anomalous gold values.

Star Gold's geologists believe sampling and drilling results to date warrant optimism of one or more economic, near surface, bulk-mineable, heap leach-recoverable gold-silver deposits at the Longstreet Project targets described above. In addition, sampling at surface near the Cyprus target suggests the presence of higher-grade veins, which may be suitable to underground mining methods. Situated on a high ridge-top, it could be easily mined from a canyon elevation adit.

Environmental, plan of operation and reclamation: To the Company's knowledge, there is no known surface disturbance or groundwater contamination from previous mining activities. Remediation activities are performed immediately after completion of exploratory drilling. With respect to historical mining activities, there is no indication of reclamation at this time and, therefore, the Company has no plans to remediate. The Longstreet Property is within Forest Service lands and Star Gold has applied for and received a Plan of Operation from the Forest Service allowing exploration drilling. A surface disturbance bond of \$21,600 has been paid and is held by the Forest Service until reclamation is completed. There are no other significant environmental requirements.

ITEM 3. LEGAL PROCEEDINGS.

Star Gold Corp. is not a party to any material legal proceedings and, to management's knowledge, no such proceedings are threatened or contemplated.

ITEM 4. MINE SAFETY DISCLOSURES.

Star Gold Corp. considers health, safety and environmental stewardship to be a core value for the Company.

Pursuant to Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, issuers that are operators, or that have a subsidiary that is an operator, of a coal or other mine in the United States are required to disclose in their periodic reports filed with the SEC information regarding specified health and safety violations, orders and citations, related assessments and legal actions, and mining-related fatalities with respect to mining operations and properties in the United States that are subject to regulation by the Federal Mine Safety and Health Administration ("MSHA") under the Federal Mine Safety and Health Act of 1977 (the "Mine Act"). During the year ended April 30, 2019, the Company's exploration properties were not subject to regulation by the MSHA under the Mine Act.

PART II

ITEM 5. MARKET FOR COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

General

Star Gold Corp. authorized capital stock consists of 300,000,000 shares of common stock, with a par value of \$0.001 per share, and 10,000,000 shares of preferred stock, with a par value of \$0.001 per share. As of July 25, 2019, there were 77,394,841 shares of Star Gold Corp. common stock issued and outstanding. The Company has not issued any shares of preferred stock.

Market Information

The Company's shares are quoted via the OTC:QB under the symbol "SRGZ."

At July 17, 2019, the price per share quoted on the OTCQB was \$0.03.

Transfer Agent:

The independent stock transfer agent for Star Gold Corp. is Corporate Stock Transfer located at 3200 Cherry Creek Drive South, Suite 430, Denver, CO 80209.

Dividends

The Company has not declared any dividends on its common stock since inception. There are no dividend restrictions that limit the Company's ability to pay dividends on common stock in its Articles of Incorporation or Bylaws. The Corporation's governing statute, Chapter 78 – "Private Corporations" of the Nevada Revised Statutes (the "NRS"), does provide limitations on our ability to declare dividends. Section 78.288 of Chapter 78 of the NRS prohibits us from declaring dividends where, after giving effect to the distribution of the dividend:

- a) the Company would not be able to pay its debts as they become due in the usual course of business; or
- b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the company were to be dissolved at the time of distribution, to satisfy the preferential rights upon dissolution of stockholders who may have preferential rights and whose preferential rights are superior to those receiving the distribution (except as otherwise specifically allowed by the Company's Articles of Incorporation).

Securities Authorized for Issuance under Stock Option Plan

On May 25, 2011, the Board of Directors approved a Stock Option Plan. The Stock Option Plan is administered by the Board of Directors and provides for the grant of stock options to eligible individuals including directors, executive officers and advisors that have furnished bona fide services to the Company not related to the sale of securities in a capital-raising transaction.

The Stock Option Plan has a maximum percentage of 10% of the Company's outstanding shares that are eligible for the plan pool whereby the number of shares under the Stock Option Plan increase automatically with increases in the total number of outstanding common shares. This "Evergreen" provision permits the reloading of shares that make up the available pool for the Stock Option Plan, once the options granted have been exercised. The number of shares available for issuance under the Stock Option Plan automatically increases as the total number of shares outstanding increase, including those shares issued upon exercise of options granted under the Stock Option Plan, which become re-available for grant subsequent to exercise of option grants. The number of shares subject to the Stock Option Plan and any outstanding awards under the Stock Option Plan will be adjusted appropriately by the Board of Directors if the Company's common stock is affected through a reorganization, merger, consolidation, recapitalization, restructuring, reclassification, dividend (other than quarterly cash dividends) or other distribution, stock split, spin-off or sale of substantially all the Company's assets.

The Stock Option Plan also has terms and limitations including without limitation that the exercise price for stock options granted under the Stock Option Plan must equal the stock's fair market value, based on the closing price per share of common stock, at the time the stock option is granted.

On April 30, 2018, the Board of Directors authorized the grant of 1,400,000 options to purchase shares of common stock of the Company to various directors, officers and consultants. The options have an exercise price of \$0.065 based on the closing price of the Company's common stock on the date of grant and vest immediately. The expiration date of the options is April 30, 2023. The fair value of the options was \$90,923 and has been recognized as stock-based compensation for the year ended April 30, 2018.

Recent Sales of Unregistered Securities

On October 12, 2016, the Company issued 14,000,000 shares of its common stock and warrants to purchase an additional 14,000,000 shares of its common stock to 24 investors pursuant to a private placement of its securities (the "2016 Offering"). The 2016 Offering consisted of the sale of "units" of the Company's securities at the per unit price of \$0.05. Warrants issued pursuant to the 2016 Offering entitled the holders thereof to purchase shares of common stock for the price of \$0.15 per share. The term of each warrant is for five years commencing with its issuance date. The Company closed the 2016 Offering having raised a total of \$700,000 (\$18,000 in fiscal year ended April 30, 2016 and \$682,000 in nine months ended January 31, 2017).

On October 17, 2017, the Company issued 21,597,698 shares of its common stock to 34 investors pursuant to a private placement of its securities (the "2017 Offering"). The 2017 Offering consisted of the sale of "units" of the Company's securities at the per unit price of \$0.10. Each unit consisted of two shares of common stock and one warrants to purchase an additional share of common stock. The Company raised a total of \$1,079,884. On October 31, 2017, the Company issued 10,798,849 Warrants pursuant to the 2017 Offering entitled the holders thereof to purchase shares of common stock for the price of \$0.15 per share. The term of each warrant is for three years commencing with its issuance date.

All unregistered sales of equity securities during the period covered by this Annual Report were previously disclosed in the Company's current reports on Form 8-K and its Quarterly Reports on Form 10-Q.

During the fiscal year ended April 30, 2019, neither the Company nor any "affiliated purchaser" (as defined in Rule 10b-18(a)(3) under the Exchange Act) purchased any shares of our common stock, the only class of the Company's equity securities registered pursuant to section 12 of the Exchange Act at the date of this filing.

ITEM 6. SELECTED FINANCIAL DATA.**Statement of Operations Information:**

	For the years ended	
	April 30, 2019	April 30, 2018
Revenues	\$ -	\$ -
Total operating expenses	<u>337,184</u>	<u>427,267</u>
Loss from operations	(337,184)	(427,267)
Other income (expense)	<u>1,480</u>	<u>118</u>
NET LOSS	<u><u>\$ (335,704)</u></u>	<u><u>\$ (427,149)</u></u>
Weighted average shares of common stock (basic and diluted)	<u><u>76,923,842</u></u>	<u><u>66,375,222</u></u>
Income (loss) per share (basic and diluted)	<u><u>\$ (0.00)</u></u>	<u><u>\$ (0.01)</u></u>

Balance Sheet Information:

	April 30, 2019	April 30, 2018
Working capital	\$ 443,915	\$ 759,151
Total assets	954,425	1,306,919
Accumulated deficit	10,702,743	10,367,039
Stockholders' equity	935,179	1,211,008

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.**PLAN OF OPERATION**

The Company maintains a corporate office in Coeur d'Alene, Idaho. This is the primary administrative office for the Company and is utilized by Board Chairman Lindsay Gorrill and Chief Financial Officer Kelly Stopher.

During the year ended April 30, 2019, the Company completed the following:

- Wildlife and Biological Baseline Study (WBS)
- Cultural and Archeology Study
- Plan of Operation submitted to US Forestry Service.

For the upcoming fiscal year ending April 30, 2020, the Company plans to commence the following activities as it prepares the EIS on the Longstreet Project:

- Hydrology Study (in progress – dependent on Plan of Operations being approved)
- Geochemical analysis – design of program for submission to State of Nevada (in progress)
- Plan of Operations Development (Mine Plan, Civil Engineering Designs)

Assuming the results of the above-referenced studies are favorable, the Company intends to proceed to the preparation of an EIS and plan of operation for the Longstreet project (the "Longstreet Plan"). The eventual objective of the EIS and Longstreet Plan is the issuance, by each governing agency, of the necessary mine permits to authorize the construction of, and ongoing operations at, an open pit/heap leach mine at the Longstreet Property.

The Company anticipates the aforementioned tasks to be completed in late 2019, with the EIS prepared in 2020.

Approval of the Longstreet Plan is subject to governmental agency review and may require additional remediation activities.

Management believes it can source additional capital in the investment markets in the coming months and years. The Company may also consider other sources of funding, including potential mergers, joint ventures and/or farm-out a portion of its exploration properties.

Future liquidity and capital requirements depend on many factors including timing, cost and progress of the Company's exploration efforts. The Company will consider additional public offerings, private placement, mergers or debt instruments.

Additional financing will be required in the future to complete all necessary steps to apply for a final permit. Although the Company believes it will be able to source additional financing there are no guarantees any needed financing will be available at the time needed or on acceptable terms, if at all. If the Company is unable to raise additional financing when necessary, it may have to delay exploration efforts or property acquisitions or be forced to cease operations. Collaborative arrangements may require the Company to relinquish rights to certain of its mining claims.

RESULTS OF OPERATIONS

	For the years ended April 30,			
	2019	2018	\$ Change	% Change
Mineral exploration expense	\$ 21,297	\$ 28,369	\$ (7,072	(24.9%)
Pre-development expense	119,975	105,945	14,030	13.2%
Legal and professional fees	73,267	70,788	2,479	3.5%
Management and administrative	120,980	221,818	(100,838	(45.5%)
Depreciation	1,665	347	1,318	N/A
Other expense (income)	(1,480)	(118)	(1,362	1,154.2%
NET LOSS	<u>\$ 335,704</u>	<u>\$ 427,149</u>	<u>\$ (91,445)</u>	<u>= (21.4%)</u>

The Company earned no operating revenue in 2019 or 2018 and does not anticipate earning any operating revenues in the near future. Star Gold Corp. is an exploration stage company and presently is seeking other natural resources related business opportunities.

The Company will continue to focus its capital and resources toward exploration and permitting activities at its Longstreet Property.

Total net loss for 2019 of \$335,704 decreased by \$91,445 from 2018 total net loss of \$427,149.

Mineral exploration expense

	For the years ended April 30,			
	2019	2018	\$ Change	% Change
Drilling and field work	\$ (2,527	\$ 3,851	\$ (6,378	(165.6%)
Technical consultants	-	800	(800	(100.0%)
Claims	<u>23,824</u>	<u>23,718</u>	<u>106</u>	<u>0.4%</u>
Total mineral exploration expense	<u>\$ 21,297</u>	<u>\$ 28,369</u>	<u>\$ (7,072)</u>	<u>= (24.9%)</u>

Mineral exploration expense for the year end April 30, 2019 was \$21,297, a decrease of \$7,072 from 2018 exploration and consultants' expense of \$28,369. The Company's emphasis has shifted from exploratory drilling to activities related to pre-development expense including environmental and anthropological studies associated with building a Plan of Operations and obtaining a permit for construct a mine at the Longstreet site.

Pre-development expense

	For the years ended April 30,			
	2019	2018	\$ Change	% Change
Flora and fauna contractor	\$ 8,837	\$ 18,925	\$ (10,088	(53.3%)
Cultural resources and anthropological	6,392	7,869	(1,477	(18.8%)

	-	4,093	(4,093	(100.0%)
Environmental and permitting services)		
	44,096	10,634	33,436	314.7%
Environmental impact and plan of operations				
	45,650	36,250	9,400	25.9%
Project management				
	15,000	12,124	2,876	23.7%
Water rights costs				
	-	16,050	(16,050	(100.0%)
Aerial mapping)		
	\$ 119,975	\$ 105,945	\$ 14,030	13.2%
Total pre-development expense				

Pre-development expense for the year end April 30, 2019 was \$119,975, an increase of \$14,030 from 2018 pre-development expense of \$105,945.

Legal and professional fees

	For the years ended April 30,			
	2019	2018	\$ Change	% Change
Audit and accounting	\$ 26,255	\$ 25,808	\$ 447	1.7%
Legal fees	9,488	23,707	(14,219	(60.0%)
Public company expense	17,462	18,868	(1,406	(7.5%)
Investor relations	<u>20,062</u>	<u>2,405</u>	<u>17,657</u>	<u>734.2%</u>
Total legal and professional fees	<u>\$ 73,267</u>	<u>\$ 70,788</u>	<u>\$ 2,479</u>	<u>3.5%</u>

Audit and accounting fees increased \$447 from \$25,808 for the year end April 30, 2018 compared to \$26,255 for the year ended April 30, 2019. Management expects audit and accounting fees to remain relatively constant in the upcoming fiscal year.

Investor relation expense of \$20,062 for the year ended April 30, 2019 increased \$17,657 compared to \$2,405 for the year ended April 30, 2018 as the Company engaged an investor relations consultant to build awareness.

The primary component of public company expense is the annual fee associated with OTC Markets for the Company's OTCQB status. Public company expense decreased \$1,406 for the year ended April 30, 2019.

Legal fees decreased from \$23,707 in 2018 to \$9,488 in 2019. The decrease for the year is primarily related to expenses related to legal costs related to documentation related to private placements and regulatory filings related to officers for the year ended April 30, 2018. There are no pending legal issues or contingencies as of April 30, 2019.

General and administrative expense

	For the years ended April 30,			
	2019	2018	\$ Change	% Change
Auto and travel	\$ 24,924	\$ 35,898	\$ (10,974	(30.6%)
General administrative and insurance	36,420	37,162	(742	(2.0%)
Management fees and payroll	52,423	49,067	3,356	6.8%
Office and computer expense	4,768	3,301	1,467	44.4%
Rent and lease expense	1,500	3,000	(1,500	(50.0%)
Stock based compensation	-	90,923	(90,923	N/A
Telephone and utilities	<u>945</u>	<u>2,467</u>	<u>(1,522</u>	<u>(61.7%)</u>
Total general and administrative	<u>\$ 120,980</u>	<u>\$ 221,818</u>	<u>\$ (100,838</u>	<u>(45.5%)</u>

Total general and administrative expense decreased \$100,838 to \$120,980 compared to 2018 expense of \$221,818.

The primary difference was attributable to the decrease in stock-based compensation, a non-cash expense, of \$90,923 for the year ended April 30, 2018.

Auto and travel expense decreased for the fiscal year ending April 30, 2019 by \$10,974. Travel is generally related to meetings associated with capital raises and visits to the exploration site by Company management and potential financiers.

LIQUIDITY AND FINANCIAL CONDITION

	April 30, 2019	April 30, 2018
WORKING CAPITAL		
Current assets	\$ 463,161	\$ 855,062

	- 19,246	- 95,911
Current liabilities		
	\$ 443,915	\$ 759,151
Working capital (deficit)		

For the years ended

CASH FLOWS

	April 30, 2019	April 30, 2018
Cash flow used by operating activities	\$ (340,110)	\$ (304,843)
Cash flow used by investing activities	(52,000)	(51,995)
Cash flow provided by financing activities	-	1,079,884
Net increase (decrease) in cash during year	\$ (392,110)	\$ 723,046

Working capital will be utilized for the Company's ongoing environmental studies at its Longstreet Project scheduled for the summer of 2019 and general corporate purposes.

The Company utilized \$52,000 in cash from Investing Activities to exercise its option on claims agreements and utilized for certain capitalized mineral assets at its Longstreet Project. The Company intends to continue exploration activities at Longstreet upon completion of environmental studies and permitting.

As of April 30, 2019, the Company had cash on hand of \$440,316. Since inception, the sole source of financing has been sales of the Company's debt and equity securities. Star Gold Corp. has not attained profitable operations and its ability to pursue any future plan of operation is dependent upon our ability to obtain financing.

Star Gold Corp. anticipates continuing to rely on sales of its debt and/or equity securities in order to continue to fund ongoing operations. Issuances of additional shares of common stock may result in dilution to the Company's existing stockholders. There is no assurance that the Company will be able to complete any additional sales of equity securities or that it will be able arrange for other financing to fund its planned business activities.

The Company's continuation as a going concern is dependent upon its ability to generate sufficient cash flow to meet its obligations on a timely basis, to obtain additional financing as may be required, or ultimately to attain profitability. Potential sources of cash, or relief of demand for cash, include additional external debt, the sale of shares of the Company's stock or alternative methods such as mergers or sale of the Company's assets. No assurances can be given, however, that the Company will be able to obtain any of these potential sources of cash. The Company currently requires additional cash funding from outside sources to sustain existing operations and to meet current obligations and ongoing capital requirements.

The Company plans for the long-term continuation as a going concern include financing future operations through sales of our equity and/or debt securities and the anticipated profitable exploitation of the Company's mining properties. These plans may also, at some future point, include the formation of mining joint ventures with senior mining company partners on specific mineral properties whereby the joint venture partner would provide the necessary financing in return for equity in the property.

OFF-BALANCE SHEET ARRANGEMENTS

The Company has no significant off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to its stockholders.

CRITICAL ACCOUNTING POLICIES

The Company has identified certain accounting policies, described below, that are most important to the portrayal of its current financial condition and results of operations. The Company's significant accounting policies are disclosed in the notes to the audited financial statements included in this Annual Report.

Asset Impairments

Significant property acquisition payments for active exploration properties are capitalized. The evaluation of the Company's mineral properties for impairment is based on market conditions for minerals, underlying mineralized material associated with the properties, and future costs that may be required for ultimate realization through mining operations or by sale. If no mineable ore body is discovered, or market conditions for minerals deteriorate, there is the potential for a material adjustment to the value assigned to mineral properties.

Mineral Interests

Exploration costs are expensed in the period in which they occur. The Company capitalizes costs for acquiring and leasing mineral properties and expenses costs to maintain mineral rights as incurred. Should a property reach the production stage, these capitalized costs would be amortized using the units-of-production method based on periodic estimates of ore reserves. Mineral interests are periodically assessed for impairment of value, and any subsequent losses are charged to operations at the time of impairment. If a property is abandoned or sold, its capitalized costs are charged to operations.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

The Company does not hold any derivative instruments and does not engage in any hedging activities.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

Index to Financial Statements:

Audited financial statements as of April 30, 2019, including:

- [1. Report of Independent Registered Public Accounting Firm;](#)
- [2. Balance Sheets as of April 30, 2019 and 2018;](#)
- [3. Statements of Operations for the years ended April 30, 2019 and 2018;](#)
- [4. Statement of Changes in Stockholders' Equity for the years ended April 30, 2019 and 2018;](#)
- [5. Statements of Cash Flows for the years ended April 30, 2019 and 2018;](#)
- [6. Notes to Financial Statements.](#)

Report of Independent Registered Public Accounting Firm

To the shareholders and the board of directors of Star Gold Corp.

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Star Gold Corp. (the "Company") as of April 30, 2019 and 2018, the related statements of operations, changes in stockholders' equity and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of April 30, 2019 and 2018, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/DeCoria, Maichel & Teague, P.S./

DeCoria, Maichel & Teague, P.S.

We have served as the Company's independent auditor since 2011.

Spokane, Washington

July 15, 2019

S TAR GOLD CORP.
BALANCE SHEETS

	<u>April 30, 2019</u>	<u>April 30, 2018</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 440,316	\$ 832,426
Other current assets (NOTE 5)	<u>22,845</u>	<u>22,636</u>
TOTAL CURRENT ASSETS	<u>463,161</u>	<u>855,062</u>
EQUIPMENT AND MINING INTEREST, net (NOTE 4)	467,107	414,522
OTHER ASSETS – NON-CURRENT (NOTE 5)	2,557	15,735
RECLAMATION BOND	<u>21,600</u>	<u>21,600</u>
TOTAL ASSETS	<u><u>\$ 954,425</u></u>	<u><u>\$ 1,306,919</u></u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	<u>\$ 19,246</u>	<u>\$ 95,911</u>
TOTAL CURRENT LIABILITIES	<u>19,246</u>	<u>95,911</u>
TOTAL LIABILITIES	<u>19,246</u>	<u>95,911</u>
COMMITMENTS AND CONTINGENCIES (NOTE 4)		
STOCKHOLDERS' EQUITY		
Preferred Stock, par value; 10,000,000 shares authorized, none issued and outstanding	-	-
Common Stock, \$. 001 par value; 300,000,000 shares authorized; 77,394,841 and 76,434,424 shares issued and outstanding, respectively	77,395	76,434
Additional paid-in capital	11,560,527	11,501,613
Accumulated deficit	<u>(10,702,743)</u>	<u>(10,367,039)</u>
TOTAL STOCKHOLDERS' EQUITY	<u>935,179</u>	<u>1,211,008</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u><u>\$ 954,425</u></u>	<u><u>\$ 1,306,919</u></u>

The accompanying notes are an integral part of these financial statements.

STAR GOLD CORP.
S TATEMENTS OF OPERATIONS

	For the years ended	
	April 30, 2019	April 30, 2018
OPERATING EXPENSE		
Mineral exploration expense	\$ 21,297	\$ 28,369
Pre-development expense	119,975	105,945
Legal and professional fees	73,267	70,788
Management and administrative	120,980	221,818
Depreciation	<u>1,665</u>	<u>347</u>
TOTAL OPERATING EXPENSES	<u>337,184</u>	<u>427,267</u>
LOSS FROM OPERATIONS	<u>(337,184)</u>	<u>(427,267)</u>
OTHER INCOME (EXPENSE)		
Interest expense	(833)	(778)
Interest income	<u>2,313</u>	<u>896</u>
TOTAL OTHER INCOME (EXPENSE)	<u>1,480</u>	<u>118</u>
NET LOSS BEFORE INCOME TAXES	<u>(335,704)</u>	<u>(427,149)</u>
Provision (benefit) for income tax	<u>-</u>	<u>-</u>
NET LOSS	<u>\$ (335,704)</u>	<u>\$ (427,149)</u>
Basic and diluted loss per share	<u>\$ (0.00)</u>	<u>\$ (0.01)</u>
Basic and diluted weighted average number shares outstanding	<u>76,923,842</u>	<u>66,375,222</u>

The accompanying notes are an integral part of these financial statements.

S TAR GOLD CORP.
STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
For the years ended April 30, 2019 and 2018

	Common Stock				Total Stockholders' Equity
	Shares Issued	Par Value \$.001 per share	Additional Paid in Capital	Accumulated Deficit	
BALANCE, April 30, 2017	54,836,726	\$ 54,837	\$ 10,350,403	\$ (9,939,890)	\$ 465,350
Common stock and warrants sold at \$0.10 per unit (\$0.05 per share)	21,597,698	21,597	1,058,287	-	1,079,884
Stock-based compensation	-	-	90,923	-	90,923
Options issued for mining interest	-	-	2,000	-	2,000
Net loss	-	-	-	(427,149)	(427,149)
BALANCE, April 30, 2018	76,434,424	\$ 76,434	\$ 11,501,613	\$ (10,367,039)	\$ 1,211,008
Common stock issued at \$0.06 per share for accounts payable	960,417	961	56,664	-	57,625
Options issued for mining interest	-	-	2,250	-	2,250
Net loss	-	-	-	(335,704)	(335,704)
BALANCE, April 30, 2019	<u>77,394,841</u>	<u>\$ 77,395</u>	<u>\$ 11,560,527</u>	<u>\$ (10,702,743)</u>	<u>\$ 935,179</u>

The accompanying notes are an integral part of these financial statements.

S TAR GOLD CORP.
STATEMENTS OF CASH FLOWS

	For the years ended	
	April 30, 2019	April 30, 2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (335,704)	\$ (427,149)
Adjustments to reconcile net loss to net cash used by operating activities		
Stock based compensation	-	90,923
Depreciation	1,665	347
Changes in operating assets and liabilities:		
Other current assets	(209)	(7,199)
Other assets	13,178	(4,624)
Accounts payable	(19,040)	42,859
Net cash used by operating activities	(340,110)	(304,843)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Payments for equipment and mining interest	(52,000)	(51,995)
Net cash used by investing activities	(52,000)	(51,995)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds from sale of common stock and warrants	-	1,079,884
Net cash provided by financing activities	-	1,079,884
Net increase (decrease) in cash and cash equivalents	(392,110)	723,046
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	832,426	109,380
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 440,316	\$ 832,426
SUPPLEMENTAL CASH FLOW INFORMATION:		
Interest paid in cash	\$ 833	\$ 778
NON-CASH FINANCING AND INVESTING ACTIVITIES:		
Common stock issued for accounts payable	\$ 57,625	\$ -
Options issued for mining interest	2,250	2,000

NOTE 1 - NATURE OF OPERATIONS

Star Gold Corp. (the “Company”) was initially incorporated as Elan Development, Inc., in the State of Nevada on December 8, 2006. The Company was originally organized to explore mineral properties in British Columbia, Canada but the Company is currently focusing on gold, silver and other base metal-bearing properties in Nevada.

The Company’s core business consists of assembling and/or acquiring land packages and mining claims the Company believes have potential mining reserves, and expending capital to explore these claims by drilling, and performing geophysical work or other exploration work deemed necessary. The business is a high-risk business as there is no guarantee that the Company’s exploration work will ultimately discover or produce any economically viable minerals.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

This summary of significant accounting policies is presented to assist in understanding the financial statements. The financial statements and notes are representations of the Company’s management, which is responsible for their integrity and objectivity. These financial statements and related notes are presented in accordance with accounting principles generally accepted in the United States.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities at the dates of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant areas requiring the use of management assumptions and estimates relate to long-lived asset impairments and stock-based compensation valuation. Actual results could differ from these estimates and assumptions and could have a material effect on the Company’s reported financial position and results of operations.

Risks and Uncertainties

The Company’s operations are subject to significant risks and uncertainties, including financial, operational, technological and other risks associated with operating an emerging exploration mining business, including the potential risk of business failure.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Company considers all highly liquid investments with original maturities of three months or less when acquired to be cash equivalents.

Reclamation bond

Reclamation bond constitutes cash held as collateral for the faithful performance of bond securing exploration permits and are accounted for on a cost basis.

Financial Instruments

The Company’s financial instruments include cash and cash equivalents and reclamation bond. All instruments are accounted for on a cost basis, which, due to the short maturity of these financial instruments, approximates fair value at April 30, 2019.

Fair Value Measures

When required to measure assets or liabilities at fair value, the Company uses a fair value hierarchy based on the level of independent, objective evidence surrounding the inputs used. The Company determines the level within the fair value hierarchy in which the fair value measurements in their entirety fall. The categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Level 1 uses quoted prices in active markets for identical assets or liabilities, Level 2 uses significant other observable inputs, and Level 3 uses significant unobservable inputs. The amount of the total gains or losses for the period are included in earnings that are attributable to the change in unrealized gains or losses relating to those assets and liabilities still held at the reporting date.

At April 30, 2019 and April 30, 2018, the Company had no assets or liabilities accounted for at fair value on a recurring or nonrecurring basis.

Mining Interests and Mineral Exploration Expenditures

Exploration costs are expensed in the period in which they occur. The Company capitalizes costs for acquiring and leasing mining properties and expenses costs to maintain mineral rights as incurred. Should a property reach the production stage, capitalized costs would be amortized using the units-of-production method on the basis of periodic estimates of ore reserves. Mining interests are periodically assessed for impairment of value, and any subsequent losses are charged to operations at the time of impairment. If a property is abandoned or sold, its capitalized costs are charged to operations.

Pre-development Expenditures

Pre-development activities involve costs incurred in the exploration stage that may ultimately benefit production, such as underground ramp development, which are expensed due to the lack of evidence of economic development, which is necessary to demonstrate future recoverability of these costs.

Equipment

Equipment is stated at cost. Significant improvements are capitalized and depreciated. Depreciation of equipment is calculated using the straight-line method over the estimated useful lives of the assets, which range from three to seven years. Maintenance and repairs are charged to operations as incurred. Gains or losses on disposition or retirement of property and equipment are recognized in operating expenses.

Reclamation and Remediation

The Company's operations are subject to standards for mine reclamation that have been established by various governmental agencies. In the period in which the Company incurs a contractual obligation for the retirement of tangible long-lived assets, the Company will record the fair value of an asset retirement obligation as a liability. A corresponding asset will also be recorded and depreciated over the life of the asset. After the initial measurement of an asset retirement obligation, the liability will be adjusted at the end of each reporting period to reflect changes in the estimated future cash flows underlying the obligation. To date, the Company has not incurred any contractual obligation requiring recording either a liability or associated asset.

Impairment of Long-lived Assets

The Company periodically reviews its long-lived assets to determine if any events or changes in circumstances have transpired which indicate that the carrying value of its assets may not be recoverable. The Company determines impairment by comparing the undiscounted net future cash flows estimated to be generated by its assets to their respective carrying amounts. If impairment is deemed to exist, the assets will be written down to fair value.

Stock-based Compensation

The Company estimates the fair value of options to purchase common stock using the Black-Scholes model, which requires the input of some subjective assumptions. These assumptions include estimating the length of time employees will retain their vested stock options before exercising them ("expected life"), the estimated volatility of the Company's common stock price over the expected term ("volatility"), employee forfeiture rate, the risk-free interest rate and the dividend yield. Changes in the subjective assumptions can materially affect the estimate of fair value of stock-based compensation. Options granted have a ten-year maximum term and varying vesting periods as determined by the Board of Directors. The value of shares of common stock awards is determined based on the closing price of the Company's stock on the date of the award.

Income Taxes

The Company accounts for income taxes using the liability method. The liability method requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of (i) temporary differences between financial statement carrying amounts of assets and liabilities and their basis for tax purposes and (ii) operating loss and tax credit carryforwards for tax purposes. Deferred tax assets are reduced by a valuation allowance when management concludes that it is more likely than not that a portion of the deferred tax assets will not be realized in a future period.

Reclassifications

Certain reclassifications have been made to the 2018 financial statements in order to conform to the 2019 presentation. These reclassifications have no effect on net loss, total assets or accumulated deficit as previously reported.

New Accounting Pronouncements

In August 2016, the FASB issued ASU No. 2016-15 Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments. The update provides guidance on classification for cash receipts and payments related to eight specific issues. The update is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, with early adoption permitted. There was no impact to the financial statements upon adoption of this update effective May 1, 2018.

In November 2016, the FASB issued ASU No. 2016-18 Statement of Cash Flows (Topic 230): Restricted Cash. The update requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. The update is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, with early adoption permitted. There was no impact to the financial statements upon adoption of this update effective May 1, 2018.

In January 2017, the FASB issued ASU No. 2017-01 Business Combinations (Topic 805): Clarifying the Definition of a Business. The update clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The update is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. There was no impact to the financial statements upon adoption of this update effective May 1, 2018.

In June 2018, the FASB issued ASU No. 2018-07, Compensation-Stock Compensation, Improvements to Nonemployee Share-Based Payment Accounting. ASU No. 2018-07 expands the scope of the standard for stock-based compensation to include share-based payment transactions for acquiring goods and services from nonemployees. ASU No. 2018-07 will become effective for the Company on May 1, 2019 and early adoption is permitted. The Company is currently evaluating the impact of this update on its financial statements and related disclosures.

Other accounting standards that have been issued or proposed by FASB that do not require adoption until a future date are not expected to have a material impact on the consolidated financial statements upon adoption. The Company does not discuss recent pronouncements that are not anticipated to have an impact on or are unrelated to its financial condition, results of operations, cash flows or disclosures.

NOTE 3— EARNINGS PER SHARE

Basic Earnings Per Share (“EPS”) is computed as net income (loss) available to common stockholders divided by the weighted average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur from common shares issuable through stock options and warrants.

The outstanding securities at April 30, 2019 and 2018, that could have a dilutive effect are as follows:

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	<u>April 30, 2019</u>	<u>April 30, 2018</u>
Stock options	6,645,000	6,650,000
Warrants	<u>30,654,249</u>	<u>30,654,249</u>
TOTAL POSSIBLE DILUTIVE SHARES	<u><u>37,299,249</u></u>	<u><u>37,304,249</u></u>

For the years ended April 30, 2019 and 2018, respectively, the effect of the Company's outstanding stock options and warrants would have been anti-dilutive and so are excluded in the diluted EPS.

NOTE 4—EQUIPMENT AND MINING INTEREST

The following is a summary of the Company's equipment and mining interest at April 30, 2019 and 2018.

	<u>April 30, 2019</u>	<u>April 30, 2018</u>
Equipment	\$ 32,002	\$ 32,002
Less accumulated depreciation	<u>(29,019)</u>	<u>(27,354)</u>
Equipment, net of accumulated depreciation	2,983	4,648
Mining interest - Longstreet	<u>464,124</u>	<u>409,874</u>
TOTAL EQUIPMENT AND MINING INTEREST	<u><u>\$ 467,107</u></u>	<u><u>\$ 414,522</u></u>

Pursuant to the Longstreet Property Option Agreement, as amended, (the "Longstreet Agreement") entered into by the Company on or about January 15, 2010, the Company leases, with an option to acquire, unpatented mining claims located in the State of Nevada known as the Longstreet Property. Under the agreement, the Company is required to make minimal lease payments in the form of cash and options to purchase shares of the Company's common stock.

On December 4, 2018 the Company amended the Longstreet Agreement to change the due date of certain expenditures required by that agreement (the "Amendment"). The Amendment extends the due date of the 2019 expenditures from January 16, 2019 to August 31, 2019 and also extends the due date of the 2020 expenditures from January 16, 2020 to August 31, 2020. No other provisions of the Longstreet Agreement, as previously amended, were affected by the Amendment.

In addition, the Company is obligated, pursuant to the Longstreet Agreement, to pay an annual advance royalty payment of \$12,000 related to the Clifford claims which the Company paid in each of the years ended April 30, 2019 and 2018. The Longstreet Agreement obligates the Company to minimal expenditures to be spent on the property. All allowable expenditures in excess of the required annual expenditures are carried over to the subsequent year.

For the year ended April 30, 2018, the Company made the annual required payment to the optioner of \$35,000 which is included in "Equipment and Mining Interest" on the Company's balance sheet. The Company also issued options to purchase 40,000 shares of common stock with fair value of \$2,000 during the year ended April 30, 2018.

For the year ended April 30, 2019, the Company paid the annual \$12,000 advance royalty for additional mining interest on the Longstreet Property related to the Clifford claims. The Company also paid the annual required payment of \$40,000 to the optioner which is included in "Equipment and Mining Interest". The Company also issued options to purchase 45,000 shares of common stock with a fair value of \$2,250 for the year ended April 30, 2019.

The schedules of future minimum required expenditures, annual payments, and number of stock options to be issued pursuant to the Longstreet Agreement are as follows:

	<u>Required expenditure</u>
January 17, 2018 through August 31, 2019	\$ 500,000
September 1, 2019 through August 31, 2020	<u>700,000</u>
	<u><u>\$ 1,200,000</u></u>

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	<u>Cash payment ⁽¹⁾</u>	<u>Stock options</u>
January 16, 2020	45,000	50,000
	<u>85,000</u>	<u>-</u>
Payment due upon transfer but no later than January 16, 2021		
	<u>\$ 130,000</u>	<u>= 50,000</u>
TOTAL		

As of April 30, 2019, the Company was in compliance with the expenditure provisions of the Longstreet Agreement.

NOTE 5 –OTHER ASSETS

On January 19, 2017, the Company entered into an Option and Lease of Water Rights with Stone Cabin Company, LLC (the “Stone Cabin Water Rights Agreement”). In exchange for a one-time payment of \$20,000, the Stone Cabin Water Rights Agreement granted the Company a three-year option to commence a ten-year lease of certain water rights in Nevada. The water rights are for use in conjunction with the Company’s Longstreet Project. Lease payments for the water rights do not commence unless the Company exercises the option to lease. The Stone Cabin Water Rights Agreement also granted the Company the ability to extend, upon additional option payments, the option to lease for up to an additional three years and the ability to extend the water rights lease (if exercised) for an additional ten-year period. The \$20,000 payment was deferred as Other Assets and is being amortized on a straight-line basis over the three-year option period.

On August 21, 2017, the Company entered into an Option and Lease of Water Rights, with High Test Hay, LLC (the “High Test Water Rights Agreement”). In exchange for a one-time payment of \$25,000, the High Test Water Rights Agreement grants the Company a three-year option to commence a ten-year lease on certain water rights in Nevada. The water rights are for use in conjunction with the Company’s Longstreet Project. Lease payments for the water rights do not commence unless and until the Company exercises the option to lease. The High Test Water Rights Agreement also grants the Company the ability to extend, upon additional option payments, the option to lease for up to an additional three years and the ability to extend the water rights lease (if exercised) for up to an additional twenty years. The \$25,000 payment has been deferred and is being amortized on a straight-line basis over the three-year option period.

The following is a summary of the Company’s Other Assets at April 30, 2019 and 2018.

	<u>April 30, 2019</u>	<u>April 30, 2018</u>
Option on water rights lease agreements, net	\$ 15,735	\$ 30,735
	<u>9,667</u>	<u>7,636</u>
Prepaid insurance and other expenses		
	25,402	38,371
Total	<u>(22,845)</u>	<u>(22,636)</u>
Less Other Assets - Current)	\$ 2,557)	\$ 15,735
TOTAL OTHER ASSETS - NON-CURRENT	<u>=</u>	<u>=</u>

NOTE 6 - INCOME TAXES

There was no income tax provision (benefit) for the years ended April 30, 2019 and 2018. The components of the Company’s net deferred tax assets are as follows:

	<u>April 30, 2019</u>	<u>April 30, 2018</u>
Deferred tax asset		-
	\$ 1,438,800	\$ 1,282,300
Net operating loss carryforward	200,200	200,200
Stock-based compensation	296,600	365,600
Equipment and mining interests	<u>2,900</u>	<u>2,900</u>
Other		
	1,938,500	1,851,000
Total deferred tax assets		

		(1,938,500)		(1,851,000)
Valuation allowance)	-)	-
		\$		\$
		-		-
NET DEFERRED TAX ASSETS		=		=

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Deferred income taxes arise from timing differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. A deferred tax asset valuation allowance is recorded when it is more likely than not that deferred tax assets will not be realized. As management of the Company cannot determine that it is more likely than not that the Company will realize the benefit of the net deferred tax assets, a valuation allowance equal to 100% of the deferred tax assets has been recorded at April 30, 2019 and 2018.

On December 22, 2017, the United States enacted the Tax Cuts and Jobs Act (the "Act") resulting in significant modifications to existing law. The Company did not incur any net income tax benefit or provision for the year ended April 30, 2018 as a result of the changes to tax laws and tax rates under the Act. The Company's net deferred tax asset was reduced by approximately \$680,800 during the year ended April 30, 2018, which consisted primarily of the remeasurement of federal deferred tax assets from 35% to 21%.

A reconciliation between the statutory federal income tax rate and the Company's tax provision (benefit) is as follows:

	April 30, 2019		April 30, 2018	
	\$	(70,500 (21%)	\$	(129,600 (35%)
Amount computed using the statutory rate))		
		(18,400 (6%)		(20,500 (5%)
Effect of state taxes))		
		1,400 -		2,900 1%
Other		-		680,800 159%
Impact of change in statutory tax rate		-		-
		87,500 (26%)		(533,600 (125%)
Change in valuation allowance	-	-	-	-
		- -%		- -%
TOTAL INCOME TAX PROVISION (BENEFIT)	=	=	=	=

At April 30, 2019, the Company had federal and state net operating loss carry forwards of approximately \$5,436,000, \$4,845,000 of which expires between 2013 and 2037. The remaining balance of \$591,000 will never expire but its utilization is limited to 80% of taxable income in any future year.

The Company has no tax position at April 30, 2019 and 2018 for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility. It is not anticipated that unrecognized tax benefits would significantly increase or decrease within 12 months of the reporting date. The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. No such interest or penalties were recognized during the periods presented. The Company had no accruals for interest and penalties at April 30, 2019 and 2018. The Company's federal income tax returns for fiscal years 2017 through 2019 remain open and subject to examination.

NOTE 7– RELATED PARTY TRANSACTIONS

The Company rented office space from Marlin Property Management, LLC ("Marlin") an entity owned by the spouse of the Company's former President and current Chairman of the Board of Directors. The lease was on a month-to-month basis as financial resources were available. The Company terminated the lease effective November 1, 2018. For the years ended April 30, 2019 and 2018, office rent was \$1,500 and \$3,000, respectively.

NOTE 8 – STOCKHOLDERS' EQUITY

On October 17, 2017, the Company issued 21,597,698 shares of its common stock to 34 investors pursuant to a private placement of its securities (the "2017 Offering"). The 2017 Offering consisted of the sale of "units" of the Company's securities at the per unit price of \$0.10. Each unit consisted of two shares of common stock and one warrants to purchase an additional share of common stock. The Company raised a total of \$1,079,884.

On October 26, 2018, the Company issued 960,417 shares of its common stock in lieu of cash payment for accounts payable. The value of the shares issued was \$57,625, based on a price of \$0.06 per share which was the fair value on the date of issuance.

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NOTE 9 – WARRANTS

On October 31, 2017, the Company issued 10,798,849 warrants pursuant to the 2017 Offering which entitled the holders thereof to purchase shares of common stock for the price of \$0.15 per share. The term of each warrant is for three years commencing with its issuance date.

The following is a summary of the Company's warrants to purchase shares of common stock activity:

	Warrants	Weighted Average Exercise Price
Balance outstanding at April 30, 2017	19,855,400	\$ 0.17
Issued – October 31, 2017 (Note 7)	<u>10,798,849</u>	<u>0.15</u>
Balance outstanding at April 30, 2018 and April 30, 2019	<u><u>30,654,249</u></u>	<u><u>\$ 0.16</u></u>

The composition of the Company's warrants outstanding at April 30, 2019 is as follows:

Issue Date	Expiration Date	Warrants	Exercise Price	Remaining life (years)
July 29, 2014	July 29, 2019	1,614,400	\$ 0.23	0.25
October 12, 2015	October 12, 2020	4,241,000	0.20	1.45
October 12, 2016	October 12, 2021	14,000,000	0.15	2.45
October 31, 2017	October 31, 2020	<u>10,798,849</u>	<u>0.15</u>	<u>1.51</u>
		<u><u>30,654,249</u></u>	<u><u>\$ 0.16</u></u>	<u><u>1.87</u></u>

NOTE 10 - STOCK OPTIONS

Options issued for mining interest

In consideration for mining interests (see Note 4), the Company is obligated to issue stock options to purchase shares of the Company's common stock based on "fair market price" which for financial statement purposes is considered to be the closing price of the Company's common stock on the issue dates. Those costs are capitalized as Mining Interests (Note 4).

The Company estimated the fair value of these option grants using the Black-Scholes model with the following information and range of assumptions:

	For the years ended April 30,	
	2019	2018
Options issued	45,000	40,000
Expected volatility	336.6%	331.9%
Expected term	10 years	10 years
Risk free rate	2.73%	2.54%
Fair value of options issued	\$ 2,250	\$ 2,000

The following is a summary of the Company's options issued and outstanding in conjunction with the Longstreet Agreement for the years ended April 30, 2019 and 2018, respectively:

<u>For the year ended April 30, 2019</u>	<u>For the year ended April 30, 2018</u>
------------------------------------------	------------------------------------------

	<u>Options</u>	<u>Price (a)</u>	<u>Options</u>	<u>Price (a)</u>
Beginning balance	440,000	\$ 0.28	400,000	\$ 0.30
Issued	45,000	0.05	40,000	0.05
Exercised	-	-	-	-
Expired	(50,000)	(0.30)	-	-
Ending balance	<u><u>435,000</u></u>	<u><u>\$ 0.25</u></u>	<u><u>440,000</u></u>	<u><u>\$ 0.28</u></u>

^(a) Weighted average exercise price.

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As of April 30, 2019, the remaining weighted average term of the option grants for mining interest was 4.41 years.

Options issued under the 2011 Stock Option/Restricted Stock Plan

The Company established the 2011 Stock Option/Restricted Stock Plan. The Stock Option Plan is administered by the Board of Directors and provides for the grant of stock options to eligible individual including directors, executive officers and advisors that have furnished bona fide services to the Company not related to the sale of securities in a capital-raising transaction.

The Stock Option Plan has a fixed maximum percentage of 10% of the Company's outstanding shares that are eligible for the plan pool, whereby the number of Shares under the plan increases automatically increases as the total number of shares outstanding increase. The number of shares subject to the Stock Option Plan and any outstanding awards will be adjusted appropriately by the Board of Directors if the Company's common stock is affected through a reorganization, merger, consolidation, recapitalization, restructuring, reclassification dividend (other than quarterly cash dividends) or other distribution, stock split, spin-off or sale of substantially all of the Company's assets.

The Stock Option plan also has terms and conditions, including without limitations that the exercise price for stock options granted under the Stock Option Plan must equal the stock's fair value, based on the closing price per share of common stock, at the time the stock option is granted. The fair value of each option award is estimated on the date of grant utilizing the Black-Scholes model and commonly utilized assumptions associated with the Black-Scholes methodology. Options granted under the Plan have a ten-year maximum term and varying vesting periods as determined by the Board.

On April 30, 2018, the Board of Directors authorized the grant of 1,400,000 options to purchase shares of common stock of the Company to various directors, officers and consultants. The options have an exercise price of \$0.065 based on the closing price of the Company's common stock on the date of grant and vest immediately. The expiration date of the options is April 30, 2023. The fair value of the options was \$90,923 and was recognized as stock-based compensation for the year ended April 30, 2018. These costs are classified as management and administrative expense

The Company estimated the fair value of these option grants using the Black-Scholes model with the following information and assumptions:

	For the years ended April 30,	
	2019	2018
Options issued/re-priced	-	1,400,000
Expected volatility	-	296.7%
Expected term	-	5 years
Risk free rate	-	2.79%
Fair value of options issued/re-priced\$	-	\$ 90,923

The following is a summary of the Company's options issued and outstanding in conjunction with the Company's Stock Option Plan:

	For the year ended April 30,			
	2019		2018	
	Options	Price (a)	Options	Price (a)
Beginning balance	6,210,000	\$ 0.06	4,810,000	\$ 0.06
Issued	-	-	1,400,000	0.065
Exercised	-	-	-	-
Expired/Repriced	-	-	-	-
Ending balance	= 6,210,000	= \$ 0.06	= 6,210,000	= \$ 0.06

^(a) Weighted average exercise price.

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The following table summarizes additional information about the options under the Company's Stock Option Plan as of April 30, 2019:

Date of Grant	Options outstanding and exercisable		
	Shares	Price	Remaining Term
October 18, 2016	4,810,000	\$ 0.06	2.47
April 30, 2018	1,400,000	0.065	4.00
Total options	6,210,000	\$ 0.06	2.90

The total value of stock option awards is expensed ratably over the vesting period of the employees receiving the awards. As of April 30, 2019, there was no unrecognized compensation cost related to stock-based options and awards.

Summary:

The following is a summary of the Company's stock options outstanding and exercisable:

Options issued for:	Expiration Date	Options	Weighted Average Exercise Price
Mining interests	April 11, 2020 to January 15, 2029	435,000	\$ 0.25
Stock option plan	October 18, 2021 to April 30, 2023	6,210,000	0.06
Outstanding and exercisable at April 30, 2019		6,645,000	\$ 0.07

The aggregate intrinsic value of all options vested and exercisable at April 30, 2019, was \$Nil based on the Company's closing price of \$0.031 per common share at April 30, 2019. The Company's current policy is to issue new shares to satisfy option exercises.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

For the years ended April 30, 2019 and 2018 there were no disagreements with our auditors on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure. For the years ended April 30, 2019 and 2018, there were no “reportable events” as that term is described in Item 304(a)(1)(v) of Regulation S-K.

ITEM 9A. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

At the end of the period covered by this Annual Report on Form 10-K, an evaluation was carried out under the supervision of and with the participation of our management, including the Principal Executive Officer and the Principal Financial Officer of the effectiveness of the design and operations of our disclosure controls and procedures (as defined in Rule 13a – 15(e) and Rule 15d – 15(e) under the Exchange Act) as of the end of the period covered by this report. Based on that evaluation, the Principal Executive Officer and the Principal Financial Officer have concluded that our disclosure controls and procedures were not effective in ensuring that: (i) information required to be disclosed by the Company in reports that it files or submits to the Securities and Exchange Commission under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in applicable rules and forms and (ii) material information required to be disclosed in our reports filed under the Exchange Act is accumulated and communicated to our management, including our CEO and CFO, as appropriate, to allow for accurate and timely decisions regarding required disclosure.

Disclosure controls and procedures were not effective due primarily to a material weakness in the segregation of duties in the Company’s internal control of financial reporting as discussed below.

Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company (including its consolidated subsidiaries) and all related information appearing in our Annual Report on Form 10-K. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America

Management conducted an evaluation of the design and operation of our internal control over financial reporting as of April 30, 2019, based on the criteria in a framework developed by the Company’s management pursuant to and in compliance with the criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission. This evaluation included review of the documentation of controls, evaluation of the design effectiveness of controls, walkthroughs of the operating effectiveness of controls and a conclusion on this evaluation. Based on this evaluation, management has concluded that our internal control over financial reporting was not effective as of April 30, 2019, because management identified a material weakness in the Company’s internal control over financial reporting related to the segregation of duties as described below.

While the Company does adhere to internal controls and processes that were designed and implemented based on the COSO report, it is difficult with a very limited staff to maintain appropriate segregation of duties in the initiating and recording of transactions, thereby creating a segregation of duties weakness. Due to: (i) the significance of segregation of duties to the preparation of reliable financial statements; (ii) the significance of potential misstatement that could have resulted due to the deficient controls; and (iii) the absence of sufficient other mitigating controls, we determined that this control deficiency resulted in more than a remote likelihood that a material misstatement or lack of disclosure within the annual or interim financial statements may not be prevented or detected.

Management’s Remediation Initiatives .

Management has evaluated, and continues to evaluate, avenues for mitigating our internal controls weaknesses, but mitigating controls to completely mitigate internal control weaknesses have been deemed to be impractical and prohibitively costly, due to the size of our organization at the current time. Management expects to continue to use reasonable care in following and seeking improvements to effective internal control processes that have been and continue to be in use at the Company

Management is currently evaluating avenues for mitigating the Company’s internal controls weaknesses but mitigating controls that are practical and cost effective may not be found based on the size, structure, and future existence of the organization. Since the Company has not generated any significant revenues, the Company is limited in its options for remediation efforts.

Management, within the confines of its budgetary resources, will engage its outside accounting firm to assist with an assessment of the Company's internal controls over financial reporting during the fiscal year ending April 30, 2019.

Changes in internal controls over financial reporting

There were no changes in the Company's internal control over financial reporting that occurred prior to the Company's most recent financial quarter that materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION.

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

The Company's executive officers and directors and their age and titles are as follows:

Name	Age	Position
Lindsay Gorrill	57	Chairman of the Board
David Segelov	52	President and Director
Kelly Stopher	56	Chief Financial Officer and Corporate Secretary/Treasurer
Paul Coombs	47	Director
Thomas Power	56	Director
Ronald D. Nilson	65	Director

Set forth below is a brief description of the background and business experience of the Company's officers and directors:

Lindsay E. Gorrill - Chairman

Mr. Lindsay Gorrill is a Chartered Accountant and has university degrees in Finance and Marketing. Mr. Gorrill has a background in acquisitions, company building, financial markets and world exposure. Mr. Gorrill has served as a member of the Company's Board of Directors since July 2007. Mr. Gorrill currently serves as the Company's Chairman of the Board and has in the past served as the Company's President and Treasurer. Between July 2007 and October 2015, Mr. Gorrill previously served on the Board of Directors of JayHawk Energy, Inc. which was quoted via the OTC Markets, and also in the past served as JayHawk Energy, Inc.'s Chairman, President, Chief Executive Officer and Chief Financial Officer. Mr. Gorrill has also previously served as a member of the Board of Directors of Latera Ventures Corp, a company quoted via the OTC Markets. He has served in the past, as President, Chief Operating Officer and as a member of the Board of Directors of Berkley Resources Inc., a company listed on the TSX Venture Exchange. He has also been, since September 2009, a member of the Board of Directors of Deer Horn Metals, Inc., a TSX Venture Exchange listed company.

David Segelov – President and Director

Mr David Segelov is a Chartered Financial Analyst (CFA) and has a Masters of Business Administration from Columbia University in New York and also holds a law degree from Sydney University. He is the sole partner of Reverse Swing Capital ("Reverse Swing") which is a financial consulting firm. Reverse Swing provides financial analysis of investments and ideas for hedge funds in New York with a primary focus on resource companies (with an expertise in gold investments) in the USA, Australia and Canada. Prior to Reverse Swing Capital, he was analyst at various hedge funds including Para Partners in New York for five years. He holds no executive or management positions with any other public company. From August 2015 till December 2017, Mr. Segelov held the position of CFO of Driver Digital Holdings, Inc., a privately held children's media company based in New York City. Mr. Segelov has been a Director of Star Gold Corp. since December 2011 and has in the past served as the Company's Chief Executive Officer.

Kelly J. Stopher – Chief Financial Officer and Corporate Secretary/Treasurer

Mr. Kelly Stopher was appointed Chief Financial Officer of the Company on October 20, 2010. Mr. Stopher has 29 years experience in accounting and finance. Mr. Stopher is the Managing Partner of Palouse Advisory Partners, providing Chief Financial Officer services to clients. Mr. Stopher has developed strategies to implement financial management systems, internal control policies and procedures, and financial reporting and modeling for small-cap companies. Mr. Stopher served as Chief Financial Officer and interim President/ Chief Executive Officer for JayHawk Energy, Inc., a company quoted via the OTC Markets. Mr. Stopher also served on the Board of Directors of Jayhawk Energy, Inc. Mr. Stopher holds a Bachelors degree from Washington State University in Business Administration - Accounting.

Paul Coombs - Director

Mr. Coombs has over fifteen years of experience in the exploration and development of gold mining properties in North America, Europe and Africa. Mr. Coombs structured and supervised the financial operations for Falconbridge Ltd, Noranda Inc. and Xstrata PLC's North American gold production. At the height of his responsibility, Mr. Coombs managed responsibilities of hedging, selling and refining of more than 1 million ounces of gold annually. More recently, he was CFO of the Canadian company Canada Fluorspar Inc., which was previously listed on the TSX Venture Exchange. Mr. Coombs has served as a Director of Star Gold Corp. since September 2014.

Additionally, Mr. Coombs has worked extensively in West Africa developing producing gold mines for Endeavour Mining in Burkina Faso and exploration projects in Mali, Ghana and Cote d'Ivoire. Mr. Coombs completed his undergraduate work at Memorial University in St. John's, Newfoundland, Canada earning a Bachelor of Commerce, followed by both C.M.A. and C.G.A designations. After working for Falconbridge for several years Mr. Coombs completed his MBA at Laurentian University in Sudbury, Ontario, Canada.

Ronald D. Nilson - Director

Mr. Nilson is the President and CEO of Ground Force Worldwide ("Ground Force") based in Post Falls, Idaho. Mr. Nilson has run Ground Force since 2000. Ground Force is an engineering and manufacturing company, specializing in mining equipment. Ground Force designs, engineers and manufactures specialized equipment to be used in open pit and underground mines around the world. It is a company with global reach - operating three factories in north Idaho and factories in Newcastle, England and in Lima, Peru. Ground Force is licensed by Caterpillar Inc. as an OEM Manufacturer and continues to build many of its products based on Caterpillars' chassis. Mr. Nilson has served as a Director of Star Gold since February 2014.

Thomas Power - Director

Mr. Power is President and CEO of Sunshine Minting, Inc. He also is Chairman of the Board of Sunshine Minting International (Shanghai) Co. Ltd which is a joint venture between Sunshine Minting, Inc. and Shanghai JinYuan Culture Development Co. Ltd., for the production of precious metal blanks and products in Shanghai, China.

Mr. Power has over 26 years of experience in the precious metals and minting fields. He began his career in this field with Johnson Matthey Ltd., the Canadian division of Johnson Matthey PLC based in the United Kingdom. During his tenure with Johnson Matthey, Mr. Power held several key management positions in both Operations and Sales. Mr. Power has served as a Director of Star Gold since March 2015.

TERM OF OFFICE

The Company's directors are appointed for a one-year term to hold office until the next annual general meeting of its stockholders or until a replacement is duly elected or until removed from office in accordance with the Company's Bylaws. The Company's officers are appointed by the Board of Directors and hold office until removed by the board.

SIGNIFICANT EMPLOYEES

The Company has no employees.

AUDIT COMMITTEE

Star Gold Corp. is not a listed issuer and as such the Company's Board of Directors is not required to maintain a separately designated standing audit committee. However, the Company has voluntarily chosen to establish an audit-committee that consists of directors Lindsay E. Gorrill and Paul Coombs. Although neither member of the audit committee is independent both have the requisite educational and professional background to be considered as financial experts.

COMPLIANCE WITH SECTION 16(a) OF THE SECURITIES EXCHANGE ACT

Section 16(a) of the Exchange Act requires executive officers and directors, and persons who beneficially own more than 10% of the Company's equity securities (collectively, the "Reporting Persons"), to file reports of ownership and changes in ownership with the SEC. Reporting Persons are required by SEC regulation to furnish the Company with copies of all forms they file pursuant to Section 16(a). Based on the Company's review it believes that all required reports of Reporting Persons were filed for the year ended April 30, 2019.

ITEM 11. EXECUTIVE COMPENSATION.

SUMMARY COMPENSATION TABLE

The following table sets forth total compensation paid to or earned by the Company's named executive officers, as that term is defined in Item 402(a)(2) of Regulation S-X during the fiscal year ended April 30, 2019:

	Non-Employee Director Compensation							
	Equity-Based Compensation				Non-Equity Compensation			
	Stock Awards		Option Awards		Incentive Plan Compensation		Non-Qualified Deferred Compensation	
	Salary	Bonus (a)	Stock Awards	Option Awards	Compensation	Earnings	All other compensation	Total
	<u>(\$)</u>	<u>(\$)</u>	<u>(\$)</u>	<u>(\$)</u>	<u>(\$)</u>	<u>(\$)</u>	<u>(\$)</u>	<u>(\$)</u>
Lindsay Gorrill, Chairman								
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2018		-	-	-	22,731	-	-	22,731
2017		-	-	-	107,976	-	-	107,976
David Segelov, President and director								
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2018		-	-	-	22,731	-	-	22,731
2017		-	-	-	53,988	-	-	53,988
Kelly Stopher, Chief Financial Officer								
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000 ^(a)	\$ 30,000
2018		-	-	-	12,989	-	-	42,989
2017		-	-	-	15,590	-	-	45,590
Ronald Nilson, Director								
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2018		-	-	-	9,742	-	-	9,742
2017		-	-	-	22,495	-	-	22,495
Paul Coombs, Director								
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2019	-	-	-	9,742	-	-	-	9,742
2018	-	-	-	28,494	-	-	-	28,494
2017								
Thomas Power, Director	\$	-	\$	-	\$	-	\$	-
2019	-	-	-	9,742	-	-	-	9,742
2018	-	-	-	22,495	-	-	-	22,495
2017								

- (a) Mr. Stopher provides all services typical of an accounting department for a small company. Mr. Stopher's firm, Palouse Advisory Partners, LLC, is an independent contractor, with business management and consulting interests with other companies that are independent of the consulting agreement he currently has in place with the Company.

OUTSTANDING EQUITY AWARDS AT FISCAL YEAR END

As of April 30, 2019, the Company did not have any outstanding equity awards.

EMPLOYMENT CONTRACTS

None.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

EQUITY COMPENSATION PLANS

The Company has adopted its 2011 Stock Option/Restricted Stock Plan. See Note 10 for a discussion on the 2011 Plan and issuances of options pursuant to the 2011 Plan.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information concerning the number of shares of the Company's common stock owned beneficially as of July 15, 2019 by: (i) each person (including any group) known to it to own more than five percent (5%) of any class of its voting securities, (ii) each of the Company's directors, (iii) each of the Company's named executive officers; and (iv) officers and directors as a group. Unless otherwise indicated, the stockholder listed possesses sole voting and investment power with respect to the shares shown.

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percentage of Common Stock
DIRECTORS AND EXECUTIVE OFFICERS			
Common stock	Lindsay Gorrill Coeur d'Alene, ID (Chairman)	25,550,826	(1) (2) 30.9% (3)
Common stock	David Segelov Bergenfeld, NJ (President and Director)	2,059,648	2.6% (6)
Common stock	Kelly Stopher Spokane, WA (Chief Financial Officer)	1,419,396	1.8% (7)
Common stock	Ronald D. Nilson Post Falls, ID (Director)	3,125,000	4.0% (8)
Common stock	Paul Coombs St. John's, Newfoundland, Canada (Director)	3,576,216	4.6% (9)
Common stock	Thomas Power Hayden, ID (Director)	6,450,000	8.1% (10)
Common stock	All Directors and Officers as a Group	43,050,482	45.9% (11)

(1) Includes 18,286,222 common shares held directly by Chairman of the Board of Directors (Direct ownership) of which 3,441,779 common shares are held by the spouse of the Chairman of the Board of Directors

(2) Gorrill: Shares Beneficially owned divided by (Current common shares outstanding + Warrants owned + Options owned) = 26,420,222 divided by (77,394,841 + 5,984,000 + 2,150,000) = 30.9%

(3) Segelov: Shares Beneficially owned divided by (Current common shares outstanding + Warrants owned + Options owned) = 2,059,648 divided by (77,394,841 + 300,000 + 1,250,000) = 2.6%

(4) Stopher: Shares Beneficially owned divided by (Current common shares outstanding + Warrants owned + Options owned) = 1,419,396 divided by (77,394,841 + 0 + 960,000) = 1.8%

(5) Nilson: Shares Beneficially owned divided by (Current common shares outstanding + Warrants owned + Options owned) = 3,125,000 divided by (77,394,841 + 1,000,000 + 525,000) = 4.0%

(6) Coombs: Shares Beneficially owned divided by (Current common shares outstanding + Warrants owned + Options owned) = 3,576,216 divided by (77,394,841 + 1,050,000 + 625,000) = 4.5%

(7) Power: Shares Beneficially owned divided by (Current common shares outstanding + Warrants owned + Options owned) = 6,450,000 divided by (77,394,841 + 2,000,000 + 525,000) = 8.1%

(8) All officers and directors: Shares Beneficially owned divided by (Current common shares outstanding + Warrants owned + Options owned) = 44,150,500 divided by (76,434,424 + 11,134,000 + 6,035,000) = 47.2%

5% STOCKHOLDERS		Amount and Nature of Beneficial Ownership	Percentage of Common Stock
Common stock	Lindsay Gorrill, Coeur d'Alene, ID	26,420,222	30.9%
Common stock	Thomas Power, Hayden, ID	6,450,000	8.1%
Common stock	Joshua H. Landes, New York, NY	5,991,933	7.5%

Notes: Based on 77,394,841 shares of the Company's common stock issued and outstanding as of July 17, 2019, Under Rule 13d-3, certain shares may be deemed to be beneficially owned by more than one person (if, for example, persons share the power to vote or the power to dispose of the shares). In addition, shares are deemed to be beneficially owned by a person if the person has the right to acquire the shares (for example, upon exercise of an option) within 60 days of the date as of which the information is provided. In computing the percentage ownership of any person, the amount of shares outstanding is deemed to include the amount of shares beneficially owned by such person (and only such person) by reason of these acquisition rights. As a result, the percentage of outstanding shares of any person as shown in this table does not necessarily reflect the person's actual ownership or voting power with respect to the number of shares of common stock actually outstanding on April 30, 2019.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

Except as described elsewhere in this report on Form 10-K, none of the following parties has, since the Company's date of incorporation, had any material interest, direct or indirect, in any transaction with us or in any presently proposed transaction that has or will materially affect us:

- i. Any of the Company's directors or officers;
- ii. Any person proposed as a nominee for election as a director;
- iii. Any person who beneficially owns, directly or indirectly, shares carrying more than 10% of the voting rights attached to the Company's outstanding shares of common stock;
- iv. Any of the Company's promoters; and
- v. Any relative or spouse of any of the foregoing persons who has the same house as such person.

Director Independence

Quotations for the Company's common stock are entered via the OTC Markets inter-dealer quotation system, which does not have director independence requirements. For purposes of determining director independence, we have applied the definitions set out in NASDAQ Rule 4200(a)(15). Under NASDAQ Rule 4200(a)(15), a director is not considered to be independent if he or she is also an executive officer or employee of the corporation.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.

Audit Fees

The aggregate fees billed for the two most recently completed fiscal years ended April 30, 2019 and 2018, for professional services rendered by the principal accountant for the audit of the Company's annual financial statements and review of the financial statements included the Company's Quarterly Reports on Form 10-Q and services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements for these fiscal periods were as follows:

	For the years ended April 30,	
	2019	2019
Audit fees	\$ 24,000	\$ 23,605
Tax fees	2,255	2,203
All other fees	-	-
Total audit fees	\$ 26,255	\$ 25,808

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

Exhibit Number	Description of Exhibits
<u>3.1</u>	<u>Articles of Incorporation.</u> ⁽¹⁾
<u>3.2</u>	<u>Bylaws, as amended.</u> ⁽¹⁾
<u>4.1</u>	<u>Form of Share Certificate.</u> ⁽¹⁾
<u>10.1</u>	<u>Purchase Agreement dated June 22, 2004 between Guy R. Delorme and Star Gold Corp.</u> ⁽¹⁾
<u>10.2</u>	<u>Declaration of Trust executed by Guy R. Delorme.</u> ⁽¹⁾
<u>10.3</u>	<u>Property Option Agreement dated January 15, 2010 between Minquest, Inc., and Star Gold Corp.</u>
<u>10.4</u>	<u>Amendment to Longstreet Property Option Agreement dated December 10, 2014 between Minquest, Inc. and Star Gold Corp.</u>
<u>10.5</u>	<u>Amendment to Longstreet Property Option Agreement dated January 5, 2016 between Minquest, Inc. and Star Gold Corp.</u>
<u>10.6</u>	<u>Option and Lease of Water Rights Agreement dated January 19, 2017 between Stone Cabin Company, LLC and Star Gold Corp.</u>
<u>10.7</u>	<u>Option and Lease of Water Rights Agreement dated August 21, 2017 between High Test Hay, LLC and Star Gold Corp.</u>
<u>10.8</u>	<u>Amendment to Longstreet Property Option Agreement dated December 4, 2018 between Great Basin Resources, Inc. and Star Gold Corp.</u> ⁽³⁾
<u>99.1</u>	<u>Shareholder Letter January 23, 2017</u> ⁽⁴⁾
<u>99.2</u>	<u>Shareholder Letter March 28, 2018</u> ⁽⁵⁾
<u>99.3</u>	<u>Shareholder Letter January 2019</u>
<u>14.1</u>	<u>Code of Ethics.</u> ⁽²⁾
<u>31.1</u>	<u>Certification of Principal Executive Officer as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
<u>31.2</u>	<u>Certification of Principal Financial Officer as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
<u>32.1</u>	<u>Certification of Principal Executive Officer as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
<u>32.2</u>	<u>Certification of Principal Financial Officer as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101.INS(2)	XBRL Instance
101.SCH*	XBRL Taxonomy Extension Schema
101.CAL*	XBRL Taxonomy Extension Calculation
101.DEF*	XBRL Taxonomy Extension Definition
101.LAB*	XBRL Taxonomy Extension Labels
101.PRE*	XBRL Taxonomy Extension Presentation

- (1) Filed with the SEC as an exhibit to the Company's Registration Statement on Form SB-2 originally filed on June 14, 2007, as amended.
- (2) Filed with the SEC, on February 02, 2012, as an exhibit to Form 8-K.
- (3) Filed with the SEC, on December 6, 2018, as an exhibit to Form 8-K.
- (4) Filed with the SEC, on January 1, 2017, as an exhibit to Form 8-K.
- (5) Filed with the SEC, on March 21, 2018, as an exhibit to Form 8-K.
- (*) XBRL Information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended and otherwise is not subject to liability under these sections.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

STAR GOLD CORP.

Date: July 17, 2019

/s/ DAVID SEGELOV

By: David Segelov
President and Director
(Principal Executive Officer)

Date: July 17, 2019

/s/ KELLY J. STOPHER

By: Kelly J. Stopher
Chief Financial Officer and Corporate Secretary/Treasurer
(Principal Financial Officer)

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Date: July 17, 2019

By: /s/ DAVID SEGELOV

President and Director
(Principal Executive Officer)

Date: July 17, 2019

/s/ KELLY J. STOPHER

By: Kelly J. Stopher
Chief Financial Officer and Corporate Secretary/Treasurer
(Principal Financial Officer)

PROPERTY OPTION AGREEMENT

THIS AGREEMENT made and entered into as of the 15 day of January 2010

BETWEEN: MinQuest Inc., a company having a mailing address at 4235 Christy Way, Reno, Nevada, 89519, U.S.A.
(herein called the "Optionor")

OF THE FIRST PART

AND: Star Gold Corporation , a company having an office at 6240 East Seltice Way, Suite C, Post Falls, Idaho, 83854, USA
(herein called the "Optionee")

OF THE SECOND PART

WHEREAS the Optionor has represented that it is the sole recorded and beneficial owner in and to the property called the Longstreet Project (the "Property") described in Schedule "A" attached hereto;

AND WHEREAS the Optionor, subject to the Net Smelter Royalty reserved to the Optionor, now wishes to grant to the Optionee the exclusive right and option to acquire an undivided 100% right, title and interest in and to the Property on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants herein set forth and the sum of One Dollar (\$1.00) of lawful money of U.S. currency now paid by the Optionee to the Optionor (the receipt whereof is hereby acknowledged), the Parties hereby mutually covenant and agree as follows:

1. Definitions

The following words, phrases and expressions shall have the following meanings:

- (a) "After Acquired Properties" means any and all mineral interests staked, located, granted or acquired by or on behalf of either of the parties hereto during the currency of this Agreement which are located, in the whole or in part, within one (1) mile of the existing perimeter of the Property;
- (b) "Exchange" means any stock Exchange;

- (c) "Expenditures" includes all direct or indirect expenses [net of government incentives and not including payments to the Optionor pursuant to section 4, paragraphs (a), (b)(ii), (c)(ii), (d)(ii), (e)(ii), (f)(ii), (g)(ii), (h)(ii), (i)(ii), (j)(ii), and (k)(ii) hereof] of or incidental to Mining Operations. The certificate of the Controller or other financial officer of the Optionee, together with a statement of Expenditures in reasonable detail shall be prima facie evidence of such Expenditures; the parties hereto agree that Property payments and Property expenditures are separate payments as outlined in paragraph 4;
- (d) "Facilities" means all mines and plants, including without limitation, all pits, shafts, adits, haulageways, raises and other underground workings, and all buildings, plants, facilities and other structures, fixtures and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on the Property and relating to the operator of the Property as a mine or outside the Property if for the exclusive benefit of the Property only;
- (e) "Force Majeure" means an event beyond the reasonable control of the Optionee that prevents or delays it from conducting the activities contemplated by this Agreement other than the making of payments referred to in Section 4 herein. Such events shall include but not be limited to acts of God, war, insurrection, action of governmental agencies reflecting a clear and marked instability in government procedures unacceptable to both Option or and Optionee;
- (f) "Mineral Products" means the commercial end products derived from operating the Property as a mine:
- (g) "Mining Operations" includes:
 - (i) every kind of work done on or with respect to the Property by or under the direction of the Optionee during the Option Period or pursuant to an approved Work Program; and
 - (ii) without limiting the generality of the foregoing, including all work capable of receiving assessment credits pursuant to the Mines and Minerals act of Nevada and the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, designing, examining equipping, improving, surveying, shaft sinking, raising, cross-cutting and drifting, searching for, digging, trucking, sampling, working and procuring minerals, ores and metals, in surveying and bringing any mineral claims to lease or patent, in doing all other work usually considered to be prospecting, exploration, development, a feasibility study, mining work, milling concentration, beneficiation or ores and concentrates, as well as the separation and extraction of Mineral Products and all reclamation, restoration and permitting activities;

- (h) "Net Smelter Royalty" means that Net Smelter Royalty as defined in Schedule "B" attached hereto ("NSR");
- (i) "Option" means the option granted by the Optionor to the Optionee to acquire, subject to the NSR reserved to the Optionor, an undivided 100% right, title and interest in and to the Property as more particularly set forth in Section 4;
- (j) "Option Period" means the period from the date hereof to the date at which the Optionee has performed its obligations to acquire its 100% interest in the Property as set out in Section 4 hereof, which ever shall be the lesser period;
- (k) "Property" means the mineral claims described in Schedule "A" and any future claims included through item (a) above;
- (l) "Filing Fees" means all fees, payments and expenses necessary to keep the mineral claims in good standing with federal, state and local government entities;
- (m) "Work Program" means a program of work reasonably acceptable to both parties in respect of a particular Property, contained in a written document setting out in reasonable detail;
 - (i) An outline of the Mining Operations proposed to be undertaken and conducted on the Property, specifically stating the period of time during which the work contemplated by the proposed program is to be done and performed;
 - (ii) The estimated cost of such Mining Operations including a proposed budget providing for estimated monthly cash requirements in advance and giving reasonable details; and
 - (iii) The identity and credentials of the person or persons undertaking the Mining Operations so proposed if not the Optionor, reasonably acceptable to both parties hereto.

2. Headings

Any heading, caption or index hereto shall not be used in any way in construing or interpreting any provision hereof.

3. Singular, Plural

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

4. Option

The Optionor hereby grants to the Optionee the sole and exclusive right to lease ("Option") the Property under the terms as follows:

- (a) At signing, the Optionee paying the sum of \$20,000 USD to the Optionor by way of cash, issue 25,000 shares of stock, 25000 stock options based on "Fair Market Price" and reimburse all holding costs and expenses of location of mining claims, such expenses to be identified in Schedule "C";
- (b) On or before the First Anniversary
 - (i) The Optionee incurring Expenditures of \$200,000 USD on the property;
 - (ii) The Optionee paying \$20,000 USD and issuing 25,000 shares of stock and 25000 stock options based on "Fair Market Price" to the Optionor;
- (c) On or before Second Anniversary
 - (i) The Optionee incurring Expenditures of \$250,000 USD on the Property in addition to the expenditures referred to in clause (b)(i);
 - (ii) The Optionee paying \$20,000 U.S and issuing 25,000 shares of stock and 25000 stock options based on "Fair Market Price" to the Optionor;
- (d) On or before Third Anniversary
 - (i) The Optionee incurring Expenditures of \$350,000 USD on the Property in addition to the expenditures referred to in clauses (b)(i) and (c)(i) hereof; and
 - (ii) The Optionee paying \$30,000 USD and issuing 25,000 shares of stock and 25000 stock options based on "Fair Market Price" to the Optionor;

(e) On or before Fourth Anniversary

- (i) The Optionee incurring Expenditures of \$450,000 USD on the Property in addition to the expenditures referred to in clauses (b)(i), (c)(i) and (d)(i) hereof; and
- (ii) The Optionee paying \$30,000 USD and issuing 25,000 shares of stock and 25000 stock options based on “Fair Market Price” to the Optionor;

(f) On or before the Fifth Anniversary

- (i) The Optionee incurring Expenditures of \$550,000 USD on the Property in addition to the expenditures referred to in clauses (b)(i), (c)(i), (d)(i) and (e)(i) hereof;
- (ii) The Optionee paying \$50,000 USD to the Optionor and issuing 25,000 shares of stock and 25000 stock options based on “Fair Market Price”;

(g) On or before the Sixth Anniversary

- (i) The Optionee incurring Expenditures of \$750,000 USD on the Property in addition to the expenditures referred to in clauses (b)(i), (c)(i), (d)(i) and (e)(i) and (f)(i) hereof
- (ii) The Optionee paying \$50,000 USD to the Optionor and issuing 25,000 shares of stock and 25000 stock options based on “Fair Market Price” to the Optionor;

(h) On or before the Seventh Anniversary

- (i) The Optionee incurring Expenditures of \$1,000,000 USD on the Property in addition to the expenditures referred to in clauses (b)(i), (c)(i), (d)(i), (e)(i), (f)(i) and (g)(i) hereof;
- (ii) The Optionee paying \$50,000 USD to the Optionor; and issuing 25,000 shares of stock and 25000 stock options based on “Fair Market Price” to the Optionor. Following which the Optionee shall receive from Optionor a quitclaim for 100% interest in and to the property with the exception of a retained 3% NSR to the Optionor as defined in Schedule B.

- (i) The Optionor and Optionee understand and confirm that all Expenditures incurred in a particular period, including any excess in the amount of Expenditures required to be incurred to maintain the Option during such period, shall be carried over and included in the aggregate amount of Expenditures for the subsequent period, but not to exceed more than three (3) consecutive years.

- (j) Notwithstanding paragraphs (b)(i), (c)(i), (d)(i), (e)(i), (f)(i), (g)(i), (h)(i), if the Optionee has not incurred the requisite Expenditures to maintain its option in good standing prior to the anniversary of any given year, the Optionee may pay to the Optionor within 60 days following the expiry of such period, the amount of the deficiency and such amount shall thereupon be deemed to have been Expenditures incurred by the Optionee during such period.
- (k) The doing of any act or the incurrence of any cash payments by the Optionee shall not obligate the Optionee to do any further acts or make any further payments with the exception of fees and expenses to keep said property in good standing as per paragraph 8b.

6. Mining Operations during Option

During the Option Period, the Optionor may provide its mineral exploration expertise on the Property, on a consultation basis for and on behalf of the Optionee, at the election of the Optionee. However, the Optionee has the exclusive right to determine what Expenditures and Mining Operations it will perform, when they will be performed, and by whom. If the Optionee elects to use the mineral expertise and consulting services of the Optionor, then the Optionor shall invoice for time for consulting services and related travel expenses from time to time and the prompt payment of such invoices when due shall constitute a portion of Expenditures by the Optionee as contemplated under Section 4 hereof.

During the currency of this Agreement, the Optionee, its servants, agents and workmen and any persons duly authorized by the Optionee, shall have the right of access to and from and to enter upon and take possession of and prospect, explore and develop the Property in such manner as the Optionee in its sole discretion may deem advisable and shall have the right to remove and ship therefrom ores, minerals, metals, or other products recovered in any manner therefrom.

7. Assignment

During the Option Term, both parties shall have the right to sell, transfer, or assign its interest in this Agreement or its right or interest in the Property. It will be a condition of any assignment under this Agreement that such assignee shall agree in writing to be bound by the terms of this Agreement applicable to the assignor.

8. Termination

This Agreement shall forthwith terminate in circumstances where:

- (a) The Optionee shall fail to comply with any of its obligations hereunder, subject to Force Majeure, and within 30 days of receipt by the Optionee of written notice from the Optionor of such default, the Optionee has not:
 - (i) cured such default, or commenced proceedings to cure such default and prosecuted same to completion without undue delay; or
 - (ii) given the Optionor notice that it denies that such default has occurred.

In the event that the Optionee gives notice that it denies that a default has occurred, the Optionee shall not be deemed to be in default until the matter shall have been determined finally through such means of dispute resolution as such matter has been subjected to by either party so long as the Optionee continues to maintain the property in good standing with all government entities; or

- (b) The Optionee gives notice of termination to the Optionor, which it shall be at liberty to do at any time after the execution of this Agreement. If and when the Optionee elects to terminate this Agreement, or terminate one of the projects comprising the Property, at such time the Property or the specific project will be returned to the Optionor and all claim fees, payments and expenses will be paid in order to maintain the property in good standing for one year after termination.

Upon the termination of this Agreement under this Section 8, the Optionee shall cease to be liable to the Optionor in debt, damages, or otherwise, other than to pay the claim fees as described in paragraph (b) of this Section 8 and all liabilities referred to in Section 11.

Upon termination of this Agreement under this Section 8, the Optionee shall return the Property, including all property within the designated boundary of the area of interest, to the Optionor. The Optionee shall vacate the Property within a reasonable time after such termination and relinquishment, but shall have the right of access to the Property for a period of six months thereafter for the purpose of removing its chattels, machinery, equipment and fixtures.

9. Representations and Covenants of the Optionor

The Optionor represents and covenants to and with the Optionee as follows:

- (a) The Optionor is a company duly organized validly existing and in good standing under the laws of Nevada;
- (b) The Optionor has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

- (c) Neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
- (d) The execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;
- (e) The Agreement constitutes a legal, valid and binding obligation of the Optionor;
- (f) The Property is accurately described in Schedule "A", is in good standing under the laws of the jurisdiction in which it is located and is free and clear of all liens, charges and encumbrances;
- (g) The Optionor is the sole recorded and beneficial owner of the Property and has the exclusive right to enter into this Agreement and all necessary authority to transfer its interest in the Property in accordance with the terms of this Agreement;
- (h) No Person, firm or corporation has any proprietary or possessorty interest in the Property other than the Optionor, and no person, firm or corporation is entitled to any royalty or other payment in the nature of rent or royalty on any minerals, ores, metals or concentrates or any other such products removed from the Property other than the government of the state of Nevada pursuant to statute; notwithstanding any Federal, State or County royalties or net proceeds tax derived from mining operations.
- (i) Upon request by the Optionee, and at the sole cost of the Optionee, the Optionor shall deliver or cause to be delivered to the Optionee copies of all available maps and other documents and data in its possession respecting the Property. Nothing will be withheld, hidden, or kept from the Optionee; and
- (j) Subject to performance by the Optionee of its obligations under Section 4, during the Option Period, the Optionee will keep the Property in good standing, free and clear of all liens, charges and encumbrances, will carry out all Mining Operations on the Property in a miner-like fashion if the Optionee elects to use the mining expertise and consulting services of the Optionor, will obtain all necessary licenses and permits as shall be necessary and will file all applicable work up to the legal limits as assessment work under the Mines and Mineral Act (Nevada)

10. Representations and Covenants of the Optionee

The Optionee represents and covenants to and with the Optionor that:

- (a) The Optionee is a company duly organized validly existing and in good standing under the laws of Nevada;
- (b) The Optionee has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (c) Neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
- (d) The execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents; and
- (e) This Agreement constitutes a legal, valid and binding obligation of the Optionee.

11. Indemnity and Survival of Representation

The representation herein before set out are conditions on which the parties have relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by the Optionee and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, option, covenant, agreement or condition made by them and contained in this Agreement.

The Optionor agrees to indemnify and save harmless the Optionee from any liability to which it may be subject arising from any Mining Operations carried out by the Optionor or at its direction on the Property. The Optionee agrees to indemnify and save harmless the Optionor from any liability to which it may be subject arising from any Mining Operations carried out by the Optionee or at its direction on the Property.

The Optionor agrees to indemnify and save harmless the Optionee from any liability arising from any and every kind of work done on or with respect to the Property prior to the signing of this Agreement (the "Prior Operations"). Without limiting the generality of the foregoing, Prior Operations includes all work capable of receiving assessment credits pursuant to The Mines and Minerals Act of Nevada and the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, designing, examining equipping, improving, surveying, shaft sinking, raising, cross-cutting and drifting, searching for, digging, trucking, sampling, working and procuring minerals, ores and metals, in surveying and bringing any mineral claims to lease or patent, in doing all other work usually considered to be prospecting, exploration, development, a feasibility study, mining work, milling, concentration, beneficiation of ores and concentrates, as well as the separation and extraction of Mineral Products and all reclamation, restoration and permitting activities.

12. Confidentiality

The parties hereto agree to hold in confidence all information obtained in confidence in respect of the Property or otherwise in connection with this Agreement other than in circumstances where a party has an obligation to disclose such information in accordance with applicable securities legislation, in which case such disclosure shall only be made after consultation with the other party.

13. Notice

All notices, consents, demands and requests (in this Section 13 called the "Communication") required or permitted to be given under this Agreement shall be in writing and may be delivered personally sent by telegram, by fax or other electronic means or may be forwarded by first class prepaid registered mail to the parties at their addresses first above written. Any Communication delivered personally or sent by fax or other electronic means including email shall be deemed to have been given and received on the second business day next following the date of sending. Any Communication mailed as aforesaid shall be deemed to have been given and received on the fifth business day following the date it is posted, addressed to the parties at their addresses first above written or to such other address or addresses as either party may from time to time specify by notice to the other; provided, however, that if there shall be a mail strike, slowdown or other labor dispute which might effect delivery of the Communication by mail, then the Communication shall be effective only if actually delivered. For purposes of this agreement and as a definition of address the Optionor's email shall be defined as rrkern@charter.net and the Optionor's fax number is 775-746-0938. The Optionee's email shall be defined as admin.stargold@gmail.com and the Optionee's fax number is _____. Notice will be provided to each party should their respective email address change.

14. Further Assurances

Each of the parties to this Agreement shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement

15. Entire Agreement

The parties hereto acknowledge that they have expressed herein the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, shall be read into this Agreement relating to or concerning any matter or operation provided for herein

16. Proper Law and Arbitration

This Agreement will be governed by and construed in accordance with the laws of the State of Nevada and the laws of the United States of America. The parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Nevada. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by a sole arbitrator by arbitration under the rules of The Arbitration Act of Nevada.

17. Enurement

This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

18. After Acquired Properties

- (i) The parties covenant and agree, each with the other, that any and all After Acquired Properties shall be subject to the terms and conditions of this Agreement and shall be added to and deemed, for the purposes hereof, to be included in the Property. Any costs incurred by the Optionor in staking, locating, recording or otherwise acquiring any "After Acquired Properties" will be deemed to be Mining Operations for which the Optionor will be entitled to reimbursements as part of the Expenditures payable by the Optionee hereunder.
- (ii) Any additional claims agreed by the Optionee to be staked by the Optionor within one (1) mile from the existing perimeter of the Property boundaries shall form party of this Agreement. The Optionee will reimburse the Optionor for the costs of staking the additional claims, unless the Optionee does not elect to have the additional claims subject to this Agreement.

19. Default

Notwithstanding anything in this Agreement to the contrary if any party (a "Defaulting Party") is in default of any requirement herein set forth the party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Agreement, unless thirty (30) days after the giving of notice of default by the affected party the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, termination of this Agreement.

20. Payment

All references to monies herein shall be in US funds unless otherwise specified. The Optionee shall make payments for the Expenditures incurred by the Optionor no later than 30 days after the receipt of invoices delivered by the Optionee to do any acts or make any payments hereunder, and any act or payment or payments as shall be made hereunder shall not be construed as obligating the Optionee to do any further act or make any further payment or payments.

21. Supersedes Previous Agreements

This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement effective as of the ____ day of January, 2010

MinQuest Inc.



Per:

Richard Kern, President

Star Gold Corporation.



Per

Lindsay Gorrill, President

SCHEDULE "A"

Sections 9, 10, 15 and 16, T6N, R47E, MDB&M, Nye County, Nevada

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Longstreet 1A	MinQuest Inc.	799562
Longstreet 2A	MinQuest Inc.	799563
Longstreet 3A	MinQuest Inc.	799564
Longstreet 6A	MinQuest Inc.	799565
Longstreet 7A	MinQuest Inc.	799566
Longstreet 8A	MinQuest Inc.	799567
Longstreet 9A	MinQuest Inc.	799568
Longstreet 16A	MinQuest Inc.	799569
Longstreet 13	MinQuest Inc.	799570
Longstreet 32	MinQuest Inc.	799571
Longstreet 34	MinQuest Inc.	799572
Longstreet 4A	MinQuest Inc.	836168
Longstreet 5A	MinQuest Inc.	836169
Longstreet 8	MinQuest Inc.	836170
Longstreet 10	MinQuest Inc.	836171
Longstreet 10A	MinQuest Inc.	836172
Longstreet 28	MinQuest Inc.	836173
Longstreet 30	MinQuest Inc.	836174
Longstreet 36	MinQuest Inc.	836175
Longstreet 37	MinQuest Inc.	836176
Longstreet 39	MinQuest Inc.	836177
Longstreet 41	MinQuest Inc.	836178
Longstreet 43	MinQuest Inc.	836179
Longstreet 45	MinQuest Inc.	836180
Longstreet 47	MinQuest Inc.	836181
Longstreet 49	MinQuest Inc.	836182
Longstreet 101	MinQuest Inc.	836183
Longstreet 102	MinQuest Inc.	836184
Longstreet 103	MinQuest Inc.	836185
Longstreet 104	MinQuest Inc.	836186
Longstreet 105	MinQuest Inc.	836187
Longstreet 106	MinQuest Inc.	836188
Longstreet 107	MinQuest Inc.	836189
Longstreet 108	MinQuest Inc.	836190
Longstreet 12	MinQuest Inc.	843867
Longstreet 14	MinQuest Inc.	843868
Longstreet 16	MinQuest Inc.	843869
Longstreet 18	MinQuest Inc.	843870
Longstreet 20	MinQuest Inc.	843871
Longstreet 26	MinQuest Inc.	843872

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Longstreet 42	MinQuest Inc.	843873
Longstreet 44	MinQuest Inc.	843874
Longstreet 46	MinQuest Inc.	843875
Longstreet 48	MinQuest Inc.	843876
Longstreet 50	MinQuest Inc.	843877
Longstreet 40	MinQuest Inc.	851568
Longstreet 109	MinQuest Inc.	855021
Longstreet 110	MinQuest Inc.	855022
Longstreet 111	MinQuest Inc.	855023
Longstreet 112	MinQuest Inc.	855024
Longstreet 113	MinQuest Inc.	855025
Longstreet 114	MinQuest Inc.	855026
Longstreet 115	MinQuest Inc.	855027
Longstreet 118	MinQuest Inc.	851569
Longstreet 119	MinQuest Inc.	851570
Longstreet 120	MinQuest Inc.	851571
Longstreet 121	MinQuest Inc.	851572
Longstreet 122	MinQuest Inc.	851573
Longstreet 123	MinQuest Inc.	851574
Longstreet 124	MinQuest Inc.	851575

SCHEDULE “B”

“Net Smelter Return” shall mean the aggregate proceeds received by the Optionee from time to time from any smelter or other purchaser from the sale of any ores, concentrates, metals or any other material of commercial value produced by and from the Property after deducting from such proceeds the following charges only to the extent that they are not deducted by the smelter or other purchaser in computing the proceeds:

- (a) The cost of transportation of the ores, concentrates or metals from the Property to such smelter or other purchaser, including related insurance;
- (b) Smelting and refining charges including penalties; and

The Optionee shall reserve and pay to the Optionor a NSR equal to three (3%) percent of Net Smelter Return.

Payment of NSR payable to the Optionor hereunder shall be made quarterly within thirty (30) days after the end of each calendar quarter during which the Optionee receives Net Smelter Returns in USD dollars or in kind bullion at the discretion of the Optionor. Within (60) days after the end of each calendar quarter for which the NSR for such year shall be audited by the Optionee and any adjustments in the payments of NSR to the Optionor shall be made forthwith after completion of the audit. All payments of NSR to the Optionor for a calendar year shall be deemed final and in full satisfaction of all obligations of the Optionee in respect thereof if such payments or the calculations thereof are not disputed by the Optionor of the same audited statement. The Optionee shall maintain accurate records relevant to the determination of the NSR and the Optionor or its authorized agent, shall be permitted the right to examine such records at all reasonable times.

SCHEDULE “C”

BLM claim filing fees 2009 (60 x \$140)	\$	8,400.00
County claim filing fees 2009 (60 x \$10.50 + \$4.00)	\$	634.00
Total	\$	9,034.00

**AMENDMENT
TO
LONGSTREET PROPERTY OPTION AGREEMENT**

This Property Option Agreement Amendment (the “Amendment”) is executed this 10th day of December, 2014 by and between MinQuest, Inc., a Nevada corporation (“MinQuest”) and Star Gold Corp., a Nevada corporation (“Star Gold”) (each a “Party” and together the “Parties”).

RECITALS

- A. MinQuest and Star Gold entered into a Property Option Agreement (the “Option Agreement”), dated January 15, 2010, for the property referred to in the Option Agreement as the “Longstreet Property” (the “Property”);
- B. Section 4 of the Option Agreement requires Star Gold to incur certain levels of Expenditures on the Property, make certain cash payments to MinQuest and issue to MinQuest certain numbers of options to purchase Star Gold common stock (the “Options”), according to the schedules set forth therein;
- C. The Parties now desire to amend the Option Agreement to adjust the timing and amounts of the required Expenditures, cash payments and option grants required by Section 4 of the Option Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties set forth in this Amendment, the Parties hereby covenant, agree, represent and warrant as follows.

AGREEMENT

1. DEFINITIONS.

All capitalized terms not defined in this Amendment shall have the meaning ascribed to those terms in the Purchase Agreement.

2. AMENDMENTS.

Section 4 of the Option Agreement shall be amended to provide for the following schedule for Star Gold to incur the listed Expenditures, make the listed cash payments and grant the listed Options to MinQuest:

- (a) Between January 16, 2014 and January 16, 2015 Star Gold shall:
 - (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 15, 2014) of five hundred fifty thousand and no/100 dollars (\$550,000.00); and

- (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 15, 2014) totaling fifty six thousand and no/100 dollars (\$56,000.00); and
 - (iii) grant MinQuest twenty five thousand (25,000) Options (independent of any Options previously granted) with an exercise price equal to the five (5) day VWAP of Star Gold's common stock ending on the day the Options are granted (hereafter the "Fair Market Price").
 - (b) Between January 17, 2015 and January 16, 2016 Star Gold shall:
 - (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2015) of one hundred thousand and no/100 dollars (\$100,000.00); and
 - (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2015) totaling fifty six thousand and no/100 dollars (\$56,000.00); and
 - (iii) grant MinQuest twenty five thousand (25,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.
 - (c) Between January 17, 2016 and January 16, 2017 Star Gold shall:
 - (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2016) of one hundred fifty thousand and no/100 dollars (\$150,000.00); and
 - (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2016) totaling fifty six thousand and no/100 dollars (\$56,000.00); and
 - (iii) grant MinQuest twenty five thousand (25,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.
 - (d) Between January 17, 2017 and January 16, 2018 Star Gold shall:
 - (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2017) of three hundred thousand and no/100 dollars (\$300,000.00); and
 - (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2017) totaling forty thousand and no/100 dollars (\$40,000.00); and
 - (iii) grant MinQuest forty thousand (40,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.
 - (e) Between January 17, 2018 and January 16, 2019 Star Gold shall:
 - (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2018) of five hundred thousand and no/100 dollars (\$500,000.00); and
-

- (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2018) totaling forty five thousand and no/100 dollars (\$45,000.00); and
- (iii) grant MinQuest forty five thousand (45,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.

(f) Between January 17, 2019 and January 16, 2020 Star Gold shall:

- (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2019) of seven hundred thousand and no/100 dollars (\$700,000.00); and
- (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2019) totaling fifty thousand and no/100 dollars (\$50,000.00); and
- (iii) grant MinQuest fifty thousand (50,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.

3. MISCELLANEOUS.

3.1 No Third Parties Benefited. This Amendment is between and for the sole benefit of Star Gold and MinQuest and their successors and assigns, and creates no rights whatsoever in favor of any other person or entity and no other person or entity will have any rights to rely hereon.

3.2 Notices. All notices or other written communications hereunder will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) one Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Star Gold:	Attn: Kelly J. Stopher 611 E. Sherman Avenue Coeur d' Alene, ID 83814 Phone: (208) 664-5066 Fax: (208) 765-8520
With a copy to:	Parsons/Burnett/Bjordahl/Hume, LLP Attn: Robert J. Burnett 505 W. Riverside Avenue, Suite 500 Spokane, Washington 99201 Phone: (509) 252-5066 Fax: (509) 252-5067
If to MinQuest:	Attn: Richard Kern MinQuest Inc 4235 Christy Way, Reno 89519 Phone: (775) 746-4471 Fax: (775) 746-0938
With a copy to:	_____ _____ Phone: () _____ Fax: () _____

3.3 Additional Documents. Each Party shall execute such additional documents as may reasonably be requested by the other Party to effectuate the provisions of this Amendment.

3.4 Assignment. No Party may assign its rights or obligations under this Amendment without the prior written consent of the other Party. Any purported assignment without the other Party's prior written consent will be void ab initio.

3.5 Authorization; Binding Effect. Each Party represents to the other that its execution of this Amendment has been authorized by all necessary corporate action and that this Amendment constitutes a binding obligation of such Party. Each individual who executes this Amendment on behalf of a Party represents to all Parties that he or she is authorized to do so. This Amendment will bind each Party's successors and permitted assigns.

3.6 Attorneys' Fees. If a Party is in default under this Amendment the other Party will have the right, at the expense of the defaulting Party, to retain an attorney to make demand, enforce remedies, or otherwise protect or enforce the rights of the non-defaulting Party. A Party in default shall pay all attorneys' fees and costs so incurred.

3.7 Consents and Approvals. Unless specifically stated to the contrary in this Amendment (i.e., by stating that a Party's consent or approval may be granted or withheld in its sole discretion), whenever any provision of this Amendment requires a Party to provide its consent or approval, such Party will not unreasonably condition, withhold or delay such consent or approval, provided that the Party seeking the consent is not in default under the Agreement.

3.8 Consent Required to Amend or Waive. No amendment or modification of any provision of this Amendment will be effective unless made in writing and signed by each of the Parties.

3.9 Counterparts. This Amendment may be executed in counterparts each of which will be deemed an original, and such counterparts when taken together shall constitute but one agreement.

3.10 Entire Agreement. This Amendment sets forth the entire understanding of the Parties with respect to the subject matter of this Amendment and supersedes all prior agreements and understandings between the Parties regarding the subject matter of this Amendment. No other amendments to the Option Agreement are contemplated or intended by this Amendment except such other amendments as may be required to carry out the specific terms and intent of this Amendment.

3.11 Governing Law; Consent to Jurisdiction. This Amendment and its interpretation and enforcement are governed by the laws of the state of Nevada. Each Party agrees that venue for any dispute arising out of or in connection with this Amendment will be in Mineral County, Nevada and each Party waives any objections it may now or hereafter have regarding such venue.

3.12 No Waiver. No waiver by any Party of any right or default under this Amendment will be effective unless in writing and signed by the waiving Party. No such waiver will be deemed to extend to any prior or subsequent right or default or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

3.13 Relationship of the Parties. The relationship of the Parties is strictly one of Optionor and Optionee. This Amendment is neither intended to, nor will it be construed as, an agreement to create a joint venture, partnership, or other form of business association between the Parties.

3.14 Severability. If for any reason any provision of this Amendment is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Amendment will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

3.15 Terminology. Unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or the plural will include the plural and the masculine gender will include the feminine and neuter genders; (ii) the term “or” is not exclusive; (iii) the term “including” (or any form thereof) will not be limiting or exclusive; (iv) the words “Amendment,” “herein,” “hereof,” “hereunder,” or other words of similar import refer to this Amendment as a whole, including exhibits and schedules (if any), as the same may be modified, amended or supplanted. The headings in this Amendment have no independent meaning.

3.16 Disclaimer—Preparation of Amendment. This Amendment was originally prepared by counsel for Star Gold. The Parties agree, however, that this fact shall not create any presumption in favor or against any Party in respect of the interpretation or enforcement of this Amendment. Each other Party is advised to have this Amendment reviewed by independent legal and tax counsel prior to its execution. By executing this Amendment each such Party represents (i) that it has read and understands this Amendment, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Amendment and (iii) that it has obtained such independent advice or has freely elected not to do so.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

STAR GOLD CORP.

MINQUEST, INC.



BY: _____
David Segelov, President and CEO



BY: _____
Richard Kern, President

**AMENDMENT
TO
LONGSTREET PROPERTY OPTION AGREEMENT**

This Property Option Agreement Amendment (the “2016 Amendment”) is executed this 5th day of January, 2016 by and between MinQuest, Inc., a Nevada corporation (“MinQuest”) and Star Gold Corp., a Nevada corporation (“Star Gold”) (each a “Party” and together the “Parties”).

RECITALS

- A. MinQuest and Star Gold entered into a Property Option Agreement (the “Option Agreement”), dated January 15, 2010, for the property referred to in the Option Agreement as the “Longstreet Property” (the “Property”);
- B. Minquest and Star Gold subsequently entered into an Amendment to Longstreet Property Option Agreement (the “2014 Amendment”), dated December 10, 2014;
- C. Section 4 of the Option Agreement requires Star Gold to incur certain levels of Expenditures on the Property, make certain cash payments to MinQuest and issue to MinQuest certain numbers of options to purchase Star Gold common stock (the “Options”), according to the schedules set forth therein;
- D. Section 2 of the 2014 Amendment adjusts the timing and amounts of the required Expenditures, cash payments and option grants in the original Option Agreement;
- E. The Parties now desire to further revise portions of the 2014 Amendment to adjust the timing and amounts of the required Expenditures, cash payments and option grants required by Section 2 of the Option Agreement,

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties set forth in this 2015 Amendment, the Parties hereby covenant, agree, represent and warrant as follows.

AGREEMENT

1. DEFINITIONS.

All capitalized terms not defined in this 2016 Amendment shall have the meaning ascribed to those terms in the Purchase Agreement.

2. AMENDMENTS.

Section 4 of the Option Agreement shall be amended to provide for the following schedule for Star Gold to incur the listed Expenditures, make the listed cash payments and grant the listed Options to MinQuest:

(a) Between January 17, 2015 and January 16, 2016 Star Gold shall:

- (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2015) of one hundred thousand and no/100 dollars (\$100,000.00); and
- (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2015) totaling twenty thousand and no/100 dollars (\$20,000.00). Payment shall be made no later than January 16, 2016; and
- (iii) grant MinQuest twenty five thousand (25,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.

(b) Between January 17, 2016 and January 16, 2017 Star Gold shall:

- (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2016) of one hundred fifty thousand and no/100 dollars (\$150,000.00); and
- (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2016) totaling twenty five thousand and no/100 dollars (\$25,000.00). Payment shall be made no later than January 16, 2017; and
- (iii) grant MinQuest twenty five thousand (25,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.

(c) Between January 17, 2017 and January 16, 2018 Star Gold shall:

- (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2017) of three hundred thousand and no/100 dollars (\$300,000.00); and
- (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2017) totaling thirty five thousand and no/100 dollars (\$35,000.00). Payment shall be made no later than January 16, 2018; and
- (iii) grant MinQuest forty thousand (40,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.

(d) Between January 17, 2018 and January 16, 2019 Star Gold shall:

- (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2018) of five hundred thousand and no/100 dollars (\$500,000.00); and
- (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2018) totaling forty thousand and no/100 dollars (\$40,000.00). Payment shall be made no later than January 16, 2019; and
- (iii) grant MinQuest forty five thousand (45,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.

(e) Between January 17, 2019 and January 16, 2020 Star Gold shall:

- (i) incur Expenditures on the Property (including any surplus Expenditures incurred prior to January 17, 2019) of seven hundred thousand and no/100 dollars (\$700,000.00); and
- (ii) make cash payments to MinQuest (independent of any required cash payments made prior to January 17, 2019) totaling forty thousand and no/100 dollars (\$40,000.00). Payment shall be made no later than January 16, 2020; and
- (iii) grant MinQuest fifty thousand (50,000) Options (independent of any Options previously granted) to be exercised at the Fair Market Price.

(f) Upon satisfaction of cumulative required Expenditures and transfer of property to Star Gold Corp. by MinQuest, Star Gold shall:

- (i) make cash payments to MinQuest totaling eighty five thousand and no/100 dollars (\$85,000.00). Payment shall be made no later than January 16, 2021.

3. MISCELLANEOUS.

3.1 No Third Parties Benefited. This Amendment is between and for the sole benefit of Star Gold and MinQuest and their successors and assigns, and creates no rights whatsoever in favor of any other person or entity and no other person or entity will have any rights to rely hereon.

3.2 Notices. All notices or other written communications hereunder will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) one Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Star Gold:	Attn: Lindsay E. Gorrill 611 E. Sherman Avenue Coeur d' Alene, ID 83814 Phone: (208) 664-5066 Fax: (208) 765-8520
With a copy to:	Parsons/Burnett/Bjordahl/Hume, LLP Attn: Robert J. Burnett 505 W. Riverside Avenue, Suite 500 Spokane, Washington 99201 Phone: (509) 252-5066 Fax: (509) 252-5067
If to MinQuest:	Attn: Richard Kern 4325 Christy Way Reno, NV 89519 Phone: (775) _____ Fax: (____) _____
With a copy to:	Herb Duerr 1680 Greenfield Drive Reno, NV 89509 Phone: (775) 825-8215

3.3 Additional Documents. Each Party shall execute such additional documents as may reasonably be requested by the other Party to effectuate the provisions of this Amendment.

3.4 Assignment. No Party may assign its rights or obligations under this Amendment without the prior written consent of the other Party. Any purported assignment without the other Party's prior written consent will be void ab initio.

3.5 Authorization: Binding Effect. Each Party represents to the other that its execution of this Amendment has been authorized by all necessary corporate action and that this Amendment constitutes a binding obligation of such Party. Each individual who executes this Amendment on behalf of a Party represents to all Parties that he or she is authorized to do so. This Amendment will bind each Party's successors and permitted assigns.

3.6 Attorneys' Fees. If a Party is in default under this Amendment the other Party will have the right, at the expense of the defaulting Party, to retain an attorney to make demand, enforce remedies, or otherwise protect or enforce the rights of the non-defaulting Party. A Party in default shall pay all attorneys' fees and costs so incurred.

3.7 Consents and Approvals. Unless specifically stated to the contrary in this Amendment (i.e., by stating that a Party's consent or approval may be granted or withheld in its sole discretion), whenever any provision of this Amendment requires a Party to provide its consent or approval, such Party will not unreasonably condition, withhold or delay such consent or approval, provided that the Party seeking the consent is not in default under the Agreement.

3.8 Consent Required to Amend or Waive. No amendment or modification of any provision of this Amendment will be effective unless made in writing and signed by each of the Parties.

3.9 Counterparts. This Amendment may be executed in counterparts each of which will be deemed an original and such counterparts when taken together shall constitute but one agreement.

3.10 Entire Agreement. This Amendment sets forth the entire understanding of the Parties with respect to the subject matter of this Amendment and supersedes all prior agreements and understandings between the Parties regarding the subject matter of this Amendment. No other amendments to the Option Agreement are contemplated or intended by this Amendment except such other amendments as may be required to carry out the specific terms and intent of this Amendment.

3.11 Governing Law; Consent to Jurisdiction. This Amendment and its interpretation and enforcement are governed by the laws of the state of Nevada. Each Party agrees that venue for any dispute arising out of or in connection with this Amendment will be in Mineral County, Nevada and each Party waives any objections it may now or hereafter have regarding such venue.

3.12 No Waiver. No waiver by any Party of any right or default under this Amendment will be effective unless in writing and signed by the waiving Party. No such waiver will be deemed to extend to any prior or subsequent right or default or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

3.13 Relationship of the Parties. The relationship of the Parties is strictly one of Optionor and Optionee. This Amendment is neither intended to, nor will it be construed as, an agreement to create a joint venture, partnership, or other form of business association between the Parties.

3.14 Severability. If for any reason any provision of this Amendment is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Amendment will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

3.15 Terminology. Unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or the plural will include the plural and the masculine gender will include the feminine and neuter genders; (ii) the term “or” is not exclusive; (iii) the term “including” (or any form thereof) will not be limiting or exclusive; (iv) the words “Amendment,” “herein,” “hereof,” “hereunder,” or other words of similar import refer to this Amendment as a whole, including exhibits and schedules (if any), as the same may be modified, amended or supplanted. The headings in this Amendment have no independent meaning.

3.16 Disclaimer—Preparation of Amendment. This Amendment was originally prepared by counsel for Star Gold. The Parties agree, however, that this fact shall not create any presumption in favor or against any Party in respect of the interpretation or enforcement of this Amendment. Each other Party is advised to have this Amendment reviewed by independent legal and tax counsel prior to its execution. By executing this Amendment each such Party represents (i) that it has read and understands this Amendment, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Amendment and (iii) that it has obtained such independent advice or has freely elected not to do so.

[SIGNATURE PAGE TO FOLLOW - AMENDMENT TO LONGSTREET PROPERTY
OPTION AGREEMENT]

[SIGNATURE PAGE - AMENDMENT TO LONGSTREET PROPERTY OPTION
AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

STAR GOLD CORP.

BY:



Lindsay E. Gorrill, Chairman

MINQUEST, INC.

BY:



Richard R. Kern

MINQUEST, INC.

BY:



Herb Duerr

EXHIBIT A – PAYMENT SCHEDULE

The schedule of payments in Exhibit A is presented for purposes of clarification. The overriding payment schedule is the narrative described in Sec 2 (a) to (f).

Required annual expenditure between:		Required expenditure	Annual stock option grant to Minquest	Annual Payment Due to Minquest	Annual stock option grant and Payment to Minquest due date
1/17/15	1/16/16	\$ 100,000	25,000	\$ 20,000	1/16/16
1/17/16	1/16/17	\$ 150,000	25,000	\$ 25,000	1/16/17
1/17/17	1/16/18	\$ 300,000	40,000	\$ 35,000	1/16/18
1/17/18	1/16/19	\$ 500,000	45,000	\$ 40,000	1/16/19
1/17/19	1/16/20	\$ 700,000	50,000	\$ 45,000	1/16/20
Upon transfer of property				\$ 85,000	Payment due upon transfer but no later than 1/16/21
TOTAL		\$ 1,750,000	185,000	\$ 250,000	

All allowable expenditures in excess of the required annual expenditure shall be carried-over to the subsequent year.

The undersigned hereby affirms that there is no Social Security number contained in this document

RECORDING REQUESTED BY :

Stone Cabin Company, LLC
P.O. Box 109
Boardman, OR 97818

AFTER RECORDATION RETURN TO :

Stone Cabin Company, LLC
P.O. Box 109
Boardman, OR 97818

SPACE ABOVE THIS LINE FOR RECORDER’S USE

OPTION AND LEASE OF WATER RIGHTS

By

Stone Cabin Company, LLC
of Boardman, OR

and

Star Gold Corporation
of Coeur d’Alene, ID

OPTION AND LEASE OF WATER RIGHTS

<u>1.</u>	<u>Background</u>	1
<u>2.</u>	<u>STONE CABIN Obligations</u>	1
<u>3.</u>	<u>Term</u>	2
<u>4.</u>	<u>Rental</u>	3
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OPTION AND LEASE OF WATER RIGHTS

For good and valuable consideration, Stone Cabin Company, LLC (STONE CABIN) of Boardman, Oregon and Star Gold Corporation (STAR GOLD) of Coeur d'Alene, Idaho hereby make this Option and Lease of Water Rights as of this 30th day of December, 2016 ("Effective Date")

1. Background

1.1 STONE CABIN is the owner with regard to certain water rights (the "Water Rights") listed on the annexed Exhibit A. STAR GOLD desires to lease these Water Rights for purpose of mining and milling use. The amount of water leased is 571.00 acre feet per annum. STONE CABIN has appropriated the water which is the basis of the Water Rights by means of underground sources which are located at the Nevada State Engineer (State Engineer) approved points of diversion.

1.2 The State Engineer has approved irrigation use for the Water Rights. STAR GOLD desires to obtain approval of the State Engineer to apply the Water Rights to other places of use and points of diversion for mining and milling uses.

1.3 STONE CABIN desires to assure itself that the Water Rights will be beneficially used for the life of the within lease in accordance with the terms of this lease.

1.4 STAR GOLD desires to assure itself that the Water Rights can be beneficially used for its mining and milling purposes

1.5 STAR GOLD desire to lease the Water Rights from STONE CABIN and the parties are willing to lease the Water Rights under the terms of this Agreement.

2. STONE CABIN Obligations

STONE CABIN agrees to the following:

2.1 To support STAR GOLD'S activities by filing applications for permits to change the point(s) of diversion, place of use, and manner of use of the Water Rights as necessary to allow STAR GOLD to fully utilize the Water Rights for any lawful purpose during the term of this Agreement, at no cost to STONE CABIN. STAR GOLD shall furnish STONE CABIN with information regarding the point(s) of diversion, place(s) of use of the Water Rights as necessary for the Water Rights to be used by STAR GOLD for its purposes.

2.2 STONE CABIN, or an agent of its choosing, will be fully responsible for all aspects of water rights management of the approved permits to change the point(s) of diversion, place of use, and manner of use of the Water Rights as necessary to allow STAR GOLD to fully utilize the Water Rights for any lawful purpose during the term of this Agreement, at no cost to STONE CABIN. This includes all State Engineer requirements, but not limited to filing proof of completion, proof of beneficial use, extensions of time, pumping data submissions, and monitoring requirements. STONE CABIN will be reimbursed by STAR GOLD for the on-going management of the water rights. STONE CABIN agrees to use experienced Nevada water rights firms for the work who will charge customary rates.

2.3 STONE CABIN will not be responsible for any costs associated with transferring water rights for use by STAR GOLD. STONE CABIN will be responsible for the costs associated with transferring the water rights back to use by STONE CABIN after the termination of this lease.

2.4 STONE CABIN will coordinate with STAR GOLD and allow it to fully review and approve, using reasonable judgement, any and all documentation required to be submitted to the State Engineer for all aspects of water rights management for permits to change the point(s) of diversion, place of use, and manner of use of the Water Rights.

3. Term

3.1 The primary term of this lease is for ten (10) years commencing on the date from which the first ore is placed on the leach pad.

3.2 STAR GOLD is hereby granted the option of extending the lease for one additional ten-year term. The option to extend the lease shall be exercised by written notice to STONE CABIN given by STAR GOLD not more than 24 months and not less than 12 months prior to the end of the current term.

3.3 Should STAR GOLD fail to notify STONE CABIN of STAR GOLD'S intent to exercise the option of extending the lease for an additional ten year term pursuant to the terms or conditions outlined in Section 3.2, this lease shall expire at the end of the first term. All rights to the appropriation of the water which are the subject matter of this lease then will revert to STONE CABIN.

3.4 STAR GOLD may cancel this lease if the State Engineer denies permits to change the point(s) of diversion, place of use, and manner of use of the Water Rights, or if mine operating permits are not obtained within three (3) years from the Effective Date of this lease agreement.

3.5 STAR GOLD shall pay costs incurred in applying for and obtaining approval of any permits it needs to utilize the water leased under this Agreement, including without loss of generality any permits from the State Engineer for transferring the Water Rights to STAR GOLD'S project location. These separate costs incurred are to be paid within thirty (30) days of receipt of invoices for such costs by STAR GOLD and are not included as part of the rents for lease of Water Rights.

3.6 It is expected that permanent change applications are to be filed with the State Engineer's Office to change the point(s) of diversion, place of use, and manner of use of Water Rights as necessary to allow STAR GOLD to fully utilize the Water Rights for any lawful purpose during the term of this Agreement. STAR GOLD can at its costs and discretion decide to have STONE CABIN file temporary change applications for Water Rights. Such a request must be submitted in writing.

3.7 If applications to change the point(s) of diversion, place of use, and manner of use of Water Rights are protested, STAR GOLD is solely responsible for addressing and/or litigating said protests. STAR GOLD may litigate the protests but is not obligated to do so.

3.8 Water Rights and any change applications of Water Rights will remain in STONE CABIN's name for the duration of this lease.

3.9 A copy of this Agreement will be filed at the State Engineer's Office for its records.

4. Rental

4.1 STAR GOLD shall pay STONE CABIN for Water Rights at the rate of \$190.00 per acre-foot per annum, as adjusted. This amounts to an obligation of \$108,490.00 per year (\$27,122.50 per quarter), as adjusted, as rental for the Water Rights. One-quarter of the annual rent shall be paid on the first day of each quarter (January 1st, April 1st, July 1st, and October 1st), without grace, to Stone Cabin Company, LLC, P.O. Box 109, Boardman, OR 97818. Changes to Payment Address shall be provided to STAR GOLD in writing by STONE CABIN, no less than thirty (30) days prior to the next scheduled payment. The first quarterly lease payment will commence from and be paid within 10 days of the date of the first ore being placed on the leach pad. This first payment will be prorated according to the number of days left in the quarter, but not more than \$27,122.50. All future payments will be made on the quarterly schedule in the amounts listed above. The last payment of the ten year term will be \$27,122.50 minus (-) the prorated first payment amount.

4.2 STAR GOLD shall pay \$20,000.00 to STONE CABIN on the Effective Date for a three (3) year option to commence lease. This option money is not refundable. If mine operating permits are not obtained in three (3) years from the Effective Date of this Option and Lease, Star Gold at its sole discretion, may continue the option and lease annually with another \$20,000 payment each year for up to three (3) additional years. These additional \$20,000.00 payments are not refundable.

4.3 If the lease is renewed at the end of the initial ten (10) year period, the Consumer Price Index (CPI) for the previous 10 years will be analyzed and used to calculate a new lease cost for the next 10 years.

4.4 If the Water Rights are reduced due to any regulatory reason, the adjusted or unadjusted annual rent shall be reduced proportional to the reduction of the Water Rights effective on the date of the reduction.

4.5 STAR GOLD shall have the right to terminate this Agreement by written notice to STONE CABIN, if at any time during the term of this Agreement, STAR GOLD is prevented from using the Water Rights obtained hereunder because of judicial orders, court decrees or local, state or federal laws, rules or regulations now or hereinafter in effect.

5. Beneficial Use

5.1 STAR GOLD shall make every effort to fully beneficially use all of the leased Water Rights to keep them in good standing. Until full beneficial use is made, STAR GOLD shall provide required information to STONE CABIN which shall file necessary applications for extension of time.

5.2 STAR GOLD must provide monthly pumping volume data and well level data of all leased Water Rights (or change applications of leased Water Rights) to STONE CABIN on a regular basis, or as requested by STONE CABIN. STONE CABIN, or an agent of its choosing, will then analyze this data prior to any submission of data to the State Engineer's Office.

5.3 If STAR GOLD fails to place all 571.00 acre-feet annum of Water Rights to beneficial use, and it has determined that it will never place all 571.00 acre-feet annum of Water Rights to beneficial use, and are ready to file a Proof of Beneficial Use form with the State Engineer, then STONE CABIN has the right to file change applications for the unused portions of the said 571.00 acre-feet annum of Water Rights and use said unused portions as it desires. Additionally, proof of beneficial use will not be filed until said change applications of unused portions are approved by the State Engineer. If STAR GOLD fails to place all 571.00 acre-feet annum of Water Rights to beneficial use, this failure does not change the rental charges listed in Section 4.1 of this Agreement for the Water Rights which are put to beneficial use.

6. Liability and Indemnity

6.1 STAR GOLD hereby indemnifies STONE CABIN, its officers, employees, servants, agents, subsidiaries or affiliates and agrees to hold them harmless against all claims, demands, damages, personal injury, illness, death, property damage or loss incurred by any person, animal, fish, plant or geological or meteorological feature as a result of or in connection with STAR GOLD'S use of the Water Rights.

6.2 STAR GOLD shall comply with all laws and regulations, whether of federal, state or local jurisdictions, applicable to the subject matter of this Agreement. STAR GOLD shall have sole responsibility to dispose of water it produces hereunder. STAR GOLD is solely responsible for all environmental and any other regulatory requirements regarding the use of Water Rights under this lease.

6.3 STONE CABIN hereby indemnifies STAR GOLD, its officers, employees, servants, agents, subsidiaries or affiliates and agrees to hold them harmless against all claims, damages and losses of any kind as a result of loss of use of the Water Rights, or any of them by virtue of STONE CABIN's failure to make timely filings with the State Engineer as required herein.

7. Default

In the event STAR GOLD defaults in the payment of money required hereunder and does not cure said default within 20 days after written notice, in addition to any other remedies provided by law, STONE CABIN may retake possession of the water, and apply the water to other uses at its discretion. Such retaking possession of the water and application of the water to other uses shall not terminate this lease, and the rental reserved hereunder shall continue to fall due from month to month until the end of the lease, and the rental hereunder shall only be reduced by the amount that remains after cash revenues obtained by STONE CABIN from the use or leasing of the Water Rights have been applied to attorney fees, costs of repossession, costs of proceeding before the State Engineer to reestablish beneficial uses of the water, costs incurred under this Agreement, and costs of equipment, labor and engineering needed to apply the water to beneficial use.

8. Miscellaneous Provisions

8.1 Notices

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been properly given when delivered in person to the person to whom the notice is directed or three days after deposit in the United States mail, certified mail, return receipt requested (addressee only), first-class postage prepaid, postmarked no later than three days prior to the effective day of the notice, or by telegram, cable, or acknowledged telefax, charges prepaid, to the party addressed (or to such other address or attention as the party to be given such notice may designate by notice to the other party in the manner herein prescribed) as follows:

If to STONE CABIN:
Stone Cabin Company, LLC
P.O. Box 109
Boardman, OR 97818

If to STAR GOLD:
Lindsay Gorrill, Chairman
Star Gold Corporation
611 East Sherman Avenue
Coeur d'Alene, ID 83814

8.2 Sharing of Documents

STONE CABIN shall furnish STAR GOLD, and STAR GOLD shall furnish STONE CABIN with copies of all papers it submits to the State Engineer or any other tribunal with respect to the Water Rights at the same time it serves the papers upon parties to a proceeding or files them, whichever is earlier.

8.3 Inspection of Facilities

STONE CABIN or an agent of its choosing may upon reasonable notice inspect the facilities of STAR GOLD for use in management of Water Rights.

8.4 Applicable Law

This Agreement shall be construed under the laws of the state of Nevada. Except as otherwise provided herein, all remedies at law, in equity, by statute, or otherwise shall be cumulative and may be enforced concurrently therewith or from time to time and the election of anyone or more shall not constitute a waiver of the right to pursue other available remedies.

8.5 Waiver.

Forbearance in enforcing any remedy granted by this Agreement shall not be deemed a waiver thereof nor shall it be the basis of an inference that a party hereto has waived any provision hereof or that a party has waived a remedy available at law or in equity. No consent by any party to any departure from here shall be effective unless in writing, and then only to the extent stated in such writing. No notice in any particular circumstance shall entitle a party to notice in the same or similar circumstance unless notice is required hereunder.

8.6 Taxes.

STAR GOLD shall pay all taxes imposed upon the Water Rights during the term hereof.

8.7 Entire Agreement.

This Agreement merges all previous negotiations between the parties hereto, supersedes all prior discussions and correspondence between the parties, and constitutes the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. No alteration, modification, or change of this Agreement shall be valid except by a written instrument executed by the parties.

8.8 Captions.

The captions of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

8.9 Expenses of Enforcement.

If any party starts an action to enforce any provision of this Agreement or for damages by reason of an alleged breach hereof, the court shall award the prevailing party judgment for all costs and expenses, including reasonable attorney's fees and costs, incurred in connection with such action, to be paid by the other party hereto.

8.10 Pronouns.

In this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

EXHIBIT A

Water Rights of STONE CABIN to be leased by STAR GOLD

Stone Cabin Company, LLC is the current owner of the following Underground water rights located in the State of Nevada in Nevada Hydrographic Area No. 149 - Stone Cabin Valley, and plans on leasing them to Star Gold Corporation per the terms of this Agreement:

Nevada Water Right Permits:

Permit 82612 - 144.44 AFA

Permit 82613 - 131.96 AFA

Permit 82614 - 152.20 AFA

Permit 82615- 142.40 AFA


TOTAL = 571.00 AFA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective once both parties have signed and delivered signed copies to one another.

Star Gold Corporation of Coeur d'Alene, ID

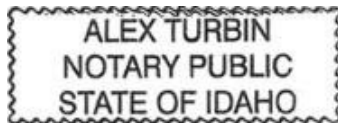
By 
Name Lindsay Gorrill
Title Chairman
Date Dec 30/2016

Stone Cabin Company, LLC of Boardman, OR

By 
Name Vernon Frederickson
Title Member
Date 1/19/17

STATE OF IDAHO)
 : ss.
COUNTY OF KOOTENAI)

On this 30 day of December, 2016, personally appeared before me Lindsay Gorrill, personally known to me to be the authorized representative of Gold Star Corporation of Coeur d'Alene, ID, who acknowledged to me that she signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said Chairman acknowledged to me that said Corporation executed the same.





NOTARY PUBLIC
Residing at: Coeur d'Alene

My Commission Expires:
1/29/2022

STATE OF OREGON)
 : ss.
COUNTY OF MORROW)

On this 19 day of January, 2016, personally appeared before me Vernon Frederickson, personally known to me to be the authorized representative of Stone Cabin Company, LLC of Boardman, OR, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said LLC, that the seal impressed on the within instrument is the seal of said LLC, and the said Member acknowledged to me that said LLC executed the same.



A handwritten signature in blue ink, which appears to read "Savannah C. Seewald". The signature is written in a cursive style and is positioned above a horizontal line.

NOTARY PUBLIC
Residing at: PO Box 1275 Umatilla, OR 97882

My Commission Expires:
October 24, 2020

The undersigned hereby affirms that there is no Social Security number contained in this document

RECORDING REQUESTED BY :
HIGH TEST HAY, LLC
HC 76 Box 36006
Tonopah, NV 89049

AFTER RECORDATION RETURN TO :
HIGH TEST HAY, LLC
Attn: Mark Dowers
HC 76 Box 36006
Tonopah, NV 89049

SPACE ABOVE THIS LINE FOR RECORDER’S USE

OPTION AND LEASE OF WATER RIGHTS

By

HIGH TEST HAY, LLC
of Tonopah, NV

and

Star Gold Corp.
of Coeur d’Alene, ID

OPTION AND LEASE OF WATER RIGHTS

<u>1.</u>	<u>Background</u>	1
<u>2.</u>	<u>HIGH TEST HAY, LLC's Obligations</u>	1
<u>3.</u>	<u>Lease Term</u>	2
<u>4.</u>	<u>Rental</u>	3
<u>5.</u>	<u>Beneficial Use</u>	4
<u>6.</u>	<u>Liability and Indemnity</u>	5
<u>7.</u>	<u>Default</u>	5
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<u>8.7</u>	<u>Entire Agreement</u>	7
<u>8.8</u>	<u>Captions</u>	7
<u>8.9</u>	<u>Expenses of Enforcement</u>	7
<u>8.10</u>	<u>Pronouns</u>	7

OPTION AND LEASE OF WATER RIGHTS

For good and valuable consideration, HIGH TEST HAY, LLC of Tonopah, Nevada and Star Gold Corp. (STAR GOLD) of Coeur d'Alene, Idaho hereby make this Option and Lease of Water Rights (the "Agreement") as of this 21st day of August, 2017 ("Effective Date").

Background

1.1 HIGH TEST HAY, LLC is the owner with regard to certain water rights (the "Water Rights") listed on the annexed Exhibit A. STAR GOLD desires to lease these Water Rights for purpose of mining and milling use. The total amount of water subject to this Option and Lease of Water Rights is 222 acres at a duty of 4.0 acre-feet/acre, or 888.00 acre feet per annum. HIGH TEST HAY, LLC has appropriated the water which is the basis of the Water Rights by means of underground sources which are located at the Nevada State Engineer (State Engineer) approved points of diversion.

1.2 HIGH TEST HAY, LLC, owns 816 acres of Water Rights for a Total Combined Duty of 3,264 acre-feet, under Nevada Division of Water Resources Permit Numbers 77989, 77994, 77997, 77998, 77999, 78001, 81634, 82515, 82516, 84400, 84427, and 84428 for irrigation use. Currently HIGH TEST HAY, LLC, has approximately 600 acres of irrigable land under production. STAR GOLD seeks approval of the State Engineer to grant change applications which modify the Place of Use, Point of Diversion, and Manor of Use of a portion of the water right permits specified above for Mining and Milling use.

1.3 HIGH TEST HAY, LLC desires to assure itself that the Water Rights will be beneficially used for the life of the within lease in accordance with the terms of this lease.

1.4 STAR GOLD desires to assure itself that the Water Rights can be beneficially used for its mining and milling purposes

1.5 STAR GOLD desire to lease the Water Rights from HIGH TEST HAY, LLC and the parties are willing to lease the Water Rights under the terms of this Agreement.

HIGH TEST HAY, LLC's Obligations

HIGH TEST HAY, LLC agrees to the following:

2.1 To support STAR GOLD'S activities by filing applications for permits to change the point(s) of diversion, place of use, and and/or manner of use of the Water Rights as necessary to allow STAR GOLD to fully utilize the Water Rights for any lawful purpose during the term of this Agreement, at no cost to HIGH TEST HAY, LLC. STAR GOLD shall furnish HIGH TEST HAY, LLC with information regarding the point(s) of diversion, place(s) of use of the Water Rights as necessary for the Water Rights to be used by STAR GOLD for its purposes.

2.2 HIGH TEST HAY, LLC, or an agent of its choosing, will be fully responsible for all aspects of water rights management of the approved permits to change the point(s) of diversion, place of use, and manner of use of the Water Rights as necessary to allow STAR GOLD to fully utilize the Water Rights for any lawful purpose during the term of this Agreement, at no cost to HIGH TEST HAY, LLC. This includes all State Engineer requirements, but not limited to filing change applications, proof of completion, proof of beneficial use, extensions of time, pumping data submissions, associated engineering consulting fees, and monitoring requirements. HIGH TEST HAY, LLC will be reimbursed by STAR GOLD for the on-going management of the Water Rights. HIGH TEST HAY, LLC agrees to use Turnipseed Engineering, LTD, or other experienced Nevada water rights firms for the work who will charge customary rates.

2.3 HIGH TEST HAY, LLC will not be responsible for any costs associated with transferring water rights for use by STAR GOLD. HIGH TEST HAY, LLC will be responsible for the costs associated with transferring the water rights back to use by HIGH TEST HAY, LLC after the termination of this lease.

2.4 HIGH TEST HAY, LLC will coordinate with STAR GOLD and allow it to fully review and approve, using reasonable judgement, any and all documentation required to be submitted to the State Engineer for all aspects of water rights management for permits to change the point(s) of diversion, place of use, and manner of use of the Water Rights.

3. Lease Term

3.1 The initial term of this lease is for ten (10) years commencing on the date from which the first ore is placed on the leach pad.

3.2 STAR GOLD is hereby granted two (2) options, each for extending the lease for an additional ten-year (10) term (for the avoidance of doubt, this Agreement grants STAR GOLD the ability to lease the Water Rights for up to a total of thirty (30) consecutive years). Each option to extend the lease shall be exercised by written notice to HIGH TEST HAY, LLC given by STAR GOLD not more than twenty-four (24) months and not less than twelve (12) months prior to the end of the then current term.

3.3 Should STAR GOLD fail to notify HIGH TEST HAY, LLC of STAR GOLD'S intent to exercise an option of extending the lease for an additional ten (10) year term pursuant to the terms or conditions outlined in Section 3.2, this lease shall expire at the end of the then current term. All rights to the appropriation of the water which are the subject matter of this lease then will revert to HIGH TEST HAY, LLC.

3.4 STAR GOLD may cancel this lease if the State Engineer denies permits to change the point(s) of diversion, place of use, and manner of use of the Water Rights, or if mine operating permits are not obtained within three (3) years from the Effective Date of this lease agreement.

3.5 STAR GOLD may terminate this lease upon one hundred (180) days' written notice to HIGH TEST HAY, LLC. In the event Star Gold terminates this lease pursuant to this Section 3.5, Star Gold shall nevertheless be obligated to pay, according to the terms of this lease, all rental payments until the earlier of twelve (12) months following the notice of termination or until any of the water leased hereby is utilized or re-leased by HIGH TEST HAY, LLC.

3.6 STAR GOLD may assign its right, title and interest in and to this lease in conjunction with a Change in Control transaction. Change in Control means; (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation or equity transfer, but excluding any such transaction effected primarily for the purpose of changing the domicile of the Company), unless the Company's equity holders of record immediately prior to such transaction or series of related transactions hold, immediately after such transaction or series of related transactions, at least 50% of the voting power of the surviving or acquiring entity (provided that the sale by the Company of its securities for the purposes of raising additional funds shall not constitute a Change of Control hereunder); or (ii) a sale of all or substantially all of the assets of the Company.

3.7 STAR GOLD shall pay costs incurred in applying for and obtaining approval of any permits it needs to utilize the water leased under this Agreement, including without loss of generality any permits from the State Engineer for transferring the Water Rights to STAR GOLD'S project location. These separate costs incurred are to be paid within thirty (30) days of receipt of invoices for such costs by STAR GOLD and are not included as part of the rents for lease of Water Rights.

3.8 It is expected that temporary change applications are to be filed with the State Engineer's Office annually to change the point(s) of diversion, place of use, and manner of use of Water Rights as necessary to allow STAR GOLD to fully utilize the Water Rights for any lawful purpose during the term of this Agreement. Permanent change applications will not be filed, unless written authorization is provided by HIGH TEST HAY, LLC, as the resulting permit will remove the consumptive use portion of the water right.

3.9 If applications to change the point(s) of diversion, place of use, and manner of use of Water Rights are protested, STAR GOLD is solely responsible for addressing and/or litigating said protests. STAR GOLD may litigate the protests but is not obligated to do so.

3.10 Water Rights and any change applications of Water Rights will remain in HIGH TEST HAY, LLC's name for the duration of this lease.

3.11 A copy of this Agreement will be filed at the State Engineer's Office for its records.

4. Rental

4.1 STAR GOLD shall pay HIGH TEST HAY, LLC for Water Rights at the rate of \$190.00 per acre-foot per annum, as adjusted. This amounts to an obligation of **\$168,720.00** per year (\$42,180.00 per quarter), as adjusted, as rental for the Water Rights. One-quarter of the annual rent shall be paid on the first day of each quarter (January 1st, April 1st, July 1st, and October 1st), without grace, to HIGH TEST HAY, LLC, LLC, HC 76 Box 36006, Tonopah, NV 89049. Changes to Payment Address shall be provided to STAR GOLD in writing by HIGH TEST HAY, LLC, no less than thirty (30) days prior to the next scheduled payment. The first quarterly lease payment will commence from and be paid within 10 days of the date of the first ore being placed on the leach pad. This first payment will be prorated according to the number of days left in the quarter, but not more than \$42,180.00. All future payments will be made on the quarterly schedule in the amounts listed above. The last payment of the ten-year term will be \$42,180.00 minus (-) the prorated first payment amount.

4.2 STAR GOLD shall pay \$25,000.00 to HIGH TEST HAY, LLC on the Effective Date for a three (3) year option to commence the lease. This option money is not refundable. If mine operating permits are not obtained within three (3) years from the Effective Date of this Agreement, Star Gold at its sole discretion, may continue the option and lease annually with an additional \$25,000 payment each year for up to three (3) additional years. Each of these additional \$25,000.00 payments, if made, are not refundable.

4.3 If the lease is renewed at the end of the initial ten (10) year period, the Consumer Price Index (CPI) for the previous 10 years will be analyzed and used to calculate a new lease cost for the next 10 years. If the lease is renewed at the end of the second ten (10) year period, the Consumer Price Index (CPI) for the second 10-year period will be analyzed and used to calculate a new lease cost for the final 10 years

4.4 If the Water Rights are reduced due to any regulatory reason, the adjusted or unadjusted annual rent shall be reduced in proportion to the reduction of the Water Rights effective on the date of the reduction.

4.5 STAR GOLD shall have the right to terminate this Agreement by written notice to HIGH TEST HAY, LLC, if at any time during the term of this Agreement, STAR GOLD is prevented from using the Water Rights obtained hereunder because of judicial orders, court decrees or local, state or federal laws, rules or regulations now or hereinafter in effect.

5. Beneficial Use

5.1 STAR GOLD shall make every effort to beneficially use all of the leased Water Rights to keep them in good standing. Until full beneficial use is made, STAR GOLD shall provide required information to HIGH TEST HAY, LLC which shall file necessary applications for extension of time.

5.2 STAR GOLD must provide monthly pumping volume data and well level data of all leased Water Rights (or change applications of leased Water Rights) to HIGH TEST HAY, LLC on a regular basis, or as requested by HIGH TEST HAY, LLC. HIGH TEST HAY, LLC, or an agent of its choosing, will then analyze this data prior to any submission of data to the State Engineer's Office.

5.3 HIGH TEST HAY, LLC shall, pursuant to the terms and conditions of this Agreement, be allowed to continue utilizing all water rights for irrigation until that date which is six (6) months after the date STAR GOLD gives HIGH TEST HAY, LLC written notice that STAR GOLD needs to begin drawing upon the 888 acre-feet for its own use and purposes (the "Irrigation Termination Date"). The use, by HIGH TEST HAY, LLC, of these 888 acre-feet of Water Rights shall not affect the rental charges listed in Section 4.1 of this Agreement. From the Effective Date until the Irrigation Termination Date, HIGH TEST HAY, LLC shall make full beneficial use of the of the remaining water rights and shall not do or perform any act which could jeopardize the use of those 888 acre-feet of water rights leased by STAR GOLD.

5.4 If STAR GOLD fails to place all 888.00 acre-feet annum of Water Rights to full beneficial use, and it has determined that it will never place all 888.00 acre-feet annum of Water Rights to full beneficial use, then HIGH TEST HAY, LLC has the right to withhold the unused portions of the said 888.00 acre-feet per annum of Water Rights in the following years temporary change applications and use said unused portions as it desires. If STAR GOLD fails to place all 888.00 acre-feet annum of Water Rights to beneficial use, this failure does not change the rental charges listed in Section 4.1 of this Agreement for the Water Rights which are put to beneficial use.

6. Liability and Indemnity

6.1 STAR GOLD hereby indemnifies HIGH TEST HAY, LLC, its officers, employees, servants, agents, subsidiaries or affiliates and agrees to hold them harmless against all claims, demands, damages, personal injury, illness, death, property damage or loss incurred by any person, animal, fish, plant or geological or meteorological feature as a result of or in connection with STAR GOLD'S use of the Water Rights.

6.2 STAR GOLD shall comply with all laws and regulations, whether of federal, state or local jurisdictions, applicable to the subject matter of this Agreement. STAR GOLD shall have sole responsibility to dispose of water it produces hereunder. STAR GOLD is solely responsible for all environmental and any other regulatory requirements regarding the use of Water Rights under this lease.

6.3 HIGH TEST HAY, LLC hereby indemnifies STAR GOLD, its officers, employees, servants, agents, subsidiaries or affiliates and agrees to hold them harmless against all claims, damages, personal injury, illness, death, property damage or losses of any kind incurred by any person, animal, fish, plant or geological or meteorological feature as a result of or in connection with HIGH TEST HAY, LLC's use of the 600 acres of water rights for irrigation and/or any losses of any kind as a result of loss of use of the Water Rights, or any of them by virtue of HIGH TEST HAY, LLC's failure to make timely filings with the State Engineer as required herein.

7. Default

In the event STAR GOLD defaults in the payment of money required hereunder and does not cure said default within 20 days after written notice, in addition to any other remedies provided by law, HIGH TEST HAY, LLC may retake possession of the water, and apply the water to other uses at its discretion. Such retaking possession of the water and application of the water to other uses shall not terminate this lease, and the rental reserved hereunder shall continue to fall due from month to month until the end of the lease, and the rental hereunder shall only be reduced by the amount that remains after cash revenues obtained by HIGH TEST HAY, LLC from the use or leasing of the Water Rights have been applied to attorney fees, costs of repossession, costs of proceeding before the State Engineer to reestablish beneficial uses of the water, costs incurred under this Agreement, and costs of equipment, labor and engineering needed to apply the water to beneficial use.

8. Miscellaneous Provisions

8.1 Notices

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been properly given when delivered in person to the person to whom the notice is directed or three days after deposit in the United States mail, certified mail, return receipt requested (addressee only), first-class postage prepaid, postmarked no later than three days prior to the effective day of the notice, or by telegram, cable, or acknowledged telefax, charges prepaid, to the party addressed (or to such other address or attention as the party to be given such notice may designate by notice to the other party in the manner herein prescribed) as follows:

If to HIGH TEST HAY, LLC:
Mark Dowers
HC 76 Box 36006
Tonopah, NV 89049

If to STAR GOLD:
Lindsay Gorriell, Chairman
Star Gold Corporation
611 East Sherman Avenue
Coeur d'Alene, ID 83814

8.2 Sharing of Documents

HIGH TEST HAY, LLC shall furnish STAR GOLD, and STAR GOLD shall furnish HIGH TEST HAY, LLC with copies of all papers it submits to the State Engineer or any other tribunal with respect to the Water Rights at the same time it serves the papers upon parties to a proceeding or files them, whichever is earlier.

8.3 Inspection of Facilities

HIGH TEST HAY, LLC or an agent of its choosing may upon reasonable notice inspect the facilities of STAR GOLD for use in management of Water Rights.

8.4 Applicable Law

This Agreement shall be construed under the laws of the state of Nevada. Except as otherwise provided herein, all remedies at law, in equity, by statute, or otherwise shall be cumulative and may be enforced concurrently therewith or from time to time and the election of anyone or more shall not constitute a waiver of the right to pursue other available remedies.

8.5 Waiver

Forbearance in enforcing any remedy granted by this Agreement shall not be deemed a waiver thereof nor shall it be the basis of an inference that a party hereto has waived any provision hereof or that a party has waived a remedy available at law or in equity. No consent by any party to any departure from here shall be effective unless in writing, and then only to the extent stated in such writing. No notice in any particular circumstance shall entitle a party to notice in the same or similar circumstance unless notice is required hereunder.

8.6 Taxes

STAR GOLD shall pay all taxes imposed upon the Water Rights during the term hereof.

8.7 **Entire Agreement.**

This Agreement merges all previous negotiations between the parties hereto, supersedes all prior discussions and correspondence between the parties, and constitutes the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. No alteration, modification, or change of this Agreement shall be valid except by a written instrument executed by the parties.

8.8 **Captions.**

The captions of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

8.9 **Expenses of Enforcement.**

If any party starts an action to enforce any provision of this Agreement or for damages by reason of an alleged breach hereof, the court shall award the prevailing party judgment for all costs and expenses, including reasonable attorney's fees and costs, incurred in connection with such action, to be paid by the other party hereto.

8.10 **Pronouns.**

In this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

[signature page to follow]

[signature page to Star Gold Corp.-High Test Hay, LLC Water Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective once both parties have signed and delivered signed copies to one another.

Star Gold Corp. of Coeur d'Alene, ID

By 

Name Kelly J. Stopher

Title Chief Financial Officer

Date 9/25/2017

HIGH TEST HAY, LLC of Tonopah, NV

By 

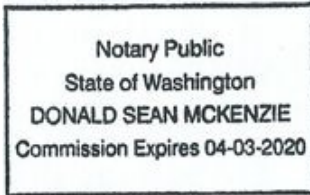
Name Mark Dowers

Title Member

Date 9/13/2017

STATE OF WASHINGTON)
 : ss.
COUNTY OF SPOKANE)

On this 25 day of September, 2017, personally appeared before me Kelly J. Stopher, personally known to me to be the authorized representative of STAR GOLD CORP. of Coeur d'Alene, ID, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation for the purposes stated herein.



A handwritten signature in blue ink, appearing to read "Kelly J. Stopher".

NOTARY PUBLIC
Residing at: Spokane

My Commission Expires:
4/3/2020

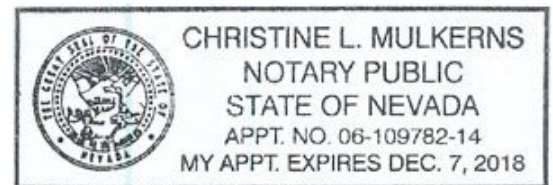
STATE OF NEVADA)
 : ss.
COUNTY OF NYE)

On this 13th day of September, 2017, personally appeared before me Mark Dowers, personally known to me to be the authorized representative of HIGH TEST HAY, LLC, LLC of Tonopah, NV, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said LLC, that the seal impressed on the within instrument is the seal of said LLC, and the said Mark Dowers acknowledged to me that said LLC executed the same.

A handwritten signature in black ink, appearing to read "Christine L. Mulkerne".

NOTARY PUBLIC
Residing at: Tonopah, NV

My Commission Expires:
12/7/2018



Water Rights Option and Lease Agreement

EXHIBIT A

Water Rights of HIGH TEST HAY, LLC to be leased by STAR GOLD

HIGH TEST HAY, LLC is the current owner of the following Underground water rights located in the State of Nevada in Nevada Hydrographic Area No. 149 - Stone Cabin Valley, and plans on leasing them to Star Gold Corporation per the terms of this Agreement:

Nevada Water Right Permits:

Permit 77999 – 768 AFA

Portion of Permit 82515 - 120 AFA

TOTAL = 888.00 AFA

**Certification of Principal Executive Officer
Pursuant to Section 302 of Sarbanes-Oxley Act**

I, David Segelov, certify that:

1. I have reviewed this annual report on Form 10-K of Star Gold Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;
4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13(a)-15(f) of the registrant, and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under the Company's supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under the Company's supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report the Company's conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting.
5. The small business issuer's other certifying officer(s) and I have disclosed, based on the Company's most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting

Date: July 17, 2019

/s/ **DAVID SEGELOV**

David Segelov
President and Principal Executive Officer

**Certification of Principal Financial Officer
Pursuant to Section 302 of Sarbanes-Oxley Act**

I, Kelly J. Stopher, certify that:

1. I have reviewed this annual report on Form 10-K of Star Gold Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;
4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13(a)-15(f) of the registrant, and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting.
5. The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

Date: July 17, 2019

/s/ **KELLY J. STOPHER**

Kelly J. Stopher

Principal Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Star Gold Corp., a Nevada corporation (the "Company") on Form 10-K for the year ending April 30, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), David Segelov, Principal Executive Officer of the Company, certifies to the best of his knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to Star Gold Corp., and will be retained by Star Gold Corp., and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ **DAVID SEGELOV**

David Segelov
President and Principal Executive Officer
July 17, 2019

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Star Gold Corp. a Nevada corporation (the "Company") on Form 10-K for the year ending April 30, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Kelly J. Stopher, Principal Financial Officer of the Company, certifies to the best of his knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to Star Gold Corp., and will be retained by Star Gold Corp., and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ **KELLY J. STOPHER**

Kelly J. Stopher
Principal Financial Officer
July 17, 2019



Star Gold Investor Letter January 2019

Star Gold Corp. (“Star Gold” or the “Company”) continues to make progress following closely the path that was outlined in the 2018 Investor Update dated 18th March 2018 (<http://www.stargoldcorp.com/news/20180320ShareholderLetter.pdf>). Star Gold continues to maintain a singular focus on obtaining a mining permit for its flagship project, the Longstreet Project (the “Project”) based in Nevada.

As outlined the steps still required to be completed are as follows:

STEP 1 : Submission of the following reports

- a. Hydrology Study – awaiting a Drilling Permit;
- b. Geochemical analysis; and
- c. Plan of Operations Development (Mine Plan, Civil Engineering Designs).

STEP 2: Receiving permission from relevant governmental agencies to proceed to a formal Environmental Impact Study (“EIS”). Permission to prepare a formal EIS is not automatically granted and the relevant agencies may request further clarifications before granting approval to proceed to an EIS.

STEP 3: Publishing the EIS and conducting a public comment period and mitigating comments deemed relevant by regulatory agencies; followed by the expected issuance of a permit to mine the Project.

Project Details

A plan of operations for drilling the process water and required monitor wells (the “Hydrology Drilling Plan”) was developed and filed for review by the United States Forest Service (the “USFS” or “Forest Service”) in April 2018. The Hydrology Drilling Plan also included permitting for possible additional core holes in the mine area if “new” core is required by the Nevada Department of Environmental Protection (the “NDEP”) for rock mass characterization work that would be used to develop a geochemical testing program for the Project.

The USFS review of our Hydrology Drilling Plan was significantly delayed due to certain staffing issues in the USFS. More importantly, Star Gold was given some guidance as to how to approach their submissions that proved to be unwarranted. Once comments were received from the USFS in late August and September 2018, the Hydrology Drilling Plan was revised and finalized and resubmitted to the USFS in early November 2018. The final revisions were decided upon during a mine site meeting with USFS and Star Gold management in mid-October 2018. This meeting also provided an opportunity to review the Longstreet Project in detail with the USFS to gather input on how to streamline the Mine Plan of Operations (the “Mine Plan”) development and approval by including in the initial submission all mitigants for issues of concern such as archeological impacts, wildlife issues, stormwater management, drainage diversion as well as overall operations development and management. Input and feedback from the USFS was very positive and constructive. Management is keeping the USFS informed of all ongoing activities regarding the Project.

A geochemistry work plan (the “Geochemistry Plan”) will also need to be engineered once the mine sequencing is developed and the Mine Plan is complete. The Company will then submit the Geochemistry Plan to the NDEP for review and comments. The NDEP will either approve the Geochemistry Plan as submitted or issue comments to the Company. If comments are issued by NDEP the Company will revise and resubmit the Geochemistry Plan for approval. The NDEP may require additional drill core to be obtained if they feel that additional core is required to properly illustrate the rock mass in the mine. Once the Geochemistry Plan is approved, samples are taken from existing drill core and submitted to a laboratory testing to determine the extent (if any) of acid generation. Engineering work is completed after test results are received to mitigate any acid generation from the rock mined.

Work commenced in mid-December 2018 on the USFS requested wildlife management plan (the “Wildlife Plan”) for the proposed hydrology drilling program and the draft of this Wildlife Plan was received for management review on January 11, 2019. The Wildlife Plan will be filed with the USFS shortly. However, the Federal government shutdown has slowed the final review of the overall Wildlife Plan and hydrology drilling will likely not commence until July 2019 due to restrictions on drilling activities that could potentially disturb the Sage Grouse during its breeding season from March-June. The current U.S. Government shutdown has temporarily interrupted on-site progress on the Project until resolved.

While the wait for the drilling permit has been frustrating, Star Gold has not stood still. The Company has been pro-active by:

- Completing preliminary hydrogeologic work with respect to determining possible process water and monitor well locations.
- Completing an updated raptor study in May 2018.
- Soliciting bids to complete the Mine Plan of Operations from Dyer Engineering and Golder in late May 2018. Presentations and a review of these bids was conducted during a management meeting in late June. During this meeting, the details of the proposed “slot” mining method were detailed and post this meeting discussions were opened up with potential mining contactors.
- Completing conceptual design work on the proposed heap leach pads in several different possible configurations as well as preliminary drainage diversion designs to facilitate a large heap leach pad in the valley next to the proposed Longstreet Mine.
- Designing crushing plant and conveying layouts specifying how the mined and crushed rock was to be transported to the proposed heap leach pad.

Corporate

Star Gold’s management continues to be actively involved in driving the process towards the EIS phase. It is this phase where value will, in the view of management, accrue to shareholders as very few viable new projects exist in Nevada at the current time.

For the fourth successive year, neither Star Gold’s President nor any member of the Board of Directors drew salaries from the Company. The Officers and Directors remain fully committed to the Project and devote significant time to ensuring all the steps are thoroughly planned and properly executed.

Management also re-iterates its desire to update, upon completion of the Mine Plan of Operations, the existing economic model for the Project. Any updated economic model will be made available to shareholders.

On December 4, 2018 Star Gold amended the Longstreet Property Option Agreement (the “Longstreet Agreement”) to change the due date of certain expenditures required by that agreement (the “Amendment”). The Amendment moves the due date of the “2019” expenditures from January 16, 2019 to August 31, 2019 and also moves the due date of the “2020” expenditures from January 16, 2020 to August 31, 2019. No other provisions of the Longstreet Agreement, as previously amended, were affected by the Amendment.

Effective December 5, 2018 the Company completed all measures necessary to switch Star Gold's transfer agent responsibilities from Pacific Stock Transfer to Columbia Stock Transfer Company.

The Company encourages all shareholders to review its periodic reports (on Forms 8-K, 10-Q and 10-K) led with the Securities and Exchange Commission; available at <https://www.sec.gov/>

About Star Gold Corp.

Star Gold is a gold exploration/development company with 125 unpatented claims located within the Walker Lane belt. The Company is currently focused on developing its flagship property, the Longstreet Property. The Longstreet Property is located in Nye County, Nevada.

Investor Contact:

David Segelov

Office: 208-664-5066

Cell: 646-626-3356

dsegelov@stargoldcorp.com

info@stargoldcorp.com

Disclaimers

Certain statements in this press release that are not historical facts are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements may be identified by the use of words such as "anticipate," "believe," "expect," "future," "may," "will," "would," "should," "plan," "projected," "intend," and similar expressions. Such forward-looking statements, involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of Star Gold Corp (the Company) to be materially different from those expressed or implied by such forward-looking statements. The Company's future operating results are dependent upon many factors, including but not limited to the Company's ability to: (i) obtain sufficient capital or a strategic business arrangement to fund its expansion plans; (ii) build the management and human resources and infrastructure necessary to support the growth of its business; (iii) competitive factors and developments beyond the Company's control; and (iv) other risk factors discussed in the Company's periodic filings with the Securities and Exchange Commission, which are available for review at www.sec.gov under "Search for Company Filings.
