

**Recording Requested By:**  
Joel O. Benson, Esq.  
Davis Graham & Stubbs LLP  
1550 17<sup>th</sup> Street, Suite 200  
Denver, Colorado 80202

**After Recording Return To:**  
Joel O. Benson, Esq.  
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1550 17<sup>th</sup> Street, Suite 200  
Denver, Colorado 80202

**DOC# 223644**  
01/11/2013 02:37PM

**Official Record**

Requested By  
FIRST AMERICAN TITLE - NCS  
Eureka County - NV  
**Mike Rebaleati - Recorder**

Page: 1 of 6 Fee: \$44.00  
Recorded By FS RPTT: \$0.00  
Book- 0546 Page- 0248



0223644

***Affirmation of No Social Security Numbers:***

The undersigned hereby affirms that this document does not contain the personal information of any person or persons. (per NRS 239B.030)

**RELEASE AND RECONVEYANCE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, PLEDGE AND FINANCING STATEMENT**

THIS RELEASE AND RECONVEYANCE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, PLEDGE AND FINANCING STATEMENT (this "Release"), dated June 22, 2012 (the "Effective Time"), is from HSBC BANK USA, NATIONAL ASSOCIATION, having an address at 452 Fifth Avenue, New York, New York 10018, as the beneficiary ("Beneficiary") and STEWART TITLE OF NEVADA HOLDINGS INC., with an address of 665 Campton Street, Ely, Nevada 89301, as the trustee ("Trustee") to and in favor of HIGH DESERT MINERAL RESOURCES, INC., a Delaware corporation, with an address at 1660 Wynkoop Street, Suite 1000, Denver, Colorado 80202, as the trustor ("Trustor").

**RECITALS**

A. Royal Gold, Inc., as the borrower, Trustor, as a guarantor, and the Beneficiary, as the administrative agent to the lenders thereto, are parties to that certain Second Amended and Restated Term Loan Agreement dated as of February 1, 2011 (as amended, modified, supplemented or restated to date, the "Loan Agreement"). Any defined terms used in this Release which are not defined in this Release shall have the meaning given such terms in the Loan Agreement.

B. To secure the Loan Agreement and the Trustor's Obligations thereunder, the Trustor executed and delivered that certain Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Statement dated as of February 1, 2011 from Trustor to Trustee for the benefit of Beneficiary, which was filed in the official records of Eureka County, Nevada on February 4, 2011 at Book 512, Page 142, Document Number 0216750 (the "Mortgage").

C. The Beneficiary perfected its security interest in the personal property covered by the Mortgage pursuant to a Uniform Commercial Code ("UCC") Financing Statement recorded in Eureka County, Nevada (the "Financing Statement").

D. The Trustor repaid all principal, interest and other amounts owing under the Loan Agreement and has satisfied in full all of its Obligations thereunder, all in accordance with the terms of the Loan Agreement, and thus the Beneficiary desires to terminate and release all rights and interests in and under the Mortgage and the Financing Statement and to release such interests of record.

E. The parties hereto desire to acknowledge the repayment of the Loan Agreement, terminate and release the Mortgage and the Financing Statement effective as of the Effective Time, and release the Trustor of all obligations and liabilities thereunder.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties hereto agree as follows:

1. Release and Termination of Mortgage and Financing Statement. Effective as of the Effective Time, each of Trustee and Beneficiary hereby (i) release all right, title and interest in the Mortgage and the Financing Statement, (ii) terminate the Mortgage and the Financing Statement and (iii) release Trustor from its obligations, responsibilities and liabilities under the Mortgage and the Financing Statement. Each of Trustee and Beneficiary does hereby RELEASE, DISCHARGE, REMISE, CONVEY, ASSIGN AND FOREVER QUIT-CLAIM to Trustor and its successors and assigns, forever, all right, title, interest in and to and all liens and encumbrances arising under the Mortgage and to all collateral covered thereby.

2. Termination Statements. The Beneficiary shall prepare and file a UCC Financing Statement Amendment to terminate and release the Financing Statement.

3. Further Assurances. Each of Trustee and Beneficiary shall from time to time at the Trustor's reasonable request and at the Trustor's expense execute and deliver, or cause to be executed and delivered, such further instruments or documents, and perform such further acts, as the Trustor may reasonably require in order to fully release and terminate the Mortgage as set forth herein and to acknowledge repayment and termination of the Loan Agreement.

4. Binding Nature. This Release is binding upon and shall inure to each of the parties hereto and their respective successors and assigns.

5. Counterparts. This Release may be executed in multiple counterparts, each counterpart considered an original, and all counterparts together comprising this Release.

*[Signature page to follow]*

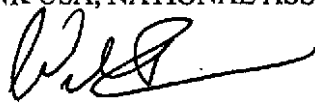


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IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first set forth above.

HSBC BANK USA, NATIONAL ASSOCIATION

By:   
Name: William S Edge III  
Title: Managing Director

STEWART TITLE OF NEVADA HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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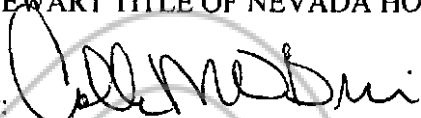
Book: 546 01/11/2013  
Page: 250 3 of 6

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first set forth above.

HSBC BANK USA, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STEWART TITLE OF NEVADA HOLDINGS, INC.

By:   
Name: Colleen M. O'Brien  
Title: President Northern Nevada

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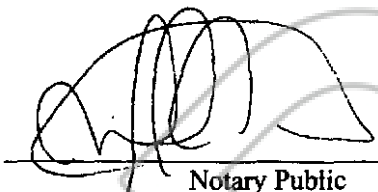
ACKNOWLEDGMENTS

STATE OF New York  
COUNTY OF New York )  
 ) .SS

The foregoing instrument was acknowledged before me this 9th day of January, 2012,<sup>2</sup>  
by \_\_\_\_\_ as \_\_\_\_\_ of HSBC Bank USA, National  
Association, a national banking association, on behalf of such national banking association.

Witness my hand and official seal.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public

MANUEL H. GOMEZ  
No. 01G06253969  
Notary Public, State of New York  
Qualified in New York City County  
My Commission Expires Jan. 9, 20 16

[seal]

STATE OF \_\_\_\_\_ )  
 ) .SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2012, by \_\_\_\_\_ as \_\_\_\_\_ of Stewart Title of Nevada  
Holdings, Inc., on behalf of Stewart Title of Nevada Holdings, Inc.

Witness my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public

[seal]



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ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ )  
 ) .ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
by \_\_\_\_\_ as \_\_\_\_\_ of HSBC Bank USA, National  
Association, a national banking association, on behalf of such national banking association.

Witness my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public

[seal]

STATE OF NEVADA )  
 ) .ss  
COUNTY OF ELKO )

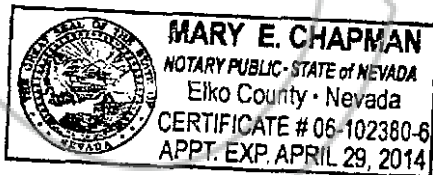
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of DECEMBER  
2012, by COLLEEN M. O'BRIEN as PRESIDENT of Stewart Title of Nevada  
Holdings, Inc., on behalf of Stewart Title of Nevada Holdings, Inc.

Witness my hand and official seal.

My Commission Expires: APRIL 29, 2014

Mary E. Chapman  
\_\_\_\_\_  
Notary Public

[seal]



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