

**DOC# 226565**

01/08/2014

01:04PM

Assessor's Parcel No. n/a – mineral rights and royalty only  
Recorded at the request of  
and when recorded return to:

Marvel & Marvel  
217 Idaho Street  
Elko, NV 89801

**Official Record**

Requested By  
MARVEL & MARVEL, LTD

**Eureka County - NV**

**Mike Rebaleati - Recorder**

Page: 1 of 15

Fee: \$28.00

Recorded By FS

RPTT: \$0.00

Book- 0561 Page- 0201



0226565

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

**Deed of Trust and Security Agreement**

This Deed of Trust and Security Agreement (this "Deed of Trust") is made by Royal Gold, Inc., a Delaware corporation ("Trustor"), whose address is 1660 Wynkoop St., Suite 1000, Denver, Colorado 80202-1132, as Trustor, and First American Title, as Trustee ("Trustee"), whose address is 518 Idaho Street, Elko, Nevada 89801, and Thomas P. Connolly and Volina L. Connolly, trustees of the Thomas and Volina Connolly Family Trust dated November 2, 2004, whose address is HC 66, Box 60, Crescent Valley, Nevada 89821, as Beneficiary (collectively "Beneficiary").

**Recitals**

A. Effective the date of this Deed of Trust, Trustor and Beneficiary entered into a Purchase Agreement (the "Purchase Agreement"), in accordance with which Trustor agreed to purchase certain mineral rights and mineral production royalties from Beneficiary.

B. In accordance with the terms of the Purchase Agreement and the Promissory Note (the "Note") in the principal amount of Seven Million Dollars (\$7,000,000.00) executed and delivered by Trustor in accordance with the Purchase Agreement, Trustor has agreed and covenanted to grant to Beneficiary a lien against and security interest in the property purchased by Trustor.

Now, therefore, for the purpose of securing full payment of the Note and Trustor's performance of its obligations under the Note, Trustor agrees with the Trustee and Beneficiary as follows:

1. **Grant.** To secure payment of Trustor's indebtedness and obligations under the Note (collectively the "Obligations"), Trustor grants, bargains, sells, conveys, transfers and assigns to Trustee in trust, with power of sale, and grants a security interest to the Beneficiary in, all of the following collateral:

a. All of Trustor's right, title or interest in and to the North Deed and South Deed

and the Royalty thereunder (including the proceeds of the Royalty), the Mining Leases and the Option Agreements (all as such capitalized terms as are defined and further described in the Purchase Agreement) which documents are further described in Exhibit A, and such other right, title or interest acquired by Trustor in replacement of any thereof (collectively the "Property"). The Royalty burdens the fee lands situated in Eureka County, Nevada more particularly described in Exhibit A attached to and by this reference incorporated in this Deed of Trust.

b. To have and to hold the Property, together with all of the benefits, privileges and rights belonging, incidental or appertaining to the Property, to the Trustee, in trust, for the security and benefit of the Beneficiary, to secure and enforce payment of the Obligations.

c. This Deed of Trust is also intended to serve as a security agreement as defined in the Nevada Uniform Commercial Code, and the remedies for any failure by Trustor to pay the Obligations shall be cumulative and exerciseable (i) as prescribed in this Deed of Trust, or (ii) by general law, or (iii) as to such part of the security which is also reflected in the financing statement by the specific statutory consequences now or later enacted and specified in the Uniform Commercial Code, all at Beneficiary's sole election. Promptly following Beneficiary's request, Trustor shall execute any and all such documents, including without limitation, financing statements pursuant to the Uniform Commercial Code, as Beneficiary may reasonably request, to preserve and maintain the priority of the lien created by this Deed of Trust on the Property. Trustor authorizes and empowers Beneficiary to execute and file, on Trustor's behalf, all financing statements and refilings and continuations as Beneficiary deems necessary or advisable to create, preserve and protect the lien. Trustor and Beneficiary agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as derogating from or impairing the express declaration and intention of the parties, that the personal property described in the Exhibit A to this Deed of Trust is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be regarded as part of the real estate encumbered by this Deed of Trust. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any insurance policy or (2) Trustor's interest as lessor in the Mining Leases or in any future leases in replacement of the Mining Leases shall never be construed as altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien or by any other recorded document, but such mention in the financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall hold, with respect to the matters stated in the foregoing clauses (1) and (2) that notice of Beneficiary's priority of interest, to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government, must be filed in the Uniform Commercial Code records.

## **2. Maintenance of Property.**

Trustor shall pay promptly before delinquency all taxes and assessments, general, special, ordinary and extraordinary, that may be levied or assessed during the term of this Deed of Trust and on the Property subject to this Deed of Trust. Trustor shall upon request furnish to Beneficiary copies of receipts or proof of payment for all such taxes and assessments when paid.



3. **Adoption of Statutory Covenants.** Covenants 1, 2 (in an amount deemed reasonable by Trustor), 3, 4 (interest at the rate provided in the Note), 6, 8 and 9 of the Nevada Revised Statutes 107.030 are adopted and made part of this Deed of Trust.

4. **Default.** The term "Event of Default" means any one or more of the following events:

a. Failure by Trustor to pay (i) default interest, if any, or principal, which shall become due and payable under the Note, including, at maturity or upon acceleration; (ii) any assessments or taxes against the Property when due; or (iii) any other sums when due to be paid by Trustor under this Deed of Trust or the Note.

b. Breach by Trustor of any covenant, condition or agreement in the Note or this Deed of Trust.

c. If (i) a petition is filed by or against Trustor seeking or acquiescing any arrangement, composition, dissolution, liquidation, readjustment or reorganization or similar relief under any law relating to bankruptcy or insolvency; (ii) Trustor acquiesces in, consents to or seeks or is subject to the appointment of any liquidator, receiver or trustee; (iii) Trustor makes any general assignment for the benefit of its creditors; or (iv) Trustor becomes insolvent.

d. Except as otherwise permitted under this Deed of Trust, Trustor shall not, directly or indirectly, alienate or further encumber any interest in all or any part of the Property, assign, contract to sell, convey, sell or transfer, either voluntarily or involuntarily, all or any part of the Property or any interest in it, nor shall a voluntary grant of an option, pledge, sale or other transfer or any change in the ownership or control of Trustor be effected. Any such sale, conveyance, alienation, transfer, pledge, option, or encumbrance made without Beneficiary's prior written consent shall be void, and shall give Beneficiary the right and option to declare all sums secured by this Deed of Trust immediately due and payable. The right and option of Beneficiary under this subsection to declare a default for any of the above-mentioned acts or events may be exercised at any time after the occurrence of any such act or event and Beneficiary's acceptance of one or more payments of the Obligations shall not constitute a waiver of Beneficiary's right and option. Beneficiary's consent to any alienation, assignment, conveyance, disposition, encumbrance or other lien, sale or transfer or failure to exercise such right and option concerning any of the foregoing shall not be construed as a waiver of Beneficiary's right and option with regard to any subsequent transactions. Trustor shall not, without the prior written consent of Beneficiary, further assign the rents from the Property to anyone other than the Beneficiary, and any such assignment without prior express written consent of Beneficiary shall be null and void. Trustor agrees that if the ownership of all or any part of the Property becomes vested in a person other than Trustor, Beneficiary may, without notice to Trustor, deal in any way with such successor or successors in interest with reference to this Deed of Trust and the Obligations without in any way vitiating or discharging Trustor's liability under this Deed of Trust or under the Note. No sale of the Property and no forbearance to any person with respect to the Deed of Trust and no extension to any person of the time for payment of the Obligations given by Beneficiary shall operate to release, discharge, modify, change or affect the original liability of Trustor either in whole or in part.



e. Notwithstanding the provisions of Section 4.d, Trustor may convey, sell and transfer the Property, or any part thereof, to Barrick Gold U.S. Inc., a California corporation, or its affiliate ("Barrick"), without Beneficiary's prior consent, provided that (i) in exchange for Trustor's interests in such Property, Trustor reserves a new or restated mineral royalty or royalties in the fee lands described in Exhibit A on substantially the same terms as the Royalty (collectively, the "New Royalty"); (ii) Trustor grants to Beneficiary a first priority lien and security interest in the New Royalty, by amendment, supplement or restatement of this Deed of Trust or otherwise, on substantially the same terms as stated in this Deed of Trust (*mutatis mutandis*) which preserves the effectiveness and priority of the lien and security interest granted to the Beneficiary under this Deed of Trust. Trustor shall notify Beneficiary of Trustor's intent to enter into any such agreement with Barrick and shall deliver to Beneficiary copies of the agreement and related documents and instruments by which the New Royalty shall be granted and conveyed and by which Beneficiary's lien and security interest in the New Royalty shall be granted and perfected.

**5. Remedies.** In addition to the remedies afforded to Beneficiary under the laws of the State of Nevada, including the Nevada Uniform Commercial Code, Beneficiary shall have the following powers concerning enforcement of this Deed of Trust:

a. If an Event of Default occurs and is continuing, Beneficiary may, at its option and in its sole and absolute discretion, deliver to the Trustee written declaration of default and demand for sale and of written Notice of Breach and Election to Sell to cause the Property to be sold to satisfy Trustor's Obligations, which Notice the Trustee shall cause to be filed for record. Beneficiary also may deposit with the Trustee the Note and all documents evidencing the Obligations.

b. After the lapse of such time as may then be required by law following the recordation of the Notice of Breach and Election to Sell, the notice of sale having been given as then required by law, the Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. The Trustee may, for any cause it deems expedient, postpone the sale of all or any portion of the Property until it shall be completed and, in every case, notice of postponement shall be given by public announcement at the time and place last appointed for the sale and from time to time the Trustee may postpone such sale by public announcement at the time fixed by the preceding postponement. The Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's deed of any matters or facts shall be conclusive proof of their truthfulness. Any person, including Beneficiary, may bid at the sale.

After deducting all costs, fees and expenses of the Trustee and of this Trust, including the cost of any evidence of title procured in connection with such sale, the Trustee shall apply the proceeds of sale to the payment of all sums expended under the terms of this Deed of Trust, not then repaid, all other Obligations, and the remainder, if any, to the persons legally entitled to the





remainder.

c. If an Event of Default occurs and is continuing, Beneficiary may, either with or without entry or taking possession or otherwise, and without regard to whether or not the Obligations shall be due and without prejudice to the right of Beneficiary later to bring an action or proceeding to foreclose or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding to enforce payment of the Obligations; to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and to sell, as an entirety or in separate lots or parcels, the Property pursuant to the laws of the State of Nevada or under the judgment or decree of a court or courts of competent jurisdiction and Beneficiary shall be entitled to recover in any such proceeding all incidental costs and expenses, including reasonable attorneys' fees and costs (including, expressly, costs incurred for services of paralegals and for computer-assisted legal research) in such amount as shall be awarded by the court; and to pursue any other remedy available to it at law or in equity.

d. If an Event of Default occurs and is continuing, Beneficiary shall have the right (subject to any applicable limitation in the Note or this Deed of Trust) to pursue any of the following remedies separately, successively or simultaneously: (a) file suit and obtain judgment and, in conjunction with any action, Beneficiary may seek any ancillary remedies provided by law, including levy of attachment and garnishment; (b) notify any account debtor of Trustor or any other obligor of any obligation payable to Trustor in respect of the Property to make payment to Beneficiary; (c) enforce Trustor's rights against account debtors and obligors in respect of the Property; (d) apply to or petition a court of competent jurisdiction for the appointment of a receiver to take possession of any or all of the Property and to collect any or all rents, incomes and other benefits in connection with any Property; (e) take control and possession of any Property, and any and all products and proceeds of Property, if not already in its control and possession without demand and without legal process; and (f) with or without taking control or possession, sell, lease or otherwise dispose of any or all of the Property at public or private sale in accordance with applicable Law. If Trustor for any reason fails to surrender or deliver the Property after Beneficiary's demand, Beneficiary may obtain a judgment or decree conferring on Beneficiary the right to immediate possession or requiring Trustor to deliver immediate possession of all or part of the Property to Beneficiary. Trustor specifically consents to the entry of such judgment or decree, and to the award to Beneficiary of possession of the Property, and the award to Beneficiary of its costs incurred to obtain such a judgment, including reasonable attorneys fees and court costs, and all such costs shall be, until paid, secured by the lien of this Deed of Trust and bear interest at the default interest rate specified in the Note. On the occurrence of an Event of Default (subject to any applicable limitation in the Note or this Deed of Trust), Trustor must cooperate fully with Beneficiary in the exercise of Beneficiary's right to take control or possession of the Property and any proceeds or products of the Property. No right, power or remedy conferred upon or reserved to Beneficiary by this Deed of Trust or any other agreement or document executed or delivered in connection with the Obligations is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent to any other right, power and remedy now or later existing at law or in equity or given under the Note or this Deed of Trust. No delay or



omission by Beneficiary to exercise any right or remedy accruing upon any Event of Default shall (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to the Event of Default, or (c) affect any subsequent default of the same or a different nature. Beneficiary will have no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Beneficiary may release, modify or waive any Property provided by any other person to secure any of the Obligations, all without affecting Beneficiary's rights against Borrower and the Property. Trustor waives any right it may have to require Beneficiary to pursue any third person for any of the Obligations. Beneficiary may sell Property without giving any warranties as to the Property, and may specifically disclaim any warranties of title or the like. No such action will be considered to adversely affect the commercial reasonableness of any sale of Property.

**6. Further Assurances.** At any time and from time to time, upon Beneficiary's request, Trustor shall make, execute and deliver, or cause to be made, executed and delivered to Beneficiary, and, where appropriate, shall cause to be recorded or filed, and from time to time to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by Beneficiary, any and all such further deeds of trust, instruments of further assurance, certificates and other documents as Beneficiary may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve the Obligations of Trustor under the Note and this Deed of Trust, and the lien of this Deed of Trust as a lien upon all of the Property, and any right, title or interest acquired by Trustor in replacement of any thereof, and unto all and every person or persons deriving any estate, right, title or interest under this Deed of Trust or the power of sale granted under this Deed of Trust. Upon any failure by Trustor to do so, Beneficiary may make, execute, record, file, re-record and refile any and all such deeds of trust, instruments, certificates and documents for and in the name of Trustor, and Trustor irrevocably appoints Beneficiary the agent and attorney-in-fact of Trustor to do so.

**7. Delay or Omission No Waiver.** No delay or omission of Trustee or Beneficiary or any holder of the Note to exercise any right, power or remedy upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence. Every right, power and remedy given to Trustee or Beneficiary may be exercised from time to time and as often as may be deemed expedient by Trustee or Beneficiary.

**8. No Waiver of One Default to Affect Another.** No waiver of any Event of Default under this Deed of Trust shall extend to or affect any subsequent or any other Event of Default. If Beneficiary grants forbearance or any extension of time for payment of the Obligations any secured sums, takes other or additional security for the Obligations, waives or does not exercise any right granted in the Purchase Agreement, the Note or this Deed of Trust, releases any part of the Property from the lien of this Deed of Trust or any other instrument securing the Note, or makes or consents to any agreement changing the terms of this Deed of Trust or subordinating the lien or any change of this Deed of Trust, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this Deed of Trust or otherwise of Trustor, or any subsequent purchaser of the Property or any maker, obligor, co-signor, surety or guarantor. No such act or omission shall preclude Beneficiary from exercising any right, power



or privilege granted to Beneficiary or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary, shall the lien of this Deed of Trust be altered except to the extent of any release. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Beneficiary without notice to any person, firm or corporation, is authorized and empowered to deal with any vendee or transferee with reference to the Property or the Obligations, or with reference to any of the terms or conditions of this Deed of Trust, as fully and to the same extent as it might deal with the original parties and without in any way releasing or discharging any of the Trustor's liabilities or undertakings.

**9. Discontinuance of Proceedings; Position of Parties Restored.** If Beneficiary proceeds to enforce any right or remedy under this Deed of Trust by foreclosure, entry or otherwise and such proceedings are discontinued or abandoned for any reason, or such proceedings result in a final determination adverse to Beneficiary, then and in every such case, Trustor and Beneficiary shall be restored to their former positions and rights, and all rights, powers and remedies of Beneficiary shall continue as if no such proceedings had been taken.

**10. Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Trustee or Beneficiary by the Note, this Deed of Trust or any other instrument or document securing the Note or otherwise executed in connection with the Obligations, is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent to any other right, power and remedy now or later existing at law or in equity or given under this Deed of Trust or under the Note or the Purchase Agreement.

**11. Heirs, Legal Representatives, Successors and Assigns.** Except as otherwise prohibited by the terms of this Deed of Trust, whenever one of the parties is named in this Deed of Trust, the heirs, successors and assigns of such party shall be included and all covenants, agreements, terms, provisions and conditions contained in this Deed of Trust, by or on behalf of Trustor, Trustee or Beneficiary shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. In the event Trustor is composed of more than one party, the Obligations arising under this Deed of Trust, are the joint and several Obligations of each such party. Trustor shall not alienate, assign, convey, dispose of, encumber, grant a lien or security interest in, lease, sell, or transfer all or any part of the Property, except with Beneficiary's prior written consent which shall not be withheld unreasonably.

**12. Addresses for Notices.** Wherever provision is made in this Deed of Trust for the giving, service, or delivery of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served, and delivered: (a) on the date personally delivered; (b) on the date of receipt by the addressee of any item transmitted by United States registered or certified mail (return receipt requested), postage prepaid; (c) on the date of receipt by the addressee of any item transmitted by facsimile, telegraph, telex or other electronically transmitted means, or (d) on the first (1st) business day following the date on which delivered to a commercially-responsible overnight courier which provides service between the point of origin and the point of destination, addressed to the party which is to receive such notice at the address stated above or to such other



address(es) as may be designated in writing by the other parties, and for notices to Beneficiary, with a copy to John E. Marvel, 217 Idaho Street, P.O. Box 2645, Elko, Nevada 89803.

**13. Headings; Construction.** The headings of the articles, sections, paragraphs and subdivisions of this Deed of Trust are for convenience of reference only, are not to be considered a part of this Deed of Trust, and shall not limit or expand or otherwise affect any of the terms. Wherever the context so requires, words used in the singular may be read in the plural, words used in the plural may be read in the singular, words importing the neuter shall include the masculine and feminine genders, words importing the feminine gender shall include the masculine and the neuter, and words importing the masculine gender shall include the feminine and the neuter.

**14. Severability.** In the event that any of the covenants, agreements, terms or provisions contained in the Note or in this Deed of Trust shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained in the Note, in this Deed of Trust shall in no way be prejudiced or disturbed.

**15. Modification.** Neither this Deed of Trust nor any of its terms, may be changed, waived, discharged or terminated orally, nor by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement later made by Trustor and Beneficiary relating to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance. Whenever a power of attorney is conferred upon Beneficiary, it is understood and agreed that such power is conferred with full power of substitution and Beneficiary may elect in its sole discretion to exercise such power itself or to delegate all or any part of such power to one or more sub-agents.

**16. Governing Law; Jurisdiction; Venue.** This Deed of Trust is made by Trustor and accepted by Beneficiary to be governed by and under the laws of the State of Nevada and shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Nevada. Trustor and Beneficiary agree to the exclusive jurisdiction of the Seventh Judicial District Court located in Eureka, Nevada, and waives any objection based on venue or *forum non conveniens* with respect to any action instituted and agrees that any dispute concerning the relationship among Trustor, Trustee and Beneficiary or the conduct of any party in connection with this Deed of Trust shall be heard only in the courts described in this paragraph. Despite the foregoing, Beneficiary shall have the right to bring any action or proceeding against Trustor or its property in the courts of any other jurisdiction Beneficiary deems necessary or appropriate in order to enforce the security interest and lien granted to Beneficiary or to realize on the Property or other security for Trustor's Obligations.

**17. 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 of Trust or any other instrument, document or agreement executed or delivered in connection herewith 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 of Trust or any other instrument, document or agreement executed or delivered by them in





connection herewith, 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 of Trust with any court as written evidence of the consent of first party to the waiver of its right to trial by jury.

**18. Substitution of Trustee.** Beneficiary, or any successor in ownership of any Obligations may from time to time, by instrument in writing, substitute a successor to any Trustee named or acting trustee, which instrument, executed by Beneficiary and duly acknowledged and recorded in the Office of the Recorder of Eureka County, Nevada, shall be conclusive proof of proper substitution of such successor trustee or trustees, who shall succeed to all title, estate, rights, powers and duties of the Trustee. The instrument must contain the name of the original Trustor, Trustee and Beneficiary, the book and page where this Deed of Trust is recorded and the name and address of the new trustee.

**19. Reconveyance.** Upon written request of Beneficiary stating that all Obligations have been paid, and upon surrender of this Deed of Trust and the Note to the Trustee for cancellation and retention and upon payment of its fees, the Trustee promptly shall reconvey, without warranty, the Property then held by Trustee. The recitals in such reconveyance of any matters or facts shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

**20. Attorneys' Fees.** Without limiting any other provision in this Deed of Trust, Trustor agrees to pay all costs of Beneficiary or Trustee incurred in connection with the enforcement of this Deed of Trust or the taking of this Deed of Trust as security for the repayment of the Note, including, without limitation, all attorneys' fees (including, expressly, costs of services of paralegals and computer-assisted legal research) whether or not suit is commenced, and including specifically fees incurred in connection with any appellate, bankruptcy, deficiency, or any other litigation proceedings, all of which sums shall be secured by this Deed of Trust.

Dated effective January 7, 2014.

Royal Gold, Inc.

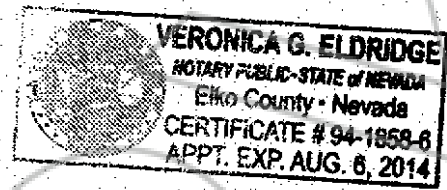
By   
Tony A. Jensen,  
President and Chief Executive Officer



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

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

Veronica G. Eldridge  
Notary Public



COPIES



**Exhibit A**  
**Description of Property**

**Mineral Rights.** An undivided fifty percent (50%) interest in the mineral rights in and on the fee lands described on Schedule 1 to this Exhibit A.

**Mining Leases and Option Agreements.**

The Mining Lease dated October 16, 2002 (the "North Mining Lease"), among Thomas P. Connolly, also known as Tom Connolly, and Volina L. Connolly, also known as Volina 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., as lessee, for which the Short Form of Mining Lease was recorded in the Office of the Eureka County Recorder on November 6, 2002, Document 179383, Book 353, Page 253.

The Mining Lease dated October 16, 2002 (the "South Mining Lease"), among Thomas P. Connolly, also known as Tom Connolly, and Volina L. Connolly, also known as Volina 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., as lessee, for which the Short Form of Mining Lease was recorded in the Office of the Eureka County Recorder on November 6, 2002, Document 179382, Book 353, Page 247.

The Option Agreement (the "North Option Agreement") among Thomas P. Connolly, also known as Tom Connolly, and Volina L. Connolly, also known as Volina Connolly, as optionors, and Placer Dome U.S. Inc., a California corporation whose name was changed to Barrick Gold U.S. Inc., as optionee, for which 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.

The Option Agreement (the "South Option Agreement") among Thomas P. Connolly, also known as Tom Connolly, and Volina L. Connolly, also known as Volina Connolly, as optionors, and Placer Dome U.S. Inc., a California corporation whose name was changed to Barrick Gold U.S. Inc., as optionee, for which 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.

**Mineral Production Royalties.**

The mineral production royalty of one percent (1%) of the net revenues derived from the production of valuable minerals from the mineral properties described in the North Mining Lease and the North Option Agreement and as reserved in the General Warranty Deed With Reservation of Royalty (North) dated December 11, 2007 (the "North Deed"), from Seller to Barrick recorded in the Office of the Eureka County Recorder on December 13, 2007, Document 211324, Book 467, Page 241.



The mineral production royalty of one percent (1%) of the net revenues derived from the production of valuable minerals from the mineral properties described in the South Mining Lease and the South Option Agreement and as reserved in the General Warranty Deed With Reservation of Royalty (South) dated December 11, 2007 (the "South Deed"), from Seller to Barrick recorded in the Office of the Eureka County Recorder on December 13, 2007, Document 211323, Book 467, Page 234.

**Fee Lands.**

The fee lands described on Schedule 1 to this Exhibit A.





**Schedule 1 to Exhibit A**



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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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## 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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