

Assessor's Parcel Number: N/A (Not A Conveyance)

Recording Requested By:

Name: Rye Patch Gold U.S. Inc.
Address: 220 Rock Blvd., Suite 9
City / State / Zip: Reno, NV 89502

When Recorded Mail to:

Name: Rye Patch Gold U.S. Inc.
Address: 220 Rock Blvd., Suite 9
City / State / Zip: Reno, NV 89502

Affirmation Statement:

The signatories to this instrument hereby affirm that this document does not contain social security numbers (Per NRS 239B.030).

DOC # 0220213

04/05/2012

01:34 PM

Official Record

Recording requested by:
RYE PATCH

Eureka County - NV
Mike Rebaleati - Recorder

Fee \$34.00

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RPTT

Recorded By LLH

Book- 530 Page- 0322



0220213

MEMORANDUM OF AGREEMENT

This Memorandum of Exploration, Development and Mine Operating Agreement (this "Memorandum"), is made effective as of October 18, 2011, between Patty Joint Venture, an unincorporated association among Barrick Gold U.S. Inc., a California corporation, U.S. Gold Inc., a Colorado corporation, Chapleau Resources Ltd., a British Columbia corporation, and Chapleau Resources (USA) Ltd., an Alaska corporation, (collectively referred to as the "Barrick Group") and Rye Patch Gold U.S. Inc., a Nevada corporation ("RPG"). Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Exploration, Development and Mine Operating Agreement made as of October 18, 2011 between the parties (the "Agreement").

RECITALS

A. In the Agreement, Barrick Group granted to RPG the exclusive right to explore, to develop and to exercise all other uses of the Properties incident to the exploration and development thereof, including without limitation, the reclamation of the Properties. The Properties are described in Exhibit A to the Agreement and this Memorandum.

C. In the Agreement, Barrick Group further desires to grant to RPG an exclusive right, if justified, to earn an interest in and to enter into the Business with Barrick Group for the purposes of developing and mining of mineral resources within the Properties.

D. RPG desires to explore, to develop, and to exercise all other uses of the Properties incident to the exploration thereof, including without limitation, the reclamation of the Properties.

E. RPG further desires, if justified, to earn an interest in and to enter into the Business with Barrick Group for the purposes of developing and mining mineral resources within the Properties, all as set forth in this Agreement.

F. Barrick Group and RPG desire to place of record in Eureka County, Nevada, notice of the existence of the Agreement and certain principal terms and provisions of the Agreement, which terms and provisions are incorporated herein by reference for all purposes. Some of the terms and provisions of the Agreement are summarized below.

MEMORANDUM OF AGREEMENT

In the Agreement, RPG and Barrick Group agreed, and in this Memorandum of Agreement RPG and Barrick Group agree, as follows:

1. The Agreement shall be the exclusive means by which the Participants, or either of them or any Affiliate, conduct Operations on the Properties, engage in marketing Products to the extent permitted by the Agreement, or engage in any other lawful purposes related or incidental to the foregoing. This Memorandum of Agreement is executed for the purpose of affording notice of the existence of the Agreement. This Memorandum is not intended to alter or vary the terms of the Agreement. If there are any inconsistencies between this Memorandum and the Agreement, the Agreement shall control.

2. The Agreement shall continue for 20 years from the Effective Date and for so long thereafter as Products are being produced from the Property or Exploration or Development of the Property are ongoing on a continuous basis, and thereafter until all materials, supplies, equipment and infrastructure have been salvaged and disposed of, any required Environmental Compliance is completed and accepted and the Participants have agreed to a final accounting, unless the Business is earlier terminated as herein provided.

3. RPG, in order to earn its initial Participating Interest in the Assets and to enter into the Business with Barrick Group, must make certain levels of Exploration Expenditures and perform certain tasks on the Properties by December 31, 2016. Some of these activities are firm commitments. Upon completion by RPG of these obligations, the Participants shall have the following initial Participating Interests in the Assets and the Business formed by the Agreement:

RPG	60.00%
Barrick Group	40.00%

4. Until such time as RPG has completed the obligations described in Section 3 of this Memorandum, Barrick Group shall hold title to the Assets. If the Participants enter into the Business, the Manager shall hold title to the Assets for the benefit of the Participants in proportion to their Participating Interests.

5. Barrick Group will have a one-time option to increase its Participating Interest and its interest in the Assets and the Business to 60.00%. To increase its interest, Barrick Group must make certain levels of Expenditures on the Properties and/or make certain payments

to RPG over a five year period. If Barrick Group completes these expenditures, the Participating Interests of the Participants will be adjusted as follows:

RPG	40.00%
Barrick Group	60.00%

6. A Participant's Participating Interest may be changed as provided for in the Agreement. In the event that a Participant's Participating Interest is reduced to less than 20.00% solely as a result of reduced or non-participation approved Programs and Budgets, such Participant shall relinquish its Participating Interest for a right to receive 25.00% of Net Proceeds until it has recovered 75.00% of its Equity Account balance. In addition, in the event Barrick Group's Participating Interest becomes less than 20.00%, it will be entitled to a 4.0% Net Smelter Return Royalty that reduces to 2.0% at a specified level.

7. In the event that a Participant defaults in meeting a cash call related to a Program and Budget covering primarily Exploration, Pre-Feasibility Study or Feasibility Study Operations, the defaulting Participant will be subject to penalty dilution. In the event a Participant defaults in meeting a cash call related to a Program and Budget covering primarily Development or Mining, the defaulting Participant will, upon election by the other Participant, be deemed to have withdrawn from the Business.

8. Any reduction or elimination of either Participant's Participating Interest under the Agreement shall not relieve such Participant of its share of any liability, including, without limitation, Continuing Obligations, Environmental Liabilities and Environmental Compliance, whether arising.

9. In the Agreement, each Participant grants to the other Participant a lien upon and a security interest in its Participating Interest, including all of its right, title and interest in the Assets, whenever acquired or arising, and the proceeds from and accessions to the foregoing. The liens and security interests so granted shall secure every obligation or liability of the Participant granting such lien or security interest created under the Agreement.

10. Except as otherwise expressly provided in the Agreement, each Participant shall have the right independently to engage in other business activities, whether or not competitive with Operations.

11. Nothing contained in the Agreement shall be deemed to constitute a Participant to be the partner of the other Participant nor, except as otherwise therein expressly provided, to constitute either Participant the agent or legal representative of the other, nor to create any fiduciary relationship between them. It is not the intention of the Participants to create, nor shall the Agreement be construed to create any mining, commercial or other partnership. Neither Participant shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Participant, except as otherwise expressly provided in the Agreement. The rights, duties, obligations and liabilities of the Participants shall be several and not joint or collective. Each Participant shall be responsible only for its obligations as set



out in the Agreement and shall be liable only for its share of the costs and expenses as provided therein, it being the express purpose and intention of the Participants that their ownership of the Assets and the rights acquired under the Agreement shall be as tenants in common.

12. The Participants waive and release all rights of partition or sale in lieu thereof or other division of Assets, including any such rights provided by statute.

13. Transfers by a Participant of the interest of a Participant in the Agreement, any Participating Interest, or the Assets are strictly limited in the Agreement and any Transfer to any third party all or any part of such interests may be done solely as provided in Article XIV of the Agreement. All permitted Transfers shall be subject to a number of terms, conditions and limitations.

14. If a Participant desires to Transfer all or any part of its interest in the Agreement, any Participating Interest, or the Assets, subject to certain limited exceptions, the other Participant shall have a preemptive right to acquire such interests as provided in Section 14.3 of the Agreement.

15. The Agreement shall terminate upon the happening of any of the following events: (a) the mutual consent of the Participants; (b) an election by a Participant to terminate the Agreement upon the failure of the Management Committee to adopt a Program and Budget for twelve (12) months after the expiration of the latest adopted Program and Budget; (c) the withdrawal or deemed withdrawal of a Participant under the Agreement; or (d) expiration of the Agreement at the end of its term.

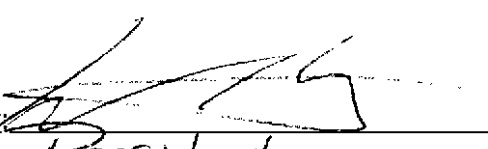
16. A copy of the Agreement is on file with the Manager whose address is:

Rye Patch Gold U.S. Inc.
220 Rock Blvd., Suite 9
Reno, NV 89502

EXECUTED to be effective as of the date first set forth above.

RPG

Rye Patch Gold U.S. Inc., a Nevada
corporation

By: 

Its: President



BARRICK GROUP

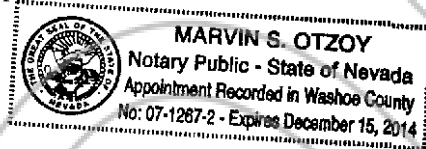
Patty Joint Venture, an unincorporated
association

By: Barrick Gold U.S. Inc., a California
corporation, its Manager

By: Edward C. Cape
Its: Vice President

STATE OF Nevada)
)ss.
COUNTY OF Washoe)

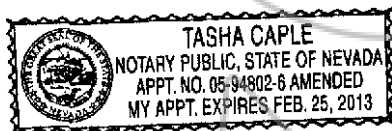
The foregoing instrument was acknowledged before me this 30th day of March,
2011, by William Carl Howard the President of Rye Patch Gold U.S.
Inc., a Nevada corporation.



Marvin S. Otzoy
Notary Public
My commission expires: 12/15/2014

STATE OF Nevada)
)ss.
COUNTY OF Elko)

The foregoing instrument was acknowledged before me this 13th day of March,
2011, by Edward Cape, the Vice President of Barrick Gold U.S. Inc., a
California corporation, as Manager of the Patty Joint Venture Inc., an unincorporated
association.



Tasha Caple
Notary Public
My commission expires: 2-25-2013



EXHIBIT A
to
**MEMORANDUM OF EXPLORATION, DEVELOPMENT
AND MINE OPERATING AGREEMENT**
by and between
RYE PATCH GOLD U.S. INC.
and
**BARRICK GOLD U.S. INC., U.S. GOLD INC., CHAPLEAU RESOURCES LTD. AND
CHAPLEAU RESOURCES (USA) LTD.**

ASSETS

PROPERTIES AND TITLE EXCEPTIONS

(include list of all claims, leases and contracts)



Exhibit A-1
The Leased Properties
Eureka County Recording

<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
CC 21	732170	293	36
CC 22	732171	293	37
CC 23	732172	293	38
CC 24	732173	293	39
CC 25	732174	293	40
CC 26	732175	293	41
CC 27	732176	293	42
CC 28	732177	293	43
CC 29	732178	293	44
CC 30	732179	293	45
CC 31	782701	315	476
CC 40	782702	315	477
CC 41	732190	293	57
CC 42	732191	293	58
CC 43	732192	293	59
CC 44	732193	293	60
CC 45	732194	293	61
CC 46	732195	293	62
CC 47	732196	293	63
CC 48	732197	293	64
CC 49	732198	293	65
CC 71	782696	315	478
CC 72	782697	315	479
CC 73	782698	315	480
CC 74	782699	315	481
CC 75	782700	315	482
PATTY #9	720767	287	299
PATTY #10	720768	287	300
PATTY #11	720769	287	301
PATTY #12	720770	287	302
PATTY #13	720771	287	303
PATTY #14	720772	287	304
PATTY #15	720773	287	305
PATTY #16	720774	287	306
PATTY #17	720775	287	307
PATTY #18	720776	287	308
PATTY #19	720777	287	309
PATTY #20	720778	287	310

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<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
PATTY #21	720779	287	311
PATTY #22	720780	287	312
PATTY #23	720781	287	313
PATTY #24	720782	287	314
PATTY #25	720783	287	315
PATTY #26	720784	287	316
PATTY #27	720785	287	317
PATTY #28	720786	287	318
PATTY #29	720787	287	319
PATTY #30	720788	287	320
PATTY #31	720789	287	321
PATTY #32	720790	287	322
PATTY #33	720791	287	323
PATTY #34	720792	287	324
PATTY #35	720793	287	325
PATTY #36	720794	287	326
PATTY #37	720795	287	327
PATTY #38	720796	287	328
PATTY #39	720797	287	329
PATTY #40	720798	287	330
PATTY #41	720799	287	331
PATTY #42	720800	287	332
PATTY #43	720801	287	333
PATTY #44	720802	287	334
PATTY #45	720803	287	335
PATTY #46	720804	287	336
PATTY #47	720805	287	337
PATTY #48	720806	287	338
PATTY #49	720807	287	339
PATTY #50	720808	287	340
PATTY #51	720809	287	341
PATTY #52	720810	287	342
PATTY #53	720811	287	343
PATTY #54	720812	287	344
PATTY #55	720813	287	345
PATTY #56	720814	287	346
P 25	696730	267	148
P 26	696731	267	149
P 27	696732	267	150
P 29	696733	267	151
P 30	696734	267	152
P 31	696735	267	153
P 32	696736	267	154
P 33	696737	267	155

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<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
P 77	696738	267	156
P 78	696739	267	157
P 79	696740	267	158
P 80	696741	267	159
P 81	696742	267	160
P 82	696743	267	161
P 83	696744	267	162
P 84	696745	267	163
P 85	696746	267	164
P 86	696747	267	165
P 87	696748	267	166
P 88	696749	267	167
P 89	696750	267	168
P 90	696751	267	169
P 91	696752	267	170
P 92	696753	267	171
P 93	696754	267	172
P 94	696755	267	173
P 95	696756	267	174
P 96	696757	267	175
P 97	696758	267	176
P 98	696759	267	177
P 99	696760	267	178
P 100	696761	267	179
P 101	696762	267	180
P 102	696763	267	181
P 103	696764	267	182
P 104	696765	267	183
P 105	696766	267	184
P 107	782687	315	493
P 108	696769	267	187
P 109	696770	267	188
P 110	696771	267	189
P 111	696772	267	190
P 112	696773	267	191
P 113	696774	267	192
P 114	696775	267	193
P 115	696776	267	194
P 116	696777	267	195
P 117	696778	267	196
P 118	696779	267	197
P 119	696780	267	198
P 120	696781	267	199
P 121	696782	267	200

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<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
P 122	696783	267	201
P 123	696784	267	202
P 124	696785	267	203
P 125	696786	267	204
P 126	696787	267	205
P 127	696788	267	206
P 128	696789	267	207
P 129	696790	267	208
P 130	696791	267	209
P 131	696792	267	210
P 132	696793	267	211
P 133	696794	267	212
P 134	696795	267	213
P 135	696796	267	214
P 136	696797	267	215
P 137	696798	267	216
P 138	696799	267	217
P 139	696800	267	218
P 140	696801	267	219
P 141	696802	267	220
P 142	696803	267	221
P 143	696804	267	222
P 144	696805	267	223
P 145	696806	267	224
P 146	696807	267	225
P 147	696808	267	226
P 148	696809	267	227
P 149	696810	267	228
P 150	696811	267	229
P 151	696812	267	230
P 152	696813	267	231
P 154	777482	311	430
P 155	777483	311	431
P 156	777484	311	432
P 157	777485	311	433
P 158	777486	311	434
P 159	777487	311	435
P 160	777488	311	436
P 161	777489	311	437
P 162	777490	311	438
P 163	777491	311	439
P 164	777492	311	440
P 165	777493	311	441
P 166	777494	311	442

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<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
P 167	777495	311	443
P 168	777496	311	444
P 169	777497	311	445
P 170	777498	311	446
P 171	777499	311	447
P 172	777500	311	448
P 173	777501	311	449
P 174	777502	311	450
P 175	777503	311	451
P 176	777504	311	452
P 177	777505	311	453
P 178	777506	311	454
P 179	777507	311	455
P 181	832896	354	81
P 182	832897	354	82
P 183	832898	354	83
P 184	832899	354	84
P 185	832900	354	85
P 186	832901	354	86
P 187	832902	354	87
P 188	832903	354	88
P 189	832904	354	89
P 190	832905	354	90
P 191	777518	311	466
P 192	777519	311	467
P 193	777520	311	468
P 194	777521	311	469
P 195	777522	311	470
P 196	777523	311	471
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P 198	777525	311	473
P 199	777526	311	474
P 200	777527	311	475
P 201	777528	311	476
P 202	777529	311	477
P 203	777530	311	478
P 204	777531	311	479
P 205	777532	311	480
P 207	777533	311	481
P 208	777534	311	482
P 209	777535	311	483
P 210	777536	311	484
P 211	777537	311	485
P 212	777538	311	486

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<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
P 212A	782689	315	494
P 213A	782690	315	495
P 214	782695	315	499
P 214A	782691	315	496
P 215A	782692	315	497
P 216A	782693	315	498
P 218A	784278	316	216
P 240	784279	316	215
P 241	784280	316	214
P 242	784281	316	213
P 243	784282	316	212
P 244	784283	316	211
P 245	784284	316	210
P 246	784285	316	209
P 247	784286	316	208
P 248	784287	316	207
P 249	784288	316	206
P 250	784289	316	205
P 251	784290	316	204
P 252	784291	316	203
P 253	784292	316	202
P 254	784293	316	201
P 267	784304	316	190
P 268	784305	316	189
P 269	784306	316	188
P 303	792436	321	304
P 312	792445	321	313
P 314	792447	321	315
P 316	792449	321	317
P 317	792450	321	318
P 318	792451	321	319
P 319	792452	321	320
P 320	792453	321	321
P 321	792454	321	322
P 322	792455	321	323
P 323	792456	321	324
P 324	792457	321	325
P 325	792458	321	326
P 326	792459	321	327
P 327	792460	321	328
P 328	793223	322	568
P 329	793224	322	569
P 330	793225	322	570
P 331	793226	322	571

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<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
P 332	793227	322	572
P 333	793228	322	573
WIN 22	732010	293	84
WIN 23	732011	293	85
WIN 24	732012	293	86
WIN 25	732013	293	87
WIN 26	732014	293	88
WIN 27	732015	293	89
WIN 28	732016	293	90
WIN 29	732017	293	91
WIN 30	732018	293	92
WIN 31	732019	293	93
WIN 32	732020	293	94
WIN 34	732022	293	96
WIN 35	732023	293	97
WIN 36	732024	293	98
WIN 37	732025	293	99
WIN 38	732026	293	100
WIN 39	732027	293	101
WIN 40	732028	293	102
WIN 41	732029	293	103
WIN 42	732030	293	104
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WIN 44	732032	293	106
WIN 99	732062	293	136
WIN 100	732063	293	137
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WIN 105	732068	293	142
WIN 106	732069	293	143
WIN 107	732070	293	144
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WIN 176	732124	293	198
WIN 177	732125	293	199
WIN 211	732155	293	229
WIN 212	732156	293	230
WIN 213	732157	293	231
WIN 214	732158	293	232
WIN 215	732159	293	233
IR #25	794099	323	377
IR #26	794100	323	378

<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
IR #27	794101	323	379
IR #28	794102	323	380
IR #29	794103	323	381
IR #30	794104	323	382
IR #31	794105	323	383
IR #32	794106	323	384
IR #33	794107	323	385
IR #34	794108	323	386
IR #35	794109	323	387
IR #36	794110	323	388
IR #37	794111	323	389
IR #38	794112	323	390
IR #39	794113	323	391
IR #40	794114	323	392
IR #41	794115	323	393
IR #42	794116	323	394
IR #43	794117	323	395
IR #44	794118	323	396
IR #45	794119	323	397
IR #46	794120	323	398
IR #47	794121	323	399
IR #48	794122	323	400
IR #49	794123	323	401
IR #50	794124	323	402
IR #51	794125	323	403
IR #52	794126	323	404
IR #89	794163	323	441
IR #90	794164	323	442
IR #91	794165	323	443
IR #92	794166	323	444
IR #93	794167	323	445
IR #94	794168	323	446
IR #95	794169	323	447
IR #96	794170	323	448
IR #97	794171	323	449
IR #98	794172	323	450
IR #99	794173	323	451
IR #100	794174	323	452
IR #101	794175	323	453
IR #102	794176	323	454
IR #103	794177	323	455
IR #104	794178	323	456
IR #105	794179	323	457
IR #106	794180	323	458

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IR #178	794252	323	530
IR #179	794253	323	531
IR #180	794254	323	532
IR #181	794255	323	533
IR #182	794256	323	534
IR #183	794257	323	535
IR #184	794258	323	536
IR #185	794259	323	537
IR #186	794260	323	538
IR #187	794261	323	539
IR #188	794262	323	540
IR #189	794263	323	541
IR #190	794264	323	542

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Exhibit A-2
The BGUS Properties
Eureka County Recording

<u>Claim Name</u>	<u>BLM Serial #</u>	<u>Book</u>	<u>Page</u>
PI 255	843289	359	1
PI 256	843290	359	2
PI 257	843291	359	3
PI 258	843292	359	4
PI 259	843293	359	5
PI 260	843294	359	6
PI 261	843295	359	7
PI 262	843296	359	8
PI 263	843297	359	9
PI 264	843298	359	10
PI 270	843299	359	11
PI 271	843300	359	12
PI 272	843301	359	13
PI 273	843302	359	14
PI 274	843303	359	15
PR 1	843359	358	358
PR 2	843360	358	359
PR 3	843361	358	360
PR 4	843362	358	361
PR 5	843363	358	362
PR 6	843364	358	363
PR 7	843365	358	364
PR 8	843366	358	365
PR 9	843367	358	366
PR 10	843368	358	367
PR 11	843369	358	368
PR 12	843370	358	369
PR 13	843371	358	370
PR 14	843372	358	371
PR 15	843373	358	372
PR 16	843374	358	373
PR 17	843375	358	374
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