

EUREKA COUNTY, NV

Rec:\$35.00

Total:\$35.00

KEVIN L SHAW, ESQ

2018-236437

11/26/2018 04:19 PM

Pgs=93



00003013201802364370930935

LISA HOEHNE, RECORDER

RECORDING REQUESTED BY, THIS  
INSTRUMENT WAS PREPARED BY AND  
WHEN RECORDED AND/OR FILED RETURN TO:

Kevin L. Shaw, Esq.  
Mayer Brown LLP  
350 South Grand Avenue  
Suite 2500  
Los Angeles, California 90071



Return Acknowledgement to:

Capitol Services, Inc.  
PO Box 1831  
Austin, TX 78767  
800.345.4647

The undersigned hereby affirms that the  
attached document, including any exhibits,  
submitted for recording does not contain the  
personal information (as defined in NRS  
603A.040) of any person or persons. (Per NRS  
239B.030)

DEED OF TRUST WITH POWER OF SALE,  
ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,  
FINANCING STATEMENT AND FIXTURE FILING

FROM

KLONDEX GOLD & SILVER MINING COMPANY, TRUSTOR  
(Taxpayer I.D. No. 91-0917394)

6500 N. Mineral Drive, Suite 200  
Coeur d'Alene, ID 83815-9408

TO

FIRST AMERICAN TITLE COMPANY, TRUSTEE, a California Corporation

AND

COMPUTERSHARE TRUST COMPANY, N.A., BENEFICIARY  
(Taxpayer I.D. No. 04-3401714),  
as Collateral Agent for the Lenders

8742 Lucent Boulevard, Suite 225  
Highlands Ranch, Colorado 80129

Dated as of October 31, 2018

**DEED OF TRUST WITH POWER OF SALE,  
ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,  
FINANCING STATEMENT AND FIXTURE FILING**

THIS DEED OF TRUST WITH POWER OF SALE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING, dated as of October 31, 2018, (this "Instrument") is from KLONDEX GOLD & SILVER MINING COMPANY, a Nevada corporation (the "Trustor"), to FIRST AMERICAN TITLE COMPANY, a California corporation, as trustee (the "Trustee"), for the benefit of COMPUTERSHARE TRUST COMPANY, N.A., a national banking association, in its capacity as collateral agent for the "Lenders" (as defined below), as beneficiary hereunder (in such capacity, together with its successors and assigns, the "Beneficiary"). References to this "Instrument" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders, restatements and replacements of this instrument.

**WITNESSETH:**

WHEREAS, Hecla Mining Company, a Delaware corporation (the "Parent"), Hecla Limited, a Delaware corporation ("Hecla Limited"), Hecla Alaska LLC, a Delaware limited liability company ("Hecla Alaska"), Hecla Greens Creek Mining Company (formerly known as Kennecott Greens Creek Mining Company), a Delaware corporation ("Hecla Greens Creek"), and Hecla Juneau Mining Company (formerly known as Kennecott Juneau Mining Company), a Delaware corporation ("Hecla Juneau", and together with the Parent, Hecla Limited, Hecla Alaska and Hecla Greens Creek, the "Borrowers"), the lenders party thereto (together with their respective successors and assigns, the "Lenders") and The Bank of Nova Scotia, as the administrative agent for the Lenders (the "Administrative Agent") have executed and delivered that certain Fifth Amended and Restated Credit Agreement, dated as of July 16, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which certain loans and commitments under and as defined in that certain Fourth Amended and Restated Credit Agreement, dated as of May 20, 2016 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "2016 Credit Agreement") will be continued under the Credit Agreement, with such modifications as set forth therein, including providing the Borrowers the ability to reborrow principal amounts repaid with respect to certain Loans following the Effective Date (as defined in the Credit Agreement).

WHEREAS, in order to secure the performance by the Borrowers of their obligations under the Credit Agreement, and all other Obligations, the Trustor as an indirect subsidiary of the Parent, has agreed to grant a security interest in its right, title and interest in, under, to and respecting the Fire Creek Mine and the assets constituting the Fire Creek Mine to the Beneficiary (for the ratable benefit of the Lenders, including

those party to the Credit Agreement on the date hereof which are listed on Annex A hereto) as more particularly set forth in this Instrument.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Trustor, the Trustor grants, undertakes and agrees with the Trustee and the Beneficiary, for the ratable benefit of each Lender, as follows:

## **ARTICLE 1. DEFINED TERMS**

**SECTION 1.1 Defined Terms.** Capitalized terms used but not defined herein (including in the preamble and recitals) have the meanings provided in the Credit Agreement. In this Instrument (including its preamble and recitals), the following terms shall have the following meanings:

"Accounts" has the meaning given such term in the Uniform Commercial Code.

"Administrative Agent" is defined in the first recital.

"Applicable Law" means with respect to any Person or matter, any supranational, national, federal, state, regional, tribal or local statute, law, code, rule, treaty, convention, regulation, order, decree, consent decree, injunction, directive, determination or other requirement (whether or not having the force of law but, if not having the force of law, the compliance with which statute, etc. would be prudent for a Person operating a similar business) relating to such Person or matter and, where applicable, any interpretation thereof by a Governmental Agency having jurisdiction with respect thereto or charged with the administration or interpretation thereof.

"Approvals" means each and every approval, authorization, license, permit, consent, variance, land use entitlement, franchise, agreement, filing or registration by or with any Governmental Agency or other Person necessary for all stages of developing, operating, maintaining and closing a mine (including those shown on Exhibit C hereto) on all or any part of the Lands (or any other lands any production from which, or profits or proceeds from such production, is attributed to any interest in Lands or to any interest described in Exhibit A hereto), including construction of a mine and related improvements and all other activities described below in clauses (a) through (i) of the definition of "Mine".

"Assigned Agreement Counterparty" means each Person (other than the Trustor) party to any Assigned Agreement.

"Assigned Agreements" means those agreements listed in Exhibit D hereto and any other material document executed after the date hereof relating to the Fire Creek Mine designated as such by the Beneficiary (acting in consultation with the Administrative Agent).

"As-Extracted Collateral" has the meaning given such term in the Uniform Commercial Code.

"Beneficiary" is defined in the preamble.

"BLM" is defined in Section 4.3.

"Chattel Paper" has the meaning given such term in the Uniform Commercial Code.

"Claims" is defined in Section 6.6.

"Consumer Goods" has the meaning given such term in the Uniform Commercial Code.

"Contract Rights" has the meaning given such term in the Uniform Commercial Code.

"Counterparty Notice" means any duly completed notice from the Trustor to the relevant Assigned Agreement Counterparty and accepted by the Beneficiary, substantially in the form of Exhibit E attached hereto.

"Credit Agreement" is defined in the fourth recital.

"Documents" has the meaning given such term in the Uniform Commercial Code.

"Encumbered Property" is defined in Article 2.

"Environmental Laws" means, any Applicable Laws relating to pollution or protection of the environment, including laws relating to reclamation of land and waterways and laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

"Equipment" has the meaning given such term in the Uniform Commercial Code.

"Event of Default" means any Event of Default as more fully described in Article VII of the Credit Agreement.

"Farm Products" has the meaning given such term in the Uniform Commercial Code.

"Fixtures" has the meaning given such term in the Uniform Commercial Code.

"General Intangibles" has the meaning given such term in the Uniform Commercial Code.

"Goods" has the meaning given such term in the Uniform Commercial Code.

"Governmental Agency" means the government of the United States, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other Person exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or the administration, interpretation or enforcement of any Applicable Law.

"Hazardous Material" means any crude or refined oil or fraction thereof, petroleum substances, petrochemical products, polychlorinated biphenyls, asbestos, asbestos containing materials, urea formaldehyde, salts, flammable explosives, radioactive materials, hazardous wastes, toxic, mutagenic or pathogenic substances or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any applicable Environmental Law, and shall include each of the following:

(i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.;

(ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302);

(iii) any material, waste or substance which is designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); and

(iv) any substance defined as a "hazardous waste" in AS 46.03.900(9) or 18 ACC 62.020 or as a "hazardous substance" in AS 46.03.826(5).

"Instrument" is defined in the preamble.

"Instruments" has the meaning given such term in the Uniform Commercial Code.

"Inventory" has the meaning given such term in the Uniform Commercial Code.

"Lands" means all lands which are either described in Exhibit A hereto or the description of which is incorporated in Exhibit A hereto by reference to another instrument or document.

"Leases" means all leases, subleases, assignments, options, licenses, concessions, occupancy agreements, profits-à-prendre, work agreements, joint venture agreements, partnerships (including mining partnerships), exploration agreements, operating agreements, surface use agreements and surface use and damage agreements, net profits agreements, royalty agreements, nominee agreements, options and all other conveyances, transfers, agreements or arrangements (whether mineral or otherwise, whether previously or hereafter made, and whether existing now or hereafter, including those shown in Exhibit A-3 hereto) relating to all or any part of the Lands or to any other lands any production from which, or profits or proceeds from such production, is attributed to any interest in Lands or to any interest described in Exhibit A hereto, together with all rentals, royalties and other rights of the Trustor thereunder.

"Lenders" is defined in the first recital.

"Mine" means all tangible property (whether now or hereafter existing or acquired, and whether real, personal or mixed) located or found now or hereafter on, in, or under all or any part of the Lands (or any other lands any production from which, or profits or proceeds from such production, is attributed to any interest in Lands or to any interest described in Exhibit A hereto) that now or hereafter is (together with all substitutions and replacements for, and all accessions, additions and attachments to any thereof) used or useful in connection with mining Primary Minerals or Other Minerals (which as used herein shall include ores and concentrates bearing the same) or in connection with any related activities, including:

- (a) exploration for and evaluation of deposits of Primary Minerals or Other Minerals,
- (b) the development, operation, shutdown and closure (temporary and permanent) of a mine (whether an underground or a surface mine),
- (c) handling, processing, refining and beneficiation of Primary Minerals or Other Minerals, including crushing, screening, non-screen classifying, grinding, flotation, washing, gravity separation, magnetic separation, chemical leaching, thickening, filtration, drying, calcining, solvent extraction, electrorefining, electrowinning and smelting,
- (d) storage of Primary Minerals or Other Minerals,



(e) transportation of Primary Minerals or Other Minerals by any means, including haulage within a mine and from a mine to a mill or to any other handling, processing, beneficiation, storage or marketing location, haulage between any of the foregoing locations, haulage of mine waste (including waste rock and overburden) and tailings, slag and other wastes resulting from handling, processing, and beneficiation and loading in connection with any haulage,

(f) marketing, and readying for market, Primary Minerals or Other Minerals,

(g) disposal (temporary and permanent) of mine waste (including waste rock and overburden) and tailings, slag and other wastes from handling, processing and beneficiation,

(h) monitoring, maintaining, restoring and improving environmental quality, including elimination, treatment and mitigation of air and water pollution, and

(i) reclamation of lands and other natural resources affected by any of the foregoing activities.

Without restricting the foregoing, "Mine" shall include the property shown on Exhibits A and B and the following property (together with all substitutions and replacements for, and all accessions, additions and attachments to any thereof) now or hereafter used or useful in connection with mining Primary Minerals or Other Minerals or in connection with related activities:

(i) generally--buildings; structures; improvements; furnishings; fixtures; equipment; apparatus; facilities; machinery; tools; vehicles; goods; supplies and inventory; and

(ii) specifically- headframes; mine offices; maintenance and equipment repair shops; carpentry; tool and electrical shops; parts and supplies warehouses; change houses; laboratory and assay facilities; ore bins; air compressors; electrical generators and buildings for same; dynamos; staff, workers', and families' living and eating facilities; ventilation shafts and ducts; fans; refrigeration units; underground workings (including adits; shafts; tunnels; crosscuts; laterals; drifts; raises; winzes; stopes; longwalls; and other openings to ore); pump rooms; underground hoist rooms; level stations; underground equipment and machinery storage and repair areas; escape shafts; ore storage areas; storehouses; hoist houses; drums; controls; and motors; wire rope for hoists; ore skips and man cars; timber; roof supports; track (including branch; cut-off; spur; industrial; switch; connecting; storage; yard; terminal and other railroad tracks); roads and haulage ways; conveyor belts;



electrical wire; apparatus; and controls (including transformers and switch boxes); pipe; water and fuel supply tanks and pumps; rolling stock; including locomotives and cars; mine vehicles; drills and related equipment; explosives and explosives storage facilities; continuous miner machines; mucking equipment; loaders and loading equipment; tipples; dewatering facilities; including pumps; sewage facilities; waste water treatment and disposal facilities; ditches; water drainage courses; dams; and silt ponds; telephones and other communications equipment; pipelines (including slurry and pneumatic pipelines); tractors; scrapers; power shovels; backhoes; bucket-wheel excavators; draglines; dredges; haulage and water and maintenance trucks; inclined skips; graders; electrical power lines; mill or processing plant; ships; barges; port facilities; wharfs; piers; loading docks; tramways and aerial trams; aircraft; airstrips; recreation facilities; company townsite and buildings; sluices; wells; augers; overburden; waste rock or spoil; and other mine wastes; load-haul-dump vehicles; conveyors (including screw and bucket conveyors); crushers (including jaw crushers; gyratory crushers; wire crushers; impact crushers; roll crushers; hammer mills; shredders and roller mills); screens (including grizzlies); grinding mills (including ball mills; rod mills; autogenous mills and semi-autogenous mills); flotation circuits (including flotation cells; collection troughs and launders and flumes); washers (including hydrocyclones); gravity separation devices (including jigs; sluices; shaking tables; cones; spirals; vanners and heavy liquids); magnets; leaching circuits; thickening tanks; filters (including drum; disk; belt; and plate filters); driers; kilns; smelting furnaces (including reverberatory furnaces and flash smelters); converters; slag; tailings and tailings ponds.

3.1. "Nevada Environmental Indemnity Agreement" is defined in clause (b) of Section

"Other Minerals" means all minerals other than Primary Minerals, whether or not similar to Primary Minerals or found or produced in association with Primary Minerals, including all existing and future ores, minerals, mineral elements and compounds, veins, lodes and mineral deposits; whether solid, liquid or gaseous; whether organic or inorganic, metallic or nonmetallic, hydrocarbonaceous or non-hydrocarbonaceous; including rock, gravel, sand, methane, water, and geothermal steam, geothermal heat and geothermal resources.

"Other Properties" means all right, title and interest of the Trustor, if any, whether now or hereafter existing or arising, in and to the Lands, the Plans and Specifications, the Approvals, the Mine, the Leases, the Water Rights, the Patented Mining Claims and the Unpatented Mining Claims affecting the Lands described in Exhibit A-7 hereto that the Trustor may now own or control or may hereafter acquire or control at any time;

provided, however, that (i) nothing in this Instrument shall obligate the Trustor to maintain any rights or interests within the Other Properties and (ii) the Encumbered Property shall not include any rights the Trustor may acquire from third parties in the Other Properties if their becoming a part of the Encumbered Property would violate any term or condition of the instrument by which such rights were created or acquired (and provided, further, however, that the Trustor shall have made a good faith effort to obtain such consent as may be required to obviate any such violation). The Trustor shall not sell or encumber the Encumbered Property within the Other Properties except to the extent, pursuant to Section 6.5 or Section 6.18 of the Credit Agreement, it may sell or encumber other of the Encumbered Property. The Beneficiary may at any time in its sole discretion elect to remove and release in whole or in part from this Instrument any of the Encumbered Property within the Other Properties.

"Parent" is defined in the first recital.

"Patented Mining Claims" means all patented mining claims in which the Trustor has or may hereafter have any interest including any shown in Exhibit A-2 hereto.

"Permitted Royalties" means those certain prior grants of production royalties by the Trustor (or its predecessors) that either (i) have been recorded in the real property records of the county where the underlying Primary Minerals or Other Minerals are located or (ii) are listed on Schedule A hereto.

"Plans and Specifications" means all those contracts and agreements listed on any of the Exhibits hereto and all future contracts, agreements, plans, specifications, surveys, designs, drawings and other matters executed by the Trustor and (or prepared by) any contractor, architect, engineer, surveyor or other consultant in connection with the design, construction or operation of the Mine including all contracts and agreements executed by the Trustor and any landscape architect, civil engineer, electrical engineer, soils engineer, mining engineer or mechanical engineer, together with all plans and specifications prepared by any design architect for the construction and improvements comprising the Mine.

"Post-Production Contracts" means contracts, if any, now in effect or hereafter entered into by the Trustor, or entered into by the Trustor's predecessors in interest (if any), for the sale, purchase, exchange, supply, handling, processing, refining, beneficiation, marketing and/or transportation of Primary Minerals or Other Minerals produced from all or any part of the Lands or from any other lands any production from which, or profits or proceeds from such production, is attributable to any interest in the Lands or to any interest described in Exhibit A hereto (including such contracts as are listed in Exhibit D hereto).

"Primary Minerals" means gold and silver, including all existing and future ores, minerals, mineral elements and compounds, veins, lodes and mineral deposits containing gold and silver.

"Proceeds" has the meaning given such term in the Uniform Commercial Code.

"Requirements of Law" means, with respect to any Person, its Organic Documents and any Applicable Law or contractual obligation binding on such Person or its property.

"Secured Obligations" is defined in Section 3.1.

"Trustee" is defined in the preamble.

"Trustor" is defined in the preamble.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect from time to time in the State of Nevada, the State of Delaware, or any other applicable state.

"Unpatented Mining Claims" means all now existing or hereafter acquired, located, amended or relocated unpatented mining claims and mill sites, that is, possessory rights initiated on the public domain of the United States of America under 30 U.S.C. § 22, et seq., as implemented by regulations and state statutes, and for the purposes of this Instrument includes lode and placer mining claims, mill sites and tunnel sites, mining leases, mining claims, leasehold locations and prospecting sites, including amendments and relocations thereof, which Unpatented Mining Claims have been either located by the Trustor or predecessor in interest thereto or are controlled by the Trustor by lease, option or other agreement with one or more third parties, all as more particularly described in Exhibit A-4 hereto. Unpatented Mining Claims shall include all rights incident thereto as recognized under Applicable Laws relating to mining and shall include any and all appurtenant rights established by or accruing to the owner thereof, including, to the extent applicable to any individual Unpatented Mining Claim, the right of access, use of water and the right to conduct mineral exploration, development and exploitation activities.

"USFS" is defined in Section 4.3.

"Water Rights" means (including any of the following described in Exhibit A-6 hereto) all now or hereafter existing or acquired water and water rights, reservoirs and reservoir rights, ditches and ditch rights, wells and well rights, whether evidenced or initiated by permit, decree, well registration, appropriation not decreed, shares of stock or other interests in mutual ditch or reservoir companies or carrier ditch or reservoir companies or otherwise, appertaining or appurtenant to or beneficially used or useful in connection with the Lands and/or the Mine, together with all pumps, well casings, wellheads, electrical installations, pumphouses, meters, monitoring wells and systems, parshall flumes or other measuring devices, pipes, pipelines and other structures or personal property which are or may be used to produce, regulate, measure, distribute,

store or use water from the said water and water rights, reservoirs and reservoir rights, ditches and ditch rights, wells and well rights.

**SECTION 1.2 Interpretation.** Unless a clear contrary intention appears, this Instrument shall be construed and interpreted in accordance with the provisions set forth below:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors, executors, administrators, substitutes and assigns but, if applicable, only if such successors, executors, administrators, substitutes and assigns are permitted by this Instrument, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes any other gender;
- (d) reference to any agreement (including this Instrument and all Schedules and Exhibits hereto), document or instrument means such agreement, document or instrument as amended, supplemented, novated, refinanced, replaced, waived, restated or modified, and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;
- (e) reference to any promissory note includes any promissory note which is an extension or renewal thereof or a substitute or replacement therefor;
- (f) reference to any Applicable Law means such Applicable Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder;
- (g) "hereunder", "hereof", "hereto", "herein" and words of similar import shall be deemed references to this Instrument, as the case may be, as a whole and not to any particular Article, Section, clause or other provision hereof or thereof;
- (h) any reference to any particular Article, Section or clause shall be to such Article, Section or clause of this Instrument;
- (i) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
- (j) relative to the determination of any period of time, "from" means "from (and including)" and "to" means "to (but excluding)";

(k) reference to a "company" or "corporation" shall be construed as a reference to the analogous form of business entity used in any relevant jurisdiction; and

(l) when an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

## ARTICLE 2. GRANT

NOW, THEREFORE, the Trustor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, and upon and subject to the terms and conditions hereinafter set forth, has granted, bargained, sold, warranted, encumbered, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, encumber, assign, transfer and convey, unto the Trustee, IN TRUST, WITH POWER OF SALE, for the use and benefit of the Beneficiary, all the Trustor's right, title and interest, whether now owned or hereafter acquired, in, under, to and respecting all of the hereinafter described properties, rights and interests insofar as such properties, rights and interests consist of real property or fixtures; and insofar as such properties, rights and interests consist of Accounts, As-Extracted Collateral, Chattel Paper, Consumer Goods, Contract Rights, Documents, Equipment, Farm Products Fixtures, General Intangibles, Goods, Instruments, Inventory, Proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Trustor hereby grants to said Trustee, for the use and benefit of the Beneficiary, and to the Beneficiary directly, a security interest therein to the full extent of the Trustor's legal and beneficial interest therein now owned or hereafter acquired, namely:

(a) the Lands, and the fee, mineral, leasehold, overriding royalty, royalty, net profits and other interests described in Exhibit A hereto,

(b) the Primary Minerals and Other Minerals that are:

(i) on, in, or under, extending from or into,

(ii) produced or to be produced from,

(iii) stored, handled, processed, refined or beneficiated or to be stored, handled, processed, refined or beneficiated on, and/or

(iv) transported or marketed or to be transported or marketed on or from,

all or any part of the Lands or any other lands any production from which (or profits or proceeds from such production) is attributed to any interest in Lands or any interest described in Exhibit A hereto,

(c) without duplication of any other provision of this granting clause all of the Trustor's now or hereafter arising Accounts, As-Extracted Collateral, Chattel Paper, Documents, General Intangibles, Goods (including all its Consumer Goods, Equipment, Farm Products, Fixtures and Inventory) and Instruments,

(d) the Other Properties,

(e) the Leases,

(f) the Assigned Agreements, together with:

(i) all rights of the Trustor to receive moneys due and to become due under or pursuant to each Assigned Agreement,

(ii) all rights of the Trustor to receive proceeds of any insurance, indemnity, warranty, guaranty or collateral security with respect to each Assigned Agreement,

(iii) all claims of the Trustor for damages arising out of or for breach of or default under each Agreement,

(iv) all rights of the Trustor to terminate each of the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, and

(v) to the extent not included in the foregoing, all proceeds of any and all of the foregoing,

(g) the Mine,

(h) the Unpatented Mining Claims,

(i) the Patented Mining Claims,

(j) all Approvals,

(k) the Plans and Specifications,

(l) the Post-Production Contracts,

(m) the Water Rights (including those described in Exhibit A-6 hereto),



(n) all awards, payments or judgments, including interest thereon, and the right to receive the same, as a result of the exercise or threatened exercise of any right of eminent domain, other injury to, taking up, or decrease in the value of all or any portion of the Lands, the Mine or any other property described herein,

(o) all other property or rights of any kind or character related to the Lands, the Mine or other property described herein, and

(p) all Proceeds and products of the foregoing,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, or replacements or substitutions for, any of the same, or any instrument relating thereto, and all contracts, contract rights, title instruments, title opinions, land status reports, title abstracts, title insurance commitments or policies, title materials and information, files, records, writings, data bases, information, systems, maps, plats, surveys, geological and geophysical (including electrical, electromagnetic, gravity and seismic), geochemical, and radiometric data and information, drilling data, test data, mineral samples (including drill cores), mineral assay reports, interpretative and analytical reports of any kind or nature (including reserve or deposit studies or evaluations), mine feasibility reports, mine development studies and plans, information concerning exploration and development of deposits of Primary Minerals and Other Minerals (including information concerning mine operation, shutdown and closure and concerning reclamation of lands and other resources affected by mining), environmental data and related information and reports and studies, computer hardware and software and all documentation therefor or relating thereto (including all licenses relating to or covering such computer hardware, software and/or documentation), trade secrets, business names and the goodwill of the business relating thereto, unpatented inventions, patent applications and patents, lease records (including rental and royalty payment records), Unpatented Mining Claim records (including evidence of annual assessment work, payment of rental or maintenance fees, and filings and recordings made with Governmental Agencies), the Approvals and records and information concerning compliance therewith, mine development programs and budgets, financial statements and audits, reclamation plans and related data and reports, insurance policies, commingling agreements, information and data and reports regarding the products and proceeds of mine operations (including quantities produced, proceeds from sale or other disposition, and disbursement of proceeds to persons entitled to a share thereof), information and data and reports regarding all aspects of the Mine (including transportation and marketing of mine products), rights-of-way, easements, servitudes, permits, licenses, tenements, hereditaments, appurtenances, privileges, liberties, development rights, air rights, parcel maps, extralateral rights, condemnation awards, rents, royalties, revenues, avails, income, security deposits, reclamation bonds, bonuses, accounts, returns, issues, profits, advantages, claims against third parties, products, proceeds and all other benefits, whether now or hereafter existing or arising, used or useful in connection with, covering, relating to, or arising from or in connection

with, any of the aforesaid in this granting clause referenced, and all other things of value and incident thereto which the Trustor might at any time have or be entitled to (including any and all liens, lien rights and security interests, and all properties, rights and interests, whether now or hereafter existing or arising, that may be used or useful in connection with mining Primary Minerals or Other Minerals from all or any part of the Lands, or any other lands any production from which, or the profits or proceeds from such production, is attributed to any interest in the Lands or to any interest described in Exhibit A hereto, or in connection with any related activities); together with all estate, claim, demand right, title or interest of the Trustor in, to or respecting any street, road, highway, or alley (vacated or otherwise) adjoining the Lands or any part thereof; all strips and gores belonging, adjacent or pertaining the Lands; and any after-acquired title, additions and accretions to any of the foregoing,

all the aforesaid properties, rights and interests, together with any after-acquired title, additions and accretions to any of the foregoing, being hereinafter called the "Encumbered Property".

Notwithstanding the foregoing, the term "Encumbered Property" shall not include:

(i) any General Intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document a valid and enforceable right to terminate its obligations thereunder;

(ii) any asset, the granting of a security interest in which would be void or illegal under any applicable governmental law, rule or regulation, or pursuant thereto would result in, or permit the termination of, such asset;

(iii) any asset subject to a Permitted Lien (other than Liens in favor of the Administrative Agent) to the extent that the grant of other Liens on such asset (A) would result in a breach or violation of, or constitute a default under, the agreement or instrument governing such Permitted Lien, (B) would result in the loss of use of such asset or (C) would permit the holder of such Permitted Lien to terminate the Grantor's use of such asset; or

(iv) Any assets (x) the ownership of which is evidenced by a Certificate of Title and (y) the value of which is not greater than \$50,000.

Provided that the limitation set forth in clauses (i), (ii) and (iii) above shall (x) exist only for so long as such governmental law, rule, regulation, General Intangibles, Permitted

Liens or other rights arising under any contracts, instruments, licenses or other documents continue to be effective (and, upon the cessation, termination, expiration of such governmental law, rule, regulation, General Intangibles, Permitted Liens or other rights arising under any contracts, instruments, licenses or other documents, or if any such governmental law, rule, regulation, General Intangibles, Permitted Liens or other rights arising under any contracts, instruments, licenses or other documents is no longer applicable, the security interest granted herein shall be deemed to have automatically attached to such asset) and (y) not apply with respect to any asset if and to the extent that the security interest in and to such asset granted in this Instrument is permitted under Sections 9-406, 9-407, 9-408, or 9-409 of the UCC or under other Applicable Law.

Subject, however, to (i) the assignment of production contained in Article 6 but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 6.5, and (ii) the condition that neither the Trustee nor the Beneficiary shall be liable in any respect for the performance of any covenant or obligation (including measures required to comply with any Environmental Laws) of the Trustor in respect of the Encumbered Property.

TO HAVE AND TO HOLD the Encumbered Property unto the Trustee forever to secure the payment and performance in full of the Secured Obligations and to secure the performance of all of the obligations of the Trustor herein contained.

### **ARTICLE 3. SECURITY FOR OBLIGATIONS**

**SECTION 3.1 Secured Obligations.** The lien and security interest in the Encumbered Property granted hereunder secures the full and punctual payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of:

(a) The Obligations under and as defined in the Credit Agreement.

(b) Each Borrower's and the Trustor's obligations to any Lender now or hereafter existing or arising, under or in connection with this Instrument now or hereafter existing or arising under or in connection with the Credit Agreement, the Notes and each other Loan Document to which such Borrower or the Trustor either is or may from time to time become a party, whether for principal, interest, fees, expenses or otherwise (including all such amounts which would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code, 11 U.S.C. §362(a), and the operation of Sections 502(b) and 506(b) of the United States Bankruptcy Code, 11 U.S.C. §502(b) and §506(b) and any other similar provisions arising under Applicable Law but excluding the Trustor's obligations and liabilities described in that certain Hazardous Materials Undertaking and Secured Indemnity dated as of

October 31, 2018, given by the Trustor in favor of the Collateral Agent and the Lenders (as the same relates to the Encumbered Property) (the "Nevada Environmental Indemnity Agreement").

(c) Any sums advanced or expenses or costs incurred (including all attorneys' fees and other legal, management and consulting expenses) by the Trustee or the Beneficiary (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate specified or otherwise agreed upon, from the date of such advances or the incurring of such expenses or costs until reimbursed and any other amounts owed by the Borrowers or the Trustor to the Beneficiary under any other Security Document.

(d) Any extensions or renewals of all such obligations described in clause (a) through (c) above, whether or not any Borrower or the Trustor executes any extension agreement or renewal instruments.

All the above obligations of the Borrowers and the Trustor are hereinafter collectively referred to as the "Secured Obligations".

**SECTION 3.2 Valid and Subsisting First Lien.** The Trustor hereby acknowledges and agrees that this Instrument constitutes a valid and subsisting first lien on the Encumbered Property to secure all of the Secured Obligations.

#### **ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF THE TRUSTOR**

In order to induce the Lenders to make, maintain, continue and/or convert Loans under the Credit Agreement and to induce the Trustee and the Beneficiary to accept this Instrument, the Trustor hereby represents and warrants unto each Lender as set forth in this Article. The representations and warranties of the Trustor set forth in this Article shall be made anew upon the delivery of any Borrowing Request and upon the delivery of each Interest Election Request pursuant to the Credit Agreement.

**SECTION 4.1 Valid Title.** Subject to Section 4.2, the Trustor has valid and indefeasible title (or senior uncontested possessory interest subject only to the paramount title of the United States of America, in the case of the Unpatented Mining Claims), to each property right or interest constituting the Encumbered Property and has a good and legal right to grant and convey the same to the Trustee or the Beneficiary pursuant to this Instrument.

**SECTION 4.2 No Liens.** The Encumbered Property is free from all Liens whatsoever, except for those Liens (i) permitted under clauses (a), (b) and (d) of Section 6.3 of the Credit Agreement or (ii) permitted by clause (i) of Section 5.5.

**SECTION 4.3 Unpatented Mining Claims.** (a) Each Unpatented Mining Claim has been located on the ground in substantial compliance with the location procedures established by Applicable Law; (b) the certificates of location therefor have been properly recorded in the official records of Lander and Eureka County, Nevada and properly filed with the Bureau of Land Management ("BLM") (as to Unpatented Mining Claims) in accordance with Applicable Law and all fees and charges payable in respect thereof have been properly and timely paid; (c) (i) all assessment work required to be performed to date under Applicable Law to maintain the Unpatented Mining Claims in good standing, (ii) all payments in lieu of assessment work, all rental payments, all claim maintenance fee payments, and all royalty payments required to be paid to date under Applicable Law to maintain the Unpatented Mining Claims in good standing, and (iii) all affidavits, statements, returns, or other documents describing or evidencing the same required to be recorded or filed in connection therewith under Applicable Law to maintain the Unpatented Mining Claims in good standing, have been properly and timely performed, paid, recorded, and filed in the manner and to the extent required by Applicable Law to maintain the Unpatented Mining Claims in good standing; provided, however, that (i) for all Unpatented Mining Claims not located originally by or for the Trustor and for all assessment work, payments, recordings (including proof recordings for annual assessment work), and filings not performed or made by or for the Trustor, the foregoing representations are made by the Trustor subject to such title reports as it may have received and provided to the Beneficiary to date and otherwise to the best of its knowledge without benefit of a formal title report therefor, and (ii) the foregoing representations do not include any representations concerning the existence of valuable minerals within the boundaries of any individual Unpatented Mining Claim or the non-mineral character of land included within any federal mill site.

**SECTION 4.4 Leases.** With regard to each Lease to which the Trustor is a party (and except as expressly disclosed in writing to the Beneficiary), (a) the term of such Lease (if the same is a material lease of land) extends past the Maturity Date (as defined in the Credit Agreement and not as stated on the face of this Instrument with respect to this Instrument); (b) such Lease (if the same is a lease of land) is prior to any deed of trust or other lien upon the fee interest in such land; (c) no material default has occurred under such Lease, nor is there any existing condition which but for the passage of time or the giving of notice or both would result in a material default under the terms of such Lease, and such Lease is in full force and effect; (d) such Lease (if the same is a lease of an Unpatented Mining Claim), provides that the Trustor shall have the right to amend or relocate in the name of the lessor thereunder any underlying Unpatented Mining Claim which it deems advisable to amend or relocate, and such lessor has agreed to execute any documents necessary for such purpose; and (e) such Lease (other than those Leases described in Exhibit A-5 attached hereto) is fully assignable or assignable with the prior written consent of the lessor which has been obtained.



#### **SECTION 4.5            Operations; Approvals.**

(a) The Trustor has obtained all Approvals (other than (i) those identified in Exhibit C hereto as being "Pending Material Approvals" and (ii) those of a non-material nature which the Trustor expects will be obtained as and when necessary in the course of the operation of the Mine) required or advisable to facilitate the operation of the Mine as it is being operated as of each date this representation and warranty is made. All Approvals (other than as described in the parenthetical in the preceding sentence) necessary or advisable to obtain in connection with the operation of the Mine as it is being operated as of each date this representation and warranty is made, have been obtained and are in full force and effect.

(b) Other than the recording or filing of this Instrument and similar instruments in favor of the Beneficiary pursuant to Section 4.10, no Approval is necessary or advisable either for:

(i) the granting by the Trustor of any Lien over any Encumbered Property pursuant to this Instrument; or

(ii) the exercise by the Beneficiary or the Trustee of its rights and remedies in respect of the Encumbered Property pursuant to this Instrument, except that before the Beneficiary undertakes to exercise certain rights of the Trustor, it may need to obtain the approval of the United States or the State of Nevada (as the case may be), which approval may be subject to the Beneficiary's compliance with the requirements of Applicable Law.

**SECTION 4.6            Water Rights.** Any operating Mine included in the Encumbered Property contains or is entitled to receive the benefit of sufficient Water Rights for the planned development and operation of such Mine throughout the planned life of such Mine in order to conduct the operations envisioned by the Applicable Mine Plan for such Mine. The Water Rights are in good standing with the Nevada Division of Water Resources ("NDWR"), and Trustor has paid all fees, complied with all deadlines (or obtained necessary extensions), and performed all other work, acts, or other obligations required as of the date hereof necessary or advisable to maintain the availability, validity and good standing of the Water Rights.

#### **SECTION 4.7            Correct Names, etc.**

(a) The cover page to this Instrument lists the correct legal name of the Trustor and the Trustor is not now, nor has the Trustor been known, by any trade name.

(b) Except for Klondex Gold & Silver Mining Company, a Washington corporation, which merged into Klondex Gold & Silver Mining Company, a



Nevada corporation, the Trustor has not been known by any legal name different from the one set forth on the cover page of this Instrument, nor has the Trustor been the subject of any merger or other corporate reorganization.

**SECTION 4.8 Post-Production Contracts.** There are no other Post-Production Contracts affecting the Encumbered Property except those expressly disclosed in writing to the Beneficiary and copies of which have been provided to the Beneficiary.

**SECTION 4.9 Exclusive Possession.** Except as disclosed in writing to the Beneficiary, the Trustor has the right to exclusive possession of the Lands (subject only, in the case of Unpatented Mining Claims, to the paramount title of the United States of America).

**SECTION 4.10 Filings.** All recordings, filings and other actions (other than the recording and filing of this Instrument and any financing statements or similar instruments relating hereto with all appropriate offices as described below) necessary and desirable to perfect and protect the Lien over the Encumbered Property have been duly made and taken. No effective deed of trust, mortgage, financing statement or other instrument similar in effect covering all or any part of the Encumbered Property is recorded or on file in any recording or filing office, except such as may have been expressly disclosed in writing to the Beneficiary. Immediately following the execution hereof, the Trustor shall not cause this Instrument and any financing statements or similar instruments relating hereto to be recorded and filed with all appropriate offices necessary and desirable to perfect and protect the Lien over the Encumbered Property.

**SECTION 4.11 Perfected Lien.** Upon the recording and filing of this Instrument and all financing statements or similar instruments relating hereto with all appropriate offices, this Instrument will, subject to Section 4.2, create a valid, first-priority, perfected security interest in the Encumbered Property, securing payment of the obligations stated to be secured thereby.

**SECTION 4.12 Status of Assigned Agreements.** The Assigned Agreements entered into prior to the date hereof, true and complete copies of which (or other evidence thereof) have been furnished to the Beneficiary prior to the Trustor's execution of this Instrument (or on or prior to the effectiveness thereof in the case of any Assigned Agreement which is entered into after the date of this Instrument), have been duly authorized, executed and delivered by the Trustor and, to the best of the knowledge of the Trustor, by the other parties thereto, have not been amended or otherwise modified except as disclosed in writing to the Beneficiary, and are in full force and effect and are binding upon and enforceable against the parties thereto in accordance with their terms subject, as to enforceability, to Applicable Laws relating to bankruptcy and the enforceability of creditors' rights generally and by the fact that the availability of equitable remedies is discretionary. The Trustor has performed in all material respects all of its obligations under the Assigned Agreements executed by it as

of the date hereof and, to the best of the knowledge of the Trustor, the other parties to such Assigned Agreements have no defense, setoff or counterclaim arising thereunder. To the best of the knowledge of the Trustor, as of the date hereof, there exists no default under any of the executed Assigned Agreements by any other party thereto.

## **ARTICLE 5. COVENANTS**

The Trustor agrees with the Beneficiary that, until the Secured Obligations have been paid and performed in full, it shall perform its obligations set forth in this Article.

**SECTION 5.1 Payment and Performance of Obligations.** The Trustor will duly pay and perform its Obligations hereunder and under and in connection with the Guaranty and each other Loan Document to which it is a party as and when required by their terms.

**SECTION 5.2 Warrant and Defend Title.** The Trustor will warrant and forever defend the Encumbered Property (except to the extent the Trustor is permitted to encumber or dispose of the same pursuant to this Instrument) unto the Trustee and Beneficiary against every Person whomsoever lawfully claiming the same or any part thereof, and the Trustor will maintain and preserve the Lien hereby created.

**SECTION 5.3 Further Assurances.** Upon the request of the Trustee or the Beneficiary, the Trustor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustee or the Beneficiary may be necessary or desirable to carry out more effectually the purposes of this Instrument, including (a) prompt correction of any defect which may hereafter be discovered in the title to the Encumbered Property or in the execution and acknowledgment of this Instrument or any other document executed in connection herewith, (b) supplements to this Instrument as reasonably required from time to time by the Beneficiary and (c) information as to the payment of rental amounts and other amounts under the Leases described in Exhibit A-3 attached hereto. The Trustor will use commercially reasonable efforts (to be determined in the sole discretion of the Trustor) to deliver executed Counterparty Notices in the case of each Assigned Agreement entered into by the Trustor prior to, on or after the date hereof, if such Assigned Agreement prohibits, limits or restricts the transfer of the Trustor's rights therein; provided, however, that it is agreed and understood that the Trustor shall not be required to seek any Counterparty Notice to the extent the Trustor determines that seeking such Counterparty Notice may adversely affect the business or operations of the Trustor.

**SECTION 5.4 Payment of Taxes.** The Trustor will pay and discharge, as the same may become due and payable, all taxes, assessments, fees and other governmental charges or levies against it or on any of its property, as well as claims of any kind or character (including claims for sums due for labor, material, supplies, personal property and services); provided, however, that the foregoing shall not require

the Trustor to pay or discharge any such tax assessment, fee, charge, levy or claim so long as it shall be diligently contesting the validity or amount thereof in good faith by appropriate proceedings and shall have set aside on its books adequate reserves in accordance with generally accepted accounting principles with respect thereto.

**SECTION 5.5      Operation of the Encumbered Property.** Except as permitted under the terms of the Credit Agreement, the Trustor shall, at the Trustor's own expense:

(a) do or cause to be done all things necessary to keep unimpaired (and free and clear of Liens, except as may be permitted by Section 5.5(i)) the Trustor's rights in the Encumbered Property and not abandon the Mine or, except in the ordinary course of business, forfeit, surrender or release any interest in the Mine or any rights in the Encumbered Property (other than the Disposition of inventory (which, for the avoidance of doubt, shall not include metals streaming arrangements) and the Disposition of obsolete, damaged, immaterial, worn out or surplus property, in each case, in the ordinary course of business, or enter into any operating agreement with respect to the Encumbered Property, without the prior written consent of the Beneficiary;

(b) operate, manage and maintain the Mine and produce and process Primary Minerals and Other Minerals in accordance with sound mining and business practice and the Applicable Mine Plan for the Mine and, in all material respects, in accordance with all relevant Approvals and Requirements of Law;

(c) cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Encumbered Property, and all expenses incurred in or arising from the operation or development of the Encumbered Property except where the Trustor is diligently contesting the validity or amount of such rentals and royalties in good faith and such action would not materially interfere with the operation, management and maintenance of the Mine;

(d) cause all Equipment and other personal property constituting a portion of the Mine to be kept in good and effective operating condition (subject to normal wear and tear), and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Primary Minerals and Other Minerals from the Mine in accordance with the Applicable Mine Plan for the Mine, to be promptly made;

(e) obtain and keep in full force and effect all Leases and Approvals necessary to use, own, develop, occupy, operate and conduct production operations on the Encumbered Property in accordance with the Applicable Mine Plan for the Mine;

(f) make all payments required by and substantially perform and comply with all material terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Trustor under any of the Leases in order that the Leases shall remain in full force and effect except where failure to obtain and keep in full force as aforesaid would not materially interfere with the operation, management and maintenance of the Mine;

(g) not surrender, terminate or cancel, or suffer any termination or cancellation of, or consent to any material alteration, modification, amendment, supplement or change to or in, any material Lease (other than the extension of the Lease term and increases in rent associated with such extensions) without first obtaining the Beneficiary's prior written consent;

(h) do or cause to be done all acts necessary to ensure that the Encumbered Property contains or has the benefit of, whether through the ownership or assignment of Water Rights, sufficient water for the use, development, operation, exploration, production and processing on or in connection with any Mine that is part of the Encumbered Property in accordance with the Applicable Mine Plan for such Mine;

(i) cause the Encumbered Property to be kept free and clear of Liens, other than (i) the Lien created by this Instrument, (ii) Liens otherwise permitted by the Credit Agreement, (iii) defects or irregularities in title and Liens, which are not such as to interfere materially with the development, operation or value of the Encumbered Property and not such as to affect materially title thereto, (iv) those being contested by the Trustor in good faith in such manner as not to jeopardize the Trustee's and the Beneficiary's rights in and to the Encumbered Property, and (v) those consented to in writing by the Beneficiary;

(j) carry the insurance required by Section 5.5 of the Credit Agreement and comply with all obligations relevant to such insurance as set forth thereunder;

(k) keep all its Equipment, Inventory and other Goods at its own premises (at its addresses shown on Schedule I hereto) and at the premises listed on Schedule II hereto (other than (i) concentrates sold pursuant to any of the Post-Production Contracts listed in Exhibit D, and other Post-Production Contracts with delivery at the same locations; (ii) doré delivered to refiners and then sold in the ordinary course of business (in an amount not to exceed \$4,000,000 in the aggregate per fiscal quarter), (iii) certain Equipment or Goods purchased and transported to the Fire Creek Mine within 90 (ninety) days of purchase (in an amount not to exceed \$1,000,000 in the aggregate at any one time) or (iv) any other Equipment, Inventory and other Goods (in an amount not to exceed \$500,000 in the aggregate at any one time)), unless the Beneficiary shall have received the benefit of perfected, first-in-priority Liens in respect of

such Equipment, Inventory or other Goods at such other locations, or unless the Beneficiary shall otherwise consent in writing; provided however, that property that is Disposed of pursuant to Section 6.5 and the terms of the Credit Agreement may be transported away from such premises at the time of Disposition;

(l) upon the reasonable request of the Beneficiary (and subject to any Lien then held by the Administrative Agent), stamp on its records concerning the Encumbered Property (and/or enter in its computer records concerning the Encumbered Property) and add on all Chattel Paper constituting a portion of the Encumbered Property a notation, in form satisfactory to the Beneficiary, of the Lien of the Beneficiary hereunder;

(m) upon the reasonable request of the Beneficiary (and subject to any Lien then held by the Administrative Agent), cause to be noted on the applicable certificate, in the event any item of its Equipment is covered by a Certificate of Title, the value of which is equal to or greater than \$250,000, the Lien of the Beneficiary in the Equipment covered hereby;

(n) furnish to the Beneficiary as soon as possible and in any event within thirty (30) days after the occurrence from time to time of any change in the address of the Trustor's location (as described on the signature page hereto), notice in writing of such change;

(o) comply in all material respects with all conditions and requirements arising under Applicable Law necessary to preserve and extend any and all rights, licenses, permits, claims, patents, privileges, franchises and concessions which are applicable to the Trustor or have been granted for the Encumbered Property or the use thereof, and are necessary to own and operate the Mine as it is being operated at any time;

(p) not initiate or acquiesce in any change in any material zoning or other land use or water rights classification now or hereafter in effect and affecting the Encumbered Property or any part thereof, where such change, if implemented, would have a Materially Adverse Effect;

(q) maintain all utility services available for use at the Mines included in the Encumbered Property; and

(r) appear in and defend, with counsel reasonably acceptable to the Beneficiary (acting in consultation with the Administrative Agent), any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or the Trustee; and pay all reasonable costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which the Beneficiary or the Trustee may appear.



**SECTION 5.6 Trustor Remains Liable.** Anything herein to the contrary with respect to the Assigned Agreements notwithstanding:

(a) the Trustor shall remain liable under the Assigned Agreements to the extent set forth therein, and shall perform all of its duties and obligations under such Assigned Agreements to the same extent as if this Instrument had not been executed,

(b) the exercise by the Trustee or the Beneficiary of any of its rights hereunder shall not release the Trustor from any of its duties or obligations under any such Assigned Agreements, and

(c) neither the Trustee nor the Beneficiary shall have any obligation or liability under any Assigned Agreement by reason of this Instrument, nor shall the Trustee or the Beneficiary be obligated to perform any of the obligations and liabilities or duties of the Trustor thereunder or to take any action to collect or enforce any claim for payment assigned thereunder.

**SECTION 5.7 Unpatented Mining Claims.**

(a) Commencing as of the annual assessment work year beginning at 12:01 a.m., local time, on September 1, 2019, and ending at 12:01 a.m., local time, on September 1, 2020, and each assessment year thereafter during the term hereof, provided that this Instrument has not been released prior to one hundred twenty (120) days before the end of any annual assessment year, the Trustor shall (i) perform in a proper and timely manner all assessment work required to be performed under Applicable Law to maintain the Unpatented Mining Claims in good standing, (ii) pay in a proper and timely manner all payments in lieu of assessment work, all rental payments, all claim maintenance fee payments, and all royalty payments required to be paid under Applicable Law to maintain the Unpatented Mining Claims in good standing, and (iii) prepare, record and file in a proper and timely manner (and promptly thereafter furnish to the Beneficiary copies thereof) all affidavits, statements, returns or other documents describing or evidencing the same that are required to be recorded or filed in connection therewith under Applicable Law to maintain the Unpatented Mining Claims in good standing. Notwithstanding anything to the contrary in this Section or elsewhere in this Instrument the Trustor shall be entitled to abandon, amend or relocate any Unpatented Mining Claim (i) if the ground which such Unpatented Mining Claim covers is simultaneously or immediately thereafter covered by one or more Unpatented Mining Claims subject to the Lien of this Instrument and in the Trustor's good faith judgment such Unpatented Mining Claims are of a value at least as great as the Unpatented Mining Claims so abandoned or (ii) with the consent of the Beneficiary.



(b) In the event of the repeal or substantial modification of the General Mining Law of 1872 as currently in effect during the term of this Instrument, such that the interest of the Trustor hereunder is modified, reduced or transformed, the Trustor shall consult with the Beneficiary and the Trustee to determine how best to preserve the interests of the Beneficiary and the Trustee hereunder. The Trustor shall not take any action to replace or consent to the modification or substitution of rights to Unpatented Mining Claims as a result of such repeal or substantial modification without the written consent of the Beneficiary having been first obtained, which consent shall not be unreasonably withheld or delayed.

(c) The Trustor shall not apply for a patent of any Unpatented Mining Claim which forms part of the Encumbered Property unless in its good faith judgment such application would benefit the Encumbered Property and in any event shall not make such application without the consent of the Beneficiary.

(d) Subject to its rights of abandonment, amendment and relocation set forth in clause (a), the Trustor will take all steps reasonably necessary and appropriate, consistent with sound mining and business practice, to maintain and defend its possessory rights or title to Unpatented Mining Claims in a status not less beneficial to the Encumbered Property than that which exists on the date hereof.

**SECTION 5.8 Recording and Filing.** The Trustor will promptly, and at the Trustor's expense, pay all fees, taxes and charges, execute, record, register, deposit and file this and every other instrument in addition or supplemental hereto, including financing statements and continuations thereof, in such offices and places and at such times and as often as may be necessary to create, preserve, protect and renew the Lien as a valid, first Lien on and prior perfected security interest in real or personal property (except as otherwise permitted pursuant to this Instrument), as the case may be, and the rights and remedies of the Trustee and of the Beneficiary, obtain such acknowledgements or consents, notify all obligors or providers of services and materials and otherwise do and observe all things or matters necessary or expedient to be done or observed by reason of any Applicable Law, or as the Beneficiary (acting at the direction of the Administrative Agent) reasonably may request from time to time, for the purpose of effectively creating, maintaining and preserving the Lien hereof on and in the Encumbered Property.

**SECTION 5.9 Sale or Mortgage of the Encumbered Property.** Except for sales of severed Primary Minerals and Other Minerals in the ordinary course of the Trustor's business, the granting of the Lien created by this Instrument and as otherwise expressly permitted in the Credit Agreement (including, without limitation, Dispositions permitted under Section 6.5 of the Credit Agreement), the Trustor will not sell, convey, mortgage, pledge, or otherwise dispose of or encumber the Encumbered Property nor any portion thereof, nor any of the Trustor's right, title or interest therein, nor contract to

do nor permit to occur any of the foregoing, without first securing the written consent of the Beneficiary; and the Trustor shall give notice to the Administrative Agent and the Beneficiary in the event that it enters into any arrangement with any purchaser of Primary Minerals or Other Minerals regarding the Encumbered Property whereby said purchaser may set off any claim against the Trustor by withholding payment for any Primary Minerals or Other Minerals actually delivered.

**SECTION 5.10 Records; Statements and Reports.** The Trustor will keep financial records and statements reflecting all of its business affairs and transactions in accordance with generally accepted accounting principles and will furnish or cause to be furnished to the Beneficiary (a) such information as the Beneficiary may reasonably request with respect to the Mine, and (b) such other information concerning the business, affairs and financial condition of the Trustor as the Beneficiary may from time to time reasonably request pursuant to the Credit Agreement.

**SECTION 5.11 Right of Entry.** The Trustor will permit the Beneficiary, officers and employees of the Beneficiary and such other persons or entities as the Beneficiary may in its discretion designate, at the cost and expense of the Trustor (provided, however, that if no Default exists, the Trustor shall only be responsible for the costs and expenses of one inspection, examination, review and reproduction at the each location of the Encumbered Property per year), reasonable access to the Encumbered Property and to the field offices and other offices, including the principal place of business, of the Trustor to inspect and examine the Encumbered Property and to inspect, review and reproduce as necessary any books, records, accounts, contracts or other documents of the Trustor; provided, however, that any such access shall be subject to compliance with all Approvals, Applicable Laws, Leases and Trustor's safety rules and procedures. Without limiting the generality of the foregoing, the Beneficiary shall have the right, on twenty-four (24) hours prior written notice to the Trustor, to cause such Persons as the Beneficiary may designate (one time per year, unless a Default exists, in which case there shall be no limit) to enter the Encumbered Property to conduct (at the cost and expense of the Trustor as provided above), or to cause the Trustor to conduct (at the cost and expense of the Trustor as provided above), such tests and investigations as the Beneficiary deems necessary to determine whether any Hazardous Material is being generated, transported, stored, or disposed of in accordance with applicable Environmental Laws; provided, however, that any such access shall be subject to compliance with all Approvals, Applicable Laws, Leases and Trustor's safety rules and procedures. Such tests and investigations may include underground borings, ground water analyses and borings from the floors, ceilings and walls of any improvements located on the Encumbered Property. This Section shall not be construed to affect or limit the obligations or rights of the Trustor pursuant to Section 5.6 of the Credit Agreement or Section 5.5 in any manner whatsoever.

**SECTION 5.12 After-Acquired Properties.** The Trustor shall advise the Beneficiary, within forty-five (45) days after each June 30 and ninety (90) days after

each December 31 of each calendar year (commencing June 2018), as to any additional Lands, Unpatented Mining Claims, Patented Mining Claims, Leases, Water Rights or any other real property interests it has acquired during such preceding six-month period and shall, promptly thereafter, execute, acknowledge and deliver such other and further instruments and agreements necessary or desirable to include such interests and assets as a part of the Encumbered Property hereunder.

**SECTION 5.13 Performance of Assigned Agreements; Notices.** The Trustor shall:

(a) perform and observe all the terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their terms, unless the failure to do any of the foregoing would not reasonably be expected to cause a Material Adverse Effect, and take all such action to such end as may be from time to time requested by the Beneficiary, and

(b) upon the reasonable request of the Beneficiary, (i) furnish to the Beneficiary promptly upon receipt thereof copies of all notices, requests and other documents received by the Trustor under or pursuant to the Assigned Agreements, and (ii) make upon each relevant Assigned Agreement Counterparty such demands and requests for information and reports or for action as the Trustor is entitled to make under the Assigned Agreements.

**SECTION 5.14 Water Rights.** With respect to the Water Rights:

(a) Trustor shall comply with all filing deadlines, pay all fees, and perform such work or other obligations required in connection with the Water Rights and necessary or advisable to maintain the validity of the Water Rights.

(b) Beneficiary shall have the right, but not the obligation, to complete and make all filings, pay all fees and perform such work or other obligations required in connection with the Water Rights and necessary or advisable to maintain the validity of the Water Rights if Trustor fails to take such actions within ten (10) days after notice to Trustor. Trustor shall be responsible for any and all associated fees and costs.

(c) Trustor shall provide a copy of all correspondence, including, but not limited to any filings, received from, or sent to, the NDWR to Beneficiary if the subject of such documents could have a material adverse effect on the Water Rights or other Encumbered Property, in each case within ten (10) business days following receipt or transmittal by Trustor.

(d) If Trustor fails to put the full quantity of water authorized for use in the Water Rights to beneficial use for four consecutive years, and has not applied

for and received an extension of time with respect thereto, Beneficiary shall have the right, but not the obligation, to take all necessary actions to put the water to beneficial use. Trustor shall be responsible for any and all associated fees and costs.

(e) Trustor shall not change in any way the point of diversion, place of use or manner of use of the Water Rights to a point that is not on the Lands and for the benefit of the Encumbered Property.

(f) Trustor shall not take any action consistent with abandoning the Water Rights without the written consent of Beneficiary.

(g) If Trustor fails to make any filing or to put the Water Rights to beneficial use resulting in a forfeiture or cancellation action by the NDWR, Beneficiary shall have the right to prosecute an appeal of the decision on behalf of Trustor and Beneficiary is hereby appointed as the Trustor's attorney in fact to prosecute such appeal and execute any documents in connection therewith on behalf of Trustor. This appointment is coupled with an interest and may not be revoked. Trustor shall be responsible for any and all associated fees and costs.

(h) Without the express written consent of Beneficiary, Trustor shall not transfer or further encumber the Water Rights, or any portion thereof, or put the Water Rights to any use other than for the benefit of the Land.

**SECTION 5.15** With respect to the Leases:

(a) Trustor shall perform and comply with all agreements, covenants, terms, and conditions imposed on or assumed by Trustor as tenant under federal, state and local mining laws, rules and regulations ("Mining Laws"), and if Trustor fails to do so, Beneficiary may, but shall not be obligated to, take any action Beneficiary deems necessary or desirable to prevent or to cure any default by Trustor in the performance of or compliance with any of Trustor's covenants or obligations under the Mining Laws. On receipt by Beneficiary from the BLM of any written notice of default by the Trustor thereunder, Beneficiary may rely thereon and take any action as stated above in compliance with Applicable Law to cure such default even though the existence of such default or the nature thereof is questioned or denied by Trustor or by any party on behalf of Trustor. Trustor hereby expressly grants to Beneficiary, and agrees that Beneficiary shall have, the absolute and immediate right to enter in and on the Property to such extent and as often as Beneficiary, in Beneficiary's sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Trustor. Beneficiary may pay such sums of money as Beneficiary, in its sole discretion, deems necessary for any such purpose, and Trustor hereby agrees to pay to Beneficiary, immediately and without demand, all such sums so paid by Beneficiary, together with interest thereon from the date of each such payment at

the rate equal to the note rate. All sums so paid and expended by Beneficiary and the interest thereon shall be added to and be secured by the lien hereof.

(b) Trustor will pay or cause to be paid, as the case may be, payments and charges required to be paid by Trustor under or pursuant to the provisions of the Leases.

(c) Trustor will diligently perform and observe all of the terms, covenants and conditions of the Leases required to be performed and observed by Trustor to the end that all things shall be done which are necessary to keep unimpaired Trustor's rights under the Leases.

(d) Trustor will promptly advise Beneficiary in writing of the giving of any notice by any lessor of any default by Trustor in the performance or observance of any of the terms, covenants or conditions of the Leases on the part of Trustor to be performed or observed and Trustor will deliver to Beneficiary a true copy of each such notice.

(e) Trustor will not release, surrender or terminate any Lease without the prior written consent of Beneficiary nor without similar consent of Beneficiary modify any Lease in any manner whatsoever, whether or not such modification would impair the security of this Deed of Trust.

Trustor further covenants and agrees as follows:

(i) If there shall be filed by or against a Lease lessor a petition under the Bankruptcy Code (11 U.S.C. § 101 et seq.), and Trustor, as lessee under the Lease, shall determine to reject the Lease pursuant to the Bankruptcy Code, Trustor shall give Beneficiary not less than ten (10) days' prior notice of the date on which Trustor shall apply to the Bankruptcy Court for authority to reject the Lease. Beneficiary shall have the right, but not the obligation, to serve upon Trustor within such ten-day period a notice stating that: (1) Beneficiary demands that Trustor assume and assign the Lease to Beneficiary pursuant to Section 365 of the Bankruptcy Code; and (2) Beneficiary covenants to cure or provide adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance under the Lease. If Beneficiary serves upon Trustor the notice described in the preceding sentence, Trustor shall not seek the rejection of the Lease and shall comply with the demand provided for in clause (1) within thirty (30) days after the notice shall have been given, subject to the performance by Beneficiary of the covenant provided for in clause (2); and

(ii) Effective upon the entry of an order for relief in respect of a Lease lessor under the Bankruptcy Code, Trustor hereby assigns and transfers to Beneficiary a non-exclusive right to apply to the Bankruptcy Court for an order extending the period during which the Lease may be rejected or assumed.



**SECTION 5.16      Actions Under Assigned Agreements.** No Trustor shall:

(a) cancel or terminate any material Assigned Agreement or consent to or accept any cancellation or termination thereof, in any case that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect,

(b) amend or otherwise modify any material Assigned Agreement (or give any consent, waiver or approval thereunder) in a manner materially adverse to the Beneficiary,

(c) waive any default under or breach of any material Assigned Agreement, in any case that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, or

(d) take any other action in connection with the material Assigned Agreements which would impair the value of the interest or rights of the Trustor thereunder and that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, or which would impair the interest or rights of the Beneficiary.

**ARTICLE 6. ASSIGNMENT OF PRODUCTION**

**SECTION 6.1      Assignment.** Subject to the Permitted Royalties, the Trustor hereby absolutely and irrevocably (a) transfers, assigns, warrants and conveys to the Beneficiary, effective as of the date hereof, at 12:01 A.M., local time, all Primary Minerals and Other Minerals which are thereafter produced from and which accrue to, the Encumbered Property, and all proceeds therefrom, and (b) gives to and confers upon the Beneficiary the right, power and authority to collect such Primary Minerals and Other Minerals and proceeds. The Trustor irrevocably appoints the Beneficiary its true and lawful attorney-in-fact, at the option of the Beneficiary at any time and from time to time, but subject to the Permitted Royalties, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of the Trustor or the Beneficiary, for all such Primary Minerals and Other Minerals and proceeds and apply the same to the payment of Permitted Royalties and then to the Secured Obligations; provided, however, that the Trustor shall have the right to collect such Primary Minerals and Other Minerals and proceeds at any time prior to the occurrence of an Event of Default but in any event not more than one month prior to the actual sale or other disposition thereof. Subject to the foregoing, all parties producing, purchasing or receiving any such Primary Minerals or Other Minerals, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Beneficiary by virtue of the provisions of this Article, are authorized and directed to treat and regard the Beneficiary as the assignee and transferee of the Trustor and entitled in the Trustor's place and stead to receive such Primary Minerals and Other Minerals and all proceeds therefrom; and said parties and each of them shall be fully protected in so



treating and regarding the Beneficiary and shall be under no obligation to see to the application by the Beneficiary of any such proceeds or payments received by it. The assignment of the Primary Minerals and Other Minerals, and proceeds in this Section is intended to be an absolute assignment from the Trustor to the Beneficiary and not merely the granting or passing of a security interest. Such Primary Minerals and Other Minerals and proceeds are hereby assigned absolutely by the Trustor to the Beneficiary contingent with respect to collection only upon the occurrence of an Event of Default hereunder.

**SECTION 6.2 Collection Upon Event of Default.** Upon the occurrence of any Event of Default, the Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, in its own name or as agent or attorney in fact for the Trustor, enter upon and take possession of the Encumbered Property, or any part thereof, and sue for or otherwise collect all Primary Minerals and Other Minerals located thereat and the proceeds thereof, including those past due and unpaid and apply the same, less senior royalties and costs and expenses of operation and collection, including attorneys' fees, upon any of the Secured Obligations, in the order of application provided in the Credit Agreement. The collection of such Primary Minerals and Other Minerals and proceeds, or the entering upon and taking possession of the Encumbered Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to notice of default.

**SECTION 6.3 No Liability of the Beneficiary in Collecting.** The Beneficiary is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Beneficiary under this Article) and from all other responsibility in connection therewith, except the responsibility to account to the Trustor for funds actually received.

**SECTION 6.4 Assignment Not a Restriction on the Beneficiary's Rights.** Nothing herein contained shall detract from or limit the absolute obligation of the Trustor to make payment of the Secured Obligations regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security now or hereafter existing to secure the payment and performance of the Secured Obligations.

**SECTION 6.5 Status of Assignment.** Notwithstanding the other provisions of this Article, and in addition to the other rights hereunder, the Trustee or any receiver appointed in judicial proceedings for the enforcement of this Instrument shall have the right to receive all Primary Minerals and Other Minerals herein assigned (subject to Permitted Royalties) and the proceeds therefrom after the Secured Obligations have been declared due and payable in accordance with the provisions of the Credit Agreement and to apply all of said proceeds as provided in Section 6.2.

Upon any sale of the Encumbered Property or any part thereof pursuant to Article 7, the Primary Minerals and Other Minerals thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

**SECTION 6.6 Indemnity.** In addition to any similar obligations set forth in the each Loan Document to which it is a party, the Trustor shall indemnify the Trustee and the Beneficiary against all claims, actions, liabilities, judgments, costs, losses, damages, attorneys' fees or other charges or expenses of whatsoever kind or nature (collectively, "Claims") made against or incurred by them or either of them as a consequence of the assertion (except (a) from the holder of a Permitted Royalty or (b) as a result of gross negligence or willful misconduct by the Trustee or the Beneficiary as finally determined in a non-appealable judgment by a court of competent jurisdiction or as a result from a claim brought by the Trustor or any other Loan Party against the Trustee or Beneficiary for breach in bad faith of such Trustee's or Beneficiary's obligations hereunder or under any other Loan Document (so long as the Trustor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction), either before or after the payment in full of the Secured Obligations, that they or any of them received the Primary Minerals and Other Minerals herein assigned or the proceeds thereof claimed by third persons, and the Trustee and the Beneficiary shall have the right to defend against any such Claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or any of them shall have the right to pay or compromise and adjust all such Claims. The Trustor will indemnify and pay to the Trustee or the Beneficiary any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Trustee and the Beneficiary or either of them. If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Trustor hereby agrees to make the maximum contribution to the payment and satisfaction of the Claims which is permissible under Applicable Law. The obligations of the Trustor as hereinabove set forth in this Section shall survive the release, termination, foreclosure or assignment of this Instrument or any sale hereunder.

## **ARTICLE 7. ENFORCEMENT OF THE SECURITY**

**SECTION 7.1 Waiver of Notice and Demand Upon Acceleration.** Upon the occurrence of an Event of Default, the Beneficiary, at its option, may declare the Secured Obligations to be forthwith due and payable, without any notice or demand of any kind (except as expressly required in the Credit Agreement), both of which are hereby expressly waived.

**SECTION 7.2 Power of Sale of Real Property Constituting a Part of the Encumbered Property.** Upon the occurrence of an Event of Default, the Trustee shall have the right and power to sell without the necessity of judicial proceedings, to the extent permitted by Applicable Law, at one or more sales, as an entirety or in

parcels, as it and the Beneficiary may elect, the real property constituting a part of the Encumbered Property, at such lawful place or places as the Trustee may elect in its sole and absolute discretion, and otherwise in such manner and upon such notice as may be required by Applicable Law, or, in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers. The Trustee may postpone the sale of all or any portion of such real property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustee may make other and successive sales until all of the trust estate shall have been legally sold.

**SECTION 7.3 Rights of the Trustee and the Beneficiary with Respect to Personal Property Constituting a Part of the Encumbered Property.** Upon the occurrence of an Event of Default, the Trustee and the Beneficiary will have all rights and remedies granted by Applicable Law, and particularly by the Uniform Commercial Code, including the right to take possession of all personal property constituting a part of the Encumbered Property, and for this purpose the Trustee and/or the Beneficiary may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustee and/or the Beneficiary may require the Trustor to assemble such personal property and make it available to the Trustee and/or the Beneficiary at a place to be designated by the Trustee and/or the Beneficiary which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustee and/or the Beneficiary will give the Trustor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Trustor at the address shown below the signatures at the end of this Instrument at least five (5) days before the time of the sale or disposition.

**SECTION 7.4 Rights of the Trustee and the Beneficiary with Respect to Fixtures Constituting a Part of the Encumbered Property.** Upon the occurrence of an Event of Default, the Trustee and/or the Beneficiary may elect to treat the Fixtures constituting a part of the Encumbered Property as either real property collateral or personal property collateral and then proceed to exercise such rights as apply to such type of collateral.

**SECTION 7.5 Judicial Proceedings.** Upon the occurrence of an Event of Default, the Trustee and/or the Beneficiary, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Encumbered Property, or for the specific performance of any covenant or agreement herein contained or in aid of the

execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Encumbered Property, or for the enforcement of any other appropriate legal or equitable remedy.

**SECTION 7.6 Possession of the Encumbered Property.** It shall not be necessary for the Trustee or the Beneficiary to have physically present or constructively in its possession at any sale held by the Trustee, the Beneficiary or by any court, receiver or public officer any or all of the Encumbered Property; and the Trustor shall deliver to the purchasers at such sale on the date of sale the Encumbered Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Encumbered Property, then the title and right of possession to the Encumbered Property shall pass to such purchaser at such sale as completely as if the same had been actually present and delivered.

**SECTION 7.7 Certain Aspects of a Sale.** The Beneficiary shall have the right to become the purchaser at any sale held by the Trustee or by any court, receiver or public officer, and the Beneficiary shall have the right to credit upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including nonpayment of the unpaid portion of, and the interest accrued on, the Secured Obligations after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

**SECTION 7.8 Receipt to Purchaser.** Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

**SECTION 7.9 Effect of Sale.** Any sale or sales of the Encumbered Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to the fullest extent permitted by Applicable Law to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Trustor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Trustor, and the Trustor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Trustor or the Trustor's successors

or assigns. Nevertheless, the Trustor, if requested by the Trustee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

**SECTION 7.10 Application of Proceeds.** All proceeds received by the Beneficiary in respect of any sale of the Encumbered Property, or any part thereof, (whether granted and conferred herein, or by virtue of judicial proceeding) of, collection from, or other realization upon, all or any part of the Encumbered Property may, in the discretion of the Beneficiary, be held by the Beneficiary as additional collateral security for the Secured Obligations, or then or at any time thereafter be applied (after payment and satisfaction of all costs and expenses incurred by the Trustee and/or the Beneficiary in the performance of its or their rights or duties, including costs and expenses of any entity or of taking possession of any of the Encumbered Property or of any sale, or advertisement thereof and of conveyances and as well court costs, compensation of any casual employees and reasonable legal fees, and of any amounts payable pursuant to Section 9.3 of the Credit Agreement and Section 7.13) in whole or in part by the Beneficiary against all or any part of the Secured Obligations in the order provided for in the Credit Agreement.

**SECTION 7.11 Liability for Deficiency.** The Trustor will remain liable for any deficiency owing to the Beneficiary after application of the proceeds of any sale of the Encumbered Property as set forth in Section 7.9, to the fullest extent permitted by Applicable Law.

**SECTION 7.12 The Trustor's Waiver of Appraisalment, Marshaling, and Other Rights.** The Trustor agrees, to the fullest extent that the Trustor may lawfully so agree, that the Trustor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, moratorium, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Instrument or the absolute sale of the Encumbered Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; and the Trustor, for the Trustor and all who may claim by, through or under the Trustor, so far as the Trustor or those claiming by, through or under the Trustor now or hereafter lawfully may, hereby waives the benefit of all such laws. The Trustor, for the Trustor and all who may claim by, through or under the Trustor, waives, to the extent that the Trustor may lawfully do so, any and all right to the exemption of homesteads, and to have the Encumbered Property marshaled upon any foreclosure of the Lien hereof, or sold in inverse order of alienation, and agrees that the Trustee or any court having jurisdiction to foreclose such Lien may sell the Encumbered Property as an entirety or in separate parts. The Trustor, for the Trustor and all who may claim by, through or under the Trustor, further waives, to the fullest extent that the Trustor may lawfully do so, any requirement for posting a receiver's bond or replevin bond or other similar type of bond if the Trustee commences an action for appointment of a receiver or an action for



replevin to recover possession of any of the Encumbered Property. The Trustor hereby further waives the pleading of any statute of limitations as a defense to any and all Secured Obligations, and the Trustor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Instrument or any of the Encumbered Property. The Trustor, for itself and for all who may claim by, through or under the Trustor, further waives, to the fullest extent that the Trustor may lawfully do so, any and all rights of redemption (whether arising at law or in equity), and no provision of this Instrument shall be deemed or construed to provide the Trustor with any right of redemption. The Trustor, for itself and for all persons and entities hereafter claiming by, through or under the Trustor or who may at any time hereafter become holders of Liens junior to the Lien of this Instrument, hereby expressly waives and releases all rights to direct the order in which any of the Encumbered Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Encumbered Property and/or any other property now or hereafter constituting security or any of the Secured Obligations marshaled upon foreclosure of this Instrument or of any other security or any of such Secured Obligations. If any Applicable Law in this Section referred to and now in force, of which the Trustor or the Trustor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this Section.

**SECTION 7.13 Costs and Expenses.** All costs and expenses as described in the Mine Collateral Agent Fee Letter and all other costs and expenses (including reasonable attorneys' fees and other legal, management and consulting expenses) incurred by the Trustee or the Beneficiary in protecting and enforcing their rights hereunder (including any and all such costs and expenses which are incurred in connection with any state or federal action or proceeding concerning bankruptcy, debt relief, or protection from creditors, and in connection with any and all appellate actions or proceedings), shall constitute a demand obligation owing by the Trustor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing under and as provided in the Credit Agreement until paid, all of which shall constitute a portion of the Secured Obligations.

**SECTION 7.14 Operation of the Encumbered Property by the Beneficiary.** Upon the occurrence of an Event of Default and in addition to all other rights herein conferred on the Beneficiary, the Beneficiary (or any Person designated by the Beneficiary) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Encumbered Property, and to exclude the Trustor, and the Trustor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Trustor shall be at the time entitled and in its place and stead, in any form and manner deemed expedient by the Beneficiary. The Beneficiary, or any Person designated by the Beneficiary, may operate the same without any liability to the Trustor in connection with such operations,



except to use ordinary care in the operation of such properties, and the Beneficiary or any Person designated by the Beneficiary shall have the right to collect, receive and receipt for all Primary Minerals and Other Minerals produced and sold from said properties (as described in Section 7.2), to make repairs, purchase machinery and equipment, conduct work-over operations, open new mines and to exercise every power, right and privilege of the Trustor with respect to the Encumbered Property. All amounts paid or expended by the Beneficiary or its designee in exercising its rights under this Section (plus compensation to the Beneficiary for its out-of-pocket and other expenses for each matter for which it acts under this Instrument), along with interest thereon at the highest rate of interest from time to time accruing under and as provided in the Credit Agreement until paid, all of which shall constitute a portion of the Secured Obligations, shall be added to the Secured Obligations and shall be repaid to the Beneficiary upon demand. When and if the expenses of such operation and development (including costs of unsuccessful operations or additional mines) have been paid and the Secured Obligations paid, said properties shall, if there has been no sale or foreclosure, be returned to the Trustor.

**SECTION 7.15 Right of Beneficiary to Judgment.** The Trustor is personally obligated and fully liable, and on a joint and several basis, for all amounts due under the Credit Agreement and other Loan Documents. The Beneficiary has the right to sue on the Credit Agreement and other Loan Documents and obtain a personal judgment against the Trustor for satisfaction of the amount due under the Credit Agreement and other Loan Documents either before or after a judicial foreclosure of this Instrument under Applicable Law.

**SECTION 7.16 Sales.** To the extent permitted by applicable law, the Trustor waives all claims, damages and demands it may acquire against the Beneficiary arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Encumbered Property shall be required by law, such notice shall be deemed reasonable and proper if given at least 5 days before such sale or other disposition. The Trustor recognizes that the Beneficiary may be unable to effect a public sale of any or all the Encumbered Property and may be compelled to resort to one or more private sales thereof. The Trustor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private and the Trustor waives, to the extent permitted by applicable law, any claims against Beneficiary and the Secured Parties arising by reason of the fact that the price at which the Encumbered Property may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Beneficiary accepts the first offer received and does not offer the Encumbered Property to more than one offeree; provided that such private sale is conducted in accordance with this Agreement. The Trustor hereby agrees that in respect of any sale of any of the

Encumbered Property pursuant to the terms hereof, the Beneficiary is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority, and the Trustor further agrees that such compliance shall not, in and of itself, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Beneficiary be liable or accountable to the Trustor for any discount allowed by reason of the fact that such Encumbered Property is sold in compliance with any such limitation or restriction.

## **ARTICLE 8. OTHER PROVISIONS**

**SECTION 8.1 Successor Trustee.** Any Trustee may resign in writing addressed to the Beneficiary or may be removed at any time with or without cause by an instrument in writing duly executed by the Beneficiary. In case of the resignation or removal of a Trustee, one or more successor Trustees may be appointed by the Beneficiary by an instrument of substitution complying with any requirements of Applicable Law, and in the absence of any such requirement without formality other than appointment and designation in writing. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee or Trustees all the estate and title of the prior Trustee in all of the Encumbered Property, and he or they shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustee shall be deemed to refer to the Trustee from time to time acting hereunder.

**SECTION 8.2 Right to Perform the Trustor's Obligations.** Each and every covenant herein contained shall be performed and kept by the Trustor solely at the Trustor's expense. If the Trustor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this Instrument, the Beneficiary, or the Trustee or any receiver appointed hereunder, may, but shall not be obligated to, perform or keep, or caused to be performed or kept, the same in the Trustor's behalf, and the Trustor hereby agrees to reimburse the Beneficiary or the Trustee or such receiver (as the case may be) on demand for all expenses incurred in connection therewith plus interest thereon at an annual rate equal to the highest rate of interest from time to time accruing under and as provided in the Credit Agreement until paid. The undertaking of such performance by the Beneficiary or the Trustee or such receiver (as the case may be) as aforesaid shall not obligate the Beneficiary or the Trustee or such receiver (as the case may be) to continue such performance or to engage in such performance or performance of any other act in the future, shall not cause the Beneficiary or the Trustee to become liable to the Trustor for the sufficiency thereof, shall not relieve the Trustor from the observance or performance of any covenant or agreement contained in this Instrument or constitute a waiver of default hereunder and

shall not affect the right of the Beneficiary to accelerate the payment of the Secured Obligations or to resort to any other of its rights or remedies hereunder or under Applicable Law.

**SECTION 8.3      Defense of Claims.** The Trustor will notify the Beneficiary, in writing, promptly of the commencement of any legal proceedings affecting the Lien hereof or the Encumbered Property, or any part thereof, and will take such action, employing attorneys reasonably agreeable to the Beneficiary, as may be necessary or appropriate to preserve the Trustor's, the Trustee's and the Beneficiary's rights affected thereby and/or to hold harmless the Trustee and the Beneficiary in respect of such proceedings; and should the Trustor fail or refuse to take any such action, the Trustee or the Beneficiary may, upon giving prior written notice thereof to the Trustor, take such action in behalf and in the name of the Trustor and at the Trustor's expense. Moreover, the Beneficiary or the Trustee, on behalf of the Beneficiary, may take such independent action in connection therewith as it or they may in its or their discretion deem proper, the Trustor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing under and as provided in the Credit Agreement until paid, will, on demand, be reimbursed, as appropriate, to the Beneficiary, the Trustee or any receiver appointed hereunder. The obligations of the Trustor as hereinabove set forth in this Section shall survive the release, termination, foreclosure or assignment of this Instrument or any sale hereunder.

**SECTION 8.4      The Encumbered Property to Revert.** If the Secured Obligations shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Encumbered Property shall revert to the Trustor (in accordance with the Trustor's relevant interest therein) and the entire estate, right, title and interest of the Trustee and the Beneficiary shall thereupon cease; and the Beneficiary in such case shall, upon the request of the Trustor and at the Trustor's cost and expense and upon receipt of the consent of the Administrative Agent, deliver to the Trustor proper instruments acknowledging satisfaction of this Instrument, including a request for full reconveyance requesting that the Trustee execute and deliver a deed of full reconveyance, without warranty or recourse of any kind, to the person or persons legally entitled thereto.

**SECTION 8.5      Renewals, Amendments and Other Security.** Renewals and extensions of the Secured Obligations may be given at any time and amendments may be made to agreements relating to any part of such Secured Obligations or the Encumbered Property and the Trustee and the Beneficiary may take or may now hold other security for the Secured Obligations, all without notice to or consent of the Trustor. The Trustee or the Beneficiary may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this Instrument, which shall continue as

a first-priority, perfected Lien (subject to the exceptions set forth herein) in the Encumbered Property not expressly released until the Secured Obligations are fully paid and performed.

**SECTION 8.6 Construction of Instrument.** This Instrument shall be deemed to be and may be enforced from time to time as a chattel mortgage, contract, deed of trust, financing statement or security agreement, and from time to time as any one or more thereof.

**SECTION 8.7 Limitation on Interest.** No provision of this Instrument or of any Loan Document shall require the payment or permit the collection of interest in excess of the maximum permitted by Applicable Law or which is otherwise contrary to Applicable Law. If any excess of interest in such respect is herein or in the Credit Agreement or any other Loan Document provided for, or shall be adjudicated to be so provided for herein or in the Credit Agreement or any other Loan Document, no Trustor shall be obligated to pay such excess.

**SECTION 8.8 Unenforceable or Inapplicable Provisions.** If any provision hereof or of any other Loan Document is invalid or unenforceable in any jurisdiction, the other provisions hereof or of such Loan Document shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Beneficiary in order to effectuate the provisions hereof or thereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Encumbered Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

**SECTION 8.9 Rights Cumulative; Waiver.**

(a) Each and every right, power and remedy herein given to the Trustee or the Beneficiary shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein provided or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient. No failure or delay by or on the part of the Trustee or the Beneficiary, or the exercise, or the beginning of the exercise, of any such right, power or remedy shall be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy in exercising any power or right under this Instrument. No such failure or delay shall operate as a waiver of any right hereunder, nor shall any single or partial exercise of any power, right, or remedy hereunder preclude any other or further exercise thereof or the exercise of any other power, right, or remedy. No notice to or demand on the Trustor in any case shall entitle it to any notice or demand in similar or other circumstances. No delay or omission by the Trustee or by the Beneficiary in the exercise of any right, power or remedy shall impair any such right, power or

remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. No waiver or approval under this Instrument shall, except as may be otherwise stated in such waiver or approval, be applicable to subsequent transactions. No waiver or approval hereunder shall require any similar or dissimilar waiver or approval thereafter to be granted hereunder.

(b) Any and all covenants in this Instrument may from time to time by Instrument in writing signed by the Beneficiary be waived to such extent and in such manner as the Beneficiary may desire, but no such waiver shall ever affect or impair either the Trustee's or the Beneficiary's rights or Liens hereunder, except to the extent specifically stated in such written instrument.

**SECTION 8.10 Indemnification.** In addition to any similar obligations contained in this Instrument and each other Loan Document to which they are or may become a party, the Trustor hereby indemnifies and hold harmless the Trustee and the Beneficiary from and against any and all claims, actions, judgments, costs, fees (including reasonable attorneys' fees, including the costs of successfully defending itself against a claim by another party hereto), expenses, damages, charges, losses and liabilities arising out of or resulting from this Instrument (including the enforcement hereof), except claims, losses or liabilities resulting from the Trustee's or the Beneficiary's gross negligence or willful misconduct, as applicable, as finally determined in a non-appealable judgment by a court of competent jurisdiction or from a claim brought by the Trustor or any other Loan Party against the Trustee or Beneficiary for breach in bad faith of such Trustee's or Beneficiary's obligations hereunder or under any other Loan Document (so long as the Trustor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. Without limiting the generality of the foregoing, upon demand, the Trustor will pay to the Trustee or the Beneficiary the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Trustee or the Beneficiary may incur in connection with:

(a) the administration of this Instrument, the Guaranty and each other Loan Document (other than the Nevada Environmental Indemnity Agreement) to which the Trustor or any of its Affiliates is a party;

(b) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Encumbered Property;

(c) the exercise or enforcement of any of the rights of the Trustee or the Beneficiary hereunder; or

(d) the failure by the Trustor to perform or observe any of the provisions hereof.



If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Trustor hereby agree to make the maximum contribution to the payment and satisfaction of such claims, actions, judgments, costs, fees (including reasonable attorneys' fees), expenses, damages, charges, losses and liabilities which is permissible under Applicable Law. The obligations of the Trustor as hereinabove set forth in this Section shall survive the release, termination, foreclosure or assignment of this Instrument or any sale hereunder and the resignation or removal of the Beneficiary and the Trustee.

**SECTION 8.11 Release and Waiver.** The Trustor hereby waives and releases any and all rights of contribution, reimbursement or indemnity they have or may hereafter have against the Trustee and/or the Beneficiary arising from or relating to this Instrument and/or the Encumbered Property, including claims or liabilities relating to Environmental Laws.

**SECTION 8.12 No Partnership.** Nothing contained in this Instrument is intended to, or shall be construed as, creating to any extent and in any manner whatsoever, any partnership, mining partnership, joint venture or association among the Trustor, the Trustee and the Beneficiary, or in any way as to make the Beneficiary or the Trustee co-principals with the Trustor with reference to the Encumbered Property, and any inferences to the contrary are hereby expressly negated.

**SECTION 8.13 Partial Releases.** No partial reconveyance or release from the Lien of this Instrument with respect to any part of the Encumbered Property by the Beneficiary or the Trustee shall in any way alter, vary or diminish the force, effect or Lien of this Instrument against the balance or remainder of the Encumbered Property.

**SECTION 8.14 Action by Individual Trustee.** Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action and to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustee, and no person dealing with the Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of the Trustee.

**SECTION 8.15 Successors and Assigns.** This Instrument shall be binding upon the Trustor and the Trustor's successors and assigns, and shall inure to the benefit of the Trustee, and the Beneficiary, for the ratable benefit of the Lenders, and their respective successors and assigns; provided, however, that:

- (a) no Trustor may assign, delegate or transfer its rights or obligations hereunder without the prior written consent of the Beneficiary and all the Lenders;



(b) the rights of sale, assignment and transfer of the Beneficiary, the Administrative Agent, the Collateral Agent and the Lenders are subject to Section 9.4 of the Credit Agreement; and

(c) the rights of sale, assignment and transfer of the Trustee are described in Section 8.1.

**SECTION 8.16 Amendments.** The provisions of this Instrument may from time to time be amended, modified or waived, if such amendment, modification or waiver is in writing and consented to by the Trustor and the Beneficiary.

**SECTION 8.17 Headings.** The various headings of this Instrument are inserted for convenience only and shall not affect the meaning or interpretation of this Instrument.

**SECTION 8.18 Execution in Counterparts.** This Instrument may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Signature pages may be removed from a counterpart original and attached to one instrument, which may be recorded.

**SECTION 8.19 Recording References in Exhibit A.** All recording references in Exhibit A hereto are to the official real property records of the counties in which the affected land is located.

**SECTION 8.20 Special Filing as Financing Statement.** This Instrument shall likewise be a security agreement and a financing statement. This Instrument shall be recorded and filed, among other places, in the official real property records of each county in which any portion of the real property described in or referred to in Exhibit A hereto is situated, and, when recorded and filed in such counties, shall be effective as a financing statement covering, inter alia, (i) goods which are or are to become fixtures on, in, or under the real property described or referred to in Exhibit A hereto and (ii) As-Extracted Collateral from and relating to the real property described or referred to in Exhibit A hereto. At the option of the Beneficiary and if allowed under Applicable Law, a carbon, photographic or other reproduction of this Instrument or of any financing statement covering the Encumbered Property or any portion thereof shall be sufficient as a financing statement and may be filed as such.

**SECTION 8.21 Notices.** All notices and other communications provided to any party hereto under this Instrument shall be in writing or by facsimile and addressed, delivered or transmitted, if to the Trustor or the Beneficiary at its address or facsimile set forth below its signature hereto, or at such other address or facsimile number as may be designated by such party in a notice to the other parties, and if to the Trustee at such address it may designate in a notice to the other parties hereto given in accordance with the provisions of this Section. Any notice, if mailed and properly addressed with

postage prepaid or if properly addressed and sent by pre-paid courier service, shall be deemed given when received; any notice, if transmitted by facsimile, shall be deemed given when the confirmation of transmission thereof is received by the transmitter.

**SECTION 8.22 Request for Notice.** The Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth on the signature page(s) of this Instrument.

**SECTION 8.23 Statement by the Trustor.** The Trustor, within ten (10) days after being given notice by mail, will furnish to the Beneficiary a written statement stating the unpaid Secured Obligations and any other amounts secured by this Instrument and stating whether any offset or defense exists against such principal and interest.

**SECTION 8.24 Acceptance by the Trustee.** The Trustee accepts this trust when this Instrument, duly executed and acknowledged, is made a public record as provided by law.

**SECTION 8.25 Acceptance by the Beneficiary of Appointment as Collateral Agent.** The Beneficiary hereby accepts its appointment by each Lender as Collateral Agent and agrees to be bound by the terms of the Collateral Agency Agreement.

**SECTION 8.26 Beneficiary Appointed Attorney-in-Fact.** The Trustor hereby irrevocably appoint the Beneficiary the Trustor's attorney-in-fact, with full authority in the place and stead of the Trustor and in the name of the Trustor or otherwise, from time to time in the Beneficiary's discretion, to take any action (including any action under the Assigned Agreements that the Trustor is entitled to take) and to execute any instrument which the Beneficiary may deem necessary or advisable to accomplish the purposes of this Instrument, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Assigned Agreements;

(b) to receive, indorse and collect any drafts or other instruments or documents in connection with clause (a);

(c) to file any claims or take any action or institute any proceedings which the Beneficiary may deem to be necessary or desirable for the collection thereof or to enforce the rights of the Beneficiary with respect to any of the Assigned Agreements or to enforce compliance with the terms and conditions of the Assigned Agreements; and

(d) to perform the affirmative obligations of the Trustor hereunder.

The Trustor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest. The Beneficiary shall have no obligation to undertake any powers granted to it pursuant to this Section 8.26 and if it does undertake any such powers, the Beneficiary shall not be liable or responsible to the Trustor for the sufficiency thereof.

**SECTION 8.27 Beneficiary May Perform.** If the Trustor fails to perform any agreement contained herein, the Beneficiary may itself perform, or cause performance of, such agreement, and the expenses of the Beneficiary incurred in connection therewith shall be payable by the Trustor pursuant to Section 7.3.

**SECTION 8.28 Beneficiary Has No Duty.** In addition to, and not in limitation of, Section 5.6, the powers conferred on the Beneficiary hereunder are solely to protect its interest (on behalf of the Lenders) in the Assigned Agreements and shall not impose any duty on it to exercise any such powers. Except for the accounting for moneys actually received by it hereunder, the Beneficiary shall have no duty as to any Assigned Agreement or responsibility for taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Assigned Agreement.

**SECTION 8.29 Governing Law.** This Instrument shall be governed by the law of the State of Nevada.

**SECTION 8.30 Waiver of Jury Trial.** THE BENEFICIARY, THE TRUSTEE AND THE TRUSTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS INSTRUMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE TRUSTOR, THE TRUSTEE AND THE BENEFICIARY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BENEFICIARY AND THE TRUSTEE ENTERING INTO THIS INSTRUMENT.

**SECTION 8.31 Additional Terms Regarding Beneficiary.** The Beneficiary is entering into this Agreement not in its individual capacity but strictly in its capacity as Mine Collateral Agent under the Amended and Restated Agency Agreement and in entering into this Agreement and acting hereunder, the Beneficiary shall be entitled to the rights, powers, benefits, protections, immunities and indemnities set forth in the Amended and Restated Agency Agreement as if fully set forth herein. The permissive authorizations, entitlements, powers and rights (including the right to request that a Trustor take an action or deliver a document and the exercise of remedies following an Event of Default) granted to the Beneficiary herein shall not be construed as duties. The Beneficiary shall not be required to exercise any discretionary act or omission to act other than in accordance with the terms of the Amended and Restated Agency Agreement. The Beneficiary shall be entitled to perform its duties and exercise its rights hereunder through agents, designees and appointees. Any indemnity or right of

reimbursement granted to the Beneficiary hereunder shall be in addition to, and not in place of or in limitation of, any indemnity or right of reimbursement granted to the Beneficiary in the Amended and Restated Agency Agreement or any other document. Notwithstanding anything to the contrary contained herein or in applicable law, the Beneficiary shall have no responsibility for (i) preparing, recording, filing, re-recording, or re-filing any financing statement, perfection statement, continuation statement or other instrument in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to, or contemplated by, this Agreement, (ii) taking any necessary steps to preserve rights against any parties with respect to any Encumbered Property and (iii) preserving the value of any Encumbered Property. In the event that the Beneficiary is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any remedy or obligation for the benefit of another, which in the Beneficiary's sole discretion may cause the Beneficiary to be considered an "owner or operator" under any environmental laws or otherwise cause the Beneficiary to incur, or be exposed to, any environmental liability or any liability under any other federal, state or local law, the Beneficiary reserves the right, instead of taking such action, either to resign as Beneficiary or to arrange for the transfer of the title or control of the asset to a court appointed receiver. The Beneficiary will not be liable to any Person for any environmental liability or any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of the Beneficiary's actions and conduct as authorized, empowered and directed hereunder or relating to any kind of discharge or release or threatened discharge or release of any hazardous materials into the environment.

IN WITNESS WHEREOF, each of the Trustor and the Beneficiary has executed or caused to be executed this Deed of Trust with Power of Sale, Assignment of Production, Security Agreement, Financing Statement and Fixture Filing as of the day, month and year first above written.

**TRUSTOR:**

KLONDEX GOLD & SILVER MINING  
COMPANY

By: 

Name:

Title:

6500 N. Mineral Drive, Suite 200  
Coeur d'Alene, ID 83815-9408

Telephone No.: (208) 769-4111

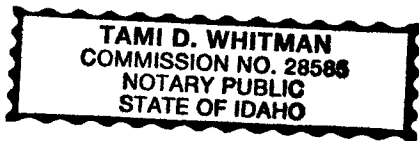
Facsimile No: (208) 769 - 9408

Attention:

*Deed of Trust with Power  
of Sale, Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing*

STATE OF IDAHO                     )  
  ) ss:  
COUNTY OF KOOTENAI    )

THIS IS TO CERTIFY that on the 15<sup>th</sup> day of November, 2018, at Coeur d'Alene, Idaho, the foregoing instrument was acknowledged before me by Lawrence P. Radford, President of KLONDEX GOLD & SILVER MINING COMPANY, a Nevada corporation, on behalf of the corporation. IN WITNESS WHEREOF, I have hereunto set my hand and seal.



Tami Whitman  
Notary Public in and for the State of Idaho  
My commission expires 9/12/21

*Deed of Trust with Power  
of Sale, Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing*



## ANNEX A

Deed of Trust with Power of Sale,  
Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing, dated as of  
October 31, 2018, from KLONDEX GOLD & SILVER MINING COMPANY  
as Trustor, to First American Title Company, as  
Trustee, and COMPUTERSHARE TRUST COMPANY, N.A., as Beneficiary

1. Arrangers: The Bank of Nova Scotia  
ING Capital LLC  
Canadian Imperial Bank of Commerce
2. Agent: The Bank of Nova Scotia  
(Administrative Agent)
3. Lenders: The Bank of Nova Scotia  
ING Capital LLC  
Canadian Imperial Bank of Commerce  
JPMorgan Chase Bank, N.A.

*Deed of Trust with Power  
of Sale, Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing*

## SCHEDULE I

Deed of Trust with Power of Sale,  
Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing, dated as of  
October 31, 2018, from KLONDEX GOLD & SILVER MINING COMPANY  
as Trustor, to First American Title Company, as  
Trustee, and COMPUTERSHARE TRUST COMPANY, N.A., as Beneficiary

Addresses of the Trustor's Location  
(meaning its place of business  
if it has one or its chief  
executive office if it has more than  
one place of business):

- (i) Fire Creek Mine  
Lander County, Nevada
- (ii) Hecla Mining Company  
6500 N. Mineral Drive, Suite 200  
Coeur d'Alene, ID 83815

SCHEDULE II

Deed of Trust with Power of Sale,  
Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing, dated as of  
October 31, 2018, from KLONDEX GOLD & SILVER MINING COMPANY  
as Trustor, to First American Title Company, as  
Trustee, and COMPUTERSHARE TRUST COMPANY, N.A., as Beneficiary

The Trustor's Inventory and other  
Goods stored at third party  
locations:

*[list to be provided to the Administrative Agent]*

## SCHEDULE A

Deed of Trust with Power of Sale,  
Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing, dated as of  
October 31, 2018, from KLONDEX GOLD & SILVER MINING COMPANY  
as Trustor, to First American Title Company, as  
Trustee, and COMPUTERSHARE TRUST COMPANY, N.A., as Beneficiary

### Permitted Royalties:

1. All royalties pursuant to that certain Royalty Agreement dated February 12, 2014, by and between Klondex Gold & Silver Mining Company, and Klondex Mines Ltd., and Franco-Nevada U.S. Corporation.

2. All royalties pursuant to the following mining leases:

Parcel Number	Description
007-140-04	Mining Lease dated September 1, 1987 (and extended in 1995 & 2005). SE1/4 NW1/4, S15, T30N, R47E, M.D.M.
007-140-06	Mining Lease dated September 1, 1987 (and extended in 1995 & 2005). SE1/4 NE1/4, S15, T30N, R47E, M.D.M. The road easement grant is perpetual.
007-140-07 007-140-09 007-160-04 007-160-24 007-060-69	Mining Lease Agreement and Grant of Easement & Right-of-Way dated July 31, 2013. <ul style="list-style-type: none"><li>a. N2NW4SW4 Section 15 of T30N R47E MDB&amp;M</li><li>b. W2NW4SE4 Section 15 of T30N R47E MDB&amp;M</li><li>c. SW4NE4 Section 23 of T30 R47E MDB&amp;M</li><li>d. NE4NW4SE4 Section 23 of T30N R47E MDB&amp;M</li><li>e. Section 19 of T30 R48E MDB&amp;M</li></ul>
007-140-10	Mining Lease dated November 1, 1987 (and extended in 1995 & 2005). NE1/4 SE1/4 E1/2 NW1/4 of SE1/4, S15, T30N, R47E, M.D.M.
005-230-38 007-160-13 007-110-07	Mining Lease dated May 1, 2016. <ul style="list-style-type: none"><li>• NW4NW4NW4 Section 27 of T30N R48E MDB&amp;M</li><li>• S2SW4SW4 Section 23 of T30N R47E MDB&amp;M</li><li>• SE4 Section 9 of T30N R47E MDB&amp;M</li></ul>

## EXHIBIT A

### List of Properties

Deed of Trust with Power of Sale,  
Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing, dated as of  
October 31, 2018, from KLONDEX GOLD & SILVER MINING COMPANY  
as Trustor, to First American Title Company, as  
Trustee, and COMPUTERSHARE TRUST COMPANY, N.A., as Beneficiary

See Exhibit A attached hereto and made a part hereof

- Exhibit A-1 - Fee Interests
- Exhibit A-2 - Patented Mining Claims
- Exhibit A-3 - Leases
- Exhibit A-4 - Unpatented Mining Claims
- Exhibit A-5 - Leases which Require Consent
- Exhibit A-6 - Water Rights
- Exhibit A-7 - Other Properties

**Exhibit A-1**  
**Fire Creek Fee Interests**

<b>No.</b>	<b>Property Location</b>	<b>Parcel Number</b>
1	NW4NE4NE4 15/30/47	007-140-25
2	S2SE4NW4/N2NE4SW4/N2NW4SE4	007-120-15
3	SW4SE4 27/30/47	007-620-06
4	SE4/SW4/NE4 17/30/47	007-060-11
5	NE4NW4/NW4SE4NW4 5/30/47	007-070-09
6	LOT 4 5/30/47	007-070-13
7	S2SW4NW4 5/30/47	007-070-18
8	NW4SW4SW4 1/30/47	007-090-03
9	NW4 9/30/47	007-110-01
10	W2NW4SW4 9/30/47	007-110-10
11	E2NE4NE4/SE4NE4/SE4SW4NE4	007-110-13
12	NE4SE4SW4 9/30/47	007-110-22
13	SE4NE4/SW4 9/30/47	007-110-23
14	SE4SW4 11/30/47	007-120-06
15	SW4SW4NW4 11/30/47	007-120-18
16	N2NW4NW4 11/30/47	007-120-29
17	N2NW4 15/30/47	007-140-01
18	SW4NW4 15/30/47	007-140-03
19	SW4NE4 15/30/47	007-140-05
20	SE4SW4 15/30/47	007-140-12
21	SE4NE4SW4 15/30/47	007-140-15
22	SE4NE4NE4 15/30/47	007-140-17
23	SW4NE4NE4 15/30/47	007-140-18
24	S2NW4NE4 15/30/47	007-140-19
25	N2NW4NE4 15/30/47	007-140-20
26	NW4NE4SW4 15/30/47	007-140-21
27	NE4NE4SW4 15/30/47	007-140-22
28	SW4NE4SW4 15/30/47	007-140-23
29	NE4NE4NE4 15/30/47	007-140-26
30	W2 OF LOT 4 19/30/47	007-150-02
31	E2NE4NE4 19/30/47	007-150-10
32	LOT 8, E2 OF LOT 7 19/30/47	007-150-13
33	LOTS 9,10 & W2 OF LOT 1	007-150-14
34	E2SE4NE4 19/30/47	007-150-16
35	E2 OF LOT 16/LOTS 14,15 & 17	007-150-17
36	W2 OF LOT 13 19/30/47	007-150-18
37	E2 OF LOT 13 19/30/47	007-150-19



No.	Property Location	Parcel Number
38	E2 OF LOT 18 19/30/47	007-150-24
39	NW4NE4 23/30/47	007-160-01
40	NE4NE4 23/30/47	007-160-02
41	W2SE4NE4 23/30/47	007-160-05
42	E2SE4NE4 23/30/47	007-160-06
43	N2SE4NW4 23/30/47	007-160-16
44	N2NW4SW4 23/30/47	007-160-17
45	NW4NW4 23/30/47	007-160-18
46	NE4NW4 23/30/47	007-160-19
47	NE4SW4NW4 23/30/47	007-160-20
48	S2SE4NW4 23/30/47	007-160-21
49	NE4NE4SW4 23/30/47	007-160-22
50	E2SE4SE4 23/30/47	007-160-23
51	W2SW4NW4/SE4SW4NW4 23/30/47	007-160-25
52	NW4NE4SW4 23/30/47	007-160-26
53	NE4SW4SE4/SE4NW4SE4 23/30/47	007-160-27
54	SW4NE4SE4/NW4SE4SE4 23/30/47	007-160-28
55	NE4 29/30/47	007-170-03
56	NW4SW4NW4/E2SW4NW4/SE4NW4	007-170-06
57	S2NE4NW4 29/30/47	007-170-10
58	N2NW4SE4/N2NE4SE4 25/30/47	007-180-09
59	S2NW4NW4/W2NE4NW4 25/30/47	007-180-20
60	E2SW4NE4/S2NW4NE4/SW4NE4NE4	007-180-22
61	N2SE4NE4 25/30/47	007-180-28
62	NW4 21/30/47	007-610-01
63	N2NW4NE4/W2NE4NE4 21/30/47	007-610-03
64	SW4NE4 21/30/47	007-610-05
65	SE4 21/30/47	007-610-10
66	NE4NE4 27/30/47	007-620-03
67	NW4SE4 27/30/47	007-620-05
68	S2NW4 33/30/47	007-640-06
69	E2SE4NE4 21/30/47	007-610-07
70	LOTS 1 & 2 15/30/47	007-140-14
71	N2NE4SE4 23/30/47	007-160-08
72	SE4NE4SE4 23/30/47	007-160-09

*Real Estate and other Fee Properties – Eureka County*

No.	Description	Parcel Number
1	CVR&F UNIT 31, Lot 11, Block 22, otherwise known as 441 Fourth Street, Crescent Valley	002-038-03
2	CVR&F UNIT #1, Lot 10, Block 22, otherwise known as 443 Fourth Street, Crescent Valley	002-038-04
3	Lot 7 Blk 11 CVR&FU#4, Lot 21, Blk 30, otherwise known as 338 N 10th Street	003-083-03
4	Lot 3 Blk 15 CVR&FU#4, otherwise known as 357 N 10th Street	003-103-02

**Exhibit A-2**  
**Fire Creek Patented Mining and Millsite Claims**

*No patented claims.*

COPY

## Exhibit A-3

### Fire Creek Leases

#### Fire Creek Property – Leasehold Interests

- a. Fire Creek Lands LLC mining lease agreement and grant of easement & right-of-way dated July 31, 2013, with a three percent (3%) net smelter royalty and one-half percent (0.5%) wheelage royalty:

Description	Parcel Number
Mining Lease Agreement and Grant of Easement & Right-of-Way dated July 31, 2013. <ul style="list-style-type: none"><li>• N2NW4SW4 Section 15 of T30N R47E MDB&amp;M</li><li>• W2NW4SE4 Section 15 of T30N R47E MDB&amp;M</li><li>• SW4NE4 Section 23 of T30 R47E MDB&amp;M</li><li>• NE4NW4SE4 Section 23 of T30N R47E MDB&amp;M</li><li>• Section 19 of T30 R48E MDB&amp;M</li></ul>	007-140-07 007-140-09 007-160-04 007-160-24 007-060-69

- b. Fire Creek Lands LLC mining lease agreement dated May 1, 2016, with a three percent (3%) to (5%) net smelter returns royalty payable on the production of minerals & (3%) gross value of industrial minerals:

Description	Parcel Number
Mining Lease dated May 1, 2016. <ul style="list-style-type: none"><li>• NW4NW4NW4 Section 27 of T30N R48E MDB&amp;M</li><li>• S2SW4SW4 Section 23 of T30N R47E MDB&amp;M</li><li>• SE4 Section 9 of T30N R47E MDB&amp;M</li></ul>	005-230-38 007-160-13 007-110-07

- c. Marjorie Ann McCarthy mining lease agreement dated September 1, 1987 (and extended in 1995 & 2005), with a four percent (4%) production royalty payable of the net returns:

Description	Parcel Number
Mining Lease dated September 1, 1987 (and extended in 1995 & 2005). SE1/4 NW1/4, S15, T30N, R47E, M.D.M.	007-140-04

- d. Ken C. York lining lease agreement dated September 1, 1987 (and extended in 1995 & 2005), with a four percent (4%) production royalty payable of the net returns:

Description	Parcel Number
Mining Lease dated September 1, 1987 (and extended in 1995 & 2005). SE1/4 NE1/4, S15, T30N, R47E, M.D.M.	007-140-06

- e. Marjorie Ann McCarthy, Kay Laraine Pittington, Gary T. York, Randy J. York, and Ken C. York mining lease agreement dated November 1, 1987 (and extended in 1995 & 2005), with a two and a half percent (2.5%) production royalty payable of the net returns:

Description	Parcel Number
Mining Lease dated November 1, 1987 (and extended in 1995 & 2005). NE1/4 SE1/4 E1/2 NW1/4 of SE1/4, S15, T30N, R47E, M.D.M.	007-140-10

*See also* Schedule A – Permitted Royalties

*See also* Exhibit C – List of Permits and Authorizations

*See also* Exhibit D – Assigned Agreements



## Exhibit A-4

### Fire Creek Unpatented Mining Locations

No.	BLM Serial No.	Claim Name	County	State	Owner
1	NMC429292	WOOD TICK # 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
2	NMC429294	WOOD TICK # 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
3	NMC429296	WOOD TICK # 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
4	NMC429298	WOOD TICK # 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
5	NMC429300	WOOD TICK # 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
6	NMC429302	WOOD TICK # 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
7	NMC429304	WOOD TICK # 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
8	NMC429306	WOOD TICK # 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
9	NMC429308	WOOD TICK # 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
10	NMC429310	WOOD TICK # 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
11	NMC429312	WOOD TICK # 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
12	NMC429314	WOOD TICK # 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
13	NMC429316	WOOD TICK # 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
14	NMC429318	WOOD TICK # 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
15	NMC429320	WOOD TICK # 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
16	NMC429322	WOOD TICK # 32	Lander	Nevada	Klondex Gold & Silver Mining Co.
17	NMC429324	WOOD TICK # 34	Lander	Nevada	Klondex Gold & Silver Mining Co.
18	NMC429326	WOOD TICK # 36	Lander	Nevada	Klondex Gold & Silver Mining Co.
19	NMC429328	WOOD TICK # 38	Lander	Nevada	Klondex Gold & Silver Mining Co.
20	NMC429330	WOOD TICK # 40	Lander	Nevada	Klondex Gold & Silver Mining Co.
21	NMC429332	WOOD TICK # 42	Lander	Nevada	Klondex Gold & Silver Mining Co.
22	NMC429334	WOOD TICK # 44	Lander	Nevada	Klondex Gold & Silver Mining Co.
23	NMC429336	WOOD TICK # 46	Lander	Nevada	Klondex Gold & Silver Mining Co.
24	NMC429338	WOOD TICK # 48	Lander	Nevada	Klondex Gold & Silver Mining Co.
25	NMC429340	WOOD TICK # 50	Lander	Nevada	Klondex Gold & Silver Mining Co.
26	NMC429342	WOOD TICK # 52	Lander	Nevada	Klondex Gold & Silver Mining Co.
27	NMC588642	G 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
28	NMC588643	G 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
29	NMC588644	G 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
30	NMC588645	G 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
31	NMC588646	G 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
32	NMC588647	G 6	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
33	NMC588648	G 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
34	NMC588649	G 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
35	NMC588650	G 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
36	NMC588651	G 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
37	NMC588652	G 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
38	NMC588653	G 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
39	NMC588654	G 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
40	NMC588655	G 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
41	NMC588656	G 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
42	NMC588657	G 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
43	NMC636760	DEB # 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
44	NMC636762	DEB # 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
45	NMC642589	REVENGE 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
46	NMC642591	REVENGE 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
47	NMC642593	REVENGE 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
48	NMC642595	REVENGE 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
49	NMC642597	REVENGE 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
50	NMC642599	REVENGE 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
51	NMC642601	REVENGE 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
52	NMC642603	REVENGE 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
53	NMC642605	REVENGE 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
54	NMC642607	REVENGE 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
55	NMC642609	REVENGE 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
56	NMC642611	REVENGE 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
57	NMC642613	REVENGE 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
58	NMC642615	REVENGE 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
59	NMC654400	K 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
60	NMC654401	K 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
61	NMC654402	K 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
62	NMC654403	K 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
63	NMC654404	K 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
64	NMC654405	K 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
65	NMC654406	K 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
66	NMC654407	K 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
67	NMC654408	K 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
68	NMC654409	K 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
69	NMC654410	K 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
70	NMC654411	K 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
71	NMC654412	K 13	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
72	NMC654413	K 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
73	NMC654414	K 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
74	NMC654415	K 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
75	NMC654416	K 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
76	NMC654417	K 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
77	NMC654418	K 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
78	NMC654419	K 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
79	NMC654420	K 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
80	NMC654421	K 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
81	NMC654422	K 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
82	NMC654423	K 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
83	NMC654424	K 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
84	NMC654425	K 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
85	NMC654426	K 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
86	NMC677352	ALAN 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
87	NMC677353	ALAN 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
88	NMC677354	ALAN 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
89	NMC677355	ALAN 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
90	NMC677356	ALAN 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
91	NMC677357	ALAN 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
92	NMC677358	ALAN 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
93	NMC677359	ALAN 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
94	NMC677360	ALAN 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
95	NMC677361	ALAN 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
96	NMC677362	ALAN 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
97	NMC677363	ALAN 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
98	NMC677364	ALAN 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
99	NMC677365	ALAN 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
100	NMC689348	N 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
101	NMC689350	N 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
102	NMC689352	N 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
103	NMC689354	N 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
104	NMC689356	N 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
105	NMC689358	N 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
106	NMC689360	N 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
107	NMC689362	N 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
108	NMC689364	N 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
109	NMC689366	N 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
110	NMC689368	N 22	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
111	NMC689370	N 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
112	NMC689372	N 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
113	NMC689374	N 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
114	NMC689376	N 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
115	NMC689380	TL 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
116	NMC689382	TL 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
117	NMC689384	TL 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
118	NMC689386	TL 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
119	NMC689388	TL 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
120	NMC689390	TL 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
121	NMC689392	TL 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
122	NMC689394	TL 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
123	NMC689396	TL 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
124	NMC703411	TL 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
125	NMC703413	TL 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
126	NMC703415	TL 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
127	NMC703417	TL 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
128	NMC725845	FCRA 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
129	NMC725846	FCRA 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
130	NMC725847	FCRA 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
131	NMC725848	FCRA 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
132	NMC725849	FCRA 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
133	NMC725850	FCRA 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
134	NMC725851	FCRA 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
135	NMC725852	FCRA 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
136	NMC725853	FCRA 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
137	NMC725854	FCRA 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
138	NMC725855	FCRA 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
139	NMC725856	FCRA 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
140	NMC725857	FCRA 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
141	NMC725858	FCRA 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
142	NMC725859	FCRA 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
143	NMC725860	FCRA 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
144	NMC725861	FCRA 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
145	NMC725862	FCRA 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
146	NMC725863	FCRA 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
147	NMC725864	FCRA 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
148	NMC810915	T 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
149	NMC810916	T 2	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
150	NMC810917	T 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
151	NMC810918	T 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
152	NMC810919	T 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
153	NMC810920	T 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
154	NMC810921	T 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
155	NMC810922	T 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
156	NMC810923	T 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
157	NMC810924	T 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
158	NMC858199	T 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
159	NMC858200	T 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
160	NMC858201	T 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
161	NMC858202	T 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
162	NMC858203	T 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
163	NMC858204	T 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
164	NMC858205	T 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
165	NMC858206	T 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
166	NMC858207	T 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
167	NMC858208	T 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
168	NMC858209	T 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
169	NMC858210	T 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
170	NMC858211	T 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
171	NMC858212	T 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
172	NMC858213	T 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
173	NMC858214	T 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
174	NMC858215	T 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
175	NMC858216	T 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
176	NMC858217	T 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
177	NMC858218	T 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
178	NMC858219	T 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
179	NMC858220	T 32	Lander	Nevada	Klondex Gold & Silver Mining Co.
180	NMC858221	T 33	Lander	Nevada	Klondex Gold & Silver Mining Co.
181	NMC858222	T 34	Lander	Nevada	Klondex Gold & Silver Mining Co.
182	NMC858223	T 35	Lander	Nevada	Klondex Gold & Silver Mining Co.
183	NMC858224	T 36	Lander	Nevada	Klondex Gold & Silver Mining Co.
184	NMC858225	HONDO 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
185	NMC858226	HONDO 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
186	NMC858227	HONDO 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
187	NMC858228	HONDO 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
188	NMC858229	HONDO 9	Lander	Nevada	Klondex Gold & Silver Mining Co.



No.	BLM Serial No.	Claim Name	County	State	Owner
189	NMC858230	HONDO 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
190	NMC858231	HONDO 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
191	NMC858232	HONDO 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
192	NMC858233	HONDO 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
193	NMC858234	HONDO 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
194	NMC858235	HONDO 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
195	NMC858236	HONDO 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
196	NMC858237	HONDO 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
197	NMC858238	HONDO 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
198	NMC858239	HONDO 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
199	NMC858240	HONDO 32	Lander	Nevada	Klondex Gold & Silver Mining Co.
200	NMC858241	HONDO 157	Lander	Nevada	Klondex Gold & Silver Mining Co.
201	NMC858242	HONDO 158	Lander	Nevada	Klondex Gold & Silver Mining Co.
202	NMC858243	DEB 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
203	NMC858244	DEB 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
204	NMC858245	DEB 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
205	NMC858246	REVENGE 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
206	NMC858247	REVENGE 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
207	NMC858248	REVENGE 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
208	NMC858249	REVENGE 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
209	NMC858250	REVENGE 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
210	NMC858251	REVENGE 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
211	NMC858252	REVENGE 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
212	NMC858253	REVENGE 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
213	NMC858254	REVENGE 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
214	NMC858255	REVENGE 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
215	NMC858256	REVENGE 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
216	NMC858257	REVENGE 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
217	NMC858258	REVENGE 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
218	NMC858259	REVENGE 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
219	NMC858260	REVENGE 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
220	NMC858261	REVENGE 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
221	NMC858262	REVENGE 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
222	NMC858263	FC 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
223	NMC858264	FC 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
224	NMC858265	FC 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
225	NMC858266	FC 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
226	NMC858267	FC 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
227	NMC858268	FC 6	Lander	Nevada	Klondex Gold & Silver Mining Co.



No.	BLM Serial No.	Claim Name	County	State	Owner
228	NMC858269	FC 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
229	NMC858270	FC 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
230	NMC858271	FC 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
231	NMC858272	FC 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
232	NMC858273	FC 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
233	NMC858274	FC 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
234	NMC858275	FC 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
235	NMC858276	FC 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
236	NMC858277	FC 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
237	NMC858278	FC 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
238	NMC858279	FC 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
239	NMC858280	FC 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
240	NMC858281	WHAT IF 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
241	NMC858282	WHAT IF 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
242	NMC858283	WHAT IF 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
243	NMC858284	WHAT IF 32	Lander	Nevada	Klondex Gold & Silver Mining Co.
244	NMC858285	WHAT IF 33	Lander	Nevada	Klondex Gold & Silver Mining Co.
245	NMC858286	WHAT IF 34	Lander	Nevada	Klondex Gold & Silver Mining Co.
246	NMC858287	WHAT IF 35	Lander	Nevada	Klondex Gold & Silver Mining Co.
247	NMC858288	WHAT IF 36	Lander	Nevada	Klondex Gold & Silver Mining Co.
248	NMC858289	WHAT IF 37	Lander	Nevada	Klondex Gold & Silver Mining Co.
249	NMC858290	FC 38	Lander	Nevada	Klondex Gold & Silver Mining Co.
250	NMC858291	FC 39	Lander	Nevada	Klondex Gold & Silver Mining Co.
251	NMC858292	FC 40	Lander	Nevada	Klondex Gold & Silver Mining Co.
252	NMC858293	FC 41	Lander	Nevada	Klondex Gold & Silver Mining Co.
253	NMC858294	FC 42	Lander	Nevada	Klondex Gold & Silver Mining Co.
254	NMC858295	FC 43	Lander	Nevada	Klondex Gold & Silver Mining Co.
255	NMC858296	FC 44	Lander	Nevada	Klondex Gold & Silver Mining Co.
256	NMC858297	FC 45	Lander	Nevada	Klondex Gold & Silver Mining Co.
257	NMC858298	FC 46	Lander	Nevada	Klondex Gold & Silver Mining Co.
258	NMC858346	T 38	Lander	Nevada	Klondex Gold & Silver Mining Co.
259	NMC858347	T 39	Lander	Nevada	Klondex Gold & Silver Mining Co.
260	NMC858348	T 40	Lander	Nevada	Klondex Gold & Silver Mining Co.
261	NMC858349	T 41	Lander	Nevada	Klondex Gold & Silver Mining Co.
262	NMC858350	T 42	Lander	Nevada	Klondex Gold & Silver Mining Co.
263	NMC858351	T 43	Lander	Nevada	Klondex Gold & Silver Mining Co.
264	NMC858352	T 44	Lander	Nevada	Klondex Gold & Silver Mining Co.
265	NMC858353	T 45	Lander	Nevada	Klondex Gold & Silver Mining Co.
266	NMC858354	T 46	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
267	NMC858355	T 47	Lander	Nevada	Klondex Gold & Silver Mining Co.
268	NMC858356	T 48	Lander	Nevada	Klondex Gold & Silver Mining Co.
269	NMC858357	T 49	Lander	Nevada	Klondex Gold & Silver Mining Co.
270	NMC858358	T 50	Lander	Nevada	Klondex Gold & Silver Mining Co.
271	NMC858359	T 51	Lander	Nevada	Klondex Gold & Silver Mining Co.
272	NMC858360	T 52	Lander	Nevada	Klondex Gold & Silver Mining Co.
273	NMC858361	T 53	Lander	Nevada	Klondex Gold & Silver Mining Co.
274	NMC858362	T 54	Lander	Nevada	Klondex Gold & Silver Mining Co.
275	NMC858363	T 55	Lander	Nevada	Klondex Gold & Silver Mining Co.
276	NMC858364	T 56	Lander	Nevada	Klondex Gold & Silver Mining Co.
277	NMC858365	T 57	Lander	Nevada	Klondex Gold & Silver Mining Co.
278	NMC858366	T 58	Lander	Nevada	Klondex Gold & Silver Mining Co.
279	NMC858367	T 59	Lander	Nevada	Klondex Gold & Silver Mining Co.
280	NMC858368	T 60	Lander	Nevada	Klondex Gold & Silver Mining Co.
281	NMC858369	T 61	Lander	Nevada	Klondex Gold & Silver Mining Co.
282	NMC858370	T 62	Lander	Nevada	Klondex Gold & Silver Mining Co.
283	NMC858371	T 63	Lander	Nevada	Klondex Gold & Silver Mining Co.
284	NMC858372	T 64	Lander	Nevada	Klondex Gold & Silver Mining Co.
285	NMC858373	T 65	Lander	Nevada	Klondex Gold & Silver Mining Co.
286	NMC858374	T 66	Lander	Nevada	Klondex Gold & Silver Mining Co.
287	NMC858375	T 67	Lander	Nevada	Klondex Gold & Silver Mining Co.
288	NMC858376	T 68	Lander	Nevada	Klondex Gold & Silver Mining Co.
289	NMC858377	T 69	Lander	Nevada	Klondex Gold & Silver Mining Co.
290	NMC858378	T 70	Lander	Nevada	Klondex Gold & Silver Mining Co.
291	NMC858379	T 71	Lander	Nevada	Klondex Gold & Silver Mining Co.
292	NMC858380	T 72	Lander	Nevada	Klondex Gold & Silver Mining Co.
293	NMC883199	FCXX 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
294	NMC883200	FCXX 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
295	NMC883201	FCXX 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
296	NMC883202	FCXX 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
297	NMC883203	FCXX 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
298	NMC883204	FCXX 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
299	NMC883205	FCXX 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
300	NMC883206	FCXX 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
301	NMC883207	FCXX 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
302	NMC883208	FCXX 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
303	NMC883209	FCXX 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
304	NMC883210	FCXX 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
305	NMC883211	FCXX 13	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
306	NMC883212	FCXX 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
307	NMC883213	FCXX 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
308	NMC883214	FCXX 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
309	NMC883215	FCXX 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
310	NMC883216	FCXX 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
311	NMC883217	FCXX 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
312	NMC883218	FCXX 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
313	NMC883219	FCXX 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
314	NMC883220	FCXX 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
315	NMC883221	FCXX 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
316	NMC883222	FCXX 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
317	NMC883223	FCXX 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
318	NMC883224	FCXX 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
319	NMC883225	FCXX 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
320	NMC883226	FCXX 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
321	NMC883227	FCXX 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
322	NMC883228	FCXX 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
323	NMC883229	FCXX 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
324	NMC883230	FCXX 32	Lander	Nevada	Klondex Gold & Silver Mining Co.
325	NMC883231	FCXX 33	Lander	Nevada	Klondex Gold & Silver Mining Co.
326	NMC883232	FCXX 34	Lander	Nevada	Klondex Gold & Silver Mining Co.
327	NMC883233	FCXX 35	Lander	Nevada	Klondex Gold & Silver Mining Co.
328	NMC883234	FCXX 36	Lander	Nevada	Klondex Gold & Silver Mining Co.
329	NMC883235	FCXX 37	Lander	Nevada	Klondex Gold & Silver Mining Co.
330	NMC883236	FCXX 38	Lander	Nevada	Klondex Gold & Silver Mining Co.
331	NMC883237	FCXX 39	Lander	Nevada	Klondex Gold & Silver Mining Co.
332	NMC883238	FCXX 40	Lander	Nevada	Klondex Gold & Silver Mining Co.
333	NMC941456	CH 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
334	NMC941457	CH 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
335	NMC941458	CH 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
336	NMC941459	CH 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
337	NMC941460	CH 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
338	NMC941461	CH 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
339	NMC941462	CH 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
340	NMC941463	CH 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
341	NMC941464	CH 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
342	NMC941465	CH 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
343	NMC941466	CH 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
344	NMC941467	CH 12	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
345	NMC941468	CH 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
346	NMC941469	CH 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
347	NMC941470	CH 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
348	NMC941471	CH 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
349	NMC941472	CH 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
350	NMC941473	CH 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
351	NMC941474	HONDO 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
352	NMC941475	HONDO 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
353	NMC941476	HONDO 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
354	NMC941477	HONDO 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
355	NMC941478	HONDO 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
356	NMC941479	HONDO 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
357	NMC941480	HONDO 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
358	NMC941481	HONDO 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
359	NMC941482	HONDO 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
360	NMC941483	HONDO 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
361	NMC941484	HONDO 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
362	NMC941485	HONDO 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
363	NMC941486	HONDO 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
364	NMC941487	HONDO 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
365	NMC941488	HONDO 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
366	NMC941489	HONDO 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
367	NMC941490	HONDO 155	Lander	Nevada	Klondex Gold & Silver Mining Co.
368	NMC941491	HONDO 156	Lander	Nevada	Klondex Gold & Silver Mining Co.
369	NMC941492	N 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
370	NMC941493	N 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
371	NMC941494	N 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
372	NMC941495	N 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
373	NMC941496	N 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
374	NMC941497	N 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
375	NMC941498	N 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
376	NMC941499	N 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
377	NMC941500	N 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
378	NMC941501	N 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
379	NMC941502	N 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
380	NMC941503	N 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
381	NMC941504	N 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
382	NMC941505	N 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
383	NMC941506	N 29	Lander	Nevada	Klondex Gold & Silver Mining Co.



No.	BLM Serial No.	Claim Name	County	State	Owner
384	NMC941507	N 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
385	NMC941508	TL 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
386	NMC941509	TL 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
387	NMC941510	TL 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
388	NMC941511	TL 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
389	NMC941512	TL 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
390	NMC941513	TL 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
391	NMC941514	TL 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
392	NMC941515	TL 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
393	NMC941516	TL 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
394	NMC941517	TL 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
395	NMC941518	TL 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
396	NMC941519	TL 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
397	NMC941520	TL 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
398	NMC941521	TL 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
399	NMC941522	TL 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
400	NMC941523	TL 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
401	NMC941524	TL 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
402	NMC941525	TL 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
403	NMC941526	TWE 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
404	NMC941527	TWE 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
405	NMC941528	TWE 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
406	NMC941529	TWE 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
407	NMC941530	TWE 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
408	NMC941531	TWE 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
409	NMC941532	TWE 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
410	NMC941533	TWE 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
411	NMC941534	TWE 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
412	NMC941535	TWE 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
413	NMC941536	TWE 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
414	NMC941537	TWE 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
415	NMC941538	TWE 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
416	NMC941539	TWE 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
417	NMC941540	TWE 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
418	NMC941541	TWE 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
419	NMC941542	TWE 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
420	NMC941543	TWE 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
421	NMC941544	TWE 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
422	NMC941545	TWE 20	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
423	NMC941546	TWE 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
424	NMC941547	TWE 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
425	NMC941548	TWE 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
426	NMC941549	TWE 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
427	NMC941550	TWE 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
428	NMC941551	TWE 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
429	NMC941552	TWE 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
430	NMC941553	TWE 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
431	NMC941554	TWE 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
432	NMC941555	TWE 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
433	NMC941556	TWE 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
434	NMC941557	TWE 32	Lander	Nevada	Klondex Gold & Silver Mining Co.
435	NMC941558	TWE 33	Lander	Nevada	Klondex Gold & Silver Mining Co.
436	NMC941559	TWE 34	Lander	Nevada	Klondex Gold & Silver Mining Co.
437	NMC941560	TWE 35	Lander	Nevada	Klondex Gold & Silver Mining Co.
438	NMC941561	TWE 36	Lander	Nevada	Klondex Gold & Silver Mining Co.
439	NMC941562	WT 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
440	NMC941563	WT 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
441	NMC941564	WT 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
442	NMC941565	WT 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
443	NMC941566	WT 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
444	NMC941567	WT 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
445	NMC941568	WT 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
446	NMC941569	WT 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
447	NMC941570	WT 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
448	NMC941571	WT 19	Lander	Nevada	Klondex Gold & Silver Mining Co.
449	NMC941572	WT 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
450	NMC941573	WT 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
451	NMC941574	WT 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
452	NMC941575	WT 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
453	NMC941576	WT 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
454	NMC941577	WT 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
455	NMC941578	WT 33	Lander	Nevada	Klondex Gold & Silver Mining Co.
456	NMC941579	WT 35	Lander	Nevada	Klondex Gold & Silver Mining Co.
457	NMC941580	WT 37	Lander	Nevada	Klondex Gold & Silver Mining Co.
458	NMC941581	WT 39	Lander	Nevada	Klondex Gold & Silver Mining Co.
459	NMC941582	WT 41	Lander	Nevada	Klondex Gold & Silver Mining Co.
460	NMC941583	WT 43	Lander	Nevada	Klondex Gold & Silver Mining Co.
461	NMC941584	WT 45	Lander	Nevada	Klondex Gold & Silver Mining Co.



No.	BLM Serial No.	Claim Name	County	State	Owner
462	NMC941585	WT 47	Lander	Nevada	Klondex Gold & Silver Mining Co.
463	NMC941586	WT 49	Lander	Nevada	Klondex Gold & Silver Mining Co.
464	NMC941587	WT 51	Lander	Nevada	Klondex Gold & Silver Mining Co.
465	NMC941588	WT 53	Lander	Nevada	Klondex Gold & Silver Mining Co.
466	NMC941589	WT 54	Lander	Nevada	Klondex Gold & Silver Mining Co.
467	NMC941590	WT 55	Lander	Nevada	Klondex Gold & Silver Mining Co.
468	NMC941591	WT 56	Lander	Nevada	Klondex Gold & Silver Mining Co.
469	NMC941592	WT 57	Lander	Nevada	Klondex Gold & Silver Mining Co.
470	NMC941593	WT 58	Lander	Nevada	Klondex Gold & Silver Mining Co.
471	NMC941594	WT 59	Lander	Nevada	Klondex Gold & Silver Mining Co.
472	NMC941595	WT 60	Lander	Nevada	Klondex Gold & Silver Mining Co.
473	NMC941596	WT 61	Lander	Nevada	Klondex Gold & Silver Mining Co.
474	NMC941597	WT 62	Lander	Nevada	Klondex Gold & Silver Mining Co.
475	NMC941598	WT 63	Lander	Nevada	Klondex Gold & Silver Mining Co.
476	NMC941599	WT 64	Lander	Nevada	Klondex Gold & Silver Mining Co.
477	NMC941600	WT 65	Lander	Nevada	Klondex Gold & Silver Mining Co.
478	NMC941601	WT 66	Lander	Nevada	Klondex Gold & Silver Mining Co.
479	NMC941602	WT 67	Lander	Nevada	Klondex Gold & Silver Mining Co.
480	NMC941603	WT 68	Lander	Nevada	Klondex Gold & Silver Mining Co.
481	NMC941604	WT 69	Lander	Nevada	Klondex Gold & Silver Mining Co.
482	NMC941605	WT 70	Lander	Nevada	Klondex Gold & Silver Mining Co.
483	NMC941606	WT 71	Lander	Nevada	Klondex Gold & Silver Mining Co.
484	NMC941607	WT 72	Lander	Nevada	Klondex Gold & Silver Mining Co.
485	NMC1105369	MALPAIS 266	Eureka	Nevada	Klondex Gold & Silver Mining Co.
486	NMC1105370	MALPAIS 267	Eureka	Nevada	Klondex Gold & Silver Mining Co.
487	NMC1105371	MALPAIS 268	Eureka	Nevada	Klondex Gold & Silver Mining Co.
488	NMC1105372	MALPAIS 269	Eureka	Nevada	Klondex Gold & Silver Mining Co.
489	NMC1105373	MALPAIS 270	Eureka	Nevada	Klondex Gold & Silver Mining Co.
490	NMC1105374	MALPAIS 271	Eureka	Nevada	Klondex Gold & Silver Mining Co.
491	NMC1105375	MALPAIS 272	Eureka	Nevada	Klondex Gold & Silver Mining Co.
492	NMC1105376	MALPAIS 273	Eureka	Nevada	Klondex Gold & Silver Mining Co.
493	NMC1105377	MALPAIS 274	Eureka	Nevada	Klondex Gold & Silver Mining Co.
494	NMC1105378	MALPAIS 275	Eureka	Nevada	Klondex Gold & Silver Mining Co.
495	NMC1105379	MALPAIS 276	Eureka	Nevada	Klondex Gold & Silver Mining Co.
496	NMC1105380	MALPAIS 277	Eureka	Nevada	Klondex Gold & Silver Mining Co.
497	NMC1105381	MALPAIS 278	Eureka	Nevada	Klondex Gold & Silver Mining Co.
498	NMC1105382	MALPAIS 279	Eureka	Nevada	Klondex Gold & Silver Mining Co.
499	NMC1105383	MALPAIS 280	Eureka	Nevada	Klondex Gold & Silver Mining Co.
500	NMC1105384	MALPAIS 281	Eureka	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
501	NMC1105385	MALPAIS 282	Eureka	Nevada	Klondex Gold & Silver Mining Co.
502	NMC1105386	MALPAIS 283	Eureka	Nevada	Klondex Gold & Silver Mining Co.
503	NMC1105387	MALPAIS 284	Eureka	Nevada	Klondex Gold & Silver Mining Co.
504	NMC1105388	MALPAIS 285	Eureka	Nevada	Klondex Gold & Silver Mining Co.
505	NMC1105389	MALPAIS 286	Eureka	Nevada	Klondex Gold & Silver Mining Co.
506	NMC1105390	MALPAIS 287	Eureka	Nevada	Klondex Gold & Silver Mining Co.
507	NMC1105391	MALPAIS 288	Eureka	Nevada	Klondex Gold & Silver Mining Co.
508	NMC1105392	MALPAIS 289	Eureka	Nevada	Klondex Gold & Silver Mining Co.
509	NMC1105393	MALPAIS 290	Eureka	Nevada	Klondex Gold & Silver Mining Co.
510	NMC1105394	MALPAIS 291	Eureka	Nevada	Klondex Gold & Silver Mining Co.
511	NMC1105395	MALPAIS 292	Eureka	Nevada	Klondex Gold & Silver Mining Co.
512	NMC1105396	MALPAIS 293	Eureka	Nevada	Klondex Gold & Silver Mining Co.
513	NMC1105397	MALPAIS 294	Eureka	Nevada	Klondex Gold & Silver Mining Co.
514	NMC1105398	MALPAIS 295	Eureka	Nevada	Klondex Gold & Silver Mining Co.
515	NMC1105399	MALPAIS 296	Eureka	Nevada	Klondex Gold & Silver Mining Co.
516	NMC1105400	MALPAIS 297	Eureka	Nevada	Klondex Gold & Silver Mining Co.
517	NMC1105401	MALPAIS 298	Eureka	Nevada	Klondex Gold & Silver Mining Co.
518	NMC1105402	MALPAIS 299	Eureka	Nevada	Klondex Gold & Silver Mining Co.
519	NMC1105403	MALPAIS 300	Eureka	Nevada	Klondex Gold & Silver Mining Co.
520	NMC1105404	MALPAIS 301	Eureka	Nevada	Klondex Gold & Silver Mining Co.
521	NMC1105104	MALPAIS 1	Lander	Nevada	Klondex Gold & Silver Mining Co.
522	NMC1105105	MALPAIS 2	Lander	Nevada	Klondex Gold & Silver Mining Co.
523	NMC1105106	MALPAIS 3	Lander	Nevada	Klondex Gold & Silver Mining Co.
524	NMC1105107	MALPAIS 4	Lander	Nevada	Klondex Gold & Silver Mining Co.
525	NMC1105108	MALPAIS 5	Lander	Nevada	Klondex Gold & Silver Mining Co.
526	NMC1105109	MALPAIS 6	Lander	Nevada	Klondex Gold & Silver Mining Co.
527	NMC1105110	MALPAIS 7	Lander	Nevada	Klondex Gold & Silver Mining Co.
528	NMC1105111	MALPAIS 8	Lander	Nevada	Klondex Gold & Silver Mining Co.
529	NMC1105112	MALPAIS 9	Lander	Nevada	Klondex Gold & Silver Mining Co.
530	NMC1105113	MALPAIS 10	Lander	Nevada	Klondex Gold & Silver Mining Co.
531	NMC1105114	MALPAIS 11	Lander	Nevada	Klondex Gold & Silver Mining Co.
532	NMC1105115	MALPAIS 12	Lander	Nevada	Klondex Gold & Silver Mining Co.
533	NMC1105116	MALPAIS 13	Lander	Nevada	Klondex Gold & Silver Mining Co.
534	NMC1105117	MALPAIS 14	Lander	Nevada	Klondex Gold & Silver Mining Co.
535	NMC1105118	MALPAIS 15	Lander	Nevada	Klondex Gold & Silver Mining Co.
536	NMC1105119	MALPAIS 16	Lander	Nevada	Klondex Gold & Silver Mining Co.
537	NMC1105120	MALPAIS 17	Lander	Nevada	Klondex Gold & Silver Mining Co.
538	NMC1105121	MALPAIS 18	Lander	Nevada	Klondex Gold & Silver Mining Co.
539	NMC1105122	MALPAIS 19	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
540	NMC1105123	MALPAIS 20	Lander	Nevada	Klondex Gold & Silver Mining Co.
541	NMC1105124	MALPAIS 21	Lander	Nevada	Klondex Gold & Silver Mining Co.
542	NMC1105125	MALPAIS 22	Lander	Nevada	Klondex Gold & Silver Mining Co.
543	NMC1105126	MALPAIS 23	Lander	Nevada	Klondex Gold & Silver Mining Co.
544	NMC1105127	MALPAIS 24	Lander	Nevada	Klondex Gold & Silver Mining Co.
545	NMC1105128	MALPAIS 25	Lander	Nevada	Klondex Gold & Silver Mining Co.
546	NMC1105129	MALPAIS 26	Lander	Nevada	Klondex Gold & Silver Mining Co.
547	NMC1105130	MALPAIS 27	Lander	Nevada	Klondex Gold & Silver Mining Co.
548	NMC1105131	MALPAIS 28	Lander	Nevada	Klondex Gold & Silver Mining Co.
549	NMC1105132	MALPAIS 29	Lander	Nevada	Klondex Gold & Silver Mining Co.
550	NMC1105133	MALPAIS 30	Lander	Nevada	Klondex Gold & Silver Mining Co.
551	NMC1105134	MALPAIS 31	Lander	Nevada	Klondex Gold & Silver Mining Co.
552	NMC1105135	MALPAIS 32	Lander	Nevada	Klondex Gold & Silver Mining Co.
553	NMC1105136	MALPAIS 33	Lander	Nevada	Klondex Gold & Silver Mining Co.
554	NMC1105137	MALPAIS 34	Lander	Nevada	Klondex Gold & Silver Mining Co.
555	NMC1105138	MALPAIS 35	Lander	Nevada	Klondex Gold & Silver Mining Co.
556	NMC1105139	MALPAIS 36	Lander	Nevada	Klondex Gold & Silver Mining Co.
557	NMC1105140	MALPAIS 37	Lander	Nevada	Klondex Gold & Silver Mining Co.
558	NMC1105141	MALPAIS 38	Lander	Nevada	Klondex Gold & Silver Mining Co.
559	NMC1105142	MALPAIS 39	Lander	Nevada	Klondex Gold & Silver Mining Co.
560	NMC1105143	MALPAIS 40	Lander	Nevada	Klondex Gold & Silver Mining Co.
561	NMC1105144	MALPAIS 41	Lander	Nevada	Klondex Gold & Silver Mining Co.
562	NMC1105145	MALPAIS 42	Lander	Nevada	Klondex Gold & Silver Mining Co.
563	NMC1105146	MALPAIS 43	Lander	Nevada	Klondex Gold & Silver Mining Co.
564	NMC1105147	MALPAIS 44	Lander	Nevada	Klondex Gold & Silver Mining Co.
565	NMC1105148	MALPAIS 45	Lander	Nevada	Klondex Gold & Silver Mining Co.
566	NMC1105149	MALPAIS 46	Lander	Nevada	Klondex Gold & Silver Mining Co.
567	NMC1105150	MALPAIS 47	Lander	Nevada	Klondex Gold & Silver Mining Co.
568	NMC1105151	MALPAIS 48	Lander	Nevada	Klondex Gold & Silver Mining Co.
569	NMC1105152	MALPAIS 49	Lander	Nevada	Klondex Gold & Silver Mining Co.
570	NMC1105153	MALPAIS 50	Lander	Nevada	Klondex Gold & Silver Mining Co.
571	NMC1105154	MALPAIS 51	Lander	Nevada	Klondex Gold & Silver Mining Co.
572	NMC1105155	MALPAIS 52	Lander	Nevada	Klondex Gold & Silver Mining Co.
573	NMC1105156	MALPAIS 53	Lander	Nevada	Klondex Gold & Silver Mining Co.
574	NMC1105157	MALPAIS 54	Lander	Nevada	Klondex Gold & Silver Mining Co.
575	NMC1105158	MALPAIS 55	Lander	Nevada	Klondex Gold & Silver Mining Co.
576	NMC1105159	MALPAIS 56	Lander	Nevada	Klondex Gold & Silver Mining Co.
577	NMC1105160	MALPAIS 57	Lander	Nevada	Klondex Gold & Silver Mining Co.
578	NMC1105161	MALPAIS 58	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
579	NMC1105162	MALPAIS 59	Lander	Nevada	Klondex Gold & Silver Mining Co.
580	NMC1105163	MALPAIS 60	Lander	Nevada	Klondex Gold & Silver Mining Co.
581	NMC1105164	MALPAIS 61	Lander	Nevada	Klondex Gold & Silver Mining Co.
582	NMC1105165	MALPAIS 62	Lander	Nevada	Klondex Gold & Silver Mining Co.
583	NMC1105166	MALPAIS 63	Lander	Nevada	Klondex Gold & Silver Mining Co.
584	NMC1105167	MALPAIS 64	Lander	Nevada	Klondex Gold & Silver Mining Co.
585	NMC1105168	MALPAIS 65	Lander	Nevada	Klondex Gold & Silver Mining Co.
586	NMC1105169	MALPAIS 66	Lander	Nevada	Klondex Gold & Silver Mining Co.
587	NMC1105170	MALPAIS 67	Lander	Nevada	Klondex Gold & Silver Mining Co.
588	NMC1105171	MALPAIS 68	Lander	Nevada	Klondex Gold & Silver Mining Co.
589	NMC1105172	MALPAIS 69	Lander	Nevada	Klondex Gold & Silver Mining Co.
590	NMC1105173	MALPAIS 70	Lander	Nevada	Klondex Gold & Silver Mining Co.
591	NMC1105174	MALPAIS 71	Lander	Nevada	Klondex Gold & Silver Mining Co.
592	NMC1105175	MALPAIS 72	Lander	Nevada	Klondex Gold & Silver Mining Co.
593	NMC1105176	MALPAIS 73	Lander	Nevada	Klondex Gold & Silver Mining Co.
594	NMC1105177	MALPAIS 74	Lander	Nevada	Klondex Gold & Silver Mining Co.
595	NMC1105178	MALPAIS 75	Lander	Nevada	Klondex Gold & Silver Mining Co.
596	NMC1105179	MALPAIS 76	Lander	Nevada	Klondex Gold & Silver Mining Co.
597	NMC1105180	MALPAIS 77	Lander	Nevada	Klondex Gold & Silver Mining Co.
598	NMC1105181	MALPAIS 78	Lander	Nevada	Klondex Gold & Silver Mining Co.
599	NMC1105182	MALPAIS 79	Lander	Nevada	Klondex Gold & Silver Mining Co.
600	NMC1105183	MALPAIS 80	Lander	Nevada	Klondex Gold & Silver Mining Co.
601	NMC1105184	MALPAIS 81	Lander	Nevada	Klondex Gold & Silver Mining Co.
602	NMC1105185	MALPAIS 82	Lander	Nevada	Klondex Gold & Silver Mining Co.
603	NMC1105186	MALPAIS 83	Lander	Nevada	Klondex Gold & Silver Mining Co.
604	NMC1105187	MALPAIS 84	Lander	Nevada	Klondex Gold & Silver Mining Co.
605	NMC1105188	MALPAIS 85	Lander	Nevada	Klondex Gold & Silver Mining Co.
606	NMC1105189	MALPAIS 86	Lander	Nevada	Klondex Gold & Silver Mining Co.
607	NMC1105190	MALPAIS 87	Lander	Nevada	Klondex Gold & Silver Mining Co.
608	NMC1105191	MALPAIS 88	Lander	Nevada	Klondex Gold & Silver Mining Co.
609	NMC1105192	MALPAIS 89	Lander	Nevada	Klondex Gold & Silver Mining Co.
610	NMC1105193	MALPAIS 90	Lander	Nevada	Klondex Gold & Silver Mining Co.
611	NMC1105194	MALPAIS 91	Lander	Nevada	Klondex Gold & Silver Mining Co.
612	NMC1105195	MALPAIS 92	Lander	Nevada	Klondex Gold & Silver Mining Co.
613	NMC1105196	MALPAIS 93	Lander	Nevada	Klondex Gold & Silver Mining Co.
614	NMC1105197	MALPAIS 94	Lander	Nevada	Klondex Gold & Silver Mining Co.
615	NMC1105198	MALPAIS 95	Lander	Nevada	Klondex Gold & Silver Mining Co.
616	NMC1105199	MALPAIS 96	Lander	Nevada	Klondex Gold & Silver Mining Co.
617	NMC1105200	MALPAIS 97	Lander	Nevada	Klondex Gold & Silver Mining Co.



No.	BLM Serial No.	Claim Name	County	State	Owner
618	NMC1105201	MALPAIS 98	Lander	Nevada	Klondex Gold & Silver Mining Co.
619	NMC1105202	MALPAIS 99	Lander	Nevada	Klondex Gold & Silver Mining Co.
620	NMC1105203	MALPAIS 100	Lander	Nevada	Klondex Gold & Silver Mining Co.
621	NMC1105204	MALPAIS 101	Lander	Nevada	Klondex Gold & Silver Mining Co.
622	NMC1105205	MALPAIS 102	Lander	Nevada	Klondex Gold & Silver Mining Co.
623	NMC1105206	MALPAIS 103	Lander	Nevada	Klondex Gold & Silver Mining Co.
624	NMC1105207	MALPAIS 104	Lander	Nevada	Klondex Gold & Silver Mining Co.
625	NMC1105208	MALPAIS 105	Lander	Nevada	Klondex Gold & Silver Mining Co.
626	NMC1105209	MALPAIS 106	Lander	Nevada	Klondex Gold & Silver Mining Co.
627	NMC1105210	MALPAIS 107	Lander	Nevada	Klondex Gold & Silver Mining Co.
628	NMC1105211	MALPAIS 108	Lander	Nevada	Klondex Gold & Silver Mining Co.
629	NMC1105212	MALPAIS 109	Lander	Nevada	Klondex Gold & Silver Mining Co.
630	NMC1105213	MALPAIS 110	Lander	Nevada	Klondex Gold & Silver Mining Co.
631	NMC1105214	MALPAIS 111	Lander	Nevada	Klondex Gold & Silver Mining Co.
632	NMC1105215	MALPAIS 112	Lander	Nevada	Klondex Gold & Silver Mining Co.
633	NMC1105216	MALPAIS 113	Lander	Nevada	Klondex Gold & Silver Mining Co.
634	NMC1105217	MALPAIS 114	Lander	Nevada	Klondex Gold & Silver Mining Co.
635	NMC1105218	MALPAIS 115	Lander	Nevada	Klondex Gold & Silver Mining Co.
636	NMC1105219	MALPAIS 116	Lander	Nevada	Klondex Gold & Silver Mining Co.
637	NMC1105220	MALPAIS 117	Lander	Nevada	Klondex Gold & Silver Mining Co.
638	NMC1105221	MALPAIS 118	Lander	Nevada	Klondex Gold & Silver Mining Co.
639	NMC1105222	MALPAIS 119	Lander	Nevada	Klondex Gold & Silver Mining Co.
640	NMC1105223	MALPAIS 120	Lander	Nevada	Klondex Gold & Silver Mining Co.
641	NMC1105224	MALPAIS 121	Lander	Nevada	Klondex Gold & Silver Mining Co.
642	NMC1105225	MALPAIS 122	Lander	Nevada	Klondex Gold & Silver Mining Co.
643	NMC1105226	MALPAIS 123	Lander	Nevada	Klondex Gold & Silver Mining Co.
644	NMC1105227	MALPAIS 124	Lander	Nevada	Klondex Gold & Silver Mining Co.
645	NMC1105228	MALPAIS 125	Lander	Nevada	Klondex Gold & Silver Mining Co.
646	NMC1105229	MALPAIS 126	Lander	Nevada	Klondex Gold & Silver Mining Co.
647	NMC1105230	MALPAIS 127	Lander	Nevada	Klondex Gold & Silver Mining Co.
648	NMC1105231	MALPAIS 128	Lander	Nevada	Klondex Gold & Silver Mining Co.
649	NMC1105232	MALPAIS 129	Lander	Nevada	Klondex Gold & Silver Mining Co.
650	NMC1105233	MALPAIS 130	Lander	Nevada	Klondex Gold & Silver Mining Co.
651	NMC1105234	MALPAIS 131	Lander	Nevada	Klondex Gold & Silver Mining Co.
652	NMC1105235	MALPAIS 132	Lander	Nevada	Klondex Gold & Silver Mining Co.
653	NMC1105236	MALPAIS 133	Lander	Nevada	Klondex Gold & Silver Mining Co.
654	NMC1105237	MALPAIS 134	Lander	Nevada	Klondex Gold & Silver Mining Co.
655	NMC1105238	MALPAIS 135	Lander	Nevada	Klondex Gold & Silver Mining Co.
656	NMC1105239	MALPAIS 136	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
657	NMC1105240	MALPAIS 137	Lander	Nevada	Klondex Gold & Silver Mining Co.
658	NMC1105241	MALPAIS 138	Lander	Nevada	Klondex Gold & Silver Mining Co.
659	NMC1105242	MALPAIS 139	Lander	Nevada	Klondex Gold & Silver Mining Co.
660	NMC1105243	MALPAIS 140	Lander	Nevada	Klondex Gold & Silver Mining Co.
661	NMC1105244	MALPAIS 141	Lander	Nevada	Klondex Gold & Silver Mining Co.
662	NMC1105245	MALPAIS 142	Lander	Nevada	Klondex Gold & Silver Mining Co.
663	NMC1105246	MALPAIS 143	Lander	Nevada	Klondex Gold & Silver Mining Co.
664	NMC1105247	MALPAIS 144	Lander	Nevada	Klondex Gold & Silver Mining Co.
665	NMC1105248	MALPAIS 145	Lander	Nevada	Klondex Gold & Silver Mining Co.
666	NMC1105249	MALPAIS 146	Lander	Nevada	Klondex Gold & Silver Mining Co.
667	NMC1105250	MALPAIS 147	Lander	Nevada	Klondex Gold & Silver Mining Co.
668	NMC1105251	MALPAIS 148	Lander	Nevada	Klondex Gold & Silver Mining Co.
669	NMC1105252	MALPAIS 149	Lander	Nevada	Klondex Gold & Silver Mining Co.
670	NMC1105253	MALPAIS 150	Lander	Nevada	Klondex Gold & Silver Mining Co.
671	NMC1105254	MALPAIS 151	Lander	Nevada	Klondex Gold & Silver Mining Co.
672	NMC1105255	MALPAIS 152	Lander	Nevada	Klondex Gold & Silver Mining Co.
673	NMC1105256	MALPAIS 153	Lander	Nevada	Klondex Gold & Silver Mining Co.
674	NMC1105257	MALPAIS 154	Lander	Nevada	Klondex Gold & Silver Mining Co.
675	NMC1105258	MALPAIS 155	Lander	Nevada	Klondex Gold & Silver Mining Co.
676	NMC1105259	MALPAIS 156	Lander	Nevada	Klondex Gold & Silver Mining Co.
677	NMC1105260	MALPAIS 157	Lander	Nevada	Klondex Gold & Silver Mining Co.
678	NMC1105261	MALPAIS 158	Lander	Nevada	Klondex Gold & Silver Mining Co.
679	NMC1105262	MALPAIS 159	Lander	Nevada	Klondex Gold & Silver Mining Co.
680	NMC1105263	MALPAIS 160	Lander	Nevada	Klondex Gold & Silver Mining Co.
681	NMC1105264	MALPAIS 161	Lander	Nevada	Klondex Gold & Silver Mining Co.
682	NMC1105265	MALPAIS 162	Lander	Nevada	Klondex Gold & Silver Mining Co.
683	NMC1105266	MALPAIS 163	Lander	Nevada	Klondex Gold & Silver Mining Co.
684	NMC1105267	MALPAIS 164	Lander	Nevada	Klondex Gold & Silver Mining Co.
685	NMC1105268	MALPAIS 165	Lander	Nevada	Klondex Gold & Silver Mining Co.
686	NMC1105269	MALPAIS 166	Lander	Nevada	Klondex Gold & Silver Mining Co.
687	NMC1105270	MALPAIS 167	Lander	Nevada	Klondex Gold & Silver Mining Co.
688	NMC1105271	MALPAIS 168	Lander	Nevada	Klondex Gold & Silver Mining Co.
689	NMC1105272	MALPAIS 169	Lander	Nevada	Klondex Gold & Silver Mining Co.
690	NMC1105273	MALPAIS 170	Lander	Nevada	Klondex Gold & Silver Mining Co.
691	NMC1105274	MALPAIS 171	Lander	Nevada	Klondex Gold & Silver Mining Co.
692	NMC1105275	MALPAIS 172	Lander	Nevada	Klondex Gold & Silver Mining Co.
693	NMC1105276	MALPAIS 173	Lander	Nevada	Klondex Gold & Silver Mining Co.
694	NMC1105277	MALPAIS 174	Lander	Nevada	Klondex Gold & Silver Mining Co.
695	NMC1105278	MALPAIS 175	Lander	Nevada	Klondex Gold & Silver Mining Co.



No.	BLM Serial No.	Claim Name	County	State	Owner
696	NMC1105279	MALPAIS 176	Lander	Nevada	Klondex Gold & Silver Mining Co.
697	NMC1105280	MALPAIS 177	Lander	Nevada	Klondex Gold & Silver Mining Co.
698	NMC1105281	MALPAIS 178	Lander	Nevada	Klondex Gold & Silver Mining Co.
699	NMC1105282	MALPAIS 179	Lander	Nevada	Klondex Gold & Silver Mining Co.
700	NMC1105283	MALPAIS 180	Lander	Nevada	Klondex Gold & Silver Mining Co.
701	NMC1105284	MALPAIS 181	Lander	Nevada	Klondex Gold & Silver Mining Co.
702	NMC1105285	MALPAIS 182	Lander	Nevada	Klondex Gold & Silver Mining Co.
703	NMC1105286	MALPAIS 183	Lander	Nevada	Klondex Gold & Silver Mining Co.
704	NMC1105287	MALPAIS 184	Lander	Nevada	Klondex Gold & Silver Mining Co.
705	NMC1105288	MALPAIS 185	Lander	Nevada	Klondex Gold & Silver Mining Co.
706	NMC1105289	MALPAIS 186	Lander	Nevada	Klondex Gold & Silver Mining Co.
707	NMC1105290	MALPAIS 187	Lander	Nevada	Klondex Gold & Silver Mining Co.
708	NMC1105291	MALPAIS 188	Lander	Nevada	Klondex Gold & Silver Mining Co.
709	NMC1105292	MALPAIS 189	Lander	Nevada	Klondex Gold & Silver Mining Co.
710	NMC1105293	MALPAIS 190	Lander	Nevada	Klondex Gold & Silver Mining Co.
711	NMC1105294	MALPAIS 191	Lander	Nevada	Klondex Gold & Silver Mining Co.
712	NMC1105295	MALPAIS 192	Lander	Nevada	Klondex Gold & Silver Mining Co.
713	NMC1105296	MALPAIS 193	Lander	Nevada	Klondex Gold & Silver Mining Co.
714	NMC1105297	MALPAIS 194	Lander	Nevada	Klondex Gold & Silver Mining Co.
715	NMC1105298	MALPAIS 195	Lander	Nevada	Klondex Gold & Silver Mining Co.
716	NMC1105299	MALPAIS 196	Lander	Nevada	Klondex Gold & Silver Mining Co.
717	NMC1105300	MALPAIS 197	Lander	Nevada	Klondex Gold & Silver Mining Co.
718	NMC1105301	MALPAIS 198	Lander	Nevada	Klondex Gold & Silver Mining Co.
719	NMC1105302	MALPAIS 199	Lander	Nevada	Klondex Gold & Silver Mining Co.
720	NMC1105303	MALPAIS 200	Lander	Nevada	Klondex Gold & Silver Mining Co.
721	NMC1105304	MALPAIS 201	Lander	Nevada	Klondex Gold & Silver Mining Co.
722	NMC1105305	MALPAIS 202	Lander	Nevada	Klondex Gold & Silver Mining Co.
723	NMC1105306	MALPAIS 203	Lander	Nevada	Klondex Gold & Silver Mining Co.
724	NMC1105307	MALPAIS 204	Lander	Nevada	Klondex Gold & Silver Mining Co.
725	NMC1105308	MALPAIS 205	Lander	Nevada	Klondex Gold & Silver Mining Co.
726	NMC1105309	MALPAIS 206	Lander	Nevada	Klondex Gold & Silver Mining Co.
727	NMC1105310	MALPAIS 207	Lander	Nevada	Klondex Gold & Silver Mining Co.
728	NMC1105311	MALPAIS 208	Lander	Nevada	Klondex Gold & Silver Mining Co.
729	NMC1105312	MALPAIS 209	Lander	Nevada	Klondex Gold & Silver Mining Co.
730	NMC1105313	MALPAIS 210	Lander	Nevada	Klondex Gold & Silver Mining Co.
731	NMC1105314	MALPAIS 211	Lander	Nevada	Klondex Gold & Silver Mining Co.
732	NMC1105315	MALPAIS 212	Lander	Nevada	Klondex Gold & Silver Mining Co.
733	NMC1105316	MALPAIS 213	Lander	Nevada	Klondex Gold & Silver Mining Co.
734	NMC1105317	MALPAIS 214	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
735	NMC1105318	MALPAIS 215	Lander	Nevada	Klondex Gold & Silver Mining Co.
736	NMC1105319	MALPAIS 216	Lander	Nevada	Klondex Gold & Silver Mining Co.
737	NMC1105320	MALPAIS 217	Lander	Nevada	Klondex Gold & Silver Mining Co.
738	NMC1105321	MALPAIS 218	Lander	Nevada	Klondex Gold & Silver Mining Co.
739	NMC1105322	MALPAIS 219	Lander	Nevada	Klondex Gold & Silver Mining Co.
740	NMC1105323	MALPAIS 220	Lander	Nevada	Klondex Gold & Silver Mining Co.
741	NMC1105324	MALPAIS 221	Lander	Nevada	Klondex Gold & Silver Mining Co.
742	NMC1105325	MALPAIS 222	Lander	Nevada	Klondex Gold & Silver Mining Co.
743	NMC1105326	MALPAIS 223	Lander	Nevada	Klondex Gold & Silver Mining Co.
744	NMC1105327	MALPAIS 224	Lander	Nevada	Klondex Gold & Silver Mining Co.
745	NMC1105328	MALPAIS 225	Lander	Nevada	Klondex Gold & Silver Mining Co.
746	NMC1105329	MALPAIS 226	Lander	Nevada	Klondex Gold & Silver Mining Co.
747	NMC1105330	MALPAIS 227	Lander	Nevada	Klondex Gold & Silver Mining Co.
748	NMC1105331	MALPAIS 228	Lander	Nevada	Klondex Gold & Silver Mining Co.
749	NMC1105332	MALPAIS 229	Lander	Nevada	Klondex Gold & Silver Mining Co.
750	NMC1105333	MALPAIS 230	Lander	Nevada	Klondex Gold & Silver Mining Co.
751	NMC1105334	MALPAIS 231	Lander	Nevada	Klondex Gold & Silver Mining Co.
752	NMC1105335	MALPAIS 232	Lander	Nevada	Klondex Gold & Silver Mining Co.
753	NMC1105336	MALPAIS 233	Lander	Nevada	Klondex Gold & Silver Mining Co.
754	NMC1105337	MALPAIS 234	Lander	Nevada	Klondex Gold & Silver Mining Co.
755	NMC1105338	MALPAIS 235	Lander	Nevada	Klondex Gold & Silver Mining Co.
756	NMC1105339	MALPAIS 236	Lander	Nevada	Klondex Gold & Silver Mining Co.
757	NMC1105340	MALPAIS 237	Lander	Nevada	Klondex Gold & Silver Mining Co.
758	NMC1105341	MALPAIS 238	Lander	Nevada	Klondex Gold & Silver Mining Co.
759	NMC1105342	MALPAIS 239	Lander	Nevada	Klondex Gold & Silver Mining Co.
760	NMC1105343	MALPAIS 240	Lander	Nevada	Klondex Gold & Silver Mining Co.
761	NMC1105344	MALPAIS 241	Lander	Nevada	Klondex Gold & Silver Mining Co.
762	NMC1105345	MALPAIS 242	Lander	Nevada	Klondex Gold & Silver Mining Co.
763	NMC1105346	MALPAIS 243	Lander	Nevada	Klondex Gold & Silver Mining Co.
764	NMC1105347	MALPAIS 244	Lander	Nevada	Klondex Gold & Silver Mining Co.
765	NMC1105348	MALPAIS 245	Lander	Nevada	Klondex Gold & Silver Mining Co.
766	NMC1105349	MALPAIS 246	Lander	Nevada	Klondex Gold & Silver Mining Co.
767	NMC1105350	MALPAIS 247	Lander	Nevada	Klondex Gold & Silver Mining Co.
768	NMC1105351	MALPAIS 248	Lander	Nevada	Klondex Gold & Silver Mining Co.
769	NMC1105352	MALPAIS 249	Lander	Nevada	Klondex Gold & Silver Mining Co.
770	NMC1105353	MALPAIS 250	Lander	Nevada	Klondex Gold & Silver Mining Co.
771	NMC1105354	MALPAIS 251	Lander	Nevada	Klondex Gold & Silver Mining Co.
772	NMC1105355	MALPAIS 252	Lander	Nevada	Klondex Gold & Silver Mining Co.
773	NMC1105356	MALPAIS 253	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
774	NMC1105357	MALPAIS 254	Lander	Nevada	Klondex Gold & Silver Mining Co.
775	NMC1105358	MALPAIS 255	Lander	Nevada	Klondex Gold & Silver Mining Co.
776	NMC1105359	MALPAIS 256	Lander	Nevada	Klondex Gold & Silver Mining Co.
777	NMC1105360	MALPAIS 257	Lander	Nevada	Klondex Gold & Silver Mining Co.
778	NMC1105361	MALPAIS 258	Lander	Nevada	Klondex Gold & Silver Mining Co.
779	NMC1105362	MALPAIS 259	Lander	Nevada	Klondex Gold & Silver Mining Co.
780	NMC1105363	MALPAIS 260	Lander	Nevada	Klondex Gold & Silver Mining Co.
781	NMC1105364	MALPAIS 261	Lander	Nevada	Klondex Gold & Silver Mining Co.
782	NMC1105365	MALPAIS 262	Lander	Nevada	Klondex Gold & Silver Mining Co.
783	NMC1105366	MALPAIS 263	Lander	Nevada	Klondex Gold & Silver Mining Co.
784	NMC1105367	MALPAIS 264	Lander	Nevada	Klondex Gold & Silver Mining Co.
785	NMC1105368	MALPAIS 265	Lander	Nevada	Klondex Gold & Silver Mining Co.
786	NMC1105405	MALPAIS 302	Lander	Nevada	Klondex Gold & Silver Mining Co.
787	NMC1105406	MALPAIS 303	Lander	Nevada	Klondex Gold & Silver Mining Co.
788	NMC1105407	MALPAIS 304	Lander	Nevada	Klondex Gold & Silver Mining Co.
789	NMC1105408	MALPAIS 305	Lander	Nevada	Klondex Gold & Silver Mining Co.
790	NMC1105409	MALPAIS 306	Lander	Nevada	Klondex Gold & Silver Mining Co.
791	NMC1105410	MALPAIS 307	Lander	Nevada	Klondex Gold & Silver Mining Co.
792	NMC1105411	MALPAIS 308	Lander	Nevada	Klondex Gold & Silver Mining Co.
793	NMC1105412	MALPAIS 309	Lander	Nevada	Klondex Gold & Silver Mining Co.
794	NMC1105413	MALPAIS 310	Lander	Nevada	Klondex Gold & Silver Mining Co.
795	NMC1105414	MALPAIS 311	Lander	Nevada	Klondex Gold & Silver Mining Co.
796	NMC1105415	MALPAIS 312	Lander	Nevada	Klondex Gold & Silver Mining Co.
797	NMC1105416	MALPAIS 313	Lander	Nevada	Klondex Gold & Silver Mining Co.
798	NMC1105417	MALPAIS 314	Lander	Nevada	Klondex Gold & Silver Mining Co.
799	NMC1105418	MALPAIS 315	Lander	Nevada	Klondex Gold & Silver Mining Co.
800	NMC1105419	MALPAIS 316	Lander	Nevada	Klondex Gold & Silver Mining Co.
801	NMC1105420	MALPAIS 317	Lander	Nevada	Klondex Gold & Silver Mining Co.
802	NMC1105421	MALPAIS 318	Lander	Nevada	Klondex Gold & Silver Mining Co.
803	NMC1105422	MALPAIS 319	Lander	Nevada	Klondex Gold & Silver Mining Co.
804	NMC1105423	MALPAIS 320	Lander	Nevada	Klondex Gold & Silver Mining Co.
805	NMC1105424	MALPAIS 321	Lander	Nevada	Klondex Gold & Silver Mining Co.
806	NMC1105425	MALPAIS 322	Lander	Nevada	Klondex Gold & Silver Mining Co.
807	NMC1105426	MALPAIS 323	Lander	Nevada	Klondex Gold & Silver Mining Co.
808	NMC1105427	MALPAIS 324	Lander	Nevada	Klondex Gold & Silver Mining Co.
809	NMC1105428	MALPAIS 325	Lander	Nevada	Klondex Gold & Silver Mining Co.
810	NMC1105429	MALPAIS 326	Lander	Nevada	Klondex Gold & Silver Mining Co.
811	NMC1105430	MALPAIS 327	Lander	Nevada	Klondex Gold & Silver Mining Co.
812	NMC1105431	MALPAIS 328	Lander	Nevada	Klondex Gold & Silver Mining Co.

No.	BLM Serial No.	Claim Name	County	State	Owner
813	NMC1105432	MALPAIS 329	Lander	Nevada	Klondex Gold & Silver Mining Co.
814	NMC1105433	MALPAIS 330	Lander	Nevada	Klondex Gold & Silver Mining Co.
815	NMC1105434	MALPAIS 331	Lander	Nevada	Klondex Gold & Silver Mining Co.
816	NMC1105435	MALPAIS 332	Lander	Nevada	Klondex Gold & Silver Mining Co.
817	NMC1105436	MALPAIS 333	Lander	Nevada	Klondex Gold & Silver Mining Co.
818	NMC1105437	MALPAIS 334	Lander	Nevada	Klondex Gold & Silver Mining Co.
819	NMC1105438	MALPAIS 335	Lander	Nevada	Klondex Gold & Silver Mining Co.
820	NMC1105439	MALPAIS 336	Lander	Nevada	Klondex Gold & Silver Mining Co.
821	NMC1105440	MALPAIS 337	Lander	Nevada	Klondex Gold & Silver Mining Co.
822	NMC1105441	MALPAIS 338	Lander	Nevada	Klondex Gold & Silver Mining Co.
823	NMC1105442	MALPAIS 339	Lander	Nevada	Klondex Gold & Silver Mining Co.
824	NMC1105443	MALPAIS 340	Lander	Nevada	Klondex Gold & Silver Mining Co.
825	NMC1105444	MALPAIS 341	Lander	Nevada	Klondex Gold & Silver Mining Co.
826	NMC1105445	MALPAIS 342	Lander	Nevada	Klondex Gold & Silver Mining Co.
827	NMC1105446	MALPAIS 343	Lander	Nevada	Klondex Gold & Silver Mining Co.
828	NMC1105447	MALPAIS 344	Lander	Nevada	Klondex Gold & Silver Mining Co.
829	NMC1105448	MALPAIS 345	Lander	Nevada	Klondex Gold & Silver Mining Co.
830	NMC1105449	MALPAIS 346	Lander	Nevada	Klondex Gold & Silver Mining Co.
831	NMC1105450	MALPAIS 347	Lander	Nevada	Klondex Gold & Silver Mining Co.

## **Exhibit A-5**

### **Fire Creek Leases / Permits Requiring Consent**

*See Schedule A – Permitted Royalties*

*See Exhibit A-3 – Leases*

*See Exhibit C – List of Permits and Authorizations*

*See Exhibit D – Assigned Agreements*

Provided, however, that the following consents have been obtained:

Acknowledgment and Consent relating to Mining Lease Agreement dated July 31, 2013 between Fire Creek Lands LLC and Klondex Gold & Silver Mining Company, and the Mining Lease Agreement dated May 1, 2016 between Fire Creek Lands LLC and Klondex Gold & Silver Mining Company.

## Exhibit A-6

### Fire Creek State of Nevada Water Rights

Number	Status	Certification	Use
77002	PER		Mining and Milling
77003	PER		Mining and Milling
75129	CER	18863	Mining and Milling
28637	CER	10558	Mining and Milling



**Exhibit A-7**

**Other Properties**

*None.*

COPY

EXHIBIT C  
Approvals

Deed of Trust with Power of Sale,  
Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing, dated as of October 31, 2018, from KLONDEX  
GOLD & SILVER MINING COMPANY  
as Trustor, to First American Title Company, as  
Trustee, and COMPUTERSHARE TRUST COMPANY, N.A., as Beneficiary

1. Current Material Approvals

(a) The Fire Creek Mine - Environmental Permits and Authorizations

- (i) State of Nevada Permits and Authorizations
- (ii) Federal Permits and Authorizations
- (iii) Local Permits and Authorizations

See attached list.

(b) The Fire Creek Mine - Consents

ENVIRONMENTAL  
PERMITS AND AUTHORIZATIONS  
as of October 2018

Permit Name	Permit Agency	Permit Number
Mine Plan of Operations	BLM	NVN-091111
Environmental Impact Statement (January 2016)	BLM	N/A
Record of Decision (February 1, 2016)	BLM	N/A
Class II Air Operating Permit	NDEP-BAPC	AP1041-2774
Water Pollution Control Permit	NDEP-BMRR	NEV2007104
Water Pollution Control Permit - Discharge	NDEP-BMRR	TNEV2017110
Reclamation Permit - Operations	NDEP-BMRR	#380
Mining Stormwater General Permit	NDEP-BWPC	NVR300000
Water Pollution Control Permit - Infiltration	NDEP-BMRR	NEV2013102
Hazardous Materials Permit	Nevada State Fire Marshal	60316
WOTUS Jurisdictional Determination	USACE	SPK-2017-00476
Public Water System	NDEP-BSDW	NV0001100
Exploration Notice	BLM	NVN094257

Permit Name	Permit Agency	Permit Number
Class III Waivered Landfill	NDEP-BWM	SWW-1779

*See also* Schedule A – Permitted Royalties

*See also* Exhibit A-3 – Leases

*See also* Exhibit A-6 – Water Rights

*See also* Exhibit C – List of Permits and Authorizations

**EXHIBIT D**  
**Assigned Agreements**

Deed of Trust with Power of Sale,  
Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing, dated as of October 31, 2018, from KLONDEX  
GOLD & SILVER MINING COMPANY  
as Trustor, to First American Title Company, as  
Trustee, and COMPUTERSHARE TRUST COMPANY, N.A., as Beneficiary

<u>Date of Contract</u>	<u>Contractor</u>	<u>Type of Contract</u>
February 12, 2018	Quality Transportation, Inc.	Services Agreement (transportation)
July 1, 2014, as amended on April 23, 2018	Auramet International LLC	Trading Agreement
July 1, 2014	Auramet International LLC	Purchase Agreement

*See also* Schedule A – Permitted Royalties

*See also* Exhibit A-3 – Leases

*See also* Exhibit A-6 – Water Rights

*See also* Exhibit C – List of Permits and Authorizations

EXHIBIT E

Deed of Trust with Power of Sale,  
Assignment of Production, Security Agreement,  
Financing Statement and Fixture Filing, dated as of October 31, 2018, from KLONDEX  
GOLD & SILVER MINING COMPANY  
as Trustor, to First American Title Company, as  
Trustee, and COMPUTERSHARE TRUST COMPANY, N.A., as Beneficiary

COUNTERPARTY NOTICE

[Name of Assigned Agreement  
Counterparty] \_\_\_\_\_

Attention: [            ]

Re: Amended and Restated Deed of Trust with Power of Sale, Assignment of  
Production, Security Agreement, Financing Statement and Fixture Filing

Dear Sirs:

This Counterparty Notice (this "Notice") is delivered to you pursuant to Section 4.10 of the Second Amended and Restated Deed of Trust with Power of Sale, Assignment of Production, Security Agreement, Financing Statement and Fixture Filing, dated as of October 31, 2018 (the "Deed of Trust"), from KLONDEX GOLD & SILVER MINING COMPANY, a Nevada corporation (the "Trustor"), to First American Title Company, as trustee (the "Trustee"), and COMPUTERSHARE TRUST COMPANY, N.A., incorporated in the State of New York, as beneficiary (the "Beneficiary"), delivered pursuant to the Fifth Amended and Restated Credit Agreement, dated as of July 16, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Hecla Mining Company, a Delaware corporation, Hecla Limited, a Delaware corporation, Hecla Alaska LLC, a Delaware limited liability company, Hecla Greens Creek Mining Company (formerly known as Kennecott Greens Creek Mining Company), a Delaware corporation, and Hecla Juneau Mining Company (formerly known as Kennecott Juneau Mining Company), a Delaware corporation, the



various financial institutions and other Persons from time to time party thereto (collectively, the "Lenders") and The Bank of Nova Scotia, a bank organized under the federal laws of Canada (in such capacity, the "Administrative Agent") for the Lenders. Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided in, and shall be interpreted in accordance with, the Deed of Trust.

Pursuant to the terms of the Deed of Trust, we hereby notify you that we have assigned by way of security our right, title and interest in the following Project Documents [describe relevant contracts] between the Trustor and [Name of Assigned Agreement Counterparty] (the "Relevant Agreements"). As execution of this Notice is required pursuant to the Deed of Trust, please acknowledge the following in the space provided below:

1. You consent to the assignment by way of security of our rights, title and interest in, to, under and in connection with the Relevant Agreements pursuant to the terms of the Deed of Trust and, without limiting the foregoing, to the exercise by the Beneficiary to any rights and remedies it may have, whether under the Deed of Trust, the Credit Agreement and/or Applicable Law, with respect to the Relevant Agreements as so assigned (including the right, but not the obligation to remedy any of our defaults under and in connection with the Relevant Agreements), following the occurrence of an Event of Default.
2. You agree to make any payments due to ourselves under the Relevant Agreements to such account as the Beneficiary may notify you in writing from time to time.
3. You agree that we shall remain liable under the Relevant Agreements to the extent set forth therein to perform our duties and obligations thereunder to the same extent as if the Deed of Trust and this Notice had not been executed, that no Lender shall have any obligation or liability under any of the Relevant Agreements by reason of the Deed of Trust or this Notice, and that no Lender shall be obligated to perform any of our obligations or duties under the Relevant Agreements or to take any action to collect or enforce any claim for payment assigned pursuant to the Deed of Trust.

This Notice shall be deemed to be a contract made under and governed by the internal laws of the State of Nevada.

The Trustor has caused this Notice to be executed and delivered by its duly Authorized Representative this \_\_\_\_\_ day of \_\_\_\_\_.

KLONDEX GOLD & SILVER MINING CO

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and acknowledged  
this \_\_\_\_ day of \_\_\_\_\_

[NAME OF ASSIGNED AGREEMENT COUNTERPARTY]

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted this \_\_\_\_\_ day  
of \_\_\_\_\_

COMPUTERSHARE TRUST COMPANY, N.A.,  
as Beneficiary

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_