

**DOC # 0229368**

05/15/2015 01:09 PM

**Official Record**

Recording requested By  
ERWIN & THOMPSON LLP

**Eureka County - NV**

**Sara Simmons - Recorder**

Fee: \$59.00

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RPTT:

Recorded By: LH

Book- 578 Page- 0356



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No APN – unpatented mining claims

Recorded at the request of  
and when recorded return to:

Tarsis Resources US Inc.  
c/o Thomas P. Erwin  
Erwin & Thompson LLP  
241 Ridge Street Suite 210  
Reno, Nevada 89501

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

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**Deed With Reservation of Royalty  
Kobeh Project**

This Deed With Reservation of Royalty Kobeh Project dated effective January 26, 2015 ("**Deed**") is made by and between Bridgeport Gold Inc., a Nevada corporation ("**Owner**"), and Tarsis Resources US Inc., a Nevada corporation ("**Tarsis**").

**Recitals**

(a) Owner and Tarsis are parties to the purchase and sale agreement dated effective January 26, 2015 (the "**Agreement**"), concerning the unpatented mining claims described in Eureka County, Nevada, more particularly described in Exhibit 1 attached to and by this reference incorporated in this Deed (collectively the "**Royalty Property**"), in accordance with which Owner agreed to sell to Tarsis all of Owner's right, title and interest in and to the Royalty Property, subject to Owner's reservation to Owner of the mineral production royalty (the "**Royalty**") and the parties' other obligations and rights described in this Deed.

(b) Owner and Tarsis have closed the purchase and sale of the Royalty Property in accordance with the Agreement.

In consideration of the parties' rights and obligations under the Agreement, the parties agree as follows:

1. **Deed.** Owner conveys, grants and transfers to Tarsis, and its assigns and successors forever, all of Owner's right, title and interest in the Royalty Property, except and subject to Owner's reserved Royalty and the parties' rights and obligations under this Deed.

2. **Royalty.** Owner grants, reserves and retains to itself, and Owner's assigns and successors forever, and Tarsis agrees and covenants to pay to Owner, and Owner's assigns and successors, the Royalty. The Royalty percentage rate on the

unpatented mining claims which are subject to an existing mineral production royalty rate shall be half of one percent (0.5%). The Royalty shall apply to all minerals produced from the Royalty Property which are subject to location under the Mining Laws of 1872, as amended.

**2.1 Burden on Royalty Property.** The Royalty shall burden and run with the Royalty Property, including any amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Royalty Property. On amendment, conversion to a lease or other form of tenure, relocation or patenting of any of the unpatented mining claims which comprise all or part of the Royalty Property, Tarsis agrees and covenants to execute, deliver and record in the office of the recorder in which all or any part of the Royalty Property is situated an instrument by which Tarsis grants to Owner the Royalty and subjects the amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to all of the burdens, conditions, obligations and terms of this Deed.

**2.2 Payment of Royalty.** Tarsis shall calculate and pay the Royalty monthly in accordance with the provisions of Exhibit 2.

**2.3 Production Records.** Tarsis shall keep true and accurate accounts, books and records of all of its activities, operations and production of minerals on the Royalty Property.

**2.4 Delivery of Payments.** Tarsis shall deliver the payments under this Deed by check delivered to the address designated by Owner or by wire transfer to the account designated by Owner.

**3. Commingling.** Tarsis shall have the right to commingle minerals from the Royalty Property with minerals mined from other properties. Not less than sixty (60) days before commencement of commingling, Tarsis shall notify Owner and shall deliver to Owner Tarsis' proposed commingling plan for Owner's review. Before Tarsis commingles any minerals produced from the Royalty Property with minerals from other properties, the minerals produced from the Royalty Property and other properties shall be measured and sampled in accordance with sound mining and metallurgical practices for metal, commercial minerals and other appropriate content. Tarsis shall keep detailed accounts and records which show measures, assays of metal, commercial minerals, and other appropriate content and penalty substances, and gross metal content of the minerals. From this information, Tarsis shall determine the amount of the Royalty due and payable to Owner for minerals produced from the Royalty Property commingled with minerals from other properties.

**4. Reports.** Not later than March 1 of each calendar year, Tarsis shall deliver to Owner a summary report of the exploration, development and mining activities and operations conducted by Tarsis on or relating to the Royalty Property during the preceding calendar year. Such annual report shall include estimates of proposed



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expenditures upon, anticipated production from, and estimated mineral reserves and resources on the Royalty Property for the succeeding year. Tarsis shall provide Owner access to all data and information regarding the Royalty Property and the mineral reserves and resources on the Royalty Property.

**5. Inspections.** On reasonable advance notice to Tarsis, Owner, or its authorized agents or representatives, annually may enter upon the surface and subsurface portions of the Royalty Property for the purpose of inspecting the Royalty Property and Tarsis' operations on the Royalty Property. Owner and its agents and representatives shall enter the Royalty Property at their risk and shall defend, indemnify and hold harmless Tarsis from any claims or damages resulting or arising from Owner's exercise of its rights under this Section. Owner and its agents and representatives shall comply with all federal, state and local laws, regulations and ordinances and Tarsis' safety regulations and rules when on the Royalty Property.

**6. Compliance with Laws, Reclamation, Environmental Obligations and Indemnities.**

**6.1 Compliance with Laws.** Tarsis shall at all times comply with all applicable federal, state and local laws, regulations and ordinances relating to Tarsis' activities and operations on or relating to the Royalty Property.

**6.2 Reclamation, Environmental Obligations and Indemnities.** Tarsis shall perform all reclamation required under federal, state and local laws, regulations and ordinances relating to Tarsis' activities or operations on or relating to the Royalty Property. Tarsis shall defend, indemnify and hold harmless Owner from and against any and all actions, claims, costs, damages, expenses (including attorney's fees and legal costs), liabilities and responsibilities arising from or relating to Tarsis' activities or operations on or relating to the Royalty Property, including those under laws, regulations and ordinances intended to protect or preserve the environment or to reclaim the Royalty Property. Tarsis' obligations under this Section shall survive the abandonment, surrender or transfer of the Royalty Property.

**7. Tailings and Residues.** All tailings, residues, waste rock, spoiled leach materials and other materials (collectively "**Materials**") resulting from Tarsis' operations and activities on the Royalty Property shall be Tarsis' sole property, but shall remain subject to the Royalty if they are processed or reprocessed and Tarsis receives revenues from such processing or reprocessing. If Materials are processed or reprocessed, the Royalty payable shall be determined by using the best engineering, metallurgical and technical practices and standards then available.

**8. Title Maintenance.**

**8.1 Title Maintenance and Taxes.** Tarsis shall maintain title to the Royalty Property, including without limitation, paying when due all taxes on or with respect to the Royalty Property and doing all things and making all payments necessary



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or appropriate to maintain the right, title and interest of Tarsis and Owner, respectively, in the Royalty Property and under this Deed. Tarsis shall deliver to Owner proof of Tarsis' compliance with this Section not less than fifteen (15) days before the applicable deadline.

**8.2 Assessment Work and Claim Maintenance Fees.** Tarsis shall perform all required assessment work on, pay all mining claim maintenance fees and make such filings and recordings as are necessary to maintain title to the Royalty Property in accordance with applicable federal and state laws and regulations. Tarsis shall deliver to Owner proof of Tarsis' compliance with this Section not less than thirty (30) days before the applicable deadline. If Tarsis abandons or surrenders any of the unpatented mining claims included in the Royalty Property pursuant to Section 8.3 and such abandonment occurs within two (2) months before the applicable deadline for performance of assessment work or payment of mining claim maintenance fee for the abandoned or surrendered mining claims and filing and recording of the proof of such payment, Tarsis shall perform such obligations and pay all such fees for the unpatented mining claims which Tarsis abandons or surrenders.

**8.3 Abandonment.** If Tarsis intends to abandon or surrender any of the Royalty Property (the "**Abandonment Property**"), Tarsis shall first give notice of such intention to Owner at least thirty (30) days in advance of the proposed date of abandonment or surrender. At any time before the date of Tarsis' proposed abandonment or surrender of the Royalty Property, Owner may deliver notice to Tarsis that Owner desires Tarsis to convey the Abandonment Property to Owner. In such case, Tarsis shall convey the Abandonment Property to Owner free and clear of any claims, encumbrances or liens created by, through or under Tarsis. If Owner does not timely request reconveyance of the Abandonment Property, Owner's right to do so shall be irrevocably terminated. On Tarsis' abandonment or reconveyance to Owner of the Abandonment Property, Tarsis' obligation to pay the Royalty shall terminate in respect of the Abandonment Property.

## **9. General Provisions.**

**9.1 Conflict.** If a conflict arises between the provisions of this Deed and the provisions of the Agreement, the provisions of the Agreement shall prevail.

**9.2 Entire Agreement.** This Deed and the Agreement constitute the entire agreement between the parties.

**9.3 Additional Documents.** The parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Deed.

**9.4 Binding Effect.** All of the covenants, conditions, and terms of this Deed shall bind and inure to the benefit of the parties and their successors and assigns.



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**9.5 No Partnership.** Nothing in this Deed shall be construed to create, expressly or by implication, a joint venture, mining partnership or other partnership relationship between the parties.

**9.6 Governing Law.** This Deed is to be governed by and construed under the laws of the State of Nevada.

**9.7 Rule Against Perpetuities.** To the extent this Deed or the Royalty applies to any amendments or relocations of the unpatented mining claims made in accordance with the Mining Law of 1872, as from time-to-time amended, repealed, replaced or superseded, or any other federal law or regulation, including the conversion of any present interest in the unpatented mining claims included in the Royalty Property to a lease, license, permit or other form of tenure or to any other rights or interests (including mineral rights) or to any other mineral or Royalty Property rights acquired by a party within the boundaries of the Royalty Property which becomes part of the Royalty Property subject to this Deed or the Royalty (each an "**Acquired Interest**"), the interest in such Acquired Interest shall vest on the date of acquisition. It is the express intention of the parties that each Acquired Interest shall vest within a period of time that complies with the Rule Against Perpetuities (Uniform Act), NRS 111.103 et seq ("**Rule Against Perpetuities**"), as it may be amended from time-to-time, to the extent the Rule Against Perpetuities applies. The parties agree and covenant that if a court of competent jurisdiction finds that this Deed or the Royalty is invalid in any respect or that the Acquired Interest does not vest within a period compliant with the Rule Against Perpetuities, the court may reform this Deed or the Royalty and instrument by which the Acquired Interest was created or acquired in a manner that implements the parties' intentions such that the Acquired Interest is an effective and valid interest, and in all such events, the Royalty shall apply to any Acquired Interest acquired within a period which is twenty-one (21) years less one day from the date of execution of this Deed or the instrument by which the Royalty is granted or reserved, as applicable. The parties irrevocably release and waive the applicability of the Rule Against Perpetuities to any Acquired Interest or to any provision of this Deed or the Royalty. Each party agrees and covenants, for itself and its successors and assigns, that it will not commence any action or arbitration proceeding to declare the Acquired Interest or this Deed or the Royalty ineffective, invalid or void based on the Rule Against Perpetuities, and that it will not in any action or arbitration proceeding commenced by any party, including the other party to this Deed or its successors and assigns, assert as a claim for relief or as an affirmative defense against any claim for relief for enforcement of this Deed or the Royalty or any instrument executed in accordance with this Deed that this Deed or the Royalty or the instrument is invalid or void based on the Rule Against Perpetuities. A party's default of its obligations under the Section shall constitute a material default and breach of this Deed or the instrument, as applicable.

**9.8 Notices.** Any notices required or authorized to be given by this Deed shall be in writing and shall be sent either by commercial courier, facsimile, or by certified U.S. mail, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have



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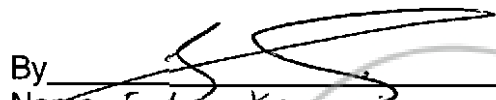
designated to the other parties in accordance with this Section. Such notice shall be effective on the date of receipt by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to Owner: Bridgeport Gold Inc.  
Suite 1400 400 Burrard Street  
Vancouver, British Columbia V6C 3A6

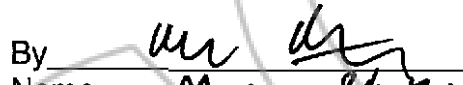
If to Tarsis: Tarsis Resources US Inc.  
Suite 410, 325 Howe Street  
Vancouver, British Columbia V6C 1Z7

This Deed is effective January 26, 2015, regardless of the date on which the parties execute this Deed.

Bridgeport Gold Inc.

By   
Name Erfan Kazemi  
Title Treasurer and CFO

Tarsis Resources US Inc.

By   
Name Marc Blythe  
Title CEO

\_\_\_\_\_)  
: ss.  
\_\_\_\_\_)

This Deed With Reservation of Royalty Kobeh Project was acknowledged before me on February 20, 2015, by Erfan Kazemi, as the Treasurer and CFO of Bridgeport Gold Inc.

  
Notary Public

**SAMANTHA M.L. PREST**  
*Barrister & Solicitor*  
**Cassels Brock and Blackwell LLP**  
#2200 - 885 West Georgia Street  
Vancouver, B.C. V6C 3E8  
Phone: (604) 691-6104  
BC Law Society No. 511365



\_\_\_\_\_) )  
: ss. )  
\_\_\_\_\_)

This Deed With Reservation of Royalty Kobeh Project was acknowledged before me on February 24, 2015, by Marc Blythe, as the CEO of Tarsis Resources US Inc.

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

**VICTOR ALFONSO**  
Barrister & Solicitor  
410 - 325 HOWE STREET  
VANCOUVER, BC V6C 1Z7  
T: 604-733-3174 F: 604-733-3175



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**Deed With Reservation of Royalty**

**Exhibit 1  
Description of Royalty Property**

COPY



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**KOBEH PROJECT**  
**Township 21 North, Range 51 East, Sections 4 & 5**  
**Township 22 North, Range 51 East, Sections 28-29 & 32-33**  
**(Total Claims: 37)**

<u>CLAIM</u>	<u>LOCATION DATE</u>	<u>FILED COUNTY</u>	<u>COUNTY DOCUMENT</u>	<u>FILED BLM</u>	<u>BLM SERIAL NO.</u>
KOBEH 1337	01/24/2003	04/23/2003	181663	04/23/2003	847186
KOBEH 1338	01/24/2003	04/23/2003	181667	04/23/2003	847187
KOBEH 1339	01/24/2003	04/23/2003	181668	04/23/2003	847188
KOBEH 1437	01/24/2003	04/23/2003	181666	04/23/2003	847189
KOBEH 1438	01/24/2003	04/23/2003	181670	04/23/2003	847190
KOBEH 1439	01/24/2003	04/23/2003	181671	04/23/2003	847191
KOBEH 1534	01/24/2003	04/23/2003	181672	04/23/2003	847192
KOBEH 1535	01/24/2003	04/23/2003	181673	04/23/2003	847193
KOBEH 1536	01/24/2003	04/23/2003	181674	04/23/2003	847194
KOBEH 1537	01/24/2003	04/23/2003	181675	04/23/2003	847195
KOBEH 1538	01/24/2003	04/23/2003	181676	04/23/2003	847196
KOBEH 1539	01/24/2003	04/23/2003	181686	04/23/2003	847197
KOBEH 1634	01/24/2003	04/23/2003	181693	04/23/2003	847198
KOBEH 1635	01/24/2003	04/23/2003	181692	04/23/2003	847199
KOBEH 1636	01/24/2003	04/23/2003	181691	04/23/2003	847200
KOBEH 1637	01/24/2003	04/23/2003	181690	04/23/2003	847201
KOBEH 1638	01/24/2003	04/23/2003	181689	04/23/2003	847202
KOBEH 1639	01/24/2003	04/23/2003	181688	04/23/2003	847203
KOBEH 1730	01/24/2003	04/23/2003	181687	04/23/2003	847204
KOBEH 1731	01/24/2003	04/23/2003	181661	04/23/2003	847205
KOBEH 1732	01/24/2003	04/23/2003	181669	04/23/2003	847206
KOBEH 1733	01/24/2003	04/23/2003	181664	04/23/2003	847207
KOBEH 1734	01/24/2003	04/23/2003	181662	04/23/2003	847208
KOBEH 1735	01/24/2003	04/23/2003	181665	04/23/2003	847209
KOBEH 1736	01/24/2003	04/23/2003	181677	04/23/2003	847210
KOBEH 1737	01/24/2003	04/23/2003	181678	04/23/2003	847211
KOBEH 1834	01/24/2003	04/23/2003	181679	04/23/2003	847212
KOBEH 1835	01/24/2003	04/23/2003	181680	04/23/2003	847213
KOBEH 1836	01/24/2003	04/23/2003	181681	04/23/2003	847214
KOBEH 1934	01/24/2003	04/23/2003	181682	04/23/2003	847215
KOBEH 1935	01/24/2003	04/23/2003	181683	04/23/2003	847216
KOBEH 2034	01/24/2003	04/23/2003	181684	04/23/2003	847217
KOBEH 2035	01/24/2003	04/23/2003	181685	04/23/2003	847218



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<u>CLAIM</u>	<u>LOCATION DATE</u>	<u>FILED COUNTY</u>	<u>COUNTY DOCUMENT</u>	<u>FILED BLM</u>	<u>BLM SERIAL NO.</u>
KOBEH 1726	05/13/2004	05/25/2004	187885	05/28/2004	869620
KOBEH 1727	05/13/2004	05/25/2004	187884	05/28/2004	869621
KOBEH 1728	05/13/2004	05/25/2004	187883	05/28/2004	869622
KOBEH 1729	05/13/2004	05/25/2004	187886	05/28/2004	869623



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## Deed With Reservation of Royalty

### Exhibit 2 Royalty Provisions

1. The Royalty will be calculated and paid to Bridgeport Gold Inc. (the "**Payee**"), its successors and assigns, by Tarsis Resources US Inc. (the "**Payor**"), its successors and assigns, in accordance with the terms of this Exhibit 2 for the minerals produced on the Royalty Property described in Exhibit 1, together with any and all substitute, replacement, renewal, extension or successor properties thereto.
2. The Royalty will be calculated on a calendar monthly basis and will, subject to section 8, be equal to Gross Revenue less Permissible Deductions for such month.

Payment of the Royalty made by the Payor to the Payee shall be increased by the amount of any withholding taxes that must be deducted or withheld by the Payor, so that the Payee receives an amount that is equal to the amount of the Royalty that the Payee would have received without giving effect to the applicable withholding taxes.

3. In this Exhibit 2 the following words will have the following meanings:
  - (a) "**Affiliate**" means with respect to a Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common Control with, the subject Person.
  - (b) "**Gross Revenue**" means the aggregate of the following amounts received in each monthly period:
    - (i) if the Payor sells gold, silver, refined gold, refined silver, and other metal concentrates, dore or ore, then Gross Revenue shall be the value of the metals contained in the concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such concentrates, dore and ore; (2) the actual recovery rate for the refined metal recoverable from such concentrates, dore and ore (which shall be adjusted annually to reflect any changes in the recovery rate of refined metal from such concentrates, dore and ore); or (3) the monthly average price of the recoverable metals during the month in which the concentrates, dore and ore were sold, the intent being that the Royalty percentage rate shall be applied to the recoverable metals contained in the concentrates, dore or ore; and



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- (ii) any proceeds of insurance on Valuable Minerals and mineral products derived therefrom.

For the purposes of calculating Gross Revenue if the Payor elects not to sell any portion of Valuable Minerals derived from the Royalty Property but instead elects to have the final product of any such Valuable Minerals credited to or held for its account with any smelter, refiner or broker, such Valuable Minerals shall be deemed to have been sold at the Quoted Price (as defined below) on the day such Valuable Minerals are actually credited to or placed in Payor's account. For gold, the term "Quoted Price" shall mean the price per ounce of gold as quoted on the London P.M. gold fixing (or A.M. fixing if there is no P.M. fixing on that day) as published in the *Financial Times* (or any mutually agreeable substitute source if the information is not available from the *Financial Times*), on the date of final settlement from the smelter, refinery or other buyer of the gold on which the Royalty is to be paid. For silver, the term "Quoted Price" shall mean the price per ounce of silver as quoted on the London fixing for silver as published in the *Financial Times* (or any mutually agreeable substitute source if the information is not available from the *Financial Times* on the date of final settlement from the smelter, refinery or other buyer of silver on which the Royalty is to be paid. For all other Valuable Minerals, the term "Quoted Price" shall mean the price per unit in U.S. dollars for the relevant Valuable Mineral as quoted in "Metals Week" (or any mutually agreeable substitute source if the information is not available from Metals Week) on the date of final settlement from the smelter, refinery or other buyer of the Valuable Minerals on which the Royalty is to be paid.

If the Payor or its Affiliates (as defined in the Agreement) sells or causes the sale of Valuable Minerals other than to a smelter, refiner or broker, the Royalty shall be, without duplication, a percentage of the gross value of recoverable gold contained in such Valuable Minerals without deductions equal to the then applicable percentage factor of the Royalty, except for such costs, charges, deductions and expenses that would have been applicable had the Payor or its Affiliates processed the Valuable Minerals at a third party smelter, refiner or broker. The amount of recoverable gold contained in Valuable Minerals removed from the Royalty Property shall be calculated and determined based upon assays, metallurgical tests and such other analyses as are customary in the industry which are conducted in a manner satisfactory to the Payor and the Payee, acting reasonably. If the Payor and the Payee are unable to agree on the manner of conducting such assays, tests and analyses or the amount of the applicable costs, charges, deductions and expenses that would have been applicable, for a period of 30 days, either



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party may refer the question to arbitration hereunder and the decision of the arbitrator shall be final and binding. The gross value of such gold shall be determined by multiplying the amount of such recoverable gold by the monthly average Quoted Price of gold for the month of such sale.

(c) **“Permissible Deductions”** means the aggregate of the following charges (to the extent that they are not deducted by any purchaser in computing payment) that are paid in each monthly period:

- (i) sales charges levied by any sales agent on the sale of mineral products;
- (ii) transportation costs for concentrates and dore metal produced from the Royalty Property to the place of treatment and thence to the place of delivery of mineral products to a purchaser thereof including shipping, freight, handling and forwarding expenses, but not the costs of mining, mine site processing, tertiary treatment, loading, handling or transportation of ores from the mine to any process facility or purchaser, or any mine site smelting, refining and concentrating;
- (iii) all costs, expenses and charges of refining and smelting of concentrates and dore metal incurred by the Payor in connection with refinement or beneficiation of mineral products after leaving the property, including all weighing, sampling, assaying and representation costs, metal losses, any umpire charges and any penalties charged by the processor, refinery or smelter; and
- (iv) all insurance costs of the transportation of concentrates and dore metal;

provided that where a cost or expense otherwise constituting a Permissible Deduction is incurred by the Payor in a transaction with a party with whom it is not dealing at arm's length as that term is defined in the *Income Tax Act* (Canada) and the regulations thereunder, as amended, such cost or expense may be deducted, but only as to the lesser of the actual cost incurred by the Payor or the fair market value thereof, calculated at the time of such transaction and under all the circumstances thereof.

(d) **“Transfer”** means to sell, grant, assign, encumber, hypothecate, pledge, or otherwise dispose of or commit to dispose of, directly or indirectly, including through mergers, arrangements, amalgamations, consolidations, asset sales or spin-out transactions.



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- (e) **"Valuable Minerals"** means all metals, ores, minerals and mineral substances of every kind and nature whatsoever extracted or produced from the Claims, by or on behalf of the Buyers, its successors or assigns, for use or commercial sale.
4. Payor covenants and agrees with Payee that, with respect to minerals and mineral products that are to be sold to, or processed on behalf of Payor by a smelter or refiner, Payor shall select a refiner that has weights and assays acceptable to a generally recognized trading exchange, association or industry body within the applicable market for the relevant minerals and mineral products.

At Payee's request, Payor shall cause each refiner or smelter engaged by Payor to enter into a written agreement among Payee, Payor and the refiner or smelter which provides that the refiner or smelter shall credit to, deposit and pay to an account in Payee's name established and held by the refiner or smelter a portion of each outturn of minerals or mineral products processed and recovered by the refiner or smelter from minerals and ores produced or shipped from the property equal to Payee's share of the Royalty. Payor shall within fifteen (15) days after receipt, forward to Payee a copy of all material correspondence between Payor and any smelter or refiner, including without limitation, all statements from the smelter or refiner as to the amount of concentrate, dore or intermediate mineral products received and the amount of product and precious metals or other minerals recovered from them and charges or penalties assessed against them.

The obligation to pay the Royalty shall accrue upon the outturn of refined metals on which the Royalty is payable to Payor's account or the sooner sale of unrefined metals, dore, concentrates, ores or other Valuable Minerals. The Royalty will be calculated and paid within 30 days after the end of each calendar month. Smelter settlement sheets, if any, and a statement setting forth Gross Revenue and Permissible Deduction calculations in sufficient detail to show the payment's derivation (the **"Statement"**) must be submitted with the payment. In the event any Royalty payment is not made within the time provided in this section 4, the Payee may give the Payor notice in writing of such default (the **"Notice"**), and unless within ten days after receipt of such Notice the Payee shall have received such payment, the Payor shall pay interest on the delinquent payment at the rate of 12% per annum, which shall accrue from the day the delinquent payment was due to the date of payment of the required Royalty payment and accrued interest.

To the extent authorized under applicable laws, including NRS 108.580, Payee shall retain a lien and security interest the concentrates, dore,





intermediate mineral products and other Valuable Minerals mined and shipped from the property to and held or processed by the refiner or smelter to secure payment of Payee's share of the Royalty recovered from the concentrates, dore, intermediate mineral products and other Valuable Minerals.

5. If final amounts required for the calculation of the Royalty are not available within the time period referred to in section 4 of this Exhibit 2, then provisional amounts will be established and the Royalty paid on the basis of this provisional calculation. Positive or negative adjustments will be made to the Royalty payment of the succeeding month.
6. All Royalty payments will be considered final and in full satisfaction of all obligations of the Payor with respect thereto, unless the Payee delivers to the Payor a written notice (the "**Objection Notice**") describing and setting forth either (a) a specific objection to the calculation thereof, or (b) a desire to conduct an audit, within one year after receipt by the Payee of the Statement. If the Payee provides such an Objection Notice as herein provided, the Payee will, for a period of one year after the Payor's receipt of such Objection Notice, have the right, upon reasonable notice and at a reasonable time, to have the Payor's accounts and records relating to the calculation of the Royalty in question audited by the auditors or other representatives of the Payee. If such audit determines that there has been a deficiency or an excess in any Royalty payment made to the Payee, such deficiency or excess will be resolved by adjusting the next monthly Royalty payment due hereunder. The Payee will pay all the costs and expenses of such audit unless a deficiency of 2% percent or more of the amount due is determined to exist. The Payor will pay the costs and expenses of such audit if a deficiency of 2% or more of the amount due is determined to exist. All books and records used and kept by the Payor to calculate the Royalty due hereunder will be kept in accordance with international financial reporting standards. Failure on the part of the Payee to make claim against the Payor for adjustment in such one year period by delivery of an Objection Notice will conclusively establish the correctness and sufficiency of the Statement and Royalty payments for such month.
7. At the election of the Payee made in writing at least 90 days before January 1 of each year (which election may not be rescinded without the consent of the Payor), the Payee may elect to receive the Royalty in kind, provided that any extra costs or expenses incurred by the Payor as a result of such election and payment of the Royalty in kind will be for the account of the Payee and will be due on demand.
8. The Payee shall have the right to transfer, in whole or in part, its rights and obligations with respect to the Royalty to any Person upon the delivery to the Payor of ten Business Days' (as defined in the Agreement) prior written notice.





In the case of a Transfer of all of its rights with respect to any Royalty, if such other Person has agreed in writing with the Payor to be bound by such transferred obligations with respect to the Royalty, the Payee shall be released from the transferred obligations under the Agreement.

For greater certainty, the Payee shall have the right to Transfer, in whole or in part, its rights and obligations with respect to the Royalty on a several basis.

Notwithstanding the foregoing, the Payee shall have the right to Transfer in whole or in part, its rights and obligations with respect to the Royalty to one or more lenders providing financing to the Payee without notice to, or the consent of, the Payor. Such transferee must agree in writing with the Payor that if it enforces such encumbrance it will provide notice to the Payor and that upon delivery of such notice, (which notice shall confirm that the transferee agrees to be bound by such transferred obligations with respect to the Royalty) such transferee shall become a party to the Agreement with respect to the Royalty only, with all of the rights and obligations of the Payee with respect to the Royalty only.

9. The Payor may only Transfer, in whole or in part, its interest in any of the Royalty Property if the following conditions are satisfied:
  - (a) the Payor provides the Payee with at least 30 days prior written notice of the intent to Transfer of the Payor or an Affiliate thereof;
  - (b) any purchaser, merged company, transferee or assignee, as a condition to completion of the Transfer, agrees in writing in favour of the Payor to be bound by the terms of the Agreement, as the payor of the Royalty in the place and stead of the Payor, including without limitation, this section and the Payee does not suffer a material adverse effect in relation to the transactions set forth in the Agreement; and
  - (c) any transferee of the Payor or an Affiliate thereof that is a mortgagee, chargeholder or encumbrancer obtains an agreement in writing in favour of the Payee from any subsequent purchaser or transferee of such mortgagee, chargeholder or encumbrancer that such subsequent mortgagee, chargeholder or encumbrancer will be bound by the terms of the Agreement and this Exhibit 2 if it becomes an owner of any of the Royalty Property, as the payor of the Royalty in the place and stead of the Payor.
10. Subject at all times to the workplace health and safety rules of the Payor, either Payee, or its authorized agents or representatives, on not less than five days' notice to Payor, may enter upon the Royalty Property for the purpose of inspecting the Royalty Property, all improvements thereto and operations thereon provided that if any mill is not owned by the Payor, the



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Payee shall only have the same rights of access as are enjoyed by the Payor. Any such entry or inspection shall be at the risk and expense of the party conducting the investigation (although the Payor shall not be excused from liability for its negligence or misconduct), and may not unreasonably hinder operations on the Royalty Property.

11. The Payor may not stockpile, store or place Valuable Minerals off the Royalty Property unless the Payor has first secured from the property owner where such stockpiling, storage or placement is to occur a written agreement, in recordable form, that provides that the Payee's right to the Royalty on such Royalty Property shall be preserved. Such agreement shall provide that (a) the Payee's rights to the Royalty shall continue in full force and effect with respect to Valuable Minerals from the Royalty Property; (b) the Payee's rights in and to the Valuable Minerals shall be the same as if the Valuable Minerals were situated on the Royalty Property; (c) the Payee's rights to the Valuable Minerals contained within the stockpiled material shall take precedence over the rights of the property owner (and/or of such property owner's creditors) to the stockpiled material; and (d) the "stockpiling" agreement referred to in this section 11 shall be irrevocable as long as the Valuable Minerals from the Royalty Property, or any part thereof, remain on property which is not part of the Royalty Property.
12. All tailing, residues, waste rock, spoiled leach materials, and other materials (collectively "**Materials**") resulting from the Payor's operations and activities on the Royalty Property shall be the sole property of the Payor, but shall remain subject to the obligation to pay the Royalty should the same be processed or reprocessed, as the case may be, in the future and result in the production of Valuable Minerals. Notwithstanding the foregoing, the Payor shall have the right to dispose of Materials from any Royalty Property, whether on or off of the Royalty Property, and to commingle the same with Materials from other properties. Not less than sixty (60) days before commencement of commingling, the Payor shall notify the Payee and shall deliver to the Payee, the Payor's proposed commingling plan for the Payee's review. In the event Materials are processed or reprocessed, as the case may be, the Royalty applicable thereto shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available.
13. All of the covenants, conditions, and terms of this Exhibit 2 shall (a) run as a covenant with the Royalty Property and the ground covered thereby (including any interest derived from the federal government in the event of amendment or repeal of the General Mining Law of 1872) provided always that the Royalty shall cease to apply to any Royalty Property that are abandoned by the Payor or transferred to the Payee in accordance with the terms of this Exhibit 2, and (b) bind and inure to the benefit of the parties and their respective successors and assigns (including any third



party who acquires any interest in the Royalty Property). The Royalty shall attach to any amendments, relocations or conversions of any of the Royalty Property, or any real property interests which replace the Royalty Property which are created by amendments to federal or state mining laws.

14. Time is of the essence with respect to the Royalty and this Exhibit 2.
15. To the extent this Deed or the Royalty applies to any amendments or relocations of the unpatented mining claims made in accordance with the Mining Law of 1872, as from time-to-time amended, repealed, replaced or superseded, or any other federal law or regulation, including the conversion of any present interest in the unpatented mining claims included in the Royalty Property to a lease, license, permit or other form of tenure or to any other rights or interests (including mineral rights) or to any other mineral or Royalty Property rights acquired by a party within the boundaries of the Royalty Property which becomes part of the Royalty Property subject to this Deed or the Royalty (each an **"Acquired Interest"**), the interest in such Acquired Interest shall vest on the date of acquisition. It is the express intention of the parties that each Acquired Interest shall vest within a period of time that complies with the Rule Against Perpetuities (Uniform Act), NRS 111.103 et seq (the **"Rule Against Perpetuities"**), as it may be amended from time-to-time, to the extent the Rule Against Perpetuities applies. The parties agree and covenant that if a court of competent jurisdiction finds that this Deed or the Royalty is invalid in any respect or that the Acquired Interest does not vest within a period compliant with the Rule Against Perpetuities, the court may reform this Deed or the Royalty and instrument by which the Acquired Interest was created or acquired in a manner that implements the parties' intentions such that the Acquired Interest is an effective and valid interest, and in all such events, the Royalty shall apply to any Acquired Interest acquired within a period which is twenty-one (21) years less one day from the date of execution of this Deed or the instrument by which the Royalty is granted or reserved, as applicable. The parties irrevocably release and waive the applicability of the Rule Against Perpetuities to any Acquired Interest or to any provision of this Deed or the Royalty. Each party agrees and covenants, for itself and its successors and assigns, that it will not commence any action or arbitration proceeding to declare the Acquired Interest or this Deed or the Royalty ineffective, invalid or void based on the Rule Against Perpetuities, and that it will not in any action or arbitration proceeding commenced by any party, including the other party to this Deed or its successors and assigns, assert as a claim for relief or as an affirmative defense against any claim for relief for enforcement of this Deed or the Royalty or any instrument executed in accordance with this Deed that this Deed or the Royalty or the instrument is invalid or void based on the Rule Against Perpetuities. A party's default of its obligations



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under the Section shall constitute a material default and breach of this Deed or the instrument, as applicable.

16. The Payor shall do all things and make all payments necessary or appropriate to maintain (i) the Royalty Property in good standing, including paying all taxes and other payments when due, and (ii) the right, title and interest of the Payor and Payee, respectively, in the Royalty Property and the Agreement.

If at any time within 21 years after the Closing Date (as defined in the Agreement) the Payor intends to abandon any of the Royalty Property, the Payor shall provide prior written notice of such intention to the Payee, and the Payee shall have a period of 60 days after receipt of such notice to decide whether it wished to acquire those Royalty Property from the Payor. If it does desire to acquire those Royalty Property from the Payor, the Payee shall notify the Payor on or prior to the last day of that 60-day period, and the Payor shall then be obligated to quitclaim the Royalty Property to the Payee. During that 60-day period, the Payor shall provide the Payee with reasonable access to its data and information concerning title to and environmental conditions at the Royalty Property for purposes of due diligence. Failing the provision of notice by the Payee to the Payor of its desire to acquire the Royalty Property, the Payor shall have full right to abandon the applicable Royalty Property. For greater certainty and without limitation, from and after the said 21 years after the effective date of the Agreement, the Payor shall have full right to abandon all or part of the Royalty Property.

17. It is the express intention of the Payor and the Payee that the Royalty shall run with the Payor's title to the Royalty Property and be binding upon the successors and assigns of the Payor in title to the Royalty Property. The Payee may record or may cause the due recording of the Agreement, including the provisions regarding the Royalty set out in this Exhibit 2, or notice of the Agreement, including the provisions regarding the Royalty set out in this Exhibit 2, against the title to the Royalty Property, with the appropriate county recorder under the laws of the State of Nevada. The Payor covenants and agrees that it shall co-operate with such recording and provide its written consent or signature to any documents or things reasonably necessary to accomplish such recording in order to ensure that any successor or assignee or other acquiror of the Payor's title to the Royalty Property, or any interest therein, shall have public notice of the terms of the Agreement, including the provisions regarding the Royalty set out in this Exhibit 2. Any fees or expenses (aside from legal fees and expenses) incurred in respect of this section shall be borne by the Payor.

18. In the event of a dispute in relation to the Agreement, including without limitation, the existence, validity, performance, breach or termination hereof or any matter arising hereunder, including whether any matter is



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subject to arbitration, the parties agree to negotiate diligently and in good faith in an attempt to resolve such dispute. Failing resolution satisfactory to a party, within ten days after the time frame specified herein or if no time frame is specified within ten days after the delivery of notice by a party of the said dispute, which shall be after the dispute remains open for a period of 90 days, a party may request that the dispute be resolved by binding arbitration, conducted in English, in accordance with the Nevada Revised Statutes subject to the following:

(a) To demand arbitration, a party (the "**Demanding Party**") shall give written notice (the "**Dispute Notice**") to the other party (the "**Responding Party**"), which Dispute Notice shall toll the running of any applicable limitations of actions by law or under the Agreement. The Dispute Notice shall specify the nature of the allegation and the issues in dispute, the amount or value involved (if applicable) and the remedy requested. Within 15 Business Days after receipt of the Dispute Notice, the Responding Party shall answer the demand in writing, responding to the allegations and issues that are disputed.

(b) The Demanding Party and the Responding Party shall mutually agree upon one single qualified arbitrator within seven Business Days after the Responding Party's answer, failing which either the Demanding Party or the Responding Party may request the Nevada Second District Court to appoint one qualified arbitrator within five Business Days after the Responding Party's answer. The arbitrator shall be a disinterested person qualified by experience to hear and determine the issues to be arbitrated.

(c) No later than 15 Business Days after hearing the representations and evidence of the parties, the arbitrator shall make its determination in writing in English and shall deliver one copy to the parties. The written decision of the arbitrator shall be final and binding upon the parties in respect of all matters relating to the arbitration, the procedure, the conduct of the parties during the proceedings and the final determination of the issues in the arbitration. There shall be no appeal from the determination of the arbitrator to any court. The decision rendered by the arbitrator may be entered into any court for enforcement purposes.

(d) The arbitrator may determine all questions of law and jurisdiction (including questions as to whether or not a dispute is arbitratable) and all matters of procedure relating to the arbitration.

(e) The arbitrator shall have the right to grant legal and equitable relief and to award costs (including reasonable legal fees and the costs of arbitration) and interest. The costs of any arbitration shall be borne by the parties in the manner specified by the arbitrator in its determination, if applicable. The arbitrator may make an interim order, including injunctive relief and other provisional, protective or conservatory measures, as well





as orders seeking assistance from a court in taking or compelling evidence or preserving and producing documents regarding the subject matter of the dispute.

(f) All papers, notices or process pertaining to an arbitration hereunder may be served on a party as provided in the Agreement.

(g) The parties agree to treat as confidential information, the following: the existence of the arbitral proceedings; written notices, pleadings and correspondence in relation to the arbitration; reports, summaries, witness statements and other documents prepared in respect of the arbitration; documents exchanged for the purposes of the arbitration; and the contents of any award or ruling made in respect of the arbitration. Notwithstanding the foregoing part of this section, a party may disclose such confidential information in judicial proceedings to enforce, nullify, modify or correct an award or ruling or where that disclosure is necessary to comply with its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements.



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State of Nevada  
Declaration of Value

1. Assessor Parcel Number(s)

- a) n/a  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

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 - unpatented mining claims

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ n/a

Transfer Tax Value: 0

Real Property Transfer Tax Due: 0

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: 8

b. Explain Reason for Exemption: unpatented mining claims

5. If 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 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 \_\_\_\_\_

Signature \_\_\_\_\_

Capacity CFO + Treasurer

Capacity CEO

SELLER (GRANTOR) INFORMATION

Print Name: Bridgeport Gold Inc.  
Address: Suite 1400 - 400 Burrard Street  
City: Vancouver  
State: British Columbia CANADA  
Zip: V6C 3A6

BUYER (GRANTEE) INFORMATION

Print Name: Tarsis Resources US Inc.  
Address: Suite 410 - 325 Howe Street  
City: Vancouver  
State: British Columbia CANADA  
Zip: V6C 1Z7

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name \_\_\_\_\_

Escrow No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

DOC # DV-229368  
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Official Record  
Recording requested By  
ERWIN & THOMPSON LLP  
Eureka County - NV  
Sara Simmons - Recorder  
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