

Assessor's Parcel No.:N/A

When recorded mail to:

Lionel Sawyer & Collins  
50 W. Liberty Street, Suite 1100  
Reno, NV 89501  
Attn: Colleen A. Dolan

**DOC # 0221524**

09/24/2012

12:03 PM

**Official Record**

Recording requested By  
GOLD STANDARD ROYALTY

**Eureka County - NV**

**Mike Rebaleati - Recorder**

Fee: \$57.00

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RPTT:

Recorded By: FES

Book- 538 Page- 0335



0221524

**DEED OF TRUST, ASSIGNMENT OF ROYALTIES, LEASES AND RENTS  
AND SECURITY AGREEMENT**

Gold Standard Royalty (Nevada) Inc., a Nevada corporation  
Trustor

Stewart Title of Northern Nevada  
Trustee

and

MF Investment Holding Company 1 (Cayman) Limited  
Beneficiary

Dated: September 25, 2012

## **DEED OF TRUST, ASSIGNMENT OF ROYALTIES, LEASES AND RENTS AND SECURITY AGREEMENT**

THIS DEED OF TRUST, ASSIGNMENT OF ROYALTIES, LEASES AND RENTS AND SECURITY AGREEMENT ("Deed of Trust"), dated as of September ~~25~~ 2012, between Gold Standard Royalty (Nevada) Inc., a Nevada corporation ("Trustor"), Stewart Title of Northern Nevada ("Trustee") and MF Investment Holding Company 1 (Cayman) Limited ("Beneficiary").

Reference is made to the Senior Secured Facility Agreement (as amended, supplemented or otherwise modified from time to time, the "Facility Agreement") among Golden Predator Corp. as Borrower, the parties listed on Exhibit 1 thereto as additional Loan Parties and Beneficiary as Lender with respect to loans by Lender to Borrower in the maximum aggregate principal amount of \$35,000,000. Trustor is one of the additional Loan Parties. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Facility Agreement. Pursuant to a Guarantee of even date (the "Guarantee"), Trustor has guaranteed the Obligations of Borrower and has agreed that the Guarantee be secured by this Deed of Trust.

THEREFORE, Trustor hereby covenants and agrees as follows:

### **SECTION 1 Grant of Security Interests**

Trustor irrevocably grants, bargains, sells, transfers and assigns to Trustee in trust, with power of sale, the following (collectively, the "Real Property"):

(a) All interests the Trustor may have or may hereafter acquire in those certain unpatented mining claims and millsite claims described in Exhibit A attached hereto and made a part hereof as if fully set forth (the "Land"); together with

(b) All interest which Trustor may have or may hereafter acquire in all water, water rights and the permits and other evidence of authority or approval to appropriate and/or use ground or surface water in connection with the Land; together with

(c) All buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements") and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or



desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements; together with

(d) those royalties, overriding royalties, net profits interests, production payments and similar interests described on Exhibit B attached hereto and incorporated herein by reference (the "Royalty Rights"); together with

(e) Except as reserved to the United States of America, all existing and future appurtenances, privileges, easements, franchises, hereditaments and tenements of the Land, including all minerals and ores, together with all dips, spurs and angles, minerals and ores therein, mineral products, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, possessory rights, privileges, franchises and the all development rights and credits incident, appendant, appurtenant, or therewith usually had and enjoyed, air rights, water courses, and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the and Improvements.

1.02 There is hereby assigned to Beneficiary the Royalty Rights, and lessor's interest in any and all leases of the Real Property and/or Personal Property, as hereinafter defined, or any portion thereof, now or hereafter owned or entered into by Trustor or any other party claiming by, through or under Trustor and all rents, issues, profits, revenue, income and proceeds of the Property, including, without limitation, the leases of the Land described on Exhibit C attached hereto (the "Mining Leases") (All of said leases and any and all interest in said leases or any guarantee thereof shall hereinafter be referred to as the "Leases"). The lessees under the Leases and the obligors under the Royalty Rights may and shall rely upon the receipt of any notice from Beneficiary that Trustor is in default hereunder and thereafter Beneficiary, or Beneficiary's designee, shall be paid all rents and royalty payments due under the Leases and the Royalty Rights until the lessees or obligors thereunder are notified otherwise in writing by Beneficiary or until directed otherwise by a final judgment of a court of competent jurisdiction. Although it is the intention of the parties that this instrument shall be a present assignment, Beneficiary shall not exercise any of the rights or powers conferred in this Section 1.02 until a default shall occur under this Deed of Trust, but upon the occurrence of any such default Beneficiary shall be entitled to all the above-mentioned rents, Royalty Rights, issues, profits, rights and privileges, and to apply the same in its sole and absolute discretion.

Trustor grants Beneficiary, pursuant to the Nevada Uniform Commercial Code, a present and continuing security interest in and to all of the goods, equipment, fixtures, building materials, books and records of Trustor, now or which may hereafter be located on or used in connection with the Real Property, together with all contract rights, plans, specifications and other similar documents, rights to trademarks and names of Trustor and goodwill associated therewith, all minerals and associated byproducts mined or obtained from the Real Property, including, without limitation, all clays, metals, mineral-bearing ores, precipitates, concentrates, or the mineral-bearing material which is mined, removed or extracted from the Land, or which is derived from the matter mined, removed or extracted from the Land, and all proceeds thereof, all general intangibles, accounts, investment property, deposit accounts, chattel paper, documents, letter of



credit rights, letters of credit, money and instruments with respect to said Real Property and policies of insurance arising out of or in connection with the Real Property or the herein described property, all proceeds of any fire and/or builders risk insurance policy or any other policy insuring the Real Property or the herein described property against any other perils, and all awards made in eminent domain proceedings, or purchase in lieu thereof, with respect to the Real Property or the herein described property, together with all additions to, substitutions for, proceeds of, changes in or replacements of the whole or any part of said personal property and this instrument shall constitute a security agreement with respect thereto. (All of the foregoing are herein referred to as "Personal Property." The Personal Property, Real Property and Leases are collectively referred to as the "Property.")

This Deed of Trust is for the purpose of securing:

Performance of each and every term, covenant and condition incorporated by reference or contained herein.

Payment and performance of Trustor's guarantee of the Obligations pursuant to the Guarantee including, without limitation, the indebtedness in the maximum aggregate principal amount of \$35,000,000.

Payment of such additional sums as may hereafter be advanced hereunder for the account of Trustor or its assigns by Beneficiary, with interest thereon.

Performance of each and every term, covenant and condition pursuant to Trustor's Guarantee, including, without limitation, the Obligations.

### **Warranties and Covenants of Trustor**

Trustor represents and warrants that:

Trustor has full, complete and marketable title to the Property.

This Deed of Trust is and will remain a valid and enforceable first lien on the Property subject only to those exceptions heretofore approved of in writing by Beneficiary.

Trustor has not performed any act and is not bound by any instrument which would prevent Beneficiary from enforcing this Deed of Trust.

Trustor has all requisite power and authority and all licenses, permits and authorizations necessary to own and operate its properties and businesses as currently operated and conducted or proposed to be.

None of the transactions in connection with which this Deed of Trust is given will violate or result in a violation of Section 7 of the Securities Exchange Act of 1934, as amended, or any regulations issued pursuant thereto, including, without limitation, Regulations G, T, U and X of the Board of Governors of the Federal Reserve System.

Trustor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, or the regulations thereunder); Trustor understands that the certification in this clause (k) may be disclosed to the Internal Revenue Service by Beneficiary and that any false statement contained herein could be punished by fine, imprisonment, or both. The person or persons executing this Deed of Trust each declares under penalties of perjury that he had examined this certification and to the best of his knowledge and belief it is true, correct and complete, and further declares that he has authority to sign this certification on behalf of Trustor.

Trustor is a corporation duly organized, validly existing and in good standing in the State of Nevada.

Trustor has the corporate power and authority to execute, deliver and perform all of its obligations under this Deed of Trust and each other documents contemplated by, or required in connection with, the transactions pursuant hereto and has taken all corporate action required in connection with such execution, delivery and performance.

Trustor shall complete in a good and workmanlike manner any building or other improvements which may be constructed on the Real Property and pay when due all claims for labor performed and materials furnished therefore. Trustor shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, easements and agreements pertaining to the Property or Trustor's use thereof. Trustor shall not commit or permit any waste thereon, nor commit, suffer or permit any act to be done in or upon the Property in violation of law.

Trustor agrees to pay and discharge all costs, fees and expenses in connection with this Deed of Trust, including, but not limited to, Beneficiary's and Trustee's costs and expenses, including attorneys' fees, in any litigation with respect hereto, in connection herewith, any transactions related hereto, the Property or any interest therein and the cost of evidence of title and trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon demand by either Beneficiary or Trustee.

Trustor immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, any part thereof, or any interest therein, will notify Beneficiary of the pendency of such proceedings. Beneficiary may, but shall not be required to, participate in any such proceedings and Trustor from time to time will deliver to Beneficiary all instruments requested by it to permit such participation. Trustor shall pay all of Beneficiary's costs and expenses, including, but not limited to, attorneys' fees, incurred in any such proceedings. In the event of such condemnation proceedings, any award or compensation shall be paid to Beneficiary and shall be applied, after payment of all costs and expenses of Beneficiary and/or Trustee incurred in collecting the same, in such manner as Beneficiary elects in its sole and absolute discretion, without regard to whether or not its security hereunder has been impaired. For the purposes hereof, any proceeding to acquire any interest in or affecting the value of the



Property, or seeking damages therefor, including, but not limited to, severance or change of grade, whether by court action or purchase in lieu thereof, shall be deemed a proceeding for condemnation and any award for inverse condemnation shall be deemed condemnation proceeds.

Trustor shall pay when due, before delinquency, all taxes, assessments, levies, utility fees and all other fees and charges of every kind and nature, whether of a like or different nature, imposed upon or assessed against or which may become a lien on the Property, or any part thereof, or arising from, by reason of or in connection therewith, the use thereof or this Deed of Trust. In addition, Trustor shall file all required tax forms with the appropriate governmental authorities on or before the day they become due. Trustor will, within thirty (30) days after the due date therefor, deliver to Beneficiary receipts evidencing payment of taxes, assessments, levies, fees and charges as required in this Section 2.05.

If any action or proceeding shall be instituted for any purpose affecting the Property, any part thereof, any interest therein, title thereto or this Deed of Trust, or should Trustor receive any notice from any governmental agency relating to the structure, use or occupancy of the Property, Trustor will immediately upon service thereof on or by Trustor, deliver to Beneficiary true copies of each notice, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any action or proceeding. Immediately upon becoming aware of any development or other information which may materially and adversely affect the property, business, prospects, profits or condition (financial or otherwise) of Trustor or the Property or the ability of Trustor to perform the obligations secured hereby, Trustor shall notify Beneficiary of the nature of such development or information and such anticipated effect. Without limiting the generality of the foregoing, Trustor shall promptly notify Beneficiary of any substantial change in the occupancy rate of the Real Property.

Trustor promises and agrees that if during the existence of this Deed of Trust there be commenced or pending any suit, action, arbitration, or other proceeding affecting the Property, any part thereof, or in relation thereto, the title thereto or this Deed of Trust, or if any adverse claim for or against said Property, or any part thereof, be made or asserted, it will appear in and defend any such matter and will pay all costs and damages arising because of such proceeding. Beneficiary may elect to appear in any such proceeding. Beneficiary shall have the option to control such action or defense, whether or not Beneficiary elects to appear. If Beneficiary elects to appear in any such action or proceeding, Beneficiary shall have the right to retain counsel of its choice. Trustor shall be solely responsible for any and all expenses and costs, including, but not limited to, the fees of counsel retained by Beneficiary, which are incurred pursuant to this section. If Beneficiary elects to appear in or control any action or proceeding, Trustor agrees to indemnify Beneficiary against, release Beneficiary from, and hold Beneficiary harmless from any damages, liability, costs, expenses, litigation, or claims incurred in or in connection with such action or appearance or in the exercise of such control, except as a result of Beneficiary's gross negligence or wilful misconduct.

Trustor will not permit or suffer the filing of any mechanics', materialmen's, or other liens against the Property, any part thereof, any interest therein, or the revenue, rents, issues, income and profits arising therefrom. If any lien shall be filed against the Property, any part thereof, or



any interest therein, Trustor agrees to discharge the same of record within ten (10) days after the same shall have been filed; provided, however, that Trustor may contest the validity of any such lien so long as such lien is discharged by bond or otherwise as is reasonably necessary to prevent the lien claimant from foreclosing on the Property during the pendency of such contest. Trustor shall diligently prosecute such contest and promptly pay all amount necessary to cause a discharge of the lien upon completion of the contest or as otherwise necessary to prevent a foreclosure of such lien.

Trustor shall take any and all such action as may be necessary to prevent any third parties from acquiring any prescriptive easement upon, over, or across any part of the Property, or from acquiring any rights whatsoever to or against the Property by virtue of adverse possession.

The sale, agreement to sell, transfer, assignment, mortgage, pledge, hypothecation or encumbrance, including, but not limited to, the granting of any option to do any of the foregoing, whether voluntary or involuntary, by agreement, operation of law or otherwise, of the whole or any portion of Trustor's right, title or interest in and to the Property or any portion thereof without the prior written consent of Beneficiary shall constitute a default hereunder and shall entitle Beneficiary to accelerate the indebtedness secured hereby in the same manner as in the case of any other default. Any lease for a term (including options to extend) greater than 1 year shall be deemed a sale for the purpose of this Section 2.10. The sale, transfer, assignment, mortgage, pledge, hypothecation, charging or encumbrance in the aggregate of greater than ten percent (10%) of any class of Trustor's stock shall also entitle Beneficiary to accelerate the indebtedness secured hereby.

Trustor will enforce the covenants, agreements, terms and conditions to be performed by any other parties to any construction contracts and other agreements, bonds, leases, licenses, rental agreements, geological surveys, plans and specifications, documents, chattel paper, instruments, and other contracts and policies of insurance encumbered hereby in accordance with their terms and will not enter into, modify or amend or permit the modification or amendment thereof and will not cancel, surrender, fail to renew or permit the cancellation, surrender or failure to renew of any of the foregoing without, in each case, the prior written consent of Beneficiary.

Trustor will protect, indemnify, save harmless and defend Beneficiary and Trustee and their officers, directors, shareholders, employees, successors and assigns from and against any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands imposed upon or incurred by or asserted against Beneficiary and/or Trustee by reason of (a) ownership by Trustee or Beneficiary of its interest in the Property pursuant to this Deed of Trust, (b) any accident or injury to or death of persons or loss of or damage to or loss of the use of property occurring on or about the Property or any part thereof, (c) any use, non-use or condition of the Property or any part thereof, (d) any failure on the part of Trustor to perform or comply with any of the terms of this Deed of Trust or any instrument or agreement secured hereby, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof made or suffered to be made by or on behalf of Trustor, (f) any negligence or tortious act on the part of Trustor or any of its respective agents, contractors, lessees, licensees or invitees, (g) any work in



connection with any alterations, changes, new construction or demolition of the Property, whether or not permitted hereunder or (h) the exercise by Beneficiary of any of its rights and remedies, or the performance of any of obligations, under this Deed of Trust. All amounts payable to Beneficiary or Trustee, as the case may be, under this Section 2.12 shall be payable on demand and shall be deemed indebtedness secured by this Deed of Trust.

Trustor covenants and represents that none of the funds or assets that are used to repay the indebtedness secured hereby shall constitute property of, or shall be beneficially owned directly or, to Trustor's best knowledge, indirectly, by any Person subject to sanctions or trade restrictions under United States law ("Embargoed Person" or "Embargoed Persons") that are identified on (a) the "List of Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control ("OFAC"), U.S. Department of the Treasury, and/or to Trustor's best knowledge, as of the date thereof, based upon reasonable inquiry by Trustor, on any other similar list pursuant to any authorizing statute including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Order or regulation promulgated thereunder, with the result that the investment in Trustor (whether directly or indirectly), is prohibited by law, or the loan made by Beneficiary would be in violation of law, or (b) Executive Order 13224 (September 23, 2001) issued by the President of the United States ("Executive Order Blocking Mortgaged Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism") any related enabling legislation or any other similar Executive Orders. Trustor covenants and represents that no Embargoed Person shall have any direct interest, and to Trustor's best knowledge, based upon reasonable inquiry by Trustor, indirect interest, of any nature whatsoever in Trustor, with the result that the investment in Trustor (whether directly or indirectly) is prohibited by law or the loan is in violation of law.

2.14 Trustor shall maintain each unpatented mining claim or millsite described on Exhibit A in good standing during the term of this Deed of Trust, except that Trustor may abandon one or more unpatented claims with, and only with, Beneficiary's prior written consent. Trustor shall deliver a copy of each document filed annually with the County Recorder of each county where any of the Land is located and/or the Bureau of Land Management for purposes of maintaining such unpatented claims in good standing under federal and Nevada mining laws promptly upon such recordation or filing.

2.15 With respect to the Mining Leases:

(a) Trustor shall perform and comply with all agreements, covenants, terms, and conditions imposed on or assumed by Trustor as tenant under federal, state and local mining laws, rules and regulations ("Mining Laws"), and if Trustor fails to do so, Beneficiary may, but shall not be obligated to, take any action Beneficiary deems necessary or desirable to prevent or to cure any default by Trustor in the performance of or compliance with any of Trustor's covenants or obligations under the Mining Laws. On receipt by Beneficiary from the Bureau of Land Management, of any written notice of default by the Trustor thereunder, Beneficiary may rely thereon and take any action as stated above to cure such default even though the existence of such default or the nature thereof is questioned or denied by Trustor or by any party on behalf of



Trustor. Trustor hereby expressly grants to Beneficiary, and agrees that Beneficiary shall have, the absolute and immediate right to enter in and on the Property to such extent and as often as Beneficiary, in Beneficiary's sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Trustor. Beneficiary may pay such sums of money as Beneficiary, in its sole discretion, deems necessary for any such purpose, and Trustor hereby agrees to pay to Beneficiary, immediately and without demand, all such sums so paid by Beneficiary, together with interest thereon from the date of each such payment at the rate equal to the note rate. All sums so paid and expended by Beneficiary and the interest thereon shall be added to and be secured by the lien hereof.

(b) Trustor will pay or cause to be paid, as the case may be, payments and charges required to be paid by Trustor under or pursuant to the provisions of the Mining Leases.

(c) Trustor will diligently perform and observe all of the terms, covenants and conditions of the Mining Leases required to be performed and observed by Trustor to the end that all things shall be done which are necessary to keep unimpaired Trustor's rights under the Mining Leases.

(d) Trustor will promptly advise Beneficiary in writing of the giving of any notice by any lessor of any default by Trustor in the performance or observance of any of the terms, covenants or conditions of the Mining Leases on the part of Trustor to be performed or observed and Trustor will deliver to Beneficiary a true copy of each such notice.

(e) Trustor will not release, surrender or terminate any Mining Lease without the prior written consent of Beneficiary nor without similar consent of Beneficiary modify any Mining Lease in any manner whatsoever, whether or not such modification would impair the security of this Deed of Trust.

### **Trustee's and Beneficiary's Rights**

The waiver or release by Beneficiary or Trustee of any default or of any of the provisions, covenants and conditions hereof on the part of Trustor to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Trustor to Beneficiary or Trustee shall not be construed to be a waiver or release of any preceding breach by Trustor of any provision, covenant or condition of this Deed of Trust other than the failure of Trustor to pay the particular sum so accepted, regardless of Beneficiary's or Trustee's knowledge of such preceding breach at the time of acceptance of such payment. No payment by Trustor or receipt by Beneficiary of a lesser amount than the amount herein provided shall be deemed to be other than on account of the earliest sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Beneficiary may accept any check or payment without prejudice to Beneficiary's right to recover the balance of such sum or pursue any other remedy provided in this Deed of Trust. The consent by Beneficiary or Trustee to any matter or event requiring such

consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

Beneficiary shall be subrogated to the lien of any and all prior encumbrances, liens, or charges paid or discharged from the proceeds of the Loan, and even though said prior liens may have been released of record, the payment and performance of the Guarantee shall be secured by such liens on the portions of the Property affected thereby to the extent of such payments. In consideration of the advances made to Trustor, Trustor hereby waives and releases all demands and causes of action for offsets, payments and rentals to, upon, and in connection with said prior indebtedness.

Notwithstanding the right otherwise provided to Trustor to collect rent and other payments pursuant to the Leases or under the Royalty Rights while Trustor is not in default under the Guarantee, the Loan Documents or this Deed of Trust, if there is filed any petition in bankruptcy by or against any lessee under any of the Leases or obligor under the Royalty Rights or there is appointed a receiver or trustee to take possession of all or a substantial portion of the assets of such lessee or obligor or there is a general assignment by such lessee or obligor for the benefit of creditors, or any action is taken by or against such lessee or obligor under any state or federal insolvency law or bankruptcy act, or any similar law now or hereafter in effect, Beneficiary is appointed a creditor of such lessee or obligor and is entitled to recover on any claim or right of recovery that Trustor may have against such lessee or obligor or its receiver or trustee; provided, however, that Beneficiary shall not be obligated to pursue any such claim or right of recovery. Beneficiary may apply any such recovery against any obligation secured hereby in such manner as it may deem desirable, in its sole and absolute discretion.

Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property.

Beneficiary may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder, of each county in which the Land is located, shall be conclusive proof of the proper substitution of such successor trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original trustee. If there be more than one trustee, either may act alone and execute these trusts upon the request of Beneficiary and his acts shall be deemed to be the acts of all trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

Without affecting the liability of Trustor or any other Person, except any Person expressly released in writing, for payment of any indebtedness secured hereby or for performance of any of the obligations or any of the terms, covenants and conditions hereof, and without affecting the rights of Trustee and Beneficiary with respect to any security not expressly released in writing, at any time and from time to time, without notice or consent other than consent of Beneficiary, Trustee and/or Beneficiary may:

Release any Person liable for payment of all or any part of the indebtedness or for the performance of any obligation.

Make any agreement extending the time or otherwise altering the terms of payment of all or any part of said indebtedness or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or charge hereof.

Exercise or refrain from exercising or waive any right either of them may have.

Accept additional security of any kind.

Release or otherwise deal with any property, real or personal, securing the obligations secured hereby.

If Trustor fails to execute, acknowledge or deliver to Beneficiary any and all mortgages, assignments, transfers, assurances, financing statements, maps, and other instruments or documents required to be so executed, acknowledged or delivered hereunder, within fifteen (15) days after Beneficiary's demand or such lesser period as may be provided elsewhere herein, then Trustor hereby appoints Beneficiary as Trustor's true and lawful attorney-in-fact to act in Trustor's name, place and stead to execute, acknowledge and deliver the same.

Whenever under any provision of this Deed of Trust Trustor shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Trustor fails, refuses or neglects to perform as herein required, Beneficiary shall be entitled, but shall not be obligated, to make any such payment or expenditure or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Trustor. In such event, the amount thereof with interest thereon at the rate of twelve percent (12%) per annum ("Agreed Rate") shall be paid by Trustor to Beneficiary on demand. Without limiting the generality of the foregoing, any act or payment by Beneficiary to cure, forestall, prevent or mitigate default hereunder shall be at the sole option of Beneficiary, shall be at the cost of Trustor and shall be reimbursed to Beneficiary as above provided. Beneficiary shall not be bound to inquire into the validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim, or charge before making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure. All funds advanced by Beneficiary pursuant to this Section 3.08 or any other provision of this Deed of Trust for the performance of any obligation of Trustor or to protect Beneficiary's security shall be deemed obligatory advances regardless of the Person to whom such funds are furnished and such advances, together with interest thereon at the Agreed Rate, shall be secured by this Deed of Trust.

Any default in the performance of any term, covenant or condition contained herein or in any instrument or obligation secured hereby shall be a default hereunder, including, without limitation, a default under the Guarantee or any of the Obligations.

The collection of rents or payments under the Royalty Rights and the application thereof by Beneficiary or any receiver obtained by Beneficiary shall not cure or waive any default or notice thereof, or invalidate any act of Beneficiary pursuant thereto. In the exercise of the powers

herein granted Beneficiary, Beneficiary shall not be deemed to have affirmed any Lease or subordinated the lien hereof thereto nor shall any liability be asserted or enforced against Beneficiary, all such liability being hereby expressly waived and released by Trustor. Neither Beneficiary nor any receiver shall be obligated to perform or discharge any obligation, duty or liability under any Lease or under or by reason of the assignment contained in this Deed of Trust and Trustor shall and does hereby agree to protect, indemnify, save harmless and defend Beneficiary and such receiver from and against any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands which they may or might incur by reason of, arising from, or in connection with the Leases, such assignment, any alleged obligations or undertakings on their part to perform or discharge any of the terms, covenants or agreements contained in the Leases, any alleged affirmation of or subordination to the Leases, or any action taken by Beneficiary or such receiver pursuant to any provision of this Deed of Trust. Without limiting the generality of the foregoing, no security deposited by the lessee with the lessor under the terms of any Lease hereby assigned has been transferred to Beneficiary, and Beneficiary assumes no liability for any security so deposited.

In the event of any default hereunder or in the performance of any of the obligations secured hereby, Beneficiary may exercise any and all of its rights provided hereunder or by law. Without limiting the generality of the foregoing, Beneficiary may immediately exercise its assignment of the rents assigned hereunder and advise the obligors under the Royalty Rights to make all future payments to Beneficiary and any Personal Property may, at the sole and absolute option of Beneficiary, (i) be sold hereunder, (ii) be sold pursuant to the Uniform Commercial Code of the State of Nevada, or (iii) be dealt with by Beneficiary in any other manner provided by statute, law or equity. Without limiting the foregoing, Beneficiary may require Trustor to assemble the Personal Property and make it available to Beneficiary at a place to be designated by Beneficiary. In the event of a default, Beneficiary shall be the attorney-in-fact of Trustor with respect to any and all matters pertaining to the Property with full power and authority to give instructions with respect to the collection and remittance of payments, to endorse checks, to enforce the rights and remedies of Trustor, and to execute on behalf of Trustor and in Trustor's name any instruction, agreement or other writing required therefor. This power shall be irrevocable and deemed to be a power coupled with an interest. Beneficiary may, in its sole discretion, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the Personal Property in accordance with the Uniform Commercial Code. Trustor acknowledges and agrees that a disposition of the Personal Property in accordance with Beneficiary's rights and remedies in respect to real property as hereinabove provided is a commercially reasonable disposition thereof. Trustor acknowledges and agrees that the fact that the price obtained at a private sale may be less than the price which might have been obtained at a public sale does not render a private sale unreasonable even if Beneficiary accepts the first offer received and does not offer the subject property to more than one offeree.

In the event of any default hereunder or in the performance of the obligations secured hereby, Beneficiary may, to the full extent permitted by law, in addition to all other rights and remedies, forthwith after any such default enter upon and take possession of the Property, complete any buildings or other improvements under construction, construct new improvements and make modifications to and/or demolish any of the foregoing.





Should default be made by Trustor in payment or performance of any indebtedness or other obligation or agreement secured hereby and/or in performance of any agreement herein, or should Trustor otherwise be in default hereunder, Beneficiary may, subject to NRS 107.080, declare all sums secured hereby immediately due by delivery to Trustee of a written notice of breach and election to sell (which notice Trustee shall cause to be recorded and mailed as required by law).

After three (3) months shall have elapsed following recordation of any such notice of breach, Trustee shall sell the property subject hereto at such time and at such place in the State of Nevada as Trustee, in its sole discretion, shall deem best to accomplish the objects of these trusts, having first given notice of such sale as then required by law. In the conduct of any such sale Trustee may act itself or through any auctioneer, agent or attorney. The place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada. If Trustee or its successor shall have recorded notice of breach or given notice of sale hereunder, any successor Trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice or breach or sale had been given by the successor Trustee.

Upon the request of Beneficiary or if required by law Trustee shall postpone sale of all or any portion of said property or interest therein by public announcement at the time fixed by said notice of sale, and shall thereafter postpone said sale from time to time by public announcement at the time previously appointed.

At the time of sale so fixed, Trustee shall sell the property so advertised or any part thereof or interest therein either as a whole or in separate parcels, as Beneficiary may determine in its sole and absolute discretion, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed or deeds or other appropriate instruments conveying the property so sold, but without covenant or warranty, express or implied. Beneficiary and Trustee may bid and purchase at such sale. To the extent of the indebtedness secured hereby, Beneficiary need not bid for cash at any sale of all or any portion of the Property pursuant hereto, but the amount of any successful bid by Beneficiary shall be applied in reduction of said indebtedness. Trustor hereby agrees, if it is then still in possession, to surrender, immediately and without demand, possession of said property to any purchaser. If Trustee or its successor or substitute shall have given notice of sale hereunder, any successor or substitute Trustee hereafter appointed may complete the sale and the conveyance of the Property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the Agreed Rate; all other sums then secured hereby, and the remainder, if any, to the Person or Persons legally entitled thereto.





Beneficiary, from time to time before Trustee's sale, may rescind any notice of breach and election to sell by executing, delivering and causing Trustee to record a written notice of such rescission. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other notices of breach and election to sell, nor otherwise affect any term, covenant or condition hereof or under any obligation secured hereby, or any of the rights, obligations or remedies of the parties thereunder.

3.16 Without limitation of any other provision of this Deed of Trust or of any other document or agreement executed in connection herewith Trustor will pay, and will reimburse to Beneficiary and/or Trustee on demand to the extent paid by Beneficiary and/or Trustee: (i) all appraisal fees, filing, registration and recording fees, recordation, transfer and other taxes, brokerage fees and commissions, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, uniform commercial code search fees, judgment and tax lien search fees, escrow fees, attorneys' fees, architect fees, engineer fees, construction consultant fees, environmental inspection fees, survey fees, and all other costs and expenses of every character incurred by Beneficiary and/or Trustee in connection with the preparation of this Deed of Trust and every document or instrument executed in connection herewith, and any and all amendments and supplements to this Deed of Trust or any other document or agreement executed in connection herewith, any approval, consent, waiver, release or other matter requested or required hereunder or thereunder, or otherwise attributable or chargeable to Trustor as owner of the Property; and (ii) all costs and expenses, including attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the defense of any right or remedy or the enforcement of any obligation of Trustor, hereunder or under any other document or agreement executed in connection herewith.

### **Miscellaneous**

Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and Guarantee secured hereby to Trustee for cancellation and upon payment of its fees, Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto."

Trustor, for itself and for all Persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to direct the order in which any of the Property or any interest therein shall be sold in the event of any sale or sales pursuant hereto and to have any of the Property and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby or any interest therein marshaled upon any sale under this Deed of Trust or of any other security for any of said indebtedness.



Any and all notices and demands to Trustor or to Beneficiary, required or desired to be given hereunder shall be in writing and shall be given in accordance with the notice provisions set forth in the Loan Agreement.

This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Where any provision in this Deed of Trust refers to action to be taken by Trustor, or which Trustor is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by Trustor.

If any term, provision, covenant or condition of this Deed of Trust, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, provisions, covenants and conditions of this Deed of Trust, and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby, provided that the invalidity, voidness or unenforceability of such term, provision, covenant or condition (after giving effect to the next sentence) does not materially impair the ability of the parties to consummate the transactions contemplated hereby. In lieu of such invalid, void or unenforceable term, provision, covenant or condition, there shall be added to this Deed of Trust a term, provision, covenant or condition that is valid, not void and enforceable and is as similar to such invalid, void or unenforceable term, provision, covenant or condition as may be possible. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Property, or if the lien is invalid or unenforceable as to any part of the indebtedness secured hereby, the unsecured or partially unsecured portion of such indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of such indebtedness, and all payments made on such indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of such indebtedness which is not secured or fully secured by the lien of this Deed of Trust.

In the event that Trustor shall consist of more than one Person then and in such event all of such Persons shall be jointly and severally liable hereunder.

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Deed of Trust.

This Deed of Trust shall be construed in accordance with its intent and without regard to any presumption or other rule requiring construction against the party causing the same to be drafted.

The various rights, options, elections and remedies of Beneficiary and Trustee hereunder shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, option, election or remedy provided in any agreement or by law.

Time is of the essence of this Deed of Trust and all of the terms, provisions, covenants and conditions hereof.

Whenever any provision of this Deed of Trust requires Beneficiary's consent or approval, unless otherwise specifically provided, the same may be granted or withheld by Beneficiary in its sole and absolute discretion.

THE PARTIES, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS DEED OF TRUST OR ANY CONDUCT, ACT OR OMISSION OF EITHER PARTY OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH EITHER OF THE PARTIES IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

4.14 In this Deed of Trust, whenever the context so requires any gender includes the others, and the singular number includes the plural, and vice-versa, the term Beneficiary shall include any future agent for the holders, including pledgees, of the Loan or the Guarantee secured hereby, and the term Trustor shall mean the original signator hereof, the successors and assigns thereof and any future owners of any interest in the Property or any portion thereof. In the event the ownership of all or any portion of such property becomes vested in a Person other than the signator hereof, Beneficiary may, without notice to such signator, deal with such successor or successors with reference to this Deed of Trust and to the indebtedness hereby secured in the same manner as with the signator, without in any way vitiating or discharging such signator's liability hereunder or upon the indebtedness hereby secured. In this Deed of Trust, the use of words such as "including" or "such as" shall not be deemed to limit the generality of the term or clause to which they have reference, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Deed of Trust and in no way whatsoever define, limit or describe the scope or intent of this Deed of Trust, nor in any way affect this Deed of Trust. As used in this Deed of Trust the term "Person" means any individual, partnership, limited partnership, corporation, limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity and any government and any political subdivision and agency thereof.

Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (twelve percent per annum); 5; 6; 7 (a reasonable percentage); and 8 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust the day and year first above written.

Gold Standard Royalty (Nevada) Inc.

By Mark J. Abrams  
Name: MARK J. ABRAMS  
Title: VICE PRESIDENT

STATE OF Nevada )  
COUNTY OF Elko ) ss.

This instrument was acknowledged before me on September 24, 2012 by  
Mark J. Abrams as Vice President of Gold Standard Royalty (Nevada) Inc.



[Signature]  
NOTARY PUBLIC  
My Commission Expires 8/26/13

EXHIBIT A  
UNPATENTED MINING CLAIMS  
**Bald Mountain Duke Trapper Royale Claim List**

The Bald Mountain Mineral Prospect (343 unpatented lode mining claims) is located in White Pine County, Nevada.

<i><u>Claim Name</u></i>	<i><u>BLM #</u></i>
DTR 1	NMC 1048698
DTR 2	NMC 1048699
DTR 3	NMC 1048700
DTR 4	NMC 1048701
DTR 5	NMC 1048702
DTR 6	NMC 1048703
DTR 7	NMC 1048704
DTR 8	NMC 1048705
DTR 9	NMC 1048706
DTR 10	NMC 1048707
DTR 11	NMC 1048708
DTR 12	NMC 1048709
DTR 13	NMC 1048710
DTR 14	NMC 1048711
DTR 15	NMC 1048712
DTR 16	NMC 1048713
DTR 17	NMC 1048714
DTR 18	NMC 1048715
DTR 19	NMC 1048716
DTR 20	NMC 1048717
DTR 21	NMC 1048718
DTR 22	NMC 1048719
DTR 23	NMC 1048720
DTR 24	NMC 1048721
DTR 25	NMC 1048722
DTR 26	NMC 1048723
DTR 27	NMC 1048724
DTR 28	NMC 1048725
DTR 29	NMC 1048726
DTR 30	NMC 1048727
DTR 31	NMC 1048728
DTR 32	NMC 1048729
DTR 33	NMC 1048730
DTR 34	NMC 1048731
DTR 35	NMC 1048732
DTR 36	NMC 1048733
DTR 37	NMC 1048734
DTR 38	NMC 1048735
DTR 39	NMC 1048736





<i><u>Claim Name</u></i>	<i><u>BLM #</u></i>
DTR 40	NMC 1048737
DTR 41	NMC 1048738
DTR 42	NMC 1048739
DTR 43	NMC 1048740
DTR 44	NMC 1048741
DTR 45	NMC 1048742
DTR 46	NMC 1048743
DTR 47	NMC 1048744
DTR 48	NMC 1048745
DTR 49	NMC 1048746
DTR 50	NMC 1048747
DTR 51	NMC 1048748
DTR 52	NMC 1053085
DTR 53	NMC 1053086
DTR 54	NMC 1053087
DTR 55	NMC 1053088
DTR 56	NMC 1053089
DTR 57	NMC 1053090
ROYALE # 15	NMC 131513
ROYALE # 16	NMC 131514
ROYALE # 17	NMC 131515
ROYALE # 18	NMC 131516
ROYALE # 19	NMC 131517
ROYALE # 20	NMC 131518
ROYALE # 21	NMC 131519
ROYALE # 22	NMC 131520
ROYALE # 23	NMC 131521
ROYALE # 24	NMC 131522
ROYALE # 25	NMC 131523
ROYALE # 26	NMC 131524
ROYALE # 27	NMC 131525
ROYALE # 28	NMC 131526
ROYALE # 29	NMC 131527
ROYALE#31	NMC 131529
ROYALE#33	NMC 131531
ROYALE#35	NMC 131533
ROYALE # 36	NMC 131534
ROYALE # 37	NMC 131535
ROYALE # 38	NMC 131536
ROYALE # 39	NMC 131537
ROYALE # 40	NMC 131538
ROYALE # 41	NMC 131539
ROYALE # 42	NMC 131540
ROYALE # 43	NMC 131541
ROYALE # 44	NMC 131542

<i><b>Claim Name</b></i>	<i><b>BLM #</b></i>
ROYALE # 45	NMC 131543
ROYALE # 46	NMC 131544
ROYALE # 47	NMC 131545
ROYALE # 48	NMC 131546
ROYALE # 49	NMC 131547
ROYALE # 50	NMC 131548
ROYALE # 51	NMC 131549
ROYALE # 52	NMC 131550
ROYALE # 53	NMC 131551
ROYALE # 54	NMC 131552
ROYALE # 59	NMC 131557
ROYALE # 60	NMC 131558
TRAPPER # 1	NMC 133957
TRAPPER # 2	NMC 133958
TRAPPER # 3	NMC 133959
TRAPPER # 4	NMC 133960
TRAPPER # 5	NMC 133961
TRAPPER # 6	NMC 133962
TRAPPER # 7	NMC 133963
TRAPPER # 8	NMC 133964
TRAPPER # 9	NMC 133965
TRAPPER # 10	NMC 133966
ROYALE # 61	NMC 141068
ROYALE # 65	NMC 141072
ROYALE # 66	NMC 141073
ROYALE # 67	NMC 141074
ROYALE # 68	NMC 141075
ROYALE # 69	NMC 141076
ROYALE # 70	NMC 141077
ROYALE # 76	NMC 141083
ROYALE # 78	NMC 141085
ROYALE # 79	NMC 141086
ROYALE # 80	NMC 141087
ROYALE # 81	NMC 141088
ROYALE # 82	NMC 141089
ROYALE # 83	NMC 141090
ROYALE # 84	NMC 141091
ROYALE # 85	NMC 141092
ROYALE # 86	NMC 141093
ROYALE # 91	NMC 141098
ROYALE # 93	NMC 141100
ROYALE # 94	NMC 141101
ROYALE # 95	NMC 141102
ROYALE # 96	NMC 141103
ROYALE # 97	NMC 141104



<i><b>Claim Name</b></i>	<i><b>BLM #</b></i>
ROYALE # 98	NMC 141105
ROYALE # 99	NMC 141106
ROYALE # 100	NMC 141107
ROYALE # 101	NMC 141108
ROYALE # 102	NMC 141109
ROYALE # 107	NMC 141114
ROYALE # 108	NMC 141115
ROYALE # 109	NMC 141116
CASINO 225 (A)	NMC 141433
CASINO 226 (A)	NMC 141434
CASINO 227 (A)	NMC 141435
CASINO 228 (A)	NMC 141436
CASINO 191	NMC 141437
CASINO 192	NMC 141438
CASINO 193	NMC 141439
CASINO NO. 194	NMC 141440
CASINO NO. 195	NMC 141441
CASINO NO. 196	NMC 141442
CASINO 197	NMC 141443
ROYALE # 123	NMC 146097
ROYALE # 124	NMC 146098
ROYALE # 125	NMC 146099
ROYALE # 126	NMC 146100
ROYALE # 132	NMC 146106
ROYALE # 133	NMC 146107
ROYALE # 134	NMC 146108
ROYALE # 135	NMC 146109
ROYALE # 136	NMC 146110
ROYALE # 137	NMC 146111
ROYALE # 149	NMC 146123
ROYALE # 150	NMC 146124
CASINO 47	NMC 28130
CASINO 211	NMC 28163
CASINO 221	NMC 28173
CASINO 222	NMC 28174
CASINO 224	NMC 28176
GALAXY # 113	NMC 28772
GALAXY # 115	NMC 28773
GALAXY # 125	NMC 28774
GALAXY # 126	NMC 28775
GALAXY # 127	NMC 28776
GALAXY # 128	NMC 28777
GALAXY # 241	NMC 28826
GALAXY # 242	NMC 28827
GALAXY # 243	NMC 28828



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<i><b>Claim Name</b></i>	<i><b>BLM #</b></i>
DUKE#5	NMC 30885
DUKE#6	NMC 30886
DUKE #21	NMC 30887
DUKE #31	NMC 30888
DUKE #32	NMC 30889
DUKE #33	NMC 30890
DUKE #34	NMC 30891
DUKE #35	NMC 30892
DUKE #36	NMC 30893
CASINO NO. 209	NMC 369411
CASINO NO. 210	NMC 369412
DUKE NO. 52A	NMC 369417
SSMC # 1	NMC 378542
SSMC #2	NMC 378543
SSMC #3	NMC 378544
SSMC #4	NMC 378545
SSMC #5	NMC 378546
SSMC #6	NMC 378547
SSMC #7	NMC 378548
SSMC #14	NMC 378555
SSMC #20	NMC 378561
SSMC NO. 21	NMC 378562
SSMC NO. 22	NMC 378563
SSMC #60	NMC 378601
SSMC #61	NMC 378602
SSMC #72	NMC 378613
SSMC #73	NMC 378614
SSMC #74	NMC 378615
SSMC #84	NMC 378625
SSMC #85	NMC 378626
SSMC #86	NMC 378627
SSMC #96	NMC 378637
SSMC #97	NMC 378638
SSMC #98	NMC 378639
SSMC #99	NMC 378640
SSMC # 100	NMC 378641
SSMC # 105	NMC 378646
SSMC # 106	NMC 378647
SSMC # 107	NMC 378648
SSMC # 108	NMC 378649
SSMC # 109	NMC 378650
SSMC # 110	NMC 378651
SSMC #111	NMC 378652
SSMC # 112	NMC 378653
SSMC # 113	NMC 378654



<i><u>Claim Name</u></i>	<i><u>BLM #</u></i>
SSMC # 114	NMC 378655
SSMC # 115	NMC 378656
SSMC # 116	NMC 378657
SSMC # 117	NMC 378658
SSMC # 118	NMC 378659
SSMC # 119	NMC 378660
SSMC # 120	NMC 378661
SSMC # 121	NMC 378662
SSMC # 122	NMC 378663
SSMC #123	NMC 378664
SSMC # 124	NMC 378665
SSMC # 125	NMC 378666
SSMC # 126	NMC 378667
SSMC # 127	NMC 378668
SSMC #129	NMC 378670
SSMC # 130	NMC 378671
SSMC # 131	NMC 378672
SSMC # 132	NMC 378673
SSMC # 133	NMC 378674
SSMC # 134	NMC 378675
SSMC # 135	NMC 378676
SSMC # 136	NMC 378677
SSMC # 137	NMC 378678
SSMC # 141	NMC 378682
SSMC # 142	NMC 378683
SSMC # 143	NMC 378684
SSMC # 144	NMC 378685
SSMC # 145	NMC 378686
SSMC # 146	NMC 378687
SSMC # 147	NMC 378688
SSMC # 178	NMC 378694
Kino No.5	NMC 471214
Kino No.7	NMC 471215
DUKE #43	NMC 51524
DUKE #44	NMC 51525
DUKE #45	NMC 51526
DUKE #46	NMC 51527
DUKE #47	NMC 51528
DUKE #48	NMC 51529
CASINO NO. 149	NMC 52419
CASINO 151	NMC 52421
CASINO 153	NMC 52423
CASINO NO. 154	NMC 52424
CASINO 155	NMC 52425
CASINO 156	NMC 52426



<i><b>Claim Name</b></i>	<i><b>BLM #</b></i>
CASINO 157	NMC 52427
CASINO 158	NMC 52428
CASINO 159	NMC 52429
CASINO 160	NMC 52430
CASINO 161	NMC 52431
CASINO 162	NMC 52432
CASINO 163	NMC 52433
CASINO 164	NMC 52434
CASINO 165	NMC 52435
CASINO 166	NMC 52436
CASINO 175	NMC 52445
CASINO 176	NMC 52446
CASINO 177	NMC 52447
CASINO 178	NMC 52448
CASINO 179	NMC 52449
CASINO 180	NMC 52450
CASINO 181	NMC 52451
CASINO 182	NMC 52452
CASINO 183	NMC 52453
CASINO 184	NMC 52454
CASINO 185	NMC 52455
CASINO 186	NMC 52456
DUKE NO. 1	NMC 59850
DUKE #2	NMC 59851
DUKE #3	NMC 59852
DUKE #4	NMC 59853
DUKE NO. 7	NMC 59854
DUKE #9	NMC 59855
DUKE # 20	NMC 59856
DUKE # 22	NMC 59857
DUKE #23	NMC 59858
DUKE #24	NMC 59859
DUKE #25	NMC 59860
DUKE #26	NMC 59861
DUKE NO. 27	NMC 59862
DUKE NO. 28	NMC 59863
DUKE NO. 30	NMC 59865
WEST EX NO. 25	NMC 603268
WEST EX NO. 27	NMC 603270
WEST EX NO. 44	NMC 603287
WEST EX NO. 45	NMC 603288
GALAXY NO. 117	NMC 61091
GALAXY NO. 118	NMC 61092
GALAXY NO. 119	NMC 61093
GALAXY NO. 120	NMC 61094



<i>Claim Name</i>	<i>BLM #</i>
GALAXY NO. 121	NMC 61095
GALAXY NO. 122	NMC 61096
GALAXY NO. 123	NMC 61097
GALAXY # 124	NMC 61098
ROYALE # 1 (RELOACTED)	NMC 61117
ROYALE # 2 (RELOACTED)	NMC 61118
ROYALE # 3 (RELOACTED)	NMC 61119
ROYALE # 4 (RELOACTED)	NMC 61120
ROYALE # 5 (RELOACTED)	NMC 61121
ROYALE # 6 (RELOACTED)	NMC 61122
ROYALE # 7 (RELOACTED)	NMC 61123
ROYALE # 8 (RELOACTED)	NMC 61124
ROYALE # 9 (RELOACTED)	NMC 61125
ROYALE # 10 (RELOACTED)	NMC 61126
ROYALE # 11 (RELOACTED)	NMC 61127
ROYALE # 12 (RELOACTED)	NMC 61128
ROYALE # 13 (RELOACTED)	NMC 61129
ROYALE # 14 (RELOACTED)	NMC 61130
OP 238	NMC 660335
OP 239	NMC 660336
OP 240	NMC 660337
OP 241	NMC 660338
OP 242	NMC 660339
OP 243	NMC 660340
OP 244	NMC 660341
OP 245	NMC 660342
OP 261	NMC 660354
OP 269	NMC 660362
OP 270	NMC 660363
DUKE # 49	NMC 87671
DUKE # 50	NMC 87672
DUKE # 51	NMC 87673
DUKE # 52	NMC 87674
DUKE # 53	NMC 87675



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EXHIBIT B  
ROYALTY RIGHTS

**Description of Royalties**

**Tonkin Springs Royalty.**

The mineral production royalty reserved by Gold Standard Royalty (Nevada) Inc., a Nevada corporation, in the Quitclaim Deed With Reserved Royalty dated July 20, 2011, recorded in the Office of the Eureka County Recorder on July 28, 2011, Document 0218123, Book 518, Page 0278, representing one and four-tenths percent (1.4%) of the Net Smelter Returns from the production of minerals from the Property (as defined in the Quitclaim Deed with Reserved Royalty), subject to adjustment in accordance with the Quitclaim Deed with Reserved Royalty, including the mineral production royalty in respect of any unpatented mining claims or other property interests in which Gold Standard Royalty (Nevada) Inc. acquires an interest in accordance with the Quitclaim Deed With Reserved Royalty. The current legal description of the Property is attached hereto as Exhibit B-1.

**Bald Mountain Alligator Override Royalty.**

The mineral production royalty reserved by Gold Standard Royalty (Nevada) Inc., a Nevada corporation, in the Deed of Mining Claims with Reserved Royalty dated November 19, 1993, recorded in the Office of the White Pine County Recorder on December 13, 1993, Document 285042, Book 218, Page 86, representing one percent (1%) of the Gross Sales Royalty (as defined in the Deed of Mining Claims with Reserved Royalty), including the mineral production royalty in respect of any unpatented mining claims or other property interests in which Gold Standard Royalty (Nevada) Inc. acquires an interest in accordance with the Deed of Mining Claims with Reserved Royalty or the Purchase Agreement between the parties to the Deed of Mining Claims with Reserved Royalty dated November 19, 1993. The description of the geographic area subject to the Purchase Agreement is attached hereto as Exhibit B-2.

**Bald Mountain Duke Trapper Royale Lease Royalty.**

The mineral production royalty payable to Gold Standard Royalty (Nevada) Inc., a Nevada corporation, as lessor, by Barrick Gold U.S. Inc., as sublessee, pursuant to the Duke Trapper Royale Lease dated January 31, 2003, and related to those unpatented mining claims described on Exhibit A, a memorandum of which was recorded pursuant to the Memorandum of Mineral Lease dated January 31, 2003 recorded in the Office of the White Pine County Recorder on February 3, 2003, Document 316116, Book 354, Page 312, and the sublease thereunder, representing two and one-half percent (2.5%) of all Commercially Recoverable Valuable Product(s) contained in the Leased Substances sold or deemed sold from the Duke-Trapper-Royale Mineral Prospects (all as defined in the Duke Trapper Royale Lease) if the price of gold is up to and including \$340.00 per ounce, (3.0%) of all Commercially Recoverable Valuable Product(s) contained in the Leased Substances sold or deemed sold from the Duke-Trapper-Royale Mineral Prospects if the price of gold is from \$340.00 per ounce to \$450.00 per ounce and four percent (4.0%) of all Commercially Recoverable Valuable Product(s) contained in the Leased Substances sold or deemed sold from the Duke-Trapper-Royale Mineral Prospects if the price of gold is over \$450.00 per ounce, subject to adjustment in accordance with the Duke Trapper Royale Lease.



# EXHIBIT B-1

## Tonkin Springs Claim List

The Tonkin Springs Mineral Prospect (478 unpatented lode mining claims) is located in Eureka County, Nevada.

<u>Claim Name</u>	<u>BLM #</u>
B 1	NMC722670
B 2	NMC722671
B 3	NMC722672
C 1	NMC722673
C 2	NMC722674
C 3	NMC722675
C 4	NMC722676
C 5	NMC722677
C 6	NMC722678
C 7	NMC722679
C 8	NMC722680
C 9	NMC722681
C 10	NMC722682
C 11	NMC722683
C 12	NMC722684
C 13	NMC722685
C 14	NMC722686
C 15	NMC722687
C 16	NMC722688
C 17	NMC722689
C 18	NMC722690
C 19	NMC722691
C 20	NMC722692
C 21	NMC722693
C 22	NMC722694
C 23	NMC722695
C 24	NMC722696
C 25	NMC722697
C 26	NMC722698
C 27	NMC722699
C 28	NMC722700
C 29	NMC722701
C 30	NMC722702
C 31	NMC722703
C 33	NMC722704
C 34	NMC722705
C 35	NMC722706
C 36	NMC722707
C 37	NMC722708
C 38	NMC722709



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C 39	NMC722710
C 40	NMC722711
C 41	NMC722712
C 42	NMC722713
C 43	NMC722714
C 44	NMC722715
C 45	NMC722716
C 46	NMC722717
C 47	NMC722718
C 48	NMC722719
C 49	NMC722720
C 50	NMC722721
C 51	NMC722722
C 52	NMC722723
C 53	NMC722724
C 55	NMC722726
C 56	NMC722727
C 57	NMC722728
C 58	NMC722729
C 59	NMC722730
C 60	NMC722731
FET NO. 1	NMC636315
FET NO. 2	NMC636316
FET NO. 3	NMC636317
N #39	NMC636318
N #40	NMC636319
N #41	NMC636320
N# 51	NMC636322
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NC 27	NMC810352
NC 34	NMC810359
NC 35	NMC810360
NC 36	NMC810361
NC 69	NMC810394
NC 70	NMC810395
NC 71	NMC810396
NC 72	NMC810397
NC 73	NMC810398
NC 74	NMC810399
NC 75	NMC810400
NC 76	NMC810401
NC 77	NMC810402
NC 78	NMC810403
NC 79	NMC810404
NC 82	NMC810407
NC 83	NMC810408





NC 84	NMC810409
NC 85	NMC810410
NC 86	NMC810411
NC 87	NMC810412
NC 88	NMC810413
NC 89	NMC810414
NC 90	NMC810415
NC 91	NMC810416
NC 92	NMC810417
NC 93	NMC810418
NC 94	NMC810419
NC 95	NMC810420
NC 96	NMC810421
NC 97	NMC810422
NC 98	NMC810423
NC 99	NMC810424
NC 100	NMC810425
NC 101	NMC810426
NC 102	NMC810427
NC 103	NMC810428
NC 104	NMC810429
NC 105	NMC810430
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NC 112	NMC810437
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NC 122	NMC810447
NC 123	NMC810448
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NC 129	NMC810454



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NC 133	NMC810458
NC 134	NMC810459
NC 135	NMC810460
NC 136	NMC810461
NC 137	NMC810462
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O #31	NMC636329
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O #34	NMC636332
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O #39	NMC636334
O #40	NMC636335
O #41	NMC636336
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P #27	NMC636341
P #28	NMC636342
P #29	NMC636343
P #30	NMC636344
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P #41	NMC636355
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P #43	NMC636357
P #44	NMC636358
P #45	NMC636359
PAT #1	NMC636364
PAT #2	NMC636365
PAT #11	NMC636374
PAT #12	NMC636375
PAT #13	NMC636376



PAT #14	NMC636377
PAT #15	NMC636378
PAT #16	NMC636379
Q #27	NMC636380
Q #34	NMC636381
Q #35	NMC636382
Q #36	NMC636383
Q #37	NMC636384
Q #38	NMC636385
Q #39	NMC636386
Q #40	NMC636387
Q #41	NMC636388
Q #42	NMC636389
Q #43	NMC636390
Q #44	NMC636391
Q #45	NMC636392
R #41	NMC636397
R #42	NMC636398
R #43	NMC636399
R #44	NMC636400
R #45	NMC636401
R #48	NMC636404
R #49	NMC636405
S #41	NMC636406
S #42	NMC636407
S #43	NMC636408
S #44	NMC636409
S #49	NMC636414
S #101	NMC636415
S #102	NMC636416
S #103	NMC636417
S #104	NMC636418
S #105	NMC636419
S #106	NMC636420
S #107	NMC636421
S #108	NMC636422
S #109	NMC636423
S #110	NMC636424
S #111	NMC636425
SUMMER #2	NMC636426
SUMMER #3	NMC636427
SUMMER #4	NMC636428
SUMMER #5	NMC636429
SUMMER #7	NMC636430
SUMMER #8	NMC636431
SUMMER #9	NMC636432



SUMMER #10	NMC636433
SUMMER #17	NMC636438
SUMMER #18	NMC636439
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TSG #23	NMC365063
TSG #24	NMC365064
TSG #25	NMC365065
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TSG #29 E	NMC636442
TSG #30 E	NMC636443
TSG #31 E	NMC636444
TSG #32 E	NMC636445
TSG #33	NMC636446
TSG #34	NMC636447
TSG #35	NMC636448
TSG #55	NMC365095
TSG #62	NMC365102
TSG #63	NMC365103
TSG #64	NMC365104
TSG #65	NMC365105
TSG #77	NMC365117
TSG #78	NMC365118
TSG #79	NMC365119
TSG #80	NMC365120
TSG #158	NMC636277
TSG #159	NMC636278
TSG #165	NMC365205
TSG #166	NMC365206
TSG #304	NMC468704
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TSG #480	NMC468880
TSG #675	NMC470688
TSG #676	NMC470689
TSG #697	NMC470710
U #35	NMC636449
U #36	NMC636450
V #36	NMC636456
W #36	NMC51868
X #73	NMC48941
X #119	NMC72916
X #125	NMC72918
X #131	NMC72920
ABC 1	NMC694098



ABC 2	NMC694099
ABC 3	NMC694100
ABC 4	NMC694101
ABC 5	NMC694102
ABC 6	NMC694103
ABC 7	NMC694104
ABC 8	NMC694105
ABC 9	NMC694106
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ABC 16	NMC694113
ABC 17	NMC694114
ABC 18	NMC694115
ABC 19	NMC694116
ABC 20	NMC694117
ABC 21	NMC694118
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ABC 45	NMC694142
ABC 46	NMC694143
ABC 47	NMC694144



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ABC 54	NMC694151
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NCS 139	NMC956664
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AS 37	NMC956669
AS 38	NMC956670
AS 39	NMC956671
AS 40	NMC956672
AS 41	NMC956673
AS 52	NMC956674
AS 53	NMC956675
AS 54	NMC956676
AS 55	NMC956677
AS 56	NMC956678
AS 57	NMC956679



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AS 248	NMC956681
AS 249	NMC956682
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FLYBOY 2	NMC932770
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FLYBOY 4	NMC932772
FLYBOY 5	NMC932773
FLYBOY 6	NMC932774
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N #52	NMC636323
N #53	NMC636324
O #50	NMC636337
O #53	NMC636340
P #46	NMC636360
P #47	NMC636361
P #48	NMC636362
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Pat #5	NMC636368
Pat #6	NMC636369
Pat #7	NMC636370
Pat #8	NMC636371
Pat #9	NMC636372
Pat #10	NMC636373
Q #46	NMC636393
Q #47	NMC636394
Q #48	NMC636395
Q #49	NMC636396
R #46	NMC636402
R #47	NMC636403
S #45	NMC636410
S #46	NMC636411
S #47	NMC636412
S #48	NMC636413
SUMMER #12	NMC40566
SUMMER #13	NMC636434
SUMMER #14	NMC636435
SUMMER #15	NMC636436
SUMMER #16	NMC636437
T #43	NMC51841
TSG #20	NMC365060
TSG #21	NMC365061
TSG #46	NMC365086





TSG #47	NMC365087
TSG #48	NMC365088
TSG #49	NMC365089
TSG #50	NMC365090
TSG #51	NMC365091
TSG #52	NMC365092
TSG #53	NMC365093
TSG #54	NMC365094
TSG #56	NMC365096
TSG #57	NMC365097
TSG #58	NMC365098
TSG #59	NMC365099
TSG #60	NMC365100
TSG #61	NMC365101
TSG #67	NMC365107
TSG #68	NMC365108
TSG #145	NMC365185
TSG #146	NMC365186
TSG #149	NMC365189
TSG #150	NMC365190
TSG #151	NMC365191
TSG #152	NMC365192
TSG #303	NMC468703
TSG #423	NMC468823
TSG #424	NMC468824
TSG #425	NMC468825
TSG #426	NMC468826
TSG #427	NMC468827
TSG #453	NMC468853
TSG #456	NMC468856
TSG #457	NMC468857
TSG #477	NMC468877
TSG #478	NMC468878
TSG #481	NMC468881
TSG #498	NMC468898
TSG #499	NMC468899
TSG #500	NMC468900
TSG #501	NMC468901
TSG #502	NMC468902
TSG #677	NMC470690
U #37	NMC636451
U #38	NMC636452
U #39	NMC636453
U #40	NMC636454
V #37	NMC636457
V #38	NMC636458



V #39	NMC636459
X #74	NMC48942
X #76	NMC48944
X #77	NMC48945
X #81	NMC48949
X #82	NMC48950
X #84	NMC48952
X #88	NMC48956
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X #94	NMC48960
X #101	NMC48965
X #108	NMC48970
X #114	NMC48974
X #92	NMC72907
X #93	NMC72908
X #99	NMC72909
X #100	NMC72910
X #106	NMC72911
X #107	NMC72912
X #112	NMC72913
X #113	NMC72914
X #118	NMC72915
X #124	NMC72917

# EXHIBIT B-2

The geographic area subject to the Deed of Mining Claims with Reserved Royalty dated November 19, 1993, and the Purchase Agreement pursuant to which the Bald Mountain Override Royalty was granted is defined as follows. Starting from a tie point bearing 323.85 degrees and 1280.76 meters and designated as point 0 from the common corner of T25N, R58E; T25N, R59E; T24N, R58E; T24N, R59E; and starting on the east side of the area moving in a clockwise direction the table below describes the area.

Point #	Distance (meters)	Direction (degrees)	UTM North	UTM South
0	1280.76	323.85	4429299.033	637544.0899
1	2770.8	179.18	4426520.55	637584.0244
2	156.33	267.77	4426514.454	637427.8141
3	436.92	179.33	4426077.573	637432.8941
4	150.71	269.68	4426076.726	637282.1871
5	287.09	178.82	4425789.706	637288.1138
6	127.92	286.1	4425785.472	637160.2669
7	964.48	180.86	4424821.117	637145.8735
8	273.7	267.7	4424810.11	636872.3996
9	602.76	177.1	4424208.129	636902.8797
10	220.17	268.9	4424203.896	636682.7459
11	1314.58	178.37	4422889.866	636719.9993
12	933.1	269.27	4422878.013	635786.9708
13	434.61	178	4422443.672	635802.2108
14	137.01	269.14	4422438.592	635465.2368
15	400.63	178.43	4422038.118	635476.2435
16	253.18	269.23	4422034.731	635223.0897
17	485.22	179	4421549.59	635231.5564
18	302.46	267.91	4421538.584	634929.2958
19	426.15	177.95	4421112.709	634944.5358
20	880.48	267.57	4421075.456	634064.8474
21	405.58	179.4	4420669.902	634069.0807
22	195.65	268.51	4420664.822	633873.5003
23	502.26	178.45	4420162.748	633887.047
24	409.96	268.34	4420150.894	633477.2595
25	445.5	178.58	4419705.547	633488.2662
26	374.39	268.31	4419694.54	633114.0388
27	430.97	179.67	4419263.586	633116.5788
28	177.81	269.45	4419261.892	632938.7784
29	462.31	179.37	4418799.612	632943.8584
30	165.18	268.24	4418794.532	632778.7581
31	896.65	179.68	4417897.91	632783.8381
32	850.13	269.26	4417886.903	631933.7831

33	1534.22	180.41	4416352.74	631922.7764
34	360.8	268.52	4416343.427	631562.0957
35	440.41	178.57	4415903.159	631573.1024
36	175.4	92.21	4415896.386	631748.3627
37	1179.55	179.18	4414716.977	631765.2961
38	141.12	95.16	4414704.277	631905.843
39	196.65	177.29	4414507.85	631915.1564
40	100.75	270.49	4414508.696	631814.4029
41	451.31	179.35	4414057.422	631819.4829
42	1227.89	88.93	4414080.282	633047.152
43	1843.25	179.66	4412237.085	633058.1587
44	1256.55	269.31	4412221.845	631801.7028
45	917.81	0.26	4413139.634	631805.9362
46	184.83	268.15	4413133.68	631621.2037
47	463.59	179.35	4412670.129	631626.4954
48	367.32	268.84	4412662.721	631259.253
49	447.69	180.4	4412215.045	631256.078
50	1154.75	269.21	4412199.17	630101.434
51	211.84	357.71	4412410.837	630092.9673
52	157.69	269.31	4412408.721	629917.2836
53	3875.31	178.28	4408535.213	630033.7005
54	1404.89	268.71	4408503.463	628627.1727
55	836.23	178.99	4407667.378	628641.9894
56	192.62	269.69	4407666.319	628449.3724
57	1471.3	179.1	4406195.233	628472.6558
58	250.87	269.03	4406191	628221.8303
59	546.19	179	4405644.899	628231.3553
60	339.83	268.72	4405636.432	627891.6296
61	551.03	357.14	4406186.767	627864.1129
62	178	267.27	4406178.3	627686.3125
63	455.21	178.67	4405723.216	627696.8959
64	516.54	269.06	4405714.749	627180.4282
65	916.75	178.74	4404798.23	627200.5365
66	189.48	269.36	4404796.114	627011.0945
67	459.37	179.2	4404336.796	627017.4445
68	544.07	269	4404327.271	626473.4601
69	455.11	179.47	4403872.187	626477.6934
70	911.69	268.2	4403843.612	625566.4666
71	454.21	178.4	4403389.586	625579.1666
72	258.34	268.36	4403382.178	625320.9328
73	99.49	359.39	4403481.661	625319.8744
74	167.23	269.27	4403479.544	625152.6574
75	459.33	179.87	4403020.227	625153.7158
76	187.33	269.67	4403019.169	624966.3904
77	2916.82	176.55	4400107.688	625142.0741



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78	174.71	88.26	4400112.979	625316.6994
79	500.62	179.52	4399612.387	625320.9328
80	590.55	88.66	4399626.233	625911.3078
81	441.42	180.11	4399184.819	625910.4256
82	746.77	87.64	4399215.511	626656.5521
83	126.7	96.23	4399201.753	626782.494
84	879.91	183.31	4398323.334	626731.6939
85	1113.55	89.02	4398342.384	627845.0628
86	459.33	180.26	4397883.067	627842.9462
87	349.49	267.92	4397870.367	627493.6955
88	1332.98	178.41	4396537.922	627530.7372
89	560.12	268.27	4396520.989	626970.8778
90	925	180	4395596.004	626970.8778
91	418.18	88.55	4395606.587	627388.9203
92	459.44	175.9	4395148.328	627421.7287
93	508.12	88.8	4395158.911	627929.7297
94	467.91	178.7	4394691.127	627940.313
95	370.5	88.85	4394698.535	628310.7304
96	429.71	179.44	4394268.851	628314.9638
97	180.73	104.93	4394222.284	628489.5891
98	903.92	177.11	4393319.524	628535.0975
99	182.08	88.67	4393323.757	628717.1312
100	2282.28	178.83	4391041.986	628763.698
101	182.06	269	4391038.811	628581.6643
102	562.18	178.49	4390476.835	628596.481
103	551.5	268.9	4390466.252	628045.0882
104	472.33	177.95	4389994.234	628062.0216
105	462.6	268.82	4389984.709	627599.529
106	917.79	178.88	4389067.132	627617.5207
107	1651.09	269.48	4389052.316	625966.5174
108	921.87	0.59	4389974.126	625976.0424
109	367.26	269.5	4389970.951	625608.8
110	432.92	359.01	4390403.81	625601.3917
111	553.62	268.9	4390393.227	625047.8822
112	442.4	359.59	4390835.611	625044.7072
113	352.91	268.8	4390828.202	624692.2815
114	482.61	359.75	4391310.803	624690.1649
115	195.82	269.07	4391307.628	624494.3728
116	492.22	358.89	4391799.754	624484.8478
117	188.43	268.71	4391795.521	624296.4641
118	2812.39	359.09	4394607.518	624252.014
119	184.2	88.68	4394611.752	624436.1643
120	440.56	357.93	4395052.019	624420.2893
121	230.781	88.69	4395057.311	624651.0064
122	412.76	359.85	4395470.062	624649.9481



123	369.38	269.51	4395466.887	624280.589
124	2544.3	359.76	4398011.125	624270.0057
125	266.91	343.65	4398267.242	624194.8639
126	553.52	270	4398267.242	623641.3544
127	1756.87	0.14	4400024.079	623645.5878
128	1936.82	270.37	4400036.779	621708.8339
129	1087.99	359.94	4401124.748	621707.7756
130	1435.22	269.32	4401107.815	620272.6727
131	901.79	359.26	4402009.516	620261.031
132	334.64	268	4401997.875	619926.597
133	1245.71	359.66	4403243.536	619919.1886
134	801.18	89.85	4403245.652	620720.3486
135	449.81	359.6	4403695.445	620717.1736
136	142.89	89.15	4403697.562	620860.0489
137	1717.72	359.79	4405415.24	620853.6988
138	712.47	88.64	4405432.173	621565.9586
139	466.83	178.83	4404965.447	621575.4836
140	184.23	88.35	4404970.739	621759.634
141	593.83	358.98	4405564.465	621749.0506
142	177.81	89.32	4405566.582	621926.851
143	918.77	359.08	4406485.217	621912.0343
144	195.82	89.07	4406488.392	622107.8264
145	1820.62	359.03	4408308.729	622077.1346
146	731.41	89.09	4408320.371	622808.4444
147	905.013	359.06	4409225.248	622793.6277
148	269.98	88.43	4409232.656	623063.5033
149	183.09	359.67	4409415.748	623062.4449
150	229.66	90	4409415.748	623292.1037
151	376.87	358.71	4409792.515	623283.637
152	362.14	88.16	4409804.157	623645.5878
153	903.05	358.59	4410706.917	623623.3627
154	900.02	88.25	4410734.434	624522.9479
155	455.13	359.2	4411189.518	624516.5978
156	724.04	88.91	4411203.277	625240.4993
157	900.99	358.45	4412103.92	625216.1576
158	103.71	90	4412103.92	625319.8744
159	433.95	359.44	4412537.838	625315.6411
160	2795.75	88	4412635.204	628109.6467
161	455.17	358.93	4413090.289	628101.18
162	263.7	87.93	4413099.814	628364.7055
163	1353	1.43	4414452.366	628398.5723
164	154.69	267.25	4414444.958	628244.0553
165	452.09	178.39	4413993.049	628256.7553
166	179.92	270	4413993.049	628076.8383
167	455.19	178.8	4413537.965	628086.3633



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168	553.75	268.36	4413522.09	627532.8539
169	45.5	1.33	4413567.598	627533.9122
170	275.17	269.78	4413566.54	627258.745
171	454.09	359.06	4414020.566	627251.3366
172	185.24	269.02	4414017.391	627066.1279
173	463.58	359.35	4414480.941	627060.8363
174	274.16	88.9	4414486.233	627334.9451
175	389.54	358.91	4414875.701	627327.5368
176	278.41	88.69	4414882.051	627605.879
177	518.7	359.83	4415400.635	627595.2957
178	259.37	88.6	4415406.985	627854.5879
179	645.21	357.37	4416051.511	627824.9545
180	698.61	269.04	4416039.87	627126.4531
181	1119.74	359.89	4417159.588	627124.3364
182	1168.53	90.78	4417143.713	628292.7387
183	2169.71	358.79	4419312.91	628246.9411
184	2927.57	126.2	4417583.981	630609.435
185	620	40.57	4418054.94	631012.6608
186	3060.99	309.58	4420005.452	628653.6311
187	1387.41	302.8	4420756.871	627487.3455
188	382.66	31.89	4421081.78	627689.4875
189	436.19	301.6	4421310.38	627318.0118
190	215.77	32.99	4421491.355	627435.487
191	1816.45	304.17	4422511.591	625932.6507
192	593.78	216.15	4422032.165	625582.3416
193	157.8	302.04	4422115.899	625448.5857
194	271.97	355	4422386.832	625424.879
195	178.41	315.38	4422513.833	625299.572
196	250.74	41.44	4422701.793	625465.519
197	180.9	133.1	4422578.18	625597.5993
198	469.65	40.47	4422935.474	625902.3999
199	116.95	304.38	4423001.514	625805.8797
200	98.23	359.01	4423099.727	625804.1864
201	168.6	33.53	4423240.274	625897.3199
202	187.96	90	4423240.274	626085.2803
203	447.25	358.26	4423687.315	626071.7336
204	364.17	88.67	4423695.782	626435.801
205	875.9	356	4424569.544	626374.8409
206	933.26	268.75	4424549.223	625441.8123
207	2689.6	358.85	4427238.242	625387.6256
208	1299.06	88.88	4427263.642	626686.4148
209	909.41	180.75	4426354.32	626674.5615
210	739.16	87.24	4426389.88	627412.8563
211	447.07	179.35	4425942.84	627417.9363
212	181.39	87.32	4425951.306	627599.1233



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213	445.4	179.13	4425505.959	627605.8967
214	355.8	88.09	4425517.812	627961.4974
215	437	178.67	4425080.931	627971.6574
216	599.6	268.7	4425067.385	627372.2162
217	460.64	179.16	4424606.797	627378.9895
218	640.15	89.24	4424615.264	628019.0708
219	88.05	0	4424703.317	628019.0708
220	83.04	87.66	4424706.704	628102.0443
221	88.07	181.1	4424618.65	628100.351
222	335.38	88.55	4424627.117	628435.6317
223	221.89	178.69	4424405.29	628440.7117
224	266.65	158	4424158.063	628540.6185
225	183	87.88	4424164.836	628723.4989
226	147.32	180	4424017.516	628723.4989
227	147.33	89.34	4424019.209	628870.8192
228	426.81	178.86	4423592.488	628879.2859
229	252.36	88.85	4423597.568	629131.593
230	127.01	179.24	4423470.568	629133.2864
231	1753.98	87.73	4423539.995	630885.8899
232	415.15	2.1	4423954.862	630901.1299
233	177.83	271.09	4423958.249	630723.3296
234	455.54	359.36	4424413.757	630718.2496
235	981.02	88.02	4424447.623	631698.6915
236	1621.76	357.79	4426068.147	631636.0381
237	612.21	15.73	4426657.428	631801.9851
238	1403.98	89.03	4426681.134	633205.7612
239	2567.46	359.09	4429248.233	633165.1211
240	4379.26	89.33	4429299.033	637544.0899



EXHIBIT C  
MINING LEASES

**Bald Mountain Duke Trapper Royale Lease**

The Duke Trapper Royale Lease between Gold Standard Royalty (Nevada) Inc., a Nevada corporation, as lessor, and Barrick Gold U.S. Inc., as sublessee, dated January 31, 2003, a memorandum of which was recorded pursuant to the Memorandum of Mineral Lease dated January 31, 2003 recorded in the Office of the White Pine County Recorder on February 3, 2003, Document 316116, Book 354, Page 312 and the sublease thereunder.



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