

Recorded at the request of and when recorded return to:

Royal Gold, Inc.
c/o Katie Giger, Land Administrator
1660 Wynkoop St., Suite 1000
Denver, CO 80202-1132

EUREKA COUNTY, NV

2017-233905

Rec:\$35.00

\$35.00 Pgs=9

10/10/2017 11:03 AM

JEFF N. FAILLERS, P.C.

LISA HOEHNE, RECORDER

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

ASSIGNMENT OF ROYALTY INTERESTS (RCV)

(Nye, Esmeralda, Humboldt, and Pershing Counties, Nevada;
Cochise County, Arizona; and Lewis and Clark County, Montana)

This Assignment of Royalty Interests (RCV) ("Assignment") is made and entered into effective on June 30, 2017 (the "Effective Date"), by and between Royal Crescent Valley, LLC, a Nevada limited liability company ("Assignor") and RG Royalties, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to in this Assignment individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor was formerly known as Royal Crescent Valley, Inc.;

WHEREAS, Assignor is the owner of the royalty interests (collectively, the "Royalties") defined in the documents described on Exhibit A attached to and incorporated by reference into this Assignment (each, an "Agreement");

WHEREAS, Assignor wishes to assign and transfer all of its right, title and interest in and to the Agreements, including (but not limited to) all of Assignor's right, title and interest in and to the Royalties, to Assignee and to Assignee's successors and assigns forever;

WHEREAS, Assignor further wishes to assign and transfer all of its right, title and interest in and to all other rights held by Assignor related to the Agreements or to the Royalties; and

WHEREAS, Assignee wishes to accept the assignment and transfer of: (i) all of Assignor's right, title and interest in and to the Agreements, including (but not limited to) all of Assignor's right, title and interest in and to the Royalties, and (ii) all of Assignor's right, title and interest in and to all other rights held by Assignor relating to the Agreements or to the Royalties.

NOW, THEREFORE, for ten dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, (i) all right, title and interest of Assignor in and to the Agreements, including (but not limited to) all of Assignor's right, title and interest in and to the Royalties, and (ii) all right, title and interest of Assignor in and to all other rights held by Assignor relating to the Agreements or the Royalties.

TO HAVE AND TO HOLD, the right, title and interest in and to the Agreements and the right, title and interest in and to all other rights held by Assignor relating to the Agreements or the Royalties unto Assignee, its successors and assigns forever. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is made subject to the Agreements, and Assignee hereby assumes and agrees to be bound by all provisions, terms, conditions and covenants of, and duties imposed by, the Agreements.

Without regard to principles of conflicts of law, this Assignment is made under and shall be interpreted and enforced in accordance with the laws of the State of Delaware of the United States of America, except that to the extent that the law of the jurisdiction in which the real property burdened by the Agreements or the Royalties is located (or which is otherwise applicable to the real property) necessarily governs with respect to matters relating to the creation and enforcement of the interests in the Agreements or the Royalties, the law of such other jurisdiction shall apply.

This Assignment may be executed in multiple counterparts. If counterparts of this Assignment are executed, the signature pages from each counterpart may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

The Parties intend that any and all interests of Assignor in the Agreements and Royalties and in the lands, minerals, mineral rights, patented mining claims, unpatented mining claims (including any amendments, relocations or conversions of unpatented mining claims to other tenures), and other real property interests subject to the Agreements and the Royalties, including any rights of Assignor under the Agreements and the Royalties which have been acquired by the royalty obligors since the effective dates of the Agreements and the Royalties, as applicable (collectively the "Properties"), are included in and are subject to this Assignment. Each Party agrees and covenants to execute and deliver from time to time such further or other appropriate instruments as may be necessary to confirm, perfect, record or register the conveyance and transfer from Assignor to Assignee of all right, title and interest in and to the Agreements, the Royalties and the Properties, and all right, title and interest in and to all other rights held by Assignor in or relating to the Agreements, the Royalties and the Properties, including, without limitation, such documents as may be necessary to effect this Assignment pursuant to local law.

The individual executing this Assignment on behalf of Assignor represents and warrants that he is duly authorized to execute and deliver this Assignment on behalf of Assignor.

[The remainder of this page has been left blank. Signatures and acknowledgments follow.]

IN WITNESS WHEREOF, this Assignment is executed by the Parties on the date of their respective acknowledgements below, but shall be effective for all purposes as of the Effective Date.

ASSIGNOR:

ROYAL CRESCENT VALLEY, LLC

ASSIGNEE:

RG ROYALTIES, LLC

By: Bruce C. Kirchhoff
Name: Bruce C. Kirchhoff
Title: Vice President and Secretary

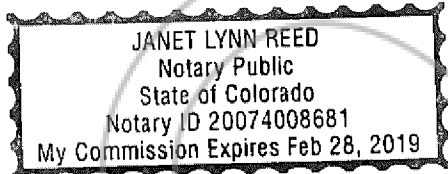
By: Bruce C. Kirchhoff
Name: Bruce C. Kirchhoff
Title: Vice President and Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 30th day of June, 2017, by Bruce C. Kirchhoff as Vice President and Secretary of Royal Crescent Valley, LLC, a Delaware limited liability company.

Witness my hand and official seal.

[SEAL]



Janet Lynn Reed
Notary Public

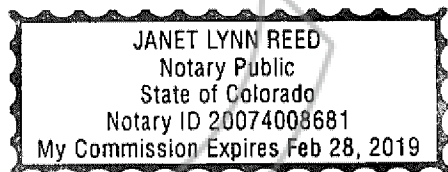
My Commission expires: 28 February 2019

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 30th day of June, 2017, by Bruce C. Kirchhoff as Vice President and Secretary of RG Royalties, LLC, a Delaware limited liability company.

Witness my hand and official seal.

[SEAL]



Janet Lynn Reed
Notary Public

My Commission expires: 28 February 2019

Exhibit A
TO
ASSIGNMENT OF ROYALTY INTERESTS (RCV)
BETWEEN
ROYAL CRESCENT VALLEY, LLC AND RG ROYALTIES, LLC

Agreements

A. The following agreements related to the “Gold Hill M-ACE Royalty” which relates to the property described in the recorded instruments listed below:

1. That certain Royalty Assignment and Agreement dated July 9, 1986, between Minex Resources, Inc., and Rayrock Mines, Inc., dba Cordex Exploration Company.
2. That certain Mining Lease dated as of July 18, 2001, between Minex Resources, Inc., a Wyoming corporation, and Round Mountain Gold Corporation, a Nevada corporation.
3. That certain Memorandum of Royalty Ownership and Division Agreement dated April 1, 2006, between Homestake Mining Company of California; Glamis Marigold Mining Company, formerly known as Rayrock Mines, Inc.; John S. Livermore; Placer Dome U.S. Inc.; and Andy B. Wallace; recorded in the Office of the Recorder of Nye County, Nevada, on June 9, 2006, as Document No. 659777.
4. That certain Deed and Assignment of Royalty dated June 22, 2006, from John S. Livermore to IRC Nevada Inc., recorded in the Office of the Recorder of Nye County, Nevada, on July 3, 2006, as Document No. 662024.

B. The following agreements related to the “Hasbrouck Mountain Royalty” which relates to the property described in the recorded instruments listed below:

1. That certain Royalty Deed, made April 20, 1987, from between Hasbrouck Mining, Inc., a Nevada Corporation, to J. S. Livermore, recorded in the Office of the Recorder of Esmeralda County, Nevada, as Document No. 110499, Book 113, Page 80.
2. That certain Deed and Assignment of Royalty dated effective January 10, 2005, from John S. Livermore to IRC Nevada Inc., recorded in the Office of the Recorder of Esmeralda County, Nevada, on January 19, 2005, as Document No. 162046, Book 232, Page 303.

C. The following agreements related to the “Hot Pot Royalty” which relates to the property further described below:

1. That certain Net Smelter Return Royalty Agreement dated in June 2006, between Pediment Gold LLC and Battle Mountain Gold Exploration Corporation.
2. That certain Settlement Agreement made in June 2006, by and among Battle Mountain Gold Exploration Corporation; Pediment Gold LLC; Nevada Gold Exploration Solutions, LLC; Wade A. Hodges; Kenneth N. Tullar; and Paul M. Taufen.
3. That certain Exploration and Option to Enter Joint Venture Agreement Hot Pot Project dated June 3, 2009, between Pediment Gold LLC and Enxco International, Inc.
4. That certain Letter Agreement dated June 3, 2009, between Battle Mountain Gold Exploration Corporation and Pediment Gold LLC.

D. The following agreements related to the “Johnson Camp Royalty” which relates to the property described in the recorded instruments listed below:

1. That certain Grant of Production Payment (Johnson Camp) dated June 8, 1999, between Nord Copper Corporation and Arimetco, Inc.
2. That certain Agreement to Purchase Royalty dated March 31, 2009, between Nord Resources Corporation and IRC Nevada Inc.
3. That certain Royalty Deed and Assignment of Royalty March 31, 2009, from Nord Resources Corporation, a Delaware corporation, to IRC Nevada Inc., a Nevada corporation, recorded in the Office of the Recorder of Cochise County, Arizona, on June 19, 2009, as Reception No. 2009-14847.
4. That certain Interest Owner Cooperation and Non-Disturbance Agreement dated March 31, 2009 between IRC Nevada Inc., Nedbank Limited and Nord Resources Corporation, recorded in the Office of the Recorder of Cochise County, Arizona, on June 19, 2009, as Reception No. 2009-14848.

E. The following agreements related to the “McDonald – Keep Cool Royalty” which relates to the property described in the recorded instruments listed below:

1. That certain Royalty Deed, effective as of December 29, 2006, from Newmont North America Exploration Limited, a Delaware corporation, to Canyon Resources Corporation, a Delaware corporation, recorded in the Office of the Recorder of Lewis and Clark County, Montana, on January 29, 2007, as Document No. 3122168, Book M35, Page 9183.
2. That certain Royalty Purchase and Sale Agreement dated September 3, 2008, between Atna Resources Ltd., Canyon Resources Corporation, CR International

Corporation, and International Royalty Corporation and IRC Nevada, Inc.; as assigned by that Assignment and Assumption Agreement dated September 4, 2008, between Canyon Resources Corporation and IRC Nevada, Inc.

F. The following agreements related to the “Pinson Royalty” which relates to the property described in the recorded instruments listed below:

1. That certain Net Smelter Returns Royalty Agreement, made and entered into as of November 30, 1996, by and between Pinson Mining Company, a Nevada general partnership, c/o Corona Gold Inc., a Nevada corporation; Rayrock Mines, Inc., a Nevada corporation; John S. Livermore, Peter E. Galli and Dorothy B. Galli; and D. M. Duncan, Inc., a Delaware corporation; recorded in the Office of the Recorder of Humboldt County, Nevada, on December 20, 1996, as Document No. 1996-12507.
2. That certain Amendment of Net Smelter Returns Royalty Agreement made effective November 30, 1996. between Pinson Mining Company, a Nevada general partnership, c/o Corona Gold Inc., a Nevada corporation; Rayrock Mines, Inc., a Nevada corporation; John S. Livermore, Peter E. Galli and Dorothy B. Galli; and D. M. Duncan, Inc., a Delaware corporation; recorded in the Office of the Recorder of Humboldt County, Nevada, on June 12, 1997, as Document No. 1997-5698.
3. That Deed of Assignment of Royalty dated June 22, 2006, from Pinson Mining Company, a Nevada general partnership, c/o Corona Gold Inc., a Nevada corporation; Rayrock Mines, Inc., a Nevada corporation; John S. Livermore, Peter E. Galli and Dorothy B. Galli; D. M. Duncan, Inc., a Delaware corporation; to IRC Nevada Inc.; recorded in the Office of the Recorder of Humboldt County, Nevada, on July 3, 2006, as Document No. 2006-4517.
4. That certain Deed dated September 14, 2001, from Cordilleran Explorations, a Nevada general partnership whose partners are John S. Livermore and Peter E. Galli; to Pinson Mining Company, a Nevada general partnership whose partners are Homestake Mining Company of California, a California corporation, and Barrick Holding Co., a California corporation; recorded in the Office of the Recorder of Humboldt County, Nevada, on September 24, 2001, as Document No. 2001-4281.
5. That certain Deed and Assignment of Royalty dated January 10, 2005, from John S. Livermore to IRC Nevada Inc., recorded in the Office of the Recorder of Humboldt County, Nevada, on January 14, 2005, as Document No. 2005-324.
6. That certain Marigold Royalty Assignment Agreement dated December 12, 2007, between Marigold Mining Company, as successor-in-interest to Rayrock Mines, Inc., and International Royalty Corporation.

7. That certain Deed and Assignment of Royalty dated October 20, 2008, from from Peter E. Galli and Dorothy B. Galli to IRC Nevada Inc., recorded in the Office of the Recorder of Humboldt County, Nevada, on November 13, 2008, as Document No. 2008-9415.
8. That certain Royalty Simplifying Letter Agreement dated April 23, 2013, between Atna Resources, Inc., Royal Crescent Valley, Inc., IRC Nevada Inc.

G. The following agreements related to the “Relief Canyon Royalty” which relates to the property described in the recorded instruments listed below:

1. That certain Amended and Restated Net Smelter Return Royalty Agreement, dated as of August 24, 2011, between FirstGold Corp. and Battle Mountain Gold Exploration LLC.
2. That certain Memorandum of Amended and Restated Net Smelter Return Royalty Agreement dated effective August 24, 2011, between FirstGold Corp. and Battle Mountain Gold Exploration LLC, recorded in the Office of the Recorder of Pershing County, Nevada, on September 7, 2011, as Document No. 474521, Book 470, Page 882.
3. That certain Assignment and Assumption Agreement dated August 25, 2011, between Firstgold Corp., Gold Acquisition Corp., and Battle Mountain Gold Exploration LLC, recorded in the Office of the Recorder of Pershing County, Nevada, on September 7, 2011, as Document No. 474522, Book 470, Page 895.
4. That certain Deed of Trust, Assignment of Rents and Leases, and Security Agreement dated August 30, 2011, between Gold Acquisition Corp.; JLM Title LLC; Platinum Long Term Growth LLC; and Lakewood Group LLC; recorded in the Office of the Recorder of Pershing County, Nevada, on August 30, 2011, as Document No. 474403, Book 470, Page 587.
5. That certain Quitclaim Deed dated August 30, 2011 between FirstGold Corp. and Gold Acquisition Corp., recorded in the Office of the Recorder of Pershing County, Nevada, on August 30, 2011, as Document No. 474401, Book 470, Page 575.
6. That certain Corrective Quitclaim Deed dated December 29, 2011, between Firstgold Corp. and Gold Acquisition Corp., recorded in the Office of the Recorder of Pershing County, Nevada, on December 30, 2011, as Document No. 477410, Book 477, Page 116.
7. That certain Quitclaim Deed dated March 5, 2012, between FirstGold Corp., as debtor-in-possession, Case No. BK-N-10-50215-GWZ, Chapter 11, pending in the U.S. Bankruptcy Court for the District of Nevada; and Gold Acquisition

Corp.; recorded in the Office of the Recorder of Pershing County, Nevada, on March 12, 2012, as Document No. 478664, Book 479, Page 388.

8. That certain Full Reconveyance dated May 15, 2012 between JLM Title, LLC, dba First Centennial Title Company of Nevada, as duly appointed Trustee under Deed of Trust dated August 30, 2011, recorded in the Office of the Recorder of Pershing County, Nevada, on August 30, 2011, as Document No. 474403, Book 470, Page 587; made by Gold Acquisition Corp., as trustor, in favor of Platinum Long Term Growth, LLC, a Delaware limited liability company, as beneficiary, acting for itself and for Lakewood Group, LLC, a Delaware limited liability company; recorded in the Office of the Recorder of Pershing County, Nevada, on May 17, 2012, as Document No. 479445, Book 481, Page 386.
9. That certain Agreement for Assumption of Royalty dated June 26, 2012, between Gold Acquisition Corp., a Nevada corporation, c/o Pershing Gold Corporation (fka Sagebrush Gold Ltd.) and Battle Mountain Gold Exploration LLC, a Nevada limited liability company; recorded in the Office of the Recorder of Pershing County, Nevada, on July 26, 2012, as Document No. 48032, Book 484, Page 42.

[Remainder of page intentionally left blank.]

Hot Pot Royalty Property Description

The “Hot Pot Royalty” relates to the following property in Humboldt County, Nevada:

A. Unpatented Mining Claims

		County Recording Information		BLM Filing Information	
Claim Name	Location Date	Doc #	Record Date	BLM Serial No.	Record Date
VAL 1	26-Oct-07	2008 97	9-Jan-08	NMC 0976019	3-Jan-08
VAL 2	26-Oct-07	2008 98	9-Jan-08	NMC 0976020	3-Jan-08
VAL 3	26-Oct-07	2008 99	9-Jan-08	NMC 0976021	3-Jan-08
VAL 4	26-Oct-07	2008 100	9-Jan-08	NMC 0976022	3-Jan-08
VAL 5	26-Oct-07	2008 101	9-Jan-08	NMC 0976023	3-Jan-08
VAL 6	26-Oct-07	2008 102	9-Jan-08	NMC 0976024	3-Jan-08

B. Additional Lands

Township 34 North, Range 43 East, MDM

Section 2: SW1/4; S1/2NW1/4; S1/2SE1/4; NW1/4/SE1/4.

Section 10: All, excepting SW1/4SW1/4.

Section 11: All.

Section 14: All, excepting SW1/4SW1/4.