

DOC# 226563

01/08/2014

01:04PM

Official Record

Requested By
MARVEL & MARVEL, LTD

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 9 Fee: \$22.00

Recorded By FS RPTT: \$0.00

Book- 0561 Page- 0183

Recorded at the request of
and when recorded return to:
Royal Gold, Inc.
1660 Wynkoop St., Suite 1000
Denver, CO 80202-1132

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



0226563

Deed of Royalty and Assignment of Rights

This Deed of Royalty and Assignment of Rights ("Deed and Assignment") is made effective the date stated below, (the "Effective Date") by and between Thomas P. Connolly and Volina L. Connolly, Co-Trustees of The Thomas and Volina Connolly Family Trust dated November 2, 2004 ("Grantor"), whose address is HC 66, Box 60, Crescent Valley, Nevada 89821, and Royal Gold, Inc., a Delaware corporation ("Grantee"), whose address is 1660 Wynkoop St., Suite 1000, Denver, Colorado 80202-1132.

Recitals

A. Thomas P. Connolly, also known as Tom Connolly, and Volina L. Connolly, also known as Volina Connolly (collectively "Connolly"), and the Jeanette L. Baumann Trust, as lessors, and Placer Dome U.S. Inc., a California corporation whose name was changed to Barrick Gold U.S. Inc. ("Barrick"), as lessee, are parties to the Mining Lease dated October 16, 2002 (the "North Mining Lease"), in respect of the property described in Exhibit A thereto (the "North Property"). A copy of Exhibit A to the North Mining Lease is attached at Exhibit A to this Agreement and by this reference incorporated in this Agreement. The Short Form of Mining Lease for the North Mining Lease was recorded in the Office of the Eureka County Recorder on November 6, 2002, Document 179383, Book 353, Page 253. Connolly assigned to Grantor all of the right, title and interest of Connolly in the North Mining Lease by the Assignment of Lease dated November 2, 2004, recorded in the Office of the Eureka County Recorder on December 6, 2004, Document 194195, Book 401, Page 70.

B. Connolly and Baumann, as lessors, and Barrick, as lessee, are parties to the Mining Lease dated October 16, 2002 (the "South Mining Lease"), in respect of the property described in Exhibit A thereto (the "South Property"). A copy of Exhibit A to the South Mining Lease is attached at Exhibit A to this Agreement and by this reference incorporated in this Agreement. The Short Form of Mining Lease for the South Mining Lease was recorded in the Office of the Eureka County Recorder on November 6, 2002, Document 179382, Book 353, Page 247. Connolly assigned to Grantor all of the right, title and interest of Connolly in the South Mining Lease by the Assignment of Lease dated November 2, 2004, recorded in the Office of the Eureka County Recorder on December 6, 2004, Document 194193, Book 401, Page 66. The North Mining Lease and the South Mining Lease are collectively referred to in

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this Deed and Assignment as the "Mining Leases" and the North Property and the South Property are collectively referred to in this Deed and Assignment as the "Royalty Property."

C. Connolly and Barrick are parties to the Option Agreement (the "North Option Agreement") in respect of the North Property. The Short Form of Option Agreement for the North Option Agreement was recorded in the Office of the Eureka County Recorder on November 6, 2002, Document 179385, Book 353, Page 263. Connolly assigned to Grantor all of Connolly's right, title and interest in and to the North Option Agreement by the Assignment of Option Agreement dated November 2, 2004, recorded in the Office of the Eureka County Recorder on December 6, 2004, Document 194194, Book 401, Page 68.

D. Connolly and Barrick are parties to the Option Agreement (the "South Option Agreement") in respect of the South Property. The Short Form of Option Agreement for the South Option Agreement was recorded in the Office of the Eureka County Recorder on November 6, 2002, Document 179384, Book 353, Page 259. Connolly assigned to Grantor all of Connolly's right, title and interest in and to the South Option Agreement by the Assignment of Option Agreement dated November 2, 2004, recorded in the Office of the Eureka County Recorder on December 6, 2004, Document 194196, Book 401, Page 72. The North Option Agreement and the South Option Agreement are collectively referred to in this Deed and Assignment as the "Option Agreements."

E. Grantor is the owner of the mineral production royalty of one percent (1%) of the net revenues derived from the production of valuable minerals from the North Property provided for in the North Mining Lease and North Option Agreement and as reserved in the General Warranty Deed With Reservation of Royalty (North) dated December 11, 2007 (the "North Deed"), from Grantor to Barrick recorded in the Office of the Eureka County Recorder on December 13, 2007, Document 211324, Book 467, Page 241 (together with all rights and interests in, to and under the North Deed the "North Royalty").

F. Grantor is the owner of the mineral production royalty of one percent (1%) of the net revenues derived from the production of valuable minerals from the South Property provided for in the South Mining Lease and the South Option Agreement as reserved in the General Warranty Deed With Reservation of Royalty (South) dated December 11, 2007 (the "South Deed"), from Grantor to Barrick recorded in the Office of the Eureka County Recorder on December 13, 2007, Document 211323, Book 467, Page 234 (together with all rights and interests in, to and under the South Deed the "South Royalty"). The North Royalty and the South Royalty are collectively referred to as the "Royalty."

G. As a result of the transactions under the Mining Leases, the Option Agreements and the North Deed and the South Deed, Grantor is the owner of the Royalty.

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H. Grantor and Grantee have entered the Purchase Agreement dated January 7, 2014 (the "Purchase Agreement") pursuant to which Grantor agreed to sell and convey, and Grantee agreed to purchase and acquire, among other things, all of Grantor's rights, title and interest in and to the Royalty.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge and confirm, and intending to be legally bound, the parties agree as follows:

Deed and Assignment

1. Deed of Royalty and Assignment of Rights. Effective on the date stated below (the "Effective Date") (a) Grantor assigns, conveys, delivers, grants, sells and transfers to Grantee, free and clear of all liens, claims and encumbrances of every type and nature whatsoever, all of Grantor's rights, title and interest in and to the North Deed and South Deed, including the Royalty; and (b) Grantor assigns, sells and transfers Grantor's interests, rights and privileges appurtenant to the North Deed and South Deed, including the Royalty, in and under the Mining Leases and the Option Agreements to Grantee.

2. Assumption and Retention of Liabilities.

(a) From and after the Effective Date, Grantee shall assume, pay and discharge when due and be responsible for all liabilities, if any, arising after the Effective Date from the ownership by Grantee of the North Deed and South Deed, including the Royalty, and the liabilities relating to North Deed and South Deed, including the Royalty, under the Mining Leases and the Option Agreements.

(b) At all times from and after the Effective Date, Grantor shall retain, pay and discharge as and when due and be responsible for all liabilities arising from: (1) ownership of the North Deed and South Deed, including the Royalty, by Grantor or Grantor's predecessors-in-interest before the Effective Date, and the liabilities relating to the the North Deed and South Deed, including Royalty, under the Mining Leases and the Option Agreements; and (2) ownership of the North Deed and South Deed, including the Royalty Property and the mineral estate in the Royalty Property, and any fixtures and improvements on the Royalty Property, by Grantor and Grantor's predecessors-in-interest before the Effective Date, and the conduct by Grantor and Grantor's predecessors-in-interest of any activity or operations on the fee lands which constitute the Royalty Property.

3. Audit Rights. Notwithstanding provisions of this Deed and Assignment or the Purchase Agreement, from and after the Effective Date, Grantor may exercise the rights stated in the Mining Leases, Option Agreements and the Deeds to review records and conduct audits of payment of the Royalty under such instruments for periods before the Effective Date,

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provided that Grantor exercises such rights in accordance with the terms and conditions provided in such instruments. Grantor shall notify Grantee of Grantor's intent to exercise such rights not less than ten (10) business days before Grantor begins Grantor's review of the records or audit of payment of the Royalty. Grantor shall maintain the confidentiality of the information obtained by Grantor in accordance with the terms of the Purchase Agreement.

4. **Binding Effect.** This Deed and Assignment and all of its provisions shall be binding upon and shall enure solely to the benefit of the parties and their respective successors and assigns.

5. **No Third Party Beneficiaries.** Nothing in this Deed and Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties and their respective successors and assigns, any remedy or claim or by reason of this Deed and Assignment or any agreements, conditions, covenants or terms of this Deed and Assignment which shall be for the sole and exclusive benefit of the parties and their respective successors and assigns.

6. **Construction.** This Deed and Assignment is delivered pursuant to and is subject to the Purchase Agreement. Nothing in this Deed and Assignment shall alter, amend, change or extend (nor shall it be deemed or construed to alter, amend, change or extend) the terms or conditions of the Purchase Agreement in any manner whatever, and such terms and conditions shall remain in full force and effect in accordance with the terms of the Purchase Agreement. If any conflict arises between the Purchase Agreement and this Deed and Assignment, the terms of this Deed and Assignment shall govern, supersede and prevail.

7. **Amendment and Waiver.** This Deed and Assignment may be amended and any provision of this Deed and Assignment may be waived, provided that any such amendment or waiver will be binding upon: (a) Grantor only if such amendment or waiver is stated in a writing executed by Grantor; and (b) Grantee only if such amendment or waiver is stated in a writing executed by Grantee. No course of dealing between or among the parties will be deemed effective to amend, discharge or modify any part of this Deed and Assignment or any of the rights or obligations of the parties to this Deed and Assignment.

8. **Notice Provision.** Any notices required or authorized to be given by this Deed and Assignment shall be in written form. Any notices required or authorized to be given by this Deed and Assignment may be sent by courier or by mail, registered or certified delivery, postage prepaid and return receipt requested, addressed to the proper party at the following address or such address as the party shall have designated to the other parties in accordance with this paragraph. Such notice shall be effective on the date of receipt by the addressee party.

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If to Grantor: Thomas P. Connolly and Volina L. Connolly, trustees of
the Thomas and Volina Connolly Family Trust dated
November 2, 2004
McClusky Creek HC 66 Box 60
Crescent Valley, NV 89821

With copy to: John E. Marvel
217 Idaho Street
P.O. Box 2645
Elko, Nevada 89803

If to Grantee: Royal Gold, Inc.
1660 Wynkoop St., Suite 1000
Denver, CO 80202-1132
Attention: General Counsel

9. Governing Law. This Deed and Assignment will be governed by and construed in accordance with the laws of the State of Nevada without giving effect any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Nevada.

10. Dispute Resolution. Any legal action or proceeding commenced by a party to construe or enforce the terms of this Deed and Assignment shall be commenced and maintained in the District Court of the State of Nevada in and for the County of Eureka. Each party submits to jurisdiction of such District Court and agrees that venue in such District Court is proper. The prevailing party in any such action or proceeding shall be entitled to recover its costs and reasonable attorney's fees incurred in the action or proceeding.

11. Jury Trial Waiver. Each party waives any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Deed and Assignment or any other instrument, document or agreement executed or delivered in connection or, (ii) in any way connected with or related or incidental to the dealings of the parties or either of them with respect to this Deed and Assignment or any other instrument, document or agreement executed or delivered by them, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise. Each party agrees that the other party may file an original counterpart or a copy of this Deed and Assignment with any court as written evidence of the consent of first party to the waiver of its right to trial by jury.

[Signatures follow on next page]

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The parties have executed this Deed of Royalty effective on January 7, 2014.

Thomas and Volina Connolly Family Trust

By Thomas P. Connolly
Thomas P. Connolly, Trustee

By Volina L. Connolly
Volina L. Connolly, Trustee

Royal Gold, Inc.

By T. Jensen
Tony A. Jensen,
President and Chief Executive Officer

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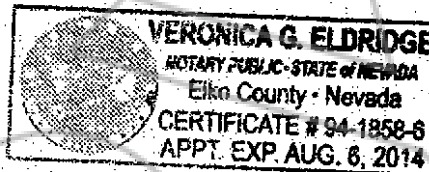
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STATE OF NEVADA,)
SS.
COUNTY OF ELKO.)

This Deed of Royalty was acknowledged before me on January 7, 2014, by Thomas P. Connolly as Trustee of the Thomas and Volina Connolly Family Trust.

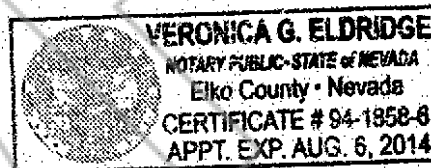
Veronica D Eldridge
Notary Public



STATE OF NEVADA,)
SS.
COUNTY OF ELKO.)

This Deed of Royalty was acknowledged before me on January 7, 2014, by Volina L. Connolly as Trustee of the Thomas and Volina Connolly Family Trust.

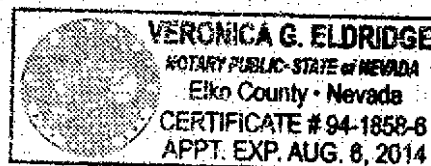
Veronica D Eldridge
Notary Public



STATE OF NEVADA,)
SS.
COUNTY OF ELKO.)

This Deed of Royalty was acknowledged before me on January 7, 2014, by Tony A. Jensen, President and Chief Executive Officer of Royal Gold, Inc.

Veronica D Eldridge
Notary Public



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EXHIBIT A

The Property

The following fee lands (including the surface and mineral estates) located in Eureka County, Nevada.

PARCEL 2:

TOWNSHIP 26 NORTH, RANGE 49 EAST, MDB&M

Section 6: Lots 6, 7 and 8

Section 7: Lots 1, 2, 3 and 4



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EXHIBIT A

The Property

The following fee lands (including the surface and mineral estates) located in Eureka County, Nevada.

PARCEL 1:

TOWNSHIP 26 NORTH, RANGE 48 EAST, MDB&M

Section 13: Lot 4; SW1/4SE1/4; SW1/4NW1/4; N1/2SW1/4; SE1/4SW1/4

PARCEL 2:

TOWNSHIP 26 NORTH, RANGE 49 EAST, MDB&M

Section 18: Lots 1, 2, 3 and 4

Section 19: Lots 1, 2, 3 and 4

PARCEL 4:

TOWNSHIP 26 NORTH, RANGE 48 EAST, MDB&M

Section 13: SW1/4NW1/4SE1/4

TOWNSHIP 26 NORTH, RANGE 49 EAST, MDB&M

Section 30: Lot 1; N1/2 of Lot 6



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State of Nevada

Declaration of Value Form

DOC# DV-226563

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Official Record

Requested By

MARVEL & MARVEL, LTD

Eureka County - NV

Mike Rebaleati - Recorder

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Fee: \$22.00

Recorded By FS

PRTT: \$0.00

1. Assessor Parcel Number(s)

- a) N/A mineral rights and mineral royalty only
b) _____
c) _____
d) _____

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg. f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
i. ☒ Other - Mineral rights and mineral royalty

3. a. Total Value/Sales Price of Property

\$ _____

b. Deed in Lieu of Foreclosure Only (value of property) (_____)

c. Transfer Tax Value:

\$ N/A

d. Real Property Transfer Tax Due

\$ 0

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: 375.0101(b)(8)

b. Explain reason for Exemption: not a deed; mineral rights and mineral royalty only

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature

Solivia L. Connolly

Capacity Trustee of the Connolly Family Trust

Signature

J. [Signature]

Capacity GRANTEE

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Connolly Family Trust
Address: McClusky Creek, HC 66, Box 60
City: Crescent Valley
State: CA Zip: 89821

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Royal Gold, Inc.
Address: 1660 Wynkoop St., Suite 1000
City: Denver
State: CO Zip: 80202-1132

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____ Escrow #: _____
Address: _____
City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED