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Eureka County - NV Mike Rebaleati - Recorder

Fee: \$52.00

Page 1 of 14 Recorded By: FES

Book- 535 Page- 02

No APN's – no transfer of title Deed of Royalties Only

Recorded at the request of and when recorded return to:

Wolfpack Gold (Nevada) Corp. c/o Leslie Olmstead 5450 Riggins Court, Suite 5 Reno, Nevada 89502

The undersigned affirms that this document does not contain the personal information of any person.

Deed of Royalties

This Deed of Royalties ("Deed") is made and entered into effective this 26th day of June, 2012 from Wolfpack Gold (Nevada) Corp., a Nevada corporation ("Wolfpack"), to Gold Standard Royalty (Nevada) Inc., a Nevada corporation ("GSR").

Recitals

Wolfpack, Wolfpack Gold Corp., a company incorporated under the laws of British Columbia ("Wolfpack Parentco"), GSR, and Golden Predator Corp., a corporation incorporated under the laws of British Columbia, are parties to the Asset Purchase Agreement dated June 6, 2012 (the "GSR Sale Agreement") pursuant to which Wolfpack agreed to grant to GSR the "Net Smelter Royalty" (as defined herein) in the properties more particularly described in Exhibit A (hereinafter collectively the "Properties" and each individually a "Property") attached to and by this reference incorporated in this Deed.

All capitalized words not otherwise defined shall have the respective meanings set forth in Exhibit B.

Wolfpack desires to grant to GSR the Net Smelter Royalty provided for in the GSR Sale Agreement.

In consideration of the sum of ten dollars (\$10.00), the receipt of which is acknowledged, and the parties' rights and obligations under the GSR Sale Agreement, the parties agree as follows:

- 1. Net Smelter Royalty. Wolfpack grants to GSR, and GSR's assigns and successors forever, and Wolfpack covenants for itself and its assigns and successors, to pay to GSR, and GSR's assigns and successors, a production royalty based on the Net Smelter Returns from the production or sale of minerals from each of the Properties payable after the commencement of Commercial Production from such Property (the "Net Smelter Royalty"). For greater certainty, the Net Smelter Royalty encumbers each of the Properties separately and the Net Smelter Royalty in respect of any one Property shall encumber, and shall only be payable from, the Net Smelter Returns to which Wolfpack is entitled in respect of that Property and shall not encumber any other claims.
 - 1.0.1 The Net Smelter Royalty percentage rate shall be 2.0% of the Net Smelter Returns with respect to Precious Metals derived from each of the Properties payable after the commencement of Commercial Production from such Property; and
 - 1.0.2 The Net Smelter Royalty percentage rate shall be 1.0% of the Net Smelter Returns with respect to all other metals and minerals derived from each of the Properties payable after the commencement of Commercial Production from such Property.

The Net Smelter Royalty shall be a nonadministrative, nonexecutive, nonparticipating and nonworking mineral production royalty.

- 1.1 Royalty on Property. The Net Smelter Royalty shall burden and run with the Properties, including any amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Properties. On amendment, conversion to a lease or other form of tenure, relocation or patenting of any of the unpatented mining claims which comprise all or part of the Properties, Wolfpack agrees and covenants to execute, deliver and record in the office of the recorder of the county in which all or any part of the Properties are situated an instrument by which Wolfpack grants to GSR the Net Smelter Royalty and subjects the amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to all of the burdens, conditions, obligations and terms of this Deed.
- 1.2 Notice of Commencement of Commercial Production. Wolfpack shall provide GSR with written notice of the date of commencement of Commercial Production on any of the Properties within ten days after the occurrence of such date.
- 1.3 Payment of Net Smelter Royalty. Wolfpack shall, within 45 days after the end of each calendar quarter ending after the date of commencement of Commercial Production on any of the Properties:

- (a) deliver to GSR a statement, showing in reasonable detail the calculation of Net Smelter Returns for such Property for such quarter together with documentation supporting the proceeds and payments underlying such calculation; and
- (b) pay to GSR the Net Smelter Royalty in respect of such Property for such quarter.
- 1.4 Arm's Length. Notwithstanding the definition of Net Smelter Returns, if the proceeds from the sales of ore, minerals or other products extracted or produced from any of the Properties are paid to a person not at arm's length to Wolfpack, or the payments deductible from proceeds are paid to a person not at arm's length to Wolfpack, the amount to be added to or deducted from Net Smelter Returns for such Property in respect of such sales or payments shall be the fair market value to Wolfpack, as delivered, of the ore, minerals, metals or other products or to Wolfpack of the subject matter of the payments at the time.
- 1.5 Audit. GSR shall have the right, within 90 days after the delivery to GSR of the annual audited financial statements of Wolfpack Parentco for each fiscal year during which Commercial Production from any of the Properties exists to request an audit of any of the Net Smelter Royalty calculations for the previous year by Wolfpack Parentco's public auditors, after which time period Wolfpack's calculations shall be deemed to be correct. The cost of such audit shall be paid by GSR unless the audit reveals that the amount paid on account of the Net Smelter Royalty for the fiscal year in question was more than 5% less than that calculated as being due by the auditor, in which case the cost of such audit shall be paid by Wolfpack.
- 2.0 Interest on Unpaid Amounts. If Wolfpack shall fail to pay any amount when due under this Deed, the unpaid amount shall bear interest from the due date thereof to the date of payment at the annual rate equal to the Prime Rate plus 3%, calculated and payable monthly.
- 3.0 Commingling. Wolfpack shall have the right to commingle any ores, minerals or mineral products from any of the Properties with ores, minerals and mineral products produced from other properties, provided that such commingling is accomplished after such ores, minerals or mineral products have been weighed or measured and sampled in accordance with sound mining and metallurgical practices. Any Net Smelter Royalty due hereunder shall be determined by equitable allocation between ores, minerals and mineral products from any of the Properties and ores, minerals and mineral products from other properties in accordance with sound accounting and metallurgical practices. Before the commencement of Commercial Production from any of the Properties that would involve commingling, Wolfpack shall present and explain the commingling procedures that will be used to GSR and give reasonable consideration to any concerns raised by GSR. Accurate records of tonnage, volume of products, analyses of products,

weight, assays of metal content, sales, and other records necessary for the computation of any Net Smelter Royalty due hereunder shall be kept by Wolfpack, and such shall be available for inspection by GSR, at GSR's sole expense, as applicable, at all reasonable times. In any dispute regarding the amount of any Net Smelter Royalty payable, the foregoing shall not alter the common law principles applicable to commingling regarding fair dealing and the burden of proof relating to the calculations of royalties payable.

4.0 General Provisions.

- 4.1 Entire Agreement. This Deed and the GSR Sale Agreement constitute the entire agreement between the parties with respect to the subject matter herein.
- 4.2 Additional Documents. The parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Deed.
- 4.3 Binding Effect. All of the covenants, conditions, and terms of this Deed shall bind and inure to the benefit of the parties and their successors and assigns.
- 4.4 No Partnership. Nothing in this Deed shall be construed to create, expressly or by implication, a joint venture, mining partnership or other partnership relationship between the parties.
- 4.5 Governing Law and Forum Selection. This Deed is to be governed by and construed under the laws of the State of Nevada. Any action or proceeding concerning the construction, or interpretation of the terms of this Deed or any claim or dispute between the parties shall be commenced and heard in the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, Reno, Nevada.
- 4.6 Severability. If any part, term or provision of this Deed is held by a court of competent jurisdiction to be illegal or in conflict with any laws or regulations, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Deed did not contain the particular part, term or provision held to be invalid.
- 4.7 Notices. Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party,

except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

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Gold Standard Royalty (Nevada) Inc.

5450 Riggins Court, Suite 5

Reno, Nevada 89502

If to Wolfpack Gold (Nevada) Corp.:

Wolfpack Gold (Nevada) Corp.

5450 Riggins Court, Suite 5

Reno, Nevada 89502

This Deed is effective June 26, 2012!

Wolfpack Gold (Nevada) Corp.

John W. Legg, President

PROVINCE OF BRITISH COLUMBIA

) SS.

CITY OF VANCOUVER

)

This Royalty Deed was executed before me on June 26, 2012, by John W. Legg, President of Wolfpack Gold (Nevada) Corp.

My commission does not expire.

CARRIE SCHROEDER

Barrister & Solicitor FRASER MILNER CASGRAIN LLP

20th Floor, 250 Howe Street Vancouver, B.C. V6C 3R8 Telephone (604) 687-4460

Exhibit A

Mining Claims

Kismet Property

The following 9 unpatented LODE mining claims situated in WHITE PINE COUNTY, Nevada in Sections 4, Township 21 North, Range 62 East, Mount Diablo Base Line and Meridian:

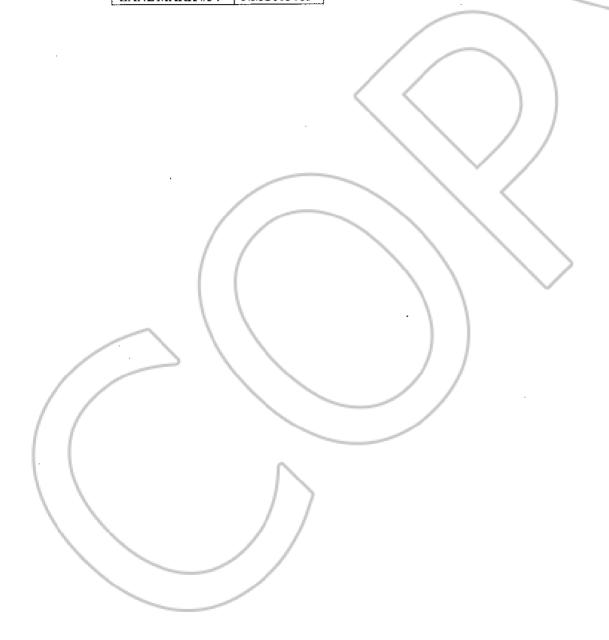
| Claim | BLM# |
|-------------|-----------|
| Name | |
| Kismet #2 | NMC75101 |
| Kismet #4 | NMC75103 |
| Kismet #11 | NMC75107 |
| Kismet #13 | NMC75108 |
| Kismet #103 | NMC103006 |
| Kismet #110 | NMC103013 |
| Kismet #112 | NMC103014 |
| Kismet #129 | NMC103023 |
| Kismet #131 | NMC103025 |



Landmark Property

The following 6 unpatented LODE mining claims situated in NYE COUNTY, Nevada in Sections 9, 10, 15, and 16, Township 11 North, Range 39 East, Mount Diablo Base Line and Meridian:

| Claim Name | BLM # |
|--------------|-----------|
| LANDMARK #29 | NMC113180 |
| LANDMARK #30 | NMC113181 |
| LANDMARK #31 | NMC113182 |
| LANDMARK #32 | NMC113183 |
| LANDMARK #33 | NMC113184 |
| LANDMARK #34 | NMC113185 |



Maggie Creek Property

The following 103 unpatented LODE mining claims situated in EUREKA COUNTY, Nevada in Sections 3, 4, 14, 24 and 26, Township 34 North, Range 51 East and Section 30, Township 34 North, Range 52 East, Mount Diablo Base Line and Meridian:

| Claim | BLM# |
|------------------|------------------------|
| Name | DIDIVI # |
| MC #1 | NMC100670 |
| MC #2 | NMC100670 NMC100671 |
| MC #3 | NMC100672 |
| MC #4 | NMC100673 |
| MC #5 | |
| MC #6 | NMC100674 NMC100675 |
| MC #7 | NMC100676 |
| MC #8 | NMC100677 |
| MC #9 | NMC100678 |
| MC #10 | NMC100678 NMC100679 |
| MC #11 | NMC100680 |
| MC #12 | NMC100681 |
| MC #12 MC #13 | NMC100682 |
| MC #14 | NMC100683 |
| MC #15 | NMC100684 |
| MC #16 MC #17 | NMC100685 |
| | NMC100685 NMC100686 |
| MC #18 | NMC100687 |
| MC #19 | NMC100688 |
| MC #20 | NMC100689 |
| MC #21 | NMC100690 |
| MC #22 | NMC100691 |
| MC #23 MC #24 | NMC100692 |
| | NMC100693 |
| MC #25 | NMC100694 |
| MC #26 | NMC100695 |
| MC #27 | NMC100696 NMC100697 |
| MC #28 | NMC100697 |
| MC #29 | NMC100698 |
| MC #30 | NMC100699 |
| MC #31 | NMC100700 |
| MC #32 | NMC100701 |
| MC #34 | NMC100702 |
| MC #35 MC #36 | NMC100703 NMC100704 |
| | |
| MC #37 | NMC100705 |
| MC #38 | NMC100706 |
| MC #39 | NMC100707 NMC100708 |
| MC #40 | |
| MC #41 | NMC100709 |

| Claim | |
|------------------|-----------|
| Name | BLM# |
| MC #42 | NMC100710 |
| | NMC100711 |
| MC #43 | NMC100711 |
| MC #44 | NMC100712 |
| MC #45 MC #46 | NMC100713 |
| MC #47 | NMC100714 |
| | NMC100715 |
| MC #48 | NMC100716 |
| MC #49 | NMC100717 |
| MC #50 | NMC100718 |
| MC #51 | NMC100719 |
| MC #52 | NMC100720 |
| MC #53 | NMC100721 |
| MC #54 | NMC100722 |
| MC #55 | NMC100723 |
| MC #56 | NMC100724 |
| MC #57 | NMC100725 |
| MC #58 | NMC100726 |
| MC #59 | NMC100727 |
| MC #60 | NMC100728 |
| MC #61 | NMC100729 |
| MC #62 | NMC100730 |
| MC #63 | NMC100731 |
| MC #64 | NMC100732 |
| MC #65 | NMC100733 |
| MC #66 | NMC100734 |
| MC #67 | NMC100735 |
| MC #68 | NMC100736 |
| MC #69 | NMC100737 |
| MC #70 | NMC100738 |
| MC #71 | NMC100739 |
| MC #72 | NMC100740 |
| MC #73 | NMC100741 |
| MC #74 | NMC100742 |
| MC #75 | NMC100743 |
| MC #76 | NMC100744 |
| MC #77 | NMC100745 |
| MC #78 | NMC100746 |
| MC #79 | NMC273059 |
| MC #80 | NMC273060 |
| MC #81 | NMC273061 |
| MC #82 | NMC273062 |
| MC #83 | NMC273063 |
| MC #84 | NMC273064 |
| MC #85 | NMC273065 |
| MC #86 | NMC273066 |
| MC #87 | NMC273067 |
| MC #88 | NMC273068 |



| Claim | BLM# | |
|---------|-----------|-----|
| Name | | |
| MC #89 | NMC273069 | |
| MC #90 | NMC273070 | \ \ |
| MC #91 | NMC273071 | |
| MC #92 | NMC273072 | \ \ |
| MC #93 | NMC273073 | \ \ |
| MC #94 | NMC273074 | \ \ |
| MC #95 | NMC273075 | |
| MC #96 | NMC273076 | |
| MC #97 | NMC273077 | |
| MC #98 | NMC515882 | |
| MC #99 | NMC515883 | |
| MC #100 | NMC515884 | |
| MC #101 | NMC515885 | |
| MC #102 | NMC515886 | |
| MC #103 | NMC515887 | |
| CV#112 | NMC650284 | |
| | | |
| | | |

North Monitor Property

The following 64 unpatented LODE mining claims situated in NYE COUNTY, Nevada in Sections 5-8 and 22, Township 6 North, Range 46 East and Sections 31 and 32, Township 7 North, Range 46 East, Mount Diablo Base Line and Meridian:

| Claim Name | BLM # |
|------------|-----------|
| KRAUT #5 | NMC210078 |
| KRAUT #7 | NMC210080 |
| KRAUT #8 | NMC210081 |
| KRAUT #9 | NMC210082 |
| KRAUT #10 | NMC210083 |
| KRAUT #11 | NMC210084 |
| KRAUT #12 | NMC210085 |
| KRAUT #13 | NMC210086 |
| KRAUT #14 | NMC210087 |
| KRAUT #15 | NMC210088 |
| KRAUT #16 | NMC210089 |
| KRAUT #17 | NMC210090 |
| KRAUT #18 | NMC210091 |
| KRAUT #19 | NMC210092 |
| KRAUT #20 | NMC210093 |
| KRAUT #52 | NMC218033 |
| KRAUT #54 | NMC218034 |
| KRAUT #56 | NMC218035 |
| KRAUT #58 | NMC218036 |
| KRAUT #60 | NMC218037 |
| KRAUT #62 | NMC218038 |
| KRAUT #64 | NMC218039 |
| KRAUT #66 | NMC218040 |
| KRAUT #67 | NMC218041 |
| KRAUT #68 | NMC218042 |
| KRAUT #69 | NMC218043 |
| KRAUT #70 | NMC218044 |
| KRAUT #71 | NMC218045 |
| KRAUT #72 | NMC218046 |
| KRAUT #73 | NMC218047 |
| KRAUT #74 | NMC218048 |
| KRAUT #75 | NMC218049 |
| KRAUT #76 | NMC218050 |
| KRAUT #77 | NMC218051 |
| KRAUT #78 | NMC218052 |
| KRAUT #79 | NMC218053 |
| KRAUT #80 | NMC218054 |
| DANBO NO 5 | NMC729382 |
| DANBO NO 6 | NMC729383 |
| DANBO NO 7 | NMC729384 |

| Claim Name | BLM# | |
|----------------|-------------|---------|
| DANBO NO 11 | NMC729385 | |
| DANBO NO 12 | NMC729386 | () |
| DANBO NO 36 | NMC729387 | \ \ |
| KANO NO 5 | NMC776251 | \ \ |
| KANO NO 6 | NMC776252 | \ \ |
| KANO NO 7 | NMC776253 | \ \ |
| KANO NO 8 | NMC776254 | \ \ |
| KANO NO 9 | NMC776255 | |
| KANO NO 10 | NMC776256 | |
| KANO NO 11 | NMC776257 | |
| KANO NO 12 | NMC776258 | |
| KRAUT NO 1 | NMC779232 | |
| KRAUT NO 2 | NMC779233 | |
| KRAUT NO 3 | NMC779234 | |
| KRAUT NO 4 | NMC779235 | |
| KRAUT NO 6 | NMC779236 | |
| KRAUT NO 48 | NMC779237 | |
| | NMC779237 | |
| KRAUT NO 50 | NMC779238 | |
| KRAUT NO 85 | | |
| KRAUT NO 86 | NMC779240 | |
| KRAUT NO 87 | NMC779241 | \ \ \ / |
| 29 PINES NO. 4 | NMC734709 | _ / / |
| DANBO NO 3 | NMC791676 | |
| DANBO NO 4 | NMC791677 | |
| | | |
| | | |

Exhibit B

Defined Terms

- 1. "Claims" means the mining claims that comprise the Properties.
- of any of the Claims when the concentrator processing ores, for other than testing purposes, has operated for a period of 30 consecutive production days at an average rate of not less than 60% of the projected production rate specified in a feasibility study recommending placing any of the relevant Claims in commercial production or other production plan being pursued or, if a concentrator is not erected on such Claims, when ores have been produced for a period of 30 consecutive production days at the rate of not less than 60% of the mining rate specified in a feasibility study recommending placing such Claims in commercial production, but specifically excludes the milling of ores for the purpose of testing or milling (to a maximum of 500 tons in respect of each of the Claims) by a pilot plant or milling during an initial tune-up period of a plant.
- 3. "Net Smelter Returns" means, subject to Paragraph 1.4 hereof, the net proceeds received from the sale of ore, or ore concentrates, metals or other mineral products from the relevant Claim to a smelter or other purchaser, after payment of:
 - (a) smelter and refining charges;
 - (b) government imposed production and ad valorem taxes (excluding taxes on income);
 - (c) ore treatment charges, penalties and any and all charges made by the purchaser of ore or concentrates. In the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovering costs incurred beyond the point at which the metal being treated is in solution, shall be considered as treatment charges;
 - (d) any and all transportation and insurance costs which may be incurred in connection with the transportation of ore, concentrates or other products, ex-headframe in the case of ores and ex-mill or other treatment facility in the case of concentrates or other products; and
 - (e) all umpire charges which Wolfpack may be required to pay.

- 4. "Precious Metals" includes platinum, rhodium, gold, iridium, osmium, palladium, rhenium, ruthenium and silver.
- 5. "Prime Rate" means at any particular time, the reference rate of interest, expressed as a rate per annum that the Bank of Montreal, at its main office in Vancouver, British Columbia, establishes as its prime rate of interest in order to determine interest rates that it will charge for demand loans in Canadian dollars to its most credit worthy customers.

