



DOC # 0233187

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Official Record

Recording requested By
COGENCY GLOBAL INC

Eureka County - NV

Lisa Hoehne - Recorder

Fee: \$90.00 Page 1 of 6
RPTT: Recorded By: LH
Book- 602 Page- 0061



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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. I COGENCY GLOBAL INC.

C. I 194 Washington Avenue, Suite 310
Albany, New York 12210
(800) 828-0938

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
206751, filed on 11-07-2006

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
HSBC Bank USA, National Association

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:

To be filed with Eureka County, Nevada; Debtor: Royal Gold, Inc.

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
206751, filed on 11-07-2006

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME HSBC Bank USA, National Association	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13). Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME Royal Gold, Inc.			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

Debtor: Royal Gold, Inc.
1660 Wynkoop Avenue
Denver, CO 80202-1132

Secured Party: HSBC Bank USA, National Association
2929 Walden Ave, C-111
Depew, NY 14043

17. Description of real estate:
See attached Schedule A

18. MISCELLANEOUS:



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EXHIBIT A
to
UCC FINANCING STATEMENT AMENDMENT
Debtor: Royal Gold, Inc.
Secured Party: HSBC Bank USA, National Association

Description of Collateral

The property described in paragraphs (a) through (d) is collectively referred to as the "Collateral":

- (a) All of Debtor's right, title and interest, now owned or hereafter acquired, in and to:
- (i) all ore, minerals, concentrate, doré, bar, and refined gold, silver or other metals, including, without limitation, all As-Extracted Collateral (as defined in the Uniform Commercial Code) (collectively, the "Products") attributable to the royalty interests and estates and other interests of Debtor identified in Part I of Appendix A attached hereto and made a part hereof in the lands described in Parts II of Appendix A, whether now owned or hereafter acquired, by law or otherwise (collectively, the "Royalty Interests");
 - (ii) all contracts, agreements, and instruments now in effect or hereafter entered into by Debtor or Debtor's predecessors in title, for the sale, purchase, exchange or processing of Products attributable to the Royalty Interests;
 - (iii) all of the agreements and contracts identified in Part I of Appendix A, which create, define or otherwise pertain to the Royalty Interests;
 - (iv) all accounts, and the credit balances in dollars or Products therein, of Debtor at any refinery or processing facility to which Products attributable to the Royalty Interests are delivered, expressly including all accounts of Debtor presently in effect at Johnson Matthey in Salt Lake City, Utah; and
 - (v) all accounts, contract rights and general intangibles now existing or hereafter arising in connection with the exploration for, production, processing, treatment, storage, transportation, manufacture or sale of Products attributable to the Royalty Interests.
- (b) Without limiting the foregoing, Collateral includes all Products extracted from or attributable to the Royalty Interests and in the Proceeds (as defined in the Uniform Commercial Code) resulting from the sale or other disposition of such Products, and such Products shall be deemed financed at the minehead and the security interest perfected hereby attaches to such Products as severed and extracted and to the accounts resulting from such sales.
- (c) All of Debtor's books, records and information reflecting or with respect to any of the foregoing.
- (d) All Proceeds of the items set forth in paragraph (a) and (b), including, without limitation, whatever is received upon the sale, exchange, collection or other disposition of the Collateral and insurance payable or damages or other payments by reason of loss or damage to the Collateral, and all additions thereto, substitutions and replacements thereof or accessions thereto.



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APPENDIX A
to
EXHIBIT A
to
UCC FINANCING STATEMENT AMENDMENT
Debtor: Royal Gold, Inc.
Secured Party: HSBC Bank USA, National Association

Part I. Royalty Interests includes and means those royalty interests owned by Royal Gold, Inc. and created by the following instruments (the "Royalty Agreements") which create, define or otherwise pertain to the Royalty Interests, as of the effective date of the Second Amended and Restated Mortgage, Deed of Trust, Security Agreement, Pledge and Financing Agreement among Trustor, Joel O. Benson, as Trustee and Beneficiary:

1. *GSR#1 and GSR#2 Royalties*

(a) The Memorandum of Grant of Royalty between Cortez Gold Mines, also known as Cortez Joint Venture, and Royal Gold, Inc., dated September 18, 1992, recorded November 9, 1992, Document No. 181386, Book 387, Official Records of the Recorder and Clerk of Lander County Nevada (the "Official Records"), Pages 462-465;

(b) The Royalty Agreement dated as of April 1, 1999 by and among the Cortez Joint Venture, a joint venture formed under and governed by the laws of Nevada and comprised of Placer Cortez, Inc. and Kennecott Explorations (Australia) Ltd.; Placer Dome U.S., Inc.; Royal Gold, Inc.; and Royal Crescent Valley Inc; the First Amended Memorandum of Grant of Royalty between the Cortez Joint Venture and Royal Gold, Inc. dated April 1, 1999, recorded May 12, 1999, Document No. 211793, Book 464, Official Records, Pages 549-566; the Second Amended Memorandum of Grant of Royalty between the Cortez Joint Venture and Royal Gold, Inc., dated December 8, 2000, recorded January 25, 2001, Document No. 218310; Book 485, Official Records, Pages 398-41; the Third Amended Memorandum of Grant of Royalty between the Cortez Joint Venture and Royal Gold, Inc., dated December 17, 2001, recorded February 21, 2002, Document No. 221872, Official Records, Book 499, Pages 32-53; and the Fourth Amended Memorandum of Grant Royalty by and among the Cortez Joint Venture, a joint venture comprised of Barrick Cortez Inc. and Barrick Gold Finance Inc., Royal Gold, Inc. and Royal Crescent Valley, Inc., effective October 1, 2008, recorded September 26, 2008, Document No. 0252721, Official Records, at Book 590, pages 535-555.

(c) By Royalty Deed and Assignment dated effective October 1, 2008, between Royal Gold, Inc. and Barrick Gold Finance Inc. recorded October 15, 2008, Document 0252914, Official Records, at Book 591, pages 543-560, Royal Gold conveyed to Barrick a portion of its interest in the GSR#2 Royalty, and the interests conveyed to Barrick therein shall not constitute Royalty Interests for purposes of or be subject to this Mortgage.

2. *GSR#3 Royalty*

(a) Special Warranty Deed Conveying Overriding Royalty Interest dated June 30, 1993, recorded in Book 396, commencing at Page 23, in Lander County, Nevada, and Book 248, commencing at Page 284 in Eureka County, Nevada, as corrected by Correction Special Warranty Deed Conveying Overriding Royalty Interest dated August 9, 1993, recorded in Book 400, commencing at Page 328 in Lander County, Nevada, and in Book 253, commencing at Page 405 in Eureka County, Nevada.

(b) Special Warranty Deed and Bill of Sale dated June 30, 1993, recorded in Book 396, commencing at Page 160 in Lander County, Nevada, and in Book 248, commencing at Page 422 in Eureka County, Nevada, as corrected by Correction Special Warranty Deed and Bill of Sale dated August 9, 1993, recorded in Book 400,



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commencing at page 599 in Lander county, Nevada, and in Book 254, commencing at Page 142 in Eureka County, Nevada.

(c) Special Warranty Deed Conveying Interest in Overriding Royalty to Placer Dome U.S., Inc. and Kennecott Exploration (Australia) Ltd., dated June 30 1993, recorded in Book 396, commencing at Page 276 in Lander County, Nevada, and in Book 249, commencing at Page 1 in Eureka County, Nevada, as corrected by Correction Special Warranty Deed Conveying Interest in Overriding Royalty dated August 9, 1993, recorded in Book 400, commencing at Page 458 in Lander County, Nevada, and in Book 254, commencing at Page 001 in Eureka County, Nevada.

(d) Exchange Agreement dated June 30, 1993, as amended by first Amendment of Exchange Agreement dated August 9, 1993, memoranda of which are recorded as follows:

(1) Memorandum of Surviving Provisions of the Exchange Agreement dated June 30, 1993, recorded in Book 396, commencing at Page 151 in Lander County, Nevada and in book 248, commencing at Page 412 in Eureka County, Nevada.

(2) As corrected by Corrected Memorandum of Surviving Provision of Exchange Agreement dated August 9, 1993, recorded in Book 400, commencing at Page 589 in Lander County, Nevada, and in Book 254, commencing at Page 132 in Eureka County, Nevada.

(e) Clarification Agreement among the Cortez Joint Venture, Cortez Gold Mines, Placer Dome U.S. Inc., Kennecott Exploration (Australia) Ltd., Idaho Resources Corporation and certain other parties, dated August 11, 1995 and recorded in Book 421, commencing at Page 205 in Lander County, Nevada, and in Book 287, commencing at page 552 in Eureka County, Nevada.

(f) Nine Special Warranty Deeds Conveying Interest in Overriding Royalty effective as of September 1, 1999, to Royal Gold, Inc., as grantee, each recorded in the Office of the Recorder of Lander County, Nevada, on September 3, 1999, described more particularly as follows:

Grantor Name	File No.	Book	Pages
Joann Wreissner Curtis as Trustee of the Joann Wreissner Curtis 1988 Trust, as amended December 1, 1996	213249	468	002-014
W.L. Wilson and Joan B. Wilson	213250	468	015-027
H.B. Sprenger, II, as Trustee of the By Sprenger Sr. Family Trust	213251	468	028-040
William G. Waldeck and Ellen Jo Waldeck	213252	468	041-053
Deborah Kay Baratta and James Baratta	213253	468	054-066
Susan Lee Mattoon	213254	468	067-079
Timothy King Wilson and Denise Wilson	213255	468	080-092
Gregory Arthur Wilson	213257	468	093-105
William Brent Wilson and C.J. Sigismund	213258	468	106-118

(g) By Royalty Deed and Assignment dated effective October 1, 2008, between Royal Gold, Inc. and Barrick Gold Finance Inc., recorded October 15, 2008, Document 0252915, Official Records, at Book 591, pages 561-566, Royal Gold conveyed to Barrick its interest in the GSR#3 Royalty with respect only to the designated portions of the unpatented mining claims in Sections 5 and 8, Township 27 North, Range 47 East, Lander County, Nevada, described in the following table (commonly referred to by Royal



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Gold as the "Crossroads claims"), and the interests conveyed to Barrick therein shall not constitute Royalty Interests for purposes of or be subject to this Mortgage. Royal Gold retained all right, title and interest in the GSR#3 Royalty in all lands and interests in lands outside the Crossroads claims.

<u>Mining Claim</u>	<u>NMC Number</u>	<u>Book/Page</u>
South 1/2 of lode claims:		
GAS R54	NMC 671342	390/59
GAS R55	NMC 671343	390/60
GAS 55A	NMC 671369	390/86
GAS 56	NMC 403063	287/272
GAS 57	NMC 403064	287/273
Entirety of lode claims:		
GAS R67	NMC 671352	390/69
GAS R68	NMC 671353	390/70
GAS R69	NMC 671354	390/71
GAS 69A	NMC 671370	390/87
GAS 70	NMC 403077	287/286
GAS 109	NMC 410536	289/304
GAS 110	NMC 410537	474/171
North 1/2 of lode claims:		
GAS R81	NMC 671365	390/82
GAS R113	NMC 671366	390/83
GAS 113A	NMC 671376	390/93
GAS 114	NMC 410541	289/309
GAS 115	NMC 410542	289/310

3. *NVR#1 Royalty*

(a) Mining Lease, dated effective April 15, 1991, a memorandum of which was recorded in Book 408, Pages 371-376 in Lander County Nevada; Royalty Deed and Agreement dated as of April 15, 1991, recorded in Book 371, Pages 467-474 in Lander County, Nevada; Royalty Division Agreement dated as of April 15, 1991, recorded in Book 371, Pages 475-479 in Lander County, Nevada; and Assignment dated effective as of April 16, 1992, recorded in Book 401, Page 69 in Lander County, Nevada.

(b) By Royalty Deed and Assignment dated effective October 1, 2008, between Crescent Valley Partners, L.P. ("Crescent Valley") and Barrick Gold Finance Inc. recorded October 15, 2008, Document 0252916, Official Records, at Book 591, pages 567-572, Crescent Valley conveyed to Barrick a 0.3954% NVR (being 31.633% of a 1.25% NVR owned by Royal Gold and its wholly-owned subsidiary, Denver Mining Finance Company, Inc.) with respect only to the Crossroads claims identified in Paragraph 2(g) above, and the interests conveyed to Barrick therein shall not constitute Royalty Interests for purposes of or be subject to this Mortgage. Crescent Valley retained all right, title and interest in the NVR#1 Royalty in all lands and interests in lands outside the Crossroads claims.



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