
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended September 30, 2015

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number: 001-13357

Royal Gold, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation)

**1660 Wynkoop Street, Suite 1000
Denver, Colorado**

(Address of Principal Executive Offices)

84-0835164

(I.R.S. Employer
Identification No.)

80202

(Zip Code)

Registrant's telephone number, including area code **(303) 573-1660**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

There were 65,259,789 shares of the Company's common stock, par value \$0.01 per share, outstanding as of October 28, 2015.

INDEX

	<u>PAGE</u>
PART I	FINANCIAL INFORMATION
Item 1.	Financial Statements (Unaudited)
	Consolidated Balance Sheets 3
	Consolidated Statements of Operations and Comprehensive (Loss) Income 4
	Consolidated Statements of Cash Flows 5
	Notes to Consolidated Financial Statements 6
Item 2.	Management’s Discussion and Analysis of Financial Condition and Results of Operations 20
Item 3.	Quantitative and Qualitative Disclosures about Market Risk 35
Item 4.	Controls and Procedures 36
PART II	OTHER INFORMATION 37
Item 1.	Legal Proceedings 37
Item 1A.	Risk Factors 37
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds 37
Item 3.	Defaults Upon Senior Securities 37
Item 4.	Mine Safety Disclosure 37
Item 5.	Other Information 37
Item 6.	Exhibits 37
SIGNATURES	38

ITEM 1. FINANCIAL STATEMENTS

ROYAL GOLD, INC.
Consolidated Balance Sheets
(Unaudited, in thousands except share data)

	September 30, 2015	June 30, 2015
ASSETS		
Cash and equivalents	\$ 104,310	\$ 742,849
Royalty receivables	24,539	37,681
Income tax receivable	13,550	6,422
Prepaid expenses and other	9,912	3,798
Total current assets	152,311	790,750
Royalty and stream interests, net (Note 3)	3,012,952	2,083,608
Available-for-sale securities (Note 4)	5,824	6,273
Other assets	57,608	44,801
Total assets	\$ 3,228,695	\$ 2,925,432
LIABILITIES		
Accounts payable	8,383	4,911
Dividends payable	14,357	14,341
Foreign withholding taxes payable	—	199
Other current liabilities	4,380	5,522
Total current liabilities	27,120	24,973
Debt (Note 5)	674,780	322,110
Deferred tax liabilities	145,256	146,603
Uncertain tax positions (Note 9)	15,207	15,130
Other long-term liabilities	6,510	689
Total liabilities	868,873	509,505
Commitments and contingencies (Note 12)		
EQUITY		
Preferred stock, \$.01 par value, authorized 10,000,000 shares authorized; and 0 shares issued	—	—
Common stock, \$.01 par value, 100,000,000 shares authorized; and 65,065,461 and 65,033,547 shares outstanding, respectively	651	650
Additional paid-in capital	2,174,720	2,170,643
Accumulated other comprehensive loss	(3,741)	(3,292)
Accumulated earnings	125,717	185,121
Total Royal Gold stockholders' equity	2,297,347	2,353,122
Non-controlling interests	62,475	62,805
Total equity	2,359,822	2,415,927
Total liabilities and equity	\$ 3,228,695	\$ 2,925,432

The accompanying notes are an integral part of these consolidated financial statements.

ROYAL GOLD, INC.
Consolidated Statements of Operations and Comprehensive (Loss) Income
(Unaudited, in thousands except share data)

	For The Three Months Ended	
	September 30, 2015	September 30, 2014
Revenue	\$ 74,056	\$ 69,026
Costs and expenses		
Cost of sales	11,466	6,674
General and administrative	9,510	7,142
Production taxes	1,592	1,690
Exploration costs	3,156	—
Depreciation, depletion and amortization	27,147	22,212
Impairment of royalty and stream interests	—	1,769
Total costs and expenses	<u>52,871</u>	<u>39,487</u>
Operating income	21,185	29,539
Interest and other income	265	51
Interest and other expense	<u>(7,214)</u>	<u>(6,712)</u>
Income before income taxes	14,236	22,878
Income tax expense	<u>(59,177)</u>	<u>(3,959)</u>
Net (loss) income	<u>(44,941)</u>	<u>18,919</u>
Net income attributable to non-controlling interests	<u>(105)</u>	<u>(239)</u>
Net (loss) income attributable to Royal Gold common stockholders	<u>\$ (45,046)</u>	<u>\$ 18,680</u>
Net (loss) income	\$ (44,941)	\$ 18,919
Adjustments to comprehensive (loss) income, net of tax		
Unrealized change in market value of available-for-sale securities	<u>(449)</u>	<u>(1,340)</u>
Comprehensive (loss) income	<u>(45,390)</u>	<u>17,579</u>
Comprehensive income attributable to non-controlling interests	<u>(105)</u>	<u>(239)</u>
Comprehensive (loss) income attributable to Royal Gold stockholders	<u>\$ (45,495)</u>	<u>\$ 17,340</u>
Net (loss) income per share available to Royal Gold common stockholders:		
Basic (loss) earnings per share	<u>\$ (0.69)</u>	<u>\$ 0.29</u>
Basic weighted average shares outstanding	<u>65,048,439</u>	<u>64,962,883</u>
Diluted (loss) earnings per share	<u>\$ (0.69)</u>	<u>\$ 0.29</u>
Diluted weighted average shares outstanding	<u>65,048,439</u>	<u>65,107,481</u>
Cash dividends declared per common share	<u>\$ 0.22</u>	<u>\$ 0.21</u>

The accompanying notes are an integral part of these consolidated financial statements.

ROYAL GOLD, INC.
Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	For The Three Months Ended	
	September 30, 2015	September 30, 2014
Cash flows from operating activities:		
Net (loss) income	\$ (44,941)	\$ 18,919
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation, depletion and amortization	27,147	22,212
Non-cash employee stock compensation expense	4,227	2,449
Amortization of debt discount	2,670	2,473
Impairment of royalty and stream interests	—	1,769
Tax benefit of stock-based compensation exercises	150	303
Deferred tax expense (benefit)	11,767	(5,374)
Other	(390)	—
Changes in assets and liabilities:		
Royalty receivables	13,142	3,427
Prepaid expenses and other assets	(4,136)	2,147
Accounts payable	3,266	(1,570)
Foreign withholding taxes payable	(199)	(1,320)
Income taxes receivable	(17,192)	5,373
Uncertain tax positions	77	483
Other liabilities	6,903	1,167
Net cash provided by operating activities	<u>\$ 2,491</u>	<u>\$ 52,458</u>
Cash flows from investing activities:		
Acquisition of royalty and stream interests	(1,300,881)	(6,209)
Andacollo royalty sale	345,000	—
Golden Star term loan	(20,000)	—
Other	(228)	(127)
Net cash used in investing activities	<u>\$ (976,109)</u>	<u>\$ (6,336)</u>
Cash flows from financing activities:		
Borrowings from revolving credit facility	350,000	—
Net proceeds from issuance of common stock	—	199
Common stock dividends	(14,341)	(13,678)
Distribution to non-controlling interests	(422)	(465)
Tax expense of stock-based compensation exercises	(150)	(303)
Other	(8)	—
Net cash provided by (used in) financing activities	<u>\$ 335,079</u>	<u>\$ (14,247)</u>
Net (decrease) increase in cash and equivalents	(638,539)	31,875
Cash and equivalents at beginning of period	742,849	659,536
Cash and equivalents at end of period	<u>\$ 104,310</u>	<u>\$ 691,411</u>

The accompanying notes are an integral part of these consolidated financial statements.

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

1. OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Royal Gold, Inc. (“Royal Gold”, the “Company”, “we”, “us”, or “our”), together with its subsidiaries, is engaged in the business of acquiring and managing precious metals royalties, metal streams, and similar interests. Royalties are non-operating interests in mining projects that provide the right to revenue or metals produced from the project after deducting specified costs, if any. A metal stream is a purchase agreement that provides, in exchange for an upfront deposit payment, the right to purchase all or a portion of one or more metals produced from a mine, at a price determined for the life of the transaction by the purchase agreement.

Summary of Significant Accounting Policies

The accompanying unaudited consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X under the Securities Exchange Act of 1934, as amended. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for annual financial statements. In the opinion of management, all adjustments which are of a normal recurring nature considered necessary for a fair presentation of our interim financial statements have been included in this Form 10-Q. Operating results for the three months ended September 30, 2015, are not necessarily indicative of the results that may be expected for the fiscal year ending June 30, 2016. These interim unaudited financial statements should be read in conjunction with the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2015 filed with the Securities and Exchange Commission on August 6, 2015 (“Fiscal 2015 10-K”).

Asset Impairment

We evaluate long-lived assets for impairment whenever events or changes in circumstances indicate that the related carrying amounts of an asset or group of assets may not be recoverable. The recoverability of the carrying value of royalty and stream interests in production and development stage mineral properties is evaluated based upon estimated future undiscounted net cash flows from each royalty and stream interest property using estimates of proven and probable reserves and other relevant information received from the operators. We evaluate the recoverability of the carrying value of royalty interests in exploration stage mineral properties in the event of significant decreases in the price of gold, silver, copper, nickel and other metals, and whenever new information regarding the mineral properties is obtained from the operator indicating that production will not likely occur or may be reduced in the future, thus affecting the future recoverability of our royalty interests. Impairments in the carrying value of each property are measured and recorded to the extent that the carrying value in each property exceeds its estimated fair value, which is generally calculated using estimated future discounted cash flows.

Estimates of gold, silver, copper, nickel and other metal prices, operators’ estimates of proven and probable reserves related to our royalty or streaming properties, and operators’ estimates of operating and capital costs are subject to certain risks and uncertainties which may affect the recoverability of our investment in these royalty and stream interests in mineral properties. It is possible that changes could occur to these estimates, which could adversely affect the net cash flows expected to be generated from these royalty and stream interests.

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

2. ACQUISITIONS

Acquisition of Gold and Silver Stream at Pueblo Viejo

On September 29, 2015, RGLD Gold AG (“RGLD Gold”), a wholly-owned subsidiary of the Company, closed its previously announced Precious Metals Purchase and Sale Agreement with Barrick Gold Corporation (“Barrick”) and its wholly-owned subsidiary, BGC Holdings Ltd. (“BGC”) for a percentage of the gold and silver production attributable to Barrick’s 60% interest in the Pueblo Viejo mine located in the Dominican Republic. Pursuant to the Precious Metals Purchase and Sale Agreement, RGLD Gold made a single advance payment of \$610 million to BGC as part of the closing. The transaction is effective as of July 1, 2015 for the gold stream and January 1, 2016 for the silver stream.

BGC will deliver gold to RGLD Gold in amounts equal to 7.50% of Barrick’s interest in the gold produced at the Pueblo Viejo mine from July 1, 2015 until 990,000 ounces of gold have been delivered, and 3.75% of Barrick’s interest in gold produced thereafter. RGLD Gold will pay BGC 30% of the spot price per ounce of gold delivered until 550,000 ounces of gold have been delivered, and 60% of the spot price per ounce delivered thereafter.

BGC will deliver silver to RGLD Gold in amounts equal to 75% of Barrick’s interest in the silver produced at the Pueblo Viejo mine beginning on January 1, 2016 until 50 million ounces of silver have been delivered, and 37.50% of Barrick’s interest in silver produced thereafter. RGLD Gold will pay BGC 30% of the spot price per ounce of silver delivered until 23.10 million ounces of silver have been delivered, and 60% of the spot price per ounce of silver delivered thereafter.

The Pueblo Viejo gold and silver stream acquisition has been accounted for as an asset acquisition. The advance payment of \$610 million, plus direct transaction costs, have been recorded as a production stage stream interest within *Royalty and stream interests, net* on our consolidated balance sheets.

Acquisition of Gold Stream on Wassa, Bogoso and Prestea

On July 28, 2015, RGLD Gold closed its previously announced \$130 million gold stream transaction with a wholly-owned subsidiary of Golden Star Resources Ltd. (together “Golden Star”), pursuant to which RGLD Gold will advance financing to Golden Star, subject to certain conditions, for development projects at certain mines in Ghana, and in return for which Golden Star will sell and deliver gold to RGLD Gold.

Also on July 28, 2015 and separate from the stream transaction, the Company also funded a previously announced \$20 million, 4-year term loan to Golden Star and received warrants to purchase 5 million shares of Golden Star common stock, with a grant date fair value of approximately \$0.8 million. Interest under the term loan will be due quarterly at a rate equal to 62.5% of the average daily gold price for the relevant quarter divided by 10,000, but not to exceed 11.5%. The warrants have a term of four years and an exercise price of \$0.27.

Pursuant to the stream transaction and subject to certain conditions, RGLD Gold will make \$130 million in advance payments to Golden Star in stages, including the \$40 million upfront payment made in connection with closing, \$15 million paid in September 2015, and the balance on a pro rata basis with spending on the Wassa and Prestea underground projects, which RGLD Gold expects to make in four quarterly payments as follows: (i) \$30 million on December 1, 2015, and (ii) \$15 million on each of March 1, 2016, June 1, 2016 and September 1, 2016. Golden Star will deliver to RGLD Gold 8.5% of gold produced from the Wassa, Bogoso and Prestea projects, until 185,000 ounces have been delivered, 5.0% until an additional 22,500 ounces have been delivered, and 3.0% thereafter. RGLD Gold will pay

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

Golden Star a cash price equal to 20% of the spot price for each ounce delivered at the time of delivery until 207,500 ounces have been delivered, which cash price shall increase to 30% of the spot price for each ounce delivered thereafter.

The Wassa, Bogoso and Prestea gold stream acquisition has been accounted for as an asset acquisition. The \$55 million paid as part of the aggregate advance payments of \$130 million, plus direct acquisition costs, has been recorded as separate components of *Royalty and stream interests, net* on our consolidated balance sheets. Accordingly, approximately \$46.1 million and \$10.1 million was allocated to production stage and exploration stage stream interest, respectively, as of September 30, 2015. Future advance payments, plus any direct acquisition costs incurred, will be recorded as a production stage or an exploration stream interest accordingly. The acquisition costs of the production stage stream interest will be depleted using the units of production method, which is estimated using aggregate proven and probable reserves for Wassa, Bogoso and Prestea, as provided by Golden Star.

The \$20 million four-year term loan and the received warrants have been recorded within *Other assets* on our consolidated balance sheets. The warrants have been classified as a financial asset instrument and are recorded at fair value at each reporting period using the Black-Scholes model. Any change in the fair value of the warrants at subsequent reporting periods will be recorded within *Interest and other* on our consolidated statements of operations and comprehensive income.

Acquisition of Gold and Silver Stream at Rainy River

On July 20, 2015, RGLD Gold entered into a \$175 million Purchase and Sale Agreement with New Gold, Inc. (“New Gold”), for a percentage of the gold and silver production from the Rainy River Project located in Ontario, Canada (“Rainy River”). Pursuant to the Purchase and Sale Agreement, RGLD Gold will make two advance payments to New Gold, consisting of \$100 million, which was paid at closing on July 20, 2015, and \$75 million once capital spending at Rainy River is 60% complete (currently expected by mid-calendar 2016). Also under the Purchase and Sale Agreement, New Gold will deliver to RGLD Gold 6.50% of the gold produced at Rainy River until 230,000 gold ounces have been delivered, and 3.25% thereafter. New Gold also will deliver 60% of the silver produced at Rainy River until 3.10 million silver ounces have been delivered, and 30% thereafter. RGLD Gold will pay New Gold 25% of the spot price per ounce of gold and silver at the time of delivery.

The Rainy River gold and silver stream acquisition has been accounted for as an asset acquisition. The \$100 million paid as part of the aggregate advance payments of \$175 million, plus direct transaction costs, have been recorded as a development stage stream interest within *Royalty and stream interests, net* on our consolidated balance sheets.

Acquisition of an Additional Gold Royalty Interest at Pascua-Lama

On July 10, 2015, the Company entered into an assignment of rights agreement with a private Chilean citizen whereby Royal Gold acquired an additional 0.22% net smelter return (“NSR”) sliding-scale royalty interest on the Pascua-Lama project, which is owned and operated by Barrick and located on the border between Argentina and Chile. The Company paid \$8.0 million for the additional interest at closing and will pay an additional \$2.0 million if the project comes into production by the end of calendar 2018 or an additional \$1.0 million if the project enters production in calendar 2019. Upon the July 10, 2015 closing, Royal Gold’s total gold NSR royalty interest in the Pascua-Lama project increased to 5.45% at gold prices above \$800 per ounce, while the additional gold equivalent royalty on proceeds from copper produced from the Chilean portion of the project, increased to 1.09%.

The additional gold royalty interest acquired on Pascua-Lama has been accounted for as an asset

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

acquisition. The \$8.0 million paid for the additional interest at closing, plus direct transaction costs, have been recorded as development stage royalty interest within *Royalty and stream interests, net* on our consolidated balance sheets.

Acquisition of Gold Stream at Carmen de Andacollo

On July 9, 2015, RGLD Gold entered into a Long Term Offtake Agreement (the “Andacollo Stream Agreement”) with Compañía Minera Teck Carmen de Andacollo (“CMCA”), a 90% owned subsidiary of Teck Resources Limited (“Teck”). Pursuant to the Andacollo Stream Agreement, CMCA will sell and deliver to RGLD Gold 100% of payable gold from the Carmen de Andacollo (“Andacollo”) copper-gold mine until 900,000 ounces have been delivered, and 50% thereafter, subject to a fixed payable percentage of 89%. RGLD Gold made a \$525 million advance payment in cash to CMCA upon entry into the Andacollo Stream Agreement, and RGLD Gold will also pay CMCA 15% of the monthly average gold price for the month preceding the delivery date for all gold purchased under the Andacollo Stream Agreement.

The transaction will encompass certain of CMCA’s presently owned mining concessions on the Andacollo mine, as well as any other mining concessions presently owned or acquired by CMCA or any of its affiliates within a 1.5 kilometer area of interest, and certain other mining concessions that CMCA or its affiliates may acquire. The Andacollo Stream Agreement is effective July 1, 2015, and applies to all final settlements of gold received on or after that date. Deliveries to RGLD Gold will be made monthly, and RGLD Gold began receiving gold deliveries during the quarter ended September 30, 2015.

The Company accounted for the acquisition of the stream interest at Andacollo as an asset acquisition. For US GAAP financial reporting purposes, the Company’s new consolidated carrying value in its stream interest at Andacollo is approximately \$388.2 million, which includes direct acquisition costs, and is recorded as production stage stream interest within *Royalty and stream interests, net* on our consolidated balance sheets.

Termination of Royalty Interest at Carmen de Andacollo

On July 9, 2015, Royal Gold Chile Limitada (“RG Chile”), a wholly owned subsidiary of the Company, entered into a Royalty Termination Agreement with CMCA. The Royalty Termination Agreement terminated an amended Royalty Agreement originally dated January 12, 2010, which provided RG Chile with a royalty equivalent to 75% of the gold produced from the sulfide portion of the Andacollo mine until 910,000 payable ounces have been produced, and 50% of the gold produced thereafter. CMCA paid total consideration of \$345 million to RG Chile in connection with the Royalty Termination Agreement. The net carrying value of the Andacollo royalty on the date of termination was approximately \$207.5 million. The royalty termination transaction will be taxable in Chile and the United States.

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

3. ROYALTY AND STREAM INTERESTS

The following tables summarize the Company's royalty and stream interests as of September 30, 2015 and June 30, 2015.

As of September 30, 2015 (Amounts in thousands):	Cost	Accumulated Depletion	Net
Production stage royalty interests:			
Voisey's Bay	\$ 150,138	\$ (79,989)	\$ 70,149
Peñasquito	99,172	(26,579)	72,593
Holt	34,612	(14,837)	19,775
Cortez	10,630	(9,955)	675
Other	531,734	(314,405)	217,329
Total production stage royalty interests	826,286	(445,765)	380,521
Production stage stream interests:			
Mount Milligan	783,046	(42,498)	740,548
Pueblo Viejo	610,367	—	610,367
Andacollo	388,181	(4,215)	383,966
Wassa/Bogoso/Pretea	46,069	(990)	45,079
Other	75,853	(26)	75,827
Total production stage stream interests	1,903,516	(47,729)	1,855,787
Production stage royalty and stream interests	2,729,802	(493,494)	2,236,308
Development stage royalty interests:			
Pascua-Lama	380,657	—	380,657
Other	66,414	—	66,414
Total development stage royalty interests	447,071	—	447,071
Development stage stream interests:			
Rainy River	100,673	—	100,673
Other	8,203	—	8,203
Total development stage stream interests	108,876	—	108,876
Development stage royalty and stream interests	555,947	—	555,947
Exploration stage royalty interests	210,584	—	210,584
Exploration stage stream interests	10,113	—	10,113
Total royalty and stream interests	\$ 3,506,446	\$ (493,494)	\$ 3,012,952

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

As of June 30, 2015 (Amounts in thousands):	Cost	Accumulated Depletion	Impairments	Net
Production stage royalty interests:				
Andacollo	\$ 272,998	\$ (65,467)	\$ —	\$ 207,531
Voisey's Bay	150,138	(76,141)	—	73,997
Peñasquito	99,172	(24,555)	—	74,617
Mulatos	48,092	(32,313)	—	15,779
Holt	34,612	(13,950)	—	20,662
Robinson	17,825	(12,748)	—	5,077
Cortez	10,630	(9,933)	—	697
Other	495,763	(265,727)	(27,586)	202,450
Total production stage royalty interests	1,129,230	(500,834)	(27,586)	600,810
Production stage stream interests:				
Mount Milligan	783,046	(35,195)	—	747,851
Production stage royalty and stream interests	1,912,276	(536,029)	(27,586)	1,348,661
Development stage royalty interests:				
Pascua-Lama	372,105	—	—	372,105
Other	67,017	—	—	67,017
Total development stage royalty interests	439,122	—	—	439,122
Development stage stream interests:				
Phoenix Gold	75,843	—	—	75,843
Other	8,183	—	(603)	7,580
Total development stage stream interests	84,026	—	(603)	83,423
Development stage royalty and stream interests	523,148	—	(603)	522,545
Exploration stage royalty interests	212,552	—	(150)	212,402
Total royalty and stream interests	<u>\$ 2,647,976</u>	<u>\$ (536,029)</u>	<u>\$ (28,339)</u>	<u>\$ 2,083,608</u>

4. AVAILABLE-FOR-SALE SECURITIES

The Company's available-for-sale securities as of September 30, 2015 and June 30, 2015 consist of the following:

As of September 30, 2015				
(Amounts in thousands)				
	Cost Basis	Unrealized		Fair Value
		Gain	Loss	
Non-current:				
Seabridge	\$ 9,565	—	(3,741)	\$ 5,824
	<u>\$ 9,565</u>	<u>\$ —</u>	<u>\$ (3,741)</u>	<u>\$ 5,824</u>
As of June 30, 2015				
(Amounts in thousands)				
	Cost Basis	Unrealized		Fair Value
		Gain	Loss	
Non-current:				
Seabridge	\$ 9,565	—	(3,292)	\$ 6,273
	<u>\$ 9,565</u>	<u>\$ —</u>	<u>\$ (3,292)</u>	<u>\$ 6,273</u>

Our only available-for-sale security is the investment in Seabridge Gold, Inc. ("Seabridge") common stock, acquired in June 2011. The Company's policy for determining whether declines in fair value of

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

available-for-sale securities are other than temporary includes a quarterly analysis of the investments and a review by management of all investments for which the cost exceeds the fair value. Any temporary declines in fair value are recorded as a charge to other comprehensive income. If such impairment is determined by the Company to be other than temporary, the investment's cost basis is written down to fair value and recorded in net income during the period the Company determines such impairment to be other than temporary. Based on the Company's quarterly analysis of its investments and our ability and intent to hold these investments for a reasonable period of time, there were no write downs on our available-for-sale securities during the three months ended September 30, 2015. The Company will continue to evaluate its investment in Seabridge common stock considering additional facts and circumstances as they arise, including, but not limited to, the progress of development of Seabridge's KSM project.

5. DEBT

The Company's non-current debt as of September 30, 2015 and June 30, 2015 consists of the following:

	<u>As of</u> <u>September 30, 2015</u>	<u>As of</u> <u>June 30, 2015</u>
	<u>Non-current</u>	<u>Non-current</u>
	(Amounts in thousands)	
Convertible notes due 2019, net	\$ 324,780	\$ 322,110
Revolving credit facility	350,000	—
Total debt	<u>\$ 674,780</u>	<u>\$ 322,110</u>

Convertible Senior Notes Due 2019

In June 2012, the Company completed an offering of \$370 million aggregate principal amount of 2.875% convertible senior notes due 2019 ("2019 Notes"). The 2019 Notes bear interest at the rate of 2.875% per annum, and the Company is required to make semi-annual interest payments on the outstanding principal balance of the 2019 Notes on June 15 and December 15 of each year, beginning December 15, 2012. The 2019 Notes mature on June 15, 2019. Interest expense recognized on the 2019 Notes for the three months ended September 30, 2015, was \$5.6 million compared to \$5.4 million for the three months ended September 30, 2014, and included the contractual coupon interest, the accretion of the debt discount and amortization of the debt issuance costs.

Revolving credit facility

The Company maintains a \$650 million revolving credit facility. As of September 30, 2015, the Company had \$350.0 million outstanding and \$300.0 million available under the revolving credit facility. Borrowings under the revolving credit facility bear interest at a floating rate of LIBOR plus a margin of 1.25% to 3.00%, based on Royal Gold's defined leverage ratio. As of September 30, 2015, the interest rate on borrowings under the revolving credit facility was LIBOR plus 1.25% for an all-in rate of 1.46%. Royal Gold may repay borrowings under the revolving credit facility at any time without premium or penalty.

As discussed in Note 6 to the notes to consolidated financial statements in the Company's Fiscal 2015 10-K, the Company has financial covenants associated with its revolving credit facility. At September 30, 2015, the Company was in compliance with each financial covenant.

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

6. REVENUE

Revenue is comprised of the following:

	For The Three Months Ended	
	September 30, 2015	September 30, 2014
	(Amounts in thousands)	
Stream interests	\$ 37,857	\$ 19,657
Royalty interests	36,199	49,369
Total revenue	<u>\$ 74,056</u>	<u>\$ 69,026</u>

7. STOCK-BASED COMPENSATION

The Company recognized stock-based compensation expense as follows:

	For The Three Months Ended	
	September 30, 2015	September 30, 2014
	(Amounts in thousands)	
Stock options	\$ 109	\$ 112
Stock appreciation rights	392	355
Restricted stock	1,370	1,170
Performance stock	2,356	812
Total stock-based compensation expense	<u>\$ 4,227</u>	<u>\$ 2,449</u>

Stock-based compensation expense is included within general and administrative in the consolidated statements of operations and comprehensive income.

During the three months ended September 30, 2015 and 2014, the Company granted the following stock-based compensation awards:

	For The Three Months Ended	
	September 30, 2015	September 30, 2014
	(Number of shares)	
Stock options	24,312	19,760
Stock appreciation rights	97,817	87,890
Restricted stock	72,062	55,589
Performance stock	47,297	46,800
Total equity awards granted	<u>241,488</u>	<u>210,039</u>

As of September 30, 2015, unrecognized compensation expense (expressed in thousands below) and weighted-average vesting period for each of our stock-based compensation awards was as follows:

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

	Unrecognized compensation expense	Weighted- average vesting period (years)
Stock options	\$ 831	2.2
Stock appreciation rights	3,085	2.2
Restricted stock	7,450	3.4
Performance stock	4,707	1.3

8. EARNINGS PER SHARE (“EPS”)

Basic earnings (loss) per common share were computed using the weighted average number of shares of common stock outstanding during the period, considering the effect of participating securities. Unvested stock-based compensation awards that contain non-forfeitable rights to dividends or dividend equivalents are considered participating securities and are included in the computation of earnings per share pursuant to the two-class method. The Company’s unvested restricted stock awards contain non-forfeitable dividend rights and participate equally with common stock with respect to dividends issued or declared. The Company’s unexercised stock options, unexercised SSARs and unvested performance stock do not contain rights to dividends. Under the two-class method, the earnings (loss) used to determine basic earnings (loss) per common share are reduced by an amount allocated to participating securities. Use of the two-class method has an immaterial impact on the calculation of basic and diluted earnings (loss) per common share.

The following tables summarize the effects of dilutive securities on diluted EPS for the period:

	For The Three Months Ended	
	September 30, 2015	September 30, 2014
	(in thousands, except per share data)	
Net (loss) income available to Royal Gold common stockholders	\$ (45,046)	\$ 18,680
Weighted-average shares for basic EPS	65,048,439	64,962,883
Effect of other dilutive securities	—	144,598
Weighted-average shares for diluted EPS	65,048,439	65,107,481
Basic (loss) earnings per share	\$ (0.69)	\$ 0.29
Diluted (loss) earnings per share	\$ (0.69)	\$ 0.29

The calculation of weighted average shares includes all of our outstanding common stock. The Company intends to settle the principal amount of the 2019 Notes in cash. As a result, there will be no impact to diluted earnings per share unless the share price of the Company’s common stock exceeds the conversion price of \$105.31.

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

9. INCOME TAXES

	For The Three Months Ended	
	September 30, 2015	September 30, 2014
	(Amounts in thousands, except rate)	
Income tax expense	\$ 59,177	\$ 3,959
Effective tax rate	415.7%	17.3%

The increase in the effective tax rate for the three months ended September 30, 2015 is primarily related to the discrete tax impacts attributable to the Company's Andacollo transactions (Note 2) and the planned liquidation of our Chilean subsidiary.

As of September 30, 2015 and June 30, 2015, the Company had \$15.2 million and \$15.1 million of total gross unrecognized tax benefits, respectively. If recognized, these unrecognized tax benefits would positively impact the Company's effective income tax rate.

The Company's continuing practice is to recognize potential interest and/or penalties related to unrecognized tax benefits as part of its income tax expense. At September 30, 2015 and June 30, 2015, the amount of accrued income-tax-related interest and penalties was \$5.0 million and \$4.6 million, respectively.

10. SEGMENT INFORMATION

The Company manages its business under two reportable segments, consisting of the acquisition and management of royalty interests and the acquisition and management of stream interests. Royal Gold's long-lived assets (royalty and stream interests, net) are geographically distributed as shown in the following table:

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

As of September 30, 2015			
	Royalty interest	Stream interest	Total royalty and stream interests, net
Canada	\$ 245,229	\$ 917,049	\$ 1,162,278
Chile	453,629	383,966	\$ 837,595
Dominican Republic	—	610,367	\$ 610,367
Mexico	127,962	—	\$ 127,962
United States	109,772	—	\$ 109,772
Australia	48,330	—	\$ 48,330
Africa	12,748	55,191	\$ 67,939
Other	40,506	8,203	\$ 48,709
Total	\$ 1,038,176	\$ 1,974,776	\$ 3,012,952

As of June 30, 2015			
	Royalty interest	Stream interest	Total royalty and stream interests, net
Canada	\$ 251,688	\$ 823,091	\$ 1,074,779
Chile	653,019	—	\$ 653,019
Mexico	131,742	—	\$ 131,742
United States	110,286	—	\$ 110,286
Australia	50,119	—	\$ 50,119
Africa	12,760	—	\$ 12,760
Other	42,720	8,183	\$ 50,903
Total	\$ 1,252,334	\$ 831,274	\$ 2,083,608

The Company's revenue, cost of sales and net revenue by reportable segment for our three months ended September 30, 2015 and 2014, is geographically distributed as shown in the following table:

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

	For The Three Months Ended September 30, 2015		
	Revenue	Cost of sales	Net revenue
Royalties:			
Mexico	\$ 10,805	\$ —	\$ 10,805
Canada	10,401	—	10,401
United States	10,213	—	10,213
Australia	2,451	—	2,451
Africa	257	—	257
Other	2,072	—	2,072
Total royalties	\$ 36,199	\$ —	\$ 36,199
Streams:			
Canada	\$ 23,518	\$ 9,128	\$ 14,390
Chile	10,715	1,604	9,111
Africa	3,624	734	2,890
Total streams	\$ 37,857	\$ 11,466	\$ 26,391
Total royalties and streams	\$ 74,056	\$ 11,466	\$ 62,590

	For The Three Months Ended September 30, 2014		
	Revenue	Cost of sales	Net revenue
Royalties:			
Canada	\$ 11,326	\$ —	\$ 11,326
Chile	11,233	—	11,233
United States	11,183	—	11,183
Mexico	10,004	—	10,004
Australia	1,892	—	1,892
Africa	1,311	—	1,311
Other	2,420	—	2,420
Total royalties	\$ 49,369	\$ —	\$ 49,369
Streams:			
Canada	\$ 19,657	\$ 6,674	\$ 12,983
Total royalties and streams	\$ 69,026	\$ 6,674	\$ 62,352

11. FAIR VALUE MEASUREMENTS

FASB Accounting Standards Codification (ASC) 820, *Fair Value Measurements and Disclosures* (“ASC 820”) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under ASC 820 are described below:

Level 1: Quoted prices for identical instruments in active markets;

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets; and

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

Level 3: Prices or valuation techniques requiring inputs that are both significant to the fair value measurement and unobservable (supported by little or no market activity).

The following table sets forth the Company's financial assets measured at fair value on a recurring basis (at least annually) by level within the fair value hierarchy.

	At September 30, 2015				
	Carrying Amount	Total	Level 1	Level 2	Level 3
Assets (In thousands):					
Marketable equity securities ⁽¹⁾	\$ 5,824	\$ 5,824	\$ 5,824	\$ —	\$ —
Warrants ⁽²⁾	\$ 541	\$ 541	\$ —	\$ 541	\$ —
Total assets		\$ 6,365	\$ 5,824	\$ 541	\$ —
Liabilities (In thousands):					
Debt ⁽³⁾	\$ 401,780	\$ 354,094	\$ 354,094	\$ —	\$ —
Total liabilities		\$ 354,094	\$ 354,094	\$ —	\$ —

⁽¹⁾ Included in *Available for sale securities* on the Company's consolidated balance sheets.

⁽²⁾ Included in *Other assets* on the Company's consolidated balance sheets.

⁽³⁾ Included in the carrying amount is the equity component of our 2019 Notes in the amount of \$77 million, which is included within *Additional paid-in capital* on the Company's consolidated balance sheets.

The Company's marketable equity securities classified within Level 1 of the fair value hierarchy are valued using quoted market prices in active markets. The fair value of the Level 1 marketable equity securities is calculated as the quoted market price of the marketable equity security multiplied by the quantity of shares held by the Company. The Company's debt classified within Level 1 of the fair value hierarchy is valued using quoted prices in an active market. During the three months ended September 30, 2015, the warrants issued by Golden Star (Note 2) were added to the Level 2 fair value hierarchy.

As of September 30, 2015, the Company also had assets that, under certain conditions, are subject to measurement at fair value on a non-recurring basis like those associated with royalty and stream interests, intangible assets and other long-lived assets. For these assets, measurement at fair value in periods subsequent to their initial recognition is applicable if any of these assets are determined to be impaired. If recognition of these assets at their fair value becomes necessary, such measurements will be determined utilizing Level 3 inputs.

12. COMMITMENTS AND CONTINGENCIES

Rainy River Gold and Silver Stream Acquisition

As of September 30, 2015, the Company has a remaining commitment, subject to certain conditions, of \$75.0 million as part of its Rainy River gold and silver stream acquisition in August 2015 (Note 2).

Wassa, Bogoso and Prestea Gold Stream Acquisition

As of September 30, 2015, the Company has a remaining commitment, subject to certain conditions, of \$75.0 million as part of its Wassa, Bogoso and Prestea gold stream acquisition in July 2015 (Note 2).

ROYAL GOLD, INC.
Notes to Consolidated Financial Statements
(Unaudited)

Ilovo Gold Stream Acquisition

As of September 30, 2015, the Company has a remaining commitment, subject to certain conditions, of \$167.5 million as part of its Ilovo gold stream acquisition in October 2014.

Voisey's Bay

The Company indirectly owns a royalty on the Voisey's Bay mine in Newfoundland and Labrador owned by Vale Newfoundland & Labrador Limited ("VNL"). The royalty is directly owned by the Labrador Nickel Royalty Limited Partnership ("LNRLP"), in which the Company's wholly-owned indirect subsidiary, Canadian Minerals Partnership, is the general partner and 89.99% owner. The remaining interests in LNRLP are owned by Altius Investments Ltd. (10%), a company unrelated to Royal Gold, and the Company's wholly-owned indirect subsidiary, Voisey's Bay Holding Corporation (0.01%).

On December 5, 2014, LNRLP filed amendments to its October 16, 2009 Statement of Claim in the Supreme Court of Newfoundland and Labrador Trial Division against Vale Inco Limited, now known as Vale Canada Limited ("Vale Canada") and its wholly-owned subsidiaries, Vale Inco Atlantic Sales Limited and VNL, related to calculation of the NSR on the sale of concentrates, including nickel concentrates, from the Voisey's Bay mine. LNRLP asserts that the defendants have incorrectly calculated the NSR since production at Voisey's Bay began in late 2005, have indicated an intention to calculate the NSR in a manner LNRLP believes will violate the royalty agreement when Voisey's Bay concentrates are processed at Vale's new Long Harbour processing facility, and have breached their contractual duties of good faith and honest performance in several ways. LNRLP requests an order in respect of the correct calculation of future payments, and unspecified damages for non-payment and underpayment of past royalties to the date of the claim, together with additional damages until the date of trial, interest, costs and other damages. The litigation is in the discovery phase.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

General

This Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to provide information to assist you in better understanding and evaluating our financial condition and results of operations. Royal Gold, Inc. ("Royal Gold", the "Company", "we", "us", or "our"), recommends that you read this MD&A in conjunction with our consolidated financial statements included in Item 1 of this Quarterly Report on Form 10-Q, as well as our Annual Report on Form 10-K for the fiscal year ended June 30, 2015 filed with the Securities and Exchange Commission (the "SEC") on August 6, 2015 (the "Fiscal 2015 10-K").

This MD&A contains forward-looking information. You should review our important note about forward-looking statements following this MD&A.

We refer to "GSR," "NSR," "metal stream" and other types of royalty or similar interests throughout this MD&A. These terms are defined in our Fiscal 2015 10-K.

Overview

Royal Gold, together with its subsidiaries, is engaged in the business of acquiring and managing precious metals royalties, metal streams, and similar interests. Royalties are non-operating interests in mining projects that provide the right to revenue or metals produced from the project after deducting specified costs, if any. A metal stream is a purchase agreement that provides, in exchange for an upfront deposit payment, the right to purchase all or a portion of one or more metals produced from a mine, at a price determined for the life of the transaction by the purchase agreement. We seek to acquire existing royalty and stream interests or to finance projects that are in production or in the development stage in exchange for royalty or stream interests. In the ordinary course of business, we engage in a continual review of opportunities to acquire existing royalty and stream interests, establishing new streams on operating mines, to create new royalty and stream interests through the financing of mine development or exploration, or to acquire companies that hold royalty and stream interests. We currently, and generally at any time, have acquisition opportunities in various stages of active review, including, for example, our engagement of consultants and advisors to analyze particular opportunities, analysis of technical, financial and other confidential information, submission of indications of interest, participation in preliminary discussions and negotiations and involvement as a bidder in competitive processes.

As of September 30, 2015, the Company owned stream interests on five producing properties and two development stage properties and owned royalty interests on 34 producing properties, 22 development stage properties and 135 exploration stage properties, of which the Company considers 48 to be evaluation stage projects. The Company uses "evaluation stage" to describe exploration stage properties that contain mineralized material and on which operators are engaged in the search for reserves. We do not conduct mining operations on the properties in which we hold royalty and streaming interests, and except for our interest in the Peak Gold, LLC, we are not required to contribute to capital costs, exploration costs, environmental costs or other operating costs on those properties. During the three months ended September 30, 2015, we focused on the management of our existing royalty and stream interests and the acquisition of additional royalty and stream interests.

Our financial results are primarily tied to the price of gold and, to a lesser extent, the price of silver, copper and nickel, together with the amounts of production from our producing stage royalty and stream interests. The price of gold, silver, copper, nickel and other metals has fluctuated widely in recent years and most recently has experienced declines from highs experienced in the first half of our fiscal year 2013. The marketability and the price of metals are influenced by numerous factors beyond the control of

the Company and significant declines in the price of gold, silver, copper or nickel could have a material and adverse effect on the Company's results of operations and financial condition.

For the three months ended September 30, 2015 and 2014, gold, silver, copper and nickel price averages and percentage of revenue by metal were as follows:

Metal	Three Months Ended			
	September 30, 2015		September 30, 2014	
	Average Price	Percentage of Revenue	Average Price	Percentage of Revenue
Gold (\$/ounce)	\$ 1,124	81%	\$ 1,282	76%
Silver (\$/ounce)	\$ 14.91	3%	\$ 19.76	4%
Copper (\$/pound)	\$ 2.39	5%	\$ 3.17	10%
Nickel (\$/pound)	\$ 4.79	7%	\$ 8.43	4%
Other	N/A	4%	N/A	6%

Recent Business Developments

Acquisition of Gold and Silver Stream at Pueblo Viejo

On September 29, 2015, RGLD Gold AG ("RGLD Gold"), a wholly-owned subsidiary of the Company, closed its previously announced Precious Metals Purchase and Sale Agreement with Barrick Gold Corporation ("Barrick") and its wholly-owned subsidiary, BGC Holdings Ltd. ("BGC") for a percentage of the gold and silver production attributable to Barrick's 60% interest in the Pueblo Viejo mine located in the Dominican Republic. Pursuant to the Precious Metals Purchase and Sale Agreement, RGLD Gold made a single advance payment of \$610 million to BGC as part of the closing. The transaction is effective as of July 1, 2015 for the gold stream and January 1, 2016 for the silver stream.

BGC will deliver gold to RGLD Gold in amounts equal to 7.50% of Barrick's interest in the gold produced at the Pueblo Viejo mine from July 1, 2015 until 990,000 ounces of gold have been delivered, and 3.75% of Barrick's interest in gold produced thereafter. RGLD Gold will pay BGC 30% of the spot price per ounce of gold delivered until 550,000 ounces of gold have been delivered, and 60% of the spot price per ounce delivered thereafter. RGLD Gold expects to receive its first delivery of gold from Pueblo Viejo on December 15, 2015, for gold production during the period July 1, 2015 to November 30, 2015. Barrick informed RGLD Gold that the first delivery will include approximately 8,900 ounces relating to July and August 2015 production, in addition to delivery of gold for production during the period including September through November 2015.

BGC will deliver silver to RGLD Gold in amounts equal to 75% of Barrick's interest in the silver produced at the Pueblo Viejo mine beginning on January 1, 2016 until 50.00 million ounces of silver have been delivered, and 37.50% of Barrick's interest in silver produced thereafter. RGLD Gold will pay BGC 30% of the spot price per ounce of silver delivered until 23.10 million ounces of silver have been delivered, and 60% of the spot price per ounce of silver delivered thereafter.

The Pueblo Viejo mine is an open-pit mining operation located approximately 60 miles northwest of Santo Domingo, in the Dominican Republic, and is owned by a joint venture in which Barrick owns a 60% interest and is responsible for operations, and in which Goldcorp Inc. ("Goldcorp") owns a 40% interest. The mine began production in 2013. Barrick reported calendar 2014 production, on a 100% basis, of 1.11 million ounces of gold and 3.85 million ounces of silver, with all-in sustaining costs of \$588 per ounce of gold. Barrick also reported proven and probable gold reserves attributable to Barrick of 9.3 million contained ounces at 3.30 grams per tonne, and attributable proven and probable silver

reserves of 58.3 million contained ounces grading 20.7 grams per tonne, in each case as of December 31, 2014.

Acquisition of Gold Stream on Wassa, Bogoso and Prestea

On July 28, 2015, RGLD Gold closed its previously announced \$130 million gold stream transaction with a wholly-owned subsidiary of Golden Star Resources Ltd. (together “Golden Star”), pursuant to which RGLD Gold will advance financing to Golden Star, subject to certain conditions, for development projects at certain mines in Ghana, and in return for which Golden Star will sell and deliver gold to RGLD Gold.

Also on July 28, 2015 and separate from the stream transaction, the Company also funded a previously announced \$20 million, 4-year term loan to Golden Star and received warrants to purchase 5 million shares of Golden Star common stock. Interest under the term loan will be due quarterly at a rate equal to 62.5% of the average daily gold price for the relevant quarter divided by 10,000, but not to exceed 11.5%. The warrants have a term of four years and an exercise price of \$0.27.

Pursuant to the stream transaction and subject to certain conditions, RGLD Gold will make \$130 million in advance payments to Golden Star in stages, including the \$40 million upfront payment made in connection with closing, \$15 million paid in September 2015, and the balance on a pro rata basis with spending on the Wassa and Prestea underground projects, which RGLD Gold expects to make in four quarterly payments as follows: (i) \$30 million on December 1, 2015, and (ii) \$15 million on each of March 1, 2016, June 1, 2016 and September 1, 2016. Golden Star will deliver to RGLD Gold 8.5% of gold produced from the Wassa, Bogoso and Prestea projects, until 185,000 ounces have been delivered, 5.0% until an additional 22,500 ounces have been delivered, and 3.0% thereafter. RGLD Gold will pay Golden Star a cash price equal to 20% of the spot price for each ounce delivered at the time of delivery until 207,500 ounces have been delivered, which cash price shall increase to 30% of the spot price for each ounce delivered thereafter. RGLD Gold sold approximately 3,200 ounces of gold delivered from Golden Star during the quarter ended September 30, 2015, and has approximately 3,100 ounces of gold remaining in inventory as of such date.

The Wassa mine is located approximately 90 miles west of Accra and has operated continuously since 2005. Golden Star forecasts calendar 2015 production of 113,000 ounces of gold from the single Wassa open pit. Open pit proven and probable reserves are 831,000 ounces at 1.39 grams per tonne. RGLD Gold’s investment will fund development of the Wassa underground deposit, which has 746,000 ounces of proven and probable gold reserves at 4.27 grams per tonne. Once the underground deposit is in production, Golden Star expects average annual gold production of 150,000 ounces of gold over the life of mine from the combined open pit and underground at Wassa.

Bogoso and Prestea are located approximately 125 miles west of Accra and have produced over 9 million ounces from both open pit and underground sources over the last 100 years. Underground development at Prestea is already well advanced and Golden Star plans to modify the Bogoso plant to process Prestea material. Golden Star expects to spend \$40 million of capital investment on Prestea, which includes hoist and shaft upgrades, electrical infrastructure, ventilation and a process plant upgrade. Once in full production, Golden Star expects annual production of approximately 75,000 ounces from Prestea, with estimated life of mine production of 322,000 ounces. Golden Star forecasts underground gold production from the Wassa and Prestea mines by the second quarter of calendar 2016 and early calendar 2017, respectively.

Acquisition of Gold and Silver Stream at Rainy River

On July 20, 2015, RGLD Gold entered into a \$175 million Purchase and Sale Agreement with New Gold, Inc. (“New Gold”), for a percentage of the gold and silver production from the Rainy River Project located in Ontario, Canada (“Rainy River”). Pursuant to the Purchase and Sale Agreement, RGLD Gold will make two advance payments to New Gold, consisting of \$100 million, which was paid at closing on July 20, 2015, and \$75 million once capital spending at Rainy River is 60% complete (currently expected by mid-calendar 2016). Also under the Purchase and Sale Agreement, New Gold will deliver to RGLD Gold 6.50% of the gold produced at Rainy River until 230,000 gold ounces have been delivered, and 3.25% thereafter. New Gold also will deliver 60% of the silver produced at Rainy River until 3.10 million silver ounces have been delivered, and 30% thereafter. RGLD Gold will pay New Gold 25% of the spot price per ounce of gold and silver at the time of delivery.

The Rainy River Project is located approximately 40 miles northwest of Fort Frances in western Ontario, Canada. Over its first nine years of full production, the 21,000 tonne per day, combined open pit-underground operation is scheduled to produce an average of 325,000 ounces of gold per year. Permits to begin major earthworks construction are in place, and, as of mid-calendar 2015, detailed engineering is 95% complete and 14% of the total development capital estimate of \$877 million has been spent. Rainy River has an estimated fourteen year mine life based on current reserves and is projected by New Gold to start-up in mid-calendar 2017.

Acquisition of an Additional Gold Royalty Interest at Pascua-Lama

On July 10, 2015, the Company entered into an assignment of rights agreement with a private Chilean citizen whereby Royal Gold acquired an additional 0.22% NSR sliding-scale royalty interest on the Pascua-Lama project, which is owned and operated by Barrick and located on the border between Argentina and Chile. The Company paid \$8.0 million for the additional interest at closing and will pay an additional \$2.0 million if the project comes into production by the end of calendar 2018 or an additional \$1.0 million if the project enters production in calendar 2019. Upon the July 10, 2015 closing, Royal Gold’s total gold NSR royalty interest in the Pascua-Lama project increased to 5.45% at gold prices above \$800 per ounce, while the additional gold equivalent royalty on proceeds from copper produced from the Chilean portion of the project, increased to 1.09%.

Acquisition of Gold Stream at Carmen de Andacollo

On July 9, 2015, RGLD Gold entered into a Long Term Offtake Agreement (the “Andacollo Stream Agreement”) with Compañía Minera Teck Carmen de Andacollo (“CMCA”), a 90% owned subsidiary of Teck Resources Limited (“Teck”). Pursuant to the Andacollo Stream Agreement, CMCA will sell and deliver to RGLD Gold 100% of payable gold from the Carmen de Andacollo (“Andacollo”) copper-gold mine until 900,000 ounces have been delivered, and 50% thereafter, subject to a fixed payable percentage of 89%. RGLD Gold made a \$525 million advance payment in cash to CMCA upon entry into the Andacollo Stream Agreement, and RGLD Gold will also pay CMCA 15% of the monthly average gold price for the month preceding the delivery date for all gold purchased under the Andacollo Stream Agreement.

The transaction will encompass certain of CMCA’s presently owned mining concessions on the Andacollo mine, as well as any other mining concessions presently owned or acquired by CMCA or any of its affiliates within a 1.5 kilometer area of interest, and certain other mining concessions that CMCA or its affiliates may acquire. The Andacollo Stream Agreement is effective as of July 1, 2015, and applies to all final settlements of gold received on or after that date. RGLD Gold sold approximately 9,500 ounces of gold delivered from CMCA during the quarter ended September 30, 2015, and has approximately 300 ounces of gold remaining in inventory as of such date.

Termination of Royalty Interest at Carmen de Andacollo

On July 9, 2015, Royal Gold Chile Limitada (“RG Chile”), a wholly owned subsidiary of the Company, entered into a Royalty Termination Agreement with CMCA. The Royalty Termination Agreement terminated an amended Royalty Agreement originally dated January 12, 2010, which provided RG Chile with a royalty equivalent to 75% of the gold produced from the sulfide portion of the Andacollo mine until 910,000 payable ounces have been produced, and 50% of the gold produced thereafter. CMCA paid total consideration of \$345 million to RG Chile in connection with the Royalty Termination Agreement. The royalty termination transaction will be taxable in Chile and the United States.

Principal Royalty and Stream Interests

The Company considers both historical and future potential revenues in determining which royalty and stream interests in our portfolio are principal to our business. Estimated future potential revenues from both producing and development properties are based on a number of factors, including reserves subject to our royalty and stream interests, production estimates, feasibility studies, metal price assumptions, mine life, legal status and other factors and assumptions, any of which could change and could cause the Company to conclude that one or more of such royalty and stream interests are no longer principal to our business. Our principal producing and development royalty and stream interests are listed alphabetically in the following tables.

Please refer to our Fiscal 2015 10-K for further discussion of our principal producing and development royalty and stream interests.

Principal Producing Properties

Mine	Location	Operator	Royalty or stream interests (Gold unless otherwise stated)
Andacollo	Region IV, Chile	Compañía Minera Teck Carmen de Andacollo	Gold stream - 100% of gold produced (until 900,000 ounces delivered; 50% thereafter)
Cortez	Nevada, USA	Barrick	GSR1: 0.40% to 5.0% sliding-scale GSR GSR2: 0.40% to 5.0% sliding-scale GSR GSR3: 0.71% GSR NVR1: 1.014% NVR; 0.618% NVR (Crossroads)
Holt	Ontario, Canada	St Andrew Goldfields Ltd. (“St Andrew”)	0.00013 x quarterly average gold price NSR
Mt. Milligan	British Columbia, Canada	Thompson Creek Metals Company Inc. (“Thompson Creek”)	Gold stream - 52.25% of payable gold
Peñasquito	Zacatecas, Mexico	Goldcorp	2.0% NSR (gold, silver, lead, zinc)
Pueblo Viejo ⁽¹⁾	Dominican Republic	Barrick (60%)	Gold stream - 7.5% of gold produced (until 990,000 ounces delivered; 3.75% thereafter) Silver stream - 75% of silver produced (until 50.0 million ounces delivered; 37.5% thereafter)
Voisey’s Bay	Newfoundland and Labrador, Canada	Vale Newfoundland & Labrador Limited (“Vale”)	2.7% NSR (nickel, copper, cobalt)
Wassa/Bogoso/Prestea ⁽¹⁾	Western Region of Ghana	Golden Star	Gold stream - 8.5% of gold produced (until 185,000 ounces delivered); 5.0% of gold produced (until an additional 22,500 ounces delivered; 3.0% thereafter)

- (1) The gold and silver stream at Pueblo Viejo and the gold stream at Wassa/Bogoso/Pretea were acquired during the three months ended September 30, 2015. Please refer to “Recent Business Developments” above for further discussion on these acquisitions.

Principal Development Properties

Mine	Location	Operator	Royalty or stream interests (Gold unless otherwise stated)
Rainy River ⁽¹⁾	Ontario, Canada	New Gold	Gold stream - 6.5% of gold produced (until 230,000 ounces delivered; 3.25% thereafter) Silver stream - 60% of silver produced (until 3.1 million ounces delivered; 30% thereafter)
Pascua-Lama ⁽¹⁾	Region III, Chile	Barrick	0.78% to 5.45% sliding-scale NSR 1.09% fixed rate royalty (copper)

- (1) The gold and silver stream at Rainy River and the additional royalty interest at Pascua-Lama were acquired during the three months ended September 30, 2015. Please refer to “Recent Business Developments” above for further discussion on these acquisitions.

Operators’ Production Estimates by Royalty and Stream Interest for Calendar 2015

We received annual production estimates from many of the operators of our producing mines during the first calendar quarter of 2015. The following table shows such production estimates for our principal producing properties for calendar 2015 as well as the actual production reported to us by the various operators through September 30, 2015. The estimates and production reports are prepared by the operators of the mining properties. We do not participate in the preparation or calculation of the operators’ estimates or production reports and have not independently assessed or verified the accuracy of such information. Please refer to “Property Developments” below within this MD&A for further discussion on any updates at our principal producing or development properties.

Operators’ Estimated and Actual Production by Royalty and Stream Interest for Calendar 2015 Principal Producing Properties For the period January 1, 2015 through September 30, 2015

Royalty/Stream	Calendar 2015 Operator’s Production Estimate ^{(1),(2)}			Calendar 2015 Operator’s Production Actual ^{(3),(4)}		
	Gold (oz.)	Silver (oz.)	Base Metals (lbs.)	Gold (oz.)	Silver (oz.)	Base Metals (lbs.)
Andacollo ⁽⁵⁾	52,200	—	—	33,600	—	—
Cortez GSR1	104,100	—	—	101,300	—	—
Cortez GSR2	27,900	—	—	30,400	—	—
Cortez GSR3	132,000	—	—	131,700	—	—
Cortez NVR1	97,200	—	—	97,600	—	—
Holt	64,000	—	—	48,700	—	—
Mount Milligan ⁽⁶⁾	200,000-220,000	—	—	159,800	—	—
Penasquito ^{(7),(8)}	700,000-750,000	24-26 million	—	690,400	19.5 million	—
	Lead ^{(7),(8)}		175-185 million			133.4 million
	Zinc ^{(7),(8)}		400-415 million			299.5 million
Pueblo Viejo ⁽⁹⁾	625,000-675,000			438,000	—	—
Wassa/Bogoso/Pretea ⁽¹⁰⁾	205,000-215,000			170,300		

- (1) Production estimates received from our operators are for calendar 2015. There can be no assurance that production estimates received from our operators will be achieved. Please refer to our cautionary language regarding forward-looking statements following this MD&A, as

well as the Risk Factors identified in Part I, Item 1A, of our Fiscal 2015 10-K for information regarding factors that could affect actual results.

- (2) Vale did not release public production guidance for calendar 2015, thus estimated and actual production information for Voisey's Bay is not shown in the table.
- (3) Actual production figures shown are for the period January 1, 2015 through September 30, 2015, unless otherwise noted.
- (4) Actual production figures for Andacollo and Cortez are based on information provided to us by the operators, and actual production figures for Holt, Mount Milligan, Peñasquito (gold) and Wassa/Bogoso/Prestea are the operators' publicly reported figures.
- (5) The estimated and actual production figures shown for Andacollo are contained gold in concentrate.
- (6) The estimated and actual production figures shown for Mount Milligan are payable gold in concentrate.
- (7) The estimated gold and silver production figures reflect payable gold and silver in concentrate and doré, while the estimated lead and zinc production figures reflect payable metal in concentrate.
- (8) The actual gold production figure for gold reflects payable gold in concentrate and doré as reported by the operator. The actual production for silver, lead and zinc were not publicly available. The Company's royalty interest at Peñasquito includes gold, silver, lead and zinc.
- (9) The gold and silver stream at Pueblo Viejo was acquired during the quarter ended September 30, 2015 and the first gold delivery is expected in December 2015 for the period July 1 — November 30, 2015. Please refer to "Recent Business Developments" above for further information. The estimated and actual production figures shown are payable gold in doré and represent Barrick's 60% interest in Pueblo Viejo.
- (10) The gold stream at Wassa/Bogoso/Prestea was acquired during the quarter ended September 30, 2015. Please refer to "Recent Business Developments" above for further information. The estimated production figure shown is payable gold in doré.

Property Developments

The following information is provided by the operators of the property, either to Royal Gold or in various documents made publicly available.

Andacollo

In late September 2015, a major earthquake in Chile damaged Teck's ship loading facilities at the port of Coquimbo. Teck reported that production to-date has not been materially affected, but shipments of concentrate have been temporarily suspended through the port facility while the operator completes damage assessments and repairs. Alternate loading arrangements are being arranged. Teck reported that there was sufficient storage capacity at the port and mine site through to the end of October 2015.

Andacollo delivers gold to RGLD Gold within five business days following the end of the month in which final smelter settlement occurs. RGLD Gold typically sells gold ounces over a few weeks following physical receipt. Andacollo final settlements generally take five to six months from the bill-of-lading date. The difference in timing between Andacollo quarterly production and final smelter settlements may result in divergences of ounces reported by Teck and those reported by Royal Gold for future quarters.

Cortez

Production attributable to our royalty interest at Cortez decreased approximately 62% over the prior year quarter as mining moved into Cortez Hills, which is not subject to our royalty interest. Barrick has indicated that mining in calendar 2015 will include Cortez Hills, which is not subject to our interest, and Crossroads pre-stripping. Waste stripping in the Crossroads pit carried out during the first half of calendar 2015 has ended while dewatering wells were completed and started pumping in anticipation of additional stripping in calendar 2016. As a result, production subject to our interests is expected to be lower during the remainder of calendar 2015.

Holt

Production attributable to our royalty interest at Holt increased 10 % over the prior year quarter as a result of higher head grades due to stope sequencing and lower dilution. St Andrew reported Zone 4 contributed 80% of the ore and Zone 6 contributed the remainder of production at Holt. Throughput was similar to the previous two quarters and mill recoveries were at their expected level of 95%.

Mount Milligan

Thompson Creek reported production of 53,800 ounces of payable gold during the quarter, a decrease of 11% over the prior year quarter. Mill throughput averaged 44,077 tonnes per day for the quarter, a 9% increase over the prior year quarter, while grade was lower by 19%. Thompson Creek reported some challenges in further increasing mill throughput in the quarter due to issues with the SAG screen deck. Thompson Creek scheduled the installation of a second SAG discharge screen deck in October 2015, which they expect will allow them to increase throughput. Mill availability was impacted by scheduled shutdowns to complete maintenance on the primary crusher, reline the ball mills and to perform the annual inspection of the SAG mill motor. Gold recoveries were slightly lower during the quarter, averaging 67.3%.

Thompson Creek delivers gold to RGLD Gold within two business days of receipt of final smelter settlement proceeds and RGLD Gold typically sells gold ounces over a few weeks following physical receipt. Mount Milligan final settlements generally take five months from the bill-of-lading date. The difference in timing between Mount Milligan quarterly production results and final smelter settlements may result in divergences of ounces reported by Thompson Creek and those reported by Royal Gold for each quarter.

Peñasquito

Gold, silver, lead and zinc production attributable to our royalty interest at Peñasquito increased approximately 58%, 12%, 19% and 39%, respectively. Production was driven primarily by higher gold grades in sulphide as a result of positive model reconciliation. As a result of continued strong performance, Goldcorp has stated they expect to exceed their production guidance of between 700,000 and 750,000 ounces. Peñasquito continued with the Metallurgical Enhancement Project (“MEP”) feasibility study which remains on schedule to be completed in early calendar 2016.

Phoenix Gold

On November 3, 2015, Rubicon Minerals Corporation (“Rubicon”) reported that they are moving to suspend underground activities at the Phoenix Gold Project while they enhance the geological model and develop a project implementation plan, which they expect in the second quarter of calendar 2016. The mill is currently operating and Rubicon reported that they have a stock pile of approximately 11,000 tonnes of mineralized material at a grade of approximately 4.0 grams per tonne that they expect to process in November 2015.

Voisey's Bay

Historically, Vale supplied us with Voisey's Bay nickel concentrate shipment data on a monthly basis, and copper concentrate shipment data on a quarterly basis. This data allowed us to estimate our Voisey's Bay quarterly royalty revenue for financial reporting purposes. We did not receive all of this data for the months relevant to the royalty payments due for the December 2014 and March 2015 quarters, and in April 2015 we announced our intention to recognize Voisey's Bay royalty revenue on a cash basis, or in the period in which actual payment information is received from Vale, beginning with the June 2015 quarter. Production attributable to our royalty interest at Voisey's Bay for the September 2015 quarter (from Vale's production during the June 2015 quarter) was 1.7 million pounds of copper and 37.8 million pounds of nickel.

Vale reported that it is processing a blend of nickel matte from its Indonesian operations and nickel concentrates from Voisey's Bay at its new Long Harbour hydrometallurgical plant, and that it will process only Voisey's Bay concentrate at Long Harbour by the end of calendar 2015 or early calendar 2016. We received the first two quarterly royalty payments relating to processing Voisey's Bay nickel concentrates at Long Harbour. In response to questions concerning Vale's determination of the Long Harbour smelter and refining charges deducted from actual proceeds to calculate the net smelter return royalty payable, Vale recently stated that the charges included "the cost of product sold, pre-operating costs, depreciation and cost of capital." Royal Gold strongly disagrees with Vale's determination that these charges are permissible deductions pursuant to the royalty agreement and is requesting further clarification of the basis for these charges while aggressively pursuing its legal remedies. See Note 12 to the consolidated financial statements for discussion of litigation between the Company and Vale.

Wassa, Bogoso and Prestea

Golden Star reported access decline development for the Wassa underground project in July 2015 and the completion of 382 meters through October 28, 2015. Production from development ore is expected in March 2016. Golden Star stated they are on track to meet production guidance of 110,000-115,000 ounces of gold at Wassa for calendar 2015.

At Prestea, mining permits were received for development of surface pits south of Prestea, which contained free milling ores with high gold recoveries, and production has been realized from this source during the quarter. Drilling continued during the quarter to extend the life of oxide ore mining beyond calendar 2016. Construction capital expenditure for the underground mine was approved during the third quarter of 2015 and work has commenced on procurement for long-lead electrical and winder upgrade components. Rehabilitation works are ongoing in 17 level and 24 level access development and in the Central Shaft. All rehabilitation works are on schedule for completion in the first quarter of 2016. Mechanical and electrical rehabilitation work is planned to be completed in the third quarter of 2016 whereupon development will commence. Pre-development of the resource will take place from the fourth quarter of 2016 to mid-2017. Stopping is expected to start in mid-2017, ramping up to 500 tonnes per day by the end of the 2017. The feasibility study is scheduled to be finalized in November 2015.

The processing of non-refractory tailings at Bogoso was suspended during the current quarter in order to make way for the processing of higher grade ore from the Prestea open pits at the Bogoso non-refractory plant. The Prestea open pits are now in operation, while the underground mine is currently in re-development. Stopping at Prestea is expected to start in mid-calendar 2017, ramping up to 500 tonnes per day by the end of calendar 2017. Golden Star stated they are on track to meet production guidance of 95,000-100,000 ounces of gold at Bogoso/Prestea for calendar 2015.

Golden Star delivers gold to RGLD Gold within five business days of the receipt of the final smelter settlement proceeds and RGLD Gold typically sells gold ounces over a few weeks following physical receipt. The difference in timing between Wassa, Bogoso and Prestea quarterly production results and final smelter settlements may result in divergences of ounces reported by Golden Star figures and those reported by Royal Gold for each quarter.

Results of Operations

Quarter Ended September 30, 2015, Compared to Quarter Ended September 30, 2014

For the quarter ended September 30, 2015, we recorded a net loss attributable to Royal Gold stockholders of \$45.0 million, or (\$0.69) per basic and diluted share, as compared to net income attributable to Royal Gold stockholders of \$18.7 million, or \$0.29 per basic and diluted share, for the quarter ended September 30, 2014. The decrease in our earnings per share was primarily attributable to an increase in tax expense due to the Company's termination of the Andacollo royalty interest, as discussed below, and the planned liquidation of our Chilean subsidiary of approximately \$56.0 million. This decrease was partially offset by an increase in our revenue, which is also discussed below. The effect of the tax expense attributable to the termination of the Andacollo royalty interest during the quarter ended September 30, 2015, was \$0.86 per share.

For the quarter ended September 30, 2015, we recognized total revenue of \$74.1 million, which is comprised of stream revenue of \$37.9 million and royalty revenue of \$36.2 million, at an average gold price of \$1,124 per ounce, an average silver price of \$14.91 per ounce, an average nickel price of \$4.79 per pound and an average copper price of \$2.39 per pound. This is compared to total revenue of \$69.0 million for the three months ended September 30, 2014, which was comprised of royalty revenue of \$49.4 million and stream revenue of \$19.7 million, at an average gold price of \$1,282 per ounce, an average silver price of \$19.76 per ounce, an average nickel price of \$8.43 per pound and an average copper price of \$3.17 per pound for the quarter ended September 30, 2014. Revenue and the corresponding production attributable to our royalty and stream interests for the quarter ended September 30, 2015 compared to the quarter ended September 30, 2014 is as follows:

Revenue and Reported Production Subject to Our Royalty and Stream Interests
Quarter Ended September 30, 2015 and 2014
(In thousands, except reported production ozs. and lbs.)

Royalty/Stream	Metal(s)	Three Months Ended September 30, 2015			Three Months Ended September 30, 2014		
		Revenue	Reported Production ⁽¹⁾		Revenue	Reported Production ⁽¹⁾	
Stream ⁽²⁾ :							
Mount Milligan	Gold	\$	23,465	21,000 oz.	\$	19,657	15,300 oz.
Andacollo ⁽³⁾	Gold	\$	10,716	9,500 oz.		N/A	N/A
Wassa/Bogoso/Pretea	Gold	\$	3,624	3,200 oz.		N/A	N/A
Other ⁽⁴⁾	Gold	\$	52	N/A		N/A	N/A
Royalty:							
Peñasquito		\$	8,046		\$	7,111	
	Gold			226,500 oz.			143,100 oz.
	Silver			7.3 Moz.			6.5 Moz.
	Lead			49.1 Mlbs.			41.3 Mlbs.
	Zinc			118.7 Mlbs.			85.4 Mlbs.
Voisey’s Bay		\$	5,444		\$	5,609	
	Nickel			37.8 Mlbs.			17.1 Mlbs.
	Copper			1.7 Mlbs.			22.0 Mlbs.
Holt	Gold	\$	2,678	16,300 oz.	\$	3,159	14,800
Cortez	Gold	\$	1,812	22,600 oz.	\$	4,734	59,500 oz.
Andacollo ⁽³⁾	Gold		N/A	N/A	\$	10,499	11,000 oz.
Other ⁽⁴⁾	Various	\$	18,219	N/A	\$	18,257	N/A
Total Revenue		\$	74,056		\$	69,026	

⁽¹⁾ Reported production relates to the amount of metal sales, subject to our royalty and stream interests, for the three months ended September 30, 2015 and 2014, as reported to us by the operators of the mines, and may differ from the operators' public reporting.

⁽²⁾ Refer to "Property Developments" above for further discussion on our principal stream interests. Our streams at Andacollo and Wassa/Bogoso/Pretea were acquired during the quarter ended September 30, 2015.

⁽³⁾ Refer to "Recent Business Developments" above for further discussion on the recent Andacollo royalty sale and Andacollo gold stream acquisition.

⁽⁴⁾ Individually, no stream or royalty included within the "Other" category contributed greater than 5% of our total revenue for either period.

The increase in our total revenue for the quarter ended September 30, 2015, compared with the quarter ended September 30, 2014, resulted primarily from an increase in our stream revenue, which was a result of increased production at Mount Milligan and new production from our streams at Andacollo and Golden Star. Gold ounces purchased and sold during the three months ended September 30, 2015, and gold ounces in inventory as of September 30, 2015, for our streaming interests was as follows:

Stream	Three months ended September 30, 2015			As of September 30, 2015
	Gold ounces purchased	Gold ounces sold	Average realized gold price/ounce	Gold ounces in inventory
Mount Milligan	23,783	20,956	\$ 1,120	8,084
Andacollo	9,788	9,513	\$ 1,126	275
Wassa/Bogoso/Prestea	6,335	3,242	\$ 1,118	3,094
Phoenix Gold	75	47	\$ 1,133	28
Total	39,981	33,758	\$ 1,121	11,481

Our royalty revenue decreased during the quarter ended September 30, 2015, compared with the quarter ended September 30, 2014, due to decreases in the average gold, silver, copper and nickel prices and due to a production decrease at Cortez and the recent sale of the Andacollo royalty. These decreases were partially offset by increased production at Peñasquito. Please refer to “Recent Business Developments” and “Property Developments” earlier within this MD&A for further discussion on any recent developments regarding properties covered by certain of our royalty and stream interests.

Cost of sales were approximately \$11.5 million for the three months ended September 30, 2015, compared to \$6.7 million for the three months ended September 30, 2014. The increase is primarily attributable to an increase in production at Mount Milligan and new stream production at Andacollo and Wassa/Bogoso/Prestea. Cost of sales is specific to our stream agreements and is the result of RGLD Gold’s purchase of gold for a cash payment. For Mount Milligan the cash payment is the lesser of \$435 per ounce, or the prevailing market price of gold when purchased, while the cash payment for our other streams is a set contractual percentage of the gold or silver spot price near the date of metal delivery.

General and administrative expenses increased to \$9.5 million for the three months ended September 30, 2015, from \$7.1 million for the three months ended September 30, 2014. The increase was primarily due to an increase in non-cash stock based compensation expense as a result of management’s change in estimate for the number of performance shares that are expected to vest in future periods.

Depreciation, depletion and amortization increased to \$27.1 million for the quarter ended September 30, 2015, from \$22.2 million for the quarter ended September 30, 2014. The increase was primarily attributable to the ramp-up in production at Mount Milligan, new production from the recently acquired stream at Wassa/Bogoso/Prestea and additional production from Andacollo as a result of the recently acquired gold stream.

During the quarter ended September 30, 2015, we recognized an income tax expense totaling \$59.2 million compared with income tax expense of \$4.0 million during the quarter ended September 30, 2014. This resulted in an effective tax rate of 415.7% in the current period, compared with 17.3% in the quarter ended September 30, 2014. The increase in the effective tax rate for the three months ended September 30, 2015 is primarily related to the discrete tax impacts attributable to the Company’s Andacollo transactions and the planned liquidation of our Chilean subsidiary. Excluding the discrete item related to the termination of the Andacollo royalty interest, our effective tax rate for the period would have been 22.2%. Refer to “Recent Business Developments” above for further discussion on the Company’s termination of our royalty interest at Andacollo. For a complete discussion of the factors that influence our effective tax rate, refer to Note 11 to the notes to consolidated financial statements in the Company’s Fiscal 2015 10-K.

Liquidity and Capital Resources

Overview

At September 30, 2015, we had current assets of \$152.3 million compared to current liabilities of \$27.1 million for a current ratio of 6 to 1. This compares to current assets of \$790.8 million and current liabilities of \$25.0 million at June 30, 2015, resulting in a current ratio of approximately 32 to 1. The decrease in our current ratio was primarily attributable to a decrease in our cash and equivalents as a result of the recent royalty and stream acquisitions during the current period, as discussed earlier under “Recent Business Developments.” Please refer to “Summary of Cash Flows” below for further discussion on changes to our cash and equivalents during the period.

During the quarter ended September 30, 2015, liquidity needs were met from \$74.1 million in revenue, our available cash resources, and borrowings under our revolving credit facility. As of September 30, 2015, the Company had \$300 million available and \$350 million outstanding under its revolving credit facility. The Company was in compliance with each financial covenant as of September 30, 2015. Refer to Note 5 of our notes to consolidated financial statements for further discussion on our debt.

Working capital totaled approximately \$125.2 million at September 30, 2015. When combined with the \$300 million of availability under our revolving credit facility, total liquidity at September 30, 2015, was \$425.2 million. As discussed above under “Recent Business Developments”, the Company entered into several new significant transactions that, when added to existing firm commitments, totaled approximately \$72.5 million in anticipated capital expenditures for the remainder of fiscal year 2016. The Company plans to fund these commitments with its existing liquidity plus cash flow from operations. Cash flow from operations was \$2.5 million for the three months ended September 30, 2015, which considers the effects of approximately \$47.7 million of total cash taxes related to the termination of the Andacollo royalty. Operating cash flow is expected to increase during the remainder of fiscal year 2016 (assuming similar gold prices) as three of the new transactions are expected to deliver incremental operating cash flow during fiscal year 2016.

We believe that our current financial resources and funds generated from operations will be adequate to cover anticipated expenditures for debt service, general and administrative expense costs and capital expenditures for the foreseeable future. Our current financial resources are also available to fund dividends and for acquisitions of royalty and stream interests, including the remaining conditional commitments incurred in connection with the Ilovica, Golden Star and Rainy River stream acquisitions and the Peak Gold joint venture. Our long-term capital requirements are primarily affected by our ongoing acquisition activities. The Company currently, and generally at any time, has acquisition opportunities in various stages of active review. In the event of one or more substantial royalty and stream interest or other acquisitions, we may seek additional debt or equity financing as necessary.

Please refer to our risk factors included in Part 1, Item 1A of our Fiscal 2015 10-K for a discussion of certain risks that may impact the Company’s liquidity and capital resources.

Summary of Cash Flows

Operating Activities

Net cash provided by operating activities totaled \$2.5 million for the three months ended September 30, 2015, compared to \$52.5 million for the three months ended September 30, 2014. The decrease was primarily due to an increase in income taxes paid of \$56.1 million. This decrease was partially offset by an increase in proceeds received from our royalty and streaming interests, net of production taxes and cost of sales.

Investing Activities

Net cash used in investing activities totaled \$976.1 million for the three months ended September 30, 2015, compared to cash used in investing activities of \$6.3 million for the three months ended September 30, 2014. The increase in cash used in investing activities is primarily due to an increase in acquisitions of royalty and stream interests in mineral properties (primarily Pueblo Viejo and Andacollo stream acquisition) compared to the prior year quarter. Refer to “Recent Business Developments” above for further discussion on our recently acquired streams.

Financing Activities

Net cash provided by financing activities totaled \$335.1 million for the three months ended September 30, 2015, compared to cash used in financing activities of \$14.2 million for the three months ended September 30, 2014. The increase in cash provided by financing activities is primarily due to the Company’s \$350 million borrowing under its revolving credit facility to fund stream acquisitions during the current period. Refer to “Recent Business Developments” above for further discussion on our recently acquired streams.

Recently Adopted Accounting Standards

There were no new accounting standards adopted during the three months ended September 30, 2015.

Critical Accounting Policies

Asset Impairment

We evaluate long-lived assets for impairment whenever events or changes in circumstances indicate that the related carrying amounts of an asset or group of assets may not be recoverable. The recoverability of the carrying value of royalty and stream interests in production and development stage mineral properties is evaluated based upon estimated future undiscounted net cash flows from each royalty and stream interest property using estimates of proven and probable reserves and other relevant information received from the operators. We evaluate the recoverability of the carrying value of royalty interests in exploration stage mineral properties in the event of significant decreases in the price of gold, silver, copper, nickel and other metals, and whenever new information regarding the mineral properties is obtained from the operator indicating that production will not likely occur or may be reduced in the future, thus affecting the future recoverability of our royalty interests. Impairments in the carrying value of each property are measured and recorded to the extent that the carrying value in each property exceeds its estimated fair value, which is generally calculated using estimated future discounted cash flows.

Our estimates of gold, silver, copper, nickel and other metal prices, operators’ estimates of proven and probable reserves related to our royalty or streaming properties, and operators’ estimates of operating, capital and reclamation costs are subject to certain risks and uncertainties which may affect the recoverability of our investment in these royalty and stream interests in mineral properties. Although we have made our best assessment of these factors based on current market conditions, it is possible that changes could occur, which could adversely affect the net cash flows expected to be generated from these royalty and stream interests.

Forward-Looking Statements

Cautionary “Safe Harbor” Statement under the Private Securities Litigation Reform Act of 1995: With the exception of historical matters, the matters discussed in this Quarterly Report on Form 10-Q are forward-looking statements that involve risks and uncertainties that could cause actual results to differ materially from projections or estimates contained herein. Such forward-looking statements include, without limitation, statements regarding projected production estimates and estimates pertaining to timing and commencement of production from the operators of properties where we hold royalty and stream interests; effective tax rate estimates; the adequacy of financial resources and funds to cover anticipated expenditures for general and administrative expenses as well as costs associated with exploration and business development and capital expenditures, and our expectation that substantially all our revenues will be derived from royalty and stream interests. Words such as “may,” “could,” “should,” “would,” “believe,” “estimate,” “expect,” “anticipate,” “plan,” “forecast,” “potential,” “intend,” “continue,” “project” and variations of these words, comparable words and similar expressions generally indicate forward-looking statements, which speak only as of the date the statement is made. Do not unduly rely on forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements. Factors that could cause actual results to differ materially from these forward-looking statements include, among others:

- a continued low price environment for gold and other metals prices on which our royalty and stream interests are paid or a continued low price environment for the primary metals mined at properties where we hold royalty and stream interests;
- the production at or performance of properties where we hold royalty and stream interests;
- the ability of operators to bring projects, particularly development stage properties, into production on schedule or operate in accordance with feasibility studies;
- challenges to mining, processing and related permits and licenses, or to applications for permits and licenses, by or on behalf of indigenous populations, non-governmental organizations or other third parties;
- liquidity or other problems our operators may encounter, including shortfalls in the financing required to complete construction and a bring a mine into production;
- decisions and activities of the operators of properties where we hold royalty and stream interests;
- hazards and risks at the properties where we hold royalty and stream interests that are normally associated with developing and mining properties, including unanticipated grade and geological, metallurgical, processing or other problems, mine operating and ore processing facility problems, pit wall or tailings dam failures, industrial accidents, environmental hazards and natural catastrophes such as floods or earthquakes and access to raw materials, water and power;
- changes in operators’ mining, processing and treatment techniques, which may change the production of minerals subject to our royalty and stream interests;
- changes in the methodology employed by our operators to calculate our royalty and stream interests in accordance with the agreements that govern them;
- changes in project parameters as plans of the operators of properties where we hold royalty and stream interests are refined;
- decreases in estimates of reserves and mineralization by the operators of properties where we hold royalty and stream interests;

- contests to our royalty and stream interests and title and other defects to the properties where we hold royalty and stream interests;
- adverse effects on market demand for commodities, the availability of financing, and other effects from adverse economic and market conditions;
- future financial needs of the Company and the operators;
- federal, state and foreign legislation governing us or the operators of properties where we hold royalty and stream interests;
- the availability of royalty and stream interests for acquisition or other acquisition opportunities and the availability of debt or equity financing necessary to complete such acquisitions;
- our ability to make accurate assumptions regarding the valuation, timing and amount of revenue to be derived from our royalty and stream interests when evaluating acquisitions;
- risks associated with conducting business in foreign countries, including application of foreign laws to contract and other disputes, validity of security interests, environmental, governmental consents for granting interests in exploration and exploration licenses, real estate, contract and permitting laws, currency fluctuations, expropriation of property, repatriation of earnings, taxation, price controls, inflation, import and export regulations, community unrest and labor disputes, endemic health issues, corruption, enforcement and uncertain political and economic environments;
- changes in laws governing us, the properties where we hold royalty and stream interests or the operators of such properties;
- risks associated with issuances of additional common stock or incurrence of indebtedness in connection with acquisitions or otherwise including risks associated with the issuance and conversion of convertible notes;
- acquisition and maintenance of permits and authorizations, completion of construction and commencement and continuation of production at the properties where we hold royalty and stream interests;
- changes in management and key employees; and
- failure to complete future acquisitions;

as well as other factors described elsewhere in this report and our other reports filed with the SEC. Most of these factors are beyond our ability to predict or control. Future events and actual results could differ materially from those set forth in, contemplated by or underlying the forward-looking statements. Forward-looking statements speak only as of the date on which they are made. We disclaim any obligation to update any forward-looking statements made herein, except as required by law. Readers are cautioned not to put undue reliance on forward-looking statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our earnings and cash flows are significantly impacted by changes in the market price of gold and other metals. Gold, silver, copper, nickel and other metal prices can fluctuate significantly and are affected by numerous factors, such as demand, production levels, economic policies of central banks, producer hedging, world political and economic events and the strength of the U.S. dollar relative to other currencies. Please see “*Volatility in gold, silver, copper, nickel and other metal prices may have an adverse impact on the value of our royalty and stream interests and may reduce our revenues. Certain*

contracts governing our royalty and stream interests have features that may amplify the negative effects of a drop in metals prices,” under Part I, Item 1A of our Fiscal 2015 10-K, for more information that can affect gold, silver, copper, nickel and other metal prices as well as historical gold, silver, copper and nickel prices.

During the three month period ended September 30, 2015, we reported revenue of \$74.1 million, with an average gold price for the period of \$1,124 per ounce, an average silver price of \$14.91 per ounce, an average copper price of \$2.39 per pound and an average nickel price of \$4.79 per pound. Approximately 81% of our total reported revenues for the three months ended September 30, 2015 were attributable to gold sales from our gold producing royalty and stream interests, as shown within the MD&A. For the three months ended September 30, 2015, if the price of gold had averaged 10% higher or lower per ounce, we would have recorded an increase or decrease in revenue of approximately \$6.4 million and \$6.3 million, respectively.

Approximately 7% of our total reported revenues for the three months ended September 30, 2015 were attributable to nickel sales from our nickel producing royalty interests. For the three months ended September 30, 2015, if the price of nickel had averaged 10% higher or lower per pound, we would have recorded an increase or decrease in revenue of approximately \$0.5 million.

Approximately 5% of our total reported revenues for the three months ended September 30, 2015 were attributable to copper sales from our copper producing royalty interests. For the three months ended September 30, 2015, if the price of copper had averaged 10% higher or lower per pound, we would have recorded an increase or decrease in revenue of approximately \$0.5 million.

Approximately 3% of our total reported revenues for the three months ended September 30, 2015 were attributable to silver sales from our silver producing royalty interests. For the three months ended September 30, 2015, if the price of silver had averaged 10% higher or lower per ounce, we would have recorded an increase or decrease in revenue of approximately \$0.3 million.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of September 30, 2015, the Company’s management, with the participation of the President and Chief Executive Officer (the principal executive officer) and Chief Financial Officer and Treasurer (the principal financial and accounting officer) of the Company, carried out an evaluation of the effectiveness of the design and operation of the Company’s disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Based on such evaluation, the Company’s President and Chief Executive Officer and its Chief Financial Officer and Treasurer have concluded that, as of September 30, 2015, the Company’s disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the required time periods and that such information is accumulated and communicated to the Company’s management, including the President and Chief Executive Officer and its Chief Financial Officer and Treasurer, as appropriate to allow timely decisions regarding required disclosure.

Disclosure controls and procedures involve human diligence and compliance and are subject to lapses in judgment and breakdowns resulting from human failures. As a result, a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the

inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected.

Changes in Internal Controls

There has been no change in the Company's internal control over financial reporting during the three months ended September 30, 2015, that has materially affected, or that is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Voisey's Bay

Refer to Note 12 of our notes to consolidated financial statements for a discussion of the litigation associated with our Voisey's Bay royalty.

ITEM 1A. RISK FACTORS

Information regarding risk factors appears in Part I, Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations — Forward-Looking Statements," and various risks faced by us are also discussed elsewhere in Part I, Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Quarterly Report on Form 10-Q. In addition, risk factors are included in Part I, Item 1A of our Fiscal 2015 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Not applicable.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 5. OTHER INFORMATION

Not applicable.

ITEM 6. EXHIBITS

The exhibits to this Quarterly Report on Form 10-Q are listed in the Exhibit Index.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ROYAL GOLD, INC.

Date: November 5, 2015

By: / s/ Tony Jensen
 Tony Jensen
 President and Chief Executive Officer
 (Principal Executive Officer)

Date: November 5, 2015

By: /s/ Stefan Wenger
Stefan Wenger
Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

ROYAL GOLD, INC.
EXHIBIT INDEX

Exhibit Number	Description
10.1*	Long Term Offtake Agreement, dated July 9, 2015, between RGLD Gold AG and Compañía Minera Teck Carmen de Andacollo.
10.2**	Royalty Termination Agreement, dated July 9, 2015, between Royal Gold Chile Limitada and Compañía Minera Teck Carmen de Andacollo.
10.3***	Precious Metals Purchase and Sale Agreement, dated August 5, 2015, between RGLD Gold AG, BGC Holdings Ltd., and Barrick Gold Corporation.
10.4**	Form of Restricted Stock Agreement (Officer) under Royal Gold's 2004 Omnibus Long-Term Incentive Plan, filed herewith.
10.5**	Form of Restricted Stock Agreement (Key Employee) under Royal Gold's 2004 Omnibus Long-Term Incentive Plan, filed herewith.
10.6**	Form of Performance Share Agreement (Net Revenue and Gold Equivalent Ounce Vesting) (Officer) under Royal Gold's 2004 Omnibus Long-Term Incentive Plan, filed herewith.
10.7**	Form of Performance Share Agreement (Net Revenue and Gold Equivalent Ounce Vesting) (Key Employee) under Royal Gold's 2004 Omnibus Long-Term Incentive Plan, filed herewith.
10.8**	Form of Performance Share Agreement (Total Shareholder Return Vesting) (Officer) under Royal Gold's 2004 Omnibus Long-Term Incentive Plan, filed herewith.
10.9**	Form of Performance Share Agreement (Total Shareholder Return Vesting) (Key Employee) under Royal Gold's 2004 Omnibus Long-Term Incentive Plan, filed herewith.
31.1*	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

* Filed herewith.

** Identifies each compensation plan or arrangement.

*** Certain portions of this exhibit have been omitted by redacting a portion of text (indicated by asterisks in the text). This exhibit has been filed separately with the U.S. Securities and Exchange Commission pursuant to a request for confidential treatment.

LONG TERM OFFTAKE AGREEMENT

BY AND BETWEEN

COMPANIA MINERA TECK CARMEN DE ANDACOLLO

AND

RGLD GOLD AG

DATED: as of July 9, 2015

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS	1
1.1 Definitions	1
ARTICLE 2 PURCHASE AND SALE; DELIVERY	14
2.1 Purchase and Sale; Delivery	14
2.2 Statements	15
2.3 Purchase Price	16
2.4 Payment of Cash Price	16
2.5 Metals Account	16
2.6 Payments	16
2.7 Overdue Payments and Set-Off	16
2.8 Title; Risk of Loss for Refined Gold	17
2.9 No Specified Origin of Refined Gold	17
2.10 Taxes	18
2.11 Delivery Record	19
2.12 Threshold Date	19
2.13 No Minimum Delivery Obligation	19
ARTICLE 3 ADVANCE PAYMENT	19
3.1 Advance Payment	19
3.2 No Interest	19
3.3 No Restrictions on Use of Advance Payment	19
ARTICLE 4 DELIVERABLES FOR THE EFFECTIVE DATE	20
4.1 By Seller	20
4.2 By Purchaser	20
ARTICLE 5 TERM	20
5.1 Term	20
ARTICLE 6 REPRESENTATIONS AND WARRANTIES	21
6.1 By Seller	21
6.2 By Purchaser	26
ARTICLE 7 REPORTING; BOOKS AND RECORDS; INSPECTIONS	28
7.1 Reporting	28
7.2 Books and Records; Audits and Site Inspections	28
ARTICLE 8 COVENANTS	29
8.1 Conduct of Operations; Compliance with Governmental Requirements	29
8.2 Preservation of Existence	30
8.3 Processing/Commingling	30
8.4 Marketing	30
8.5 Insurance	31
8.6 Seller's Delivery Obligations as Operating Expense	32
8.7 Ongoing Assistance with VQF Compliance	32
8.8 Expropriation Events and Expropriation Compensation	32
8.9 Stockpiling	32
8.10 Tailings and Residues	32
8.11 Title Maintenance and Taxes	33
8.12 Adjustment(s) for Process Changes	33

ARTICLE 9 CONFIDENTIALITY	33
9.1 General	33
9.2 Public Disclosure	34
9.3 Press Releases	34
ARTICLE 10 CERTAIN ADDITIONAL RIGHTS OF PURCHASER	34
10.1 Right of First Offer	34
10.2 Right of First Offer (Mineral Rights)	35
ARTICLE 11 LIMITATIONS ON ASSIGNMENT AND TRANSFER	35
11.1 By Seller or any Seller Affiliate	35
11.2 By Purchaser	36
11.3 No Assignments to Restricted Persons	37
11.4 Effect of Prohibited Transfers and Assignments	37
ARTICLE 12 SELLER EVENTS OF DEFAULT; SELLER LIQUIDATION EVENT; PURCHASER REMEDIES	37
12.1 Seller Events of Default	37
12.2 Purchaser Remedies for a Seller Event of Default	37
12.3 Purchaser Remedy for Seller Liquidation Event	38
ARTICLE 13 PURCHASER EVENTS OF DEFAULT	38
13.1 Purchaser Events of Default	38
13.2 Seller's Remedies	38
ARTICLE 14 INDEMNITY OF PURCHASER	39
14.1 Indemnity	39
ARTICLE 15 DISPUTE RESOLUTION	41
15.1 Delivery Disputes	41
15.2 Arbitration	42
ARTICLE 16 GENERAL	43
16.1 Rules of Interpretation	43
16.2 Purchase and Sale; Not a Debt Instrument	44
16.3 Further Assurances	45
16.4 Force Majeure	45
16.5 Survival	45
16.6 No Partnership	45
16.7 Governing Law	46
16.8 Notices	46
16.9 Amendments	47
16.10 Beneficiaries; Successors and Assigns	47
16.11 Entire Agreement	47
16.12 Remedies	47
16.13 Waivers	47
16.14 Severability	48
16.15 Counterparts; Electronic Signatures	48
16.16 Fees and Expenses	48
16.17 Business Opportunity	48
16.18 Time of the Essence	48

THIS LONG TERM OFFTAKE AGREEMENT is dated as of July 9, 2015 (the “ **Effective Date** ”),

BY AND BETWEEN:

COMPANIA MINERA TECK CARMEN DE ANDACOLLO , a Chilean contractual mining company

(“ **Seller** ”)

-and-

RGLD GOLD AG , a Swiss corporation

(“ **Purchaser** ”)

WITNESSES THAT

WHEREAS , Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, Refined Gold on and subject to the terms and conditions of this Agreement;

WHEREAS , Seller and Purchase acknowledge that copper is the main Mineral produced from the Subject Properties;

AND WHEREAS , Seller and Purchaser acknowledge that Delivery of Refined Gold hereunder is contingent on the production of Produced Gold from the Subject Properties.

NOW THEREFORE in consideration of the mutual premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Agreement (including the recitals and schedules hereto) the following capitalized terms have the following meanings:

“ **Acceptance** ” has the meaning set out in **Section 10.1**.

“ **Additional Term** ” has the meaning set out in **Section 5.1(a)**.

“ **Advance Payment** ” means **Five Hundred Twenty-Five Million Dollars (\$525,000,000)** .

“ **Affiliate** ” means, with respect to any Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person, *provided* that the term “control” for purposes of this definition under this Agreement shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, and *provided, further* that a Person who owns greater than fifty percent

(50%) of any outstanding class of voting securities of any other Person shall be deemed to control such other Person.

“ **Agreement** ” means this Long Term Offtake Agreement, and all attached schedules, in each case as the same may be supplemented, amended, restated, modified or superseded from time to time in accordance with the terms hereof.

“ **Ancillary Property Rights** ” mean any land and water rights owned, controlled, leased, mined or operated by or on behalf of Seller or any Affiliate of Seller on or after the date of this Agreement not included in the Subject Properties, but which are required for the development and operation of the Project.

“ **Approvals** ” mean any authorizations, licenses, permits, consents, waivers, grant notices, approvals, rulings, orders, certifications, exemptions, filings, variances, decrees, registrations, or other actions, whether written or oral, of, by, from or on behalf of any Governmental Authority or any other third party, together with all easements, rights-of-way and other rights to access or use property.

“ **Arbitration Rules** ” has the meaning set out in Section 15.2(b).

“ **Auditor** ” means an internationally recognized accounting firm, as supported (in the discretion of such accounting firm) by an internationally recognized minerals engineering firm, which accounting and minerals engineering firms (i) are independent of the Parties and their respective Affiliates and (ii) have expertise in determining the quantity of gold mined, produced, extracted or otherwise recovered from mining projects similar to the Project.

“ **Auditor’s Report** ” has the meaning set out in Section 15.1(b).

“ **Bill of Lading Date** ” means, for any Lot, the date of issuance of a bill of lading by an Offtaker for such Lot.

“ **Business Day** ” means any day other than a Saturday or Sunday or a day on which national banking institutions in London, England, Zurich, Switzerland, Toronto, Ontario or Santiago, Chile or any other jurisdiction in which Purchaser elects to take gold delivery under Section 2.5 (as applicable to the relevant performance obligation under this Agreement) are closed to the public for conducting business.

“ **Canadian Securities Commissions** ” means, collectively, the securities commissions or equivalent securities regulators in each of the provinces of Canada.

“ **Cash Payment Percentage** ” means fifteen percent (15.0%), as the same may be reduced in accordance with Section 12.2(b).

“ **Cash Price** ” means, for any Delivery of Refined Gold, an amount per ounce equal to the product of (i) the Reference Price multiplied by (ii) the Cash Payment Percentage.

“ **Change in Law** ” has the meaning set out in Section 2.10(e)

“**Claim Notice**” has the meaning set out in Section 14.1(b)(i).

“ **Confidential Information** ” means:

- (a) books and records of Seller referred to in **Section 7.2(a)** which the Purchaser, acting through its officers, employees and representatives, audits, reviews, examines and makes copies of or abstracts pursuant to **Section 7.2(b)**;
- (b) information obtained by the Purchaser acting through its Representatives during any visit or inspection of the properties of Seller (including the Subject Properties, the areas subject to Ancillary Property Rights and all improvements thereto and operations thereon) or discussion of the operations, technical findings, affairs, finances and accounts of Seller and other matters affecting Seller and its properties (including the Subject Properties, the areas subject to Ancillary Property Rights and all improvements thereto and operations thereon) with the officers of Seller pursuant to **Section 7.2(c)**.

“ **Date of Delivery** ” means, as to any Delivery, the date of such Delivery.

“ **Dayton Concessions** ” means, collectively, the exploitation and exploration concessions owned or controlled by Compania Minera Dayton as of the Effective Date, including those set forth in **Schedule 1.1**, and “ **Dayton Concession** ” means any such concession individually.

“ **Deemed Final Delivery** ” has the meaning set out in **Section 2.1(b)(ii)**.

“ **Default Interest** ” has the meaning set out in **Section 2.7(a)**.

“ **Delivery** ” means delivery of Refined Gold to the applicable Metals Account by Seller and “ **Deliver** ” and “ **Delivered** ” have corresponding meanings.

“ **Delivery Dispute** ” has the meaning set out in **Section 15.1(a)**.

“ **Delivery Record** ” has the meaning set out in **Section 2.11**.

“ **Designated Jurisdictions** ” has the meaning set out in **Section 2.5**.

“ **Dispute** ” means any dispute, claim or controversy arising out of, or in connection with this Agreement, including any question regarding this Agreement’s existence, validity or termination.

“ **Dollars** ” or “ **\$** ” means the lawful currency of the United States of America.

“ **EDGAR** ” means the Electronic Data Gathering, Analysis, and Retrieval system maintained by the U.S. Securities and Exchange Commission.

“ **Effective Date** ” is defined in the preamble.

“ **ENAMI** ” means Empresa Nacional de Minería, owned by the State of Chile.

“ **Encumbrances** ” means any and all mortgages, deeds of trust, charges, assignments, hypothecs, prior claims, pledges, security interests, liens, easements, servitudes, rights of way, royalty interests, rights of reservation, rights of reclamation, and other encumbrances and adverse claims of every nature and kind securing any indebtedness, liability, performance or obligation of any Person, whether arising under Governmental Requirement or otherwise, perfected or unperfected, registered or unregistered.

“ **Environmental Governmental Requirements** ” mean Governmental Requirements relating to pollution or protection of the environment, including, without limitation, Governmental Requirements relating to emissions, discharges, or releases of pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes into the environment (including, without limitation, ambient air, surface water, ground water, aquifers, 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 which are applicable to the Ancillary Property Rights, the Project, the other assets owned, controlled or managed by Seller which are used on or in connection with the Ancillary Property Rights or the Project or to the activities of Seller on or in connection with the Ancillary Property Rights or the Project.

“ **Excluded Taxes** ” means, with respect to a Party, Taxes: (i) imposed on or measured by its net income, net profits, capital gains, capital or branch profits, arising in a jurisdiction (or any political subdivision thereof) by virtue of it being organized, having an office or having any establishment located in or having any other present or former connection with, such jurisdiction (or any political subdivision thereof); or (ii) imposed by reason of a Metals Account designated by the Purchaser pursuant to **Section 2.5** being located in a jurisdiction other than a Designated Jurisdiction.

“ **Expropriation Compensation** ” means all value (whether in the form of money, securities, property or otherwise) paid or payable by any Governmental Authority to Seller or any Seller Affiliate in whole or partial settlement of claims, whether or not resulting from judicial proceedings and whether paid or payable within or outside of the Republic of Chile, as compensation for or in respect of any Expropriation Event.

“ **Expropriation Event** ” means any one or more acts or circumstances, which individually or in their totality, result in the appropriation, confiscation, cancellation, expropriation or nationalization (by intervention, condemnation or other form of taking), whether under color of Governmental Requirement or otherwise (including through confiscatory Taxation or imposition of confiscatory charges), of ownership or control of Seller, the Project, or any rights therein.

“ **Facilities** ” means the mining, processing, production, maintenance, administration, water and electrical and pipeline and shipping infrastructure, other utilities, and related ancillary infrastructure and other improvements, re-commissioned, constructed, operated or otherwise used by or on behalf of Seller to extract, beneficiate, market, transport and sell Minerals derived from the Subject Properties, whether or not located within the physical boundaries of the Subject Properties, but in each case only if wholly-owned by Seller.

“ **Force Majeure** ” has the meaning set forth in **Section 16.4**.

“ **Good Industry Practice** ” means, in relation to any decision or undertaking, the exercise of that degree of diligence, skill, care and prudence, which is commonly observed by international mining companies in the operation of projects similar to the Project in similar locations under the same or similar circumstances.

“ **Governmental Authority** ” means the government of Chile or any state, provincial, territorial, divisional, county, regional, city or other political subdivision of Chile, and any entity, court, arbitrator or arbitration panel, agency, department, commission, board, bureau or regulatory authority or other instrumentality of any of them exercising executive, legislative, judicial,

regulatory or administrative functions that exercises valid jurisdiction, including over the Project or the Ancillary Property Rights.

“ **Governmental Requirement** ” means any law, statute, code, ordinance, treaty, order, rule, regulation, judgment, ruling, decree, injunction, franchise, permit, certificate, license, authorization, approval or other direction or requirement of any Governmental Authority.

“ **Hazardous Substance** ” means any substance or a composition that contains one or more hazardous substances whose characteristics pollute or damage the environment and are dangerous for the life and health of the humans with proven acute or chronic toxicity and other damaging effects.

“ **Indemnified Taxes** ” means Taxes other than Excluded Taxes.

“ **Indigenous Claims** ” means any claims, assertions or demands, written or oral, whether proven or unproven, made by any Indigenous Group to Seller or a Governmental Authority in respect of indigenous rights, indigenous title, treaty rights or any other Indigenous Interest in or to any portion of the Project.

“ **Indigenous Groups** ” means any indigenous persons or people, native persons or people, any person or group asserting or otherwise claiming an Indigenous or treaty right, including indigenous title, or any other Indigenous Interest, and any persons or group representing, or purporting to represent, any of the foregoing.

“ **Indigenous Interest** ” means an established or potential interest, right or claim of an Indigenous Group, including any assertion or claim of an Indigenous or treaty right, or any claims of the existence or potential existence of any Indigenous archaeological, burial, cultural or heritage sites.

“ **Initial Term** ” has the meaning set out in Section 5.1(a).

“ **Insolvency Event** ” means, for any Person, (i) such Person commences a voluntary case under any applicable Governmental Requirements concerning bankruptcy, insolvency, reorganization or liquidation now or hereafter in effect; (ii) such Person consents to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of any substantial part of its assets; (iii) such Person makes a general assignment for the benefit of creditors; (iv) such Person takes corporate or other action in furtherance of any of the foregoing; or (v) entry is made against such Person of a judgment, decree or order for relief affecting a substantial part of any of its assets by a court of competent jurisdiction in an involuntary case commenced under any applicable bankruptcy, insolvency or other similar Governmental Requirement of any jurisdiction now or hereafter in effect and such judgement, decree or order continues unstayed and in effect for a period of sixty (60) days.

“ **International Court of Arbitration** ” has the meaning set forth in Section 15.2(b).

“ **Inventory Delivery** ” has the meaning set forth in Section 2.1(b)(iii).

“ **Knowledge of Purchaser** ” means the actual knowledge of each of Tony Jensen, Jason Hynes, or Stefan Wenger, in each case after reasonable inquiry, in their respective capacities as officers or directors of the Purchaser, as the case may be, and not in their personal capacities, with respect

to the matters referenced, without personal liability on the part of any of them. For greater certainty, where the phrase “**to the Knowledge of Purchaser**” qualifies a particular representation or warranty, there shall not be breach of such representation or warranty as a result of any fact or affair that is not within the Knowledge of Purchaser.

“**Knowledge of Seller**” means the actual knowledge of each of David Baril, Christian Arentsen, Manuel Novoa, Francisco Allendes, and Héctor De Las Peñas, in each case after reasonable inquiry, in their respective capacities as employees, officers or directors of Seller or Seller Affiliates, as the case may be, and not in their personal capacities, with respect to the matters referenced, without personal liability on the part of any of them. For greater certainty, where the phrase “**to the Knowledge of Seller**” qualifies a particular representation or warranty, there shall not be breach of such representation or warranty as a result of any fact or affair that is not within the Knowledge of Seller.

“**LBMA**” means the London Bullion Market Association.

“**LBMA Good Delivery Rules**” means the *Good Delivery Rules for Gold and Silver Bars — Specifications for Good Delivery Bars and Application Procedures for Listing of the LBMA*, as amended from time to time.

“**LBMA Refinery**” means a gold refinery identified on the *LBMA Good Delivery List* from time to time.

“**LIBO Rate**” means, for any calendar month, the Interest Settlement Rate for Dollars as quoted by ICE Benchmark Administration for an interest period of three months displayed and identified on the Reuters Screen LIBOR 01 Page (or such other page that may replace that page on that service or a successor service as may be nominated by the British Bankers Association as the information vendor for the purpose of displaying the British Bankers’ Associations Interest Settlement Rate for dollars) at approximately 11:00 am (London time) on the first Business Day of such month; provided, however, if such rate does not appear on such screen page at that time, then the “**LIBO Rate**” for that calendar month shall be the six month LIBO Rate (determined as at 11:00 am (London time) on such Business Day) as quoted to Purchaser by a major United Kingdom bank, or such other market benchmark as the Parties may agree.

“**Liquidation Event**” means in the context of an Insolvency Event: (a) the reorganization, liquidation, dissolution or winding-up of the Seller or the Project, or (b) other distribution of or based on the assets of Seller or the Project among Seller’s shareholders, in any capacity.

“**Losses**” has the meaning set forth in Section 14.1(a).

“**Lot**” means any applicable quantity of Minerals delivered by Seller to, and accepted by, an Offtaker from time to time, that is separately sampled and assayed so that Seller and the applicable Offtaker can agree upon the content of some or all of the relevant Minerals therein, all as set forth in the applicable Metal Sales Contract(s).

“**Lot Delivery**” has the meaning set forth in Section 2.1(b)(i).

“ **MAE (Purchaser)** ” means any event, occurrence, change or effect that, when taken individually or together with all other events, occurrences, changes or effects, materially and adversely:

- (a) limits, restricts or impairs the ability of Purchaser to observe, perform or comply with its obligations under or pursuant to this Agreement; or
- (b) limits, restricts or impairs the rights or remedies of Seller under or pursuant to this Agreement.

“ **MAE (Seller)** ” means any event, occurrence change or effect that, when taken individually or together with all other events, occurrences, changes or effects, (i) materially and adversely limits, restricts or impairs the ability of Seller to operate the Project substantially in accordance with the Project’s operating plan in effect at such time (ii) materially and adversely limits, restricts or impairs the ability of Seller to observe, perform or comply with its obligations under or pursuant to this Agreement, (iii) materially and adversely limits, restricts or impairs the rights or remedies of Purchaser under or pursuant to this Agreement or (iv) causes or is reasonably likely to cause any significant decrease to expected gold production from the Project based on the operating plan in effect at such time, other than, in all cases, any change, effect, event or occurrence in or relating to:

- (a) changes in general political, economic or financial conditions, whether domestic or international in either case, including changes or disruptions in securities, currency exchange, real property, labour or commodities markets (including without limitation gold or copper prices); or
- (b) acts of God, any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism or civil unrest; or
- (c) changes in applicable Governmental Requirements or changes in generally accepted accounting principles; or
- (d) changes due to disruption of power, labour, utilities, water, supply and transportation systems,

except to the extent the same affect the Project or the business, properties, assets, liabilities (contingent or otherwise), condition (financial or otherwise), capitalization, operations or results of operations of Seller, as the case may be, in a manner that is materially disproportionate to the effect on other operators of a similar business in Chile.

“ **Materials** ” has the meaning set forth in **Section 8.10**.

“ **Metal Sales Contract** ” means any agreement entered into by Seller with any Person (i) for the sale of Minerals to such Person, or (ii) for the smelting, refining or other beneficiation of Minerals by such Person, and all amendments or addendums thereto.

“ **Metals Account** ” means the metals account(s) of Purchaser as designated pursuant to **Section 2.5** from time to time.

“ **Mineral Loss** ” means all losses of, or damages to, Minerals, in any form, but excluding losses from the mining or processing of Minerals or losses in the ordinary course from the handling or transport of Minerals.

“ **Minerals** ” means any and all marketable metal bearing material that is contained within or derived from the Subject Properties, including, subject to **Section 8.10**, any marketable metal bearing material contained in tailings, waste rock, dumps or stockpiles derived from the Subject Properties .

“ **Mining Properties** ” mean the exploration and exploitation mining concessions set forth **Schedule 1.2** .

“ **Net Proceeds** ” means, with respect to the receipt of proceeds under

- (a) Section 8.5(c), for any Mineral Loss,
 - i. the aggregate amount of proceeds received by Seller under a Seller insurance policy or from an Offtaker (whether under or relating to an Offtaker insurance policy) in respect of a Lot, less
 - ii. Seller’s costs and expenses, including reasonable fees, costs and other out-of-pocket expenses (as evidenced by supporting documentation provided to the Purchaser upon request), incurred or paid to a third party by Seller in connection with the realization of such proceeds, without (as relevant) deduction for any insurance premiums or similar payments.
- (b) Section 8.8(b), for any Expropriation Event,
 - i. the aggregate amount of Expropriation Compensation received by Seller or Seller Affiliate, as applicable, less
 - ii. for Expropriation Compensation received by Seller, Seller’s costs and expenses arising directly as a consequence of the Expropriation Event, including Seller’s Taxes, payments by Seller to third-parties, employees, Government Authorities and any other payments made under Governmental Requirements or otherwise as a direct consequence of the Expropriation Event, as well as the reasonable fees, costs and other out-of-pocket expenses incurred or paid to a third party by Seller in connection with the realization of such proceeds, without deduction for insurance premiums or similar payments and in each case as evidenced by supporting documentation provided to Purchaser on request.
- (c) For Section 12.3, for any Liquidation Event,
 - i. the aggregate amount of proceeds received by Seller or Seller Affiliate in the Liquidation Event, as applicable, less
 - ii. for proceeds received by Seller, Seller’s costs and expenses arising directly as a consequence of the Liquidation Event, including Seller’s Taxes, payments by Seller to third-parties, employees, Government Authorities and any other payments made under Governmental Requirements or otherwise as a direct consequence of the Liquidation Event, as well as the reasonable fees, costs and other out-of-pocket

expenses incurred or paid to a third party by Seller in connection with the realization of such proceeds, without deduction for insurance premiums or similar payments and in each case as evidenced by supporting documentation provided to Purchaser on request.

“ **Offtake Payment Date** ” means:

- (a) for any Lot purchased by an Offtaker from Seller, the earlier of the date of (i) receipt by Seller of payment or other consideration in final settlement or (ii) final settlement, regardless of payment by or to Seller, in each case under (i) or (ii), for any Produced Gold in accordance with the applicable Metal Sales Contract, including amounts received for warehouse holding certificates, derived from such Lot, and
- (b) for any Lot refined, smelted or otherwise beneficiated by an Offtaker on behalf of Seller, the earlier of the date of (i) receipt by Seller of Refined Gold derived from such Lot in final settlement or (ii) final settlement, regardless of payment by or to Seller, in each case under (i) or (ii), in accordance with the applicable Metal Sales Contract.

“ **Offtaker** ” means any Person that is a counterparty to a Metal Sales Contract.

“ **Offtaker Measurement** ” has the meaning set out in Section 2.1(c).

“ **Other Minerals** ” means any marketable metal bearing material that is not contained within or derived from the Subject Properties.

“ **Party** ” means Seller or Purchaser.

“ **Payable Gold** ” means, as to any Lot, Inventory Delivery or Deemed Final Delivery, the product of (A) the relevant amount of Produced Gold therein, multiplied by (B) the Percentage multiplied by (C) the Payable Percentage.

“ **Payable Percentage** ” means eighty-nine percent (89.0%).

“ **Payment Differential** ” means for each ounce of Refined Gold Delivered, the difference, expressed in Dollars, equal to the Reference Price minus the Cash Price.

“ **Percentage** ” means (i) from the Effective Date through to and ending on the Threshold Date, one hundred percent (100.0%), and (ii) thereafter, fifty percent (50.0%).

“ **Permitted Disposition** ” means (i) any Transfer by Seller of obsolete, worn out or no longer useful property of Seller, whether now owned or hereafter acquired; (ii) any Transfer of equipment, Facilities or Ancillary Property Rights by Seller to the extent that such property is not material to the Project, or such Transfer is required by applicable health and safety Governmental Requirements; (iii) any Transfer of equipment, Facilities or Ancillary Property Rights by Seller in the ordinary course of business and consistent with Good Industry Practice; (iv) any Transfers of Minerals containing gold or silver pursuant to metal streaming or royalty, production payment or similar agreements permitted under Section 10.1; (v) any other Transfers of Minerals pursuant to any Metal Sales Contract; (vi) the sale of Refined Gold under this Agreement; (vii) any Transfers of Minerals not containing gold; (viii) any term extension, renewal, replacement, conversion or

substitution of any Subject Property, provided that any resulting exploration or exploitation mining concessions remain Subject Properties for purposes of this Agreement; or (ix) abandonment of any Subject Property in accordance with **Section 10.2**.

“ **Permitted Encumbrances** ” means any:

- (a) Encumbrances securing indebtedness of Seller;
- (b) any reservations or exceptions contained in the terms of the exploration or exploitation mining concessions, land or water rights comprising the Subject Properties or Ancillary Property Rights;
- (c) any reservations or exceptions created by applicable Governmental Requirement or the terms of any lease in respect of any Subject Properties or Ancillary Property Rights;
- (d) undetermined or inchoate Encumbrances on any portion of the Project incidental to construction, maintenance or operations which have not at the time been filed pursuant to Governmental Requirement;
- (e) Encumbrances for Taxes, assessments, royalties, rent or charges not at the time overdue, or which are being contested in good faith through appropriate proceedings and inchoate or statutory Encumbrances securing worker’s compensation assessments which are not overdue, or which are being contested in good faith through appropriate proceedings;
- (f) cash or governmental obligations deposited by Seller in the ordinary course of business in connection with contracts, bids, tenders or to secure worker’s compensation, unemployment insurance, surety or appeal bonds, costs of litigation, when required by Governmental Requirement, public and statutory obligations, Encumbrances incidental to current construction, mechanics’, warehousemen’s, carriers’ and other similar Encumbrances;
- (g) all rights reserved to or vested in any Governmental Authority by the terms of any Approval for the Project or by any statutory provision to terminate any such Approval for the Project or to require annual or periodic payments as a condition of the continuance thereof or to distrain against or to obtain an Encumbrance on any portion of the Subject Properties in the event of failure to make such annual or other periodic payments;
- (h) Encumbrances created by Seller in favor of any Governmental Authority securing Project closure, rehabilitation or other environmental obligations;
- (i) Encumbrances securing obligations of Seller to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of the Project in the ordinary course of business;
- (j) Encumbrances arising by operation of Governmental Requirement;
- (k) Encumbrances granted in favor of any Offtaker under any Metal Sales Contract; and
- (l) Encumbrances which are noted on **Schedule 1.3**;

(m) Encumbrances existing as of the Effective Date not included in any of the foregoing and which would not reasonably be expected to have a MAE (Seller).

“ **Person** ” means an individual, partnership, corporation (including a business trust), joint venture, limited liability company or other entity, or a Governmental Authority.

“ **Potential Purchaser** ” has the meaning set out in Section 10.1.

“ **Produced Gold** ” means any and all gold that is produced, extracted or otherwise recovered from Minerals in whatever form or state, including in concentrates, precipitates, doré or refined gold; *provided however* for greater certainty, any gold contained within slimes produced from the processing of oxide copper mineralization and associated copper cathode production from the supergene deposit on the Subject Properties through the Project’s SX-EW plant will be deemed not to be Minerals for the purposes of this Agreement.

“ **Project** ” means the Carmen de Andacollo copper-gold project located in Region IV, central Chile, which comprises the Subject Properties and the Facilities.

“ **Project Assets** ” means, collectively, (i) all assets (real and personal) of Seller relating to the Project and (ii) all assets (real and personal) of any Affiliate of Seller relating to the Project, if any.

“ **Project Studies** ” mean all feasibility studies and all geological, reserve, engineering, metallurgical and financial data and evaluations of the Project and the Ancillary Property Rights prepared by or for the benefit of Seller or otherwise in the possession and control of Seller which would reasonably be expected to be material to Purchaser and made available to Purchaser prior to the Effective Date.

“ **Proposed Transaction** ” has the meaning set out in Section 10.1.

“ **Purchaser** ” has the meaning set out in the preamble.

“ **Purchaser Affiliate** ” means any Affiliate of Purchaser from time to time.

“ **Purchaser Event of Default** ” has the meaning set out in Section 13.1.

“ **Purchaser Parent** ” means Royal Gold, Inc., a Delaware corporation.

“ **Recovery Amount** ” has the meaning set out in Section 14.1(b)(vi).

“ **Reference Price** ” means a price per ounce equal to, for any Lot Delivery, Inventory Delivery, or Deemed Final Delivery, the average of the LBMA (PM) Gold Price as quoted by ICE Benchmark Administration for the calendar month prior to the date on which such Delivery occurs. If the LBMA ceases to publish such quotations for gold, the Reference Price shall be determined by mutual agreement between the Parties, acting reasonably, and if such agreement cannot be reached within five (5) Business Days of the LBMA ceasing to publish the price for gold by arbitration in accordance with Section 15.2.

“ **Refined Gold** ” means marketable gold bearing material in the form of physical gold bars refined to a minimum 995 parts per 1,000 fine gold and otherwise meets LBMA Good Delivery Rules.

“ **Representatives** ” has the meaning set out in Section 7.2(c) .

“ **Restricted Person** ” means any Person that:

- (a) is named, identified, described on or included on:
 - (i) any lists maintained under the *Criminal Code* (Canada), the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), or the *Freezing Assets of Corrupt Foreign Officials Act* (Canada), or under any regulations promulgated under any of the foregoing;
 - (ii) the *Denied Persons List* , the *Entity List* or the *Unverified List* , compiled by the Bureau of Industry and Security, U.S. Department of Commerce;
 - (iii) the *List of Statutorily Debarred Parties* compiled by the U.S. Department of State;
 - (iv) the *Specially Designated Nationals Blocked Persons List* compiled by the U.S. Office of Foreign Assets Control; or
 - (v) the annex to, or is otherwise subject to the provisions of, *U.S. Executive Order No. 13324* ; or
- (b) is subject to trade restrictions under United States Governmental Requirement, including:
 - (i) the *International Emergency Economic Powers Act* , 50 U.S.C.; or
 - (ii) the *Trading with the Enemy Act* , 50 U.S.C. App. 1 et seq.; or any other enabling Governmental Requirement or executive order relating thereto, including the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* , Title III of Pub. L. 107-56; or
- (c) is subject to sanctions and embargos under Swiss Governmental Requirements, including:
 - (i) the Federal Act on the Implementation of International Sanctions, dated 22 March 2002 (Embargo Act, EmbA); or
 - (ii) the specific ordinances issued by the Swiss Federal Council based on the Embargo Act; oror
- (d) is known, after reasonable inquiry, to be an Affiliate of a Person covered under (a) through (c) .

“ **Sales Documents** ” means, for each Metal Sales Contract, such documents as are prepared thereunder and are reasonably necessary for Purchaser to verify that the amount of Refined Gold Delivered for any Lot thereunder is equivalent to the Payable Gold (as applicable) for such Lot, including the provisional and final settlement sheets, provisional and final invoices, credit notes, bills of lading, and any and all certificates and other documentation prepared or produced by the relevant Offtaker, including certificates for final shipped moisture content, final analyses and

assays evidencing the amount of Minerals, including Produced Gold, delivered to the relevant Offtaker in such Lot, and evidencing the amount of Refined Gold projected or resulting from the refining, smelting or other beneficiation of such Lot.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval maintained by the Canadian Securities Administrators.

“**Seller**” has the meaning set out in the preamble.

“**Seller Affiliate**” means any Affiliate of Seller from time to time.

“**Seller Disclosure Schedules**” means the disclosure schedules delivered by Seller as of the Effective Date attached as **Schedule 6.1**.

“**Seller Event of Default**” has the meaning set out in **Section 12.1**.

“**Seller Measurement**” has the meaning set out in **Section 2.1(c)**.

“**Seller Parent**” means Teck Resources Limited, a corporation organized under the laws of British Columbia.

“**Subject Properties**” means (A) the Mining Properties; (B) any other mining concessions held by Seller or any Affiliate of Seller as of the Effective Date, or acquired or constituted by Seller or any Affiliate of Seller following the Effective Date, which are wholly or partially located within a 1.5 kilometer radius from the external boundaries of the Mining Properties but if partially located within such 1.5 kilometer radius, only as to any part located within such radius; (C) any other mining concessions held by Seller or any Affiliate of Seller as of the Effective Date, or acquired or constituted by Seller or any Affiliate of Seller following the Effective Date, which are wholly or partially located within a one (1) kilometer radius from the boundaries formed by the Universal Transverse Mercator coordinates set out in **Schedule 1.4**, but if partially located within such one (1) kilometer radius, only as to any part located within such radius; and (D) any Dayton Concession held by Seller or any Affiliate of Seller as of the Effective Date, or acquired by Seller or any Affiliate of Seller following the Effective Date. Notwithstanding the foregoing, “Subject Properties” shall not include any concession comprising the Los Negritos property as the Los Negritos property exists as of the Effective Date. For the avoidance of doubt, neither clause (B) or clause (C) of the definition of “Subject Properties” shall cause any mining concession held, acquired or constituted by Seller or any Affiliate of Seller following the Effective Date that is not wholly or partially located within the radius described in clause (B) or (C) to be included in the definition of “Subject Properties”.

“**Taxes**” means all taxes, assessments and other governmental charges, duties, royalties and impositions, including any interest, penalties, tax instalment payments or other additions that may become payable in respect thereof, imposed by any Governmental Authority, which taxes shall include all income or profits taxes (including federal, provincial, state and local income taxes), non-resident withholding taxes, sales and use taxes, branch profit taxes, ad valorem taxes, excise taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, production taxes, transfer taxes, land transfer taxes, capital taxes, extraordinary income taxes, surface area taxes, property taxes, asset transfer taxes, and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing.

“ **Term** ” has the meaning set out in Section 5.1(a).

“**Third Party Claim**” means any legal proceeding instituted or asserted by a third party, including a Governmental Authority, against Purchaser.

“ **Threshold Date** ” means the date on which an aggregate of nine hundred thousand (900,000) ounces of Refined Gold have been Delivered to Purchaser pursuant to this Agreement.

“ **Transaction Notice** ” has the meaning set out in Section 10.1.

“ **Transfer** ” means a direct or indirect transfer, sale, assignment, lease, conveyance, or other disposition, including pursuant to rights under any mortgage, pledge or other encumbrance.

“ **Transferred Interest** ” means (i) as to Seller, any interest of Seller under this Agreement, or in the Project or any Ancillary Property Rights, and (ii) as to Purchaser, any interest of Purchaser under this Agreement.

ARTICLE 2 PURCHASE AND SALE; DELIVERY

2.1 Purchase and Sale; Delivery

- (a) Commencing as of the Effective Date, Seller shall sell and Deliver to Purchaser, who shall purchase and take, Refined Gold in each Delivery, in an amount equal to the Payable Gold to be calculated pursuant to Section 2.1(b)(i), (ii) and (iii), subject to the terms and conditions of this Agreement, for the purchase price determined pursuant to Section 2.3.
- (b) No later than the fifth (5th) Business Day following the end of each calendar month, from and after the Effective Date, Seller shall Deliver Refined Gold to Purchaser:
 - (i) in an amount equal to all of the Payable Gold contained in a Lot for any calendar month in which an Offtake Payment Date occurs for that Lot (a “ **Lot Delivery** ”);
 - (ii) in an amount equal to all of the Payable Gold contained in any Lot containing Produced Gold for which no Offtake Payment Date has occurred in the month, if:
 - 1. in the case of Produced Gold in the form of dore, sixty (60) calendar days from the Bill of Lading Date has passed and the sixtieth (60th) day occurs in that month; and
 - 2. in the case of Produced Gold in any form other than dore, including copper concentrate, one hundred sixty five (165) calendar days from the Bill of Lading Date has passed and the one hundred sixty fifth (165th) occurs in that month(each, a “ **Deemed Final Delivery** ”); and
- (iii) for any Produced Gold placed in inventory, whether before or after the Effective Date, and, which Produced Gold (in either case) remains in inventory for more than sixty (60) days from and after the Effective Date, in an amount equal to the

Payable Gold contained in such inventory placement for the month in which such sixtieth (60th) day occurs (an “**Inventory Delivery**”);

- (c) If Seller makes an Inventory Delivery or Deemed Final Delivery and an Offtake Payment Date subsequently arises for the Produced Gold subject to such Inventory Delivery or Deemed Final Delivery and the Produced Gold therein as determined by the Offtaker (the “**Offtaker Measurement**”), is different from the Produced Gold therein as determined by Seller in calculating its Inventory Delivery or Deemed Final Delivery obligation (the “**Seller Measurement**”), then (i) if the Offtaker Measurement is greater than the Seller Measurement, no later than the fifth (5th) Business Day following the end of the calendar month in which such Offtake Payment Date occurs, Seller shall Deliver an amount of Refined Gold equal to the Payable Gold for the number of ounces of Produced Gold relating to such excess and (ii) if the Offtaker Measurement is less than the Seller Measurement, Seller shall be entitled to offset against the next Delivery or Deliveries required by this Agreement, an amount of Refined Gold equal to the Payable Gold for the number of ounces of Produced Gold relating to such deficiency until the deficiency is reduced to zero.
- (d) **Schedule 2.1(d)** sets forth an illustration of the determination of Refined Gold to be Delivered to Purchaser as contemplated under this Section 2.1.

2.2 Statements

Within five (5) Business Days following the end of each calendar month, if any of the following occurs:

- (i) an Offtake Payment Date;
- (ii) a Deemed Final Delivery; or,
- (iii) an Inventory Delivery,

Seller shall deliver a statement to Purchaser setting out:

- (a) a calculation of the number of ounces of Refined Gold to be Delivered in respect of such Delivery;
- (b) the applicable Cash Price for each ounce of Refined Gold to be Delivered in respect of such Delivery;
- (c) the Delivery Record;
- (d) the aggregate number of ounces of Refined Gold Delivered to Purchaser under this Agreement;
- (e) for any Lot Delivery, the Sales Documents for such Delivery;
- (f) for any Inventory Delivery or Deemed Final Delivery, the Seller Measurement for such Delivery ; and
- (g) a shipping schedule of any Lot in respect of which the Offtake Payment Date has not occurred.

2.3 Purchase Price

The Advance Payment shall be partial payment of the purchase price in advance for all Refined Gold Delivered to Purchaser under this Agreement. The Purchaser also shall pay Seller an additional purchase price for each ounce of Refined Gold Delivered equal to the Cash Price, which shall be payable in cash. For greater certainty, the total purchase price for all Refined Gold Delivered to Purchaser under this Agreement shall be comprised of the Advance Payment and the aggregate payments of the Cash Price.

2.4 Payment of Cash Price

Purchaser shall pay the Cash Price for each Delivered ounce of Refined Gold no later than five (5) Business Days after the later of:

- (i) Delivery; and
- (ii) receipt by Purchaser of the corresponding statement of Seller in accordance with Section 2.2.

in accordance with the wiring instructions set forth on Schedule 2.4 or such other wiring instructions that Seller may designate in writing from time to time.

2.5 Metals Account

Purchaser has provided details of the initial Metals Account pursuant to Section 4.2(d). Following the Effective Date, Purchaser shall be permitted to designate a Metals Account located in London, United Kingdom, Toronto, Canada, or Zurich, Switzerland (“**Designated Jurisdictions**”) at any time on prior written notice to Seller of at least ten (10) Business Days before any Delivery is to be made hereunder. Purchaser shall be permitted to designate a Metals Account located in another jurisdiction only with the prior written consent of Seller, such consent not to be unreasonably withheld.

2.6 Payments

All payments to be made in cash under this Agreement shall be made in Dollars and shall be made by wire transfer in immediately available funds to the bank account or accounts designated by the receiving Party in writing from time to time.

2.7 Overdue Payments and Set-Off

- (a) Any payment or Delivery not made by a Party when due under this Agreement shall incur interest (“**Default Interest**”) from the due date therefor until such payment is paid or such Delivery is made, in full, together with applicable Default Interest thereon.
 - (i) Default Interest shall accrue on any overdue payment at a per annum rate equal to the LIBO Rate on the due date therefor, plus four percent (4%), calculated and compounded monthly in arrears; and
 - (ii) Default Interest shall accrue on any overdue Delivery obligation at a per annum rate equal to the LIBO Rate on the due date therefor, plus four percent (4%), calculated and compounded monthly in arrears, and shall be calculated on an amount equal to the product of (i) the number of ounces of Refined Gold subject

to such overdue Delivery multiplied by (ii) the applicable Reference Price on the last date at which Seller's corresponding Delivery obligation was originally due.

- (b) Seller may set off the amount of any overdue payment obligation of Purchaser plus applicable Default Interest thereon against the next Delivery(ies), by deducting a number of ounces of Refined Gold from such Delivery(ies) equal to the quotient of (i) the aggregate Dollar amount of such overdue payment obligation plus such applicable Default Interest divided by (ii) the Reference Price on the date at which Purchaser's corresponding payment obligation was originally due.
- (c) Purchaser may elect to receive the value of any Default Interest accrued on an overdue Delivery obligation in the form of (1) Refined Gold or (2) as an offset against Purchaser's obligation to pay the applicable Cash Price for Refined Gold subsequently Delivered.
 - (i) If Purchaser elects to receive the value of any overdue Delivery obligation plus applicable Default Interest thereon in the form of Refined Gold, the amount of Refined Gold to be Delivered shall be equal to the quotient of (i) (A) the number of ounces of Refined Gold subject to such overdue Delivery multiplied by (B) the applicable Reference Price on the last date at which Seller's corresponding Delivery obligation was originally due, plus (ii) accrued Default Interest thereon, together, divided by (iii) the applicable Reference Price on the last date at which Seller's corresponding Delivery obligation was originally due.
 - (ii) If Purchaser elects to receive the value of applicable Default Interest for a late Delivery as an offset against the Cash Price for subsequent Delivery(ies), Purchaser shall deduct the amount of Default Interest determined under **Section 2.7(a)(ii)** from the Cash Price for such Delivery(ies) until fully offset.
- (d) Purchaser may elect to set off the amount of any overdue payment obligation of Seller plus applicable Default Interest thereon against the Cash Price for any subsequent Delivery(ies).

2.8 Title; Risk of Loss for Refined Gold

- (a) Seller represents, warrants and covenants to Purchaser that, at the time of a Delivery, (1) Seller is the legal and beneficial owner of the Refined Gold Delivered, (2) Seller has good, valid and marketable title to such Refined Gold, (3) such Refined Gold is free and clear of all Encumbrances, and (4) Seller shall provide Purchaser good, valid and marketable title to the Refined Gold so Delivered, free and clear of all Encumbrances.
- (b) Title to, and risk of loss of, Refined Gold shall pass from Seller to Purchaser on Delivery.

2.9 No Specified Origin of Refined Gold

It is understood that, in all cases under this Agreement, Payable Gold is referenced only to determine the amount of Refined Gold to be Delivered. Refined Gold actually Delivered may originate from the Project or any other source capable of supplying Refined Gold; provided that (i) all Refined Gold shall be sourced from an LBMA Refinery and (ii) from time to time, at Purchaser's request, acting reasonably, Seller shall cooperate with and use its commercially reasonable efforts to assist Purchaser in obtaining certification (reasonable in light of industry practices then in effect) from any such source that such Refined Gold has been sourced from an LBMA Refinery.

2.10 Taxes

- (a) Except to the extent Purchaser is required by applicable Governmental Requirement to pay any Indemnified Taxes (in which case, **Section 2.10(b)** shall apply), all Deliveries, and all amounts paid by Seller hereunder shall be made or paid without any deduction, withholding, charge or levy for or on account of any Indemnified Taxes, including any deduction, withholding, charge or levy that results from any change in Governmental Requirement or change in interpretation of any Governmental Requirement by a tax authority, all of which shall be for the account of Seller. If any such Indemnified Taxes are required or permitted by Governmental Requirement to be deducted, withheld, charged, recovered, or levied by Seller, then (i) in the case of a Delivery by Seller, Seller shall make, in addition to such Delivery, such additional Delivery as is necessary to ensure that the net amount of Refined Gold received by Purchaser (free and clear and net of any such Indemnified Taxes, including any Indemnified Taxes required to be deducted, withheld, charged or levied on any such additional amount) equals the full amount of Refined Gold that Purchaser would have received had no such deduction, withholding, charge or levy been required, and no changes to the Delivery Record shall be made in connection with any such Delivery, (ii) in the case of a payment by Seller, Seller shall make, in addition to such payment, such additional payment as is necessary to ensure that the net amount received by Purchaser (free and clear and net of any such Indemnified Taxes, including any Indemnified Taxes required to be deducted, withheld, charged or levied on any such additional amount) equals the full amount that Purchaser would have received had no such deduction, withholding, charge or levy been required, (iii) Seller shall make and pay to the appropriate Governmental Authority any such withholdings or deductions in the full amount required to be withheld or deducted and paid by it under any Governmental Requirement, and shall provide reasonable documentation of such withholding or deduction and payment to Purchaser.
- (b) If Purchaser is required by applicable Governmental Requirement to pay any Indemnified Taxes that are to be borne by Seller under **Section 2.10(a)**, Purchaser shall provide reasonable documentation of such payment to Seller, and Seller shall promptly reimburse Purchaser following Seller's receipt of such documentation.
- (c) Where Seller or Purchaser has paid any Indemnified Tax that is to be borne by Seller under **Section 2.10(a)** to a Governmental Authority which is the subject of a dispute with that Governmental Authority or in respect of which a refund may be sought, Purchaser shall, at the request and cost of Seller, reasonably cooperate and act on behalf of Seller to seek the recovery of such disputed Indemnified Taxes or a refund of such Indemnified Taxes. Otherwise, Purchaser shall have no obligation to seek a recovery or refund of Indemnified Taxes required to be paid by Seller or Purchaser. However, if Purchaser receives a recovery or refund of Indemnified Taxes actually paid by Seller, Purchaser shall promptly remit to Seller an amount equal to such refund, including any interest paid to Purchaser by the relevant Governmental Authority for such Indemnified Taxes, net in any case of Purchaser's reasonable expenses associated with such refund and remittance.
- (d) Seller shall file all returns and other documentation, at its own expense, for Indemnified Taxes that are to be borne by Seller under **Section 2.10(a)** as required by applicable Governmental Requirement.

- (e) If, as a result of any change in applicable Governmental Requirements relating to Taxes or in the interpretation of any such laws by relevant Governmental Authorities (each, a “ **Change in Law** ”), Seller is required to deduct, withhold, charge or levy a material amount for or on account of Indemnified Taxes on Delivery of Refined Gold, which Indemnified Taxes are materially in excess of the Indemnified Taxes which would have been deducted, withheld, charged or levied on such Deliveries prior to the Change in Law, or an Indemnified Tax is materially increased or is imposed after the Effective Date, Seller and Purchaser agree that, upon the request of Seller, the Parties shall negotiate in good faith to amend this Agreement to significantly reduce Seller’s adverse exposure to any such Change in Law; provided, however, that notwithstanding anything in this Agreement to the contrary, no Party shall be obligated to execute any such amendment if doing so would have an adverse impact on such Party, as determined by such Party in its sole and absolute discretion.

2.11 Delivery Record

Seller shall maintain a written record (the “ **Delivery Record** ”) of the difference of:

- (a) the Advance Payment; minus
- (b) the aggregate Payment Differential for each Delivery,

at all times, until the date such aggregate Payment Differential exceeds the Advance Payment.

2.12 Threshold Date

Seller shall promptly notify Purchaser of the Threshold Date, once such date has occurred.

2.13 No Minimum Delivery Obligation.

Seller shall not be required to Deliver any minimum amount of Refined Gold under this Agreement.

ARTICLE 3 ADVANCE PAYMENT

3.1 Advance Payment

On the Effective Date, Purchaser shall make the Advance Payment to Seller by way of a cash payment in accordance with the wiring instructions set forth on Schedule 2.4.

3.2 No Interest

No interest shall accrue or be payable on any portion of the Advance Payment.

3.3 No Restrictions on Use of Advance Payment

There shall be no restrictions on Seller’s use of the Advance Payment.

ARTICLE 4
DELIVERABLES FOR THE EFFECTIVE DATE

4.1 By Seller

Seller has delivered to Purchaser on the Effective Date:

- (a) a counterpart to this Agreement, duly executed by an authorized officer of Seller;
- (b) an executed certificate(s) of a senior officer(s) of Seller, dated as of the Effective Date;
- (c) legal opinions of Carey y Cia., Chilean counsel to Seller, and Borden Ladner Gervais LLP, Canadian counsel to Seller, dated as of the Effective Date;
- (d) a certified copy of the passport of each individual who executes this Agreement on behalf of Seller; and
- (e) copies of all Metal Sales Contracts in effect as of the Effective Date.

4.2 By Purchaser

Purchaser has delivered to Seller on the Effective Date:

- (a) a counterpart to this Agreement, duly executed by an authorized officer of Purchaser;
- (b) an executed certificate(s) of a senior officer(s) of Purchaser, dated as of the Effective Date
- (c) legal opinions of Schellenberg Wittmer, Swiss counsel to Purchaser, and McCarthy Tétrault, Canadian counsel to Purchaser dated as of the Effective Date
- (d) details of Purchaser's initial Metals Account; and
- (e) the Advance Payment, delivered pursuant to **Section 3.1**, via wire transfer of immediately available funds.

ARTICLE 5
TERM

5.1 Term

- (a) The term of this Agreement shall be deemed to have commenced on the Effective Date and, subject to **Section 5.1(b)** and **13.2(b)** shall continue until the date that is forty (40) years after the Effective Date (the period from and including the Effective Date to but excluding the date that is forty (40) years after the Effective Date, the “**Initial Term**”) and thereafter shall be automatically extended at the option of Purchaser or Seller for successive ten (10) year periods (each an “**Additional Term**” and, together with the Initial Term, the “**Term**”) by the delivery of written notice to the other Party at least thirty (30) days and not more than ninety (90) days prior to the expiration of the relevant Term.
- (b) This Agreement may be terminated by the Parties on mutual written consent, or as otherwise provided in this Agreement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 By Seller

Except as set forth on the Seller Disclosure Schedules, Seller hereby makes the representations and warranties set forth in this **Section 6.1** to Purchaser as of the Effective Date.

(a) Valid Existence.

Seller is a company validly existing under the laws of its jurisdiction of incorporation and is current with all filings required by Governmental Requirements to maintain its existence.

(b) Due Authorization.

All requisite corporate acts and proceedings have been done and taken by Seller, including obtaining all requisite shareholder and/or board of director's approvals, with respect to entering into this Agreement and performing its obligations hereunder.

(c) Due Authority.

Seller has the requisite corporate power, capacity and authority to enter into this Agreement and to perform its obligations hereunder.

(d) No Conflicts.

This Agreement and the exercise of its rights and performance of its obligations hereunder do not and will not, (i) except as would not have or reasonably be expected to have a MAE (Seller), conflict with, or result in a default under, any agreement, contract, mortgage, bond or other instrument to which Seller or any Seller Affiliate is a party or which is binding on its assets, (ii) conflict with Seller's constitutional documents, or (iii) except as would not have or reasonably be expected to have a MAE (Seller), conflict with or violate any applicable Governmental Requirements.

(e) No Default.

Seller is not currently in breach or default under any agreement, mortgage, bond or other instrument to which it is a party or which is binding on its assets, and no event has occurred that with the passage of time would constitute such a breach or default, except in each case where the breach or default would not, or would not reasonably be expected to, have a MAE (Seller) and, to the Knowledge of Seller, there is no breach or default by any counterparty thereto or inability of any counterparty thereto to perform its obligations thereunder which has or would be reasonably expected to have a MAE (Seller).

(f) Approvals for this Agreement.

Any Approvals by any Governmental Authorities, shareholders of Seller, or any other third parties required on or before the Effective Date to consummate the transactions contemplated by this Agreement, whether under any applicable Governmental

Requirements or otherwise, have been obtained and remain in full force and effect as of the Effective Date .

(g) Due Execution and Enforceability.

This Agreement has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms subject to any qualification regarding enforceability in the legal opinions provided pursuant to **Section 4.1(c)**.

(h) No Insolvency Event.

(i) There is no Insolvency Event for Seller or Seller Parent, and, (ii) to the Knowledge of Seller, there is no circumstance which, with notice or the passage of time, or both, would reasonably be expected to give rise to an Insolvency Event for Seller or Seller Parent.

(i) Ownership of Seller.

Seller Parent owns beneficially ninety percent (90%) of the capital stock of Seller, free and clear of any Encumbrances. The remaining ten (10%) of the capital stock of Seller is owned beneficially and of record by ENAMI.

(j) Full Title and Interest in Project and Produced Gold.

Except for any Permitted Encumbrances or otherwise as would not reasonably be expected to have a MAE (Seller), no Person other than the Parties has any agreement, option, right of first refusal or right, title or interest or right capable of becoming an agreement, option, right of first refusal or right, title or interest, in or to all or any part of the Project or Produced Gold.

(k) Fees and Obligations Relating to Properties.

All concession fees, including the annual fees or *patentes mineras* , and other amounts required to be paid have been paid when due and payable and all other actions (including any required work or payments in lieu of work) have been taken and all other obligations as are required to maintain the Subject Properties have been complied with, except where the failure to make a payment when due or take an action or perform an obligation would not reasonably be expected to have a MAE (Seller).

(l) All Necessary Approvals.

(i) Seller has obtained or been issued all Approvals necessary for the ongoing operation of the Project in accordance with its operating plan, including commercial production of Minerals from the Project, other than such Approvals that are not necessary as of the Effective Date or such Approvals the failure to have or obtain which are not material to the ongoing operation of the Project in accordance with its operating plan, including commercial production of Minerals from the Project, and

(ii) to the Knowledge of the Seller, there are no facts or circumstances that might reasonably be expected to adversely affect the issuance of any such Approvals, which could reasonably be expected to have a MAE (Seller).

(m) Approvals under Environmental Governmental Requirements.

No Approval under any Environmental Governmental Requirements which is necessary for the ongoing operation of the Project, including commercial production of Minerals from the Project, has been either: (i) withdrawn or threatened to be withdrawn by any Governmental Authority; or (ii) challenged or threatened to be challenged by any Person on non-frivolous grounds.

(n) Subject Properties Constitute Entirety of Seller's Interest.

The Subject Properties constitute all of the rights that comprise Seller's interests in the Mineral reserves and resources of the Project and Seller is the holder of a 100% undivided interest in and to the Project (including the Subject Properties), free and clear of all Encumbrances, except Permitted Encumbrances, and, without limiting the generality of the foregoing, Seller is the legal and beneficial holder of the Mining Properties.

(o) Validity of Mining Concessions.

Except as would not reasonably be expected to result in a MAE (Seller), (i) Seller's rights in and to the Mining Properties are valid and in full force and effect and (ii) Seller has complied in all material respects with its obligations in respect thereof, including the annual fees or *patentes mineras*, under applicable Governmental Requirements (including Environmental Governmental Requirements). No third party holds any mining rights that conflict with Seller's rights in and to the Mining Properties, except as would not reasonably be expected to have a MAE (Seller).

(p) No Encumbrances other than Permitted Encumbrances.

Seller's right, title and interest in and to the Project is not subject to any Encumbrances, other than Permitted Encumbrances; nor has Seller granted, or agreed to grant, any Encumbrances, other than Permitted Encumbrances, affecting or in the Project, or any part thereof to any Person.

(q) No Rent or Royalty.

Subject only to the rights of any Governmental Authority, Permitted Encumbrances, or as would not reasonably be expected to have a MAE (Seller), no Person is entitled to or holds as of the Effective Date any rent or royalty, or other payment in the nature of rent or royalty on or for the Project, including any Minerals.

(r) No Expropriation Event.

Seller has not received any notice of (i) any Expropriation Event and, to the Knowledge of Seller, there is no Expropriation Event pending or threatened against or affecting all or any part of the Project, or (ii) any circumstances, notice, discussions, or negotiations which could reasonably be expected to result in an Expropriation Event.

(s) Compliance with Governmental Requirements.

Conditions on and relating to the Project, and all past and current operations conducted thereon by (i) Seller were and are in compliance with applicable Governmental Requirements (including without limitation Environmental Governmental Requirements and Governmental Requirements prohibiting official or commercial corruption or bribery), except as would not reasonably be expected to have a MAE (Seller) and, (ii) to the Knowledge of Seller, Persons other than Seller were in compliance in all material respects with applicable Governmental Requirements (including Environmental Governmental Requirements and Governmental Requirements prohibiting official or commercial corruption or bribery), except as would not reasonably be expected to have a MAE (Seller).

(t) Existing Metal Sales Contracts.

Each existing Metal Sales Contract is valid and in full force and effect, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or similar Governmental Requirements affecting creditors' rights generally and by general principles of equity.

(u) No Suits or Proceedings.

(i) Neither Seller, nor Seller Parent, nor the Project, nor any part thereof is a party nor is it subject to any pending action, suit, proceeding, investigation or claim affecting or pertaining to the Project or any part thereof; and

(ii) to the Knowledge of Seller, no such action, suit, proceeding, investigation or claim is threatened or outstanding,

except, in each case (individually or together with all actions, suits, proceedings, investigations or claims to which Seller is a party or to which it is subject, or which are, to the Knowledge of Seller, threatened or outstanding), as does not or would not reasonably be expected to have a MAE (Seller).

(v) No Judgments or Decrees.

Neither Seller, nor Seller Parent, nor the Project, nor any part thereof, is a party nor is it subject to any outstanding judgment, order, writ, injunction or decree except (individually or together with all outstanding judgments, orders, writs, injunctions or decrees to which Seller or the Project is subject) as does not or would not reasonably be expected to have a MAE (Seller). Notwithstanding the foregoing, (i) neither Seller, nor Seller Parent, nor the Project is a party to nor subject to any judgment, order, writ, injunction or decree which prohibits, restrains, materially limits or imposes material adverse conditions on, the transactions contemplated by this Agreement and (ii) no action or proceeding has been instituted or remains pending or, to the Knowledge of Seller, has been threatened and not resolved before any Governmental Authority to restrain, prohibit, materially limit or impose material adverse conditions on such contemplated transactions.

(w) No Trustees or Nominees; No Brokers.

Seller enters into and performs this Agreement on its own account and not as trustee or a nominee of any other Person. Seller has not engaged any broker, agent or other intermediary to act on its behalf in connection with the transactions contemplated by this Agreement and it is not aware of any current or possible future claim for any brokerage, agency or finder's fee or commission in connection with the transactions contemplated by this Agreement.

(x) Indigenous Matters.

(i) To the Knowledge of Seller, no Indigenous Groups have expressed an Indigenous Interest in connection with the Project; (ii) there are no current or pending Indigenous Claims affecting the Project which are reasonably expected to be determined adversely to it; and (iii) neither Seller, nor Seller Parent has offered, or entered into any written or oral agreements with Indigenous Groups to provide benefits, financial or otherwise, with respect to the Project at any stage of development or operation.

(y) Recent Developments — No MAE (Seller).

Since December 31, 2014 the business, properties, assets, liabilities (contingent or otherwise), condition (financial or otherwise), capitalization, operation or results of operations of Seller, have not been affected by any change, effect, event or occurrence (whether or not insured against) which could reasonably be expected to result in a MAE (Seller).

(z) Tax Matters.

- (i) Seller has filed or caused to be filed on a timely basis all Tax returns that were required to be filed by or with respect to it pursuant to applicable Governmental Requirements,
- (ii) Seller has not requested an extension of time within which to file any Tax return, all Tax returns filed by it or with respect to it are complete and correct and comply with applicable Governmental Requirement,
- (iii) Seller has paid, or made provisions for the payment of, all Taxes that were due for all periods covered by any Tax return and as required by applicable Tax Governmental Requirement,
- (iv) Seller has withheld or collected and paid to the proper Governmental Authority all Taxes required to be withheld, collected or paid by it,
- (v) no claim has been made by any Governmental Authority in a jurisdiction where Seller does not file Tax returns that it is subject to Taxation by that jurisdiction, and
- (vi) no Tax return is, to the Knowledge of Seller, the subject of an audit by any Governmental Authority, and no proceedings are pending before any Governmental Authority with respect to Taxes, which in each case has or could reasonably be expected to result in a MAE (Seller).

6.2 By Purchaser

Purchaser hereby makes the representations and warranties set forth in this **Section 6.2** to Seller as of the Effective Date :

(a) Valid Existence.

Purchaser is a company validly existing under the laws of its jurisdiction of incorporation and is current with all filings required by Governmental Requirements to maintain its existence.

(b) Due Authorization.

All requisite corporate acts and proceedings have been done and taken by it, including obtaining all requisite board of director's approvals, with respect to entering into this Agreement and performing its obligations hereunder.

(c) Due Authority.

Purchaser has the requisite corporate power, capacity and authority to enter into this Agreement and to perform its obligations hereunder.

(d) No Conflicts.

This Agreement and the exercise of its rights and performance of its obligations hereunder do not and will not, (i) except as would not have or reasonably be expected to have a MAE (Purchaser) conflict with or result in a default under any agreement, contract, mortgage, bond or other instrument to which Purchaser or any Purchaser Affiliate is a party or which is binding on its assets, (ii) conflict with Purchaser's constitutional documents, or (iii) except as would not have or reasonably be expected to have a MAE (Purchaser) conflict with or violate any applicable Governmental Requirements.

(e) No Default.

Purchaser is not currently in breach or default under any agreement, mortgage, bond or other instrument to which it is a party or which is binding on its assets, and no event has occurred that with the passage of time would constitute such a breach or default, except in each case where the breach or default would not, or would not reasonably be expected to, have a MAE (Purchaser), and to the Knowledge of Purchaser, there is no breach or default by any counterparty thereto or the inability of any counterparty to perform its obligations thereunder which has or would reasonably be expected to have a MAE (Purchaser).

(f) Approvals for this Agreement.

Any Approvals by any Governmental Authorities, shareholders of Purchaser or any other third parties required on or before the Effective Date to consummate the transactions contemplated by this Agreement, whether under any applicable Governmental Requirements or otherwise have been obtained and remain in full force and effect as of the Effective Date.

(g) Due Execution and Enforceability.

This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of it, enforceable against Purchaser in accordance with its terms subject to any qualification regarding enforceability in the legal opinions provided pursuant to **Section 4.2(c)**.

(h) No Insolvency Event.

(i) There is no Insolvency Event for Purchaser, and, (ii) to the Knowledge of Purchaser, there is no circumstance which, with notice or the passage of time, or both, would reasonably be expected to give rise to an Insolvency Event for Purchaser or Purchaser Parent.

(i) Ownership of Purchaser.

Purchaser Parent owns beneficially and of record all of the capital stock of Purchaser, free and clear of any Encumbrances.

(j) No Trustees or Nominees; No Brokers.

Purchaser enters into and performs this Agreement on its own account and not as trustee or a nominee of any other Person . Purchaser has not engaged any broker, agent or other intermediary to act on its behalf in connection with the transactions contemplated by this Agreement and it is not aware of any current or possible future claim for any brokerage, agency or finder's fee or commission in connection with the transactions contemplated by this Agreement.

(k) No Judgments or Decrees.

Purchaser is not subject to any judgment, order, writ, injunction or decree except (individually or together with all outstanding judgments, orders, writs, injunctions or decrees to which Purchaser is subject) as does not or would not reasonably be expected to result in a MAE (Purchaser). Notwithstanding the foregoing, (i) Purchaser is not subject to any judgement, writ, injunction or decree which prohibits, restrains, materially limits or imposes material adverse conditions on, the transactions contemplated by this Agreement and (ii) no action or proceeding has been instituted or remains pending or, to the Knowledge of Purchaser, has been threatened and not resolved before any such Governmental Authority to restrain, prohibit, limit or impose adverse conditions on such contemplated transactions.

(l) Recent Developments — No MAE (Purchaser).

Since December 31, 2014, the business, properties, assets, liabilities (contingent or otherwise), condition (financial or otherwise), capitalization, operation or results of operations of Purchaser, have not been affected by any change, effect, event or occurrence (whether or not insured against) which could reasonably be expected to result in a MAE (Purchaser).

ARTICLE 7
REPORTING; BOOKS AND RECORDS; INSPECTIONS

7.1 Reporting

Seller shall deliver to Purchaser the following for the Project:

- (a) Within twenty (20) calendar days of each month end, un-redacted monthly operating reports, and, if and to the extent prepared, any monthly construction or exploration reports, in each case for all activities by or for the benefit of Seller relating to the Project in respect of the relevant month;
- (b) Annual reports of mineral reserves and resources for the Subject Properties as and when calculated from time to time but no less frequently than once each year and such reports shall be delivered to Purchaser within two (2) months following the date any such report is completed;
- (c) All material engineering and economic studies or reports related to the Project, including all material amendments or revisions to Project Studies, as and when prepared;
- (d) A copy of the annual budget for operations, production forecasts and life of mine plan for the Project, and all material updates or revisions to any of them, as and when prepared;
- (e) A copy of all new Metal Sales Contracts and any amendment to an existing Metal Sales Contract;
- (f) Prompt notice of any material event pertaining to Seller or the Project, including any material event of Force Majeure, material legal or administrative proceedings, material disputes under any Metal Sales Contract, notice of a material violation of any Governmental Requirement, any actual or threatened withdrawal or cancellation of any material Approval, any Seller Event of Default under this Agreement, the occurrence of any Insolvency Event, or any other event, development or occurrence that has or is reasonably likely to have a MAE (Seller); and
- (g) Advance notice of any proposed change referenced in **Section 8.12**.

Notwithstanding this **Section 7.1**, Seller shall have no obligation to provide any Person to act as a qualified person (as defined in National Instrument 43-101) in respect of, provide qualified person consents or certificates in respect of, or otherwise certify for or on behalf of Purchaser, any mineral reserve and resource statements, reports, press releases or other documentation of any kind.

7.2 Books and Records; Audits and Site Inspections

- (a) Seller shall keep true and accurate books and records of all of its operations and activities under this Agreement or which would affect any obligation to Purchaser under this Agreement (including any Delivery obligation). Seller shall keep for a period of not less than three (3) years, all records and information relating to the calculation and amounts of Refined Gold required to be Delivered, including accurate records of tonnage, volume of production, analyses of products, weight, moisture, assays of payable metal content, refining charges and other related records and information.

- (b) Seller shall permit Purchaser acting through its officers, employees and representatives to perform audits not more often than one (1) time during any calendar year (provided that no such restriction shall apply upon the occurrence, and during the continuation, of a Seller Event of Default) to audit, review, examine and make copies of and abstracts from the books and records of Seller referred to in Section 7.2(a). Purchaser shall pay the costs of any audit under this Section 7.2(b).
- (c) At any reasonable time during normal business hours and from time to time, on reasonable prior notice, Seller shall permit Purchaser acting through its officers, employees and representatives (the “**Representatives**”), acting reasonably and at their own expense, to visit and inspect the properties of Seller (including the Subject Properties, the areas subject to Ancillary Property Rights and all improvements thereto and operations thereon) and to discuss the operations, technical findings, affairs, finances and accounts of Seller and other matters affecting Seller and its properties (including the Subject Properties, the areas subject to Ancillary Property Rights and all improvements thereto and operations thereon) with the officers of Seller.
- (d) With regard to the visits and inspections permitted by Section 7.2(b) and Section 7.2(c) hereof, Seller shall not be responsible for injuries to or damages suffered by Purchaser or its Representatives during any such visit or inspection unless such injuries or damages are caused or contributed to by the gross negligence or willful misconduct of Seller, its representatives or any other Person for whom Seller is legally responsible. Purchaser and its Representatives shall not permit their activities under this Section 7.2 to unreasonably interfere with the business and operations of Seller and its properties, including the Project site, or at any facility or processor at which Minerals may be processed, and agree that such inspections shall be subject to the confidentiality provisions of this Agreement. Such site inspection activities shall also be subject to supervision of Seller, conducted in compliance with Governmental Requirements and Seller’s safety and workplace rules and procedures. Purchaser and its Representative shall diligently complete any audit or other examination permitted hereunder.

ARTICLE 8 COVENANTS

8.1 Conduct of Operations; Compliance with Governmental Requirements

- (a) Seller shall engage solely in the business of developing and operating the Subject Properties and the Project and other prospective mineral properties and activities incidental thereto.
- (b) All decisions regarding the Project, including all decisions concerning the methods, extent, times, procedures and techniques of any (i) exploration, development and mining related to the Project, including spending on capital expenditures, (ii) leaching, milling, processing or extraction, (iii) materials to be introduced on or to the Project, and (iv) except as provided herein, the sales of Minerals and terms thereof shall be made by Seller, in its sole discretion. Without limiting the generality of the foregoing, Seller shall be permitted to place the Project on care and maintenance at any time and from time to time in its sole discretion, provided that it is acting in a commercially reasonable manner and not inconsistent with Good Industry Practice.

- (c) Notwithstanding **Section 8.1(b)**, Seller agrees that it shall use commercially reasonable efforts to diligently carry out and perform all mining operations and activities pertaining to or in respect of the Project in a commercially reasonable manner and in all material respects in accordance with Governmental Requirements, the Approvals, and in accordance with the Project's operating plan in effect at such time and in a manner consistent with Good Industry Practice.
- (d) Notwithstanding **Section 8.1(b)**, Seller shall not consider the economic effect of this Agreement in any resource or reserve determination, mine design, mine planning or mine development, or in any studies, analyses or decision regarding the nature or location of the ore to be mined or the sequence of mining operations on the Subject Properties.
- (e) Except as expressly set forth in this Agreement, Seller shall not be responsible for or obliged to make any Delivery of Refined Gold for Minerals, or of the value thereof, lost in any mining or processing of Minerals conducted in accordance with accepted mining and milling practices.
- (f) For greater certainty, and not in derogation of any of the foregoing including **Section 8.1(b)**, Seller shall not be required to mine Minerals if it has determined, acting reasonably, that exploitation of the Project is not, at the relevant time, economically feasible.
- (g) Seller shall not, directly or indirectly, except with sixty (60) days' prior written notice to Purchaser, abandon, delay, forego or stop the operation of the Project, or abandon, relinquish, terminate or, to the extent it is within Seller's control, allow the termination of any Approval necessary for the operation of the Project, except for cessation of operations under care and maintenance, as a result of a Force Majeure, pursuant to any Governmental Requirement or to protect life, limb or property.

8.2 Preservation of Existence

Seller shall do and cause to be done all things necessary or advisable to maintain its corporate existence .

8.3 Processing/Commingling

Seller may process Other Minerals through Facilities, at any time, in priority to, or commingle Other Minerals with, Minerals; provided (i) Seller conducts such activities in a manner consistent with Good Industry Practice for weighing, determining moisture content, sampling and assaying of Other Minerals and Minerals and (ii) if the processing or commingling will occur prior to the date that the aggregate Payment Differential exceeds the Advance Payment, such Other Minerals shall be deemed to be Minerals for the purposes of this Agreement until such date only.

8.4 Marketing

- (a) Seller shall not amend or modify the terms of any Metal Sales Contract that is in effect on the date of this Agreement to include, or enter any new Metal Sales Contract that contains, any provisions that would prejudice the economic interest of Purchaser under this Agreement and not be typically contained in arms' length contracts for smelting, refining or other processing of copper concentrates (or Minerals in any other relevant

form), as the case may be, without the prior written consent of Purchaser, not to be unreasonably withheld .

- (b) Seller shall be responsible for delivering all Minerals that include Produced Gold to each Offtaker, in such quantity, description and amounts and at such times and places as required under and in accordance with each Metal Sales Contract.
- (c) Seller shall use commercially reasonable efforts to enforce its rights and remedies under each Metal Sales Contract with respect to any breaches of the terms thereof relating to the timing and amount of Offtaker Payments to be made thereunder. Seller shall promptly notify Purchaser of any material dispute arising under any such Metal Sales Contract in respect of Produced Gold that could reasonably be expected to negatively affect the Purchaser's rights hereunder.
- (d) Seller shall not sell unprocessed ore from the Project, to any third party without the prior written consent of Purchaser. For greater certainty, nothing in this **Section 8.4** shall prohibit the processing of Produced Gold by an Affiliate of Seller, provided that Produced Gold is eventually sold to an Offtaker.

8.5 Insurance

- (a) Seller will maintain, with financially sound and reputable insurance companies, property, liability, business interruption, construction and other insurance covering Seller and its operations, the Project, the Ancillary Property Rights and the Subject Properties and covering at least such risks, liabilities, damages and loss as are usually insured against at mining operations of similar size and scope in Chile.
- (b) The storage and shipment of Minerals, in whatever form, including each shipment of Minerals to an Offtaker, and each Delivery, shall be adequately insured in such amounts and with such coverages as are consistent with Good Industry Practice by Seller until the time that risk of loss and damage for such Minerals, and requirement to insure, is transferred to the Offtaker.
- (c) For any Mineral Loss, where Seller has received payments under a Seller insurance policy or from an Offtaker (whether under or relating to an Offtaker insurance policy) in respect of a Lot, Seller shall use a portion of the Net Proceeds of any such insurance or other payment to purchase and Deliver Refined Gold to Purchaser. The portion of the Net Proceeds Seller shall use to purchase and Deliver Refined Gold to Purchaser shall be equal to the Purchaser's pro rata interest in Minerals in such Lot, if any. The Purchaser's pro rata interest in Minerals in such Lot shall be determined by reference to the ratio of the value of the Produced Gold in such Lot, if any, to the value of the other Minerals in such Lot, based on:
 - (i) in the case of loss or damage of a partial Lot in the form of copper concentrate, on the dry weight determined by weighing, sampling and moisture on loading of such Lot and the agreed Offtaker assays for any portion of such Lot which has been delivered notwithstanding such Mineral Loss; and
 - (ii) in the case of loss or damage of a complete Lot in the form of copper concentrate, on the dry weight determined by weighing, sampling and moisture on loading of such Lot and Seller's provisional assays for such Lot prior to loading;

in each case based on the respective market prices of the payable metals contained in such Lot as determined by the claims adjustment process . Delivery of Refined Gold under this **Section 8.5(c)** shall be deemed to satisfy Seller's Delivery obligations under **Section 2.1** for any Produced Gold or Refined Gold subject to such Mineral Loss.

8.6 Seller's Delivery Obligations as Operating Expense

Notwithstanding any other provision in this Agreement, Seller's obligation to Deliver Refined Gold shall rank as an operating expense in any cash waterfall agreed with any provider of financing to Seller.

8.7 Ongoing Assistance with VQF Compliance

Seller shall provide to Purchaser such documents and information that are reasonably requested by Purchaser in order to comply with Purchaser's VQF self-regulatory obligations pursuant to the Anti-Money Laundering Act of 10 October 1997 under Swiss Governmental Requirements.

8.8 Expropriation Events and Expropriation Compensation

- (a) Upon the occurrence of an Expropriation Event, Seller (with the assistance of any Seller Affiliate having an interest in Seller or such Expropriation Event) shall use its commercially reasonable efforts to repudiate, void, stay or overturn such Expropriation Event and, if unsuccessful, to obtain promptly the full amount of Expropriation Compensation to which it may be entitled under applicable Governmental Requirements. Seller shall inform and consult with Purchaser regarding the status of discussions with or proceedings against any Governmental Authority relating to an Expropriation Event. For greater certainty, however, Seller and Seller Affiliates shall be entitled to control any such process for responding to an Expropriation Event or obtaining Expropriation Compensation.
- (b) Within thirty (30) days after receipt of any Expropriation Compensation, Seller or any Seller Affiliate receiving such proceeds shall pay to Purchaser a pro rata share of the Net Proceeds of such Expropriation Compensation, which pro rata share shall be determined by reference to the ratio of Purchaser's remaining economic interest in the Project to Seller's remaining economic interest in the Project immediately prior to the occurrence of the Expropriation Event. A failure to agree on the calculation of the Purchaser's pro rata share of Net Proceeds is an arbitrable Dispute under **Section 15.2**. Payments made to Purchaser in respect of this **Section 8.8** shall be without duplication.

8.9 Stockpiling

Seller shall be entitled to stockpile, store or place ores or mined rock containing Minerals in any locations within (i) the Subject Properties or (ii) any other properties owned, leased or otherwise controlled by Seller or any Seller Affiliate, whether on or off the Project site, *provided* if any such property is not owned by Seller, Seller shall use commercially reasonable efforts to protect its interest in such Minerals.

8.10 Tailings and Residues

All tailings, residues, waste rock, spoiled leach materials, and other waste materials (collectively "**Materials**") resulting from Seller's operations and activities on the Subject Properties shall be the sole property of Seller, but shall remain subject to this Agreement should the processing or reprocessing or use of Materials, as the case may be, in the future result in the production of Minerals.

8.11 Title Maintenance and Taxes

Seller shall at all times under this Agreement do all things at its own expense necessary to maintain its ownership of and title to the Project and the Ancillary Property Rights in good standing, including by paying all Taxes and applicable fees and making all filings and assessments in respect thereof.

8.12 Adjustment(s) for Process Changes

Seller may implement any one or more change(s) to the process circuit of the Project, at any time and from time to time, in its discretion, which change(s) the Project's recovery rate for gold; provided that, if any such change(s), individually or in the aggregate, decrease the recovery rate for gold below 60% in any consecutive two (2) calendar month period, Seller and Purchaser will negotiate in good faith an equitable adjustment to the entitlement of Purchaser hereunder, which adjustment shall have the effect on the first day of the two (2) calendar month period referred to above. If such adjustment cannot be settled by negotiation within 60 (sixty) days of Purchaser's receipt of Seller's notice of a process change, the appropriate adjustment shall be determined by arbitration pursuant to Section 15.2. The foregoing shall not apply to any process change implemented by Seller consistent with Good Industry Practice that is reasonably necessary to facilitate compliance with any Governmental Requirement, including any Environmental Law.

ARTICLE 9 CONFIDENTIALITY

9.1 General

Purchaser shall not, and shall cause its Representatives not to, without the express written consent of Seller, which consent shall not be unreasonably withheld or delayed, disclose any non-public data or information concerning Seller's operations or the Subject Properties or otherwise obtained under this Agreement; or otherwise issue any press releases concerning operations or the Subject Properties; provided, however, that Purchaser may disclose any data or information obtained under or in connection with this Agreement without the consent of Seller (i) if required to be made for compliance with any Governmental Requirement or order of a court having jurisdiction over Purchaser or its Affiliates, provided that Purchaser shall disclose only such data or information as, in the opinion of its counsel, is required to be disclosed and *provided further* that Purchaser shall promptly notify Seller in writing to permit Seller to have the opportunity to provide comments on the disclosure and to contest or seek to obtain an injunction or protective order or other remedy restricting the disclosure of such information; (ii) if required for compliance with any Governmental Requirement or the rules of securities exchanges or securities regulatory authorities, provided that Purchaser shall promptly notify Seller in writing to permit Seller to have the opportunity to provide comments on the disclosure; (iii) to any of Purchaser's Representatives; (iv) to any third party to whom Purchaser, in good faith, anticipates selling or assigning any portion of Purchaser's interest hereunder; or (v) to a prospective lender to whom any portion of Purchaser's interest hereunder is proposed to be granted as security; *provided further* that Purchaser shall (A) retain the Confidential Information in confidence and shall only disclose it to those Representatives or third parties in the case of clauses (iii) through (v) above, on a need to know basis where those Representatives or third parties have been informed of and agree to abide by the terms of this Section 9.1 as if those Representatives or third parties were party to this Agreement; (B) ensure that proper and secure storage is provided for the Confidential Information; (C) not use any such Confidential Information for its own use or benefit, except for the purpose of enforcing its rights under this Agreement or for the purposes stated in this Section 9.1; and (D) ensure that none of its Representatives or third parties to which access has been granted to Confidential Information as provided herein, does any act or thing which, if done by Purchaser, would constitute a breach of the undertakings contained in this Agreement.

9.2 Public Disclosure

The Parties each acknowledge that their respective Affiliates will file this Agreement on SEDAR and EDGAR, as applicable, if required to comply with applicable Governmental Requirements, including the laws of or applied by the Canadian Securities Commissions and the U.S. Securities and Exchange Commission. Each Party hereby agrees that, prior to such filing, it shall consult in good faith with the other Party regarding redactions, if any, that are permitted to be made to this Agreement as filed on SEDAR and EDGAR pursuant to applicable Governmental Requirements, provided, however, that the final determination of such redactions, if any, shall be made in the relevant filing Party's Affiliate's sole discretion.

9.3 Press Releases

Seller and Purchaser shall consult with each other before issuing, or permitting any of their respective Affiliates to issue, any press release concerning the execution of this Agreement or otherwise making any public disclosure concerning the execution of this Agreement and shall not issue any such press release or make any such public disclosure before receiving the consent of the other Party. Nothing in this **Section 9.3** prohibits any Party or its Affiliates from making a press release or other disclosure that is, in a Party's reasonable judgement, required by applicable Governmental Requirements if the Party or its Affiliate, making the disclosure has, to the extent permitted by applicable Governmental Requirements, first used its commercially reasonable efforts to consult with the other Party with respect to the timing and content thereof.

ARTICLE 10 CERTAIN ADDITIONAL RIGHTS OF PURCHASER

10.1 Right of First Offer

If, at any time and from time to time, Seller wishes to offer to a third party(ies), or Seller receives an unsolicited offer from a third party (in each case, the “**Potential Purchaser**”) to Transfer a stream, offtake, production payment or similar interest on gold or silver contained within or derived from the Subject Properties (each, a “**Proposed Transaction**”), and in the case of an unsolicited offer, such unsolicited offer has been fully authorized by all relevant corporate action of the Potential Purchaser and is otherwise bona fide, and Seller is willing to accept such offer, Seller shall notify Purchaser of such Proposed Transaction in writing (“**Transaction Notice**”).

The Transaction Notice shall contain, at a minimum, (i) the name and address of the Potential Purchaser, in the case of an unsolicited offer, (ii) a detailed description of the Proposed Transaction, (iii) the cash and non-cash consideration to be offered by Seller or to be paid or provided by the Potential Purchaser, as applicable (and Seller's good faith estimate of the reasonable cash equivalent value of any non-cash consideration) and (iv) such other information as Purchaser may reasonably request.

Purchaser shall have a period of thirty (30) days after receipt of a Transaction Notice to notify Seller, in writing (the “**Acceptance**”), that Purchaser (directly or through an Affiliate) wishes to consummate a transaction with Seller at the same price and otherwise on the same terms and conditions as the Proposed Transaction (except that all non-cash consideration included in the Proposed Transaction shall be converted to its reasonable cash equivalent value).

If Purchaser does not provide such notice within such thirty (30) day period, Seller shall be free to consummate the Proposed Transaction with a Potential Purchaser on terms no more favorable to the Potential Purchaser than those specified in the Transaction Notice, within (A) for any Proposed

Transaction relating to an unsolicited offer, sixty (60) days and (B) for any other Proposed Transaction one hundred twenty (120) days, after the expiration of such thirty (30) day period; provided, that any Proposed Transaction complies, in relevant part, with Article 11 hereof.

If Seller does not consummate a Proposed Transaction within the applicable period set forth in Section 10.1(A) or (B) above, the terms of this Section 10.1 shall apply again to any Proposed Transaction for the same interests subject thereto.

If Purchaser elects to consummate a Proposed Transaction pursuant to this Section 10.1, the closing of the Proposed Transaction shall occur on or before the later of (i) the ninetieth (90th) following delivery of the Acceptance and (ii) the receipt of by Purchaser and Seller of all Approvals required to consummate the Proposed Transaction.

For the avoidance of doubt, this Section 10.1 shall not apply to (1) hedging transactions, including involving spot sales, forward sales, options or loans; provided that if a hedging transaction is entered into with a third-party other than a financial institution or bullion bank, such transaction have only fixed delivery obligations and no material attributes substantially similar to a stream or royalty, (2) a sale of all or substantially all of the Project Assets; (3) any Metal Sales Contract; or (4) inter-company Transfers to Seller Affiliates; or (5) any pre-payment by an Offtaker.

10.2 Right of First Offer (Mineral Rights)

If Seller intends to abandon all or any portion of the Subject Properties, Seller shall give at least sixty (60) days' written notice of such intention in advance of the proposed date of abandonment to Purchaser, and Purchaser shall have the right, but not the obligation, to have Seller assign or transfer each of such Subject Properties to Purchaser, for a purchase price of \$10.00 per Subject Property to be paid to Seller.

ARTICLE 11 LIMITATIONS ON ASSIGNMENT AND TRANSFER

11.1 By Seller or any Seller Affiliate

- (a) Seller shall not, except on thirty (30) days' prior written notice to Purchaser, Transfer all or any portion of the Project, the Project Assets or its interest in this Agreement, to any Person (whether or not a Seller Affiliate); unless (i) such Person has, or shall have immediately following the Transfer, the financial wherewithal, and (ii) has, or shall have immediately following the Transfer, the technical wherewithal, or has engaged a Person who has the technical wherewithal, to operate the Project (only if the transferee will operate the Project following the relevant Transfer) and otherwise assume all of Seller's obligations under this Agreement to which the Transferred Interest is subject, if any.
- (b) No direct or indirect Transfer under Section 11.1(a) (including, by merger, consolidation, amalgamation, liquidation, dissolution or otherwise by operation of law), shall become effective or relieve Seller of its obligations under this Agreement, including its liability for Delivery, unless Seller shall first have delivered to Purchaser a written undertaking by the Person receiving the Transferred Interest and enforceable by Purchaser, that such Person shall be bound by the terms and conditions of this Agreement and any amendments hereto with respect to the Transferred Interest.
- (c) Seller shall not effect any Transfer under Section 11.1(a) if:

- (i) such Transfer results in an increase in any Taxes set out in subsection (i) of the definition of Excluded Taxes payable by Purchaser as determined by reference to the Governmental Requirements in effect or proposed at the time of such Transfer, or an indemnity reasonably acceptable to Purchaser is provided in respect of such Taxes;
 - (ii) a Seller Event of Default has occurred and is continuing; or
 - (iii) a material consent for such Transfer is required from any Governmental Authority but has not been obtained prior to the effectiveness of, and in connection with, such Transfer, and Seller or the Person receiving the Transferred Interest has not satisfied any financial obligations to any Governmental Authority required for such Transfer.
- (d) It is understood and acknowledged that **Section 11.1(a)** shall not apply to (i) any Proposed Transaction permitted hereunder, (ii) any Permitted Disposition, (iii) any Permitted Encumbrance, or (iv) any change of control of Seller Parent (whether by contract, merger, take-over bid, plan of arrangement, consolidation, amalgamation, liquidation, dissolution or otherwise by operation of law), (v) Transfer of any economic interest in Seller; or (vi) any Transfer that does not result in a change of operating control of the Project.

11.2 By Purchaser

- (a) Purchaser may Transfer all or any portion of its interest under this Agreement (i) to a Purchaser Affiliate by providing ten (10) days' prior written notice to Seller and (ii) to any Person who is not a Purchaser Affiliate by providing thirty (30) days' prior written notice to Seller. Before any Transfer by Purchaser under this **Section 11.2** shall become effective or relieve Purchaser of its obligations under this Agreement, Purchaser shall first have delivered to Seller a written undertaking by the Person receiving the Transferred Interest and enforceable by Seller, that it shall be bound by the terms and conditions of this Agreement and any amendments hereto with respect to which the Transferred Interest is subject. If Purchaser Transfers a portion of its interests in this Agreement under this **Section 11.2**, then Purchaser and any Person receiving a Transferred Interest must agree to common administrative procedures for reporting, audit rights and notices under this Agreement.
- (b) It is understood and acknowledged that this **Section 11.2** shall not apply to (and none of the following shall be a Transfer by Purchaser) (i) any change of control of Purchaser Parent, whether by contract, merger, tender offer, consolidation, amalgamation, liquidation, dissolution or otherwise by operation of law; or (ii) the grant by Purchaser of any security interest for its rights under this Agreement, and any foreclosure sale, transfer in lieu thereof or other disposition pursuant thereto.
- (c) Purchaser shall not effect a Transfer if such Transfer results in an increase in any Taxes payable by Seller as determined by reference to the Governmental Requirements in effect or proposed at the time of such Transfer, or an indemnity acceptable to Seller, acting reasonably, is provided in respect of such Taxes.

11.3 No Assignments to Restricted Persons

Notwithstanding anything in this Agreement to the contrary, except for a Permitted Disposition (i) no Party may effect a Transfer (1) of its rights under this Agreement, or (2) in the case of Seller, all or any portion of the Project, and (ii) no Affiliate of Seller with may effect a Transfer of any portion of its capital stock of the Seller, to, in either case under (i) or (ii), any Restricted Person.

11.4 Effect of Prohibited Transfers and Assignments

Notwithstanding anything in this Agreement to the contrary, any attempted Transfer in violation of the provisions of this **Article 11** shall be null and void *ab initio*.

ARTICLE 12 SELLER EVENTS OF DEFAULT; SELLER LIQUIDATION EVENT; PURCHASER REMEDIES

12.1 Seller Events of Default

Each of the following shall constitute an event of default by Seller (each, a “**Seller Event of Default**”):

- (a) Seller fails to Deliver any amount of Refined Gold to Purchaser in accordance with **Section 2.1**, which breach is not cured within ten (10) Business Days;
- (b) Any of Seller’s representations and warranties (i) set forth in **Sections 6.1 (f), (l)(i), (m), (n), (p), (r), (t), (v)(ii), (x)** and **(z)(iv)–(v)** are inaccurate in any material respect or such inaccuracy would be expected to result in a MAE (Seller) and (ii) otherwise set forth in **Section 6.1** are inaccurate in any respect, in each case which inaccuracy is incapable of being cured, or, if any such inaccuracy is capable of being cured, the circumstances giving rise to such inaccuracy are not cured within forty-five (45) days after receipt of notice of such inaccuracy from Purchaser, or such longer period of time as Purchaser may permit, in writing, in its sole discretion;
- (c) Seller is in breach of any covenant (excluding any covenant under **Article 11**) set forth in this Agreement in any material respect (or in any respect in the case of covenants that are qualified by materiality or by the occurrence of a MAE (Seller)), in each case which breach is incapable of being cured, or, if any such breach is capable of being cured, such breach is not cured within forty-five (45) days after receipt of notice of such breach from Purchaser, or such longer period of time as Purchaser may permit, in writing, in its sole discretion; and
- (d) Seller is in breach of **Article 11**.

12.2 Purchaser Remedies for a Seller Event of Default

If a Seller Event of Default occurs and is continuing, Purchaser’s sole and exclusive remedy, upon written notice to Seller, at its option, shall be to do any of the following:

- (a) specifically enforce this Agreement, including by demanding the Delivery by Seller to Purchaser of any Refined Gold for which Delivery is due under **Section 2.1** but which has not been Delivered and commence a proceeding to recover Purchaser’s direct and actual damages arising from such Seller Event of Default; or

- (b) elect to reduce the Cash Payment Percentage from fifteen percent (15.0%) to ten percent (10.0%) until the date upon which such Seller Event of Default has been cured, it being understood that Purchaser may elect to apply such reduced Cash Payment Percentage to any make up Delivery of past due ounces of Refined Gold even if a default under **Section 12.1(a)** is cured by such Delivery.

provided, however, that Purchaser's remedies shall not include the ability to recover all or any portion of the Advance Payment or to recover damages in the amount of the net present value of Purchaser's expected return under this Agreement.

12.3 Purchaser Remedy for Seller Liquidation Event

Within thirty (30) days after receipt of any proceeds realized as a result of a Seller Liquidation Event, Seller or any Seller Affiliate receiving such proceeds at the conclusion of such Seller Liquidation Event shall pay to Purchaser a pro rata share of the Net Proceeds of such Liquidation Event, which pro rata share shall be determined by reference to the ratio of Purchaser's remaining economic interest in the Project to Seller's or such Seller Affiliate's remaining economic interest in the Project immediately prior to the occurrence of the Liquidation Event. A failure to agree on the calculation of the Purchaser's pro rata share of Net Proceeds is an arbitrable Dispute under **Section 15.2**. Payments to Purchaser in respect of this Section 12.3 shall be without duplication.

ARTICLE 13 PURCHASER EVENTS OF DEFAULT

13.1 Purchaser Events of Default

Each of the following shall constitute an event of default by Purchaser (each, a "**Purchaser Event of Default** "):

- (a) Purchaser fails to pay the purchase price for Refined Gold Delivered when due, and fails to cure such breach within ten (10) Business Days;
- (b) Any of Purchaser's representations and warranties set forth (i) in **Section 6.2 (k)(ii)** are inaccurate in any material respect or any such inaccuracy would be expected to result in a MAE (Purchaser), or (ii) otherwise set forth in **Section 6.2** are inaccurate in any respect, in each case which inaccuracy is incapable of being cured, or, if any such inaccuracy is capable of being cured, the circumstances giving rise to such inaccuracy are not cured within forty-five (45) days after receipt of notice of such inaccuracy from Seller, or such longer period of time as Seller may permit, in writing, in its sole discretion; and
- (c) Purchaser is in breach of **Article 11**.

13.2 Seller's Remedies

- (a) If a Purchaser Event of Default described in **Section 13.1(a)** occurs and is continuing for a period of less than two (2) years, Seller's sole and exclusive remedy during such period shall be to suspend its Delivery obligations under this Agreement (upon written notice to Purchaser), other than those Delivery obligations that arose prior to the date of such written notice, and such other representations, covenants and other provisions of this Agreement as are required to give effect thereto. If Purchaser cures such Purchaser Event of Default in full during such period, then Seller's obligations under this Agreement

shall recommence as of the date Purchaser cures such Purchaser Event of Default in full. For greater certainty, upon such a recommencement of Seller's obligation, Seller shall not be required to make any Deliveries suspended pursuant to this Section 13.2(a).

- (b) If a Purchaser Event of Default described in Section 13.1(a) occurs and is continuing for a period of two (2) years or more, Seller's sole and exclusive remedy shall be, at its option, to either (i) suspend (or continue to suspend) Seller's Delivery obligations under this Agreement (upon written notice to Purchaser), other than those Delivery obligations that arose prior to the date of such written notice, and such representations, covenants and, other provisions of this Agreement as are required to give effect thereto or (ii) terminate this Agreement. If Seller elects the remedy set forth in clause (i) of the previous sentence and Purchaser cures Purchaser Event of Default in full, then Seller's obligations under this Agreement shall recommence as of the date Purchaser cures such Purchaser Event of Default in full (see above). For greater certainty, upon such a recommencement of Seller's obligation Seller shall not be required to make any Deliveries suspended pursuant to this Section 13.2(b).
- (c) If a Purchaser Event of Default described in Sections 13.1(b) or (c) occurs and is continuing, Seller shall have the right to commence a proceeding against Purchaser to recover Seller's direct and actual damages arising out of such Purchaser Event of Default, but not expectation or consequential damages, which right shall be Seller's sole and exclusive remedy for any such Purchaser Event of Default.
- (d) For the avoidance of doubt, in no event shall Seller have any right to terminate this Agreement upon the occurrence or continuation of a Purchaser Event of Default other than as set forth in Section 13.2(b).

ARTICLE 14 INDEMNITY OF PURCHASER

14.1 Indemnity

- (a) Subject to Section 16.12, Seller agrees to indemnify Purchaser from and against, and to hold Purchaser harmless from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever (collectively "**Losses**") which may at any time be imposed on, incurred by or asserted against Purchaser in any way relating to or arising out of (A) any breach by Seller or any misrepresentation or inaccuracy of any representation or warranty of Seller contained in this Agreement; (B) any breach or non-performance by Seller of any covenant or agreement to be performed by Seller contained in this Agreement; (C) any Third Party Claim relating to or arising out of the failure of Seller to comply with any Governmental Requirement, including any Environmental Governmental Requirement or Approval relating to environmental protection and reclamation obligations, with respect to the Subject Properties or the Ancillary Property Rights; (D) any Third Party Claim relating to or arising out of the physical environmental condition of the Subject Properties or the Ancillary Property Rights and matters of health or safety related to the Subject Properties or the Ancillary Property Rights or any action or claim brought with respect to either and (E) any Third Party Claim relating to or arising out of any other circumstance or condition incidental to operation of the Project or the performance of this Agreement by Seller.

- (b) (i) In the event of the assertion or commencement of any Third Party Claim with respect to which Purchaser may be entitled to indemnification pursuant to this **Article 14**, Purchaser shall promptly give written notice to Seller specifying in reasonable detail the Third Party Claim and the basis for indemnification (the “ **Claim Notice** ”); provided, that the failure of Purchaser to promptly notify Seller of any such matter shall not release Seller, in whole or in part, from any obligation hereunder unless (and then solely to the extent) thereby is materially prejudiced. From the time Purchaser receives notice of the Third Party Claim, Purchaser shall use commercially reasonable efforts to protect its rights and the rights of Seller for such Third Party Claim.
- (ii) Seller shall have thirty (30) days from receipt of a Claim Notice (or such lesser number of days set forth in the Claim Notice as may be required by court proceedings in the event of litigation) to notify Purchaser that they desire to defend Purchaser against such Third Party Claim; provided, that if the Third Party Claim (A) seeks relief other than payment of monetary damages, or that could reasonably result in the imposition of a consent order, injunction or decree, in any case that would materially restrict the future activity or conduct of Purchaser, (B) is brought by a Governmental Authority claiming a finding or admission of a violation of Governmental Requirement, or (C) could reasonably result in any monetary liability of Purchaser that will not be fully or promptly reimbursed by Seller, or (D) relates to any ongoing business of Purchaser (other than pursuant to this Agreement), then, in each such case, Purchaser will have the right to defend and, subject to **Section 14.1(b)(iv)**, compromise or settle such Third Party Claim. Subject to the foregoing, if Seller elects to defend the Indemnified Person against a Third Party Claim, Seller will have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that Seller will not enter into any compromise or settlement without the written consent of Purchaser, which consent will not be unreasonably withheld, conditioned or delayed. Once Seller has notified Purchaser that it elects to defend Purchaser against such Third Party Claim, Purchaser shall deliver to Seller, promptly following Purchaser’s receipt thereof, copies of all notices and documents (including court papers) received by Purchaser relating to the Third Party Claim.
- (iii) If Seller does not notify Purchaser that Seller elects to defend Purchaser pursuant to **Section 14.1(b)(ii)** (and subject to the limitations set forth therein), then Purchaser will have the right to defend against all appropriate proceedings which proceedings will be prosecuted with reasonable diligence by Purchaser.
- (iv) If Purchaser defends against a Third Party Claim pursuant to **Sections 14.1(b)(ii)(A)-(D)** or **14.1(b)(iii)**, then Purchaser is entitled to be reimbursed for its reasonable costs and expenses in regard to the Third Party Claim with counsel selected by Purchaser. In such circumstances, Purchaser will have full control of such defense and proceedings; provided, however, that Purchaser will not enter into any compromise or settlement of such Third Party Claim if indemnification is to be sought hereunder, without the written consent of Seller, which consent will not be unreasonably withheld, conditioned or delayed. Seller may participate in, but not control, any defense or settlement

controlled by Purchaser pursuant to **Section 14.1(b)(iii)**, and Seller will bear its own costs and expenses with respect to such participation.

- (v) Seller and Purchaser shall cooperate in good faith in the conduct of the defense of such Third Party Claim, including by keeping each other reasonably apprised of the status of such Third Party Claim, subject to the reasonable protection of confidential information or in order to preserve lawyer-client privilege, by retaining records and information that are reasonably relevant to such Third Party Claim, and by providing reasonable access to each other's relevant business records and other documents, and employees.
- (vi) If Seller pays to Purchaser an amount for an indemnity and Purchaser subsequently recovers, whether by payment, discount, credit, saving, relief or other benefit or otherwise, a sum or anything else of value (the "**Recovery Amount**") which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, Purchaser shall forthwith repay to Seller whichever is the lesser of: (i) an amount equal to the Recovery Amount less any out-of-pocket costs and expenses properly incurred by Purchaser in recovering the same; and (ii) the amount paid to Purchaser for the claim under the relevant indemnity, provided that there shall be no obligation on Purchaser to pursue any Recovery Amount and that Seller is repaid only to the extent that the Recovery Amount, aggregated with any sum recovered from Seller, exceeds the loss sustained by Purchaser except, however, that if Purchaser elects not to pursue a Recovery Amount, the Purchaser, upon request by Seller, shall assign to Seller its right to do so.
- (c) Subject to **Section 16.12**, Purchaser agrees to indemnify Seller from and against, and to hold Seller harmless from, any and all Losses which may at any time be imposed on, incurred by or asserted against Seller in any way relating to or arising out of (A) any breach by Purchaser or any misrepresentation or inaccuracy of any representation or warranty of Purchaser contained in this Agreement; and (B) any breach or non-performance by Purchaser of any covenant or agreement to be performed by Purchaser contained in this Agreement.

ARTICLE 15 DISPUTE RESOLUTION

15.1 Delivery Disputes

- (a) If Purchaser intends to initiate a Dispute for a statement or any other matter for any Delivery pursuant to **Article 2** (a "**Delivery Dispute**"), Purchaser must notify Seller of such Dispute, in writing, within one (1) year from the relevant Date of Delivery. If Purchaser does not notify Seller of a Delivery Dispute within one (1) year of the relevant Date of Delivery, then that Delivery is final and binding on the Parties.
- (b) If Purchaser and Seller have not resolved a Delivery Dispute within sixty (60) days of Seller's receipt of Purchaser's notice of that Delivery Dispute, then Purchaser may, during the ensuing sixty (60) days, submit that Delivery Dispute to a mutually agreed Auditor. That Auditor shall prepare a written report on the Delivery Dispute for the benefit of both parties (the "**Auditor's Report**"). If Purchaser and Seller are unable to agree on an Auditor within that ensuing sixty (60) days, the regular auditor of Seller and the regular auditor of

Purchaser shall agree on the Auditor. If they are unable to agree on an Auditor within thirty (30) days of being requested to do so, the Auditor shall be determined by lot (i.e., by random draw) with each of Seller and Purchaser submitting one (1) candidate satisfying the definition of an Auditor in **Section 1.1** of this Agreement.

- (c) In preparing the Auditor's Report, the Auditor shall have the same inspection rights as Purchaser has under this Agreement. Seller shall provide, or cause to be provided, to the Auditor all information requested by the Auditor to enable the Auditor to prepare the Auditor's Report.
- (d) The Parties shall instruct the Auditor to deliver the Auditor's Report to them within thirty (30) days of the delivery to the Auditor of all information requested from Seller in accordance with **Section 15.1(c)**.
- (e) Purchaser shall pay the cost of obtaining the Auditor's Report, unless the Auditor's Report concludes that the amount of the Refined Gold that Seller should have Delivered (in aggregate for all Deliveries in dispute) was greater than the amount of Refined Gold Seller did Deliver, in which case Seller shall pay that cost.
- (f) If either Seller or Purchaser disputes the conclusion of the Auditor's Report and that Delivery Dispute is not resolved by the Parties within sixty (60) days of the date of delivery of the Auditor's Report to the Parties, for any reason, then that Delivery Dispute shall be resolved by arbitration under **Section 15.2**, provided that that Delivery Dispute must be referred to arbitration within ninety (90) days of the date of delivery of the Auditor's Report to the Parties and, if that Dispute is not so timely referred, then the Auditor's Report is final and binding on the Parties.
- (g) All Delivery Disputes shall be resolved only under this **Section 15.1**, including, if applicable, by an arbitration commenced under **Section 15.1(f)**.

15.2 Arbitration

- (a) If any Dispute is not resolved within 30 days of the delivery of a written notice of such Dispute by one Party to the other, for any reason, that Dispute shall be resolved by arbitration under this **Section 15.2**.
- (b) All such Disputes, and all Delivery Disputes referred to in **Section 15.1(f)**, shall be finally resolved by arbitration administered by the International Chamber of Commerce's International Court of Arbitration (the "**International Court of Arbitration**"), under its arbitration rules (the "**Arbitration Rules**"). The number of arbitrators shall be three. The seat of arbitration shall be Santiago, Chile. The language of the arbitration shall be Spanish.
- (c) Notwithstanding the provisions of the Arbitration Rules, the Party referring a Dispute to arbitration (in this **Section 15.2(c)**, the "**Referring Party**") under this Article shall appoint an arbitrator in its request for arbitration submitted pursuant to the Arbitration Rules, and the other Party shall appoint an arbitrator in its answer submitted pursuant to the Arbitration Rules (or if the other Party has not appointed an arbitrator within thirty (30) days following the date of the Referring Party's request for arbitration for any reason, the International Court of Arbitration shall appoint the arbitrator entitled to be appointed by the other Party). Such two arbitrators so appointed shall appoint a third arbitrator, who

shall act as president of the arbitration tribunal. If such two arbitrators have not appointed the third arbitrator within thirty (30) days of the date of appointment of the other Party's arbitrator for any reason, the International Court of Arbitration shall appoint that third arbitrator.

- (d) Notwithstanding **Article 15.2(a)**, and without derogating from the Parties' commitment to arbitrate or the arbitral tribunal's power to grant interim measures of protection under Article 29 of the Arbitration Rules, it is not inconsistent with this Agreement for a party to apply to a court of competent jurisdiction for an interim measure of protection pending the commencement or completion of arbitration.
- (e) Notwithstanding anything in the Governmental Requirement governing an arbitration or the Arbitration Rules, an arbitration tribunal may only award damages to the extent provided for by the terms of this Agreement.
- (f) In any arbitration, or in any court proceeding authorized to be taken under this Agreement, the arbitral tribunal or the court, as the case may be, shall, in addition to any other relief, be entitled to make an award or enter a judgment, as the case may be, for reasonable lawyer's fees and expenses, including expert's fees and any other costs of the proceeding.
- (g) If multiple Disputes arise, a Party may commence a single arbitration in respect of some or all of them.
- (h) The provisions of this **Section 15.2** do not apply to Delivery Disputes, except as provided in **Sections 15.1(f) and (g)**.

ARTICLE 16

GENERAL

16.1 Rules of Interpretation

Except as otherwise specifically provided in this Agreement and unless the context otherwise requires:

- (a) the terms "**hereof**," "**herein**," "**hereunder**," "**hereto**," and similar terms refer to this entire Agreement and not to any particular provision of this Agreement;
- (b) "**or**" is used in the inclusive sense of "**and/or**";
- (c) if a word or phrase is defined, then its other grammatical or derivative forms have a corresponding meaning;
- (d) unless otherwise specified, all references to articles, sections, exhibits and schedules are to the Articles, Sections, Exhibits and Schedules of this Agreement;
- (e) the headings of the Sections of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement;
- (f) the words "**include**," "**includes**," and "**including**" do not limit the preceding terms or words and shall be deemed to be followed by the words "**without limitation**";

- (g) This Agreement shall be construed according to its fair meaning, taken as a whole, as if the Parties had prepared it jointly, not as if prepared by one of the Parties;
- (h) references to the plural include the singular, and references to the singular include the plural;
- (i) a reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, any reference to a statute or regulation includes the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation;
- (j) unless otherwise specified, the terms “ **day** ” and “ **days** ” mean and refer to calendar day(s);
- (k) in this Agreement, any period of “ **Business Days** ” shall begin on the first Business Day after the event which began the period and end at 5:00 p.m. in the time zone applicable to the relevant performance obligation under this Agreement on the last Business Day of the period;
- (l) except where otherwise expressly provided, a monetary amounts are stated and shall be paid in the currency of the United States of America;
- (m) references to “ **ounce** ” or “ **ounces** ” shall be deemed to refer to a troy ounce or troy ounces;
- (n) if any action, including a payment hereunder, is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is valid if taken on or by the next Business Day; and
- (o) the following schedules are attached to and form part of this Agreement:

Schedule 1.1	Dayton Concessions
Schedule 1.2	Mining Properties
Schedule 1.3	Certain Permitted Encumbrances
Schedule 1.4	Universal Transverse Mercator Coordinates
Schedule 2.1(d)	Illustration of Refined Gold Delivery
Schedule 2.4	Seller Wire Instructions
Schedule 6.1	Seller Disclosure Schedules

16.2 Purchase and Sale; Not a Debt Instrument

The Parties acknowledge and agree that this Agreement and the purchase and sale transactions contemplated hereby are, and are intended to be, transactions for the purchase and sale of gold. Nothing in this Agreement shall be construed to create, expressly or by implication, a debt instrument between the Parties under any applicable Governmental Requirement. Each Party shall and shall cause its Affiliates to characterize the transactions subject to this Agreement as the purchase and sale of gold

for all purposes, including filings, communications and other representations made with or to any authority for Tax reporting, accounting, or financial reporting.

16.3 Further Assurances

The Parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Agreement .

16.4 Force Majeure

The obligations of Seller in respect of the operation of the Project, shipment of Minerals to any Offtaker under any Metal Sales Contract, Inventory Deliveries resulting from suspension of shipments of Minerals to Offtakers and Delivery of Refined Gold shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control (except for lack of funds), including, without limitation: labour disputes (however arising and whether employee demands are reasonable or within the power of the parties to grant); acts of God; Governmental Requirements; Environmental Governmental Requirements; instructions or requests of any Governmental Authority; inability to obtain on reasonably acceptable terms any Approvals; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of Environmental Governmental Requirements; Expropriation Events; disruptions or suspensions of trading, deliveries or settlements in bullion markets (including the LBMA); acts of war, whether declared or undeclared; riot, civil strife, insurrection or rebellion; fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather conditions; delay or failure by suppliers or transporters of Minerals, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown of equipment, machinery or facilities; or any other cause whether similar or dissimilar to the foregoing (“ **Force Majeure** ”). Seller shall promptly give notice to Purchaser of the suspension of performance, stating therein the nature of the suspension, the reasons therefore, and the expected duration thereof. Seller shall resume performance as soon as reasonably possible. Except as expressly set forth in this **Section 16.4** and **Section 8.1(f)**, the obligations of Seller under this Agreement, including, but not limited to, the obligation to make a Delivery of Refined Gold when due, shall not be affected by any Force Majeure .

16.5 Survival

All covenants, agreements, representations, warranties and indemnities made under this Agreement shall survive the execution and delivery of this Agreement and shall survive the Effective Date. The following provisions shall survive termination of this Agreement: **Article 9**, **Sections 12.2** (solely for events occurring prior to the termination of this Agreement), **Section 8.8(b)**, **Section 12.3** (in each case, other than in the event of a termination under **Section 13.2(b)**), **Section 13.2** (solely for events occurring prior to the termination of this Agreement), **Article 14** (solely for events occurring prior to the termination of this Agreement), **Section 15.1** (solely for events occurring prior to the termination of this Agreement), **Section 15.2** and **Article 16** and such other provisions of this Agreement as are required to give effect thereto.

16.6 No Partnership

Nothing in this Agreement shall be construed to create, expressly or by implication, a joint venture, mining partnership, commercial partnership, or other partnership of any kind or as imposing upon any Party any partnership duty, obligation or liability or any fiduciary duty, obligation or liability to any other Party hereto .

16.7 Governing Law

This Agreement is to be governed by and construed under the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to those principles of conflicts of laws that might otherwise require application of the laws of any other jurisdiction .

16.8 Notices

- (a) Unless otherwise provided in this Agreement, any notice or other correspondence required or permitted by this Agreement shall be deemed to have been properly given or delivered when made in writing and hand-delivered to the Party to whom directed, or when given by facsimile transmission, with all necessary delivery charges fully prepaid (or in the case of a facsimile, upon confirmation of receipt), and addressed to the Party to whom directed at the following address:

- (i) if to Seller to:

Compañía Minera Teck Carmen de Andacollo
c/o Teck Resources Chile Limitada
Isidora Goyenechea 2800, Oficina 802
Las Condes, Santiago, Chile
Attention: Christian Arentsen
Facsimile: (56-2) 464 5794

with a copy, which shall not constitute notice, to:

Borden Ladner Gervais LLP
1200 Waterfront Centre
200 Burrard Street, P.O. Box 48600
Vancouver, British Columbia, V7X 1T2 Canada
Attention: Fred R. Pletcher
Facsimile: (604) 687-1415

- (ii) if to Purchaser to:

RGLD GOLD AG
Baarerstrasse 71
6300 Zug
Switzerland
Attention: Jason Hynes, Vice President
Facsimile: +41 41 530 1280

with a copy, which shall not constitute notice, to:

Hogan Lovells US LLP
One Tabor Center
1200 Seventeenth Street, Suite 1500
Denver, CO 80202 USA
Attention: Paul Hilton, Esq., Kevin R. Burke, Esq.
Facsimile: (303) 899-7333

- (b) Any notice or other communication given in accordance with this **Section 16.8**, shall be deemed to have been validly and effectively given on the date of delivery or receipt of confirmation (as applicable) if such date is a Business Day in the location of receipt and such delivery or confirmation is received before 4:00 pm at the place of delivery; otherwise, it shall be deemed to be validly and effectively given on the next Business Day following the date of delivery or confirmation.

16.9 Amendments

This Agreement may not be changed, amended, supplemented or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the Parties hereto.

16.10 Beneficiaries; Successors and Assigns

This Agreement is for the sole benefit of the Parties and shall enure to the benefit of and be binding on their successors and permitted assigns and, except as expressly contemplated herein, nothing herein is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature or kind whatsoever under or by reason of this Agreement.

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party other than as expressly provided in **Article 11**.

16.11 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, opinions, advice, assertions of fact, matters, undertakings or collateral agreements, express, implied or statutory, by or between the Parties (or by any of their respective employees, directors, officers, representatives or agents) other than as expressly set forth in this Agreement.

16.12 Remedies

In no event shall either Party be liable to the other Party for any lost profits (excluding moratorium damages) or incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based in contract, tort, including negligence, strict liability, fraud, or otherwise, or statutes, regulations, or any other theory) arising out of or in connection with this Agreement, even if advised of such potential damages; provided that this **Section 16.12** shall not apply to Purchaser's right to obtain specific performance of Seller's obligations to Deliver Refined Gold to Purchaser as contemplated under **Section 12.2(a)** of this Agreement or Purchaser's right to payment arising from an Expropriation Event under **Section 8.8(b)** or a Liquidation Event under **Section 12.3**.

16.13 Waivers

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

16.14 Severability

If any provision of this Agreement is determined by an arbitral tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

16.15 Counterparts; Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

16.16 Fees and Expenses

Each Party shall bear its own costs and expenses associated with the negotiation, preparation and execution of this Agreement, including the fees and expenses of counsel or other representatives.

16.17 Business Opportunity

Except as expressly provided in this Agreement, each Party shall have the right independently to engage in and receive full benefits from its business activities, whether or not competitive with the other Party, without consulting the other Party .

16.18 Time of the Essence

Time is of the essence in this Agreement .

[Signatures follow on next page.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

COMPANIA MINERA TECK CARMEN DE ANDACOLLO

/s/ Christian Arentsen de Grenade
Name: Christian Arentsen de Grenade
Title: Director

/s/ Francisco Javier Allendes Barros
Name: Francisco Javier Allendes Barros
Title: Director

RGLD GOLD AG

/s/ Jason Hynes
Name: Jason Hynes
Title: Vice President

/s/ Tony Jensen
Name: Tony Jensen
Title: Chairman

[SIGNATURE PAGE — PURCHASE AND SALE AGREEMENT]

Schedule 1.1

Dayton Concessions

1. Exploitation mining concessions named “Andacollo 23”; the measurement minute of which is registered on page 112 number 39 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over this mining concession is registered on page 413, number 94 of the cited Registry and Registrar of 1994.
 2. Exploitation mining concessions named “Nanita 47”; and “Nanita 48”; the measurement minute of which is registered on page 39 number 13 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 84, number 44 of the cited Registry and Registrar of 2010.
 3. Exploitation mining concessions named “Rio Elqui Uno 1”; and “Rio Elqui Uno 2”; (of the group named “Rio Elqui Uno 1 to 5 and 8”) the measurement minute of which is registered on page 1160 number 229 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 80, number 40 of the cited Registry and Registrar of 2010.
 4. Exploitation mining concessions named “Rosario 72”; “Rosario 75”; “Rosario 81”; “Rosario 82”; “Rosario 83”; “Rosario 84”; “Rosario 85”; and “Rosario 88”; (of the group named “Rosario 1 to 89”) the measurement minute of which is registered on page 118 number 41 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 413, number 94 of the cited Registry and Registrar of 1994.
 5. Exploitation mining concessions named “Rosario 149”; and “Rosario 150”; (of the group named “Rosario 141 to 170”) the measurement minute of which is registered on page 144 number 28 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 83, number 43 of the cited Registry and Registrar of 2010.
 6. Exploitation mining concession named “Valencia 32”; (of the group named “Valencia 1 to 36”) the measurement minute of which is registered on page 302 number 75 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over this mining concession is registered on page 302, number 75 of the cited Registry and Registrar of 1994.
 7. Exploitation mining concessions named “Zaragoza 5”; “Zaragoza 6”; “Zaragoza 7”; “Zaragoza 8”; “Zaragoza 9”; “Zaragoza 10”; “Zaragoza 11”; “Zaragoza 12”; “Zaragoza 13”; and “Zaragoza 14”; (of the group named “Zaragoza 1 to 14”) the measurement
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minute of which is registered on page 315 number 77 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 315, number 77 of the cited Registry and Registrar of 1994.

8. Exploitation mining concessions named “Arrecife 1 to 10”; the measurement minute of which is registered on page 264 number 68 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 264, number 68 of the cited Registry and Registrar of 1994.
 9. Exploitation mining concessions named “Córdova 9” and “Córdova 10” (of the group named “Córdova 1 to 11”); the measurement minute of which is registered on page 264 number 68 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 264, number 68 of the cited Registry and Registrar of 1994.
 10. Exploitation mining concessions named “Flor de María”; the measurement minute of which is registered on page 187 number 54 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over this mining concession is registered on page 413, number 94 of the cited Registry and Registrar of 1994.
 11. Exploitation mining concessions named “India 1 to 4”; the measurement minute of which is registered on page 204 number 57 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 413, number 94 of the cited Registry and Registrar of 1994.
 12. Exploitation mining concessions named “Indígena”; the measurement minute of which is registered on page 198 number 56 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over this mining concession is registered on page 413, number 94 of the cited Registry and Registrar of 1994.
 13. Exploitation mining concessions named “Lisboa 7” and “Lisboa 8” (of the group named “Lisboa 1 to 8”); the measurement minute of which is registered on page 258 number 67 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 258, number 67 of the cited Registry and Registrar of 1994.
 14. Exploitation mining concessions named “Rosario 1”; “Rosario 2”; and “Rosario 16” (of the group named “Rosario 1 to 89”); the measurement minute of which is registered on page 118 number 41 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 413, number 94 of the cited Registry and Registrar of 1994.
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15. Exploitation mining concessions named “Rosario 91” and “Rosario 92” (of the group named “Rosario 90 to 93); the measurement minute of which is registered on page 147 number 46 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Compañía Minera Dayton over these mining concessions is registered on page 413, number 94 of the cited Registry and Registrar of 1994.
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Schedule 1.2

Mining Concessions

1. Exploitation mining concession named “Aconcagua”, the measurement minute of which is registered on page 507 number 86 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 2. Exploitation mining concession named “Adolfo” the measurement minute of which is registered on page 616 number 107 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 3. Exploitation mining concession named “Aguada” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 4. Exploitation mining concessions named “Aldo 1 to 50” the measurement minute of which is registered on page 441 number 79 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 5. Exploitation mining concession named “Andrea” the measurement minute of which is registered on page 242 number 48 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 6. Exploitation mining concessions named “Anita 1 to 15” the measurement minute of which is registered on page 260 number 52 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 7. Exploitation mining concessions named “Antofagasta 1 to 2” the measurement minute of which is registered on page 536 number 92 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 8. Exploitation mining concessions named “Antonio 1 to 5”; “Antonio 16”; and “Antonio 17” (of the group named “Antonio 1 to 17”) the measurement minute of which is registered on page 275 number 54 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
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9. Exploitation mining concessions named “Antonio 1 to 17” (of the group named “Antonio 1 to 23”) the measurement minute of which is registered on page 37 number 20 of the Property Registry of the Andacollo Custodian of Mines of the year 2009. The ownership of Seller over these mining concessions is registered on page 44, number 21 of the cited Registry and Registrar of 2009;
 10. Exploitation mining concession named “Arica” the measurement minute of which is registered on page 527 number 90 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 11. Exploitation mining concession named “Atacama” the measurement minute of which is registered on page 517 number 88 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 12. Exploitation mining concessions named “Blanca 1 to 2” the measurement minute of which is registered on page 31 number 17 of the Property Registry of the Andacollo Custodian of Mines of the year 2009. The ownership of Seller over these mining concessions is registered on page 34, number 18 of the cited Registry and Registrar of 2009;
 13. Exploitation mining concessions named “Blanca Estela 1 to 2” the measurement minute of which is registered on page 34 number 10 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 27, number 19 of the cited Registry and Registrar of 2003;
 14. Exploitation mining concession named “Blanquita” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 15. Exploitation mining concession named “Carmen” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 16. Exploitation mining concession named “Carmen Bajo” the measurement minute of which is registered on page 321 number 62 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 17. Exploitation mining concessions named “Chifute 1 to 8” the measurement minute of which is registered on page 707 number 119 of the Property Registry of the Andacollo
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Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;

18. Exploitation mining concessions named “Chorrillo”, “Chorrillo Segunda” and “Chorrillo Tercera” the measurement minute of which is registered on page 629 number 110 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 19. Exploitation mining concessions named “Churque 1 to 85”; and “Churque 95 to 100” (of the group named “Churque 1 to 100”) the measurement minute of which is registered on page 287 number 55 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 20. Exploitation mining concessions named “Churque 1 to 4” the measurement minute of which is registered on page 566 number 98 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 21. Exploitation mining concessions named “Churque 5 to 9” the measurement minute of which is registered on page 255 number 51 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 22. Exploitation mining concession named “Clavel” the measurement minute of which is registered on page 521 number 89 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 23. Exploitation mining concessions named “Cobre Morado 1 to 6” (of the group named “Cobre Morado 1 to 10”) the measurement minute of which is registered on page 15 number 9 of the Property Registry of the Andacollo Custodian of Mines of the year 1997. The ownership of Seller over these mining concessions is registered on page 106, number 61 of the cited Registry and Registrar of 2006;
 24. Exploitation mining concession named “Compañía” the measurement minute of which is registered on page 331 number 67 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
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25. Exploitation mining concessions named “Complemento 1 to 10” the measurement minute of which is registered on page 266 number 53 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 26. Exploitation mining concession named “Condella” the measurement minute of which is registered on page 623 number 109 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 27. Exploitation mining concession named “Coquimbana” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 28. Exploitation mining concession named “Coquimbo” the measurement minute of which is registered on page 319 number 61 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 29. Exploitation mining concession named “Culebron” the measurement minute of which is registered on page 562 number 97 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 30. Exploitation mining concession named “Desempeño” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 31. Exploitation mining concession named “El Toro” the measurement minute of which is registered on page 582 number 102 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 32. Exploitation mining concession named “Emmita” the measurement minute of which is registered on page 329 number 66 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 33. Exploitation mining concessions named “Encarnación 1 to 5” (of the group named “Encarnación 1 to 10”) the measurement minute of which is registered on page 83 number 17 of the Property Registry of the Andacollo Custodian of Mines of the year
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1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;

34. Exploitation mining concessions named “Encarnación 6 to 10” (of the group named “Encarnación 1 to 10”) the measurement minute of which is registered on page 83 number 17 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 35. Exploitation mining concessions named “Escondida 1 to 2” the measurement minute of which is registered on page 633 number 111 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 36. Exploitation mining concession named “Gladý” the measurement minute of which is registered on page 185 number 35 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 37. Exploitation mining concession named “Gloria” the measurement minute of which is registered on page 149 number 29 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 38. Exploitation mining concession named “Guanaco” the measurement minute of which is registered on page 333 number 68 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 39. Exploitation mining concessions named “Hermosa 1 to 3” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessione is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 40. Exploitation mining concession named “Hermosa” the measurement minute of which is registered on page 179 number 34 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 41. Exploitation mining concession named “Huamachuco” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
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42. Exploitation mining concession named “Infante” the measurement minute of which is registered on page 327 number 65 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 43. Exploitation mining concession named “Invierno” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 44. Exploitation mining concession named “Las Dos Coloradas” the measurement minute of which is registered on page 315 number 59 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 45. Exploitation mining concession named “Laura” the measurement minute of which is registered on page 237 number 47 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 46. Exploitation mining concession named “Limari” the measurement minute of which is registered on page 541 number 93 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 47. Exploitation mining concession named “Los Angeles” the measurement minute of which is registered on page 733 number 122 and on page 795 number 130, both of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 48. Exploitation mining concessions named “Los Veneros 88”; “Los Veneros 89”; “Los Veneros 94 to 97”; “Los Veneros 101 to 105”; “Los Veneros 108 to 110”; and “Los Veneros 113” (of the group named “Los Veneros 1 to 114”), the measurement minute of which is registered on page 10 number 4 of the Property Registry of the Andacollo Custodian of Mines of the year 2007. The ownership of Seller over these mining concessions is registered on page 10, number 4 of the cited Registry and Registrar of 2007;
 49. Exploitation mining concessions named “Louisiana”, “Clarín”, “Alabama”, “Rosa”, “Colorada”, “Demasia”, “Florida”, “Tennessee” and “Maria” the measurement minute of which is registered on page 74 number 15 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these
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mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;

50. Exploitation mining concessions named “Luz 1 to 4”,(of the group named “Luz 1 to 6”) the measurement minute of which is registered on page 619 number 108 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 51. Exploitation mining concession named “Maravilla” the measurement minute of which is registered on page 499 number 84 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 52. Exploitation mining concession named “Marta Elvira” the measurement minute of which is registered on page 317 number 60 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 53. Exploitation mining concession named “Martina” the measurement minute of which is registered on page 231 number 46 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 54. Exploitation mining concession named “Maruja Primera” the measurement minute of which is registered on page 335 number 69 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 55. Exploitation mining concession named “Maruja Segunda” the measurement minute of which is registered on page 750 number 124 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 56. Exploitation mining concession named “Miguel” the measurement minute of which is registered on page 614 number 106 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 57. Exploitation mining concessions named “Nanita 8”; “Nanita 12”; “Nanita 24 to 27”; “Nanita 33 to 46”; and “Nanita 51 to 65” (of the group named “Nanita 1 to 65”) the measurement minute of which is registered on page 39 number 13 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller
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over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;

58. Exploitation mining concession named “Negrita” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 59. Exploitation mining concessions named “Nelly 1 to 5” the measurement minute of which is registered on page 304 number 56 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 60. Exploitation mining concession named “Ohio” the measurement minute of which is registered on page 521 number 89 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 61. Exploitation mining concession named “Otoño” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 62. Exploitation mining concession named “Pelargonia” the measurement minute of which is registered on page 557 number 96 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 63. Exploitation mining concession named “Perlita” the measurement minute of which is registered on page 325 number 64 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 64. Exploitation mining concession named “Poderosa” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 65. Exploitation mining concession named “Preciosa” the measurement minute of which is registered on page 217 number 41 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 66. Exploitation mining concession named “Primavera” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
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67. Exploitation mining concession named “Protectora” the measurement minute of which is registered on page 219 number 42 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 68. Exploitation mining concession named “Prudencio” the measurement minute of which is registered on page 221 number 43 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 69. Exploitation mining concession named “Reforma” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 70. Exploitation mining concession named “Relleno” the measurement minute of which is registered on page 173 number 33 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 71. Exploitation mining concession named “Resguardo” the measurement minute of which is registered on page 311 number 57 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 72. Exploitation mining concessions named “Rio Elqui Uno 6”; “Rio Elqui Uno 7”; and “Rio Elqui Uno 9 to 33” (of the group named “Rio Elqui Uno 1 to 33”), the measurement minute of which is registered on page 1160 number 229 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 1160, number 229 of the cited Registry and Registrar of 1996;
 73. Exploitation mining concessions named “Rio Elqui Dos 1 to 4”; “Rio Elqui Dos 8 to 13”; and “Rio Elqui Dos 16 to 95” (of the group named “Rio Elqui Dos 1 to 95”) the measurement minute of which is registered on page 1169 number 230 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 1169, number 230 of the cited Registry and Registrar of 1996;
 74. Exploitation mining concessions named “Rio Elqui Tres 2 to 53” (of the group named “Rio Elqui Tres 1 to 53”) the measurement minute of which is registered on page 769 number 127 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 769, number 127 of the cited Registry and Registrar of 1996;
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75. Exploitation mining concessions named “Rio Limari Dos 1 to 11” the measurement minute of which is registered on page 788 number 129 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 788, number 129 of the cited Registry and Registrar of 1996;
 76. Exploitation mining concessions named “Rio Limari Tres 1 to 70” the measurement minute of which is registered on page 1178 number 231 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 1178, number 231 of the cited Registry and Registrar of 1996;
 77. Exploitation mining concessions named “Rio Limari Cuatro 1 to 82” the measurement minute of which is registered on page 779 number 128 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 779, number 128 of the cited Registry and Registrar of 1996;
 78. Exploitation mining concession named “Roberto” the measurement minute of which is registered on page 223 number 44 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 79. Exploitation mining concession named “Rojo Dos” the measurement minute of which is registered on page 454 number 80 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 80. Exploitation mining concession named “Rosario” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 81. Exploitation mining concessions named “Rosario 62 to 67”; and “Rosario 89” (of the group named “Rosario 1 to 89”) the measurement minute of which is registered on page 598 number 105 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 82. Exploitation mining concession named “Rosario 66” the measurement minute of which is registered on page 70 number 14 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 83. Exploitation mining concessions named “Rosario 130 to 138” the measurement minute of which is registered on page 34 number 12 of the Property Registry of the Andacollo
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Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;

84. Exploitation mining concessions named “Rosario 181” and “Rosario 183” (of the group named “Rosario 171 to 185”) the measurement minute of which is registered on page 586 number 103 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 85. Exploitation mining concessions named “Rosario 186 to 188” and “Rosario 193” (of the group named “Rosario 186 to 193”) the measurement minute of which is registered on page 591 number 104 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 86. Exploitation mining concession named “Rosario 194” the measurement minute of which is registered on page 80 number 16 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 87. Exploitation mining concession named “San Jose” the measurement minute of which is registered on page 733 number 122, page 755 number 125 and page 795 number 130, of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 88. Exploitation mining concession named “San Lorenzo” the measurement minute of which is registered on page 323 number 63 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 89. Exploitation mining concession named “San Miguel” the measurement minute of which is registered on page 578 number 101 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 90. Exploitation mining concession named “San Pedro” the measurement minute of which is registered on page 574 number 100 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 91. Exploitation mining concessions named “Sandra 1” and “Sandra 3” (of the group named “Sandra 1 to 3”) the measurement minute of which is registered on page 387 number 74 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The
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ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;

92. Exploitation mining concession named “Sandro” the measurement minute of which is registered on page 247 number 49 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 93. Exploitation mining concession named “Sebastopol” the measurement minute of which is registered on page 120 number 24 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 94. Exploitation mining concession named “Soledad” the measurement minute of which is registered on page 191 number 36 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 714, number 120 of the cited Registry and Registrar of 1996;
 95. Exploitation mining concession named “Sonia Primera” the measurement minute of which is registered on page 200 number 38 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 96. Exploitation mining concession named “Sonia Segunda” the measurement minute of which is registered on page 206 number 39 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 97. Exploitation mining concession named “Sonia Tercera” the measurement minute of which is registered on page 212 number 40 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 98. Exploitation mining concession named “Sussy Primera” the measurement minute of which is registered on page 108 number 22 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 99. Exploitation mining concession named “Tarapaca” the measurement minute of which is registered on page 570 number 99 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
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100. Exploitation mining concession named “Valdivia 1” the measurement minute of which is registered on page 531 number 91 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 101. Exploitation mining concession named “Veranito 1” the measurement minute of which is registered on page 659 number 116 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 102. Exploitation mining concession named “Verde Bajo” the measurement minute of which is registered on page 313 number 58 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 103. Exploitation mining concessions named “Viejo 1 to 4” the measurement minute of which is registered on page 546 number 94 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 104. Exploitation mining concessions named “Zapallo 1 to 3” the measurement minute of which is registered on page 552 number 95 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 718, number 121 of the cited Registry and Registrar of 1996;
 105. Exploitation mining concessions named “Esperanza 1 to 3” the measurement minute of which is registered on page 19 number 12 of the Property Registry of the Andacollo Custodian of Mines of the year 2004. The ownership of Seller over these mining concessions is registered on page 19, number 05 of the cited Registry and Registrar of 2009;
 106. Exploitation mining concessions named “Fuerza 4 to 6”; “Fuerza 8”; “Fuerza 9”; “Fuerza 11 to 13”; “Fuerza 16 to 18”; and “Fuerza 22 to 24” (of the group named “Fuerza 1 to 24”) the measurement minute of which is registered on page 109 number 62 of the Property Registry of the Andacollo Custodian of Mines of the year 2003. The ownership of Seller over these mining concessions is registered on page 21, number 7 of the cited Registry and Registrar of 2009;
 107. Exploitation mining concessions named “Milla 1 to 10” the measurement minute of which is registered on page 91 number 59 of the Property Registry of the Andacollo Custodian of Mines of the year 2003. The ownership of Seller over these mining concessions is registered on page 22, number 8 of the cited Registry and Registrar of 2009;
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108. Exploitation mining concessions named “Nuevo Mexico 5”; “Nuevo Mexico 10”; and “Nuevo Mexico 29” (of the group named “Nuevo Mexico 1 to 37”) the measurement minute of which is registered on page 9 number 9 of the Property Registry of the Andacollo Custodian of Mines of the year 2004. The ownership of Seller over these mining concessions is registered on page 26, number 12 of the cited Registry and Registrar of 2009;
 109. Exploitation mining concessions named “Osorno 1 to 8” the measurement minute of which is registered on page 1098 number 213 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 27, number 13 of the cited Registry and Registrar of 2009;
 110. Exploitation mining concession named “Recife 1” the measurement minute of which is registered on page 104 number 61 of the Property Registry of the Andacollo Custodian of Mines of the year 2003. The ownership of Seller over this mining concession is registered on page 23, number 9 of the cited Registry and Registrar of 2009;
 111. Exploitation mining concessions named “Remanso 1 to 30” the measurement minute of which is registered on page 97 number 60 of the Property Registry of the Andacollo Custodian of Mines of the year 2003. The ownership of Seller over these mining concessions is registered on page 24, number 10 of the cited Registry and Registrar of 2009;
 112. Exploitation mining concessions named “Rosa 1 to 15” the measurement minute of which is registered on page 250 number 55 of the Property Registry of the Andacollo Custodian of Mines of the year 1997. The ownership of Seller over these mining concessions is registered on page 90, number 58 of the cited Registry and Registrar of 2003;
 113. Exploitation mining concessions named “Rosa Segunda 1 to 41” the measurement minute of which is registered on page 232 number 53 of the Property Registry of the Andacollo Custodian of Mines of the year 1997. The ownership of Seller over these mining concessions is registered on page 28, number 14 of the cited Registry and Registrar of 2009;
 114. Exploitation mining concessions named “Rosario 106 to 112”; “Rosario 116”; “Rosario 117”; and “Rosario 124” (of the group named “Rosario 102 to 129”), the measurement minute of which is registered on page 155 number 48 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 97 number 57 of the cited Registry and Registrar of 2010;
 115. Exploitation mining concessions named “Rosario 171 to 180”; “Rosario 184”; and “Rosario 185” (of the group named “Rosario 171 to 185”), the measurement minute of which is registered on page 173 number 51 of the Property Registry of the Andacollo
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Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 99 number 59 of the cited Registry and Registrar of 2010;

116. Exploitation mining concessions named “Valladolid 1 to 5”, the measurement minute of which is registered on page 321 number 78 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 98 number 58 of the cited Registry and Registrar of 2010;
 117. Exploitation mining concession named “Castilla 10 to 12”; “Castilla 14 to 16”; and “Castilla 21 to 29” (of the group named “Castilla 1 to 29”), the measurement minute of which is registered on page 331 number 80 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over this mining concession is registered on page 96 number 56 of the cited Registry and Registrar of 2010;
 118. Exploitation mining concessions named “Cadiz 1 to 11”, the measurement minute of which is registered on page 372 number 87 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 95 number 55 of the cited Registry and Registrar of 2010;
 119. Exploitation mining concessions named “Ñuble 1”; “Ñuble 2”; “Ñuble 3”; “Ñuble 4”; (of the group named “Ñuble 1/4”) the measurement minute of which is registered on page 6 number 3 of the Property Registry of the Andacollo Custodian of Mines of the year 2011. The ownership of Seller over these mining concessions is registered on page 10, number 5 of the cited Registry and Registrar of 2011.
 120. Exploitation mining concessions named “Arauco 1”; “Arauco 2”; “Arauco 3”; “Arauco 4”; “Arauco 5”; “Arauco 6” (of the group named “Arauco 1/6”) the measurement minute of which is registered on page 216 number 45 of the Property Registry of the Andacollo Custodian of Mines of the year 1969. The ownership of Seller over these mining concessions is registered on page 10, number 5 of the cited Registry and Registrar of 2011.
 121. Exploitation mining concessions named “Ruben 1”; “Ruben 2”; “Ruben 3”; “Ruben 4”; “Ruben 5”; “Ruben 6”; “Ruben 7”; “Ruben 8”; “Ruben 9”; “Ruben 10”; (of the group named “Ruben 1/10”) the measurement minute of which is registered on page 940 number 154 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 477, number 124 of the cited Registry and Registrar of 2013.
 122. Exploitation mining concessions in process of being granted named “Davila 1 to 14”; “Davila 21 to 28”; “Davila 41 to 48”; “Davila 61 to 68”; “Davila 81 to 88”; “Davila 101
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to 108”; “Davila 121 to 129”; “Davila 141 to 148”; and “Davila 161 to 165” (of the group named Davila 1/200), the claim of which is registered on page 60 number 41 of the Discoveries Registry of the Andacollo Custodian of Mines of the year 2013. The ownership of Seller over these mining concessions is registered on page 60, number 41 of the cited Registry and Registrar of 2013.

123. Exploitation mining concession named “Barbara Tercera” the measurement minute of which is registered on page 161 number 31 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 65, number 21 of the cited Registry and Registrar of 2014.
 124. Exploitation mining concessions named “Bilbao 1 to 4” the measurement minute of which is registered on page 286 number 72 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 66, number 22 of the cited Registry and Registrar of 2014.
 125. Exploitation mining concessions named “Castilla 1 to 9”; and “Castilla 17 to 20” (of the group named “Castilla 1 to 29”) the measurement minute of which is registered on page 331 number 80 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 67, number 23 of the cited Registry and Registrar of 2014.
 126. Exploitation mining concession named “Cautin” the measurement minute of which is registered on page 511 number 87 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 68, number 24 of the cited Registry and Registrar of 2014.
 127. Exploitation mining concession named “Jazmin” the measurement minute of which is registered on page 746 number 123 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 72, number 28 of the cited Registry and Registrar of 2014.
 128. Exploitation mining concessions named “Cordova 1 to 8”; and “Cordova 11” (of the group named “Cordova 1 to 11”) the measurement minute of which is registered on page 331 number 80 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 70, number 26 of the cited Registry and Registrar of 2014.
 129. Exploitation mining concessions named “Mallorca 1 to 5”, the measurement minute of which is registered on page 361 number 85 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 73, number 29 of the cited Registry and Registrar of 2014.
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130. Exploitation mining concession named “Mercedes 5”, the measurement minute of which is registered on page 646 number 114 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 74, number 30 of the cited Registry and Registrar of 2014.
 131. Exploitation mining concession named “Murcia 3 to 5” (of the group named “Murcia 1 to 5”), the measurement minute of which is registered on page 309 number 76 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 75, number 31 of the cited Registry and Registrar of 2014.
 132. Exploitation mining concessions named “Guijon 1”; and “Guijon 2”, the measurement minute of which is registered on page 367 number 86 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 71, number 27 of the cited Registry and Registrar of 2014.
 133. Exploitation mining concession named “Oviedo 5 to 13” (of the group named “Oviedo 1 to 13”), the measurement minute of which is registered on page 379 number 88 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 77, number 33 of the cited Registry and Registrar of 2014.
 134. Exploitation mining concession named “Patitas 1 to 5”, the measurement minute of which is registered on page 423 number 96 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over these mining concessions is registered on page 78, number 34 of the cited Registry and Registrar of 2014.
 135. Exploitation mining concession named “Sylvia” the measurement minute of which is registered on page 703 number 118 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 92, number 48 of the cited Registry and Registrar of 2014.
 136. Exploitation mining concession named “Rio Elqui Tres 1” the measurement minute of which is registered on page 769 number 127 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 80, number 36 of the cited Registry and Registrar of 2014.
 137. Exploitation mining concessions named “Claudia 1” and “Claudia 2” (of the group named “Claudia 1/2”) the measurement minute of which is registered on page 114 number 23 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over these mining concessions is registered on page 69, number 25 of the cited Registry and Registrar of 2014.
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138. Exploitation mining concessions named “Rosario 142”; “Rosario 143”; (of the group named “Rosario 141/170”) the measurement minute of which is registered on page 144 number 28 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 87, number 43 of the cited Registry and Registrar of 2014.
 139. Exploitation mining concessions named “Rosario 187”; “Rosario 189 to 192”; (of the group named “Rosario 186/193”) the measurement minute of which is registered on page 181 number 53 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over this mining concession is registered on page 88, number 44 of the cited Registry and Registrar of 2014.
 140. Exploitation mining concessions named “Nanita 1 to 7”; Nanita 9 to 11”; “Nanita 13 to 23”; “Nanita 28 to 32”; “Nanita 49”; and “Nanita 50”; (of the group named “Nanita 1/65”) the measurement minute of which is registered on page 39 number 13 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 76, number 32 of the cited Registry and Registrar of 2014.
 141. Exploitation mining concessions named “Vicky 1”; “Vicky 2”, the measurement minute of which is registered on page 167 number 32 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 93, number 49 of the cited Registry and Registrar of 2014.
 142. Exploitation mining concessions named “Rosario 3 to 10”; “Rosario 14”; “Rosario 15”; “Rosario 17 to 21”; “Rosario 33”; “Rosario 49 to 53”; “Rosario 68”; and “Rosario 69” (of the group named “Rosario 1 to 89”) the measurement minute of which is registered on page 118 number 41 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over this mining concession is registered on page 82, number 38 of the cited Registry and Registrar of 2014.
 143. Exploitation mining concessions named “Rosario 102 to 105”; “Rosario 118”; “Rosario 119”; “Rosario 125”; and “Rosario 126” (of the group named “Rosario 102 to 129”) the measurement minute of which is registered on page 155 number 48 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over this mining concession is registered on page 83, number 39 of the cited Registry and Registrar of 2014.
 144. Exploitation mining concessions named “Rio Elqui Uno 3”; “Rio Elqui Uno 4”; “Rio Elqui Uno 5”; “Rio Elqui Uno 8”; (of the group named “Rio Elqui Uno 1 to 5 and 8”) the measurement minute of which is registered on page 1160 number 229 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 81, number 37 of the cited Registry and Registrar of 2014.
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145. Exploitation mining concessions named “Rio Elqui Dos 5”; “Rio Elqui Dos 6”; “Rio Elqui Dos 7”; “Rio Elqui Dos 14”; “Rio Elqui Dos 15”; (of the group named “Rio Elqui Dos”) the measurement minute of which is registered on page 1169 number 230 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 79, number 35 of the cited Registry and Registrar of 2014.
 146. Exploitation mining concessions named “Rosario 113 to 115”; “Rosario 120 to 123”; “Rosario 127 to 129, the measurement minute of which is registered on page 127 number 25 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 84, number 40 of the cited Registry and Registrar of 2014.
 147. Exploitation mining concessions named “Rosario 139”; and “Rosario 140”, the measurement minute of which is registered on page 163 number 49 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over this mining concession is registered on page 85, number 41 of the cited Registry and Registrar of 2014.
 148. Exploitation mining concessions named “Rosario 144 to 146” (of the group named “Rosario 141 to 170”), the measurement minute of which is registered on page 167 number 50 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over this mining concession is registered on page 86, number 42 of the cited Registry and Registrar of 2014.
 149. Exploitation mining concessions named “Rosario 54 to 61”, the measurement minute of which is registered on page 598 number 105 of the Property Registry of the Andacollo Custodian of Mines of the year 1996. The ownership of Seller over this mining concession is registered on page 89, number 45 of the cited Registry and Registrar of 2014.
 150. Exploitation mining concessions named “Rosario 90”; and “Rosario 93”, (of the group named “Rosario 90 to 93”), the measurement minute of which is registered on page 147 number 46 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over this mining concession is registered on page 90, number 46 of the cited Registry and Registrar of 2014.
 151. Exploitation mining concessions named “Segovia 12”; “Segovia 15”; and “Segovia 16”, (of the group named “Segovia 1 to 28”), the measurement minute of which is registered on page 134 number 65 of the Property Registry of the Andacollo Custodian of Mines of the year 1994. The ownership of Seller over this mining concession is registered on page 91, number 47 of the cited Registry and Registrar of 2014.
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SCHEDULE 1.3

CERTAIN PERMITTED ENCUMBRANCES

1. The exploitation mining concessions owned by the Seller listed in Schedule 1.2, numbers 123 to 151, both included, except for the exploitation mining concession named as “Rosario 187”, are subject to (i) 2% NSR Royalty in favor of Alexim over the price or net value received by the Operator for the selling of any minerals or concentrates, or any other mining products extracted from such mining concessions; (ii) mortgages and prohibitions, including but not limited to transfer and/or encumber the exploitation mining concessions above mentioned, in favor of Alexim;
 2. The exploitation mining concessions owned by the Seller listed in Schedule 1.2, numbers 123 to 151, both included, except for the exploitation mining concession named as “Rosario 187”, are subject to (i) 1% NSR Royalty in favor of Compañía Minera Dayton over the price or net value received by the Operator for the selling of any gold concentrate, minerals of gold or other products of gold extracted or produced from such mining concessions; (ii) mortgages and prohibitions, including but not limited to transfer and/or encumber the exploitation mining concessions above mentioned, in favor of Compañía Minera Dayton; and
 3. The exploitation mining concessions owned by Seller listed in Schedule 1.2 known as (i) “Claudia 1”; (ii) “Murcia 3”; (iii) “Rosario 3”, “Rosario 4”, “Rosario 20”, Rosario 21”, “Rosario 33”, and “Rosario 53”; (iv) “Rosario 57”; (v) “Segovia 12”, and “Segovia 15”; (vi) “Castilla 1 to 3”; (vii) “Cordova 1”, and “Cordova 8”; (viii) “Oviedo 5”, and “Oviedo 6”; and (ix) “Nanita 49”, are subject to usufruct in favor of Compañía Minera Dayton.
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Schedule 1.4

Pto	Este	Norte
L1	299.000,00	6.650.000,00
L2	300.000,00	6.650.000,00
L3	300.000,00	6.648.000,00
L4	299.000,00	6.648.000,00

Schedule 2.1(d)

Illustration of Refined Metal Delivery

The following sets forth an example of the Delivery obligations of Seller with respect to a quantity of Produced Gold from the Project.

This example assumes the following:

Produced Gold	1,000 ounces
Payable Percentage	89.0%
Percentage	100%

If an Offtake Payment Date, Inventory Delivery or Deemed Final Delivery occurs during a calendar month, within five (5) Business Days following the end of the calendar month Seller shall acquire and Deliver to Purchaser 890 ounces of Refined Gold, calculated as $[1,000 \times 89.0\% \times 100.0\%]$.

If the 890 ounce Delivery above is a Deemed Inventory or Deemed Final Delivery and upon the Offtake Payment Date associated with this particular Lot the assays agreed between Seller and the Offtaker show either:

1. A Produced Gold content of 1,100 ounces, then Seller shall acquire and Deliver to Purchaser, within five Business Days following the end of the calendar month in which such final settlement payment was received, 89 ounces of Refined Gold, calculated as $[(1,100 \times 89.0\% \times 100.0\%) - 890]$; or
 2. A Produced Gold content of 800 ounces, then Seller shall be entitled to offset against the next Delivery 178 ounces of Refined Gold, calculated as $[890 - (800 \times 89.0\% \times 100.0\%)]$.
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Schedule 2.4

Seller Wire Instructions

Beneficiary : **Compañía Minera Teck Carmen de Andacollo**

RUT : 78.126.110-6

Bank : Citibank N.A., New York

Address : Wall Street, NY, New York 10043, USA

ABA N° : 021 000089

Account N° : 36781443

Swift : CITIUS33

COMPANIA MINERA TECK CARMEN DE ANDACOLLO DISCLOSURE SCHEDULES

These are the Seller Disclosure Schedules delivered under the Offtake Agreement, dated as of July 9, 2015, between Compania Minera Teck Carmen de Andacollo and RGLD Gold AG (the “**Agreement**”). All statements made herein are as of the Effective Date.

Capitalized terms used in these Seller Disclosure Schedules have the meanings given to them in the Agreement.

SCHEDULE 6.1 (I)

ALL NECESSARY APPROVALS

The following Approvals are necessary to the ongoing operation of the Project in accordance with its operating plan, including commercial operation of Minerals from the Project, and have not been obtained or issued as of the Effective Date:

N°	Installation	Deviation identified
1	Wash Slab (Mine Maintenance)	Missing environmental sector-specific permit referred to in section 90 of Supreme Decree N° 90/2001 (Environmental Assessment System Regulations), by the Health Authority.
2	Modification and extension of Project ROM (Northern Platform)	Missing environmental sector-specific permit referred to in section 94 of Supreme Decree N° 90/2001 (Environmental Assessment System Regulations), by the Health Authority.
3	Wash Slab (Mine Maintenance)	Missing authorization for operation, by the Health Authority.
4	115 Emergency Pond	Missing approval of hydraulic works project associated with the dump leaching operation, in connection with section 294 of the Water Code, by the General Bureau of Waters.
5	115 Emergency Pond	Missing final acceptance of hydraulic works project associated with the dump leaching operation by the General Bureau of Waters.
6	Modification and extension of Project ROM (Northern Platform)	Seller undertaking review of dust generation from mobile crusher to determine whether total authorized crushing rates are exceeded. Might require Sanitary Report, by the Health Authorities.
7	Mobile crushers	Seller undertaking review of dust generation from mobile crusher to determine whether total authorized crushing rates are exceeded. Might require Sanitary Report by the Health Authorities.
8	Clear water electric room	Missing Favorable Construction Report (<i>Informe Favorable de Construcción</i> , former Change of Land Use or <i>Cambio de Uso de Suelo</i>), by the Ministry of Agriculture Regional Office.

SCHEDULE 6.1 (m)

APPROVALS UNDER ENVIRONMENTAL GOVERNMENTAL REQUIREMENTS

According to the Superintendence of the Environment Law, “Serious” infractions may be sanctioned with revocation of the Environmental Approval Resolution, closure of the facilities or fine from 0 to 5,000 annual taxable units (approximately US\$4,150,000). Seller received notice of the following infraction labelled “Serious”.

Authority:	Superintendence of the Environment (SMA)
Date:	19 June 2015
Resolution N°:	Res. Ex. N° 1/ Rol D-24-2015
Inspection Report N°:	DFZ-2013-361-IV-RCA-IA DFZ-2014-173-IV-RCA-IA
Charges:	1. Execution of blastings, between January 2013 and December 2014, under adverse wind conditions, thus compromising and affecting with dust the community located next to the mine.

The matters referred to in part A. “Deviations regarding commitments set forth in Environmental Approval Resolutions (RCA)” and part B. “Additional Deviations” of the Schedule 6.1(s) (“Compliance with Government Requirements”) of the Seller Disclosure Schedules could result in an Approval referred to in this Section 6.1(m) of the Seller Disclosure Schedule to be withdrawn or threatened to be withdrawn, or challenged or threatened to be challenged.

SCHEDULE 6.1 (o)

VALIDITY OF MINING CONCESSIONS

1. The exploitation mining concessions owned by Seller known as “Cobre Morado 1/10”, rol nacional 04106-0474-4, are overlapped in part to (i) the exploitation mining concessions owned by SM Aurífera Jeraldo known as “Ultima 1/3”, rol nacional 04106-0563-5, (ii) the exploitation mining concessions owned by Sociedad Medina Energy S.A. known as “Violeta 1/20”, rol nacional 04106-0445-0; and (iii) the exploitation mining concessions owned by José Madariaga Álvarez known as “La Encerrada 1/5”, rol nacional 04104-0915-1; which would have preference in the overlapped part over the exploitation mining concessions owned by Seller. If, as a result of the overlapping concessions it is determined that Seller’s rights to the affected portions of the exploitation mining concessions known as “Cobre Morado 1/10” are not valid and in full force and effect, such determination would not be expected to have a MAE (Seller).
 2. The exploitation mining concession owned by Seller known as “Rosario 90”, rol nacional 04106-0539-2, are overlapped in part by the exploitation mining concessions owned by Mr. Jaime Ramírez Ramírez known as “Ines 1/5”, rol nacional 04106-0209-1. “Rosario 90” would have preference in the overlapped part over the exploitation mining concessions “Inés 1/5”. If, as a result of the overlapping concessions it is determined that Seller’s rights to the affected portions of the exploitation mining concessions known as “Rosario 90” are not valid and in full force and effect, such determination would not be expected to have a MAE (Seller).
 3. The exploitation mining concession owned by Seller known as “Rosario 93”, rol nacional 04106-0539-2, are overlapped in part by the exploitation mining concessions owned by SM Aurífera Jeraldo known as (i) “Beagle 1/28”, rol nacional 04106-0547-3, and (ii) “Carla 1/2”, rol nacional 04106-0562-7. “Rosario 93” would have preference in the overlapped part over the exploitation mining concessions “Beagle 1/28” and “Carla 1/2”. If, as a result of the overlapping concessions it is determined that Seller’s rights to the affected portions of the exploitation mining concessions known as “Rosario 93” are not valid and in full force and effect, such determination would not be expected to have a MAE (Seller).
 4. The exploitation mining concessions owned by Seller of the group known as “Rosario 1/89”, rol nacional 04106-0373-K, are overlapped in part by (i) the exploitation mining concessions owned by Compañía Minera Dayton known as “Rosario 91” and Rosario 92”, rol nacional 04106-0539-2; “Flor de Maria”, rol nacional 04106-0141-9; “India 1/4”, rol nacional 04104-0680-2; and “Arrecife 1/10”, rol nacional 04104-0826-0; and (ii) the exploitation mining concessions owned by Sociedad Medina Energy S.A. known as “Violeta 1/20”, rol nacional 04106-0445-0. “Rosario 1/89” would have preference in the overlapped part over the exploitation mining concessions “Rosario 91”, “Rosario 92”, “Flor de Maria”, “India 1/4”, “Arrecife 1/10”, “Violeta 1/20”. If, as a result of the overlapping concessions it is determined that Seller’s rights to the affected portions of the
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exploitation mining concessions known as “Rosario 1/89” are not valid and in full force and effect, such determination would not be expected to have a MAE (Seller).

5. The exploitation mining concessions owned by Seller known as (i) “Claudia 1”; (ii) “Murcia 3”; (iii) “Rosario 3”, “Rosario 4”, “Rosario 20”, Rosario 21”, “Rosario 33”, and “Rosario 53”; (iv) “Rosario 57”; (v) “Segovia 12”, and “Segovia 15”; (vi) “Castilla 1 to 3”; (vii) “Cordova 1”, and “Cordova 8”; (viii) “Oviedo 5”, and “Oviedo 6”; and (ix) “Nanita 49”, are subject to an usufruct in favor of Compañía Minera Dayton, in areas where there are overlappings between Mining Properties listed in Schedule 1.2 and exploitation mining concessions owned by Compañía Minera Dayton. Such usufructs would not be expected a MAE (Seller).
 6. The exploitation mining concessions owned by Compañía Minera Dayton listed in Schedule 1.1, are subject to an option agreement in favor of the Seller. If the Seller accept the option such exploitation mining concessions shall be subject to and shall be considered as a Permitted Encumbrances (i) 2% NSR Royalty in favor of Alexim over the price or net value received by the Operator for the selling of any minerals or concentrates, or any other mining products extracted from such mining concessions; (ii) mortgages and prohibitions, including but not limited to transfer and/or encumber the exploitation mining concessions above mentioned, in favor of Alexim; (iii) 1% NSR Royalty in favor of Compañía Minera Dayton over the price or net value received by the Operator for the selling of any gold concentrate, minerals of gold or other products of gold extracted or produced from such mining concessions; and (iv) mortgages and prohibitions, including but not limited to transfer and/or encumber the exploitation mining concessions above mentioned, in favor of Compañía Minera Dayton.
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SCHEDULE 6.1 (r)

NO EXPROPRIATION EVENT

Except as listed below, Seller has not received any notice of (i) any material Expropriation Event and, to the Knowledge of Seller, there is no material Expropriation Event pending or threatened against all or any part of the Project, or (ii) any circumstances, notice, discussions, or negotiations which could reasonably be expected to result in an Expropriation Event.

Name	:	Compañía Minera Teck Carmen de Andacollo against Fisco de Chile.
Plaintiff	:	Compañía Minera Teck Carmen de Andacollo
Court	:	Third Court of La Serena
File No	:	C-4818-2013
Subject matter	:	Expropriation proceeding over a real estate property of the company (Pc. No. 69) for the construction of a highway connecting La Serena and Ovalle. The price for the expropriated land (CL\$ 252,123,978 for 17,046 square meters) was considered insufficient by the company to compensate the damage, claiming CL\$905,338,258. On January 23, 2015, the Court partially accepted the claim, fixing the new compensation on CL\$480,000,000.
Amount of claim	:	See above.
Current status	:	The defendant (<i>Fisco de Chile</i>) appealed to the sentence (No. 542-2015). Pending claim.

SCHEDULE 6.1 (s)

COMPLIANCE WITH GOVERNMENT REQUIREMENTS

Conditions on and relating to the Project, and all past and current operations conducted thereon by (i) Seller were and are in compliance with applicable Governmental Requirements (including without limitation Environmental Governmental Requirements and Governmental Requirements prohibiting official or commercial corruption or bribery), and (ii) to the Knowledge of Seller, Persons other than Seller were in compliance with applicable Governmental Requirements (including Environmental Governmental Requirements and Governmental Requirements prohibiting official or commercial corruption or bribery), except as would not reasonably be expected to have a MAE (Seller) or as listed below:

A. Deviations regarding commitments set forth in Environmental Approval Resolutions (RCA)

N°	Environmental Approval Resolution	Deviation identified
1	RCA N° 104/2007, Project 'Hipógeno'	Location of 10 low-grade ore temporary stockpiles has not been reported to the environmental Governmental Authorities.
2	RCA N° 104/2007, Project 'Hipógeno'	Geomembrane does not completely cover the South Dump.
3	RCA N° 104/2007, Project 'Hipógeno'	Tailings deposit with no run-off management canals.
4	RCA N° 104/2007, Project 'Hipógeno'	Grout has not been injected to tailings dam south wall.
5	RCA N° 104/2007, Project 'Hipógeno'	Contingency and Emergency Plans have not been filed before the Environmental Authorities.
6	RCA N° 104/2007, Project 'Hipógeno'	Transport must be executed in a manner different to the approved one.

B. Additional deviations

N°	Deviation
1	Construction of the fresh water supply pipeline alongside a route different from the one authorized by the Environmental Authorities by means of ORD No. 866/2009, which approved a pertinence letter submitted by the Seller.
2	Missing authorizations for 27 riverbed crossings of the pipeline, which are required pursuant to the General Waters Bureau Code.
3	Missing authorization of mobile crushers currently used in the operation and their emissions.
4	Inconsistencies regarding actual leaching pile capacity vis-a-vis authorized capacity.
5	Lack of environmental assessment of the fuel storage facility.
6	Project description deviations, as increase in personnel of the mine, increase in the production of waste (industrial, domestic and hazardous), and increase in mine equipment and in transportation.

C. Notice from SMA

Authority:	Superintendence of the Environment (SMA)	
Date:	19 June 2015	
Resolution N°:	Res. Ex. N° 1/ Rol D-24-2015	
Inspection Report N°:	DFZ-2013-361-IV-RCA-IA DFZ-2014-173-IV-RCA-IA	
Charges:	1. Execution of blastings, between January 2013 and December 2014, under adverse wind conditions, thus compromising and affecting with dust the community located next to the mine.	(Serious)



SCHEDULE 6.1 (u)

NO SUITS OR PROCEEDINGS

Seller and the Project are subject to the following pending action, suit, proceeding, investigation or claim pertaining to the Project or part thereof that may reasonably be expected to result in a MAE (Seller):

Authority:	Superintendence of the Environment (SMA)	
Date:	19 June 2015	
Resolution N°:	Res. Ex. N° 1/ Rol D-2015	
Inspection Report N°:	DFZ-2013-361-IV-RCA-IA DFZ-2014-173-RCA-IA	
Charges:	1. Execution of blastings, between January 2013 and December 2014, under adverse wind conditions, thus compromising and affecting with dust the community located next to the mine.	(Serious)
	2. Partial opening of an area of the stock pile dome belonging to the secondary crush line (13 May 2014)	(Minor)
	3. In the west expansion area, the tubes transporting solutions used for irrigation of the piles are placed on non-waterproof surfaces.	(Minor)
	4. The works for intercepting surface water in the tailings deposit area have not been built (15 May 2014)	(Minor)

According to the Superintendence of the Environment Law, “Serious” infractions may be sanctioned with revocation of the Environmental Approval Resolution, closure of the facilities or fine from 0 to 5,000 annual taxable units (approximately US\$4,150,000). “Minor” infractions may be sanctioned with fine from 0 to 1,000 annual taxable units (approximately US\$830,000) or written warning.

SCHEDULE 6.1 (v)

NO JUDGEMENTS OR DECREES

The actions or proceedings listed in Schedule 6.1(l) of the Seller Disclosure Schedules (“All Necessary Approvals”) and Schedule 6.1(u) of the Seller Disclosure Schedules (“No Suits or Proceedings”) have been instituted or remain pending or, to the Knowledge of Seller, have been threatened and not resolved before the relevant Governmental Authorities, to materially restrain, prohibit, limit or impose adverse conditions on the transactions contemplated under this Agreement.

ROYALTY TERMINATION AGREEMENT

This ROYALTY TERMINATION AGREEMENT dated the 9th day of July, 2015,

BETWEEN:

COMPAÑÍA MINERA TECK CARMEN DE ANDACOLLO, a contractual mining company organized under the laws of Chile (“**Operator**”),

AND:

ROYAL GOLD CHILE LIMITADA, a limited liability company organized under the laws of Chile (“**RG Chile**”),

(collectively, the “**Parties**”)

WHEREAS:

- A. The Operator (formerly known as Compañía Minera Carmen de Andacollo) and Royal Gold, Inc. are parties to that certain Master Agreement dated April 3, 2009, amended by Amendment No. 1 to the Master Agreement dated August 12, 2009 and further amended and restated by the Amended and Restated Master Agreement dated January 12, 2010 (together, the “**Master Agreement**”);
- B. The Operator and Royal Gold, Inc. were parties to that certain Royalty Agreement (the “**Original Royalty Agreement**”) and granted an Irrevocable Mandate (the “**Irrevocable Mandate**”), both dated January 12, 2010;
- C. Pursuant to the Cesión de Derechos y Asunción de Posición Contractual (the “**Cesión**”) between Royal Gold, Inc. and RG Chile dated January 25, 2010, Royal Gold, Inc. sold, assigned and transferred all the rights that Royal Gold, Inc. had under the Original Royalty Agreement to RG Chile;
- D. Pursuant to the Primera Modificación y Complementación de Contrato de Regalía between the Operator and RG Chile dated December 29, 2011, the Original Royalty Agreement was amended to include some mining concessions to the Original Royalty Agreement (the “**Royalty Agreement Amendment**”, and together with the Original Royalty Agreement, the “**Royalty Agreement**”);
- E. The Operator and Royal Gold, Inc. are in compliance with the Master Agreement, and the Operator and RG Chile are in compliance with the Royalty Agreement and no penalties or payments are owing by any Party to another Party in respect of any breach or waiver of the Master Agreement or the Royalty Agreement;
- F. Concurrently with the execution of this Agreement, the Operator and Royal Gold, Inc. will enter into an agreement terminating the Master Agreement (the “**Master Agreement Termination Agreement**”); and
- G. In consideration for the Royalty Termination Payment (as defined below) RG Chile have agreed with the Operator to terminate the Royalty Agreement and the Irrevocable Mandate, subject to the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants, agreements, representations, warranties and indemnities contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties covenant and agree as follows:

ARTICLE ONE CERTAIN DEFINED TERMS AND CONSTRUCTION

1.1 Capitalized Terms.

Capitalized terms as used, but not defined, in this Agreement, shall have the meanings assigned to them in the Original Royalty Agreement.

1.2 Construction.

In this Agreement:

[Signature Page to Royalty Termination Agreement]

- (a) unless the context otherwise clearly requires: (A) references to the plural include the singular, and references to the singular include the plural; (B) the words “ **include** ,” “ **includes** ,” and “ **including** ” do not limit the preceding terms or words and shall be deemed to be followed by the words “ **without limitation** ”; (C) the terms “ **Agreement** ,” “ **hereof** ,” “ **herein** ,” “ **hereunder** ,” “ **hereto** ,” and similar terms refer to this entire Agreement and not to any particular provision of this Agreement; (D) “ **or** ” is used in the inclusive sense of “ **and/or** ”; (E) if a word or phrase is defined, then its other grammatical or derivative forms have a corresponding meaning; (F) unless otherwise specified, the terms “ **day** ” and “ **days** ” mean and refer to calendar day(s); (G) the terms “ **business day** ” and “ **business days** ” mean and refer to any day other than a Saturday, Sunday, or federal statutory holiday in the United States of America, provincial statutory holiday in British Columbia or statutory holiday in Chile; and (H) if any action, including a payment hereunder, is required to be taken pursuant to this Agreement on or by a specified date that is not a business day, the action is valid if taken on or by the next business day.
- (b) unless otherwise specified, all references to articles, sections, and exhibits are to the Articles, Sections, and Exhibits of this Agreement;
- (c) the headings of the Sections and Subsections of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; and
- (d) except where otherwise expressly provided, all monetary amounts are stated and shall be paid in the currency of United States of America;

1.3 Fair Meaning.

This Agreement shall be construed according to its fair meaning, taken as a whole, as if the Parties had prepared it jointly, not as if prepared by one of the Parties.

ARTICLE TWO TERMINATION

2.1 Termination

The Operator and RG Chile hereby confirm and agree that, effective as of June 30, 2015 (the “ **Termination Effective Date** ”) the Royalty Agreement, as well as certain documents ancillary to the Royalty Agreement, being (i) the Irrevocable Mandate, and (ii) any registration, guarantee, security interest (*caución*), or annotation related thereto, including those relating to the mortgage and prohibitions referred to in sections 6(j)(iii), 6(p) and 6(q) of the Original Royalty Agreement, registered at page 1 number 1 of the Mortgages and Encumbrances Registry and at page 1 number 1 of the Prohibition Registry, respectively, both of the Mining Registry of Andacollo corresponding to 2010; and in sections 3 and 4 of the Royalty Agreement Amendment, registered at page 1 number 1; page 3 number 2; page 5 number 3; page 7 number 4 and page 9 number 5 all of the Mortgages and Encumbrances Registry, and at page 4 number 4; page 7 number 5; page 10 number 6; page 13 number 7 and page 16 number 8 all of the Prohibition Registry, respectively, all of the Mining Registry of Andacollo corresponding to 2012 (together the “ **Mortgages and Prohibitions** ”), be terminated without the need of any declaration, judicial or otherwise, further action from, or document executed by, any of the Parties, and the Royalty Agreement shall thereafter in all respects be terminated and all interests, rights, obligations or liabilities created under the Royalty Agreement and the Irrevocable Mandate shall be extinguished.

2.2 Royalty Termination Payment.

As consideration for the termination of the Royalty Agreement, the Operator shall on the date first written above pay to RG Chile \$345,000,000.00 in cash or other immediately available funds (the “ **Royalty Termination Payment** ”).

2.3 Other Payments.

The Operator and RG Chile covenant and agree that, notwithstanding the termination of the Royalty Agreement and Irrevocable Mandate pursuant to Section 2.1,

- (a) the following payments, without duplication, shall be made in cash or other immediately available funds within 15 days of the Termination Effective Date:

- (i) the Operator shall pay to RG Chile an amount equal to the Royalty that would have been payable in respect of Operator's sale or disposition of Subject Minerals for which it has received or been credited with payment under the relevant Metal Sales Contract during the calendar month of June 2015, had the Royalty Agreement not been terminated; and
 - (ii) with respect to any copper concentrate produced from the Subject Properties that was shipped prior to the Termination Effective Date, but for which the Operator has not received or been credited with all provisional and final payments for the sale or disposition of such Subject Minerals under the relevant Metal Sales Contract, the Operator shall pay to RG Chile an amount equal to result of (A) the product obtained by multiplying (i) the Payable Subject Minerals in such copper concentrate, as determined solely by the weighing, sampling and assaying conducted by the Operator by (ii) 75% and then multiplying the resulting product by (iii) the Net Reference Price, minus, (B) the amount of any Royalty payment previously made by the Operator in respect of such copper concentrate.
- (b) the Operator will reconcile, on an aggregate basis, any adjustments to the Royalty Statements as may be necessary for the calendar quarter ended June 30, 2015, in accordance with Section 4(c) of the Original Royalty Agreement. In the event such an adjustment reflects:
- (i) a balance owing to RG Chile, the Operator shall provide written notice to RG Chile of the amount of such underpayment and will pay such underpayment to RG Chile in cash or other immediately available funds, within 10 days of the date in which the adjustment has been determined; and
 - (ii) an overpayment to RG Chile, the Operator shall provide notice to RG Chile of the amount of such overpayment and RG Chile will pay such overpayment to the Operator in cash or other immediately available funds within 10 days of the date in which the adjustment has been determined.
- (c) For the avoidance of doubt, any payment that may be necessary by the Operator due to the fact that the average Payable Factor with respect to copper concentrate referred to in Section 2.3(a)(ii) is less than 90.6% is payable under Section 2.3(b) only, and not both Section 2.3(a)(ii) and (b). Furthermore, there shall be no duplication of amounts payable under Section 2.3(a) and (b).

ARTICLE THREE REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Operator.

The Operator hereby represents and warrants to RG Chile, and acknowledges that RG Chile is relying on such representations and warranties in entering this Agreement, that:

- (a) Organization. The Operator is a contractual mining company duly incorporated, validly existing and in good standing under the laws of Chile and has all requisite corporate power and capacity to enter into this Agreement and to carry out the transactions contemplated hereby;
- (b) Authorization; No Conflict. The execution, delivery and performance by the Operator of this Agreement have been duly authorized by all necessary shareholder and corporate action on the part of the Operator and do not and will not: (i) contravene the Operator's constating documents; (ii) materially violate any provision of any Governmental Requirement, order, judgment, injunction, decree, determination or award presently in effect; or (iii) result in a material breach of or constitute a material default under or require the consent of any Person pursuant to any indenture or loan, credit agreement, debenture or any other agreement, lease or instrument to which the Operator is a party or by which it or its properties may be bound or affected;
- (c) Governmental and Other Approvals. No Approval of any Governmental Authority or other third party is required for the due execution and delivery of, and the due performance of all obligations of, the Operator under this Agreement, except for Approvals as have been obtained or for which application has been made, and registration of the termination and cancellation of the Mortgages and Prohibitions;

- (d) Binding Obligations. This Agreement is a legal, valid and binding obligation of the Operator, enforceable against the Operator in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws or equitable principles affecting enforcement of creditors' rights generally;
- (e) Litigation. There is no claim, action, lawsuit, proceeding, arbitration, mediation or investigation pending or, to the knowledge of the Operator, threatened against or involving the Operator or the Project to restrain, prohibit, materially limit or impose material adverse conditions on this Agreement or the transactions contemplated by this Agreement;
- (f) No Judgments or Decrees. The Operator is not bound by any judgment, order, writ, injunction or decree which prohibits, restrains, materially limits or imposes material adverse conditions on, this Agreement or the transactions contemplated by this Agreement; and
- (g) Compliance. The Operator and, to the knowledge of the Operator, RG Chile are in compliance with the Royalty Agreement and no penalties or payments are owing by either the Operator or, to the knowledge of the Operator, RG Chile to the other in respect of any breach or waiver of the Royalty Agreement.

3.2 Representations and Warranties of RG Chile

RG Chile hereby represents and warrants to the Operator, and acknowledges that the Operator is relying on such representations and warranties in entering this Agreement, that:

- (a) Organization and Qualification. RG Chile is a limited liability company duly incorporated, validly existing and in good standing under the laws of Chile and has all requisite corporate power and capacity to enter into this Agreement and to carry out the transactions contemplated hereby;
- (b) Authorization; No Conflict. The execution, delivery and performance by RG Chile of this Agreement have been duly authorized by all necessary corporate action on the part of RG Chile and do not and will not: (i) contravene RG Chile's constituting documents; (ii) materially violate any provision of any Governmental Requirement, order, writ, judgment, injunction, decree, determination or award presently in effect; (iii) result in a material breach of or constitute a material default under or require the consent of any Person pursuant to any indenture or loan, credit agreement, debenture or any other agreement, lease or instrument to which RG Chile is a party or by which it or its properties may be bound or affected; or (iv) result in, or require, the creation or imposition of any Lien upon or with respect to the Royalty Agreement or any right or interest therein;
- (c) Governmental and Other Approvals. No Approval of any Governmental Authority or other third party is required for the due execution and delivery of, and the due performance of all obligations of RG Chile under this Agreement except for Approvals as have been obtained or for which application has been made, and registration of the termination and cancellation of the Mortgages and Prohibitions;
- (d) Binding Obligations. This Agreement is a legal, valid and binding obligation of RG Chile, enforceable against RG Chile in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws or equitable principles affecting enforcement of creditors' rights generally;
- (e) Litigation. There is no claim, action, lawsuit, proceeding, arbitration, mediation or investigation pending or to the knowledge of RG Chile, threatened against or involving RG Chile or the Royalty Agreement to restrain, prohibit, materially limit or impose material adverse conditions on the transactions contemplated by this Agreement;
- (f) No Transfer or Assignment. RG Chile has not transferred or assigned any interest or obligation under the Royalty Agreement to any Person;
- (g) Full Title and Interest in Royalty Agreement. RG Chile is the exclusive owner of the Royalty Agreement and no Person has any agreement, option, right of first refusal or right, title or interest

or right capable of becoming an agreement, option, right of first refusal or right, title or interest, in or to all or any part of the Royalty Agreement or any right or interest therein; and

- (h) No Liens. RG Chile's right, title and interest in and to the Royalty Agreement and any Royalty thereunder is not subject to any Lien. RG Chile has not granted or agreed to grant, any Lien affecting or in the Royalty Agreement or any right or interest therein other than a Lien in favour of HSBC Bank USA, National Association, as agent (the "**HSBC Charge**"). The HSBC Charge has been released and is not valid or enforceable on the date of this Agreement.

ARTICLE FOUR COVENANTS

4.1 Appropriate Action; Consents; Filings; Registrations.

- (a) Upon the terms and subject to the conditions set forth in this Agreement, the Parties shall use their commercially reasonable efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, all things required under applicable Governmental Requirements or otherwise to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, including:
- (A) executing and delivering any additional instruments necessary, proper or advisable to consummate the transactions contemplated by, and to carry out fully the purposes of, this Agreement, and (B) making all necessary filings, and thereafter making any other required submissions, with respect to this Agreement under any applicable Governmental Requirement; *provided, however* that each Party shall cooperate with the other in connection with the making of all such filings, including providing copies of all such documents to the non-filing Party and their advisors prior to filing and discussing all reasonable additions, deletions or changes suggested in connection therewith. Each Party shall furnish to each other all information reasonably required for any application or other filing to be made pursuant to any applicable Governmental Requirement in connection with the transactions contemplated by this Agreement.
- (b) The Parties covenant and agree, promptly following the date first written above, to grant or execute all such further agreements, deeds, public or private instruments, or documents and do all such further actions as may be necessary to:
- (i) evidence the termination of the Royalty Agreement and the Irrevocable Mandate as of the Termination Effective Date; and
- (ii) release and cancel the Mortgages and Prohibitions;
- (c) The Parties covenant and agree that, promptly following the date first written above, the Parties shall each use their commercially reasonable efforts to request the notes and registrations applicable at the public notary where the Royalty Agreement and the Irrevocable Mandate was executed or at the relevant Mining Register to (I) evidence the termination of the Royalty Agreement as of the Termination Effective Date, and (II) the release and cancellation of the Mortgages and Prohibitions. Following such notes and registrations:
- (i) the Parties shall request that the relevant Mining Register issue for each of the Subject Properties the following certificates: (I) mortgages and encumbrances; (II) interdictions and prohibitions; and (III) ownership;
- (ii) RG Chile will deliver to the Operator a legalized copy of the notes and registrations made evidencing the termination of the Royalty Agreement, the Irrevocable Mandate and the Mortgages and Prohibitions evidencing the cancellation of the mortgages and prohibitions, and marginal notes made under the Royalty Agreement; and
- (iii) RG Chile will deliver to the Operator mortgages and encumbrances, and interdictions and prohibitions certificates issued by the relevant Mining Register for each of the Subject Properties, evidencing that the Subject Properties are free of mortgages, encumbrances, interdictions or prohibitions registered under the Royalty Agreement;

4.2 Publicity.

Each Party agrees that the terms of this Agreement shall not be disclosed or otherwise made available to the public and that copies of this Agreement shall not be publicly filed or otherwise made available to the public, except where such disclosure, availability or filing is required by this Agreement, any Governmental Requirement or by the applicable requirements of any securities exchange or marketplace and then only to the extent required by such Governmental Requirement or applicable requirements.

4.3 Confidentiality.

Each of RG Chile and Operator agree to comply with the covenants and restrictions set out in Section 6(f) (Confidentiality) of the Original Royalty Agreement applicable to it regarding non-public data or information concerning Operator's operations or Subject Properties or otherwise obtained under the Royalty Agreement, as if the provisions of Section 6(f) were set out in this Agreement.

4.4 Releases.

Effective upon the Termination Effective Date, each of the Operator and RG Chile hereby releases, remises and forever discharges the other from its obligations under the Royalty Agreement, and from all manner of actions, causes of action, proceedings, suits, liabilities, debts, dues, sums of money, claims, demands or interests whatsoever, at law or in equity, that either of them now have or hereafter may have against the other arising out of or relating to the Royalty Agreement. For the avoidance of doubt, nothing set forth in the previous sentence shall release Operator from the duties and obligations provided for under Section 2.3 hereof.

**ARTICLE FIVE
DELIVERIES**

5.1 The Operator's Deliveries.

Concurrent with the execution of this Agreement on the date first written above, the Operator shall deliver, or cause to be delivered, the following to RG Chile:

- (a) a duly executed and legalized copy of the public deed of termination in the form attached hereto as Exhibit A (the "**Public Deed of Termination**");
- (b) a legal opinion of Carey y Cia., counsel to Operator in a form satisfactory to Royal Gold, Inc. and RG Chile;
- (c) payment of the Royalty Termination Payment in cash or other immediately available funds, by wire transfer, in accordance with the written instructions of RG Chile; and
- (d) certified copies of resolutions of the directors and shareholders of the Operator approving the transactions contemplated by this Agreement and the execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Operator pursuant to this Agreement and the performance by Operator of its rights and obligations thereunder.

5.2 RG Chile's Deliveries.

Concurrent with the execution of this Agreement on the date first written above, RG Chile shall deliver, or cause to be delivered, the following to the Operator:

- (a) a duly executed and legalized copy of the Public Deed of Termination;
- (b) a legal opinion of Urenda, Rencoret, Orrego y Dorr, Abogados, counsel to Royal Gold Inc. and RG Chile in a form satisfactory to the Operator; and

upon receipt of the Royalty Termination Payment from the Operator in accordance with Section 5.1(c), a receipt of RG Chile in favour of the Operator acknowledging receipt of the Royalty Termination Payment.

5.3 Concurrent Delivery.

It shall be a condition of the execution and delivery of this Agreement that all matters of payment and the execution and delivery of documents by any Party to the other Parties pursuant to the terms of this Agreement shall

be concurrent requirements and that nothing will be complete until everything required as a condition precedent to the execution and delivery of this Agreement has been paid, executed and delivered, as the case may be.

ARTICLE SIX INDEMNITIES

6.1 Indemnification.

- (a) RG Chile agrees to indemnify the Operator from and against, and to hold the Operator harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, claims, expenses or disbursements of any kind whatsoever (collectively “ **Losses** ”) which may at any time be imposed on, incurred by or asserted against the Operator in any way relating to or arising out of: (A) any breach by RG Chile of, or any misrepresentation or inaccuracy of any representation or warranty of RG Chile contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto; or (B) any breach or non-performance by RG Chile of any covenant or agreement to be performed by RG Chile contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto, including the registration of this Agreement and the registration of the release and cancellation of the Mortgages and Prohibitions.
- (b) The Operator agrees to indemnify RG Chile from and against, and to hold RG Chile harmless from, any and all Losses which may at any time be imposed on, incurred by or asserted against RG Chile in any way relating to or arising out of (A) any breach by the Operator of, or any misrepresentation or inaccuracy of, any representation or warranty of the Operator contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto; and (B) any breach or non-performance by the Operator of any covenant or agreement to be performed by the Operator contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto.
- (c) In no event will any Party be liable to another Party for any lost profits or incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based in contract, tort, including negligence, strict liability, fraud, or otherwise, or statutes, regulations, or any other theory) arising out of or in connection with this Agreement, even if advised of such potential damages.
- (d) The Parties acknowledge and agree that in the event a Party shall be entitled to be indemnified against any Losses pursuant to this Article 6, there shall be included in the indemnified amount an amount equal to any tax that may be payable by the recipient of the indemnification payment.

ARTICLE SEVEN MISCELLANEOUS

7.1 Governing Law. This Agreement is to be governed by and construed under the laws of the Chile, without giving effect to those principles of conflicts of laws that might otherwise require application of the laws of any other jurisdiction.

7.2 Dispute Resolution.

- (a) The Parties shall use reasonable commercial efforts to resolve any controversies, disputes or claims (a “ **Dispute** ”) arising under this Agreement. If for any reason any Dispute arising out of this Agreement is not resolved by negotiation and agreement within 30 days after the delivery of a written notice of Dispute, the Dispute shall be determined by arbitration as provided in this Section 7.2.
- (b) All Disputes shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ **ICC** ”). The number of arbitrators shall be three. The place of Arbitration shall be Santiago, Chile. The language of the Arbitration shall be Spanish. Judgment may be entered upon an award in any court of competent jurisdiction.
- (c) The Party referring a Dispute to arbitration hereunder shall appoint an arbitrator in the arbitration petition and the respondent Party shall appoint an arbitrator in its response. If within thirty (30)

days after the date of the arbitration petition, the respondent has not appointed an arbitrator, such arbitrator shall be appointed by the ICC. Within thirty (30) days of their appointment, the two arbitrators so appointed shall appoint a third arbitrator who shall preside over the arbitration panel. If the two arbitrators cannot agree on a third arbitrator within such thirty (30) day period, the third arbitrator shall be appointed by the ICC.

- (d) Notwithstanding the provisions of Section 7.2(a), the arbitral tribunal shall have the power to grant interim measures of protection, but, without derogating from the commitment to arbitrate or the power of the arbitral tribunal to grant such measures, it shall not be inconsistent with this Agreement for a party to apply to a court of competent jurisdiction for an interim measure of protection pending the commencement or completion of arbitration.
- (e) In any arbitration, or in any court proceeding authorized to be taken under this Agreement, the arbitral tribunal or the court, as the case may be, shall in addition to any other relief, be entitled to make an award or enter a judgment, as the case may be, for reasonable attorney's fees and disbursements, including experts witness fees, and any other costs of the proceeding. The arbitration panel may only award damages as provided for under the terms of this Agreement and in no event may punitive, consequential or special damages be awarded.
- (f) If contemporaneous Disputes arise under this Agreement, a single arbitration may be commenced in respect of the Disputes.

7.3 Notices. Unless otherwise provided in this Agreement, any notice or other correspondence required or permitted by this Agreement shall be deemed to have been properly given or delivered when made in writing and hand-delivered to the Party to whom directed, or when given by facsimile transmission, with all necessary delivery charges fully prepaid (or in the case of a facsimile, upon confirmation of receipt), and addressed to the Party to whom directed at the following address:

If to Operator:

Compañía Minera Teck Carmen de Andacollo
c/o Teck Resources Chile Limitada
Isidora Goyenechea 2800, Oficina 802
Las Condes, Santiago, Chile
Attention: Christian Arentsen
Facsimile: (56-2) 464 5794

with a copy, which shall not constitute notice, to:

Borden Ladner Gervais LLP
1200 Waterfront Centre
200 Burrard Street, P.O. Box 48600
Vancouver, British Columbia, V7X 1T2 Canada
Attention: Fred R. Pletcher
Facsimile: (604) 687-1415

with a copy, which shall not constitute notice, to:

Carey y Cía. Ltda.
Isidora Goyenechea 2800, Oficina 4201
Las Condes, Santiago, Chile
Attention: Rafael Vergara G.
Facsimile : (562) 2928- 2228

If to RG Chile:

Royal Gold Chile Limitada
c/o Royal Gold, Inc.
1660 Wynkoop Street, Suite 1000
Denver, CO 80202-1132 USA

Attention:
Bruce C. Kirchhoff
Vice President, General Counsel and Secretary
Facsimile: (303) 595-9385

with a copy, which shall not constitute notice, to:

Hogan Lovells US LLP
One Tabor Center
1200 Seventeenth Street, Suite 1500
Denver, CO 80202 USA
Attention: Paul Hilton, Esq.
Facsimile: (303) 899-7333

with a copy, which shall not constitute notice, to:

Urenda, Rencoret, Orrego y Dörr
Avda. Andrés Bello 2711, Floor 16
Las Condes
Santiago, Chile
Attention: Sergio Orrego
Facsimile : (562) 499-5555

Any Party may change its address for the purpose of notices or communications by furnishing notice thereof to the other Party in the manner provided in this Section 7.3.

- 7.4 Assignment. This Agreement shall inure to the benefit of and shall be binding on and enforceable by the Parties and, where the context so permits, their respective permitted successors and permitted assigns. No Party may assign all or any part of its rights, liabilities and obligations under this Agreement without the prior written consent of the other Parties to this Agreement.
- 7.5 Survival. All covenants, agreements, and indemnities made under this Agreement shall survive the execution and delivery of this Agreement and shall survive the Termination Effective Date until such covenants, agreements and indemnities have been performed or satisfied in accordance with the terms thereof. All representations and warranties made under this Agreement shall survive the execution and delivery of this Agreement and shall survive the Termination Effective Date for a period of six months from the Termination Effective Date, except that any representation and warranty shall not terminate with respect to any item as to which a Party seeking indemnification under Article 6 has, prior to the expiration of such six month period, previously made a claim against the other indemnifying Party by delivering notice in accordance with this Agreement.
- 7.6 Expenses. Each of the Parties agrees to bear and pay its own costs and expenses incurred in connection with the preparation, execution, delivery and performance of this Agreement.
- 7.7 Further Assurances. The Parties shall from time to time execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the purposes of this Agreement.
- 7.8 Nature of Interests. All of the covenants, conditions, and terms of this Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.
- 7.9 Specific Performance. Without limiting or waiving in any respect any rights or remedies of the Parties under this Agreement now or hereafter existing at law in equity or by statute, each Party shall be entitled to such specific performance of the obligations to be performed by the other Parties hereto in accordance with the provisions of this Agreement. Such remedies of specific performance, however, shall be cumulative and not exclusive and shall be in addition to any other remedies which a Party may have under this Agreement or otherwise.
- 7.10 Time of the Essence. Time is of the essence in this Agreement.

- 7.11 Entire Agreement. This Agreement, together with the schedules and exhibits attached thereto, are the complete expression of the entire agreement of the Parties with respect to the subject matter hereof, and no oral promise, statement or representation not contained herein shall be binding on the Parties unless reduced to writing and signed by the Parties.
- 7.12 Waiver and Amendment. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by means of a written instrument that has been executed by the Party or Parties to be bound.
- 7.13 Counterparts; Exchange by Facsimile or Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one single instrument. This Agreement may be delivered by facsimile or electronic delivery.
- 7.14 Taxes.
- (a) Except pursuant to Section 6.1(d), any Party receiving a payment under this Agreement, including the Royalty Termination Payment, shall be responsible for all taxes payable in respect of such payment.
- (b) If any Taxes are required by law to be deducted from or in respect of any amounts payable to a Party hereunder:
- (i) the Party making such payment will make such deductions; and
- (ii) the Party making such payment will pay the full amount deducted to the relevant taxing authority in accordance with applicable law, and such Party will promptly furnish to other Parties written proof of such payment.
- 7.15 No Brokers or Commissions. Each of the Parties acknowledges, agrees and represents and warrants to the other Parties that it has not engaged any broker, agent or other intermediary to act on its behalf in connection with the transactions contemplated by this Agreement and that it is not aware of any current or possible future claim for any brokerage, agency or finder's fee or commission in connection with the transactions contemplated by this Agreement and that if any such claim should arise through, or under, or by virtue of any action taken by any party, such Party shall indemnify and hold harmless the others in respect thereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

**COMPAÑÍA MINERA TECK CARMEN DE
ANDACOLLO**

By: /s/ Christian Arentsen de Grenade
Print Name: Christian Arentsen de Grenade
Title: Authorized Representative

By: /s/ Francisco Javier Allendes Barros
Print Name: Francisco Javier Allendes Barros
Title: Director

ROYAL GOLD CHILE LIMITADA

By: /s/ Sergio Orrego F.
Print Name: Sergio Orrego F.
Title: Authorized Representative

EXHIBIT A

Form of Public Deed of Termination

DECLARACIONES, RECIBO DE PAGO
Y
ALZAMIENTO DE HIPOTECAS Y PROHIBICIONES

ROYAL GOLD CHILE LIMITADA
Y
COMPAÑÍA MINERA TECK CARMEN DE ANDACOLLO

EN SANTIAGO DE CHILE, a nueve de julio del dos mil quince, ante mí, [Individualization of the Notary Public], comparecen don **Sergio Orrego Flory**, chileno, casado, abogado, cédula nacional de identidad número siete millones cincuenta y un mil setecientos veintisiete guión dos, en representación de **Royal Gold Chile Limitada**, una sociedad constituida en conformidad con las leyes de Chile, Rol Único Tributario número setenta y seis millones setecientos sesenta y tres mil doscientos cuarenta guión uno, para estos efectos ambos domiciliados en Avenida Andrés Bello, número dos mil setecientos once, piso dieciséis, comuna de Las Condes, Santiago (en adelante también “**Royal Gold Chile**”); y don **Francisco Javier Allendes Barros**, chileno, casado, abogado, cédula nacional de identidad número diez millones cientos sesenta mil ciento cincuenta y ocho guión siete y don Christian Andrés Arentsen de Grenade, chileno, casado, ingeniero comercial, cédula nacional de identidad número siete millones cuarenta y cuatro mil quinientos noventa y seis guión cuatro, en representación de **Compañía Minera Teck Carmen de Andacollo**, una sociedad contractual minera constituida en conformidad con las leyes de Chile, para estos efectos todos domiciliados en Isidora Goyenechea, número dos mil ochocientos, oficina ochocientos dos, comuna de Las Condes, Santiago (en adelante también “**CDA**”, y en conjunto con Royal Gold Chile, las “**Partes**”); los comparecientes, mayores de edad, quienes acreditan su identidad con las cédulas citadas y exponen:

PRIMERO : Antecedentes. (a) Mediante contrato celebrado por escritura pública otorgada con fecha doce de enero de dos mil diez en la Notaría de Santiago de don Andrés Rubio Flores, (Repertorio número cuarenta y dos / dos mil diez) (el “Contrato de Regalía”), CDA vendió, cedió y transfirió a Royal Gold, Inc., quien compró y adquirió para sí, un royalty o regalía, de conformidad a los términos y condiciones establecidos en dicho instrumento (la “Regalía”). (b) Mediante escritura pública otorgada con fecha veinticinco de enero de dos mil diez en la Notaría de Santiago de don Andrés Rubio Flores (Repertorio número ciento treinta y dos / dos mil diez), CDA declaró haber recibido por parte de Royal Gold, Inc. en forma íntegra y oportuna el pago del precio de compra de la Regalía equivalente a doscientos setenta y un millones trescientos setenta mil catorce dólares de los Estados Unidos de América mediante la entrega de (i) un millón doscientas cuatro mil ciento treinta y seis acciones del capital social de Royal Gold, Inc.; y (ii) doscientos diecisiete millones novecientos cuarenta y dos mil quinientos dólares, en dinero efectivo. (c) Mediante escritura pública otorgada con fecha veinticinco de enero de dos mil diez en la Notaría de Santiago de don Andrés Rubio Flores (Repertorio número ciento treinta y tres / dos mil diez), Royal Gold, Inc. vendió, cedió y transfirió a Royal Gold Chile todos los derechos que le correspondían en el Contrato de Regalía en los términos y condiciones que se establecen en dicho instrumento. (d) Mediante escritura pública otorgada con fecha veintinueve de diciembre de dos mil once en la Notaría de Santiago de don Andrés Rubio Flores (Repertorio número dos mil ochocientos noventa y cinco / dos mil once), CDA y Royal Gold Chile modificaron el Contrato de Regalía incorporando concesiones mineras o pertenencias adicionales (“Modificación del Contrato de Regalía”).

SEGUNDO : Declaraciones y recibo de pago. (a) CDA y Royal Gold Chile dejan testimonio en este acto que: (i) la hipoteca de primer grado descrita en la Cláusula Sexta letra (p) del Contrato de Regalía, se inscribió a fojas uno número uno del Registro de Hipotecas y Gravámenes del Conservador de Minas de Andacollo, del año dos mil diez; y las hipotecas de primer grado descritas en la Cláusula Tercera de la Modificación del Contrato de Regalía, se inscribieron a fojas uno número uno, fojas tres número dos, fojas cinco número tres, fojas siete número cuatro, y fojas nueve número cinco, todas del Registro de Hipotecas y Gravámenes del Conservador de Minas de Andacollo, del año dos mil doce (las “Hipotecas”); (ii) las prohibiciones descritas en la Cláusula Sexta letra (q) del Contrato de Regalía, se inscribieron a fojas uno número uno del Registro de Interdicciones y Prohibiciones del Conservador de Minas de Andacollo, del año dos mil diez; y las prohibiciones descritas en la Cláusula Cuarta de la Modificación del Contrato de Regalía, se inscribieron a fojas cuatro número cuatro, fojas siete número cinco, fojas diez número seis, fojas trece número siete, y fojas dieciséis número ocho, todas del Registro de Interdicciones y Prohibiciones del

Conservador de Minas de Andacollo, del año dos mil doce (las “Prohibiciones”); y (iii) Mediante escritura privada denominada *Royalty Termination Agreement*, suscrita con esta misma fecha, las Partes pusieron término al Contrato de Regalía y a la Modificación del Contrato de Regalía con efecto al treinta de junio de dos mil quince (el “Contrato de Terminación”). (b) Royal Gold Chile declara que con esta misma fecha recibió de CDA, a su entera conformidad y satisfacción, la cantidad de trescientos cuarenta y cinco millones de dólares de los Estados Unidos de América en dinero efectivo por concepto del pago de terminación establecido en la Sección dos punto dos del Contrato de Terminación. (c) No obstante la terminación del Contrato de Regalía y alzamiento de las Hipotecas y Prohibiciones de que se da cuenta en el presente instrumento, las Partes dejan constancia de ciertos pagos que CDA debe realizar a Royal Gold Chile con posterioridad a esta fecha, según los términos de la Sección dos punto tres del Contrato de Terminación.

TERCERO : Alzamiento y Cancelación. Atendido que las Partes le pusieron término al Contrato de Regalía y a la Modificación del Contrato de Regalía, en este acto, CDA y Royal Gold Chile vienen en alzar y cancelar las Hipotecas y Prohibiciones descritas en la cláusula Segunda, letra (a) números (i) y (ii), y las anotaciones que se practicaron dejando constancia del alzamiento y cancelación de las Hipotecas y las Prohibiciones al margen de cada una de las respectivas Propiedades Mineras, según este término fue definido en la cláusula Primera del Contrato de Regalía y en la cláusula Segunda de la Modificación del Contrato de Regalía.

CUARTO : Rectificaciones o Aclaraciones. Las partes comparecientes confieren mandato suficiente a don Sergio Orrego Flory, cédula nacional de identidad número siete millones cincuenta y un mil setecientos veintisiete guión dos y a don Rafael Vergara Gutiérrez, cédula nacional de identidad número siete millones dieciocho mil novecientos dieciséis guión K para que, actuando en forma conjunta, realicen todos los actos y otorguen todos los instrumentos públicos o privados que fueren necesarios para aclarar, rectificar o complementar la presente escritura, en relación con la descripción de las Hipotecas y Prohibiciones descritas en la cláusula Segunda, letra (a) números (i) y (ii) precedentes, para el adecuado alzamiento y cancelación de las Hipotecas y las Prohibiciones; estando también facultados para, actuando ya sea conjunta o individualmente, efectuar las anotaciones necesarias en la escritura original, y en las escrituras individualizadas en la cláusula Primera, letras (a), (b), (c) y (d) precedentes, y solicitar las anotaciones, inscripciones y subinscripciones que sean necesarias en los Conservadores de Minas correspondientes.

QUINTO : Legalización e Inscripción. Se faculta al portador de una copia autorizada del presente instrumento para requerir todas las inscripciones, subinscripciones y anotaciones que pudieran ser necesarias en la notaría donde se otorgaron las escrituras referidas en la cláusula Primera de este instrumento y en los Conservadores de Minas correspondientes.

SEXTO : Gastos. Los gastos notariales y los honorarios de conservadores que originen el otorgamiento de esta escritura serán soportados por mitades por las Partes.

Personerías . La personería de don Sergio Orrego Flory para actuar en representación de Royal Gold Chile Limitada consta de poder otorgado en Denver, Colorado, Estados Unidos de América, el veintiocho de Mayo de dos mil quince, el cual se encuentra debidamente legalizado y protocolizado con fecha quince de Junio de dos mil quince en la Notaría de Santiago de don Andrés Rubio Flores (Repertorio mil veintisiete / dos mil quince). La personería de don Francisco Javier Allendes Barros y de don Christian Andrés Arentsen de Grenade para actuar en representación de Compañía Minera Teck Carmen de Andacollo consta de escrituras públicas de fecha veintinueve de Noviembre de dos mil once (Repertorio cincuenta mil doscientos ochenta / dos mil once), diecinueve de febrero de dos mil ocho (Repertorio cuatro mil sesenta / dos mil ocho), todas ellas otorgadas en la Notaría de Santiago de doña María Gloria Acharán Toledo.

En comprobante y previa lectura, firman los comparecientes. Se da copia. Doy fe.

Sergio Orrego Flory
CNI N°
Royal Gold Chile Limitada

Francisco Javier Allendes Barros
CNI N°
Compañía Minera Teck Carmen de Andacollo

Christian Andrés Arentsen de Grenade
CNI N°
Compañía Minera Teck Carmen de Andacollo

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR THE REDACTED PORTIONS OF THIS EXHIBIT. THE REDACTIONS ARE INDICATED WITH “*[REDACTED]*”. A COMPLETE VERSION OF THIS AGREEMENT AND EXHIBIT HAS BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION.

RGLD GOLD AG

- and -

BGC HOLDINGS LTD.

- and -

BARRICK GOLD CORPORATION

PRECIOUS METALS PURCHASE AND SALE AGREEMENT

August 5, 2015

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION

1.1	Definitions	2
1.2	Certain Rules of Interpretation	19

ARTICLE 2 PURCHASE AND SALE

2.1	Purchase and Sale of Refined Gold and Refined Silver	21
2.2	Delivery Obligations	21
2.3	Fixed Silver Recovery	23
2.4	Invoicing	25
2.5	Gold Purchase Price	26
2.6	Silver Purchase Price	26
2.7	Payment	27

ARTICLE 3 ADVANCE PAYMENT AND CLOSING DELIVERABLES

3.1	Advance Payment	27
3.2	Use of the Advance Payment	27
3.3	Conditions Precedent to the Payment of the Advance Payment	27
3.4	Conditions Precedent in Favour of the Seller	29
3.5	Satisfaction of Conditions Precedent	30

ARTICLE 4 TERM

4.1	Term	30
-----	------	----

ARTICLE 5 REPORTING; BOOKS AND RECORDS

5.1	Reporting	31
5.2	Books and Records; Audits	31
5.3	Inspections	31

ARTICLE 6 COVENANTS

6.1	Conduct of Operations	32
6.2	Commingling; No Toll Processing	33
6.3	Preservation of Corporate Existence	33
6.4	Offtake Agreements	34
6.5	Insurance	34
6.6	Segregated Collection Account	35
6.7	Restrictions on Distributions From Collection Account	37

6.8	Transfers and Change of Control	39
6.9	Other Covenants of the Seller	43
6.10	Parent Company Covenant	46
6.11	Non-Solicitation	46
6.12	Confidentiality	47

ARTICLE 7 PURCHASE RIGHTS; PURCHASER CHANGE OF CONTROL

7.1	Seller Right of First Refusal	49
7.2	Purchaser Right of First Refusal	50
7.3	Change of Control of the Purchaser	51

ARTICLE 8 GUARANTEES AND INDEMNITIES

8.1	No Seller Security or Guarantee	51
8.2	Seller Indemnity	51
8.3	Purchaser Indemnity	52
8.4	Benefit of Indemnity	52

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1	Representations and Warranties of the Seller and the Parent Company	53
9.2	Representations and Warranties of the Purchaser	53
9.3	Survival of Representations and Warranties	53
9.4	Knowledge	53

ARTICLE 10 ACTS OF EXPROPRIATION

10.1	Act of Expropriation	53
10.2	Sharing of Compensation	54

ARTICLE 11 EVENTS OF DEFAULT

11.1	Seller Events of Default	55
11.2	Purchaser Remedies	56
11.3	Purchaser Events of Default	57
11.4	Seller Remedies	58

ARTICLE 12 ADDITIONAL PAYMENT TERMS

12.1	Payments	59
12.2	Taxes	59

ARTICLE 13
DISPUTES

13.1	Ongoing Disputes	60
13.2	Disputes and Arbitration	62
13.3	Meaning of “Party”	62

ARTICLE 14
GENERAL

14.1	Further Assurances	62
14.2	Limitation on Liability	62
14.3	Purchase and Sale; Not a Debt Instrument	63
14.4	Survival	63
14.5	No Joint Venture	63
14.6	Governing Law	63
14.7	Press Releases	64
14.8	Notices	64
14.9	Amendments	66
14.10	Beneficiaries	66
14.11	Entire Agreement	66
14.12	Waivers	66
14.13	Successors and Assigns	67
14.14	Severability	67
14.15	Costs and Expenses	67
14.16	Counterparts	67

BETWEEN:

RGLD GOLD AG,
a corporation existing under the laws of Switzerland,

(the “**Purchaser**”),

— and —

BGC HOLDINGS LTD.,
a company incorporated with limited liability under the laws of the Cayman Islands,

(the “**Seller**”),

— and —

BARRICK GOLD CORPORATION,
a company existing under the laws of the Province of Ontario

(the “**Parent Company**”).

WHEREAS the Seller has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Seller, an amount of Refined Gold (defined below) and Refined Silver (defined below) that is equal to Payable Gold (defined below) and Payable Silver (defined below), subject to and in accordance with the terms and conditions of this Agreement;

AND WHEREAS the Seller is an indirect wholly-owned subsidiary of the Parent Company;

AND WHEREAS the Parent Company is entering into this Agreement for the sole purpose of providing the limited representations, warranties and covenants contained herein and not, for greater certainty, for purposes of guaranteeing the payment or performance of any covenant or obligation of the Seller under this Agreement;

NOW THEREFORE in consideration of the respective covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties mutually agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions**

In this Agreement, including in the recitals, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“ **Account Bank** ” has the meaning set out in Section 3.3(g);

“ **Accrued Ounces** ” means the balance, from time to time, if any, of the number of ounces of Refined Gold and Refined Silver that is equal to Payable Gold and Payable Silver, respectively, that the Seller has accrued but has not yet delivered in accordance with Section 2.2(e) and, for greater certainty, shall not include Deferred Silver Ounces;

“ **Act of Expropriation** ” means an action by a Governmental Authority as a result of which:

- (a) all or substantially all of the rights, privileges or benefits existing on the date of this Agreement and pertaining to or associated with the Project or the Owner, for any period of time, cease directly or indirectly being for the benefit or entitlement of the Parent Company or its Affiliates, whether as a result of ceasing to own such interest or otherwise; or
- (b) the Parent Company or its Affiliates cease, for any period of time, to own or control, directly or indirectly, all or substantially all of the Barrick PV Interest and all or substantially all of the rights, privileges or benefits pertaining to or associated with the ownership or control of such interest cease being for the benefit or entitlement of, directly or indirectly, the Parent Company or its Affiliates;

“ **Actual Reference Silver** ” means, for any Quarterly Measurement Period, the number of silver ounces equal to the product of: (i) the Barrick PV Interest at such time, multiplied by (ii) the number of silver ounces contained in any Lot of concentrate, doré or any other metal bearing material produced from the Project (including silver derived from any processing or reprocessing of tailings, waste rock or other waste products originally derived from the Project) in respect of which an Offtaker Payment has been received by the Seller during such Quarterly Measurement Period multiplied by (iii) (a) 97%, in the case of any Lot of copper concentrates (only to the extent payable metal comprising silver is contained in such concentrate), or (b) 99%, in the case of any Lot of silver doré and any other product;

“ **Additional Permitted Indebtedness** ” means:

- (a) Shareholder Loans and Existing Partner Shareholder Loans, in each case if made pro rata in proportion to the ratio of the Barrick PV Interest to the Existing Partner PV Interest; and

(b) any Indebtedness of the Owner or Project Holdco (other than Shareholder Loans and Existing Partner Shareholder Loans) that (i) after having given effect to the incurrence thereof, satisfies the Delivery Coverage Test and (ii) the proceeds of which are solely used for the operation of the Project including, for greater certainty, all Permitted Capital Projects;

“ **Adjusted Reference Silver Ounces** ” means, for any Quarterly Measurement Period, the number of silver ounces equal to the quotient obtained by dividing: (i) the number of ounces of Reference Silver contained in each Lot for which an Offtaker Payment has been received by the Seller during such Quarterly Measurement Period, by (ii) the average metallurgical recovery for silver at the Project in respect of such Quarterly Measurement Period (expressed as a decimal);

“ **Administrative Services Agreement** ” means the Administrative Services Agreement, dated October 20, 2008 between Barrick Gold of North America, Inc. and the Owner as amended, restated, supplemented, modified or superseded from time to time;

“ **Advance Payment** ” has the meaning set out in Section 3.1;

“ **Advance Payment Reduction Date** ” means the date on which the Advance Payment is reduced to nil in accordance with the formulae set out in Section 2.5(a) and Section 2.6(a);

“ **Affiliate** ” means, in relation to any person or entity, any other person or entity controlling, controlled by or under common control with such first mentioned person or entity;

“ **Aggregate Silver Cash Price** ” has the meaning set out in Section 2.3(a);

“ **Agreement** ” means this precious metals purchase and sale agreement and all attached schedules, in each case as the same may be supplemented, amended, restated, modified or superseded from time to time in accordance with the terms hereof;

“ **Alternative Transaction** ” has the meaning set out in Section 6.11(a);

“ **Applicable Gold Price Percentage** ” means, until 550,000 ounces of Refined Gold have been delivered under this Agreement, 30%, and thereafter, 60%;

“ **Applicable Laws** ” means any federal, state, provincial, or municipal law, regulation, ordinance, code, order, common law or other requirement or rule of law or the rules, policies, orders or regulations of any Governmental Authority or stock exchange, including any judicial or administrative interpretation thereof, applicable to a person or any of its properties, assets, business or operations;

“ **Applicable Silver Price Percentage** ” means, until 23,100,000 ounces of Refined Silver have been delivered under this Agreement, 30%, and thereafter, 60%;

“ **Approvals** ” means all authorizations, clearances, consents, orders and other approvals required to be obtained from any person, including any Governmental Authority or stock exchange, in connection with the completion of the transactions contemplated by this Agreement;

“ **Approved Program and Budget** ” means a Program and Budget which has been approved by the Owner and Project Holdco pursuant to Article 5 of the Shareholders Agreement ;

“ **Arbitration Rules** ” means the *International Commercial Arbitration Act* (Ontario), R.S.O. 1990, c. I.9;

“ **Auditor** ” means a national Canadian accounting firm that is independent of the Parent Company and its Affiliates, and the Purchaser and its Affiliates, that has experience and expertise in determining the quantity of gold and silver mined, produced, extracted or otherwise recovered from mining projects;

“ **Auditor’s Report** ” has the meaning set out in Section 13.1(a)(ii);

“ **Average Metal Price** ” means, as of any date of calculation, the average Gold Reference Price or the average Silver Reference Price, as applicable, for the specified period or, if no period is specified, for the 90-day period immediately preceding the date of calculation;

“ **Barrick Group Entity** ” means the Parent Company or a direct or indirect subsidiary of the Parent Company;

“ **Barrick PV Interest** ” means the Parent Company’s entire direct or indirect interest in the Project from time to time (including its equity interest and its interest in the Shareholder Loans) which, on the date hereof, is a 60% interest;

“ **Books and Records** ” means the records, data, documentation, scientific and technical information, and other information relating to operations and activities with respect to the Project and the mining and production of Minerals therefrom and the treatment, processing, milling, concentrating and transportation of Minerals and weight, moisture and assay certificates, and including the books and records contemplated in Section 5.2;

“ **Business Day** ” means any day other than a Saturday or Sunday or a day that is a statutory or bank holiday under the laws of the Province of Ontario, Canada, London, United Kingdom, the Cayman Islands or Zurich, Switzerland;

“ **Change of Control** ” of a person (the “ **Subject Person** ”) means the consummation of any transaction, including any consolidation, arrangement, amalgamation or merger, or any issue, transfer or acquisition of voting shares, the result of which is that any other person or group of other persons acting jointly or in concert for purposes of such transaction: (a) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting shares of the Subject Person; or (b) otherwise acquires control, directly or indirectly, of the Subject Person; provided that a Change of Control shall not include any

transaction that results in: (i) a change in the beneficial share ownership of a Subject Person, if a majority of such Subject Person's voting shares were listed on a public exchange immediately prior to such transaction, (ii) a change in the beneficial share ownership, or acquisition of control, of a person that directly or indirectly controls the Subject Person, if a majority of that controlling person's voting shares were listed on a public exchange immediately prior to such transaction, or (iii) the Subject Person (if the Purchaser) continuing to be, directly or indirectly, wholly-owned by the Purchaser Parent or a successor thereof;

“ **Closing Date** ” means the fifth Business Day following the date on which the Conditions Precedent are satisfied or waived in accordance with the terms hereof (other than those Conditions Precedent which the Parties agree are to be satisfied at the closing or which, by their terms, must be satisfied less than five Business Days prior to closing), or such other date as may be agreed in writing by the Parties;

“ **Closing Minimum Cash Amount** ” has the meaning set out in Section 6.6(a)(ii);

“ **Collection Account** ” has the meaning set out in Section 6.6(a);

“ **Commercial List** ” means the Ontario Superior Court of Justice (Commercial List);

“ **Common Terms Agreement** ” means the Common Terms Agreement, dated as of April 26, 2010, among the Owner, Export Development Canada, Export-Import Bank of the United States, Canadian Imperial Bank of Commerce, Standard Chartered Bank, The Bank of Nova Scotia, KfW IPEX-Bank, GmbH, ING Bank N.V. and Citibank, N.A., as amended, restated, supplemented, modified or superseded from time to time;

“ **Conditions Precedent** ” means the conditions precedent to the payment of the Advance Payment set out in Section 3.3 and the conditions precedent in favour of the Seller set out in Section 3.4;

“ **Confidential Information** ” has the meaning set out in Section 6.12(a);

“ **control** ” means the right, whether by contract, ownership of equity interests or otherwise, to direct or cause the direction of the management of the business or affairs of a person, whether directly or indirectly through a chain of entities that are “controlled” within the foregoing meaning; and “ **controls** ”, “ **controlling** ”, “ **controlled by** ” and “ **under common control with** ” have corresponding meanings;

“ **Date of Delivery** ” has the meaning set out in Section 2.2(d);

“ **Defaulted Ounces** ” has the meaning set out in Section 11.1(a);

“ **Deferred Offset Amount** ” has the meaning set out in Section 2.3(a);

“ **Deferred Silver Amount** ” means, in respect of any Quarterly Measurement Period for which Deferred Silver Ounces arise pursuant to Section 2.3, the product of (i) the Silver Reference Price as of the date that is two Business Days prior to the corresponding

Quarterly Delivery Date, multiplied by (ii) the number of Deferred Silver Ounces arising in the relevant Quarterly Measurement Period, multiplied by (iii) one minus the Applicable Silver Price Percentage (expressed as a decimal);

“ **Deferred Silver Ounces** ” means, for any Quarterly Measurement Period, the number of ounces of Refined Silver equal to the positive difference, if any, between (i) the number of ounces of Refined Silver equal to Payable Silver for such Quarterly Measurement Period, minus (ii) the Actual Reference Silver for such Quarterly Measurement Period ;

“ **Delivery Coverage Test** ” means, with respect to any Indebtedness (excluding Shareholder Loans and Existing Partner Shareholder Loans) proposed to be incurred by Project Holdco or the Owner, that after giving effect to the incurrence of such Indebtedness (and assuming all committed amounts thereunder are fully drawn), for the term of such Indebtedness taking into account the amortization schedule in respect thereof:

- (a) the Distributions forecast to be paid directly or indirectly to the Seller (prior to considering the economic obligations of the Seller to the Purchaser under this Agreement) during such term (and as determined using the Average Metal Prices for gold and silver on the date of calculation),

exceed an amount equal to:

- (b) (i) on or prior to the Advance Payment Reduction Date, *[Redacted]* and (ii) following the Advance Payment Reduction Date, *[Redacted]* ,

all as calculated using the then current Mine Plan (provided that such Mine Plan has been provided to the Purchaser in accordance with the reporting requirements agreed by the Parties pursuant to Section 5.1);

“ **Designated Jurisdiction** ” has the meaning set out in Section 2.2(d);

“ **Disclosure Letter** ” means a letter dated the date hereof disclosing, among other things, facts, matters and circumstances that are, or may be, inconsistent with the representations and warranties;

“ **Dispute Notice** ” has the meaning set out in Section 13.1(a)(i);

“ **Dispute Period** ” has the meaning set out in Section 13.1(a)(i);

“ **Distribution** ” means:

- (a) any dividend in cash or other property or assets or return of any capital;

* [Redacted] * indicates confidential information that has been omitted in reliance on Rule 24b-2 of the Securities Exchange Act of 1934. The confidential information has been submitted separately to the U.S. Securities and Exchange Commission.

- (b) any management or comparable fee paid;
- (c) any repayment of any Shareholder Loan or other intercompany Indebtedness (including, for greater certainty, any interest paid in respect thereof); or
- (d) any other payment related to the Project that is paid to the Seller by Project Holdco or the Owner;

“ **EDGAR** ” means the Electronic Data Gathering, Analysis, and Retrieval system maintained by the United States Securities and Exchange Commission;

“ **Eligible Transferee** ” has the meaning set out in Section 6.8(b)(iii);

“ **Encumbrances** ” means all mortgages, charges, assignments, hypothecs, pledges, security interests, liens and other encumbrances and adverse claims of every nature and kind securing any obligation of any person;

“ **Existing Lenders** ” means the lenders under the Project Financing but excluding, for greater certainty, the Parent Company or any of its Affiliates;

“ **Existing Partner** ” means Goldcorp Inc.;

“ **Existing Partner PV Interest** ” means the Existing Partner’s entire direct or indirect interest in the Project from time to time (including its equity interest and its interest in the Existing Partner Shareholder Loans) which, on the date hereof, is a 40% interest;

“ **Existing Partner Shareholder Loans** ” means any loans provided to the Owner or Project Holdco by the Existing Partner or a subsidiary thereof;

“ **Existing Restrictions** ” means any covenants or other restrictions imposed on any Seller Group Entity pursuant to the terms of the Project Financing, the Shareholders Agreement, the Special Lease Agreement or any similar agreement relating to the Project, as applicable;

“ **Facilities** ” means the access, mining, processing, production, maintenance, administration, storage, power and other infrastructure re-commissioned, constructed or operated in the Dominican Republic to the extent owned or controlled by, the Owner or any of its Affiliates (whether located within or outside of the Fiscal Reserve) to extract, beneficiate, store, market and sell Minerals;

“ **Fiscal Reserve** ” means the Montenegro Fiscal Mining Reserve (*Reserva Fiscal Montenegro*), as it exists on the date hereof, established by Presidential Decree No. 169-02, dated as of March 7, 2002, as extended by Presidential Decree No. 722-04 and delineated by the UTM coordinates set out in Schedule B and depicted on the map attached as Schedule C, but subject to the exclusions set out in the Special Lease Agreement as depicted on the map attached as Schedule C as “Excluded Area”;

“ **Fixed Silver Recovery Rate** ” means the fixed metallurgical recovery rate for silver at the Project prior to the delivery by the Seller of the Step-Down Silver Ounces, being 70%;

“ **Gold Cash Price** ” means, on any date, the product of the Gold Reference Price as of the day that is two Business Days prior to such date multiplied by the Applicable Gold Price Percentage on such date;

“ **Gold Purchase Price** ” has the meaning set out in Section 2.5;

“ **Gold Reference Price** ” means, for any date, the “LBMA Gold Price” as quoted in U.S. Dollars by the LBMA at 3:00 pm (London time) on such date, provided that if, for any reason, the LBMA is no longer in operation or the price of gold is not confirmed, acknowledged or quoted by the LBMA on such date, the Gold Reference Price shall be determined by reference to the price of gold on another commercial exchange mutually acceptable to the Seller and the Purchaser, acting reasonably;

“ **Gold Unit Offset** ” has the meaning set out in Section 2.5(a);

“ **Governmental Authority** ” means any international, federal, state, provincial, territorial, municipal or local government, agency, department, ministry, authority, board, tribunal, commission or official, including any such entity with power to tax, or exercise regulatory or administrative functions, or any court, arbitrator (public or private), stock exchange or securities commission;

“ **Indebtedness** ” means, for any person at any date, without duplication (a) all obligations of such person to repay money borrowed, (b) all obligations of such person to pay money evidenced by term loans, bonds, debentures, notes or other similar instruments, including such obligations incurred in connection with the acquisition of property, assets or a business, (c) all obligations under bankers’ acceptances, (d) the undrawn face amount of all letters of credit issued for the account of such person and all outstanding reimbursement obligations with respect to such letters of credit, (e) all obligations of such person to pay the deferred purchase price of property or services, (f) the principal component of all rental obligations of such person as lessee under capital leases and (g) obligations of another person of the type listed in clauses (a) through (f), payment of which is guaranteed by or secured by Encumbrances on the property of such person; provided that “ *Indebtedness* ” shall not include current trade accounts payable or purchase money obligations incurred in the ordinary course of business;

“ **Initial Term** ” has the meaning set out in Section 4.1;

“ **Insolvency Event** ” means, in relation to any person, any one or more of the following events or circumstances:

- (a) proceedings are commenced against such person for the winding-up, liquidation, bankruptcy or dissolution of such person, unless such person in good faith actively and diligently contests such proceedings resulting in a dismissal or stay thereof within 90 days of the commencement of such proceedings;

- (b) a decree or order of a court of competent jurisdiction is entered adjudging such person to be bankrupt or insolvent (unless vacated), or a petition or order seeking reorganization, arrangement or adjustment of or in respect of such person is approved under Applicable Laws relating to bankruptcy, insolvency, compromise or arrangement of debts or relief of debtors;
- (c) such person makes an assignment for the benefit of its creditors, files a notice of intention to file a proposal to creditors, or petitions or applies to any court or tribunal for the appointment of a receiver or trustee for itself or any substantial part of its property, or commences for itself or acquiesces in or approves or has filed or commenced against it any proceeding under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute or any proceeding for the appointment of a receiver or trustee for itself or any substantial part of its assets or property, or a liquidator, administrator, receiver, trustee, conservator or similar person is appointed with respect to it or any substantial portion of its property or assets, unless, in the case of a proceeding commenced against such person, such proceeding is being actively and diligently contested in good faith resulting in a dismissal or stay thereof within 90 days of commencement of such proceeding;
- (d) a resolution is passed authorizing any of the events described in paragraph (c) above, to the extent such events are instituted by such person; or
- (e) anything analogous or having a similar effect to an event listed in paragraphs (a) to (d) above occurs in respect of such person;

“ **LBMA** ” means the London Bullion Market Association;

“ **LBMA Good Delivery List** ” means the lists maintained by the LBMA detailing the names of accredited refiners of gold and silver;

“ **LBMA Good Delivery Rules** ” means the *Good Delivery Rules for Gold and Silver Bars — Specifications for Good Delivery Bars and Application Procedures for Listing of the LBMA*, as amended from time to time;

“ **Losses** ” means all claims, demands, proceedings, fines, losses, damages, liabilities, obligations, deficiencies, costs and expenses (including all legal and other professional fees and disbursements, interest, penalties, judgment and amounts paid in settlement of any demand, action, suit, proceeding, assessment, judgment or settlement or compromise);

“ **Lot** ” means any applicable quantity of Minerals delivered by the Seller or any of its Affiliates to an Offtaker from time to time;

“ **Material Adverse Effect** ” means any event, occurrence, change or effect that, when taken individually or together with all other events, occurrences, changes or effects, is or would reasonably be expected to:

- (a) materially limit, restrict or impair the ability of the Seller to perform its obligations under this Agreement, the Shareholders Agreement, the Special Lease Agreement or the Project Financing, as applicable;
- (b) limit, restrict or impair the ability of the Owner to operate the Project substantially in accordance with the Mine Plan for the Project in effect immediately prior to the occurrence of the Material Adverse Effect; or
- (c) cause a significant decrease to, or delay in, the expected gold or silver production from the Project based on the Mine Plan for the Project in effect immediately prior to the occurrence of such event, occurrence, change or effect;

[Redacted] ;

“ **Mine Plan** ” means, at any time and from time to time, the life of mine plan in respect of the Project adopted by Project Holdco for the Owner as part of the annual process of adoption of a program and budget under the Shareholders Agreement, as such plan may be amended from time to time in accordance with the Shareholders Agreement and accepted practices in the international mining industry, and as of the date hereof means the mine plan attached as Appendix 1 to the Disclosure Letter;

“ **Mineral Rights** ” means the rights of the Owner conferred by, and subject to the exclusions and limitations set forth in, the Special Lease Agreement and Applicable Laws, to prospect, explore for, develop, exploit, process, reprocess, store, and sell Minerals from the Fiscal Reserve as it exists on the Closing Date, including any extension, renewal, replacement, conversion or substitution of any such rights but, in every case, without extending the area of the Fiscal Reserve;

“ **Minerals** ” means any and all marketable metal bearing material in whatever form or state (including Reference Gold and Reference Silver) that is mined, produced, extracted or otherwise recovered from the Fiscal Reserve, including any such material derived from any processing or reprocessing of any tailings, stockpiles, dumps, waste rock or other waste products originally derived from the Fiscal Reserve that may be subsequently reprocessed, and including ore and any other products resulting from the further milling, processing or other beneficiation of Minerals, including concentrates or doré bars;

“ **Net Delivered Ounce Obligation** ” means for the relevant period, the product of (x) all projected ounces of Refined Gold and Refined Silver forecast to be delivered to the Purchaser during such period multiplied by (y) the difference, as applicable, between (a) the Average Metal Prices for gold and silver at such time and (b) the product of (i) the Applicable Gold Price Percentage and the Applicable Silver Price Percentage, in each case, as in effect at the relevant times multiplied by (ii) the Average Metal Prices for gold and silver at such time, as applicable;

* [Redacted] * indicates confidential information that has been omitted in reliance on Rule 24b-2 of the Securities Exchange Act of 1934. The confidential information has been submitted separately to the U.S. Securities and Exchange Commission.

“ **NI 43-101** ” means National Instrument 43-101 — *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators, as the same may be amended from time to time, or any successor instrument, rule or policy;

“ **Offtake Agreement** ” means any agreement entered into by any Seller Group Entity with an Offtaker (a) for the sale of Reference Gold or Reference Silver to such Offtaker or (b) for the smelting, refining or other beneficiation of Reference Gold or Reference Silver by such Offtaker for the benefit of a Seller Group Entity, as such agreement may be amended, restated, supplemented, modified or superseded from time to time;

“ **Offtaker** ” means (a) any person, other than a Seller Group Entity, that purchases Minerals from a Seller Group Entity pursuant to an Offtake Agreement; or (b) any person that takes delivery of Minerals for the purpose of smelting, refining or other beneficiation of such Minerals for the benefit of a Seller Group Entity pursuant to an Offtake Agreement; provided that if a Barrick Group Entity smelts, refines or beneficiates such Minerals, the Offtaker shall mean such Barrick Group Entity;

“ **Offtaker Charges** ” means any refining charges, treatment charges, penalties, insurance charges, transportation charges, settlement charges, financing charges or price participation charges, or other charges, penalties or deductions that may be charged or levied by an Offtaker, regardless of whether such charges, penalties or deductions are expressed as a specific metal deduction, a percentage or otherwise;

“ **Offtaker Delivery** ” means the delivery of Reference Gold and/or Reference Silver to an Offtaker which, for greater certainty, shall not include deliveries of Reference Gold and/or Reference Silver to persons subsequent to the first Offtaker acquiring such Reference Gold and/or Reference Silver;

“ **Offtaker Payment** ” means (a) with respect to Minerals contained in any Lot purchased by an Offtaker from a Seller Group Entity pursuant to an Offtake Agreement, the receipt by a Seller Group Entity of payment or other consideration from the Offtaker in respect of any Reference Gold or Reference Silver in such Lot in accordance with the applicable Offtake Agreement, and (b) with respect to Minerals contained in any Lot refined, smelted or otherwise beneficiated by an Offtaker on behalf of a Seller Group Entity, the receipt by a Seller Group Entity of gold or silver for such Lot in accordance with the applicable Offtake Agreement; provided that if a Barrick Group Entity is the Offtaker, then Offtaker Payment shall mean the creation of Refined Gold and/or Refined Silver from the smelting, refining or beneficiating of any Reference Gold or Reference Silver in such Lot, as applicable; and, provided further, that if a Transfer has occurred pursuant to Section 6.8(c)(iii) any Offtaker Payment received by a Seller Group Entity will be deemed to have been received for all purposes of this Agreement (other than for the purpose of determining whether the Seller Group Entities are in compliance with Section 6.9(a)) in respect of all Reference Gold and Reference Silver in such Lot as if the transfer in Section 6.8(c)(iii) had not occurred, notwithstanding that the entitlement of the Seller Group Entities to Minerals from such Lot shall be less than the Reference Gold and Reference Silver as a result of the decrease in the Barrick PV Interest;

“ **Operating Approvals** ” has the meaning set out in Schedule D;

“ **Original Method of Delivery** ” means the method of delivery for Refined Gold and Refined Silver as provided in writing by the Seller and the Purchaser on or prior to the date hereof;

“ **Other Minerals** ” means any and all marketable metal bearing material in whatever form or state (including ore) that is mined, produced, extracted or otherwise recovered from any location that is not within the Fiscal Reserve;

“ **Other Person** ” has the meaning set out in Section 6.11(a);

“ **Owner** ” means Pueblo Viejo Dominicana Corporation, a company existing under the laws of Barbados and a wholly owned subsidiary of Project Holdco, or any transferee of the Project pursuant to Section 6.8;

“ **Parent Company Fundamental Representations** ” means each of the representations and warranties of Parent Company set forth in Schedule E;

“ **Parties** ” means the parties to this Agreement and “ **Party** ” means each of them;

“ **Payable Gold** ” means, for any Quarterly Measurement Period (or portion thereof, as applicable):

- (a) commencing on July 1, 2015 and until such time as 990,000 ounces of Refined Gold have been delivered in the aggregate to the Purchaser under this Agreement (in the aggregate, the “ **Step-Down Gold Ounces** ”), 7.5% of Reference Gold contained in each Offtaker Delivery and in respect of which an Offtaker Payment is received; and
- (b) following the delivery of the Step-Down Gold Ounces and thereafter, 3.75% of Reference Gold contained in each Offtaker Delivery and in respect of which an Offtaker Payment is received;

“ **Payable Silver** ” means, for any Quarterly Measurement Period (or portion thereof, as applicable):

- (a) from and after January 1, 2016 and until the Step-Down Silver Ounces have been delivered to the Purchaser, the product of (i) 75%, multiplied by (ii) the Adjusted Reference Silver Ounces for such Quarterly Measurement Period, multiplied by (iii) the Fixed Silver Recovery Rate; and
- (b) following the delivery of the Step-Down Silver Ounces, 37.5% of Reference Silver contained in each Offtaker Delivery and in respect of which an Offtaker Payment is received;

“ **Permitted Capital Projects** ” means capital expenditures by a Seller Group Entity:

- (a) contemplated by the Mine Plan then in effect;
- (b) required to maintain design capacity or production as contemplated in the Mine Plan then in effect, or to prevent a material increase in unit operating costs from the levels contemplated in the Approved Program and Budget then in effect;
- (c) required to maintain operations at the levels contemplated in the Mine Plan and in compliance with all material licenses, permits, contracts, mining rights and rights required by law for the operation of the Project then in effect;
- (d) required to expand the Project, to reduce operating costs or for any other purpose which is mutually beneficial to the Seller Group Entities and the Purchaser; or
- (e) which have been consented to by the Purchaser in writing in advance, such consent not to be unreasonably withheld;

“ **Permitted Encumbrances** ” means any Encumbrance:

- (a) securing the payment and performance, when due, of obligations incurred in respect of the Project Financing, Project Financing Permitted Indebtedness and Additional Permitted Indebtedness; or
- (b) granted or incurred by the Owner in respect of the Project constituted by the following:
 - (i) inchoate or statutory liens for Taxes, assessments, royalties, rents or charges not at the time due or payable, or being contested in good faith through appropriate proceedings;
 - (ii) any reservations or exceptions contained in the original grants of land or by Applicable Laws or the terms of the Special Lease Agreement or any other lease or concession in respect of or comprising the Mineral Rights or Surface Rights;
 - (iii) minor discrepancies in the legal description or acreage of or associated with the Mineral Rights or Surface Rights or any adjoining properties which would be disclosed in an up-to-date survey and any registered easements and registered restrictions or covenants that run with the land which do not materially impair the use of the Mineral Rights or Surface Rights for the purpose of conducting and carrying out mining operations thereon;
 - (iv) rights of way for or reservations or rights of others for, sewers, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, or zoning by-laws, ordinances, surface access rights or other restrictions as to the use of the Mineral Rights or Surface Rights, which do

not in the aggregate materially detract from the use of the Mineral Rights or Surface Rights for the purpose of conducting and carrying out mining operations thereon;

- (v) equipment leases, purchase money security interests and liens not otherwise herein expressly permitted incurred in the ordinary course of business of the Owner;
- (vi) liens or other rights granted to secure performance of statutory obligations or regulatory requirements (including reclamation obligations);
- (vii) Encumbrances relating to, or resulting from, an act of expropriation that would not reasonably be expected to give rise to a Material Adverse Effect;
- (viii) any royalty or net profits interest payable to the Government of the Dominican Republic;
- (ix) pre-emptive Encumbrances placed on bank accounts of the Owner without the consent of a Barrick Group Entity provided that such Encumbrances have been contested in good faith through appropriate proceedings;
- (x) any other Encumbrances listed in the definition of “Permitted Lien” in the Common Terms Agreement and not otherwise listed above; and
- (xi) Encumbrances created with the Purchaser’s prior written consent;

“ **person** ” includes individuals, corporations, bodies corporate, limited or general partnerships, joint stock companies, limited liability corporations, joint ventures, associations, companies, trusts, banks, trust companies, Governmental Authorities or any other type of organization, whether or not a legal entity;

“ **Power of Attorney** ” has the meaning set out in Section 3.3(g);

“ **Production Participation Interest** ” means (a) an interest created by an agreement to purchase and sell gold or silver from, or measured based on, gold or silver mined from, produced, extracted or otherwise recovered from the Fiscal Reserve, as applicable, or (b) a royalty interest or any similar interest, actual or synthetic, in production payable on, or measured based on, gold or silver mined from, produced, extracted or otherwise recovered from the Fiscal Reserve;

“ **Project** ” means (a) the Fiscal Reserve, (b) the Mineral Rights, (c) the Facilities, and (d) the Surface Rights related to any of the foregoing;

“ **Project Financing** ” means the credit facilities entered into by the Owner and Project Holdco in connection with the Project and listed in Schedule A, as amended, restated, supplemented, modified or superseded from time to time;

“ **Project Financing Permitted Indebtedness** ” means Indebtedness permitted to be incurred by the Owner and/or Project Holdco under the Project Financing, but excluding (i) any such Indebtedness that would require lender consent, and (ii) any changes to Indebtedness permitted to be incurred by the Owner and/or Project Holdco resulting from any amendments, restatements, supplements, modifications, waivers or superseding terms to the terms of the Project Financing in effect as of the date hereof;

“ **Project Holdco** ” means Dominicana Holdings Inc., a company existing under the laws of Barbados;

“ **Purchaser Event of Default** ” has the meaning set out in Section 11.3;

“ **Purchaser Fundamental Representations** ” means the representations and warranties of the Purchaser set forth in Sections (a) through (i) and (k) of Schedule F;

“ **Purchaser Indemnified Parties** ” has the meaning set out in Section 8.2;

“ **Purchaser Interest** ” has the meaning set out in Section 7.1(b);

“ **Purchaser Parent** ” means Royal Gold, Inc.;

“ **Purchaser ROFR Offer** ” has the meaning set out in Section 7.1(b);

“ **Purchaser Undiscounted Economic Interest** ” means, at any relevant time, the value of the Purchaser’s undiscounted economic interest in this Agreement calculated as all projected Net Delivered Ounce Obligations over the then current Mine Plan for the Project (provided such Mine Plan has been provided to the Purchaser in accordance with the reporting requirements agreed by the Parties pursuant to Section 5.1) plus, without duplication, the value of Defaulted Ounces, Deferred Silver Ounces and Accrued Ounces at such time;

“ **Quarterly Delivery Date** ” means each of the following dates: (i) March 15, (ii) June 15, (iii) September 15 and (iv) December 15, or if any such day is not a Business Day, then the first Business Day thereafter;

“ **Quarterly Measurement Period** ” means each of the following periods: (i) the period beginning on December 1 and ending on February 28 (or February 29 in the case of any leap year), inclusive, (ii) the period beginning on March 1 and ending on May 31, inclusive, (iii) the period beginning on June 1 and ending on August 31, inclusive and (iv) the period beginning on September 1 and ending on November 30, inclusive, provided that the initial Quarterly Measurement Period shall commence on July 1, 2015 and end on the earliest to occur after the Closing Date of August 31, November 30, February 28 (or 29 if the relevant year is a leap year), or May 31, as applicable;

“ **Receiving Party** ” has the meaning set out in Section 6.12(a);

“ **Reference Gold** ” means 60% of the number of gold ounces contained in any Lot of concentrate, doré or any other metal bearing material produced from the Project

(including gold derived from any processing or reprocessing of tailings, waste rock or other waste products originally derived from the Project) multiplied by (a) 97%, in the case of any Lot of copper concentrates (only to the extent payable metal comprising gold is contained in such concentrate), or (b) 99.9%, in the case of any Lot of gold doré and any other product;

“ **Reference Silver** ” means 60% of the number of silver ounces contained in any Lot of concentrate, doré or any other metal bearing material produced from the Project (including silver derived from any processing or reprocessing of tailings, waste rock or other waste products originally derived from the Project) multiplied by (a) 97%, in the case of any Lot of copper concentrates (only to the extent payable metal comprising silver is contained in such concentrate), or (b) 99%, in the case of any Lot of silver doré and any other product;

“ **Refined Gold** ” means marketable gold bearing material in the form of physical gold bars that is refined to a minimum 995 parts per 1,000 fine gold and otherwise meets LBMA Good Delivery Rules;

“ **Refined Silver** ” means marketable silver bearing material in the form of physical silver bars that is refined to a minimum 999 parts per 1,000 fine silver and otherwise meets LBMA Good Delivery Rules;

“ **Reorganization** ” means the corporate reorganization to be effected on or before the Closing Date as a result of which: (a) the only assets of the Seller shall be the Barrick PV Interest and assets related thereto; and (b) the only liabilities of the Seller shall be (i) Indebtedness that is directly related to the Project or that was incurred in order to acquire Indebtedness of the Owner or Project Holdco related to the Project, in each case owed to certain Barrick Group Entities (including, for greater certainty, to facilitate Distributions by the Seller) and (ii) Indebtedness to the Parent Company that was incurred in satisfaction of certain accrued cumulative dividends owing immediately prior to the effective time of such corporate reorganization on preference shares of the Seller held by the Parent Company;

“ **Reserves** ” means proven and probable reserves as defined and incorporated under NI 43-101;

“ **Resources** ” means indicated, inferred and measured resources as defined and incorporated under NI 43-101;

“ **Restricted Payment Date** ” means the first day of the 30 day period under the Project Financing documents during which payments may be made by the Owner to Project Holdco;

“ **Restricted Person** ” means any person with which any Party or its Affiliates is prohibited from doing business under any trade restriction, embargo or other Applicable Laws;

“ **SEDAR** ” means the System for Electronic Disclosure Analysis and Retrieval of the Canadian Securities Administrators;

“ **Seller Event of Default** ” has the meaning set out in Section 11.1;

“ **Seller Fundamental Representations** ” means the representations and warranties of Seller set forth in Sections (a) through (e), (i), (j) and (m) through (o) of Schedule D;

“ **Seller Group Entities** ” means the Seller, the Owner and Project Holdco, and any other subsidiary of the Seller (now or hereafter incorporated) that acquires a direct or indirect interest in all or any part of the Project;

“ **Seller Indemnified Parties** ” has the meaning set out in Section 8.3;

“ **Seller ROFR Offer** ” has the meaning set out in Section 7.2(a);

“ **Seller Shareholder Loans** ” means any Shareholder Loans made by the Seller to Project Holdco or any other Seller Group Entity;

“ **Seller Undiscounted Economic Interest** ” means, at any relevant time, the value of the Seller’s undiscounted economic interest in the Project calculated as the sum of all Distributions forecast to be paid directly or indirectly to the Seller (prior to considering the obligations of the Seller to the Purchaser under this Agreement) all as calculated over the then current Mine Plan using the Average Metal Prices at such time (provided such Mine Plan has been provided to the Purchaser in accordance with the reporting requirements agreed by the Parties pursuant to Section 5.1);

“ **Shareholder Loans** ” means any loans provided by the Seller or an Affiliate of the Seller to the Owner or Project Holdco;

“ **Shareholders Agreement** ” means the second amended and restated shareholders’ agreement dated as of August 23, 2012 among the Seller, Project Holdco, the Parent Company, the Existing Partner, Goldcorp Aureus Inc. and the Owner, as the same may be further amended, restated, supplemented, modified or superseded from time to time;

“ **Silver Cash Price** ” means, on any date, the product of the Silver Reference Price as of the day that is two Business Days prior to such date multiplied by the Applicable Silver Price Percentage as of such date;

“ **Silver Holdback Amount** ” means, for each Quarterly Measurement Period in respect of which there are Deferred Silver Ounces outstanding, an amount equal to (A x B) where:

A = the total number of Deferred Silver Ounces in respect of the applicable Quarterly Measurement Period (including, for greater certainty, but without duplication, all Deferred Silver Ounces in respect of prior Quarterly Measurement Periods that continue to be outstanding); and

B = the Average Metal Price for silver on the Quarterly Delivery Date in respect of such Quarterly Measurement Period;

“ **Silver Purchase Price** ” has the meaning set out in Section 2.6;

“ **Silver Reference Price** ” means, for any date, the “LBMA Silver Price” as quoted in U.S. Dollars by the LBMA at 12:00 pm (London Time) on such date, provided that if, for any reason, the LBMA is no longer in operation or the price of silver is not confirmed, acknowledged or quoted by LBMA on such date, the Silver Reference Price shall be determined by reference to the price of silver on another commercial exchange mutually acceptable to the Seller and the Purchaser, acting reasonably;

“ **Silver Unit Offset** ” has the meaning set out in Section 2.6;

“ **Special Lease Agreement** ” means the Special Lease Agreement of Mining Rights (*Contrato Especial de Arrendamiento de Derechos Mineros*), dated March 25, 2002 among the Government of the Dominican Republic, the Central Bank of the Dominican Republic, Rosario Dominica, S.A. and the Owner, as amended by the amendments (*enmiendas*) to the Special Lease Agreement of Mining Rights, dated June 10, 2009 and September 5, 2013, in each of the foregoing cases as approved by Resolution of the National Congress of the Dominican Republic, and as the same may be further amended, restated, supplemented, modified or superseded from time to time;

“ **Step-Down Silver Ounces** ” means an aggregate of 50,000,000 ounces of Refined Silver;

“ **subsidiary** ” has the meaning given to that term in the *Business Corporations Act* (Ontario);

“ **Substitute Metals** ” has the meaning set out in Section 11.2(a)(iii);

“ **Surface Rights** ” means any rights of the Owner from time to time and at any time to use, enter and occupy the surface of real property (including the surface of any Mineral Right) for the exploration, development, exploitation, production, processing, reprocessing, refining, treatment, storage and disposal (including tailings and waste disposal) of Minerals, and the business of mining, including without limitation, any freehold right, leasehold right, usufruct, license, easement, right of way, or other form of surface tenure under the laws of the Dominican Republic, and any improvements or attachments deemed to be part of any such rights under the laws of the Dominican Republic, whether in any such case contractual, statutory or otherwise;

“ **Suspended Ounces** ” has the meaning set out in Section 11.4(b);

“ **Suspended Provisions** ” means provisions set forth in Article 2 and Section 5.2 (other than audit rights of information relevant to the determination of the occurrence of the applicable Purchaser Event of Default), Section 6.4, Section 6.5(d), Section 6.6(a), the first sentence of Section 6.6(b), Section 6.7(a), Section 6.7(b) (other than clause (i) of the second sentence therein), Sections 6.7(d)(i) and (ii), Section 6.7(e), Section 6.9(a),

Section 6.10 (in so far as it relates the Seller or any other Barrick Group Entity performing any of the other Suspended Provisions following the occurrence and during the pendency of a Purchaser Event of Default, Section 11.2 (in so far as it relates to the failure of the Seller or any other Barrick Group Entity to perform any of the other Suspended Provisions following the occurrence and during the pendency of a Purchaser Event of Default) and Article 13 (other than any disputes relating to the existence of the applicable Purchaser Event of Default and any other disputes pending at the time of suspension);

“ **Tax** ” or “ **Taxes** ” means all taxes, assessments and other governmental charges, duties, and impositions, including any interest, penalties, tax instalment payments or other additions that may become payable in respect thereof, imposed by any federal, provincial, state or local government, or any agency or political subdivision of any such government, which taxes shall include all income or profits taxes (including federal, provincial, and state income taxes), non-resident withholding taxes, sales and use taxes, goods and services taxes, harmonized sales taxes, branch profit taxes, ad valorem taxes, excise taxes, export or import taxes or duties, customs duties, mineral taxes, mining taxes, royalties, severance taxes, franchise taxes, gross receipts taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, land transfer taxes, capital taxes, extraordinary income taxes, surface area taxes, property taxes, asset transfer taxes, and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing;

“ **Technical Support Agreement** ” means the Technical Support Agreement, dated April 26, 2010 between the Parent Company and the Owner as amended, restated, supplemented, modified or superseded from time to time;

“ **Term** ” means the Initial Term and any subsequent term of this Agreement as determined in accordance with Section 4.1;

“ **Time of Delivery** ” has the meaning set out in Section 2.2(d);

“ **Transfer** ” means to sell, transfer, assign, convey, dispose or otherwise grant a right, title or interest, other than by expropriation or other transfer required or imposed by Applicable Laws or any Governmental Authority; and

“ **U.S. Dollars** ” has the meaning set out in Section 1.2(j).

1.2

Certain Rules of Interpretation

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires:

- (a) The terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof.

- (b) References to an “Article”, “Section” or “Schedule” followed by a number or letter refer to the specified Article or Section of or Schedule to this Agreement.
- (c) Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (e) The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) Unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.
- (g) A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, any reference to a statute or regulation includes the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (h) Time is of the essence in the performance of the Parties’ respective obligations under this Agreement.
- (i) In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Toronto time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (Toronto time) on the next Business Day.
- (j) Unless specified otherwise in this Agreement, all statements or references to dollar amounts in this Agreement are to the lawful currency of the United States of America (“**U.S. Dollars**”).
- (k) The following schedules are attached to and form part of this Agreement:
 - Schedule A - Project Financing
 - Schedule B - Fiscal Reserve — UTM Coordinates
 - Schedule C - Map of the Fiscal Reserve
 - Schedule D - Seller Representations and Warranties
 - Schedule E - Parent Company Representations and Warranties
 - Schedule F - Purchaser Representations and Warranties
 - Schedule G - Dispute Resolution
 - Schedule H - Form of Power of Attorney

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale of Refined Gold and Refined Silver

(a) Subject to and in accordance with the terms and conditions of this Agreement, during the Term, the Seller hereby agrees to sell and deliver to the Purchaser and the Purchaser hereby agrees to purchase from the Seller (i) an amount of Refined Gold equal to Payable Gold, free and clear of all Encumbrances, and (ii) an amount of Refined Silver equal to Payable Silver, free and clear of all Encumbrances. For greater certainty, Payable Gold and Payable Silver shall not be reduced for, and the Purchaser shall not be responsible for, any Offtaker Charges.

(b) The Seller's obligation to sell and deliver Refined Gold and Refined Silver under this Agreement shall be solely to sell and deliver Refined Gold and Refined Silver in an amount equal to the Payable Gold and Payable Silver. The Refined Gold and Refined Silver delivered pursuant to this Agreement need not come from the gold or silver physically produced at the Project, provided that any Refined Gold or Refined Silver has been refined by a refinery on the LBMA Good Delivery List.

(c) The Seller's obligation to sell and deliver Refined Silver in the amount of Payable Silver and Deferred Silver Ounces during any Quarterly Measurement Period shall be satisfied by reference to all Actual Reference Silver for such Quarterly Measurement Period, unless any Barrick Group Entity has entered into a further silver stream after compliance with Section 7.2 over any Actual Reference Silver in excess of Reference Silver, or has otherwise subsequently divested all or any portion of its direct or indirect interest in the Project in excess of the initial 60% Barrick PV Interest, in which event the Seller's obligation to sell and deliver Refined Silver in the amount equal to Payable Silver and Deferred Silver Ounces in respect of any Quarterly Measurement Period shall be satisfied by reference to all Reference Silver for such Quarterly Measurement Period. Notwithstanding the foregoing, any failure to deliver Deferred Silver Ounces in compliance with this Section 2.1(c) shall not constitute a Seller Event of Default, unless delivery of such Deferred Silver Ounces is not made by the Seller when required pursuant to Section 2.3(b).

2.2 Delivery Obligations

(a) Subject to Section 2.2(b), Section 2.2(e) and Section 2.3, on each Quarterly Delivery Date, the Seller shall sell and deliver to the Purchaser Refined Gold and Refined Silver equal to the Payable Gold and Payable Silver, respectively, in respect of which Offtaker Payments were received during the most recent Quarterly Measurement Period ended prior to such Quarterly Delivery Date. Notwithstanding the foregoing, the Seller may, in its sole discretion, make deliveries of Refined Gold and Refined Silver in respect of a Quarterly Measurement Period at any time and from time to time from and after the beginning of such Quarterly Measurement Period through the Quarterly Delivery Date relating thereto, provided that all Refined Gold and Refined Silver in respect of a Quarterly Measurement Period is delivered by the applicable Quarterly Delivery Date, subject to Section 2.2(b) and Section 2.2(e). The first Quarterly Measurement Period shall commence on July 1, 2015 and end on the earliest

to occur after the Closing Date of August 31, November 30, February 28 (or 29 if the relevant year is a leap year), or May 31, as applicable.

(b) In the event an Offtaker Payment which consists of a provisional payment that may be adjusted upon final settlement under the Offtake Agreement occurs during any Quarterly Measurement Period, and the final settlement does not occur until after the end of such Quarterly Measurement Period, then:

- (i) the Seller shall sell and deliver to the Purchaser on or before the immediately following Quarterly Delivery Date Refined Gold and Refined Silver equal to the Payable Gold and Payable Silver, respectively, in respect of the delivery of any Lot for which the Seller received a provisional Offtaker Payment, calculated based on the estimated Reference Gold and Reference Silver in such Lot as supported by the documentation provided pursuant to Section 2.4, multiplied by the applicable provisional payment percentage; and
- (ii) no later than the Quarterly Delivery Date following the date of final settlement of any delivery with the Offtaker, the Seller shall sell and deliver to the Purchaser Refined Gold and Refined Silver in an amount equal to the amount, if any, by which the Payable Gold and/or Payable Silver determined pursuant to the final settlement exceeds the amount of Payable Gold and Payable Silver previously delivered to the Purchaser in respect of such Lot pursuant to Section 2.2(b)(i), as supported by the documentation provided pursuant to Section 2.4; provided that if such difference is negative, the Purchaser shall refund to the Seller, by way of set-off by the Seller against its delivery obligations to the Purchaser on or in respect of such Quarterly Delivery Date, an amount of Refined Gold and/or Refined Silver equal to the amount of Refined Gold and/or Refined Silver that was delivered in excess to the Purchaser.

(c) ***[Redacted]***

(d) The Seller shall sell and deliver to the Purchaser all Refined Gold and Refined Silver to be sold and delivered under this Agreement to one or more metal account(s) with bank(s) located in London, England, Zurich, Switzerland, Singapore or Hong Kong as designated by the Purchaser in writing from time to time upon at least 30 days' prior written notice to the Seller (each, a "**Designated Jurisdiction**") or, subject to Section 2.2(f), such other location specified by the Purchaser on at least 30 days' prior written notice and consented to by the Seller, such consent not to be unreasonably withheld. Delivery of Refined Gold or Refined Silver to the Purchaser shall be deemed to have been made at the time Refined Gold or Refined Silver is delivered to the designated metal account(s) of the Purchaser (the "**Time of Delivery**" on the

* [Redacted] * indicates confidential information that has been omitted in reliance on Rule 24b-2 of the Securities Exchange Act of 1934. The confidential information has been submitted separately to the U.S. Securities and Exchange Commission.

“ **Date of Delivery** ”). Title and risk of loss shall pass from the Seller to the Purchaser at the Time of Delivery.

(e) Subject to the deferral provided for in respect of Payable Silver in Section 2.3, if applicable, if the Seller is in compliance with its covenants set forth in Sections 6.9(a) and 6.9(b) but there are not sufficient funds in the Collection Account to satisfy the Seller’s delivery obligations to the Purchaser hereunder, then such delivery obligations shall, to the extent of the shortfall, accrue but shall not be due. The Seller will, as soon as practicable (and in any event, within five Business Days) after receiving the funds necessary to satisfy any of its accrued but unpaid obligations under this Agreement, satisfy its obligations under this Agreement to the extent of any deficiency arising under this Section 2.2(e). For the avoidance of doubt, the failure to deliver Refined Gold and/or Refined Silver equal to Payable Gold and/or Payable Silver, respectively, in compliance with this Section 2.2(e) shall give rise to Accrued Ounces, but shall not give rise to Defaulted Ounces or constitute a Seller Event of Default.

(f) All costs and expenses pertaining to each delivery of Refined Gold and Refined Silver to the Purchaser shall be borne by the Seller so long as (i) the Purchaser’s metal account(s) is in a Designated Jurisdiction and (ii) the Purchaser has not requested a change in the method of delivery from the Original Method of Delivery. If the Purchaser specifies the delivery to a jurisdiction other than a Designated Jurisdiction or changes the Original Method of Delivery, then it will be responsible for any additional costs and expenses resulting from such alteration(s) to the established delivery practices at such time.

(g) The Seller hereby represents and warrants to, and covenants with, the Purchaser that, immediately prior to each Time of Delivery:

- (i) the Seller will be the sole legal and beneficial owner of the Refined Gold and Refined Silver delivered to the metal account(s) of the Purchaser;
- (ii) the Seller will have good, valid and marketable title to such Refined Gold and Refined Silver; and
- (iii) such Refined Gold and Refined Silver will be free and clear of all Encumbrances.

2.3 Fixed Silver Recovery

Until the Step-Down Silver Ounces have been delivered to the Purchaser, if Deferred Silver Ounces arise during any Quarterly Measurement Period, then:

- (a) The aggregate Silver Cash Price to be paid by the Purchaser for all ounces of Refined Silver actually delivered and sold to the Purchaser on the corresponding Quarterly Delivery Date (the “ **Aggregate Silver Cash Price** ”) will be offset by an amount equal to the lesser of:
 - (i) the Deferred Silver Amount, and
 - (ii) the product of (A) x (B) x (C) where:

- (A) equals the Applicable Silver Price Percentage minus 10%, in each case expressed as a decimal,
- (B) is the number of ounces of Refined Silver delivered to the Purchaser in respect of the Quarterly Measurement Period, and
- (C) is the Silver Reference Price on the date that is two Business Days prior to such Quarterly Delivery Date,

the lesser of (i) and (ii) shall be referred to herein as the “**Deferred Offset Amount**”. Notwithstanding any such offset in respect of the ounces of Refined Silver actually delivered in respect of such Quarterly Measurement Period, the reduction to the Advance Payment made for such Quarterly Delivery Date pursuant to Section 2.6 shall be calculated as if the Silver Cash Price had not been offset in accordance with this Section 2.3(a) and otherwise without consideration of this Section 2.3(a).

- (b) Subject to Section 2.2(e), the Seller shall deliver Deferred Silver Ounces to the Purchaser on each subsequent Quarterly Delivery Date in which and to the extent that Actual Reference Silver that exceeds Payable Silver is available, on a ‘first in first out’ basis, until all Deferred Silver Ounces have been delivered to the Purchaser. For greater certainty, the obligation to deliver Deferred Silver Ounces on any Quarterly Delivery Date shall be satisfied following delivery of Refined Silver in an amount equal to Payable Silver on such date.
- (c) On delivery of any Deferred Silver Ounces, the Purchaser shall pay the following for such Deferred Silver Ounces: (x) the Silver Purchase Price for the Quarterly Delivery Date in respect of which such Deferred Silver Ounces were actually delivered, plus (y) that portion of the Deferred Offset Amount applicable to such Deferred Silver Ounces delivered and sold on such Quarterly Delivery Date on a ‘first in first out’ basis.
- (d) At the sole discretion of the Seller, the obligation to sell and deliver Deferred Silver Ounces may be satisfied by the sale and delivery to the Purchaser of:
 - (i) equivalent ounces of Refined Silver obtained by the Seller in accordance with Section 2.1(b), which ounces of Refined Silver are in excess of (x) Actual Reference Silver minus (y) all ounces of Refined Silver delivered to the Purchaser under any other provision of this Agreement, and all such ounces of Refined Silver sold and delivered to the Purchaser shall be subtracted from the outstanding Deferred Silver Ounces. The Purchaser shall pay the Silver Purchase Price in connection with each ounce of Refined Silver delivered and sold to the Purchaser pursuant to this Section 2.3(d)(i). The Purchaser shall also pay the portion of the Deferred Silver Amount corresponding to the Deferred Silver Ounces delivered and sold pursuant to this Section 2.3(d)(i); or

- (ii) equivalent ounces of Refined Gold determined by multiplying (x) the Deferred Silver Ounces to be sold and delivered in Refined Gold pursuant to this Section 2.3(d)(ii) by (y) the Silver Reference Price on the date that is two Business Days prior to applicable Date of Delivery and dividing the product thereof by (z) the Gold Reference Price on the date that is two Business Days prior to the applicable Date of Delivery. The Purchaser shall pay the Gold Purchase Price in connection with each ounce of Refined Gold delivered and sold to the Purchaser pursuant to this Section 2.3(d)(ii). For the avoidance of doubt, any Refined Gold delivered and sold in lieu of Refined Silver in accordance with this Section 2.3(d)(ii) shall be counted towards the total ounces of Refined Silver delivered and sold for purposes of this Agreement and, on such basis, shall be subtracted from the outstanding Deferred Silver Ounces. The Purchaser shall pay the portion of the Deferred Silver Amount corresponding to the Deferred Silver Ounces delivered and sold pursuant to this Section 2.3(d)(ii).

Notwithstanding the right of the Seller to satisfy its obligations to deliver Deferred Silver Ounces pursuant to this Section 2.3(d), the Seller shall be under no obligation to deliver Deferred Silver Ounces (whether in the form of Refined Silver or Refined Gold) unless and until the Project has produced and the Seller has received Actual Reference Silver (net of Payable Silver) sufficient to satisfy the obligation to sell and deliver Deferred Silver Ounces.

2.4

Invoicing

- (a) The Seller shall notify the Purchaser in writing at least one Business Day before each delivery to the metal account(s) of the Purchaser:
 - (i) the number of ounces of Refined Gold and/or Refined Silver to be delivered, as the case may be; and
 - (ii) the expected Date of Delivery.
- (b) On the Date of Delivery, the Seller shall deliver to the Purchaser an invoice setting out:
 - (i) the number of ounces of Refined Gold and/or Refined Silver delivered to the metal account(s) of the Purchaser;
 - (ii) the Gold Purchase Price and/or the Silver Purchase Price for such Refined Gold and/or Refined Silver, as the case may be, including any adjustment in the Aggregate Silver Cash Price in respect of such Date of Delivery made pursuant to Section 2.3(a);
 - (iii) the number of Accrued Ounces, Deferred Silver Ounces and Defaulted Ounces, if any;

- (iv) the aggregate Deferred Silver Amount accrued on such Date of Delivery, if any;
- (v) any Deferred Silver Amount payable by the Purchaser in respect of such Date of Delivery; and
- (vi) the balance of the Advance Payment (if any) in accordance with the formulae set out in Section 2.5 and Section 2.6.

2.5 **Gold Purchase Price**

The Purchaser shall pay to the Seller a purchase price for each ounce of Refined Gold sold and delivered by the Seller to the Purchaser under this Agreement (the “**Gold Purchase Price**”) as follows:

- (a) prior to the Advance Payment Reduction Date, the Gold Purchase Price shall equal the Gold Reference Price on the date that is two Business Days prior to the Date of Delivery of ounces of gold and shall be payable as follows (i) the portion of the Gold Purchase Price that is equal to the Gold Cash Price shall be payable in cash in accordance with Section 2.7 and (ii) the portion of the Gold Purchase Price that exceeds the Gold Cash Price (the “**Gold Unit Offset**”) shall be payable by deduction from the Advance Payment until the uncredited balance of the Advance Payment has been credited and reduced to nil. The aggregate amount by which the Advance Payment will be reduced upon payment by the Purchaser for Refined Gold pursuant to Section 2.7 shall be equal to the product of (y) the Gold Unit Offset multiplied by (z) the number of ounces of Refined Gold in such delivery; and
- (b) from and after the Advance Payment Reduction Date, the Gold Purchase Price shall equal the Gold Cash Price and shall be payable in cash in accordance with Section 2.7.

2.6 **Silver Purchase Price**

Except as otherwise provided in Section 2.3(a), the Purchaser shall pay to the Seller a purchase price for each ounce of Refined Silver sold and delivered by the Seller to the Purchaser under this Agreement (the “**Silver Purchase Price**”) as follows:

- (a) prior to the Advance Payment Reduction Date, the Silver Purchase Price shall equal the Silver Reference Price on the date that is two Business Days prior to the Date of Delivery of ounces of silver and shall be payable as follows (i) the portion of the Silver Purchase Price that is equal to the Silver Cash Price shall be payable in cash in accordance with Section 2.7 and (ii) the portion of the Silver Purchase Price that exceeds the Silver Cash Price (the “**Silver Unit Offset**”) shall be payable by deduction from the Advance Payment until the uncredited balance of the Advance Payment has been credited and reduced to nil. The aggregate amount by which the Advance Payment will be reduced upon payment by the Purchaser for Refined Silver pursuant to Section 2.7 shall be equal to the product

of (y) the Silver Unit Offset multiplied by (z) the number of ounces of Refined Silver in such delivery; and

- (b) from and after the Advance Payment Reduction Date, the Silver Purchase Price shall equal the Silver Cash Price and shall be payable in cash in accordance with Section 2.7.

2.7 Payment

The Purchaser shall pay the Gold Purchase Price and/or the Silver Purchase Price for each ounce of Refined Gold and/or Refined Silver delivered pursuant to this Agreement promptly and in any event no later than five Business Days from the Date of Delivery of such Refined Gold and/or Refined Silver, as the case may be, to a bank account of the Seller designated in accordance with Section 12.1. Until the Advance Payment Reduction Date, the Seller shall record any applicable reduction of the Advance Payment effective as of the date of each corresponding payment of the Gold Cash Price and/or Silver Cash Price (as adjusted pursuant to Section 2.3(a)) by the Purchaser.

ARTICLE 3

ADVANCE PAYMENT AND CLOSING DELIVERABLES

3.1 Advance Payment

In consideration for the sale and delivery to the Purchaser under and pursuant to the terms of this Agreement of ounces of Refined Gold and Refined Silver equal to Payable Gold and Payable Silver from the Seller in an amount calculated for each Quarterly Measurement Period during the Term, the Purchaser shall pay to the Seller on the Closing Date an advance payment in cash against, and solely as a prepayment of, the Gold Purchase Price and the Silver Purchase Price, in the amount of \$610,000,000 (the “ **Advance Payment** ”) in accordance with the wire transfer instructions and bank account information provided by the Seller to the Purchaser at least three Business Days prior to the Closing Date. No interest shall be payable by the Seller on or with respect to the Advance Payment. Under no circumstances shall the Seller be required to return or refund any portion of the Advance Payment to the Purchaser.

3.2 Use of the Advance Payment

The Seller may use the proceeds of the Advance Payment for general corporate purposes (including the repayment of the debt of any Barrick Group Entity).

3.3 Conditions Precedent to the Payment of the Advance Payment

The Purchaser shall pay the Advance Payment to the Seller on the Closing Date after the satisfaction and fulfilment of each of the following conditions on or prior to the Closing Date (other than any conditions which have been waived in writing by the Purchaser on or before the Closing Date):

- (a) delivery by the Seller to the Purchaser of a certificate of status, good standing or compliance (or equivalent), for each Seller Group Entity, each issued by the

relevant Governmental Authority dated no earlier than three Business Days prior to the Closing Date;

- (b) delivery by the Parent Company to the Purchaser of a certificate of status, good standing or compliance (or equivalent) for the Parent Company issued by the relevant Governmental Authority dated no earlier than three Business Days prior to the Closing Date;
- (c) delivery by each of the Seller and the Parent Company to the Purchaser of a certificate of a senior officer as to such Party's constating documents; the resolutions of the board of directors or other comparable authority, as applicable, authorizing the execution, delivery and performance by such Party of this Agreement and the transactions contemplated hereby; the names, positions and true signatures of the persons authorized to sign this Agreement on behalf of such Party; that the representations and warranties made by such Party under this Agreement are true and correct in all material respects on the Closing Date (other than the Seller Fundamental Representations, the Parent Company Fundamental Representations and any other representations and warranties made by such Party that are qualified by "materiality" or "Material Adverse Effect", which representations are true and correct in all respects on the Closing Date) and such other matters pertaining to the transactions contemplated hereby as the Purchaser may reasonably require;
- (d) the Reorganization has been completed in accordance with the step plan attached to the Disclosure Letter, and delivery by the Parent Company to the Purchaser of a certificate certifying thereto;
- (e) delivery by the Seller and the Parent Company to the Purchaser of favourable opinions, in form and substance satisfactory to the Purchaser, acting reasonably, from external Cayman Islands and Canadian legal counsel, as applicable, to each of the Seller and the Parent Company as to: (i) its legal status; (ii) its power and capacity to execute, deliver and perform this Agreement; and (iii) the due execution and delivery of this Agreement and the enforceability of this Agreement against it;
- (f) delivery by the Seller and the Parent Company to the Purchaser of a certified copy of the passport of each individual who executes this Agreement on behalf of the Seller and the Parent Company;
- (g) delivery of a power of attorney and notice to account bank (collectively, the "**Power of Attorney**"), each executed by the Seller and, where applicable acknowledged and confirmed by the account bank at which the Collection Account is maintained (the "**Account Bank**"), in substantially the forms attached hereto as Schedule H, with such changes as may be required by such Account Bank in order to have such Account Bank acknowledge and recognize such power of attorney. In furtherance of the foregoing, the Purchaser and the Seller hereby agree to work together, in good faith and in a commercially reasonable manner,

with such Account Bank on an expeditious basis to accommodate any requirements that such Account Bank may have with a view to settling final forms of such documents for execution and delivery, provided that both the Purchaser and Seller agree that such changes may not alter the scope of, or the Purchaser's effective right to exercise, the remedies of the Purchaser set out in Section 11.2(a); and

- (h) delivery by the Seller to the Purchaser of a statement as to the cash balance of the Collection Account as of the Closing Date.

3.4 Conditions Precedent in Favour of the Seller

The Seller shall not be required to perform its obligations under Sections 2.1(a), 2.2 or 2.3 or Article 5 until after the satisfaction by the Purchaser (or, in respect of Section 3.4(d) only, by the Parent Company and the Seller) of each of the following conditions on or prior to the Closing Date (other than any conditions which have been waived in writing by the Seller or the Parent Company on or before the Closing Date):

- (a) delivery by the Purchaser to the Seller and the Parent Company of a certificate of status, good standing or compliance (or equivalent) of the Purchaser issued by the relevant Governmental Authority dated no earlier than three Business Days prior to the Closing Date;
- (b) delivery by the Purchaser to the Seller and the Parent Company of a certificate of a senior officer of the Purchaser as to its constituting documents; the resolutions of the board of directors authorizing the execution, delivery and performance by the Purchaser of this Agreement and the transactions contemplated hereby; the names, positions and true signatures of the persons authorized to sign this Agreement on behalf of the Purchaser; that the representations and warranties made by the Purchaser under this Agreement are true and correct in all material respects on the Closing Date (other than the Purchaser Fundamental Representations and any other representations and warranties made by the Purchaser that are qualified by "materiality" or "material adverse effect", which representations are true and correct in all respects on the Closing Date); and such other matters pertaining to the transactions contemplated hereby as the Seller may reasonably require;
- (c) delivery by the Purchaser to the Seller and the Parent Company of favourable opinions, in form and substance satisfactory to the Seller, acting reasonably, from external Canadian and Swiss legal counsel to the Purchaser, as to: (i) its legal status; (ii) its power and capacity to execute, deliver and perform this Agreement; and (iii) the due execution and delivery of this Agreement and the enforceability of this Agreement against it;
- (d) the Reorganization has been completed in accordance with the step plan attached to the Disclosure Letter;

- (e) the notice to Account Bank contained in the Power of Attorney, duly executed by an authorized officer of the Purchaser; and
- (f) delivery by the Purchaser to the Seller of the Advance Payment, delivered pursuant to Section 3.1, via wire transfer of immediately available funds.

3.5 Satisfaction of Conditions Precedent

(a) Each Party shall use all reasonable best efforts and take all reasonable action as may be necessary or advisable to satisfy and fulfil all the conditions set forth in Section 3.3 and Section 3.4, as applicable, as promptly as reasonably practicable. The Parties shall co-operate in exchanging such information and providing such assistance as may be reasonably required in connection with the foregoing.

(b) If the conditions set forth in Section 3.3 have not been satisfied on or before the date that is 90 days after the date hereof, or such longer period as may be agreed by the Parties in writing, then the Purchaser shall have the right to terminate this Agreement upon ten days' prior written notice to the Seller and the Parent Company without any liability; provided that each Party shall continue to be liable for any breach of this Agreement that occurred prior to such termination. Each of the conditions set forth in Section 3.3 is for the exclusive benefit of the Purchaser and may only be waived by the Purchaser in its sole discretion.

(c) If the conditions set forth in Section 3.4 have not been satisfied on or before the date that is 90 days after the date hereof, or such longer period as may be agreed by the Parties in writing, then the Seller and the Parent Company shall have the right to terminate this Agreement upon ten days' prior written notice to the Purchaser without any liability; provided that each Party shall continue to be liable for any breach of this Agreement that occurred prior to such termination. Each of the conditions set forth in Section 3.4 is for the exclusive benefit of the Seller and the Parent Company and may only be waived by them in their sole discretion.

ARTICLE 4 TERM

4.1 Term

The term of this Agreement shall commence on the date hereof and, subject to Section 3.5(b) (*Satisfaction of Conditions in Favour of the Purchaser*), Section 3.5(c) (*Satisfaction of Conditions in Favour of the Seller*), Section 11.2 (*Purchaser Remedies*) and Section 11.4 (*Seller Remedies*), shall continue until the date that is 40 years after the date of this Agreement (the “ **Initial Term** ”). The Purchaser may terminate this Agreement at the end of the Initial Term by providing the Seller and the Parent Company, not less than 30 days prior to the expiry of the Initial Term, with written notice of its intention to terminate. If the Purchaser has not provided such notice prior to the expiry of the Initial Term, then this Agreement shall continue in full force and effect for successive ten year periods unless and until the Purchaser provides written notice to the Seller and the Parent Company terminating this Agreement not less than 30 days prior to the expiry of the then current term; provided that if there has been no active exploration, development, mining or processing operations at the Project (including, for greater certainty, where such inactivity is the result of an Act of Expropriation) during the entirety of

any subsequent term, this Agreement shall automatically terminate at the end of the then applicable term. In the event of termination of this Agreement by the Seller in accordance with the terms of this Agreement for any reason, the Parties agree that the Power of Attorney shall be wholly and automatically terminated and released concurrently with the termination of this Agreement and the Purchaser shall forthwith notify the Account Bank of the revocation and termination of such Power of Attorney. In the event of termination of this Agreement by the Purchaser, the Purchaser agrees that the Power of Attorney shall be wholly and automatically terminated and released upon satisfaction in full of all obligations of the Seller to the Purchaser to which the Power of Attorney relates and the Purchaser shall forthwith thereafter notify the Account Bank of the revocation and termination of such Power of Attorney.

ARTICLE 5

REPORTING; BOOKS AND RECORDS

5.1 Reporting

During the Term, the Seller shall deliver to the Purchaser such information and reports as may be agreed in writing by the Seller and the Purchaser from time to time.

5.2 Books and Records; Audits

The Seller shall cause the Owner and Project Holdco to keep true, complete and accurate Books and Records, as required by Applicable Laws and/or applicable accounting requirements and accepted practices in the international mining industry. The Seller shall cause the Owner and Project Holdco to permit the Purchaser and its authorized representatives and agents to perform audits or other reviews and examinations of their Books and Records from time to time, solely for the purpose of confirming compliance with the terms of this Agreement, including the determination of Payable Gold and Payable Silver at mutually agreeable times during regular business hours, at the Purchaser's sole risk and expense and upon 15 Business Days' notice, provided that the Purchaser and its authorized representatives or agents will not exercise such rights more often than once in any calendar year absent the ongoing existence of a Seller Event of Default or absent a deficiency identified during such audit or review. The Purchaser shall diligently complete any audit or other examination permitted hereunder. Any disputes arising out of the Purchaser's audit rights in this Section 5.2 shall be resolved in accordance with Section 13.2. For greater certainty, the Books and Records and all information derived therefrom shall be subject to Section 6.12.

5.3 Inspections

(a) Upon no less than ten Business Days' notice to the Seller, and subject at all times to the workplace rules and supervision of the Owner, and provided any rights of access do not interfere with any exploration, development, mining or processing work conducted at the Project, the Seller shall grant, or cause to be granted, to the Purchaser and its representatives and agents, at mutually agreeable times during normal business hours and at the Purchaser's sole risk and expense, the right to access the Project to monitor the Seller's compliance with the terms and conditions of this Agreement, to receive information reasonably required to assist the Purchaser's general understanding of the operations of the Project and to prepare on behalf of the Purchaser

or any of its Affiliates any technical report in accordance with NI 43-101 and as otherwise required by Applicable Laws. The Purchaser shall be responsible for injuries to, or damages suffered by, the Purchaser and its representatives or agents while visiting the Project unless such injuries and damages are caused by the negligence or wilful misconduct of a Seller Group Entity or its Affiliates or representatives.

(b) The Purchaser agrees to comply, and to cause each of its Affiliates and representatives to comply, with applicable federal, state, municipal and local safety laws and regulations and the rules and requirements of the Parent Company's safety and health program (provided that the Seller provides advance notice to the Purchaser of such rules and requirements), during the course of any such inspection conducted in accordance with Section 5.3(a).

(c) For the avoidance of doubt, any information obtained by the Purchaser or its representatives pursuant to this Section 5.3 shall be subject to the confidentiality obligations contained in Section 6.12.

ARTICLE 6

COVENANTS

6.1 Conduct of Operations

(a) All decisions regarding the Project, including all decisions regarding the methods, extent, times, procedures and techniques of any: (i) exploration, development and mining related to the Project, including spending on Permitted Capital Projects; (ii) leaching, milling, processing or extraction; (iii) subject to Section 6.2, materials to be introduced on or to the Project; and (iv) except as expressly provided in this Agreement, sales of Minerals and terms thereof shall be made by the Owner, in its sole discretion, it being acknowledged by the Parties that such decisions will be made based on gold being the primary metal mined and silver being a by-product of the Project. Without limiting the generality of the foregoing, the Owner shall be permitted to amend the Mine Plan for the Project at any time and from time to time in its sole discretion, provided that it is acting in a commercially prudent manner and consistent with accepted mining practice. For the avoidance of doubt, subject to Section 6.1(c), nothing in this Agreement shall restrict or prevent the Owner from placing the Project on care and maintenance or from ceasing or suspending operations at any time and from time to time when the Owner determines that it is reasonable or fiscally prudent to do so.

(b) Notwithstanding Section 6.1(a), the Seller shall ensure at all times during the Term that the Owner carries out and performs all mining operations and activities at the Project in a commercially reasonable manner, and in material compliance with the Shareholders Agreement, the Special Lease Agreement, the Project Financing, any Project Financing Permitted Indebtedness, any Additional Permitted Indebtedness and Applicable Laws (including, for greater certainty, all applicable environmental laws), permits and orders of any Governmental Authority applicable to it, licences and agreements, and in a manner that is consistent with sound exploration, mining, processing, engineering and environmental practices accepted in the international mining industry, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

(c) Notwithstanding Section 6.1(a), no Seller Group Entity shall consider the economic effect of this Agreement (i) in any Resource or Reserve determination, mine design, mine planning or mine development, (ii) in any studies, analyses or decision regarding the nature or location of the ore to be mined on, the sequence of mining operations on or any related financing of, the Project or (iii) in any determination to operate, modify, suspend or terminate the Project's silver recovery circuit.

(d) Subject to Section 12.2 and Applicable Laws, the Seller shall at all times during the Term pay, and cause the Owner to pay, its Taxes, including all fees or other amounts required to maintain the Project, before the same shall become delinquent or in default, except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, or (ii) the failure to make payment pending such contest would not reasonably be expected to result in a Material Adverse Effect.

(e) Without limiting the generality of Section 6.1(a), the Seller shall ensure that Project Holdco does not stockpile Reference Gold or Reference Silver, and the Owner does not, unless required by Applicable Laws, stockpile doré or retain cash or Refined Gold and/or Refined Silver in the Dominican Republic, in either case in amounts above those which would be ordinary course business practice.

(f) Subject to the final sentence of Section 6.1(a), the Seller shall ensure that the Owner keeps in good standing all permits, and orders of any Governmental Authority applicable to it, licences, approvals and mineral tenure that are material to operation of the Project, the absence of which would reasonably be expected to result in a Material Adverse Effect.

6.2 Commingling; No Toll Processing

The Seller shall ensure at all times during the Term that the Owner does not process Other Minerals in priority to, or commingle Other Minerals with, Minerals from the Project, unless (i) the Owner has adopted and employs reasonable practices and procedures for weighing, determining moisture content, sampling and assaying and determining recovery factors for Minerals and Other Minerals, and keeps appropriate records in this regard, and (ii) the Seller agrees in writing to either mitigate or make deliveries to the Purchaser sufficient to compensate the Purchaser for any impact which the Purchaser can demonstrate was suffered or incurred by the Purchaser due solely to processing delays or reduced recoveries caused by such Other Minerals being processed in priority to, or commingled with, the Minerals. The Seller shall ensure at all times during the Term that no Seller Group Entity shall (i) sell unprocessed whole ore from the Fiscal Reserve or (ii) enter into any agreement with any other person to toll process whole ores from the Fiscal Reserve at facilities owned by third parties on behalf of any Seller Group Entity, in each case without the prior written consent of the Purchaser, which consent may not be unreasonably withheld, conditioned or delayed.

6.3 Preservation of Corporate Existence

Subject to Section 6.8, (a) the Seller shall do and cause to be done all things necessary or advisable to maintain its corporate existence and (b) the Seller shall at all times

during the Term ensure that the Owner and Project Holdco do all things necessary or advisable to maintain their corporate existence.

6.4 Offtake Agreements

(a) The Seller shall cause all terms and conditions relating to gold or silver, to the extent affecting the Purchaser's rights, entitlements or benefits to Refined Gold or Refined Silver, of any Offtake Agreements entered by a Seller Group Entity to be on commercially reasonable arm's length terms and conditions for concentrates or doré similar in make-up and quality to those derived from the Project; provided that this Section 6.4(a) shall not restrict or limit the ability of the Seller Group Entities to enter into Offtake Agreements for Minerals other than gold or silver. The Seller shall provide a copy of any Offtake Agreement to the Purchaser upon request from time to time, unless the Seller is restricted from doing so pursuant to the terms of such Offtake Agreement.

(b) The Seller shall take commercially reasonable steps to enforce, and shall cause each Seller Group Entity that is a party to an Offtake Agreement to take reasonable steps to enforce its rights and remedies under such Offtake Agreements with respect to any breaches of the terms or conditions thereof relating to the timing and amount of any Offtaker Payment to be made thereunder for Reference Gold or Reference Silver. The Seller shall notify the Purchaser in writing when any dispute arising out of or in connection with any such Offtake Agreement is commenced and shall provide the Purchaser with timely updates of the status of any such dispute and the final decision and award of the court or arbitration panel with respect to such dispute, as the case may be.

6.5 Insurance

(a) The Seller shall cause the Owner to maintain with reputable insurance companies, insurance with respect to the Project and the operations conducted on and in respect of the Project against such casualties and contingencies and of such types and in such amounts as is customary in the international mining industry in the case of similar operations.

(b) The Seller shall cause the Owner and/or Project Holdco to ensure that each shipment of Reference Gold or Reference Silver from the Project is adequately insured in such amounts and with such coverage as is customary in the mining industry, until the time that risk of loss and damage for such gold or silver is transferred to the Offtaker.

(c) The Parent Company and the Seller, acting reasonably, shall not at any time do or omit to do anything, or cause anything to be done or omitted to be done, whereby any insurance required to be effected hereunder would, or would be likely to, be rendered void or voidable or suspended, impaired or defeated in whole or in part.

(d) Where a Seller Group Entity receives payment under any insurance policy in respect of a Lot of Reference Gold or Reference Silver that is lost or damaged before the risk of loss or damage is transferred to the Offtaker, (x) such payment shall be allocated between the Seller and the Purchaser in proportion to their respective interests, as determined below, and (y) the portion of the payment allocated to the Purchaser shall be used to purchase Refined Gold and/or Refined Silver for sale and delivery to the Purchaser in the following manner:

- (i) the proceeds shall be allocated between gold and silver (and the Purchaser's interest therein shall be) in proportion to the relative value of the Payable Gold and Payable Silver (as proportions of the Reference Gold and Reference Silver) that was subject to loss or damage, based on the Gold Reference Price and Silver Reference Price on the Business Day immediately preceding the date on which the proceeds were received by a Seller Group Entity;
- (ii) the amount of Refined Gold deliverable to the Purchaser shall be determined by dividing the portion of the proceeds allocated to the purchase of gold in accordance with Section 6.5(d)(i) by the Gold Reference Price on the date that the proceeds were received by a Seller Group Entity;
- (iii) the amount of Refined Silver deliverable to the Purchaser shall be determined by dividing the portion of the proceeds allocated to the purchase of silver in accordance with Section 6.5(d)(i) by the Silver Reference Price on the date that the proceeds were received by a Seller Group Entity; and
- (iv) the Refined Gold and/or Refined Silver determined in accordance with Sections 6.5(d)(ii) and 6.5(d)(iii) shall, subject to Section 2.2(e), be deliverable for sale to the Purchaser on the Quarterly Delivery Date following the Quarterly Measurement Period during which such insurance payment was received by a Seller Group Entity and the Purchaser shall pay the Gold Purchase Price and/or the Silver Purchase Price, as applicable, within five Business Days of such delivery.

Ounces of Refined Gold and Refined Silver deliverable to the Purchaser pursuant to this Section 6.5(d) shall constitute Payable Gold or Payable Silver, as applicable, for all purposes of this Agreement.

6.6 Segregated Collection Account

(a) During the Term, the Seller shall establish and maintain a segregated account located in London, England with a financial institution of international standing including Citibank, JP Morgan, The Toronto-Dominion Bank or Bank of America, or such other financial institution as may be agreed by the Purchaser, acting reasonably (the "**Collection Account**") into which will be deposited:

- (i) all amounts receivable by the Seller in respect of (A) Distributions from Project Holdco or the Owner; (B) payments made in connection with an Act of Expropriation; (C) compensation paid *[Redacted]* as proceeds of

* [Redacted] * indicates confidential information that has been omitted in reliance on Rule 24b-2 of the Securities Exchange Act of 1934. The confidential information has been submitted separately to the U.S. Securities and Exchange Commission.

insurance pursuant to Section 6.5; and (D) any proceeds from a liquidation of the Owner, the Project or Project Holdco; and

- (ii) within one Business Day after the Closing Date, such portion of the Advance Payment as is required (in addition to the balance, if any, in the Collection Account prior to such funding) to be deposited by the Seller in the Collection Account such that the Collection Account contains the amount estimated by the Seller as of the Closing Date to be required to purchase 100% of the Refined Gold and Refined Silver equal to Payable Gold and Payable Silver, respectively, projected to be required to be sold and delivered to the Purchaser on the first Quarterly Delivery Date following the Closing Date (the “**Closing Minimum Cash Amount**”). The gold and silver prices to be used in connection with the determination of the Closing Minimum Cash Amount shall be the Average Metal Prices for the most recent fiscal quarter of the Parent Company ending prior to the Closing Date. For greater certainty, the Closing Minimum Cash Amount shall not be used for any purpose other than funding the obligations of the Seller under this Agreement.

(b) At any time following the occurrence and during the pendency of a Seller Event of Default, the Purchaser shall have sole control over the Collection Account pursuant to the Power of Attorney and may, subject to Section 11.2(a)(iii), use the funds in the Collection Account for the sole purpose of purchasing Refined Gold and Refined Silver in such amounts and in such manner as satisfies the Seller’s then current obligations under this Agreement. As between the Purchaser and the Seller, nothing in the Power of Attorney or the notice to Account Bank contained in the Power of Attorney and delivered in connection therewith shall expand the rights of the Purchaser with respect to the Collection Account, and the proceeds contained therein, beyond what is permitted under this Section 6.6(b). In the event of any inconsistency between the Power of Attorney and the notice to Account Bank contained in the Power of Attorney, on the one hand, and this Agreement, on the other hand, the terms of this Agreement shall be paramount and shall govern the rights and remedies of the Parties in all circumstances.

(c) Notwithstanding the foregoing, the Seller may, at its discretion, establish and maintain a metals account(s), which account(s) shall also constitute an additional Collection Account for all purposes of this Agreement, into which the Seller may receive deliveries of Refined Gold and Refined Silver from Project Holdco in accordance with Section 6.6(a). Any metals account of the Seller opened pursuant to this Section 6.6(c) shall be subject to all of the restrictions on Distributions therefrom set out in Section 6.7 and shall be treated, for all purposes of this Agreement (including, for greater certainty, in determining whether the Seller has satisfied its obligations under Section 6.7(a) or 6.7(b), as applicable), as part of the cash Collection Account established pursuant to Section 6.6(a). The Seller may, at its option, use Refined Gold and Refined Silver contained in any account opened pursuant to this Section 6.6(c) to satisfy all or any part of its obligations to the Purchaser under this Agreement from time to time.

(d) In the event that either (i) the Account Bank no longer wishes to maintain the Collection Account or advises either the Seller or the Purchaser of its unwillingness to continue

to recognize or abide by the Power of Attorney or (ii) the Seller advises the Purchaser that it no longer wishes to maintain the Collection Account at the Account Bank, the Seller and the Purchaser shall work together, in good faith, to select a new bank in London, England acceptable to both parties, acting in a commercially reasonable manner, and to work with such bank on an expeditious basis to accommodate any requirements that such account bank may have with a view to settling final forms of such documents for execution and delivery; provided that both the Purchaser and the Seller agree that such changes may not alter the scope of, or the Purchaser's effective right to exercise, the remedies of the Purchaser set out in Section 11.2(a) and in such case, the Seller shall execute and deliver to the Purchaser promptly upon settlement of the form thereof a new Power of Attorney in connection with the new Collection Account, after which such new account bank shall be deemed to be the Account Bank for all purposes of this Agreement; provided, further that Seller shall use its reasonable best efforts to cause such new Power of Attorney to be executed and delivered, and acknowledged and confirmed by the new Account Bank, and such new Collection Account to be established no later than 15 Business Days following the ineffectiveness of the then existing Power of Attorney or closing of the then existing Collection Account.

(e) Notwithstanding the terms of the Power of Attorney, the Purchaser hereby agrees that it will not exercise any rights under the Power of Attorney or give any notice to the Account Bank in connection therewith except following the occurrence of and during the pendency of a Seller Event of Default and then for the sole purpose of withdrawing funds from the Collection Account to purchase the Substitute Metals in accordance with the terms and conditions of Section 11.2(a)(iii) and for no other purpose. The Purchaser shall provide the Account Bank with notice forthwith following the time at which a Seller Event of Default is no longer continuing to the effect that the Account Bank may once again take instructions from the Seller with respect to the Collection Account. In addition, (i) the Purchaser hereby acknowledges that the Seller will suffer irreparable harm from any exercise of such Power of Attorney not expressly permitted by this Agreement and shall be entitled to seek injunctive relief, whether under the laws of the Province of Ontario, the United Kingdom or otherwise to prevent such improper exercise and to exercise any other remedy or recourse available to the Seller at law or in equity in connection therewith and (ii) the Seller hereby acknowledges that the Purchaser will suffer irreparable harm from any actions or omissions of the Seller that prevent the full exercise by the Purchaser of the Power of Attorney as expressly permitted by this Agreement and the Purchaser shall be entitled to seek injunctive relief, whether under the laws of the Province of Ontario, the United Kingdom or otherwise to prevent such improper actions or omissions and to exercise any other remedy or recourse available to the Purchaser at law or in equity in connection therewith.

6.7 Restrictions on Distributions From Collection Account

- (a) Prior to the repayment and cancellation of the Project Financing, the Seller shall not make Distributions out of the Collection Account unless:
 - (i) following receipt of Distributions made at any time during the 30 day period following the August 15 Restricted Payment Date in each year during the Term, the Collection Account contains proceeds on the September 15 Quarterly Delivery Date estimated by the Seller (acting reasonably) to be required, after taking into account any proceeds then on

deposit in the Collection Account, to purchase and deliver sufficient quantities of Refined Gold and Refined Silver in respect of the Quarterly Measurement Periods ending on August 31 and November 30 in such year; and

- (ii) following receipt of Distributions made at any time during the 30 day period following the February 15 Restricted Payment Date in each year during the Term, the Collection Account contains proceeds on the March 15 Quarterly Delivery Date estimated by the Seller (acting reasonably) to be required, after taking into account any proceeds then on deposit in the Collection Account, to purchase and deliver sufficient quantities of Refined Gold and Refined Silver in respect of the Quarterly Measurement Periods ending on February 28 (or February 29 in the case of a leap year) and May 31 in such year.

(b) After the repayment and cancellation of the Project Financing, the Seller shall not make Distributions out of the Collection Account unless, after giving effect to such Distributions, the Collection Account contains proceeds estimated by the Seller (acting reasonably) to be required to satisfy projected deliveries of Refined Gold and Refined Silver on the immediately following Quarterly Delivery Date. Upon the incurrence of any Additional Permitted Indebtedness, for so long as such Additional Permitted Indebtedness remains outstanding, the (i) Seller shall ensure that the terms of any such Additional Permitted Indebtedness do not prohibit quarterly Distributions to the Seller and (ii) the Seller shall not make Distributions out of the Collection Account unless, after giving effect to such Distributions, the Collection Account contains proceeds estimated by the Seller (acting reasonably) to be required to satisfy projected deliveries of Refined Gold and Refined Silver to the Purchaser for both the immediately following Quarterly Delivery Date and the Quarterly Delivery Date subsequent thereto.

(c) The gold and silver prices to be used in connection with the determination of the proceeds estimated by the Seller to be required to satisfy projected deliveries of Refined Gold and Refined Silver for any Quarterly Measurement Period shall be the Average Metal Prices.

(d) Notwithstanding Section 6.7(a) and Section 6.7(b):

- (i) the Seller shall not make Distributions out of the Collection Account if and while there are Accrued Ounces;
- (ii) while there are Deferred Silver Ounces, the Seller shall maintain in the Collection Account the aggregate outstanding Silver Holdback Amount in addition to the amounts required to be held in the Collection Account pursuant to Section 6.7(a) and Section 6.7(b); and
- (iii) if there exist any Defaulted Ounces at the time of a Purchaser Event of Default described in Section 11.3(b), then, for so long as the Purchaser Event of Default is continuing, the Seller shall maintain in the Collection Account an amount of cash equal to the sum of (x) the product of (A) the

number of Defaulted Ounces of Refined Gold multiplied by (B) the Gold Reference Price on the date of such Purchaser Event of Default multiplied by (C) one minus the Applicable Gold Price Percentage (expressed as a decimal) plus (y) the product of (A) the number of Defaulted Ounces of Refined Silver multiplied by (B) the Silver Reference Price on the date of such Purchaser Event of Default multiplied by (C) one minus the Applicable Silver Price Percentage (expressed as a decimal).

(e) Proceeds in the Collection Account shall be applied in the following priority: (i) first, to deliver to the Purchaser Defaulted Ounces, (ii) second, to deliver to the Purchaser Accrued Ounces, (iii) third, as of any Quarterly Delivery Date, to deliver to the Purchaser ounces of Refined Gold and Refined Silver equal to Payable Gold and Payable Silver, respectively, due on such Quarterly Delivery Date, (iv) fourth, subject to Section 2.3, to deliver to the Purchaser Deferred Silver Ounces, and (v) fifth, subject to Section 6.7(a), Section 6.7(b) and Section 6.7(d), for Distributions. Notwithstanding anything else in this Section 6.7(e), the inability to deliver Deferred Silver Ounces pursuant to Section 2.3 shall not prevent Distributions from the Collection Account provided that, in addition to any amounts required to be in the Collection Account pursuant to Section 6.7(a) and Section 6.7(b), there shall also be in the Collection Account funds equal to the aggregate outstanding Silver Holdback Amount after giving effect to any such Distributions.

(f) For the avoidance of doubt, nothing herein requires, and the Seller does not covenant hereby, that the amount of funds in or credited to the Collection Account shall be sufficient to satisfy the Seller's delivery obligations hereunder to the Purchaser as and when due.

6.8 Transfers and Change of Control

- (a) The Seller shall not Transfer, in whole or in part, its rights or obligations under this Agreement without the consent of the Purchaser, except in connection with:
- (i) the direct or indirect sale by a Barrick Group Entity of its entire interest in the Project or a Change of Control of a Seller Group Entity in accordance with Section 6.8(b) or 6.8(c); provided however that, in each such case, the transferee (or the Affiliate of the transferee who is the assignee of this Agreement) is an Eligible Transferee and assumes in favour of the Purchaser all of the obligations of the Seller under this Agreement and grants in favour of the Purchaser a power of attorney that has been acknowledged and confirmed by the new account bank in substance substantially similar to the Power of Attorney and acknowledgement of the existing Account Bank pursuant to one or more agreements or documents in form and substance satisfactory to the Purchaser, acting reasonably; or
 - (ii) a Transfer to a Barrick Group Entity of all of the Seller's rights and obligations under this Agreement in whole, provided that immediately following such Transfer:

- (A) the transferee is a direct or indirect holder of the Barrick PV Interest and is not a Restricted Person in relation to the Purchaser;
- (B) the transferee is also the transferee of all of the outstanding Seller Shareholder Loans;
- (C) there is no increase in any Tax payable by the Purchaser as determined with reference to the Tax laws in effect or proposed at the time of such proposed Transfer;
- (D) the Parent Company continues to be bound by this Agreement following the Transfer; and
- (E) the transferee grants in favour of the Purchaser a power of attorney that has been acknowledged and confirmed by the new account bank in substance substantially similar to the Power of Attorney and acknowledgement of the existing Account Bank pursuant to one or more agreements or documents in substance satisfactory to the Purchaser, acting reasonably.

(b) Except for the sale of Minerals produced from the Project, the disposition of assets pursuant to an enforcement action by the Existing Lenders or the disposition of equipment that is obsolete or otherwise not material to the Project, the Parent Company shall not, and shall cause each of its subsidiaries not to: (X) Transfer any direct or indirect economic interest in the Owner or the Project, (Y) permit a Change of Control of a Seller Group Entity, or (Z) permit the Owner to sell material Project assets outside of the ordinary course of business, unless:

- (i) the Parent Company or the Seller shall have provided the Purchaser with at least 30 days prior written notice of the proposed Transfer, Change of Control or sale;
- (ii) the entire Barrick PV Interest in Project Holdco and the Owner, or all of the Project assets (other than leased personal property that is not material to the Project assets that, by the terms of the lease, may not be transferred), are Transferred to the same transferee;
- (iii) (X) the transferee is not a Restricted Person in relation to the Purchaser and (Y) if such transfer or sale results in such third party having a majority or operating control of the Project, such transferee has sufficient financial resources, and demonstrable mining, engineering, metallurgical, maintenance and other technical expertise consistent with the skills necessary to operate the Project in accordance with accepted practices in the international mining industry (any such transferee, an “**Eligible Transferee**”);
- (iv) the Eligible Transferee specifically acknowledges and assumes in favour of the Purchaser all of the obligations of the Parent Company and/or the Seller under this Agreement and if the existing Power of Attorney is no

longer effective, grant in favour of the Purchaser a power of attorney that has been acknowledged and confirmed by the new account bank in substance similar to the Power of Attorney and acknowledgement of the existing Account Bank pursuant to one or more agreements or documents in form and substance substantially satisfactory to the Purchaser, acting reasonably, and agrees to use reasonable best efforts to obtain the acknowledgement of the account bank with respect to such power of attorney;

- (v) there is no increase in any Tax payable by the Purchaser as determined with reference to the Tax laws in effect or proposed at the time of such proposed Transfer or Change of Control; provided that the Parties will co-operate in good faith so as to not adversely affect the Tax payable by another Party; and
- (vi) there is no Seller Event of Default (or an event which with notice or lapse of time or both would become a Seller Event of Default) that has occurred and is continuing.

(c) Nothing in this Section 6.8 shall prevent a Barrick Group Entity from:

- (i) effecting an internal transfer or reorganization of any Seller Group Entity or the Project (including by way of consolidation, amalgamation, merger, reorganization, reincorporation, dissolution, reconstitution or continuance), provided that in each case:
 - (A) the entire Barrick PV Interest continues to be held directly by the Parent Company or another Barrick Group Entity;
 - (B) at the time of any consolidation, amalgamation, merger, reorganization, reincorporation, dissolution, reconstitution or continuance of the Seller, the resulting, surviving or transferee entity assumes in favour of the Purchaser all the obligations of the Seller under this Agreement and if the existing Power of Attorney is no longer effective, grant in favour of the Purchaser a power of attorney in substance substantially similar to the Power of Attorney pursuant to one or more agreements in form and substance satisfactory to the Purchaser, acting reasonably, and agrees to use reasonable best efforts to obtain the acknowledgement of the account bank with respect to such power of attorney;
 - (C) the Seller (or any successor thereto) or the transferee is the Parent Company or a direct or indirect subsidiary of the Parent Company and is not a Restricted Person in relation to the Purchaser;
 - (D) the Seller (or any successor thereto) or the transferee, as applicable, continues to own all of the Seller Shareholder Loans; and

- (E) there is no increase in any Tax payable by the Purchaser as determined with reference to the Tax laws in effect or proposed at the time of such internal transfer; provided, however, that an internal reorganization that gives rise to increased Tax liability on the part of the Purchaser shall be permitted provided that the Seller agrees in writing to indemnify and save the Purchaser harmless from and against any such adverse Tax consequences suffered or incurred as a result of the internal transfer or reorganization; or
- (ii) Subject to Section 6.8(c)(iii), transferring all or any portion of its interest in the Project (either directly or indirectly) to the Existing Partner (or a subsidiary thereof) provided that:
 - (A) such interest shall be subject to this Agreement;
 - (B) the Existing Partner (or a subsidiary thereof) shall become a party to this Agreement and shall provide a power of attorney substantially in the form of the Power of Attorney, each on terms satisfactory to the Purchaser, acting reasonably;
 - (C) the Existing Partner (or subsidiary thereof, if applicable) is not a Restricted Person in relation to the Purchaser;
 - (D) there is no increase in any Tax payable by the Purchaser as determined with reference to the Tax laws in effect or proposed at the time of such Transfer; provided that the Parties will co-operate in good faith so as to not adversely affect the Tax payable by another Party; and
 - (E) if the Existing Partner (or a subsidiary thereof) acquires operating control of the Project as a result of a transfer contemplated by this Section 6.8(c)(ii), it specifically acknowledges and assumes (and, if applicable, will cause its subsidiary to acknowledge and assume), covenants that are substantially equivalent to the covenants in Sections 6.1 to 6.5 (in which case the Seller shall cease to be bound by such covenants).
- (iii) transferring to any person a portion of the Barrick PV Interest unencumbered by the rights of the Purchaser under this Agreement such that the Barrick PV Interest is reduced to not less than 50%, provided that:
 - (A) the Parent Company or the Seller shall have provided the Purchaser with at least 30 days' prior written notice of such proposed Transfer;
 - (B) the transferee is not a Restricted Person in relation to the Purchaser;

- (C) following such Transfer the Project is operated by a Seller Group Entity or the Existing Partner or an Affiliate thereof;
- (D) there are no Defaulted Ounces, Accrued Ounces or Deferred Silver Ounces at the time of the Transfer;
- (E) there is no increase in any Tax payable by the Purchaser as determined with reference to the Tax laws in effect or proposed at the time of such proposed Transfer; provided that the Parties will co-operate in good faith so as to not adversely affect the Tax payable by another Party; and
- (F) there is no Seller Event of Default (or an event which with notice or lapse of time or both would become a Seller Event of Default) that has occurred and is continuing.

For greater certainty, following a Transfer pursuant to this Section 6.8(c)(iii) the Seller shall continue to be responsible for all of its obligations under Article 2 (except to the limited extent provided for in Section 2.3) as if (I) the Barrick PV Interest continues to be equal to the Barrick PV Interest prior to such Transfer and (II) the entitlement of the Seller to Minerals (or the proceeds thereof, as applicable) is unchanged as a result of such Transfer.

6.9

Other Covenants of the Seller

(a) Subject to the requirements of Applicable Laws, the Project Financing, any Project Financing Permitted Indebtedness, any Additional Permitted Indebtedness, the Special Lease Agreement, the Shareholders Agreement and provision for normal working capital and for ongoing maintenance and Permitted Capital Projects relating to the Project being undertaken in accordance with accepted practices in the international mining industry, the Seller shall use reasonable commercial efforts to cause the Owner and Project Holdco to distribute proceeds to the Seller in an amount sufficient to meet the delivery obligations of the Seller to the Purchaser contained in Article 2 (it being acknowledged that the Seller will not be in violation of this covenant if the inability to distribute sufficient proceeds to the Seller is caused by one or more Acts of Expropriation, or if, despite complying with Section 6.1, the Project does not produce enough cash to satisfy the delivery obligations contained in Article 2). Notwithstanding anything else in this Agreement to the contrary, if the Barrick PV Interest increases to 100%, any restrictions on Distributions by the Owner and Project Holdco contained in the Shareholders Agreement shall cease to apply and the rights of the Purchaser under this Agreement shall not in any way be altered as a result of such increase in the Barrick PV Interest.

(b) During the Term, the Seller shall not:

- (i) amend the terms of any Shareholder Loan to which any of the Seller Group Entities is a party, including to effect any decrease in interest rate, in a manner that has a material negative impact on the Seller Undiscounted Economic Interest, provided, however, that nothing in this

Section 6.9(b)(i) shall prevent any Seller Group Entity from (A) making any amendments to any Shareholder Loan if required pursuant to the Special Lease Agreement or Applicable Laws, or (B) granting a deferral of principal and/or interest under a Shareholder Loan if required in order to remain in compliance with the terms of the Project Financing, any Project Financing Permitted Indebtedness or any Additional Permitted Indebtedness or to comply with an Approved Program and Budget;

- (ii) permit any of the Seller Group Entities to amend the terms of the Project Financing or the Common Terms Agreement in a way that adversely affects the ability of the Seller to satisfy its obligations under this Agreement, unless such amendment is necessary to avoid:
 - (A) a breach of the terms of or a default under the Special Lease Agreement;
 - (B) a breach of Applicable Laws; or
 - (C) a breach of the terms of or default under the Project Financing, provided that prior to the Seller agreeing to any such amendment to the terms of the Project Financing the Seller shall consult with the Purchaser with respect to the necessity and intended result of such amendment, provided, further, that in no circumstances may any Seller Group Entity amend the terms of the Project Financing in a manner that disproportionately adversely affects the Purchaser relative to the Seller Group Entities, taken as a whole;
- (iii) without limiting Section 6.4, permit any Seller Group Entity to, without the consent of the Purchaser (not to be unreasonably withheld), engage in any transaction or arrangements with any Barrick Group Entity, other than another Seller Group Entity, including the provision, purchase, sale or receipt of any service, asset or payment, except (A) in the ordinary course of business at prices and on terms and conditions at least as favourable to such Seller Group Entity as could be obtained on an arm's-length basis from unrelated third parties (it being acknowledged hereby that the Administrative Services Agreement and the Technical Support Agreement satisfy these requirements for so long as the services provided to Project Holdco and the Owner under such agreements are deemed by Project Holdco or the Owner to be necessary to the Project); or (B) as otherwise expressly permitted pursuant to this Agreement;
- (iv) conduct business of any kind not directly related to or for the benefit of the Owner, Project Holdco and the Project;
- (v) agree to any restrictions on Distributions from the Owner or Project Holdco (including with respect to the Shareholder Loans), other than the Existing Restrictions or other similar covenants and restrictions which

taken as a whole are not materially more restrictive on the Seller Group Entities than those restrictions existing on the Closing Date; provided, that the Seller shall cause any such other covenants and restrictions to permit quarterly Distributions to the Seller to the extent that Distributions are permitted thereunder; and

- (vi) make any Distributions so long as there shall exist any Defaulted Ounces or outstanding obligation to deliver Accrued Ounces to the Purchaser under this Agreement.

(c) The Seller shall not permit to exist or incur any third party Indebtedness of the Seller at any time during the Term. The Seller shall cause the Owner and Project Holdco not to:

- (i) permit to exist or incur any Indebtedness other than:
 - (A) as required by Applicable Laws;
 - (B) prior to the repayment and cancellation of the Project Financing, (I) the principal amount then outstanding under the Project Financing (as reduced from time to time by mandatory payments and prepayments), (II) Project Financing Permitted Indebtedness and (III) subject to Section 6.9(d), Additional Permitted Indebtedness; or
 - (C) from and after the repayment and cancellation of the Project Financing, subject to Section 6.9(d), Additional Permitted Indebtedness (and any Project Financing Permitted Indebtedness that remains outstanding at the time of the repayment and cancellation of the Project Financing); and
- (ii) conduct business of any kind not directly related to, or for the benefit of, the Project.

(d) Prior to incurring any Additional Permitted Indebtedness (other than Existing Partner Shareholder Loans), the Seller shall provide written notice to the Purchaser containing details regarding the proposed Additional Permitted Indebtedness demonstrating that such Indebtedness will satisfy the requirements of Additional Permitted Indebtedness. Any such Indebtedness may be incurred unless the Purchaser notifies the Seller, within 15 Business Days of receiving written notice pursuant to this Section 6.9(d), that it believes the Indebtedness does not constitute Additional Permitted Indebtedness, in which case the Parties shall either reach agreement on such matter or the matter shall be resolved by arbitration pursuant to Section 13.2, in each case prior to the incurrence of such Indebtedness.

(e) Between the date hereof and the earlier of the Closing Date or the termination of this Agreement, the Seller shall provide the Purchaser with information relating to any material unexpected delays in the progress of the Reorganization.

(f) The Seller will take all steps necessary and within its control to ensure that: (i) the Mine Plan will be submitted in conjunction with the program and budget for approval by Project Holdco on or before November 1, 2015 in accordance with the Shareholders Agreement; and (ii) the directors on the Project Holdco board nominated by the Seller will vote to approve the program and budget, including such Mine Plan attached as Appendix 1 to the Disclosure Letter, substantially in the form that has been provided to the Purchaser, with such changes as may be made thereto in accordance with the Shareholders' Agreement.

6.10 Parent Company Covenant

During the Term, the Parent Company shall cause:

- (a) the Seller and its Affiliates to perform their respective obligations under and in connection with this Agreement; and
- (b) each of the Barrick Group Entities to:
 - (i) *[Redacted]* ;
 - (ii) *[Redacted]* ;
 - (iii) *[Redacted]* ; and
 - (iv) refrain from taking any action that would cause an Insolvency Event for the Seller,

provided that the foregoing provisions shall not prevent the Seller from voluntarily repaying any inter-corporate Indebtedness owed by it from proceeds of Distributions otherwise permitted under this Agreement, including with the proceeds of Shareholder Loans, in accordance with this Agreement.

6.11 Non-Solicitation

From the date hereof until the Closing Date, each of the Seller and the Parent Company agrees that it and its respective affiliates' representatives, officers, directors, employees, advisors or agents shall not:

- (a) make, solicit, initiate or encourage enquiries (or further enquiries) from, or the submission of proposals or offers (or further proposals or offers) from, any person, corporation, partnership or other business organization whatsoever (including any of its representatives, officers, directors, employees, advisors or agents) (other than the Purchaser and its representatives, officers, directors, employees, advisors or agents) (an “ **Other Person** ”) relating to any arrangement or agreement for the sale by the Seller of a gold and/or silver stream, royalty or

* [Redacted] * indicates confidential information that has been omitted in reliance on Rule 24b-2 of the Securities Exchange Act of 1934. The confidential information has been submitted separately to the U.S. Securities and Exchange Commission.

similar arrangement, agreement or transaction in respect of the Project or its interest therein (an “ **Alternative Transaction** ”);

- (b) participate in any discussions or negotiations with any Other Person regarding, or furnish to any Other Person any information (or additional information) with respect to, or otherwise co-operate in any way with any effort or attempt by any Other Person to undertake or seek to undertake an Alternative Transaction;
- (c) assist, participate in, facilitate or encourage any effort or attempt by any Other Person to undertake or seek to undertake an Alternative Transaction; or
- (d) enter into any oral or written agreement with any Other Person regarding an Alternative Transaction or engage anyone to enter into such an agreement.

6.12

Confidentiality

(a) Each Party (a “ **Receiving Party** ”) agrees that it shall maintain as confidential and shall not disclose, and shall cause its Affiliates and its and their respective employees, officers, directors, advisors, agents and representatives to maintain as confidential and not to disclose, the terms contained in this Agreement and all information (whether written, oral or in electronic format) received or reviewed by it as a result of or in connection with this Agreement and the information received by it pursuant to the confidentiality agreement dated April 6, 2015 between the Parent Company and the Purchaser Parent (“ **Confidential Information** ”), except that a Receiving Party (or in the case of the Purchaser, the Purchaser Parent) may disclose Confidential Information:

- (i) to its auditors, legal counsel, lenders, brokers, underwriters, bankers and investment bankers and to persons with whom it is considering or intends to enter into a transaction for whom such Confidential Information would be relevant, provided that such persons are advised of the confidential nature of the Confidential Information, undertake to maintain the confidentiality of it and are strictly limited in their use of the Confidential Information to those purposes necessary for such persons to perform the services for which they were, or are proposed to be, retained by the Receiving Party or to consider or effect the applicable transaction, as applicable;
- (ii) subject to Section 14.7, where that disclosure is necessary to comply with any Applicable Law, court order, its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, provided that such disclosure is limited to only that Confidential Information reasonably determined by the disclosing party to be required to be disclosed and that the Receiving Party will have availed itself of the full benefits of any laws, rules or regulations, to the extent applicable, as to disclosure on a confidential basis to which it may be entitled including, to the extent permitted by Applicable Laws, redacting all proprietary, structural or other Confidential

Information of any Party prior to making such disclosure and, where practicable, only following prior review of the non-disclosing Party (such determinations to be made in the disclosing party's sole discretion after considering in good faith any comments made by the non-disclosing party);

- (iii) for the purposes of the preparation of an Auditor's Report under Section 13.1 or any arbitration proceeding commenced under Section 13.2;
- (iv) where such information is already widely known by the public other than by a breach of the confidentiality terms of this Agreement or is known by the Receiving Party prior to the entry into of this Agreement or obtained independently of this Agreement and the disclosure of such information would not breach any other confidentiality obligations;
- (v) as permitted by Section 6.12(c);
- (vi) with the approval of the disclosing Party; and
- (vii) to those of its and its Affiliates' directors, officers, employees, representatives and agents who need to have knowledge of the Confidential Information.

(b) Each Party shall ensure that its and its Affiliates' employees, directors, officers, representatives and agents and those persons listed in Section 6.12(a)(i) are made aware of, and comply with the provisions of, this Section 6.11. Each Party shall be liable to the other Parties for any improper use or disclosure of such terms or information by such persons.

(c) Each Party agrees that if such Party or Purchaser Parent is required to file this Agreement on EDGAR and/or SEDAR under Applicable Laws, such Party will file the redacted version of the Agreement attached as Appendix 2 to the Disclosure Letter and any provision of, or information relating to, this Agreement that has been redacted from the version of this Agreement attached as Appendix 2 to the Disclosure Letter shall continue to constitute Confidential Information for all purposes of this Agreement; provided, however, that if any securities regulatory authority subsequently requires the Purchaser Parent to disclose any such redacted information or such redacted information shall otherwise become publicly available pursuant to Applicable Laws, (i) such redacted information shall cease to be Confidential Information upon such disclosure, and (ii) the Purchaser shall not be in breach or violation of this Agreement with respect thereto. The Purchaser agrees that prior to filing any version of this Agreement with any securities regulatory authority, it shall provide the Seller with a reasonable opportunity to review and comment on all documents to be submitted in connection with such filing and shall consider in good faith the comments, if any, provided by the Seller in respect of such documents, provided that any redactions shall be made in the Purchaser's sole discretion.

ARTICLE 7
PURCHASE RIGHTS; PURCHASER CHANGE OF CONTROL

7.1 Seller Right of First Refusal

(a) Except as provided in Section 7.1(d), the Seller shall have, and the Purchaser hereby grants to the Seller, a right of first refusal to acquire the Purchaser's direct or indirect interest in and to this Agreement in accordance with the terms of this Section 7.1.

(b) If the Purchaser receives a legally binding *bona fide* offer to purchase all or any part of the Purchaser's direct interest in this Agreement (the "**Purchaser Interest**") from, or wishes to or enters into a *bona fide* agreement to sell the Purchaser Interest to, any person at arm's length to the Purchaser, which offer or agreement the Purchaser is willing to accept, then the Purchaser shall give the Seller written notice thereof, which notice must include the terms and conditions of such offer or agreement to purchase and, if available, a copy of such offer or draft agreement (the "**Purchaser ROFR Offer**"), and the Seller shall have the right, within 30 days from the date of delivery to the Seller of such notice, to exercise its right of first refusal in respect thereof and to acquire the Purchaser Interest on terms and conditions that are substantially the same and, in the aggregate, no less favourable to the Purchaser as are set forth in the offer or agreement to purchase.

(c) If the Seller does not accept the Purchaser ROFR Offer within 30 days from the date of delivery to the Seller of the notice thereof, then the Purchaser shall be free to sell the Purchaser Interest to the applicable third party pursuant to terms and conditions that are substantially the same and, in the aggregate, no more favourable to the applicable third party than those contained in the Purchaser ROFR Offer. Such sale must be completed within 90 days of the expiry of the 30-day period set forth in Section 7.1(b), failing which, the Purchaser shall again be required to comply with the terms of this Section 7.1 before selling the Purchaser Interest to a third party. For the avoidance of doubt, the Purchaser shall be entitled at any time to negotiate with any third party the terms upon which such third party may purchase the Purchaser Interest, provided that before such terms are accepted, the Purchaser complies with this Section 7.1.

(d) Notwithstanding anything to the contrary in this Agreement, this Section 7.1 shall not apply to:

- (i) the Purchaser mortgaging, pledging, charging or granting a security interest in all or any part of its interest in and to this Agreement in connection with any third party debt financing;
- (ii) assignment to an Affiliate, provided such Affiliate assumes in favour of the Seller all the obligations of the Purchaser under this Agreement; or
- (iii) a reorganization involving the Purchaser provided that immediately following such reorganization:

- (A) the Purchaser Parent or its successor continues to own, directly or indirectly, all of the issued and outstanding securities of the Purchaser (or any successor thereto);
- (B) the reorganized entity assumes in favour of the Seller all of the obligations of the Purchaser under this Agreement; and
- (C) there is no increase in any Tax payable by the Seller as determined with reference to the Tax laws in effect or proposed at the time of such reorganization.

(e) Notwithstanding Sections 7.1(a) to 7.1(d), inclusive, no transfer pursuant to this Section 7.1 may be completed unless:

- (i) the third party acquiring the Purchaser Interest has sufficient financial resources to perform the obligations of the Purchaser hereunder (as determined by the Seller, acting reasonably), which, following the payment by the Purchaser of the Advance Payment shall be deemed to require the third party to have sufficient financial resources to satisfy the short term financial obligations of the Purchaser under this Agreement at the time of such acquisition;
- (ii) the obligations of the Purchaser under this Agreement are assumed by the third party through an instrument in writing in favour of the Seller acceptable to the Seller, acting reasonably; and
- (iii) the person assuming such obligations is not a Restricted Person in relation to any Barrick Group Entity.

(f) This Section 7.1 shall not apply to any sale by the Purchaser of the Refined Gold or Refined Silver delivered under this Agreement to any person or any change of control of Purchaser Parent.

7.2 **Purchaser Right of First Refusal**

(a) Except as provided in Section 7.2(c), if, at any time and from time to time, the Seller or any of its Affiliates wishes to or enters into a *bona fide* agreement to sell a Production Participation Interest to, or receives a legally binding *bona fide* offer for a Production Participation Interest from, any person at arm's length to the Seller or such Affiliate, which offer or agreement the Seller or such Affiliate is willing to accept, then the Seller shall give the Purchaser written notice thereof, which notice must include the terms and conditions of such offer or agreement to purchase and, if available, a copy of such offer or draft agreement (the "**Seller ROFR Offer**"), and the Purchaser shall have the right, within 30 days from the date of delivery to the Purchaser of such notice, to exercise its right of first refusal in respect thereof and to acquire such Production Participation Interest on the same terms and conditions as are set forth in the offer or agreement to purchase.

(b) If the Purchaser does not accept the Seller ROFR Offer within 30 days from the date of delivery to the Purchaser of the notice thereof, then the Seller or such Affiliate shall be free to sell the Production Participation Interest to the applicable third party pursuant to terms and conditions that are in the aggregate no more favourable to the applicable third party than those contained in the Seller ROFR Offer. Such sale must be completed within 90 days of the expiry of the 30-day period set forth in Section 7.2(a), failing which, the Seller shall again be required to comply with the terms of this Section 7.2 before selling the Production Participation Interest to a third party. For the avoidance of doubt, the Seller or its Affiliates shall be entitled at any time to negotiate with any third party the terms upon which such third party may purchase the Production Participation Interest, provided that before such terms are accepted, the Seller complies with this Section 7.2.

(c) For the avoidance of doubt, this Section 7.2 shall not apply to any (i) gold or silver spot sales, (ii) gold or silver forward sales or options or other gold or silver sales or loans to a financial institution or bullion bank, (iii) internal transfers among any Barrick Group Entities that do not relate, directly or indirectly, to a Production Participation Interest, (iv) private or public offerings of securities that are backed by gold or silver, paid in gold or silver, priced based on gold or silver prices or have payment obligations based on gold or silver prices, (v) transfer otherwise permitted under this Agreement, or (vi) Offtake Agreements.

(d) In the event that this Agreement is terminated pursuant to Section 3.5(c) as a result of the failure by the Parent Company to satisfy the Condition Precedent in Section 3.4(d), the provisions of this Section 7.2 shall survive for a period of one year following the date of such termination.

7.3 Change of Control of the Purchaser

During the Term, neither the Purchaser Parent nor any of its direct or indirect subsidiaries shall enter into any agreement, arrangement or transaction with any person that would cause a direct or indirect Change of Control of the Purchaser (or a successor or permitted assign), unless the person acquiring such control of the Purchaser is not an entity with which the Seller or its Affiliates are prohibited from doing business under any trade restriction, embargo or other Applicable Law.

ARTICLE 8 GUARANTEES AND INDEMNITIES

8.1 No Seller Security or Guarantee

Notwithstanding anything else contained in this Agreement, the Purchaser acknowledges and agrees that the obligations of the Seller and the Parent Company under this Agreement are unsecured with respect to the assets of the Seller, the Parent Company or any other entity and such obligations do not benefit from a guarantee from any entity.

8.2 Seller Indemnity

The Seller shall indemnify and save harmless the Purchaser, its Affiliates and its and their respective directors, officers, employees and agents (collectively, the “**Purchaser**”

Indemnified Parties”) from and against any and all Losses suffered or incurred by any of the foregoing persons in connection with third party claims brought against any of the foregoing persons as a result of:

- (i) any violation of Applicable Laws by the Owner in respect of the Project;
- (ii) physical environmental conditions at the Project; and
- (iii) any other condition, act or omission to act committed by a Seller Group Entity incidental to the operations of the Project (including injury to the person or property of the Purchaser or its representatives incurred during the course of any visit to the Project in accordance with Section 5.3, by the Purchaser or its representatives caused by the negligence or wilful misconduct of a Seller Group Entity or its agents).

8.3 Purchaser Indemnity

The Purchaser shall indemnify and save harmless the Parent Company, the Seller Group Entities and its and their respective directors, officers, employees and agents (collectively, the “**Seller Indemnified Parties**”) from and against any and all Losses suffered or incurred by any of the foregoing persons in connection with third party claims brought against any of the foregoing persons as a result of:

- (i) injury to the person or property of the Purchaser or its representatives incurred during the course of any visit to the Project in accordance with Section 5.3, by the Purchaser or its representatives except to the extent caused by the negligence or wilful misconduct of a Seller Group Entity; and
- (ii) injury to the person or property of the Owner or its representatives or any third party, to the extent arising from the Purchaser’s, or any of its representatives’, act or omission to act during any such visit, except to the extent caused by the negligence or wilful misconduct of a Seller Indemnified Party.

8.4 Benefit of Indemnity

To the extent that any Purchaser Indemnified Party or Seller Indemnified Party is not a party to this Agreement, the Purchaser or the Seller, as applicable, shall obtain and hold the right and benefit of the indemnity provisions of this Agreement in trust for and on behalf of such Purchaser Indemnified Party or Seller Indemnified Party, as applicable .

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of the Seller and the Parent Company

The Seller and the Parent Company, acknowledging that the Purchaser is entering into this Agreement in reliance thereon, hereby make the representations and warranties set forth in Schedule D and Schedule E, respectively, to the Purchaser on and as at the date of this Agreement and the Closing Date, except with respect to paragraphs (i) and (q) of Schedule D which are given only as of the Closing Date.

9.2 Representations and Warranties of the Purchaser

The Purchaser acknowledging that the Seller and the Parent Company are entering into this Agreement in reliance thereon, hereby makes the representations and warranties set forth in Schedule F to the Seller and the Parent Company on and as at the date of this Agreement and the Closing Date.

9.3 Survival of Representations and Warranties

The representations and warranties set forth in Schedules D, E and F shall survive the execution and delivery of this Agreement for a period of five years.

9.4 Knowledge

(a) Where any representation or warranty contained in this Agreement is expressly qualified by reference to the “knowledge” of the Seller, it shall be deemed to refer to the actual knowledge of George Joannou, Stephen Galbraith, Etienne Smuts and Manuel Rocha, and all knowledge which such persons would have if such persons made due enquiry into the relevant subject matter having regard to the role and responsibilities of such person.

(b) Where any representation or warranty contained in this Agreement is expressly qualified by reference to the “knowledge” of the Purchaser, it shall be deemed to refer to the actual knowledge of Bruce Kirchhoff and Jason Hynes, and all knowledge which such persons would have if such persons made due enquiry into the relevant subject matter having regard to the role and responsibilities of such person.

ARTICLE 10
ACTS OF EXPROPRIATION

10.1 Act of Expropriation

(a) Notwithstanding any other provision of this Agreement, upon the occurrence and during the continuance of an Act of Expropriation after the Closing Date, the Seller shall promptly notify the Purchaser of such occurrence, and all obligations of the Seller and the Purchaser set out in Article 2, including, the Seller’s obligation to deliver Refined Gold and Refined Silver to the Purchaser shall be suspended and not accrue.

(b) In the event that an Act of Expropriation subsequently ceases to exist, the obligation of the Seller to deliver Refined Gold and/or Refined Silver to the Purchaser pursuant to this Agreement shall automatically resume, as of the date such Act of Expropriation ceases to exist, to the extent the Seller or any other Barrick Group Entity subsequently receives the benefit of any Reference Gold and/or Reference Silver in respect of which an Offtaker Payment has been received.

(c) The only right of the Purchaser upon the occurrence and continuation of any Act of Expropriation shall be the right to share in any compensation as set out in Section 10.2. At no time and under no circumstances shall all or any portion of the Advance Payment be reimbursed as a result of the occurrence of an Act of Expropriation.

(d) The Barrick Group Entities (including the Owner and the Seller) will use their commercially reasonable efforts to repudiate or challenge any Act of Expropriation as expeditiously as possible, and to obtain, to the maximum extent available, recovery or compensation for any Act of Expropriation, including by enforcing the Owner's rights and remedies under the Special Lease Agreement and Applicable Laws.

10.2 Sharing of Compensation

(a) In the event of the occurrence of any Act of Expropriation, any recovery or compensation received by any Barrick Group Entity, after deducting therefrom the reasonable and documented costs and expenses of the Barrick Group Entities in dealing with such event and obtaining such recovery or compensation, and following application against any obligations under any then-existing financing agreements permitted hereunder (including the Project Financing), shall be shared with the Purchaser as follows:

(i) X% to the Purchaser, where X equals (i) the Purchaser Undiscounted Economic Interest on the date immediately prior to the Act of Expropriation divided by (ii) the Seller Undiscounted Economic Interest on the date immediately prior to the Act of Expropriation, and

(ii) Y% to the Seller, where Y equals 100% minus X% (as calculated in accordance with Section 10.2(a)(i)).

(b) For the avoidance of doubt, the Seller Undiscounted Economic Interest and the Purchaser Undiscounted Economic Interest shall be calculated using a common set of assumptions as applicable (including the same Mine Plan, which shall be the Mine Plan in effect immediately prior to the Act of Expropriation).

(c) If the Parties cannot agree on the value of the Seller Undiscounted Economic Interest or the Purchaser Undiscounted Economic Interest, the matter shall be submitted to binding arbitration pursuant to Section 13.2.

(d) In the case of an Act of Expropriation, the entire balance of the Advance Payment shall be forfeited by the Purchaser and retained by the Seller; provided, however, that if the Act of Expropriation subsequently ceases to exist, a portion of the Advance Payment shall be restored in proportion to the value of the Seller Undiscounted Economic Interest restored upon

cessation of the Act of Expropriation, after deducting therefrom any payment received by the Purchaser in respect of such Act of Expropriation.

ARTICLE 11
EVENTS OF DEFAULT

11.1 Seller Events of Default

Each of the following events or circumstances constitutes an event of default by the Seller (each, a “**Seller Event of Default**”):

- (a) where there are funds in the Collection Account and the Seller fails to sell and deliver Refined Gold or Refined Silver to the Purchaser, except with respect to Deferred Silver Ounces, on the terms and conditions set forth in this Agreement within ten days of receipt of notice from the Purchaser notifying the Seller of such default (“**Defaulted Ounces**”);
- (b) any (i) representation or warranty given by the Seller or Parent Company (other than any Seller Fundamental Representation, Parent Company Fundamental Representation or any other representation that is qualified by materiality or Material Adverse Effect) is inaccurate in any material respect as at the date in respect of which such representation and warranty is given and such inaccuracy would be expected to result in a Material Adverse Effect as at the date in respect of which such representation and warranty is given or (ii) Seller Fundamental Representation, Parent Company Fundamental Representation or any other representation given by the Seller or Parent Company that is qualified by materiality or “Material Adverse Effect” is inaccurate in any respect as at the date in respect of which such representation and warranty is given, and, in each case which inaccuracy is not remedied within 30 days following delivery by the Purchaser to the Seller of written notice of such inaccuracy, or such longer period of time as the Purchaser may determine in its sole discretion;
- (c) the Seller or the Parent Company is in breach or default of any of its covenants or obligations set forth in this Agreement in any material respect (other than a breach that is the result of an Act of Expropriation), including, for greater certainty, its obligation to deliver information to the Purchaser in accordance with Section 5.1, except covenants and obligations referenced in Sections 11.1(a), 11.1(d) or 11.1(e), and such breach or default is not remedied within 45 days following delivery by the Purchaser to the Seller or the Parent Company of written notice of such breach or default, or such longer period of time as the Purchaser may determine acting reasonably;
- (d) the Seller is in breach or default of any of its covenants or obligations set forth in Section 6.9(a);
- (e) the Seller or the Parent Company, as applicable, is in breach or default of any of its covenants or obligations set forth in Section 6.8; and

- (f) upon the occurrence of an Insolvency Event with respect to the Parent Company or any Seller Group Entity.

11.2 Purchaser Remedies

- (a) If a Seller Event of Default occurs and is continuing, the Purchaser shall have the right, upon written notice to the Seller, at its option, and in addition to and not in substitution for any other remedies available to it at law or equity (including the right to sue for damages), to:
- (i) bring an action for specific performance of any obligation of the Seller under this Agreement or the Power of Attorney;
 - (ii) prohibit the payment by the Seller of any Distributions to any Barrick Group Entities;
 - (iii) exercise its rights under the Power of Attorney and give to the Account Bank such notice as is necessary to allow the Purchaser to use the cash in the Collection Account to purchase Refined Gold and/or Refined Silver (the “**Substitute Metals**”) in such amounts as required to satisfy the Seller’s then accrued and due obligations to deliver Payable Gold or Payable Silver to the Purchaser. For greater certainty, Deferred Silver Ounces shall not constitute accrued and due obligations for purposes of this Section 11.2(a)(iii); provided that the foregoing shall not apply upon a Seller Event of Default described in Section 11.1(f) or upon a termination of this Agreement (it being understood that the cash in the Collection Account shall be used to satisfy the current and overdue delivery obligations of the Seller under this Agreement in accordance with Sections 6.7(e)(i) through (iv), inclusive).

Notwithstanding the foregoing, the Parties hereby agree that any liability of the Parent Company under this Agreement shall be limited to Losses resulting solely from the breach of this Agreement by the Parent Company and shall not result from any breach of this Agreement by the Seller.

- (b) In addition to the specific remedies set out in Section 11.2(a), upon the occurrence and during the continuation of a Seller Event of Default, the Gold Cash Price and the Silver Cash Price payable by the Purchaser to the Seller shall be reduced by 50% for all deliveries of Refined Gold or Refined Silver during such period (including for the purchase and delivery of Substitute Metals by the Purchaser in accordance with Section 11.2(a)(iii)). For greater certainty, prior to the Advance Payment Reduction Date, the difference between the applicable Gold Reference Price and/or Silver Reference Price and the reduced Gold Cash Price and/or Silver Cash Price, respectively, shall be applied in full against the Advance Payment in accordance with the provisions of Sections 2.5(a) and 2.6(a). This Section 11.2(b) shall not apply where the failure to deliver Refined Gold and Refined Silver results in Accrued Ounces or Deferred Silver Ounces that do not otherwise constitute Defaulted Ounces.

- (c) Once the Seller delivers to the Purchaser all accrued and undelivered Refined Gold and Refined Silver (including at the reduced price provided above, if applicable) to satisfy

the Defaulted Ounces or the Seller Event of Default is otherwise cured or waived (including by the purchase and delivery of Substitute Metals by the Purchaser in accordance with Section 11.2(a)(iii) above, if applicable), the Seller shall be deemed to have cured the Seller Event of Default arising from such failure to deliver.

(d) If a Seller Event of Default described in Section 11.1(e) occurs, such transfer shall be null and void *ab initio*.

(e) Notwithstanding anything else in this Section 11.2, and without prejudice to any of the Purchaser's rights hereunder or at law or in equity in all other circumstances, any proceeds associated with the Barrick PV Interest received by the Seller or any of its Affiliates pursuant to the liquidation or winding up of Project Holdco or the Owner in connection with an Insolvency Event shall be shared with the Purchaser in the following manner:

- (i) X% to the Purchaser, where X equals (i) the Purchaser's Undiscounted Economic Interest as of immediately prior to the occurrence of the Insolvency Event divided by (ii) the Seller's Undiscounted Economic Interest as of immediately prior to the occurrence of the Insolvency Event, and
- (ii) Y% to the Seller, where Y equals 100% minus X% (as calculated in accordance with Section 11.2(e)(i)),

and in the event that any Barrick Group Entity is granted an Encumbrance by the Seller to secure the obligations of the Seller with respect to the inter-company Indebtedness of the Seller owed to such Barrick Group Entity, the fact that such Encumbrance was granted to such Barrick Group Entity shall be disregarded for the purposes of the amounts determined and payable pursuant to this Section 11.2(e) and the Barrick Group Entities shall take all necessary steps and refrain from taking any steps necessary to ensure that the foregoing agreement is given effect as between the Purchaser and the Seller.

(f) Notwithstanding any other provision of this Article 11, in no event shall the Purchaser be entitled to any refund of the outstanding balance of the Advance Payment.

11.3 Purchaser Events of Default

Each of the following events or circumstances constitutes an event of default by the Purchaser (each, a “**Purchaser Event of Default**”):

- (a) the Purchaser fails to pay any portion of the Advance Payment on the Closing Date to the Seller in accordance with this Agreement where all of the Conditions Precedent in Section 3.3 have been satisfied or waived;
- (b) the Purchaser fails to pay (i) the Gold Cash Price or Silver Cash Price for Refined Gold or Refined Silver delivered to the Purchaser in accordance with this Agreement (including for the Substitute Metals purchased by the Purchaser in accordance with Section 11.2(a)(iii), subject to the reduced Gold Cash Price and Silver Cash Price provided for in Section 2.3 or Section 11.2(b), if applicable) or

(ii) the Deferred Offset Amount in respect of Deferred Silver Ounces delivered to the Purchaser pursuant to Section 2.3, in either case, within ten days of receipt of a written notice from the Seller notifying the Purchaser of such default;

- (c) any (i) representation or warranty given by the Purchaser (other than any the Purchaser Fundamental Representation or any other representation that is qualified by materiality or material adverse effect) is inaccurate in any material respect as at the date in respect of which such representation and warranty is given or (ii) the Purchaser Fundamental Representation or any other representation given by the Purchaser that is qualified by materiality or material adverse effect is inaccurate in any respect as at the date in respect of which such representation and warranty is given, and any such inaccuracy is not remedied within 30 days following delivery by the Seller to the Purchaser of written notice of such inaccuracy, or such longer period of time as the Seller may determine in its sole discretion; and
- (d) the Purchaser is in breach or default of any of its covenants or obligations set forth in this Agreement in any material respect (other than a breach or default of the covenants or obligations referenced in Sections 11.3(a) or 11.3(b)), and such breach or default is not remedied within 45 days following delivery by the Seller to the Purchaser of written notice of such breach or default, or such longer period of time as the Seller may determine in its sole discretion.

11.4 Seller Remedies

(a) In addition to all other remedies available to it at law or in equity (including the right to sue for damages), if a Purchaser Event of Default described in Section 11.3(a) has occurred and is continuing, then the Seller shall have the right, at its option, to terminate this Agreement by written notice to the Purchaser and demand all losses suffered or incurred as a result of the occurrence of such Purchaser Event of Default and termination.

(b) In addition to all other remedies available to it at law or in equity (including the right to sue for damages and to bring an action for specific performance in relation to any obligation of the Purchaser under this Agreement or with respect to the Power of Attorney), if a Purchaser Event of Default described in Section 11.3(b) has occurred and is continuing for a period of less than one year, then the Suspended Provisions shall be suspended during the pendency of such Purchaser Event of Default and the Seller shall not be obligated to sell any Refined Gold or Refined Silver to the Purchaser in respect of Offtaker Deliveries of Reference Gold and Reference Silver made during such suspension; provided that if such Purchaser Event of Default is continuing for more than one year, the Seller shall have the right, at its option, to terminate this Agreement by written notice to the Purchaser and demand all losses suffered or incurred as a result of the occurrence of such Purchaser Event of Default and termination. If during a suspension by the Seller pursuant to this Section 11.4(b) (where this Agreement has not otherwise been terminated) the Purchaser cures the Purchaser Event of Default, the Seller's obligations under this Agreement, and the Purchaser's rights under the Power of Attorney, shall recommence as of the date the Purchaser cures the Purchaser Event of Default in full; provided that the Seller shall not be obliged to make deliveries pursuant to this Agreement for the period

during which the suspension was in effect; provided further, that if at the time of a Purchaser Event of Default described in Section 11.3(b), there exist any (i) Defaulted Ounces, (ii) Accrued Ounces, (iii) Deferred Silver Ounces, or (iv) Reference Gold and/or Reference Silver ***[Redacted]*** subject to damage or loss and for which the provisions of ***[Redacted]*** Section 6.5(d) subsequently apply following the date of suspension (items (i) through (iv), collectively, the “**Suspended Ounces**”), all obligations of the Seller in respect of such Suspended Ounces shall continue to accrue, but not be due, to the Purchaser during the pendency of such Purchaser Event of Default. If the Purchaser cures the Purchaser Event of Default in full, then all obligations of the Seller in respect of such Suspended Ounces shall again apply, from and after the date of the cure, as if they had not been suspended hereunder in accordance with the terms of this Agreement. If the Seller terminates this Agreement in accordance with this Section 11.4(b), then the Seller shall have no further obligation to the Purchaser with respect to all such Suspended Ounces (other than Defaulted Ounces) or any other obligation to deliver Refined Gold or Refined Silver to the Purchaser under this Agreement (other than Defaulted Ounces) upon such termination.

(c) If a Purchaser Event of Default described in Section 11.3(c) or 11.3(d) occurs and is continuing, the Seller shall have no right to terminate this Agreement, but shall be entitled to all other remedies available to it under this Agreement at law or in equity.

ARTICLE 12

ADDITIONAL PAYMENT TERMS

12.1 Payments

All payments due by one Party to another under this Agreement shall be made in U.S. Dollars and shall be made by wire transfer in immediately available funds to the bank account or accounts designated by the receiving Party in writing from time to time.

12.2 Taxes

(a) Subject to Section 12.2(b), all deliveries of Refined Gold and Refined Silver and all amounts paid hereunder (including any amounts referred to in Section 11.2) shall be made without any deduction, withholding, charge or levy for or on account of any Taxes, all of which shall be for the account of the Party making such delivery or payment. If any such Taxes are so required to be deducted, withheld, charged or levied by the Party making such delivery or payment, then such Party shall make, in addition to such delivery or payment, such additional delivery or payment as is necessary to ensure that the net amount received by the other Party entitled to delivery or payment (free and clear and net of any such Taxes, including any Taxes required to be deducted, withheld, charged or levied on any such additional amount) equals the full amount such other Party would have received had no such deduction, withholding, charge or levy been required. Any additional payment or delivery by a Party to the Purchaser under this

* [Redacted] * indicates confidential information that has been omitted in reliance on Rule 24b-2 of the Securities Exchange Act of 1934. The confidential information has been submitted separately to the U.S. Securities and Exchange Commission.

Section 12.2 shall not reduce the amount of the uncredited Advance Payment (as such amount is determined in accordance with Sections 2.5(a) and 2.6(a)).

(b) Notwithstanding the foregoing, (i) the Seller shall not be required to provide any gross-up or additional amounts under this Section 12.2 to the extent such requirement arises because of an assignment by the Purchaser pursuant to Section 14.13 to an assignee, or because of a consolidation, amalgamation, merger, reorganization, change of control or similar corporate event such that the successor to the Purchaser is not resident in Switzerland; and (ii) the Purchaser shall not be required to provide any gross-up or additional amounts under this Section 12.2 to the extent such requirement arises because of an assignment by the Seller pursuant to Section 6.8 to an assignee, or because of a consolidation, amalgamation, merger, reorganization, change of control or similar corporate event such that the successor to the Seller is not resident in the Cayman Islands; provided that in each case the Parties will co-operate in good faith so as to not adversely affect the Tax payable by another Party.

(c) In the event that any new Tax is implemented, or there shall occur any revision in, implementation of, amendment to or interpretation of any existing Tax, in each case that has an adverse effect on any of the Parties or any of their Affiliates in respect of the transactions contemplated by this Agreement, then the Seller and the Parent Company on the one hand, and the Purchaser on the other hand, agree that they shall negotiate in good faith with each other to amend this Agreement so that the other Parties and their Affiliates are no longer adversely affected by any such enactment, revision, implementation, amendment or interpretation, as the case may be; provided, however, that notwithstanding anything in this Agreement to the contrary, no Party shall be obligated to execute any such amendment if doing so would have an adverse impact on such Party, as determined by such Party in its sole and absolute discretion.

ARTICLE 13

DISPUTES

13.1 Ongoing Disputes

(a) If the Purchaser disputes any invoice provided pursuant to Section 2.4 or any report provided pursuant to Section 5.1, the number of ounces of Refined Gold or Refined Silver to be delivered in any delivery by the Seller to the Purchaser hereunder or other number or amount set forth in such invoice:

- (i) the Purchaser shall notify the Seller in writing (the “**Dispute Notice**”) of such dispute within one year from the applicable Date of Delivery (the “**Dispute Period**”);
- (ii) the Purchaser and the Seller shall have 30 days from the date the Dispute Notice is delivered by the Purchaser to resolve the dispute. If the Purchaser and the Seller have not resolved the dispute within such 30-day period, the Purchaser shall have the right during the ensuing 30 days to require that the dispute be submitted to a mutually agreed Auditor who shall prepare a written report on the delivery dispute for the benefit of both Parties (the “**Auditor’s Report**”). If the Purchaser and the Seller are

unable to agree on an Auditor within that ensuing 30-day period, the regular auditor of the Seller and the regular auditor of the Purchaser shall have 30 days within which to agree on an Auditor. If the regular auditor of the Seller and the regular auditor of the Purchaser are unable to agree on an Auditor or if no Auditor shall have been recommended within such 30-day period, either Party may submit a request to the International Chamber of Commerce to appoint an Auditor, in which case the Auditor shall be appointed by the International Center for Expertise in accordance with the provisions for the appointment of experts under the Expert Rules of the International Chamber of Commerce ;

- (iii) the Auditor preparing the Auditor's Report shall have the same inspection rights as the Purchaser under Section 5.3 in order to prepare the Auditor's Report and the Seller shall provide, or cause to be provided, to the Auditor any information reasonably requested by the Auditor to enable the Auditor to prepare the Auditor's Report;
- (iv) the Parties shall instruct the Auditor to deliver the Auditor's Report to them within 30 days of the delivery to the Auditor of all information requested from the Seller in accordance with Section 13.1(a)(iii);
- (v) the cost of obtaining the Auditor's Report shall be paid by the Purchaser, unless the Auditor's Report concludes that (i) in the case of a dispute regarding the number of ounces of Refined Gold or Refined Silver delivered in any delivery(ies) of Refined Gold or Refined Silver to the Purchaser hereunder, the number of ounces that should have been delivered by the Seller (in aggregate for all deliveries in dispute) was greater than the actual number of ounces so delivered by the Seller, or (ii) in the case of a dispute regarding any other number or amount contained in an invoice, the number or amount reported by the Seller was incorrect in a manner that benefited the Seller and disadvantaged the Purchaser, in each of which cases the cost of obtaining the Auditor's Report shall be for the account of the Seller; and
- (vi) if either the Seller or the Purchaser disputes the Auditor's Report and such dispute is not resolved between the Parties within ten days after the date of delivery of the Auditor's Report, then such dispute may be resolved by arbitration pursuant to Section 13.2, provided that such dispute must be referred to arbitration within 30 days after the end of such ten-day period. If such dispute is not referred to arbitration within such 30-day period, then the Auditor's Report will be deemed final and binding on the Parties.

(b) If the Purchaser does not deliver a Dispute Notice within the applicable Dispute Period in respect of an invoice provided pursuant to Section 2.4, then the number of ounces of Refined Gold or Refined Silver delivered in any delivery of Refined Gold or Refined Silver to the Purchaser pursuant to such invoice or other number or amount set forth in such invoice, as

applicable, will be deemed final and binding on the Parties after the expiry of the applicable Dispute Period.

(c) Any matter in respect of which a Dispute Notice is delivered shall be resolved only pursuant to this Section 13.1, including, if applicable, an arbitration commenced in accordance with Section 13.1(a)(vi).

13.2 Disputes and Arbitration

Except as otherwise provided in Section 13.1, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof which has not been resolved by the Parties within the applicable time frame specified herein (or where no time frame is specified, within 15 days of the delivery of written notice by either Party of such dispute, controversy or claim), including the determination of the scope or applicability of this Agreement to arbitrate, shall be settled by binding arbitration, and any Party may so refer such dispute, controversy or claim to binding arbitration. Such referral to binding arbitration shall be to a qualified single arbitrator pursuant to the Arbitration Rules, as such may be amended from time to time, which rules shall govern such arbitration proceeding except to the extent modified by the rules for arbitration set out in Schedule G. The determination of such arbitrator shall be final and binding upon the Parties and the costs of such arbitration shall be as determined by the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This Section 13.2 shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The Parties covenant and agree that they shall conduct all aspects of such arbitration having regard at all times to expediting the final resolution of such arbitration.

13.3 Meaning of “Party”

In this Article 13 and in Schedule G, should any dispute or arbitration include the Parent Company, where the context requires, the Seller and the Parent Company shall be considered to constitute one Party.

ARTICLE 14 GENERAL

14.1 Further Assurances

Each Party shall execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the documents and transactions contemplated in this Agreement, in each case at the cost and expense of the Party requesting such further instrument, document or action, unless expressly indicated otherwise.

14.2 Limitation on Liability

Notwithstanding anything else to the contrary in this Agreement, in no event shall the Seller and the Parent Company, on the one hand, and the Purchaser, on the other hand, be liable to the other Party(ies), its Affiliates and its and their respective directors, officers, employees and agents for any lost profits in connection with any other transaction or potential

transaction or incidental, indirect, speculative, consequential, special, punitive or exemplary damages of any kind (whether based in contract, tort, including negligence, strict liability, statute or regulation) arising out of or in connection with this Agreement; provided that this Section 14.2 shall not apply to (a) the Purchaser's right to obtain specific performance of the Seller's obligations to deliver Refined Gold and Refined Silver to the Purchaser as contemplated under Section 11.2(a)(i) or (b) the Purchaser's right to payment arising from an Act of Expropriation under Section 10.2 or in connection with an Insolvency Event under Section 11.2(e).

14.3 Purchase and Sale; Not a Debt Instrument

The Parties acknowledge and agree that this Agreement and the purchase and sale transactions contemplated hereby are, and are intended to be, transactions for the purchase and sale of gold and silver. Nothing in this Agreement shall be construed to create, expressly or by implication, a debt instrument between the Parties under any Applicable Law. Each Party shall and shall cause its Affiliates to characterize the transactions subject to this Agreement as the purchase and sale of gold and silver for all purposes, including filings, communications and other representations made with or to any authority for Tax reporting, accounting, or financial reporting. The Parties hereby confirm and agree that, notwithstanding anything to the contrary contained in this Agreement, that the interests created in this Agreement are not intended to be interests in real property for any purpose, that such interests do not constitute an estate, right, interest or equity in land and that such interests will not be registered or recorded in or on any publicly accessible land or mineral registry or record, including, without limitation, any mineral related right record and any land titles or land registry abstract.

14.4 Survival

The following provisions shall survive termination of this Agreement: Section 6.12 (*Confidentiality*), Section 7.2 (*Purchaser Right of First Refusal*) (if and only if this Agreement is terminated pursuant to Section 3.5(c) (as a result of the failure by the Parent Company to satisfy the Condition Precedent in Section 3.4(d)), Article 8 (*Guarantees and Indemnities*), Section 10.2 (*Sharing of Compensation*), Section 11.2 (*Purchaser Remedies*), Section 11.4 (*Seller Remedies*), Article 13 (*Disputes*), this Article 14 (*General*) (other than Section 14.1 (*Further Assurances*)) and Schedule G and such other provisions of this Agreement as are required to give effect thereto.

14.5 No Joint Venture

Nothing herein shall be construed to create, expressly or by implication, a joint venture, mining partnership, commercial partnership, agency relationship, fiduciary relationship, or other partnership relationship between the Purchaser, on one hand, and the Seller or the Parent Company, on the other.

14.6 Governing Law

This Agreement shall be governed by and construed under the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to its laws relating to any conflicts of laws). The courts of the Province of Ontario shall have the non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

The United Nations Vienna Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.7 **Press Releases**

The Parties shall jointly plan and co-ordinate, and shall cause their respective Affiliates to jointly plan and co-ordinate, any press releases concerning this Agreement that contain information that has not previously been made publicly available, and no Party or its Affiliates shall act in this regard without reasonable prior consultation with the other Parties, unless such disclosure is required to meet timely disclosure obligations of any Party or its Affiliates under Applicable Laws in circumstances where prior consultation with the other Parties is not practicable, and a copy of such press release shall be provided to the other Parties at such time as it is made publicly available.

14.8 **Notices**

Any notice or other communication (in each case, a “ **notice** ”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand or transmitted by facsimile transmission or sent by electronic mail in PDF format addressed to:

- (i) If to the Seller to:

BGC Holdings Ltd.
2nd Floor Balmoral Hall,
Balmoral Gap, Hastings
Christ Church, Barbados
BB14034

Attention: Stephen Galbraith
Email: sgalbraith@barrick.com

with a copy to:

Barrick Gold Corporation
Brookfield Place
TD Canada Trust Tower
Suite 3700, P.O. Box 212
Toronto, Ontario, Canada M5J 2S1

Attention: Senior Vice President & General Counsel
Fax: 416.861.9717
Email: rhaddock@barrick.com

and to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario, Canada M5V 3J7

Attention: Melanie Shishler, Richard Fridman
Fax: 416.863.0871
Email: mshishler@dwpv.com, rfridman@dwpv.com

- (ii) If to the Parent Company, to:

Barrick Gold Corporation
Brookfield Place
TD Canada Trust Tower
Suite 3700, P.O. Box 212
Toronto, Ontario, Canada M5J 2S1

Attention: Senior Vice President & General Counsel
Fax: 416.861.9717
Email: rhaddock@barrick.com

with a copy to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario, Canada M5V 3J7

Attention: Melanie Shishler, Richard Fridman
Fax: 416.863.0871
Email: mshishler@dwpv.com; rfridman@dwpv.com

- (iii) If to the Purchaser, to:

RGLD GOLD AG
Baarerstrasse 71
6300 Zug
Switzerland
Attention: Jason Hynes, Vice President
Fax: +41 41 530 1280
Email: jhynes@rgldgoldag.ch

with a copy to:

Hogan Lovells US LLP
One Tabor Center
1200 Seventeenth Street, Suite 1500
Denver, CO 80202 USA
Attention: Paul Hilton, Kevin Burke
Fax: 303.899.7333

Any notice or other communication given in accordance with this Section 14.8, if delivered by hand as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery is received before 4:00 pm at the place of delivery; otherwise it shall be deemed to be validly and effectively given on the Business Day next following the date of delivery. Any notice of communication which is transmitted by facsimile transmission or electronic mail as aforesaid, shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was received before 4:00 pm at the place of receipt; otherwise it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

14.9 **Amendments**

This Agreement may not be changed, amended or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the Parties.

14.10 **Beneficiaries**

This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and, except as expressly contemplated herein, nothing herein is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature or kind whatsoever under or by reason of this Agreement.

14.11 **Entire Agreement**

This Agreement, the Power of Attorney and any other written agreements entered into on the date hereof among the Parties in furtherance of the obligations under this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, opinions, advice, assertions of fact, matters, undertakings or collateral agreements, express, implied or statutory, by or between the Parties (or by any of their respective employees, directors, officers, representatives or agents) other than as expressly set forth in this Agreement, the Power of Attorney or any other written agreements entered into on the date hereof among the Parties in furtherance of the obligations under this Agreement.

14.12 **Waivers**

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

14.13 **Successors and Assigns**

- (a) This Agreement shall enure for the benefit of and shall be binding on and enforceable by the Parties and their respective successors and permitted assigns.
- (b) Except as permitted in Section 6.8, neither the Seller nor the Parent Company shall sell, assign or otherwise transfer, in whole or in part, any of its respective rights and interests in, and obligations under this Agreement.
- (c) Subject to Section 7.1, the Purchaser shall be entitled at any time and from time to time to Transfer all or any part of this Agreement. Any such Transfer shall be subject to the delivery by the assignee to the Seller of a written agreement in form and substance satisfactory to the Seller acting reasonably, whereby the assignee acknowledges and assumes the obligations of the Purchaser to the Seller under this Agreement.

14.14 **Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

14.15 **Costs and Expenses**

Except as otherwise provided for in this agreement, all cost and expenses incurred by a Party shall be for its own account.

14.16 **Counterparts**

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic means or by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

BGC HOLDINGS LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

BARRICK GOLD CORPORATION

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

RGLD GOLD AG

Per: _____
Name: _____
Title: _____

SCHEDULE A
PROJECT FINANCING

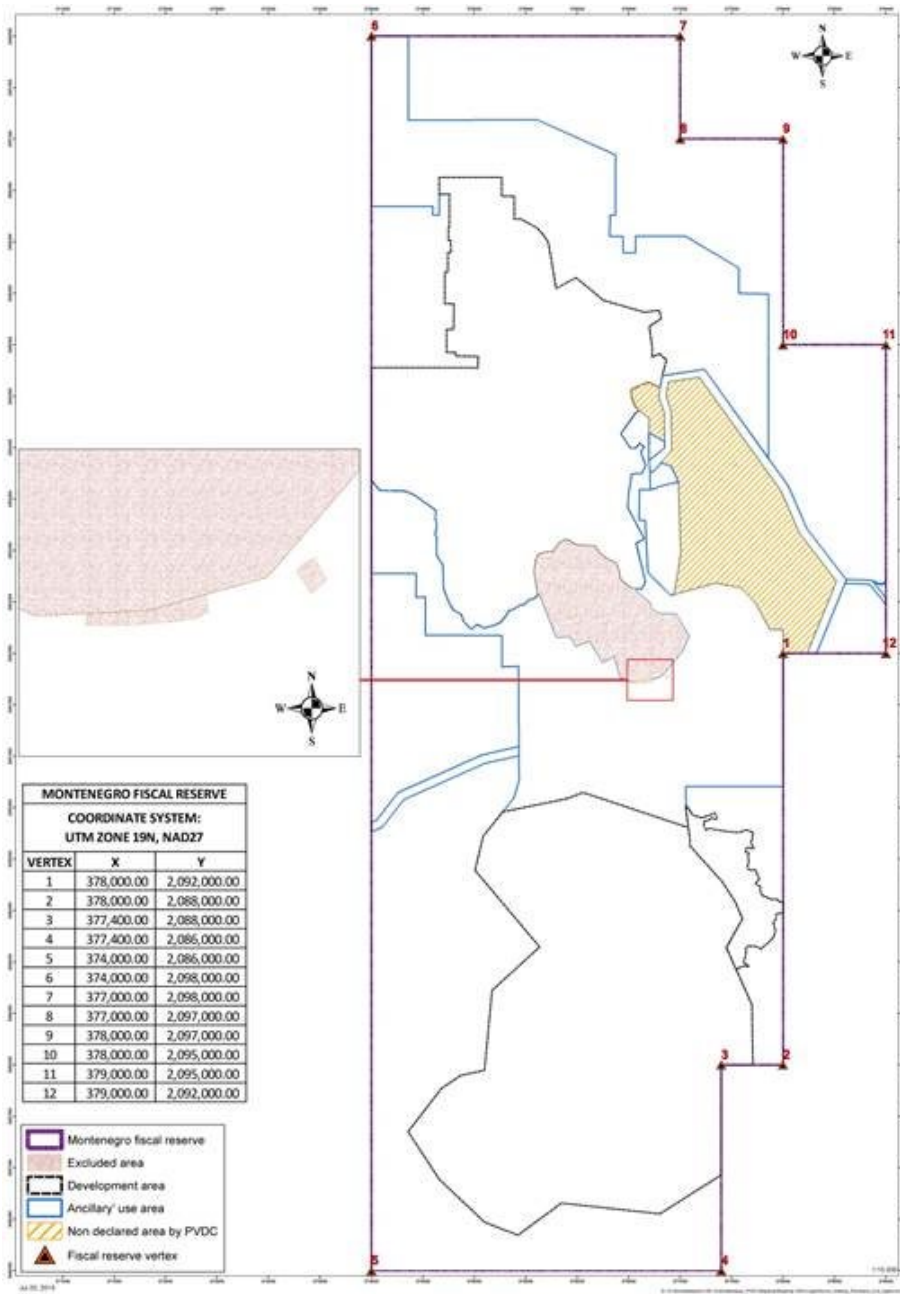
1. Common Terms Agreement;
 2. Common Security Agreement dated as of April 26, 2010 (the “ **Common Security Agreement** ”) among the Owner, Project Holdco, The Bank of Nova Scotia, The Bank of Nova Scotia Trust Company of New York, The Bank of Nova Scotia, New York Agency and The Bank of Nova Scotia, Dominican Republic Branch;
 3. The Security Documents set forth in Appendix A of the Common Security Agreement;
 4. Transfer Restrictions Agreement dated as of April 26, 2010 between the Parent Company, the Existing Partner and The Bank of Nova Scotia;
 5. Loan Agreement dated as of April 26, 2010 between the Owner and Export Development Canada and any promissory notes evidencing such loan;
 6. Ex-Im Bank Senior Loan Agreement dated as of April 26, 2010 among the Owner, Citibank, N.A., as Ex-Im Bank Facility Agent, and Export-Import Bank of the United States and any promissory notes evidencing such loan;
 7. Commercial Bank Senior Loan Agreement dated as of April 26, 2010 between the Owner, The Bank of Nova Scotia, as agent and the lenders from time to time party thereto and any promissory notes evidencing such loan;
 8. The Fee Letters set forth in Appendix A of the Common Terms Agreement;
 9. The Engagement Letters set forth in Appendix A of the Common Terms Agreement; and
 10. Political risk insurance policy issued by Export Development Canada as the insurer to The Bank of Nova Scotia as agent for the insured listed in the schedule of insureds on June 24, 2010.
-

SCHEDULE B
FISCAL RESERVE — UTM COORDINATES

UTM coordinates for the Fiscal Reserve:

Point	UTM Latitude	UTM Length
1	2,092,000.00	378,000.00
2	2,088,000.00	378,000.00
3	2,088,000.00	377,400.00
4	2,086,000.00	377,400.00
5	2,086,000.00	374,000.00
6	2,098,000.00	374,000.00
7	2,098,000.00	377,000.00
8	2,097,000.00	377,000.00
9	2,097,000.00	378,000.00
10	2,095,000.00	378,000.00
11	2,095,000.00	379,000.00
12	2,092,000.00	379,000.00

SCHEDULE C
MAP OF THE FISCAL RESERVE



SCHEDULE D
SELLER REPRESENTATIONS AND WARRANTIES

The Seller hereby represents and warrants to the Purchaser as at the date hereof and as at the Closing Date, except with respect to paragraphs (i) and (q) which are given only as of the Closing Date, as follows, except as otherwise set forth in the Disclosure Letter:

- (a) each of the Seller Group Entities is a company validly existing under the laws of its jurisdiction of incorporation and is up to date in respect of all filings required by law to maintain its existence;
 - (b) all requisite corporate acts and proceedings have been done and taken by it, including obtaining all requisite board of directors' approvals, with respect to entering into this Agreement and the Power of Attorney and performing its obligations hereunder and thereunder;
 - (c) it has the requisite corporate power, capacity and authority to enter into this Agreement and the Power of Attorney and to perform its obligations hereunder and thereunder;
 - (d) each of this Agreement and, upon execution, the Power of Attorney has been or will have been, as applicable, duly and validly executed and delivered by it and constitutes or will upon execution constitute, as applicable, a legal, valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (e) this Agreement and the Power of Attorney and the exercise of its rights and performance of its obligations hereunder and thereunder do not and will not, upon execution and delivery thereof, as applicable, (i) conflict with or result in a default under any agreement, mortgage, bond or other instrument to which any Seller Group Entity is a party or which is binding on its assets, (ii) conflict with its constating or constitutive documents, or (iii) conflict with or violate any Applicable Laws in effect as of the date on which such representation and warranty is given, except in the case of (i) or (iii) as would not reasonably be expected to have a Material Adverse Effect;
 - (f) no Approvals are required to be obtained by any Seller Group Entity in connection with the execution and delivery or the performance of this Agreement or the Power of Attorney or the transactions contemplated hereby or thereby, except as have been obtained or as would not reasonably be expected to have a Material Adverse Effect;
 - (g) (i) none of the Seller Group Entities is a party to any action, suit, proceeding, investigation or claim affecting or pertaining to the Project or any part thereof, except as would not reasonably be expected to have a Material Adverse Effect; and (ii) to the knowledge of the Seller, no such action, suit, proceeding, investigation or claim is threatened or outstanding;
-

- (h) none of the Seller Group Entities has received any notice of any Act of Expropriation proceeding or decision to expropriate all or any part of the Project and the Seller has no knowledge of any Act of Expropriation proceeding pending or threatened against or affecting all or any part of the Project nor of any discussions or negotiations which would reasonably be expected to lead to any such expropriation proceeding;
- (i) as of the Closing Date, the Reorganization has been completed and (i) the only asset of the Seller is the Barrick PV Interest and assets related thereto and (ii) the only liabilities of the Seller are (x) Indebtedness that is directly related to the Project or that was incurred in order to acquire Indebtedness of the Owner or Project Holdco related to the Project, in each case owed to certain Barrick Group Entities (including, for greater certainty, to facilitate Distributions by the Seller) and (y) Indebtedness to the Parent Company that was incurred in satisfaction of certain accrued cumulative dividends owing immediately prior to the effective time of such corporate reorganization on preference shares of the Seller held by the Parent Company;
- (j) none of the Seller Group Entities has suffered an Insolvency Event and the Seller has no knowledge of any circumstance which, with notice or the passage of time, or both, would give rise to an Insolvency Event with respect to any of them;
- (k) no Seller Group Entity is subject to any judgment, decree or order of any court applicable to the Project or its business except (individually or in the aggregate) as would not reasonably be expected to have a Material Adverse Effect. No Seller Group Entity has violated or failed to comply with any judgment, decree or order of any court applicable to the Project or its business except (individually or together with any such violations or failures) as would not reasonably be expected to have a Material Adverse Effect;
- (l) no Seller Group Entity is in breach or default under any agreement, mortgage, bond or other instrument to which it is a party or which is binding on its assets, and no event has occurred that with the passage of time would reasonably be expected to constitute such a breach or default, except in each case where the breach or default would not, or would not reasonably be expected to, have a Material Adverse Effect and the Seller has no knowledge of any material breach or default by any counterparty thereto or the inability of any counterparty to perform its obligations thereunder;
- (m) all of the issued and outstanding shares of the Seller are directly or indirectly owned by the Parent Company;
- (n) 60% of the issued and outstanding shares of Project Holdco are directly owned by the Seller;
- (o) all of the issued and outstanding shares of the Owner are directly owned by Project Holdco;

- (p) the Mineral Rights constitute all of the mining rights of the Owner in the Reserves and Resources of the Fiscal Reserve. The Owner holds good, marketable, and undivided, valid title to, or valid leasehold or license interests in, all Mineral Rights and Surface Rights (free and clear of all Encumbrances other than the Permitted Encumbrances) in each case that are currently required for the operation of the Project substantially as contemplated by the existing Mine Plan, except where failure to have such title, interest or rights would not, or would not reasonably be expected to, have a Material Adverse Effect;
- (q) as of the Closing Date, it has all right, title and interest in the Seller Shareholder Loans which, on the date of this Agreement, have an aggregate outstanding principal amount equal to *[Redacted]* ;
- (r) the Owner has obtained or been issued all authorizations, licenses, franchises, approvals, permits and consents of the Dominican Republic Governmental Authorities in each case necessary and advisable for the operation of the Project (within the current mining and processing rates) (collectively, the “ **Operating Approvals** ”) in all respects in accordance with the existing Mine Plan, other than those which are expected to be obtained in the ordinary course of business by the time they are required or those Operating Approvals, or the absence of which would not, or would not reasonably be expected to, have a Material Adverse Effect. The Seller Group Entities are in compliance in all material respects with all Operating Approvals and Applicable Laws (including environmental laws and anti-corruption laws or other laws prohibiting official or commercial bribery), except for any violations of such laws, rules, regulations and orders that are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in the publicly available financial statements of the Parent Company in accordance with applicable accounting principles. None of the Seller Group Entities has received any notice to the effect that, or has otherwise been advised that, it is not in material compliance with any Operating Approval, or any Applicable Laws (including without limitation environmental laws and anti-corruption laws or other laws prohibiting official or commercial bribery) and the Seller has no knowledge of any circumstances that are likely to result in a material violation of any Operating Approvals or any Applicable Laws;
- (s) the Project is being operated substantially in accordance with the Mine Plan;
- (t) the Owner possesses all rights to mine the Fiscal Reserve’s ore bodies as contemplated by the Special Lease Agreement and Applicable Law and these rights are sufficient to permit the ongoing operation of the Project as contemplated by the Mine Plan;

* [Redacted] * indicates confidential information that has been omitted in reliance on Rule 24b-2 of the Securities Exchange Act of 1934. The confidential information has been submitted separately to the U.S. Securities and Exchange Commission.

- (u) the Owner has paid all material Taxes, fees, assessments, rents or other amounts owed in respect of the Mineral Rights and Surface Rights. Notwithstanding the foregoing, the Owner has paid all Taxes, fees, assessments, rents or other amounts necessary to keep the Mineral Rights and Surface Rights in good standing;
- (v) the Seller is entering into and performing this Agreement on its own account and not as trustee or a nominee of any other person. No brokerage, agency or finder's fee or commission is payable to any broker, agent or other intermediary engaged to act on behalf of the Barrick Group Entities in connection with the transactions contemplated by this Agreement other than those which shall be paid by the Parent Company;
- (w) since December 31, 2014, the business, properties, assets, liabilities (contingent or otherwise), condition (financial or otherwise), capitalization, operation or results of operations of any Seller Group Entity, have, to the Seller's knowledge, not been affected by any change, effect, event or occurrence (whether or not insured against) which would reasonably be expected to have a Material Adverse Effect; and
- (x) subject only to the rights of any Governmental Authority, no person is entitled to or has been granted any rent or royalty, or other payment in the nature of rent or royalty on or for any Minerals.

SCHEDULE E
PARENT COMPANY REPRESENTATIONS AND WARRANTIES

The Parent Company hereby represents and warrants to the Purchaser as at the date hereof and as at the Closing Date as follows:

- (a) it is a company validly existing under the laws of its jurisdiction of incorporation and is up to date in respect of all filings required by law to maintain its existence;
 - (b) all requisite corporate acts and proceedings have been done and taken by the Parent Company, including obtaining all requisite board of directors' approvals, with respect to entering into this Agreement and performing its obligations hereunder;
 - (c) it has the requisite corporate power, capacity and authority to enter into this Agreement and to perform its obligations hereunder; and
 - (d) this Agreement has been duly and validly executed and delivered by the Parent Company and constitutes a legal, valid and binding obligation of the Parent Company, enforceable against it in accordance with its terms.
-

SCHEDULE F
PURCHASER REPRESENTATIONS AND WARRANTIES

The Purchaser hereby represents and warrants to the Seller and the Parent Company as at the date hereof and as at the Closing Date as follows:

- (a) the Purchaser is a company validly existing under the laws of its jurisdiction of incorporation and is up to date in respect of all filings required by law to maintain its existence;
 - (b) all of the issued and outstanding shares of the Purchaser are directly or indirectly owned by the Purchaser Parent;
 - (c) all requisite corporate acts and proceedings have been done and taken by the Purchaser including obtaining all requisite board of directors' approvals, with respect to entering into this Agreement and performing its obligations hereunder;
 - (d) it has the requisite corporate power, capacity and authority to enter into this Agreement and to perform its obligations hereunder;
 - (e) this Agreement has been duly and validly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms;
 - (f) this Agreement and the exercise of the rights and performance of the obligations of the Purchaser hereunder do not and will not, (i) conflict with or result in a default under any agreement, mortgage, bond or other instrument to which it is a party or which is binding on its assets, (ii) conflict with its constituting or constitutive documents, or (iii) conflict with or violate any Applicable Law, except in the case of (i) or (iii) as would not reasonably be expected to have a material adverse effect on it or the performance of its obligations under this Agreement;
 - (g) no Approvals are required to be obtained by the Purchaser in connection with the execution and delivery or the performance of this Agreement or the transactions contemplated hereby, except as would not reasonably be expected to have a material adverse effect on it or the performance of its obligations under this Agreement;
 - (h) it has not suffered an Insolvency Event, nor does it have knowledge of any circumstance which, with notice or the passage of time, or both, would give rise to an Insolvency Event with respect to it;
 - (i) it is resident for tax purposes in the jurisdiction of its incorporation, is not resident in the Dominican Republic, does not have a permanent establishment in the Dominican Republic and does not carry on business in the Dominican Republic;
-

- (j) it has not violated or failed to comply with any Applicable Law, or any judgment, decree or order of any court, applicable to its business, except where the aggregate of all such violations or failures to comply would not reasonably be expected to have a material adverse effect on the Purchaser or the performance of its obligations under this Agreement. The Purchaser has not received any notice to the effect that, or otherwise been advised that, it is not in compliance with any Applicable Law, and it does not know of any currently existing circumstances that are likely to result in the violation of any Applicable Law, which non-compliance or violation would reasonably be expected to have a material adverse effect on it or the performance of its obligations under this Agreement; and
- (k) the Purchaser is entering into and performing this Agreement on its own account and not as trustee or a nominee of any other person. No brokerage, agency or finder's fee or commission is payable to any broker, agent or other intermediary engaged to act on behalf of the Purchaser or Purchaser Parent in connection with the transactions contemplated by this Agreement other than those which shall be paid by the Purchaser or Purchaser Parent.

SCHEDULE G
DISPUTE RESOLUTION

The following rules and procedures shall apply with respect to any matter to be arbitrated by the Parties under the terms of the Agreement.

1. Initiation of Arbitration Proceedings

- (a) If any Party to this Agreement wishes to have any matter under this Agreement arbitrated in accordance with the provisions of this Agreement, it shall give notice to the other Party hereto specifying particulars of the matter or matters in dispute and proposing the name of the person it wishes to be the single arbitrator. Within 20 days after receipt of such notice, the other Party to this Agreement shall give notice to the first Party advising whether such Party accepts the arbitrator proposed by the first Party. If such notice is not given within such 20-day period, the other Party shall be deemed to have accepted the arbitrator proposed by the first Party. If the Parties do not agree upon a single arbitrator within such 20-day period such arbitrator shall be chosen by a judge of the Commercial List upon application by either Party and, for such purpose, each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Commercial List.
- (b) The individual selected as arbitrator (the “ **Arbitrator** ”) shall be qualified by experience to decide the matter in dispute. The Arbitrator shall be at arm’s length from both Parties and shall not be a member of the audit or legal firm or firms who advise either Party, nor shall the Arbitrator be a person who is otherwise regularly retained by either of the Parties.

2. Submission of Written Statements

Within 20 days of the appointment of the Arbitrator, the Party initiating the arbitration (the “ **Claimant** ”) shall send the other Party (the “ **Respondent** ”) a statement of claim setting out in sufficient detail the facts and any contentions of law on which it relies, and the relief that it claims.

- (i) Within 15 days of the receipt of the statement of claim, the Respondent shall send the Claimant a statement of defence stating in sufficient detail which of the facts and contentions of law in the statement of claim it admits or denies, on what grounds, and on what other facts and contentions of law it relies.
 - (ii) Within ten days of receipt of the statement of defence, the Claimant may send the Respondent a statement of reply.
 - (iii) After submission of all the statements, the Arbitrator will give directions for the further conduct of the arbitration.
-

3. Meetings and Hearings

- (a) The arbitration shall take place in Toronto, Ontario or in such other place as the Claimant and the Respondent shall agree upon in writing. The arbitration shall be conducted in English unless otherwise agreed by such Parties and the Arbitrator. Subject to any adjournments which the Arbitrator allows, the final hearing will be continued on successive working days until it is concluded.
- (b) All meetings and hearings will be confidential unless the Parties otherwise agree.
- (c) Any Party may be represented at any meetings or hearings by legal counsel.
- (d) Each Party may examine and (following cross-examination by the other Party) re-examine all its witnesses at the arbitration. Each Party will have the opportunity to cross-examine all the other Party's witnesses at the arbitration.

4. The Decision

- (a) The Arbitrator will make a decision in writing and, unless the Parties otherwise agree, will set out reasons for decision in the decision.
- (b) The Arbitrator will send the decision to the Parties as soon as practicable after the conclusion of the final hearing, but in any event no later than 60 days thereafter, unless that time period is extended for a fixed period by the Arbitrator on written notice to each Party because of illness or other cause beyond the Arbitrator's control.
- (c) The decision shall determine and award costs.
- (d) In the event either Party initiates any court proceeding in respect of the decision of the Arbitrator or the matter arbitrated, such Party, if unsuccessful in the court proceeding, shall pay the other Party's costs of such proceedings on a substantial indemnity basis.

5. Jurisdiction and Powers of the Arbitrator

- (a) By submitting to arbitration under these rules and procedures, the Parties shall be taken to have conferred on the Arbitrator the following jurisdiction and powers, to be exercised at the Arbitrator's discretion subject only to these rules and procedures, the Arbitration Rules and the relevant law with the object of ensuring the just, expeditious, economical and final determination of the dispute referred to arbitration.
- (b) Without limiting the jurisdiction of the Arbitrator at law, the Parties agree that the Arbitrator shall have jurisdiction to:
 - (i) determine any question of law arising in the arbitration;

- (ii) determine any question as to the Arbitrator's jurisdiction;
- (iii) determine any question of good faith, dishonesty or fraud arising in the dispute;
- (iv) order any Party to furnish further details of that Party's case, in fact or in law;
- (v) proceed in the arbitration notwithstanding the failure or refusal of any Party to comply with these Rules or with the Arbitrator's orders or directions, or to attend any meeting or hearing, but only after giving that Party written notice that the Arbitrator intends to do so;
- (vi) receive and take into account such written or oral evidence tendered by the Parties as the Arbitrator determines is relevant, whether or not strictly admissible in law;
- (vii) make one or more interim awards;
- (viii) hold meetings and hearings, and make a decision (including a final decision) in Toronto, Ontario or elsewhere with the concurrence of the Parties thereto;
- (ix) order the Parties to produce to the Arbitrator, and to each other for inspection, and to supply copies of, any documents or other evidence or classes of documents in their possession or power which the Arbitrator determines to be relevant; and
- (x) make interim orders to secure all or part of any amount in dispute in the arbitration.

6. Confidentiality

- (a) The arbitration, including any settlement discussions between the Parties related to the subject matter of the arbitration shall be conducted on a private and confidential basis and any and all information exchanged and disclosed during the course of the arbitration shall be used only for the purposes of the arbitration. Neither Party shall communicate any information obtained or disclosed during the course of the arbitration to any third party except to those experts or consultants employed or retained by, or consulted about retention on behalf of, such Party in connection with the arbitration and solely to the extent necessary for assisting in the arbitration, and only after such persons have agreed to be bound by these confidentiality conditions.
- (b) The award of the Arbitrator and any reasons for the decision of the Arbitrator shall also be kept confidential except (i) as may reasonably be necessary to obtain enforcement thereof; (ii) for either Party to comply with its disclosure obligations under Applicable Law; (iii) to permit the Parties to exercise properly their rights

under the Arbitration Rules; and (iv) to the extent that disclosure is required to allow the Parties to consult with their professional advisors.

- (c) In the event that any information related to the arbitration or the award of the Arbitrator is required to be disclosed by a Party or the Purchaser Parent (each, a “ **Disclosing Party** ”) to comply with Applicable Law (including the Disclosing Party’s disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements) or court order, the Disclosing Party shall (or, in the case of required disclosure by the Purchaser Parent, the Purchaser shall cause the Purchaser Parent to) (i) promptly notify the other Party of such disclosure, (ii) limit such disclosure to only that information so required to be disclosed and (iii) have availed itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which it may be entitled including, to the extent permitted by Applicable Laws, redacting all proprietary, structural or other Confidential Information of any Party prior to making such disclosure and, where practicable, only following prior review of the Party which originally disclosed such information to the Disclosing Party.

7. Appeals

- (a) Any Party may appeal the decision of the Arbitrator on a question of law.
- (b) The Parties agree that any and all appeals of any award of the Arbitrator shall be to an appellate arbitrator (the “ **Appellate Arbitrator** ”) who, unless the Parties agree otherwise, shall be a former Justice of the Supreme Court of Canada or the Ontario Court of Appeal selected by a judge of the Commercial List upon application by either Party and, for such purpose, each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Commercial List.
- (c) The Parties further agree that an appeal to the Appellate Arbitrator must be commenced within ten days following receipt by all Parties in accordance with Section 14.8 of the award appealed from by serving a notice of appeal (“ **Notice of Appeal** ”) on the opposite Party in accordance with Section 14.8.
- (d) A Notice of Appeal shall be in writing and shall set out in concise form the award being appealed from and the grounds of appeal.
- (e) An appealing Party must serve and file with the Appellate Arbitrator, within twenty days after transmittal of the award, a written brief, not to exceed twenty pages, stating the reasons why the Arbitrator’s decision should be reversed or modified.
- (f) The opposing Party shall serve and file with the Appellate Arbitrator, within twenty days after receiving the appeal brief, an opposition brief, not to exceed twenty pages.

- (g) Either Party may request oral argument which shall be conducted within fourteen days following the submission of the final brief or as soon thereafter as the Appellate Arbitrator directs.
- (h) The appeal shall be based only on the record of the initial hearing and oral argument, if any.
- (i) The Parties agree that neither Party will have any rights of appeal or review of a decision of the Appellate Arbitrator except as provided herein.

SCHEDULE H
FORM OF POWER OF ATTORNEY

This power of attorney is made on _____, 2015 by **BGC HOLDINGS LTD**., a company incorporated with limited liability under the laws of the Cayman Islands, with an office located at 2nd Floor Balmoral Hall, Balmoral Gap, Hastings, Christ Church, Barbados, BB14034 (the “**Principal**”).

WHEREAS pursuant to a precious metals purchase and sale agreement dated as of August _____, 2015 (as such agreement may amended, restated, supplemented, modified or superseded from time to time, the “**Purchase and Sale Agreement**”), the Principal has, *inter alia*, agreed to sell to the Attorney (as defined below), and the Attorney has agreed to purchase from the Principal, an amount of Refined Gold and Refined Silver (each as defined in the Purchase and Sale Agreement) that is equal to Payable Gold and Payable Silver (each as defined in the Purchase and Sale Agreement), subject to and in accordance with the terms and conditions of the Purchase and Sale Agreement;

AND WHEREAS the Principal holds the Collection Account (as defined in the Purchase and Sale Agreement), being the account identified in Appendix “A” hereto, with [*account bank*] (the “**Account Bank**”) in connection with the transactions contemplated under, and the Principal’s obligations to the Attorney pursuant to, the Purchase and Sale Agreement;

AND WHEREAS the Account Bank has been authorized and directed, by issue of a notice dated on or about the date hereof, to act on any written instructions given to it by the Attorney in furtherance of the matters set out in this power of attorney;

AND WHEREAS the Principal has agreed under the Purchase and Sale Agreement to grant a power of attorney to the Attorney in order to enable the Attorney, following the occurrence and during the pendency of a Seller Event of Default (as defined under the Purchase and Sale Agreement), to withdraw and to have use of the cash in the Collection Account solely to purchase Refined Gold and/or Refined Silver for and on behalf of the Principal in such amounts as required to satisfy the Principal’s then accrued and due obligations to deliver Payable Gold or Payable Silver to the Attorney (the “**Collection Account Right**”).

1. APPOINTMENT AND POWERS

The Principal appoints **RGLD GOLD AG**, a corporation existing under the laws of Switzerland, whose principal office is located at Baarerstrasse 71, 6300 Zug, Switzerland and its substitutes as its attorney (together with its successors and permitted assigns, the “**Attorney**”) and in the Principal’s name and on its behalf to :

- (a) following the occurrence and during the pendency of a Seller Event of Default to withdraw amounts from the Collection Account and apply any amounts so withdrawn solely to purchase on behalf of the Principal Refined Gold and/or Refined Silver in such amounts as required to satisfy the Principal’s then accrued and due obligations to deliver Payable Gold or Payable Silver to the Attorney in accordance with the Purchase and Sale Agreement; and
-

(b) communicate with, give notice to, and instruct with respect to the Attorney's rights hereunder, the Account Bank.

2. DELEGATION BY CORPORATE ATTORNEY

The Attorney may delegate one or more of the powers conferred on the Attorney by this power of attorney to an officer or officers appointed for that purpose by the board of directors of the Attorney by resolution or otherwise from time to time. Attached as Appendix "B" to this power of attorney is a certificate executed by the Attorney setting out the names and titles of the officers of the Attorney who have been appointed by the board of directors of the Attorney for such purpose as of the date hereof, together with copies of their specimen signatures, provided that the Attorney shall be entitled to change such officers from time to time by notice in writing given the Account Bank.

3. POWER IRREVOCABLE

This power of attorney shall be irrevocable save with the consent of the Attorney and is given to assure the performance of obligations to which this power of attorney relates owed by the Principal to the Attorney under the Purchase and Sale Agreement.

4. RATIFICATION

The Principal undertakes to ratify and confirm whatever the Attorney purports to do in compliance with this power of attorney in good faith in the exercise of any power conferred by this power of attorney.

5. NOTICE TO ACCOUNT BANK

The Principal undertakes to give the Account Bank notice of this power of attorney in the form attached as Appendix "C" hereto and to use its reasonable best efforts to procure an acknowledgement thereof by the Account Bank.

6. VALIDITY

The Principal declares that a person who deals with the Attorney in good faith, including the Account Bank, may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

7. GOVERNING LAW AND JURISDICTION

This power of attorney and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The Principal irrevocably agrees that, except as set forth in the following sentence, the courts of England and Wales shall have non-exclusive jurisdiction to settle any Disputes, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. Notwithstanding the foregoing, the Principal may elect, and agrees that the Attorney may elect, in either case at any time by notice in

writing given to the other party in accordance with the Purchase and Sale Agreement, to refer any Dispute to arbitration in accordance with the provisions of Section 13.2 of the Purchase and Sale Agreement, *mutatis mutandis* . For the purposes of this paragraph, “ **Dispute** ” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this power of attorney, including a dispute regarding the existence, formation, validity, interpretation, breach, performance or termination of this power of attorney or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this power of attorney.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED and delivered

)

as a DEED by

)

BGC HOLDINGS LTD.

)

acting by

)

a director, in the presence of:

)

Director

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

APPENDIX A

Details of Collection Account

Account Holder	Account Number	Sort Code
BGC Holdings Ltd.	[]	[]

APPENDIX B

Certificate of Incumbency

Name	Function	Signature
Tony Jensen	Chairman of the Board	
Stefan Wenger	Vice-Chairman of the Board	
Martin Weber	Secretary and Member of the Board	
Robert J. Weber	Member of the Board	
Bruce C. Kirchhoff	Vice President	
Jason Hynes	Vice President	
Zug, , 2015		

Vice Chairman of the Board
Stefan Wenger

I, Martin Weber, Secretary and Member of the Board of Directors of the Company, hereby certify in my capacity as Secretary and Member of the Board of Directors, and not in my personal capacity and without incurring personal liability, that Stefan Wenger is the Vice-Chairman of the Board of Directors of the Company and that the signature appearing above is the signature of Stefan Wenger.

Zug, , 2015

Martin Weber
Secretary and Member of the Board of Directors

APPENDIX C

Form of Notice to Account Bank

Account Notice

To: [*account bank*] (the “ **Account Bank** ”)
[*address*]

Dated: _____

Dear Sirs

Re: Collection Account

We notify you that BGC Holdings Ltd. (the “ **Principal** ”) has granted to RGLD Gold AG (the “ **Attorney** ”) a power of attorney (copy attached) in respect of the account identified therein (the “ **Collection Account** ”).

We irrevocably authorise and instruct you:

1. promptly following your receipt of written instructions from the Attorney to such effect:
 - (a) to hold all monies from time to time standing to the credit of the Collection Account to the order of the Attorney and to pay all or any part of those monies to the Attorney (or as it may direct); and
 - (b) to follow any instructions, directions or notices given to you by the Attorney in respect of the Collection Account, and to refrain from following any instructions, directions or notices given to you by the Principal in respect of the Collection Account; and
2. after the Attorney has given you an initial written instruction referred to in paragraph 1 above, in respect of the Collection Account (an “ **Initial Instruction** ”), to disclose to the Attorney information in respect of the balance of the Collection Account which the Attorney may from time to time request you to provide.

We also advise you that:

1. by counter-signing this notice, the Attorney confirms that the Principal may make withdrawals from the Collection Account until such time as the Attorney shall notify you (with a copy to the Principal) in writing that their permission is withdrawn. That
-

permission may be withdrawn or modified by the Attorney by way of an Initial Instruction given in its absolute discretion at any time; and

2. the provisions of this notice may only be revoked or varied with the prior written consent of the Attorney, not to be unreasonably withheld or delayed.

Please sign and return the enclosed copy of this notice to the Attorney (with a copy to the Principal) by way of your confirmation that:

1. you agree to act in accordance with the provisions of this notice; and
2. you have not received notice that the Principal has granted a power of attorney or otherwise granted any interest over the Collection Account or monies standing to its credit in favour of any third party.

You shall not be required to comply with any instruction from the Attorney unless and until the Attorney has provided to you such evidence of the authority of the person providing instructions to you on behalf of the Attorney as you may reasonably require.

We agree that you are not bound to enquire whether the right of any person (including, but not limited to, the Attorney) to operate or withdraw any monies from the Collection Account has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) notice to the contrary or (C) to be responsible for the application of any monies received by such person (including, but not limited to, the Attorney). Further, we agree that you shall have no liability for having acted on instructions from any person (including, but not limited to, the Attorney) which on their face appear to be genuine, and which comply with the latest bank mandate held by you or relevant electronic banking system procedures in the case of an electronic instruction, and you, as account bank, shall not be deemed to be a trustee for the Principal or the Attorney of the Collection Account.

We further agree that you may, on the provision of 30 days prior written notice, to the Principal and the Attorney at the addresses set out below, provide notice of your intention to, and close the Collection Account.

This notice and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

Yours faithfully,

for and on behalf of
BGC Holdings Ltd.
2nd Floor, Balmoral Hall
Balmoral Gap, Hastings
Christchurch, Barbados
BB 14034

Attention: Stephen Galbraith
Email: sgalbraith@barrick.com

With a copy to:

Barrick Gold Corporation
Brookfield Place
TD Canada Trust Tower
Suite 3700, P.O. Box 212
Toronto, Ontario, Canada
M5J 2S1

Counter-signed by

for and on behalf of
RGLD Gold AG

On acknowledgement copy:

To: RGLD Gold AG
Baarerstrasse 71
6300 Zug
Switzerland
Attention: Jason Hynes, Vice President
Facsimile: +41 41 530 1280
Email: jhynes@rgldgoldag.ch

Copy to: BGC Holdings Ltd.

We acknowledge receipt of the above notice and confirm the matters set out above.

for and on behalf of
[*account bank*]

Dated: _____

Executive Officer

Grant No.: XX- -RS-1

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT

Royal Gold, Inc., a Delaware corporation (the “Company”), hereby grants shares of its common stock, \$.01 par value (the “Stock”), to the Grantee named below, subject to the restrictions and vesting conditions set forth in the attachment. Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Company’s 2004 Omnibus Long-Term Incentive Plan (the “Plan”).

Grant Date:**Name of Grantee:****Grantee’s Social Security Number:**

**Number of Shares of Stock Covered by
Grant:**

Purchase Price per Share of Stock: **Par value, paid by services previously rendered**

By signing this cover sheet, you agree to all of the terms and conditions described in the attached Agreement and in the Plan, a copy of which is also available upon request to the Secretary. You acknowledge that you have carefully reviewed the Plan, and agree that the Plan will control in the event any provision of this Agreement should appear to be inconsistent.

Grantee: _____
 (Signature)

Company: _____
 (Signature)

Title: _____

Attachment

This is not a stock certificate or a negotiable instrument.

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT

**Restricted Stock/
Nontransferability**

This grant is an award of restricted Stock ("Restricted Stock") in the number of shares set forth on the cover sheet. The per share purchase price of par value has been satisfied by your prior service to the Company. The grant is subject to the vesting conditions described below. To the extent not yet vested, your Restricted Stock may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Restricted Stock be made subject to execution, attachment or similar process.

The Company will issue your Restricted Stock in your name as of the Grant Date.

Issuance and Vesting

Your right to vest in the Stock under this Restricted Stock grant is subject to satisfaction of both the Performance-Based Vesting Condition and the time-based vesting condition set forth below.

Performance-Based Vesting Condition. In order for you to vest in any of the shares of Restricted Stock covered by this grant, the Company must obtain net revenue for fiscal year of \$, holding metal prices constant and excluding revenue from the Voisey's Bay net smelter return royalty (the "Performance-Based Vesting Condition"). If the Performance-Based Vesting Condition is not satisfied for fiscal , all of the shares of Stock underlying this Restricted Stock grant will be forfeited.

Time-Based Vesting Condition. Provided that the Performance-Based Vesting Condition is satisfied, your right to vest in the Stock under this Restricted Stock Grant vests as to one-third of the total number of shares covered by this grant, as shown on the cover sheet, on each of the third, fourth and fifth anniversaries of the Grant Date (each a "Vesting Date"), provided you then continue in Service. If, however, such Vesting Date occurs during a period in which you are (i) subject to a lock-up agreement restricting your ability to sell shares of Stock in the open market, or (ii) restricted from selling shares of Stock in the open market because you are not then eligible to sell under the Company's insider trading or similar plan as then in effect (whether because a trading window is not open or you are otherwise restricted from trading), vesting in such shares of Stock will be delayed until the earlier of (A) the first date on which you are no longer prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you or (B) either the date of your involuntary termination of your Service by the Company or a Subsidiary, your death or your Disability (the earlier of the dates in clause (A) and (B) shall be the "Deferred Vesting Date"), and provided, further, that you have been continuously in Service to the Company or a Subsidiary from the Grant Date until the Deferred Vesting Date.

If the Deferred Vesting Date is determined pursuant to clause (B) above, you are prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you on the Deferred Vesting Date and you meet the continuous Service requirements, then, to the extent legally permitted under the General Corporation Law of the State of Delaware and other applicable law, you may elect to satisfy any obligations to pay any Federal, state, or local taxes of any kind required by law to be withheld with respect to the vesting of or other lapse of restrictions applicable to such an Award, in whole or in part, (x) by causing the Company or its Affiliate to withhold shares of Stock otherwise issuable to you or (y) by delivering to the Company or its Affiliate shares of Stock already owned by you. The shares of Stock so delivered or withheld shall have an aggregate Fair Market Value equal to such withholding obligations. In no case shall the shares withheld or delivered exceed the minimum required Federal, state, and FICA statutory withholding rates. The Fair Market Value of the shares of Stock used to satisfy such withholding obligation shall be determined by the Company or its Affiliate as of the date that the amount of tax to be withheld is to be determined. If you make an election pursuant to the forgoing sentence, you may satisfy your withholding obligation only with shares of Stock that are not subject to any repurchase,

forfeiture, unfulfilled vesting, or other similar requirements.

Termination after Long-Term Service

Notwithstanding the foregoing vesting schedule, if you incur a termination of Service by the Company other than for “Cause” (as defined in the Employment Agreement), at any time after (i) the Performance-Based Vesting Condition has been satisfied, and (ii) you have provided fifteen (15) years of Service to the Company, you shall be one hundred percent (100%) vested in the Restricted Stock as of the date of such termination of Service.

Termination without Cause, Good Reason or Non-Renewal of Employment Agreement; Change of Control

Notwithstanding the foregoing vesting schedule, if (i) the Company terminates your Service or your Employment Agreement without “Cause” (as defined in your Employment Agreement) during the term of your Employment Agreement, (ii) you terminate your Service or your Employment Agreement for “Good Reason” (as defined in your Employment Agreement) during the term of your Employment Agreement, or (iii) your Service is terminated upon the Company’s election not to renew the term for one of the four successive one-year renewal terms pursuant to Section 2 of your Employment Agreement, and both (A) any such termination of Service or your Employment Agreement occurs after the Performance-Based Vesting Condition has been satisfied, and (B) any such termination does not occur within the period of time beginning ninety (90) days prior to and ending two (2) years after the occurrence of a “Change of Control” (as defined in your Employment Agreement), then, you will be vested as of the date of your termination in a prorated portion of shares of Restricted Stock subject to this Agreement calculated by dividing (x) the number of days that you have remained in the Service of the Company between the Grant Date and the termination date, by (y) the number of days required for you to fully vest in this grant of Restricted Stock as set forth in the section entitled “Issuance and Vesting” above. The resulting aggregate number of vested shares will be rounded to the nearest whole number, and you cannot vest in more than the number of shares set forth on the cover sheet.

If (i) the Company terminates your Service or your Employment Agreement without “Cause” (as defined in your Employment Agreement) during the term of your Employment Agreement, (ii) you terminate your Service or your Employment Agreement for “Good Reason” (as defined in your Employment Agreement) during the term of your Employment Agreement, or (iii) your Service is terminated upon the Company’s election not to renew the term for one of the four successive one-year renewal terms pursuant to Section 2 of your Employment Agreement, and both (A) any such termination of Service or your Employment Agreement occurs after the Performance-Based Vesting Condition has been satisfied, and (B) any such termination occurs within the period of time beginning ninety (90) days prior to and ending two (2) years after the occurrence of a “Change of Control” (as defined in your Employment Agreement), then, you will be one hundred percent (100%) vested in the number of shares of Restricted Stock set forth on the cover sheet as of the date of your termination.

As used herein, the term “Employment Agreement” shall mean that certain Employment Agreement between you and the Company dated _____, as the same may be amended after the date hereof.

Forfeiture of Unvested Stock Escrow

In the event that your Service terminates for any reason, except as provided above in the sections entitled “Termination after Long-Term Service” and “Termination without Cause, Good Reason or Non-Renewal of Employment Agreement; Change of Control,” you will forfeit all of the shares of Restricted Stock that have not yet vested. For the avoidance of doubt, if you incur a termination of Service for any reason prior to the satisfaction of the Performance-Based Vesting Condition, you will forfeit all of the shares of Restricted Stock and will not thereafter vest in any shares of Restricted Stock.

The certificates for the Restricted Stock shall be deposited in escrow with the Secretary of the Company to be held in accordance with the provisions of this paragraph. Each deposited certificate shall be accompanied by a duly executed Assignment Separate from Certificate in the form attached hereto as Exhibit A. The deposited certificates shall remain in escrow until such time or times as the certificates are to be released or otherwise surrendered for cancellation as discussed below. Upon delivery of the certificates to the Company, you shall

be issued an instrument of deposit acknowledging the number of shares of Restricted Stock delivered in escrow to the Secretary of the Company.

All regular cash dividends on the Restricted Stock (or other securities at the time held in escrow) shall be paid directly to you and shall not be held in escrow. However, in the event of any stock dividend, stock split, recapitalization or other change affecting the Company's outstanding common stock as a class effected without receipt of consideration or in the event of a stock split, a stock dividend or a similar change in the Company Stock, any new, substituted or additional securities or other property which is by reason of such transaction distributed with respect to the Restricted Stock shall be immediately delivered to the Secretary of the Company to be held in escrow hereunder, but only to the extent the Restricted Stock is at the time subject to the escrow requirements hereof.

The shares of Restricted Stock held in escrow hereunder shall be subject to the following terms and conditions relating to their release from escrow or their surrender to the Company for repurchase and cancellation:

As your interest in the shares vests as described above, the certificates for such vested shares shall be released from escrow and delivered to you, at your request, within thirty (30) days following each vesting date.

- Upon termination of your Service, any escrowed shares in which you are at the time vested shall be promptly released from escrow.
- Should the Company exercise its rights to cause a forfeiture with respect to any unvested shares (as described below in the section entitled "Forfeiture of Rights") held at the time in escrow hereunder, then the escrowed certificates for such unvested shares shall be surrendered to the Company for cancellation, and you shall have no further rights with respect to such shares of Restricted Stock.
- Should the Company elect not to exercise its right to cause a forfeiture with respect to any shares (as described below in the section entitled "Forfeiture of Rights") held at the time in escrow hereunder, then the escrowed certificates for such shares shall be surrendered to you.

Withholding Taxes

You agree, as a condition of this grant, that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the vesting of Restricted Stock acquired under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to the vesting of shares arising from this grant, the Company shall have the right to: (i) require such payments from you; (ii) withhold such amounts from other payments due to you from the Company or any Affiliate; or (iii) cause an immediate forfeiture of shares of Restricted Stock granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

Section 83(b) Election

Under Section 83 of the Internal Revenue Code of 1986, as amended (the "Code"), the difference between the purchase price paid for the shares of Restricted Stock and their fair market value on the date any forfeiture restrictions applicable to such shares lapse will be reportable as ordinary income at that time. For this purpose, "forfeiture restrictions" include the Company's Repurchase Right or forfeiture as to unvested Restricted Stock described above. You may elect to be taxed at the time the shares are acquired, rather than when such shares cease to be subject to such forfeiture restrictions, by filing an election under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days after the Grant Date. You will have to make a tax payment to the extent the purchase price is less than the fair market value of the shares on the Grant Date. No tax payment will have to be made to the extent the purchase price is at least equal to the fair market value of the shares on the Grant Date. The form for making this election is attached as Exhibit B hereto. Failure to make this filing within the thirty (30) day period will result in the recognition of ordinary income by you (in the event the fair market value of the shares as of the vesting date exceeds the purchase price) as the forfeiture restrictions lapse.

YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE COMPANY'S, TO FILE A TIMELY ELECTION UNDER SECTION 83(b), EVEN IF YOU REQUEST THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON YOUR BEHALF. YOU ARE RELYING SOLELY ON YOUR OWN ADVISORS WITH RESPECT TO THE DECISION AS TO WHETHER OR NOT TO FILE ANY 83(b) ELECTION.

Retention Rights

This Agreement does not give you the right to be retained by the Company (or any Parent, Subsidiaries or Affiliates) in any capacity. The Company (and any Parent, Subsidiaries or Affiliates) reserves the right to terminate your Service at any time and for any reason.

Shareholder Rights

You have the right to vote the Restricted Stock and to receive any dividends declared or paid on such stock. Any distributions you receive as a result of any stock split, stock dividend, combination of shares or other similar transaction shall be deemed to be a part of the Restricted Stock and subject to the same conditions and restrictions applicable thereto. The Company may in its sole discretion require any dividends paid on the Restricted Stock to be reinvested in shares of Stock, which the Company may in its sole discretion deem to be a part of the shares of Restricted Stock and subject to the same conditions and restrictions applicable thereto. Except as described in the Plan, no adjustments are made for dividends or other rights if the applicable record date occurs before your stock certificate is issued.

Forfeiture of Rights

If you should take actions in competition with the Company, the Company shall have the right to cause a forfeiture of your rights, including, but not limited to: (i) a forfeiture of any outstanding unvested Restricted Stock, and (ii) with respect to the period commencing twelve (12) months prior to your termination of Service with the Company (A) a forfeiture of any proceeds received upon a sale of shares acquired by you upon vesting of shares of Restricted Stock or (B) a forfeiture of any shares of Stock acquired by you upon vesting of the Restricted Stock. Unless otherwise specified in an employment or other agreement between the Company and you, you take actions in competition with the Company if you directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or are a proprietor, director, officer, stockholder, member, partner or an employee or agent of, or a consultant to any business, firm, corporation, partnership or other entity that is in the business of creating, financing, acquiring, investing in and managing precious metal royalties, precious metal streams and similar interests. Under the prior sentence, ownership of less than 1% of the securities of a public company shall not be treated as an action in competition with the Company.

Adjustments

In the event of a stock split, a stock dividend or a similar change in the Company Stock, the number of shares covered by this grant may be adjusted (and rounded down to the nearest whole number) pursuant to the Plan. Your Restricted Stock shall be subject to the terms of the agreement of merger, liquidation or reorganization in the event the Company is subject to such corporate activity.

Legends

All certificates representing the Restricted Stock issued in connection with this grant shall, where applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OPTIONS TO PURCHASE SUCH SHARES SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR HIS OR HER PREDECESSOR IN INTEREST. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE.”

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

The Plan	The text of the Plan is incorporated in this Agreement by reference. Certain capitalized terms used in this Agreement are defined in the Plan, and have the meaning set forth in the Plan. This Agreement and the Plan constitute the entire understanding between you and the Company regarding this grant of Restricted Stock. Any prior agreements, commitments or negotiations concerning this grant are superseded.
Other Agreements	You agree, as a condition of this grant of Restricted Stock, that you will execute such document(s) as necessary to become a party to any shareholder agreement or voting trust as the Company may require.
Stock Ownership Requirements	You are required to hold an aggregate of fifty percent (50%) of the shares of Stock acquired by you pursuant to this Restricted Stock grant together with all other shares of Stock acquired by you pursuant to any other restricted stock grant made under the Plan (such 50% to be determined after reducing the shares of Stock covered by this grant and all other restricted stock grants made to you under the Plan by the number of shares of Stock equal in value to the amount required to be withheld to pay taxes in connection with this grant and such other restricted stock grants) until the number of shares of Stock owned by you equals or exceeds . If the number of shares of Stock owned by you exceeds , you may dispose of the shares of Stock acquired pursuant to this Restricted Stock grant as long as you continue to own at least shares of Stock after the disposition.
By signing the cover sheet of this Agreement, you acknowledge that you have received, read and understand the Plan and this Agreement, and agree to abide by and be bound by their terms and conditions.	

EXHIBIT A

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto Royal Gold, Inc., a Delaware corporation (the “Company”), _____ (_____) shares of common stock of the Company represented by Certificate No. _____ herewith and does hereby irrevocable constitute and appoint _____ the Secretary to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: _____, 20____

Print Name

Signature

Spouse Consent (if applicable)

(Purchaser’s spouse) indicates by the execution of this Assignment his or her consent to be bound by the terms herein as to his or her interests, whether as community property or otherwise, if any, in the shares of common stock of the Company.

Signature

INSTRUCTIONS: PLEASE DO NOT FILL IN ANY BLANKS OTHER THAN THE SIGNATURE LINE. THE PURPOSE OF THIS ASSIGNMENT IS TO ENABLE THE COMPANY TO EXERCISE ITS “REPURCHASE OPTION” SET FORTH IN THE AGREEMENT WITHOUT REQUIRING ADDITIONAL SIGNATURES ON THE PART OF PURCHASER.

EXHIBIT B**ELECTION UNDER SECTION 83(b) OF
THE INTERNAL REVENUE CODE**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

The name, address and social security number of the undersigned:

Name: _____

Address: _____

Social Security No. :

2. Description of property with respect to which the election is being made:

shares of common stock, par value \$.01 per share, Royal Gold, Inc., a Delaware corporation, (the "Company").

3. The date on which the property was transferred is _____, 20__.

4. The taxable year to which this election relates is calendar year 20__.

5. Nature of restrictions to which the property is subject:

The shares of stock are subject to the provisions of a Restricted Stock Agreement between the undersigned and the Company. The shares of stock are subject to forfeiture under the terms of the Agreement.

6. The fair market value of the property at the time of transfer (determined without regard to any lapse restriction) was \$ _____ per share, for a total of \$ _____.

7. The amount paid by taxpayer for the property was \$ _____.

8. A copy of this statement has been furnished to the Company.

Dated: _____, 20__

Taxpayer's Signature

Taxpayer's Printed Name

Key Employee

Grant No.: XX- -RS-1

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

Royal Gold, Inc., a Delaware corporation (the “Company”), hereby grants shares of its common stock, \$.01 par value, (the “Stock”) to the Grantee named below, subject to the restrictions and vesting conditions set forth in the attachment. Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Company’s 2004 Omnibus Long-Term Incentive Plan (the “Plan”).

Grant Date:**Name of Grantee:****Grantee’s Social Insurance Number:****Number of Shares of Stock Covered by Grant:****Purchase Price per Share of Stock:****Par value, paid by services previously rendered**

By signing this cover sheet, you agree to all of the terms and conditions described in the attached Agreement and in the Plan, a copy of which is also available upon request to the Secretary. You acknowledge that you have carefully reviewed the Plan, and agree that the Plan will control in the event any provision of this Agreement should appear to be inconsistent.

Grantee: _____
 (Signature)

Company: _____
 (Signature)

Title: _____

Attachment

This is not a stock certificate or a negotiable instrument.

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

**Restricted Stock/
Nontransferability**

This grant is an award of restricted Stock ("Restricted Stock") in the number of shares set forth on the cover sheet. The per share purchase price of par value has been satisfied by your prior service to the Company. The grant is subject to the vesting conditions described below. To the extent not yet vested, your Restricted Stock may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Restricted Stock be made subject to execution, attachment or similar process.

Issuance and Vesting

The Company will issue your Restricted Stock in your name as of the Grant Date.

Your right to the Stock under this Restricted Stock Grant vests as to one-third (1/3) of the total number of shares covered by this grant, as shown on the cover sheet, on each of the third, fourth and fifth anniversaries of the Grant Date (each a "Vesting Date"), provided you then continue in Service. If any of the Vesting Dates occurs during a period in which you are (i) subject to a lock-up agreement restricting your ability to sell shares of Stock in the open market or (ii) restricted from selling shares of Stock in the open market because you are not then eligible to sell under the Company's insider trading plan or similar plan as then in effect (whether because a trading window is not open or you are otherwise restricted from trading), vesting in such shares of Stock will be delayed until the earlier of (A) the first date on which you are no longer prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you or (B) either the date of your involuntary termination of your Service by the Company or a Subsidiary, your death or your Disability (the earlier of the dates in clause (A) and (B) shall be the "Deferred Vesting Date"), and provided, further, that you have been continuously in Service to the Company or a Subsidiary from the Grant Date until the Deferred Vesting Date.

If the Deferred Vesting Date is determined pursuant to clause (B) above, you are prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you on the Deferred Vesting Date and you meet the continuous Service requirements, then, to the extent legally permitted under the General Corporation Law of the State of Delaware and other applicable law, you may elect to satisfy any obligations to pay any Federal, state, or local taxes of any kind required by law to be withheld with respect to the vesting of or other lapse of restrictions applicable to such an Award, in whole or in part, (x) by causing the Company or its Affiliate to withhold shares of Stock otherwise issuable to you or (y) by delivering to the Company or its Affiliate shares of Stock already owned by you. The shares of Stock so delivered or withheld shall have an aggregate Fair Market Value equal to such withholding obligations. In no case shall the shares withheld or delivered exceed the minimum required Federal, state, and FICA statutory withholding rates. The Fair Market Value of the shares of Stock used to satisfy such withholding obligation shall be determined by the Company or its Affiliate as of the date that the amount of tax to be withheld is to be determined. If you make an election pursuant to this paragraph, you may satisfy your withholding obligation only with shares of Stock that are not subject to any repurchase, forfeiture, unfulfilled vesting, or other similar requirements.

Notwithstanding the foregoing vesting schedule, if you incur an involuntary discharge by the Company for reasons other than Cause (as defined in the Plan), at any time after you have provided fifteen (15) years of Service to the Company, you shall be one hundred percent (100%) vested in the Restricted Stock as of the date of such termination of Service.

Notwithstanding the foregoing vesting schedule, if (A) you incur an Involuntary Termination (as defined below), and (B) such termination does not occur within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a Corporate

Transaction, then, you will be vested as of the date of your termination in a prorated portion of the shares of Restricted Stock subject to this Agreement calculated by dividing (x) the number of days that you have remained in the Service of the Company between the Grant Date and the termination date, by (y) the number of days required for you to fully vest in this grant of Restricted Stock as set forth in the section entitled "Issuance and Vesting" above. The resulting aggregate number of vested shares will be rounded to the nearest whole number, and you may not vest in more than the number of shares set forth on the cover sheet.

Notwithstanding the foregoing vesting schedule, if (A) you incur an Involuntary Termination, and (B) such termination occurs within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a Corporate Transaction, then, you will be one hundred percent (100%) vested in the Restricted Stock set forth on the cover sheet as of the date of your termination.

For this purpose, Involuntary Termination means a termination of your Service by reason of:

- (a) your involuntary discharge by the Company for reasons other than Cause (as defined in the Plan); or
- (b) your voluntary resignation from the Company following (i) a material adverse change in your title or responsibilities with the Company, (ii) a material reduction in your base salary or (iii) receipt of notice that your principal workplace will be relocated by more than 50 miles.

The Compensation, Nominating and Governance Committee shall determine if you have incurred an Involuntary Termination and whether or not such Involuntary Termination was in connection with a Corporate Transaction. Any such determinations shall be made in the sole discretion of the Committee.

The resulting aggregate number of vested shares will be rounded to the nearest whole number, and you cannot vest in more than the number of shares covered by this grant.

Forfeiture of Unvested Stock

In the event that your Service terminates for any reason, unless otherwise provided in an applicable written employment agreement entered into in the future between you and the Company or an Affiliate, if any, and except as provided above in the section entitled "Issuance and Vesting," you will forfeit to the Company all of the shares of Restricted Stock subject to this grant that have not yet vested.

Escrow

The certificates for the Restricted Stock shall be deposited in escrow with the Secretary of the Company to be held in accordance with the provisions of this paragraph. Each deposited certificate shall be accompanied by a duly executed Assignment Separate from Certificate in the form attached hereto as Exhibit A. The deposited certificates shall remain in escrow until such time or times as the certificates are to be released or otherwise surrendered for cancellation as discussed below. Upon delivery of the certificates to the Company, you shall be issued an instrument of deposit acknowledging the number of shares of Restricted Stock delivered in escrow to the Secretary of the Company.

All regular cash dividends on the Restricted Stock (or other securities at the time held in escrow) shall be paid directly to you and shall not be held in escrow. However, in the event of any stock dividend, stock split, recapitalization or other change affecting the Company's outstanding common stock as a class effected without receipt of consideration or in the event of a stock split, a stock dividend or a similar change in the Company Stock, any new, substituted or additional securities or other property which is by reason of such transaction distributed with respect to the Restricted Stock shall be immediately delivered to the Secretary of the Company to be held in escrow hereunder, but only to the extent the Restricted Stock is at the time subject to the escrow requirements hereof.

The shares of Restricted Stock held in escrow hereunder shall be subject to the following terms and conditions relating to their release from escrow or their surrender to the Company

for repurchase and cancellation:

- As your interest in the shares vests as described above, the certificates for such vested shares shall be released from escrow and delivered to you, at your request, within thirty (30) days following each vesting date.
- Upon termination of your Service, any escrowed shares in which you are at the time vested shall be promptly released from escrow.
- Should the Company exercise its rights to cause a forfeiture with respect to any unvested shares (as described below in the section entitled “Forfeiture of Rights”) held at the time in escrow hereunder, then the escrowed certificates for such unvested shares shall be surrendered to the Company for cancellation, and you shall have no further rights with respect to such shares of Restricted Stock.
- Should the Company elect not to exercise its right to cause a forfeiture with respect to any shares (as described below in the section entitled “Forfeiture of Rights”) held at the time in escrow hereunder, then the escrowed certificates for such shares shall be surrendered to you.

Withholding Taxes

You agree, as a condition of this grant, that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the vesting of Restricted Stock acquired under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to the vesting of shares arising from this grant, the Company shall have the right to: (i) require such payments from you; (ii) withhold such amounts from other payments due to you from the Company or any Affiliate; or (iii) cause an immediate forfeiture of shares of Restricted Stock granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

Section 83(b) Election

Under Section 83 of the Internal Revenue Code of 1986, as amended (the “Code”), the difference between the purchase price paid for the shares of Restricted Stock and their fair market value on the date any forfeiture restrictions applicable to such shares lapse will be reportable as ordinary income at that time. For this purpose, “forfeiture restrictions” include the Company’s Repurchase Right or forfeiture as to unvested Restricted Stock described above. You may elect to be taxed at the time the shares are acquired, rather than when such shares cease to be subject to such forfeiture restrictions, by filing an election under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days after the Grant Date. You will have to make a tax payment to the extent the purchase price is less than the fair market value of the shares on the Grant Date. No tax payment will have to be made to the extent the purchase price is at least equal to the fair market value of the shares on the Grant Date. The form for making this election is attached as Exhibit B hereto. Failure to make this filing within the thirty (30) day period will result in the recognition of ordinary income by you (in the event the fair market value of the shares as of the vesting date exceeds the purchase price) as the forfeiture restrictions lapse.

YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE COMPANY’S, TO FILE A TIMELY ELECTION UNDER SECTION 83(b), EVEN IF YOU REQUEST THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON YOUR BEHALF. YOU ARE RELYING SOLELY ON YOUR OWN ADVISORS WITH RESPECT TO THE DECISION AS TO WHETHER OR NOT TO FILE ANY 83(b) ELECTION.

Retention Rights

This Agreement does not give you the right to be retained by the Company (or any Parent, Subsidiaries or Affiliates) in any capacity. The Company (and any Parent, Subsidiaries or Affiliates) reserves the right to terminate your Service at any time and for any reason.

Shareholder Rights

You have the right to vote the Restricted Stock and to receive any dividends declared or paid on such stock. Any distributions you receive as a result of any stock split, stock dividend, and subject to the same conditions and restrictions applicable thereto. The Company may in its

sole discretion require any dividends paid on the Restricted Stock to be reinvested in shares of Stock, which the Company may in its sole discretion deem to be a part of the shares of Restricted Stock and subject to the same conditions and restrictions applicable thereto. Except as described in the Plan, no adjustments are made for dividends or other rights if the applicable record date occurs before your stock certificate is issued.

Forfeiture of Rights

If you should take actions in competition with the Company, the Company shall have the right to cause a forfeiture of your rights, including, but not limited to: (i) a forfeiture of any outstanding unvested Restricted Stock, and (ii) with respect to the period commencing twelve (12) months prior to your termination of Service with the Company (A) a forfeiture of any proceeds received upon a sale of shares acquired by you upon vesting of shares of Restricted Stock or (B) a forfeiture of any shares of Stock acquired by you upon vesting of the Restricted Stock. Unless otherwise specified in a written employment or other agreement to be entered into in the future between the Company and you, if any, you take actions in competition with the Company if you directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or are a proprietor, director, officer, stockholder, member, partner or an employee or agent of, or a consultant to any business, firm, corporation, partnership or other entity that is in the business of creating, financing, acquiring, investing in and managing precious metal royalties, precious metal streams and similar interests. Under the prior sentence, ownership of less than 1% of the securities of a public company shall not be treated as an action in competition with the Company.

Adjustments

In the event of a stock split, a stock dividend or a similar change in the Company Stock, the number of shares covered by this grant may be adjusted (and rounded down to the nearest whole number) pursuant to the Plan. Your Restricted Stock shall be subject to the terms of the agreement of merger, liquidation or reorganization in the event the Company is subject to such corporate activity.

Legends

All certificates representing the Restricted Stock issued in connection with this grant shall, where applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OPTIONS TO PURCHASE SUCH SHARES SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR HIS OR HER PREDECESSOR IN INTEREST. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE.”

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

The Plan

The text of the Plan is incorporated in this Agreement by reference. *Certain capitalized terms used in this Agreement are defined in the Plan, and have the meaning set forth in the Plan.*

This Agreement and the Plan constitute the entire understanding between you and the Company regarding this grant of Restricted Stock. Any prior agreements, commitments or negotiations concerning this grant are superseded.

Other Agreements

You agree, as a condition of this grant of Restricted Stock, that you will execute such document(s) as necessary to become a party to any shareholder agreement or voting trust as the Company may require.

By signing the cover sheet of this Agreement, you acknowledge that you have received, read and understand the Plan and this Agreement, and agree to abide by and be bound by their terms and conditions.

EXHIBIT A

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, hereby sells, assigns and transfers unto Royal Gold, Inc., a Delaware corporation (the “Company”),
() shares of common stock of the Company represented by Certificate No. herewith and does hereby irrevocable constitute and appoint
the Secretary to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: , 20

Print Name

Signature

Spouse Consent (if applicable)

(Purchaser’s spouse) indicates by the execution of this Assignment his or her consent to be bound by the terms herein as to his or
her interests, whether as community property or otherwise, if any, in the shares of common stock of the Company.

Signature

**INSTRUCTIONS: PLEASE DO NOT FILL IN ANY BLANKS OTHER THAN THE SIGNATURE LINE. THE PURPOSE OF THIS ASSIGNMENT IS
TO ENABLE THE COMPANY TO EXERCISE ITS “REPURCHASE OPTION” SET FORTH IN THE AGREEMENT WITHOUT REQUIRING
ADDITIONAL SIGNATURES ON THE PART OF PURCHASER.**

EXHIBIT B**ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and social security number of the undersigned:

Name: _____

Address: _____

Social Security No. : _____

2. Description of property with respect to which the election is being made:

shares of common stock, par value \$.01 per share, Royal Gold, Inc., a Delaware corporation, (the "Company").

3. The date on which the property was transferred is _____, 20____.

4. The taxable year to which this election relates is calendar year 20____.

5. Nature of restrictions to which the property is subject:

The shares of stock are subject to the provisions of a Restricted Stock Agreement between the undersigned and the Company. The shares of stock are subject to forfeiture under the terms of the Agreement.

6. The fair market value of the property at the time of transfer (determined without regard to any lapse restriction) was \$_____ per share, for a total of \$_____.

7. The amount paid by taxpayer for the property was \$_____.

8. A copy of this statement has been furnished to the Company.

Dated: _____, 20____

Taxpayer's Signature

Taxpayer's Printed Name

Executive Officer

Grant No. XX- -PS-GEO-1

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

PERFORMANCE SHARE AGREEMENT
(Net Revenue and Gold Equivalent Ounce Vesting)

Royal Gold, Inc., a Delaware corporation (the “Company”), hereby grants performance shares relating to shares of its common stock, \$.01 par value (the “Stock”), to the individual named below as the Holder, subject to the vesting conditions set forth in this cover page and the attachment (the “Agreement”). Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Royal Gold, Inc. 2004 Omnibus Long-Term Incentive Plan (the “Plan”).

Grant Date:**Name of Holder:****Holder’s Social Security Number:****Number of Performance Shares Covered by Grant:****Target:****Maximum:**

This Performance Share grant is subject to all of the terms and conditions described in this Agreement and in the Plan, a copy of which is available for your review upon request to the Secretary. You should carefully review the Plan, and the Plan will control in the event any provision of this Agreement should appear to be inconsistent with the terms of the Plan.

Grantee: _____
 (Signature)

Company: _____
 (Signature)

Title: _____

Attachment

This is not a stock certificate or a negotiable instrument.

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

PERFORMANCE SHARE AGREEMENT

**Performance Shares -
Number and Transferability**

This grant is an award of performance shares in the number of shares set forth on the cover sheet, subject to the vesting conditions described below (the "Performance Shares"). The purchase price for the Performance Shares is deemed paid by your services to the Company. The number of Performance Shares, if any, that may be issued pursuant to the terms of this Agreement shall be calculated based on the attainment of specified performance goals, as set forth on the attached Exhibit A. The maximum number of Performance Shares in which you may vest is the number of shares covered by the award on the cover page, however you may vest in a lesser number of Performance Shares (or no Performance Shares) if the specified performance goals are not sufficiently attained. Your Performance Shares may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Performance Shares be made subject to execution, attachment or similar process.

Vesting

You will vest in the number of Performance Shares, if any, determined in accordance with the terms of Exhibit A following the availability of financial data upon which vesting can be calculated, but in no event later than September 30 of the year in which the fiscal year ends; provided that, except as otherwise set forth in this Agreement, you continue in continuous Service from the Grant Date until the vesting date for any Performance Shares to which you are entitled.

Except as otherwise provided in this Agreement, no additional Performance Shares will vest after your Service has terminated for any reason.

All Performance Shares that have not vested as a result of performance or otherwise as a result of the provisions of this Agreement on or prior to the end of fiscal year 2020 will be forfeited.

The Compensation, Nominating and Governance Committee (the "Committee") has the authority to certify whether the vesting thresholds set forth in Exhibit A have been achieved within the meaning of Treasury Regulations, Section 1.162-27(e)(5). Any such determinations shall be made in the sole discretion of the Committee. The resulting aggregate number of vested Performance Shares will be rounded down to the nearest whole number of Performance Shares. You may not vest in more than the maximum number of Performance Shares set forth on the cover sheet.

**Termination without
Cause, Good Reason or
Non-Renewal of
Employment Agreement;
Change of Control**

Notwithstanding the foregoing vesting rules, if (i) the Company terminates your Service or your Employment Agreement without "Cause" (as defined in your Employment Agreement) during the term of your Employment Agreement, (ii) you terminate your Service or your Employment Agreement for "Good Reason" (as defined in your Employment Agreement) during the term of your Employment Agreement, or (iii) your Service is terminated upon the Company's election not to renew the term for one of the four successive one-year renewal terms pursuant to Section 2 of your Employment Agreement, and any such termination does not occur within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a "Change of Control" (as defined in your Employment Agreement), then, you will be eligible to vest in a prorated portion of the Performance Shares to which you would be entitled based on the Company's performance through the last day of the Company's fiscal year in which your Service is terminated and determined in accordance with the Company's practices as in effect at such time. Once the Committee has determined the degree to which the performance criteria through the last day of the Company's fiscal year in which your Service is terminated has been satisfied, your prorated vesting portion will be determined by multiplying the number of Performance Shares that would otherwise vest based on Company performance by a fraction, where the numerator is the number of days

you remained in Service from the Grant Date through the date of your termination of Service and the denominator is the number of days from the Grant Date to the date the performance criteria were satisfied. The resulting aggregate number of vested shares will be rounded down to the nearest whole number, and you cannot vest in more than the maximum number of shares set forth on the cover sheet.

If (i) the Company terminates your Service or your Employment Agreement without “Cause” (as defined in your Employment Agreement) during the term of your Employment Agreement, (ii) you terminate your Service or your Employment Agreement for “Good Reason” (as defined in your Employment Agreement) during the term of your Employment Agreement, or (iii) your Service is terminated upon the Company’s election not to renew the term for one of the four successive one-year renewal terms pursuant to Section 2 of your Employment Agreement, and any such termination occurs within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a “Change of Control” (as defined in your Employment Agreement), then, you will be one hundred percent (100%) vested in the maximum number of Performance Shares set forth on the cover sheet as of the date of your termination.

As used herein, the term “Employment Agreement” shall mean that certain Employment Agreement between you and the Company dated _____, as the same may be amended after the date hereof.

**Delivery of Stock Pursuant
to Vested Performance
Shares**

Unless an earlier delivery date is specified below, a certificate for all of the shares of Stock represented by the vested Performance Shares (which shares of Stock will be rounded down to the nearest number of whole shares) will be delivered to you as soon as practicable after you have vested in such Performance Shares, but in no event later than September 30 of the year in which the fiscal year ends, provided that, if vesting occurs during a period in which you are (i) subject to a lock-up agreement restricting your ability to sell shares of Stock in the open market, or (ii) restricted from selling shares of Stock in the open market because you are not then eligible to sell under the Company’s insider trading plan or similar plan as then in effect (whether because a trading window is not open or you are otherwise restricted from trading), vesting in such shares of Stock will be delayed until the earlier of (A) the first date on which you are no longer prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you or (B) either the date of your involuntary termination of your Service by the Company or a Subsidiary, your death or your Disability (the earlier of the dates in clause (A) and (B) shall be the “Deferred Vesting Date”), and provided, further, that you have been continuously in Service to the Company or a Subsidiary from the Grant Date until the Deferred Vesting Date.

If the Deferred Vesting Date is determined pursuant to clause (B) above, you are prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you on the Deferred Vesting Date and you meet the continuous Service requirements, then, to the extent legally permitted under the General Corporation Law of the State of Delaware and other applicable law, you may elect to satisfy any obligations to pay any Federal, state, or local taxes of any kind required by law to be withheld with respect to the vesting of or other lapse of restrictions applicable to such an Award, in whole or in part, (x) by causing the Company or its Affiliate to withhold shares of Stock otherwise issuable to you or (y) by delivering to the Company or its Affiliate shares of Stock already owned by you. The shares of Stock so delivered or withheld shall have an aggregate Fair Market Value equal to such withholding obligations. In no case shall the shares withheld or delivered exceed the minimum required Federal, state, and FICA statutory withholding rates. The Fair Market Value of the shares of Stock used to satisfy such withholding obligation shall be determined by the Company or its Affiliate as of the date that the amount of tax to be withheld is to be determined. If you make an election pursuant to this paragraph, you may satisfy your withholding obligation only with shares of Stock that are not subject to any repurchase, forfeiture, unfulfilled vesting, or other similar requirements.

Notwithstanding the foregoing, if you are terminated under circumstances entitling you to vest in Performance Shares even though you do not remain in Service through the date on which Performance Shares vest hereunder, a certificate for all of the shares of Stock represented by the vested Performance Shares (which shares of Stock will be rounded down to the nearest number of whole shares) will be delivered to you as soon as practicable following the end of each applicable fiscal year, but in no event later than September 30 of each applicable fiscal year.

Forfeiture of Unvested Performance Shares

In the event that your Service terminates for any reason, except as provided above in the section entitled “Termination without Cause, Good Reason or Non-Renewal of Employment Agreement; Change of Control,” or in connection with a Deferred Vesting Date, you will forfeit all of the Performance Shares that have not yet vested.

Withholding Taxes

You agree, as a condition of this grant, that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of vesting in Performance Shares or your acquisition of Stock under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to this grant, the Company will have the right to: (i) require such payments from you; (ii) withhold such amounts from other payments due to you from the Company or any Affiliate; or (iii) cause an immediate forfeiture of shares of Stock subject to the Performance Shares granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

Retention Rights

Neither the Performance Shares nor this Agreement give you the right to be retained by the Company (or any parent, Subsidiaries or Affiliates) in any capacity. The Company (and any parent, Subsidiaries or Affiliates) reserves the right to terminate your Service at any time and for any reason.

Shareholder Rights

You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for shares of Stock relating to the vested Performance Shares has been issued (or an appropriate book entry has been made). No adjustments are made for dividends or other rights if the applicable record date occurs before your stock certificate is issued (or an appropriate book entry has been made), except as described in the Plan.

Forfeiture of Rights

If you should take actions in competition with the Company, the Company shall have the right to cause a forfeiture of your rights, including, but not limited to: (i) a forfeiture of any outstanding unvested Performance Shares, and (ii) with respect to the period commencing twelve (12) months prior to your termination of Service with the Company (A) a forfeiture of any proceeds received upon a sale of shares acquired by you upon vesting of Performance Shares or (B) a forfeiture of any shares of Stock acquired by you upon vesting of the Performance Shares. Unless otherwise specified in an employment or other agreement between the Company and you, you take actions in competition with the Company if you directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or are a proprietor, director, officer, stockholder, member, partner or an employee or agent of, or a consultant to any business, firm, corporation, partnership or other entity that is in the business of creating, financing, acquiring, investing in and managing precious metal royalties, precious metal streams and similar interests. Under the prior sentence, ownership of less than 1% of the securities of a public company shall not be treated as an action in competition with the Company.

Adjustments

In the event of a stock split, a stock dividend or a similar change in the Stock, the number of Performance Shares covered by this grant shall be adjusted (and rounded down to the nearest whole number) if required pursuant to the Plan. Performance Shares shall be subject to the terms of the agreement of merger, liquidation or reorganization in the event the Company is subject to such corporate activity.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law, rule or principle that might otherwise refer

construction or interpretation of this Agreement to the substantive law of another jurisdiction.

Section 409A

It is intended that this Agreement comply with Section 409A of the Internal Revenue Code ("Section 409A") to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Agreement will be interpreted and administered to be in compliance with Section 409A. To the extent that the Company determines that you would be subject to the additional taxes or penalties imposed on certain nonqualified deferred compensation plans pursuant to Section 409A as a result of any provision of this Agreement, such provision shall be deemed amended to the minimum extent necessary to avoid application of such additional taxes or penalties. The nature of any such amendment shall be determined by the Company. Notwithstanding anything to the contrary in this Agreement or the Plan, to the extent required to avoid accelerated taxation and penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following your "separation from service" (as defined for purposes of Section 409A, a "Separation from Service") will instead be paid on the first payroll date after the six-month anniversary of your Separation from Service (or your death, if earlier). Notwithstanding anything to the contrary in this Agreement, for purposes of any provision of this Agreement providing for the settlement of any shares of Stock upon or following a termination of employment or a termination of Service that are considered "deferred compensation" under Section 409A, references to your "termination of employment" or "termination of Service" (and corollary terms) with the Company shall be construed to refer to your Separation from Service. Each installment of Performance Shares that vests under this Agreement (if there is more than one installment) will be considered one of a series of separate payments for purposes of Section 409A.

Consent to Electronic Delivery

The Company may choose to deliver certain statutory materials relating to the Plan in electronic form. By accepting this grant you agree that the Company may deliver the Plan prospectus and the Company's annual report to you in an electronic format. If at any time you would prefer to receive paper copies of these documents, as you are entitled to, the Company would be pleased to provide copies. Please contact the Secretary at (303) 573-1660 to request paper copies of these documents.

The Plan

The text of the Plan is incorporated in this Agreement by reference. Certain capitalized terms used in this Agreement are defined in the Plan, and have the meaning set forth in the Plan.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Performance Shares. Any prior agreements, commitments or negotiations concerning the Performance Shares are superseded.

Stock Ownership Requirements

You are required to continue to hold an aggregate of fifty percent (50%) of the shares of Stock acquired by you pursuant to this Performance Share grant together with all other shares of Stock acquired by you pursuant to any other performance share grant made under the Plan (such 50% to be determined after reducing the shares of Stock covered by this grant and all other performance share grants made to you under the Plan by the of number shares of Stock equal in value to the amount required to be withheld to pay taxes in connection with this grant and such other performance share grants) until the number of shares of Stock owned by you equals or exceeds XX. If the number of shares of Stock owned by you exceeds XX, you may dispose of the shares of Stock acquired pursuant to this Performance Share grant as long as you continue to own at least XX shares of Stock after the disposition.

By signing the cover sheet of this Agreement, you acknowledge that you have received, read and understand the Plan and this Agreement, and agree to abide by and be bound by their terms and conditions.

Exhibit A

For purposes of this Agreement, “Net GEOs” shall mean net gold equivalent ounces of production on an annual fiscal year basis and “GEO Baseline” shall mean the Net GEOs achieved in fiscal year , holding gold price constant for all future fiscal years and excluding Net GEO production from the Company’s Voisey’s Bay net smelter return royalty.

Performance Shares may be earned under this Agreement if, for any of fiscal year , , , or , the Company achieves both (a) net revenue of at least \$ in fiscal , holding metal prices constant and excluding revenue from the Company’s Voisey’s Bay net smelter return royalty, and (b) an increase in Net GEOs over the GEO Baseline that is greater than ounces. The Committee has the discretion, and is expected to use such discretion, to reduce the number of Performance Shares earned hereunder after taking into account such other factors that the Committee deems to be appropriate or equitable, including applicable changes in accounting standards and principles, tax laws and regulations applicable to the Company’s business.

The Committee shall, however, exercise discretion to adjust downward the number of Performance Shares that will vest if the increase in Net GEOs over the GEO Baseline is less than ounces during the relevant fiscal year by linear interpolation between (a) the maximum number of Performance Shares set forth on the cover sheet if the Company achieves an increase in Net GEOs over the GEO Baseline of ounces or more, (b) the target number of Performance Shares set forth on the cover sheet if the Company achieves a target increase in Net GEOs over the GEO Baseline of ounces, and (c) no Performance Shares if the Company achieves the GEO Baseline. For further clarity, no Performance Shares will vest under this Agreement if the increase in Net GEOs over the GEO Baseline is less than ounces.

If less than the maximum number of Performance Shares vest as a result of performance for a fiscal year, you are eligible to vest in additional Performance Shares for future fiscal years (but not beyond fiscal year), in accordance with the principles set forth on this Exhibit A. In no event are you eligible to vest in more than the maximum number of Performance Shares subject to this Agreement.

Key Employee

Grant No. XX- -PS-GEO-1

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

PERFORMANCE SHARE AGREEMENT
(Gold Equivalent Ounce Vesting)

Royal Gold, Inc., a Delaware corporation (the “Company”), hereby grants performance shares relating to shares of its common stock, \$.01 par value (the “Stock”), to the individual named below as the Holder, subject to the vesting conditions set forth in this cover page and the attachment (the “Agreement”). Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Royal Gold, Inc. 2004 Omnibus Long-Term Incentive Plan (the “Plan”).

Grant Date:**Name of Holder:****Holder’s Social Security Number:****Number of Performance Shares Covered by Grant:**

Target:
Maximum:

This Performance Share grant is subject to all of the terms and conditions described in this Agreement and in the Plan, a copy of which is available for your review upon request to the Secretary. You should carefully review the Plan, and the Plan will control in the event any provision of this Agreement should appear to be inconsistent with the terms of the Plan.

Grantee: _____
 (Signature)

Company: _____
 (Signature)

Title: _____

Attachment

This is not a stock certificate or a negotiable instrument.

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN
PERFORMANCE SHARE AGREEMENT

**Performance Shares -
Number and Transferability**

This grant is an award of performance shares in the number of shares set forth on the cover sheet, subject to the vesting conditions described below (the "Performance Shares"). The purchase price for the Performance Shares is deemed paid by your services to the Company. The number of Performance Shares, if any, that may be issued pursuant to the terms of this Agreement shall be calculated based on the attainment of specified performance goals, as set forth on the attached Exhibit A. The maximum number of Performance Shares in which you may vest is the number of shares covered by the award on the cover page, however you may vest in a lesser number of Performance Shares (or no Performance Shares) if the specified performance goals are not sufficiently attained. Your Performance Shares may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Performance Shares be made subject to execution, attachment or similar process.

Vesting

You will vest in the number of Performance Shares, if any, determined in accordance with the terms of Exhibit A following the availability of financial data upon which vesting can be calculated, but in no event later than September 30 of the year in which the fiscal year ends, provided that, except as otherwise set forth in this Agreement, you continue in continuous Service from the Grant Date until the vesting date for any Performance Shares to which you are entitled.

Except as otherwise provided in this Agreement, no additional Performance Shares will vest after your Service has terminated for any reason.

All Performance Shares that have not vested as a result of performance or otherwise as a result of the provisions of this Agreement on or prior to the end of fiscal year 2020 will be forfeited.

The Compensation, Nominating and Governance Committee (the "Committee") has the authority to certify whether the vesting thresholds set forth in Exhibit A have been achieved within the meaning of Treasury Regulations, Section 1.162-27(e) (5). Further, the Committee shall determine if you have incurred an Involuntary Termination and whether or not such Involuntary Termination was in connection with a Corporate Transaction. Any such determinations shall be made in the sole discretion of the Committee. The resulting aggregate number of vested Performance Shares will be rounded down to the nearest whole number of Performance Shares. You may not vest in more than the maximum number of Performance Shares set forth on the cover sheet.

**Involuntary Termination,
With or without a Corporate
Transaction**

Notwithstanding the foregoing vesting rules, if you incur an Involuntary Termination (as defined below), and such termination does not occur within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a Corporate Transaction, then, you will be eligible to vest in a prorated portion of the Performance Shares to which you would be entitled based on the Company's performance through the last day of the Company's fiscal year in which your Service is terminated and determined in accordance with the Company's practices as in effect at such time. Once the Committee has determined the degree to which the performance criteria through the last day of the Company's fiscal year in which your Service is terminated has been satisfied, your prorated vesting portion will be determined by multiplying the number of Performance Shares that would otherwise vest based on Company performance by a fraction, where the numerator is the number of days you remained in Service from the Grant Date through the date of your termination of Service and the denominator is the number of days from the Grant Date to the date the performance criteria were satisfied.

The resulting aggregate number of vested shares will be rounded down to the nearest whole number, and you cannot vest in more than the maximum number of shares set forth on the cover sheet.

Notwithstanding the foregoing vesting rules, if you incur an Involuntary Termination, and such termination occurs within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a Corporate Transaction, then, you will be one hundred percent (100%) vested in the maximum number of Performance Shares set forth on the cover sheet as of the date of your termination.

For this purpose, Involuntary Termination in connection with a Corporate Transaction means a termination of your Service during the one year period commencing with a Corporate Transaction by reason of:

- (a) your involuntary discharge by the Company for reasons other than Cause; or
- (b) your voluntary resignation from the Company following (i) a material adverse change in your title or responsibilities with the Company, (ii) a material reduction in your base salary, or (iii) receipt of notice that your principal work place will be relocated by more than 50 miles.

Except as may be provided in an applicable employment agreement between you and the Company or an Affiliate, no additional Performance Shares will vest after your Service has terminated for any reason.

**Delivery of Stock Pursuant
to Vested Performance
Shares**

Unless an earlier delivery date is specified below, a certificate for all of the shares of Stock represented by the vested Performance Shares (which shares of Stock will be rounded down to the nearest number of whole shares) will be delivered to you as soon as practicable after you have vested in such Performance Shares, but in no event later than September 30 of the year in which the fiscal year ends, provided that, if vesting occurs during a period in which you are (i) subject to a lock-up agreement restricting your ability to sell shares of Stock in the open market, or (ii) restricted from selling shares of Stock in the open market because you are not then eligible to sell under the Company's insider trading plan or similar plan as then in effect (whether because a trading window is not open or you are otherwise restricted from trading), vesting in such shares of Stock will be delayed until the earlier of (A) the first date on which you are no longer prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you or (B) either the date of your involuntary termination of your Service by the Company or a Subsidiary, your death or your Disability (the earlier of the dates in clause (A) and (B) shall be the "Deferred Vesting Date"), and provided, further, that you have been continuously in Service to the Company or a Subsidiary from the Grant Date until the Deferred Vesting Date.

If the Deferred Vesting Date is determined pursuant to clause (B) above, you are prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you on the Deferred Vesting Date and you meet the continuous Service requirements, then, to the extent legally permitted under the General Corporation Law of the State of Delaware and other applicable law, you may elect to satisfy any obligations to pay any Federal, state, or local taxes of any kind required by law to be withheld with respect to the vesting of or other lapse of restrictions applicable to such an Award, in whole or in part, (x) by causing the Company or its Affiliate to withhold shares of Stock otherwise issuable to you or (y) by delivering to the Company or its Affiliate shares of Stock already owned by you. The shares of Stock so delivered or withheld shall have an aggregate Fair Market Value equal to such withholding obligations. In no case shall the shares withheld or delivered exceed the minimum required Federal, state, and FICA statutory withholding rates. The Fair Market Value of the shares of Stock used to satisfy such withholding obligation shall be determined by the Company or its Affiliate as of the date that the amount of tax to be withheld is to be determined. If you make an election pursuant to this paragraph, you may satisfy your withholding obligation

only with shares of Stock that are not subject to any repurchase, forfeiture, unfulfilled vesting, or other similar requirements.

Notwithstanding the foregoing, if you are terminated under circumstances entitling you to vest in Performance Shares even though you do not remain in Service through the date on which Performance Shares vest hereunder, a certificate for all of the shares of Stock represented by the vested Performance Shares (which shares of Stock will be rounded down to the nearest number of whole shares) will be delivered to you as soon as practicable following the end of each applicable fiscal year, but in no event later than September 30 of each applicable fiscal year.

Forfeiture of Unvested Performance Shares

In the event that your Service terminates for any reason, unless otherwise provided in an applicable written employment agreement entered into in the future between you and the Company or an Affiliate, if any, and except as provided above in the case of an Involuntary Termination in connection with a Corporate Transaction or in connection with a Deferred Vesting Date, you will forfeit all of the Performance Shares that have not yet vested.

Withholding Taxes

You agree, as a condition of this grant, that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of vesting in Performance Shares or your acquisition of Stock under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to this grant, the Company will have the right to: (i) require such payments from you; (ii) withhold such amounts from other payments due to you from the Company or any Affiliate; or (iii) cause an immediate forfeiture of shares of Stock subject to the Performance Shares granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

Retention Rights

Neither the Performance Shares nor this Agreement give you the right to be retained by the Company (or any parent, Subsidiaries or Affiliates) in any capacity. The Company (and any parent, Subsidiaries or Affiliates) reserve the right to terminate your Service at any time and for any reason.

Forfeiture of Rights

If you should take actions in competition with the Company, the Company shall have the right to cause a forfeiture of your rights, including, but not limited to: (i) a forfeiture of any outstanding unvested Performance Shares, and (ii) with respect to the period commencing twelve (12) months prior to your termination of Service with the Company (A) a forfeiture of any proceeds received upon a sale of shares acquired by you upon vesting of Performance Shares or (B) a forfeiture of any shares of Stock acquired by you upon vesting of the Performance Shares. Unless otherwise specified in a written employment or other agreement to be entered into in the future between the Company and you, if any, you take actions in competition with the Company if you directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or are a proprietor, director, officer, stockholder, member, partner or an employee or agent of, or a consultant to any business, firm, corporation, partnership or other entity that is in the business of creating, financing, acquiring, investing in and managing precious metal royalties, precious metal streams and similar interests. Under the prior sentence, ownership of less than 1% of the securities of a public company shall not be treated as an action in competition with the Company.

Shareholder Rights

You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for shares of Stock relating to the vested Performance Shares has been issued (or an appropriate book entry has been made). No adjustments are made for dividends or other rights if the applicable record date occurs before your stock certificate is issued (or an appropriate book entry has been made), except as described in the Plan.

Adjustments

In the event of a stock split, a stock dividend or a similar change in the Stock, the number of Performance Shares covered by this grant shall be adjusted (and rounded down to the nearest whole number) if required pursuant to the Plan. Performance Shares shall be

subject to the terms of the agreement of merger, liquidation or reorganization in the event the Company is subject to such corporate activity.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law, rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

Section 409A

It is intended that this Agreement comply with Section 409A of the Internal Revenue Code ("Section 409A") to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Agreement will be interpreted and administered to be in compliance with Section 409A. To the extent that the Company determines that you would be subject to the additional taxes or penalties imposed on certain nonqualified deferred compensation plans pursuant to Section 409A as a result of any provision of this Agreement, such provision shall be deemed amended to the minimum extent necessary to avoid application of such additional taxes or penalties. The nature of any such amendment shall be determined by the Company. Notwithstanding anything to the contrary in this Agreement or the Plan, to the extent required to avoid accelerated taxation and penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following your "separation from service" (as defined for purposes of Section 409A, a "Separation from Service") will instead be paid on the first payroll date after the six-month anniversary of your Separation from Service (or your death, if earlier). Notwithstanding anything to the contrary in this Agreement, for purposes of any provision of this Agreement providing for the settlement of any shares of Stock upon or following a termination of employment or a termination of Service that are considered "deferred compensation" under Section 409A, references to your "termination of employment" or "termination of Service" (and corollary terms) with the Company shall be construed to refer to your Separation from Service. Each installment of Performance Shares that vests under this Agreement (if there is more than one installment) will be considered one of a series of separate payments for purposes of Section 409A.

Consent to Electronic Delivery

The Company may choose to deliver certain statutory materials relating to the Plan in electronic form. By accepting this grant you agree that the Company may deliver the Plan prospectus and the Company's annual report to you in an electronic format. If at any time you would prefer to receive paper copies of these documents, as you are entitled to, the Company would be pleased to provide copies. Please contact the Secretary at (303) 573-1660 to request paper copies of these documents.

The Plan

The text of the Plan is incorporated in this Agreement by reference. Certain capitalized terms used in this Agreement are defined in the Plan, and have the meaning set forth in the Plan.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Performance Shares. Any prior agreements, commitments or negotiations concerning the Performance Shares are superseded.

By signing the cover sheet of this Agreement, you acknowledge that you have received, read and understand the Plan and this Agreement, and agree to abide by and be bound by their terms and conditions.

Exhibit A

For purposes of this Agreement, “Net GEOs” shall mean net gold equivalent ounces of production on an annual fiscal year basis and “GEO Baseline” shall mean the Net GEOs achieved in fiscal year , holding gold price constant for all future fiscal years and excluding Net GEO production from the Company’s Voisey’s Bay net smelter return royalty.

If the Company achieves an increase in Net GEOs over the GEO Baseline for any of fiscal year , , , or that is greater than ounces, the number of Performance Shares that will vest shall be determined by linear interpolation between (a) the maximum number of Performance Shares set forth on the cover sheet if the Company achieves an increase in Net GEOs over the GEO Baseline of ounces or more, (b) the target number of Performance Shares set forth on the cover sheet if the Company achieves a target increase in Net GEOs over the GEO Baseline of ounces, and (c) no Performance Shares if the Company achieves the GEO Baseline. For further clarity, no Performance Shares will vest under this Agreement if the increase in Net GEOs over the GEO Baseline is less than ounces.

If less than the maximum number of Performance Shares vest as a result of performance for a fiscal year, you are eligible to vest in additional Performance Shares for future fiscal years (but not beyond fiscal year), in accordance with the principles set forth on this Exhibit A. In no event are you eligible to vest in more than the maximum number of Performance Shares subject to this Agreement.

Executive Officer

Grant No. XX- -PS-TSR-1

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

PERFORMANCE SHARE AGREEMENT
(Total Shareholder Return Vesting)

Royal Gold, Inc., a Delaware corporation (the “Company”), hereby grants performance shares relating to shares of its common stock, \$.01 par value (the “Stock”), to the individual named below as the Holder, subject to the vesting conditions set forth in this cover page and the attachment (the “Agreement”). Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Royal Gold, Inc. 2004 Omnibus Long-Term Incentive Plan (the “Plan”).

Grant Date:**Name of Holder:****Holder’s Social Security Number:****Number of Performance Shares Covered by Grant:***Three-year TSR Shares:*

Target:
Maximum:

One-year TSR Shares:

Target:
Maximum:

This Performance Share grant is subject to all of the terms and conditions described in this Agreement and in the Plan, a copy of which is available for your review upon request to the Secretary. You should carefully review the Plan, and the Plan will control in the event any provision of this Agreement should appear to be inconsistent with the terms of the Plan.

Grantee: _____
 (Signature)

Company: _____
 (Signature)

Title: _____

Attachment

This is not a stock certificate or a negotiable instrument.

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

PERFORMANCE SHARE AGREEMENT

**Performance Shares —
Number and Transferability**

This grant is an award of performance shares in the number of shares set forth on the cover sheet, subject to the vesting conditions described below (the “Performance Shares”). The purchase price for the Performance Shares is deemed paid by your services to the Company. The number of Performance Shares, if any, that may be issued pursuant to the terms of this Agreement shall be calculated based on the attainment of specified performance goals, as set forth on the attached Exhibit A. The maximum number of Performance Shares in which you may vest is the number of shares covered by the award on the cover page, however you may vest in a lesser number of Performance Shares (or no Performance Shares) if the specified performance goals are not sufficiently attained. Your Performance Shares may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Performance Shares be made subject to execution, attachment or similar process.

Vesting

You will vest in the number of Performance Shares, if any, determined in accordance with the terms of Exhibit A following the availability of financial data upon which vesting can be calculated, but in no event later than ; provided that, except as otherwise set forth in this Agreement, you continue in continuous Service from the Grant Date to .

Except as otherwise provided in this Agreement, no additional Performance Shares will vest after your Service has terminated for any reason.

All Performance Shares that have not vested as a result of performance or otherwise as a result of the provisions of this Agreement on or prior to the end of fiscal year 2018 will be forfeited.

The Compensation, Nominating and Governance Committee (the “Committee”) has the authority to certify whether the vesting thresholds set forth in Exhibit A have been achieved within the meaning of Treasury Regulations, Section 1.162-27(e) (5). Any such determinations shall be made in the sole discretion of the Committee. The resulting aggregate number of vested Performance Shares will be rounded down to the nearest whole number of Performance Shares. You may not vest in more than the maximum number of Performance Shares set forth on the cover sheet.

**Termination without Cause,
Good Reason or Non-
Renewal of Employment
Agreement; Change of
Control**

Notwithstanding the foregoing vesting rules, if (i) the Company terminates your Service or your Employment Agreement without “Cause” (as defined in your Employment Agreement) during the term of your Employment Agreement, (ii) you terminate your Service or your Employment Agreement for “Good Reason” (as defined in your Employment Agreement) during the term of your Employment Agreement, or (iii) your Service is terminated upon the Company’s election not to renew the term for one of the four successive one-year renewal terms pursuant to Section 2 of your Employment Agreement, and any such termination does not occur within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a “Change of Control” (as defined in your Employment Agreement), then, you will be eligible to vest in a prorated portion of the Performance Shares to which you would be entitled based on the Company’s performance through the last day of the Company’s fiscal year in which your Service is terminated and determined in accordance with the Company’s practices as in effect at such time. Once the Committee has determined the degree to which the performance criteria through the last day of the Company’s fiscal year in which your Service is terminated has been satisfied, your prorated vesting portion will be determined by multiplying the number of Performance Shares that would otherwise vest based on Company performance by a fraction, where the numerator is the number of days you remained in Service from the Grant Date through the date of your termination of Service and the denominator is the number of days from the Grant Date to the date the

performance criteria were satisfied. The resulting aggregate number of vested shares will be rounded down to the nearest whole number, and you cannot vest in more than the maximum number of shares set forth on the cover sheet.

If (i) the Company terminates your Service or your Employment Agreement without “Cause” (as defined in your Employment Agreement) during the term of your Employment Agreement, (ii) you terminate your Service or your Employment Agreement for “Good Reason” (as defined in your Employment Agreement) during the term of your Employment Agreement, or (iii) your Service is terminated upon the Company’s election not to renew the term for one of the four successive one-year renewal terms pursuant to Section 2 of your Employment Agreement, and any such termination occurs within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a “Change of Control” (as defined in your Employment Agreement), then, you will be one hundred percent (100%) vested in the maximum number of Performance Shares set forth on the cover sheet as of the date of your termination.

As used herein, the term “Employment Agreement” shall mean that certain Employment Agreement between you and the Company dated _____, as the same may be amended after the date hereof.

Delivery of Stock Pursuant to Vested Performance Shares

Unless an earlier delivery date is specified below, a certificate for all of the shares of Stock represented by the vested Performance Shares (which shares of Stock will be rounded down to the nearest number of whole shares) will be delivered to you as soon as practicable following the end of fiscal year _____, but in no event later than _____, provided that, if such date occurs during a period in which you are (i) subject to a lock-up agreement restricting your ability to sell shares of Stock in the open market, or (ii) restricted from selling shares of Stock in the open market because you are not then eligible to sell under the Company’s insider trading plan or similar plan as then in effect (whether because a trading window is not open or you are otherwise restricted from trading), vesting in such shares of Stock will be delayed until the earlier of (A) the first date on which you are no longer prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you or (B) either the date of your involuntary termination of your Service by the Company or a Subsidiary, your death or your Disability (the earlier of the dates in clause (A) and (B) shall be the “Deferred Vesting Date”), and provided, further, that you have been continuously in Service to the Company or a Subsidiary from the Grant Date until the Deferred Vesting Date.

If the Deferred Vesting Date is determined pursuant to clause (B) above, you are prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you on the Deferred Vesting Date and you meet the continuous Service requirements, then, to the extent legally permitted under the General Corporation Law of the State of Delaware and other applicable law, you may elect to satisfy any obligations to pay any Federal, state, or local taxes of any kind required by law to be withheld with respect to the vesting of or other lapse of restrictions applicable to such an Award, in whole or in part, (x) by causing the Company or its Affiliate to withhold shares of Stock otherwise issuable to you or (y) by delivering to the Company or its Affiliate shares of Stock already owned by you. The shares of Stock so delivered or withheld shall have an aggregate Fair Market Value equal to such withholding obligations. In no case shall the shares withheld or delivered exceed the minimum required Federal, state, and FICA statutory withholding rates. The Fair Market Value of the shares of Stock used to satisfy such withholding obligation shall be determined by the Company or its Affiliate as of the date that the amount of tax to be withheld is to be determined. If you make an election pursuant to this paragraph, you may satisfy your withholding obligation only with shares of Stock that are not subject to any repurchase, forfeiture, unfulfilled vesting, or other similar requirements.

Notwithstanding the foregoing, if you are terminated under circumstances entitling you to vest in Performance Shares even though you do not remain in Service through June

30, , a certificate for all of the shares of Stock represented by the vested Performance Shares (which shares of Stock will be rounded down to the nearest number of whole shares) will be delivered to you as soon as practicable following the end of each applicable fiscal year, but in no event later than September 30 of each applicable fiscal year.

Forfeiture of Unvested Performance Shares

In the event that your Service terminates for any reason, except as provided above in the section entitled “Termination without Cause, Good Reason or Non-Renewal of Employment Agreement; Change of Control,” or in connection with a Deferred Vesting Date, you will forfeit all of the Performance Shares that have not yet vested.

Withholding Taxes

You agree, as a condition of this grant, that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of vesting in Performance Shares or your acquisition of Stock under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to this grant, the Company will have the right to: (i) require such payments from you; (ii) withhold such amounts from other payments due to you from the Company or any Affiliate; or (iii) cause an immediate forfeiture of shares of Stock subject to the Performance Shares granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

Retention Rights

Neither the Performance Shares nor this Agreement give you the right to be retained by the Company (or any parent, Subsidiaries or Affiliates) in any capacity. The Company (and any parent, Subsidiaries or Affiliates) reserve the right to terminate your Service at any time and for any reason.

Forfeiture of Rights

If you should take actions in competition with the Company, the Company shall have the right to cause a forfeiture of your rights, including, but not limited to: (i) a forfeiture of any outstanding unvested Performance Shares, and (ii) with respect to the period commencing twelve (12) months prior to your termination of Service with the Company (A) a forfeiture of any proceeds received upon a sale of shares acquired by you upon vesting of Performance Shares or (B) a forfeiture of any shares of Stock acquired by you upon vesting of the Performance Shares. Unless otherwise specified in an employment or other agreement between the Company and you, you take actions in competition with the Company if you directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or are a proprietor, director, officer, stockholder, member, partner or an employee or agent of, or a consultant to any business, firm, corporation, partnership or other entity that is in the business of creating, financing, acquiring, investing in and managing precious metal royalties, precious metal streams and similar interests. Under the prior sentence, ownership of less than 1% of the securities of a public company shall not be treated as an action in competition with the Company.

Shareholder Rights

You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for shares of Stock relating to the vested Performance Shares has been issued (or an appropriate book entry has been made). No adjustments are made for dividends or other rights if the applicable record date occurs before your stock certificate is issued (or an appropriate book entry has been made), except as described in the Plan.

Adjustments

In the event of a stock split, a stock dividend or a similar change in the Stock, the number of Performance Shares covered by this grant shall be adjusted (and rounded down to the nearest whole number) if required pursuant to the Plan. Performance Shares shall be subject to the terms of the agreement of merger, liquidation or reorganization in the event the Company is subject to such corporate activity.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law, rule or principle that might otherwise refer

construction or interpretation of this Agreement to the substantive law of another jurisdiction.

Section 409A

It is intended that this Agreement comply with Section 409A of the Internal Revenue Code ("Section 409A") to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Agreement will be interpreted and administered to be in compliance with Section 409A. To the extent that the Company determines that you would be subject to the additional taxes or penalties imposed on certain nonqualified deferred compensation plans pursuant to Section 409A as a result of any provision of this Agreement, such provision shall be deemed amended to the minimum extent necessary to avoid application of such additional taxes or penalties. The nature of any such amendment shall be determined by the Company. Notwithstanding anything to the contrary in this Agreement or the Plan, to the extent required to avoid accelerated taxation and penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following your "separation from service" (as defined for purposes of Section 409A, a "Separation from Service") will instead be paid on the first payroll date after the six-month anniversary of your Separation from Service (or your death, if earlier). Notwithstanding anything to the contrary in this Agreement, for purposes of any provision of this Agreement providing for the settlement of any shares of Stock upon or following a termination of employment or a termination of Service that are considered "deferred compensation" under Section 409A, references to your "termination of employment" or "termination of Service" (and corollary terms) with the Company shall be construed to refer to your Separation from Service. Each installment of Performance Shares that vests under this Agreement (if there is more than one installment) will be considered one of a series of separate payments for purposes of Section 409A.

Consent to Electronic Delivery

The Company may choose to deliver certain statutory materials relating to the Plan in electronic form. By accepting this grant you agree that the Company may deliver the Plan prospectus and the Company's annual report to you in an electronic format. If at any time you would prefer to receive paper copies of these documents, as you are entitled to, the Company would be pleased to provide copies. Please contact the Secretary at (303) 573-1660 to request paper copies of these documents.

The Plan

The text of the Plan is incorporated in this Agreement by reference. Certain capitalized terms used in this Agreement are defined in the Plan, and have the meaning set forth in the Plan.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Performance Shares. Any prior agreements, commitments or negotiations concerning the Performance Shares are superseded.

Stock Ownership Requirements

You are required to continue to hold an aggregate of fifty percent (50%) of the (50%) of the shares of Stock acquired by you pursuant to this Performance Share grant together with all other shares of Stock acquired by you pursuant to any other performance share grant made under the Plan (such 50% to be determined after reducing the shares of Stock covered by this grant and all other performance share grants made to you under the Plan by the number of shares of Stock equal in value to the amount required to be withheld to pay taxes in connection with this grant and such other performance share grants) until the number of shares of Stock owned by you equals or exceeds XX. If the number of shares of Stock owned by you exceeds XX, you may dispose of the shares of Stock acquired pursuant to this Performance Share grant as long as you continue to own at least XX shares of Stock after the disposition.

By signing the cover sheet of this Agreement, you acknowledge that you have received, read and understand the Plan and this Agreement, and agree to abide by and be bound by their terms and conditions.

Exhibit A

One-half of the Performance Shares covered by this Agreement are eligible to vest based on the degree to which a specified three-year TSR metric is attained (“Three-year TSR Shares”), and one-half of the Performance Shares covered by this Agreement are eligible to vest based on the degree to which a specified one-year TSR metric is attained (“One-year TSR Shares”), in each case by linear interpolation between the measurement points set forth below. You cannot vest in more than the maximum number of shares set forth on the cover sheet.

For purposes of this Agreement, “TSR” shall mean the percentage change (positive or negative) in the closing price of the Stock from the commencement of the applicable fiscal year to the last day of the applicable performance period, determined by dividing (i) the difference obtained by subtracting (A) the closing price of the Stock at the commencement of the applicable fiscal year, from (B) the closing price of the Stock on the last day of the applicable performance period, plus all dividends paid on a share of Stock during the applicable period, by (ii) the closing price of the Stock at the commencement of the applicable fiscal year.

For purposes of this Agreement, “Constituents” shall mean the constituents of the Market Vectors Gold Miners ETF (GDX) on the relevant measurement date.

Three-year TSR Shares

- No Three-year TSR Shares shall be eligible to vest unless the Company’s three-year TSR for the period commencing July 1, , ranks at or above the threshold th percent rank of the TSRs of the Constituents on June 30, ;
- Without duplication of awards associated with attainment of greater TSR percent rank, an amount of Performance Shares equal to the target number of Three-year TSR Shares shall be eligible to vest if the Company’s three-year TSR for the period commencing July 1, , ranks at the target th percent rank of the TSRs of the Constituents on June 30, ; and
- An amount of Performance Shares equal to the maximum number of Three-year TSR Shares shall be eligible to vest if the Company’s three-year TSR for the period commencing July 1, ranks at the maximum th percent rank of the TSRs of the Constituents on June 30, .

One-year TSR Shares

- No One-year TSR Shares shall be eligible to vest unless the Company’s one-year TSR ranks at or above the threshold th percent rank of the TSRs of the Constituents for the periods ending on the following dates: June 30, , June 30, , or June 30, ;
 - Without duplication of awards associated with attainment of greater TSR percent rank an amount of Performance Shares equal to one-third of the target number of One-year TSR Shares shall be eligible to vest if the Company’s one-year TSR ranks at the target th percent rank of the TSRs of the Constituents for any of the periods ending on the following dates: June 30, , June 30, , or June 30, ; and
 - An amount of Performance Shares equal to one-third of the maximum number of One-year TSR Shares shall be eligible to vest if the Company’s one-year TSR ranks at the maximum th percent rank of the TSRs of the Constituents for any of the periods ending on the following dates: June 30, , June 30, , or June 30, .
-

Key Employee

Grant No. XX- PS-TSR-1

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

PERFORMANCE SHARE AGREEMENT
(Total Shareholder Return Vesting)

Royal Gold, Inc., a Delaware corporation (the “Company”), hereby grants performance shares relating to shares of its common stock, \$.01 par value (the “Stock”), to the individual named below as the Holder, subject to the vesting conditions set forth in this cover page and the attachment (the “Agreement”). Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Royal Gold, Inc. 2004 Omnibus Long-Term Incentive Plan (the “Plan”).

Grant Date:**Name of Holder:****Holder’s Social Security Number:****Number of Performance Shares Covered by Grant:***Three-year TSR Shares:***3-Year Period Ending August 20,****Target:****Maximum:***One-year TSR Shares:***Years Ending August 20:****Target:****Maximum:**

This Performance Share grant is subject to all of the terms and conditions described in this Agreement and in the Plan, a copy of which is available for your review upon request to the Secretary. You should carefully review the Plan, and the Plan will control in the event any provision of this Agreement should appear to be inconsistent with the terms of the Plan.

Grantee: _____
 (Signature)

Company: _____
 (Signature)

Title: _____

Attachment

This is not a stock certificate or a negotiable instrument.

ROYAL GOLD, INC.
2004 OMNIBUS LONG-TERM INCENTIVE PLAN

PERFORMANCE SHARE AGREEMENT

**Performance Shares -
Number and Transferability**

This grant is an award of performance shares in the number of shares set forth on the cover sheet, subject to the vesting conditions described below (the "Performance Shares"). The purchase price for the Performance Shares is deemed paid by your services to the Company. The number of Performance Shares, if any, that may be issued pursuant to the terms of this Agreement shall be calculated based on the attainment of specified performance goals, as set forth on the attached Exhibit A. The maximum number of Performance Shares in which you may vest is the number of shares covered by the award on the cover page, however you may vest in a lesser number of Performance Shares (or no Performance Shares) if the specified performance goals are not sufficiently attained. Your Performance Shares may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Performance Shares be made subject to execution, attachment or similar process.

Vesting

You will vest in the number of Performance Shares, if any, determined in accordance with the terms of Exhibit A following the availability of financial data upon which vesting can be calculated, but in no event later than September 30, ____; provided that, except as otherwise set forth in this Agreement, you continue in continuous Service from the Grant Date to June 30, ____.

Except as otherwise provided in this Agreement, no additional Performance Shares will vest after your Service has terminated for any reason.

All Performance Shares that have not vested as a result of performance or otherwise as a result of the provisions of this Agreement on or prior to the end of fiscal year ____ will be forfeited.

The Compensation, Nominating and Governance Committee (the "Committee") has the authority to certify whether the vesting thresholds set forth in Exhibit A have been achieved within the meaning of Treasury Regulations, Section 1.162-27(e) (5). Any such determinations shall be made in the sole discretion of the Committee. The resulting aggregate number of vested Performance Shares will be rounded down to the nearest whole number of Performance Shares. You may not vest in more than the maximum number of Performance Shares set forth on the cover sheet.

**Involuntary Termination,
With or without Corporate
Transaction**

Notwithstanding the foregoing vesting rules, if you incur an Involuntary Termination (as defined below), and such termination does not occur within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a Corporate Transaction, then, you will be eligible to vest in a prorated portion of the Performance Shares to which you would be entitled based on the Company's performance through the last day of the Company's fiscal year in which your Service is terminated and determined in accordance with the Company's practices as in effect at such time. Once the Committee has determined the degree to which the performance criteria through the last day of the Company's fiscal year in which your Service is terminated has been satisfied, your prorated vesting portion will be determined by multiplying the number of Performance Shares that would otherwise vest based on Company performance by a fraction, where the numerator is the number of days you remained in Service from the Grant Date through the date of your termination of Service and the denominator is the number of days from the Grant Date to the date the performance criteria were satisfied. The resulting aggregate number of vested shares will be rounded down to the nearest whole number, and you cannot vest in more than the maximum number of shares set forth on the cover sheet.

Notwithstanding the foregoing vesting rules, if you incur an Involuntary Termination, and such termination occurs within the period beginning ninety (90) days prior to and ending two (2) years after the occurrence of a Corporate Transaction, then, you will be one hundred percent (100%) vested in the maximum number of Performance Shares set forth on the cover sheet as of the date of your termination.

For this purpose, Involuntary Termination in connection with a Corporate Transaction means a termination of your Service during the one year period commencing with a Corporate Transaction by reason of:

- (a) your involuntary discharge by the Company for reasons other than Cause; or
- (b) your voluntary resignation from the Company following (i) a material adverse change in your title or responsibilities with the Company, (ii) a material reduction in your base salary, or (iii) receipt of notice that your principal work place will be relocated by more than 50 miles.

Delivery of Stock Pursuant to Vested Performance Shares

Unless an earlier delivery date is specified below, a certificate for all of the shares of Stock represented by the vested Performance Shares (which shares of Stock will be rounded down to the nearest number of whole shares) will be delivered to you as soon as practicable following the end of fiscal year 2018, but in no event later than September 30, 2018; provided that, if such date occurs during a period in which you are (i) subject to a lock-up agreement restricting your ability to sell shares of Stock in the open market, or (ii) restricted from selling shares of Stock in the open market because you are not then eligible to sell under the Company's insider trading plan or similar plan as then in effect (whether because a trading window is not open or you are otherwise restricted from trading), vesting in such shares of Stock will be delayed until the earlier of (A) the first date on which you are no longer prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you or (B) either the date of your involuntary termination of your Service by the Company or a Subsidiary, your death or your Disability (the earlier of the dates in clause (A) and (B) shall be the "Deferred Vesting Date"), and provided, further, that you have been continuously in Service to the Company or a Subsidiary from the Grant Date until the Deferred Vesting Date.

If the Deferred Vesting Date is determined pursuant to clause (B) above, you are prohibited from selling shares of Stock due to a lock-up agreement or insider trading or similar plan restriction applicable to you on the Deferred Vesting Date and you meet the continuous Service requirements, then, to the extent legally permitted under the General Corporation Law of the State of Delaware and other applicable law, you may elect to satisfy any obligations to pay any Federal, state, or local taxes of any kind required by law to be withheld with respect to the vesting of or other lapse of restrictions applicable to such an Award, in whole or in part, (x) by causing the Company or its Affiliate to withhold shares of Stock otherwise issuable to you or (y) by delivering to the Company or its Affiliate shares of Stock already owned by you. The shares of Stock so delivered or withheld shall have an aggregate Fair Market Value equal to such withholding obligations. In no case shall the shares withheld or delivered exceed the minimum required Federal, state, and FICA statutory withholding rates. The Fair Market Value of the shares of Stock used to satisfy such withholding obligation shall be determined by the Company or its Affiliate as of the date that the amount of tax to be withheld is to be determined. If you make an election pursuant to this paragraph, you may satisfy your withholding obligation only with shares of Stock that are not subject to any repurchase, forfeiture, unfulfilled vesting, or other similar requirements.

Notwithstanding the foregoing, if you are terminated under circumstances entitling you to vest in Performance Shares even though you do not remain in Service through June 30, 2018, a certificate for all of the shares of Stock represented by the vested Performance Shares (which shares of Stock will be rounded down to the nearest number of whole

shares) will be delivered to you as soon as practicable following the end of each applicable fiscal year, but in no event later than September 30 of each applicable fiscal year.

Forfeiture of Unvested Performance Shares

In the event that your Service terminates for any reason, unless otherwise provided in an applicable written employment agreement entered into in the future between you and the Company or an Affiliate, if any, and except as provided above in the case of an Involuntary Termination in connection with a Corporate Transaction or in connection with a Deferred Vesting Date, you will forfeit all of the Performance Shares that have not yet vested.

Withholding Taxes

You agree, as a condition of this grant, that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of vesting in Performance Shares or your acquisition of Stock under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to this grant, the Company will have the right to: (i) require such payments from you; (ii) withhold such amounts from other payments due to you from the Company or any Affiliate; or (iii) cause an immediate forfeiture of shares of Stock subject to the Performance Shares granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

Retention Rights

Neither the Performance Shares nor this Agreement give you the right to be retained by the Company (or any parent, Subsidiaries or Affiliates) in any capacity. The Company (and any parent, Subsidiaries or Affiliates) reserve the right to terminate your Service at any time and for any reason.

Forfeiture of Rights

If you should take actions in competition with the Company, the Company shall have the right to cause a forfeiture of your rights, including, but not limited to: (i) a forfeiture of any outstanding unvested Performance Shares, and (ii) with respect to the period commencing twelve (12) months prior to your termination of Service with the Company (A) a forfeiture of any proceeds received upon a sale of shares acquired by you upon vesting of Performance Shares or (B) a forfeiture of any shares of Stock acquired by you upon vesting of the Performance Shares. Unless otherwise specified in a written employment or other agreement to be entered into in the future between the Company and you, if any, you take actions in competition with the Company if you directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or are a proprietor, director, officer, stockholder, member, partner or an employee or agent of, or a consultant to any business, firm, corporation, partnership or other entity that is in the business of creating, financing, acquiring, investing in and managing precious metal royalties, precious metal streams and similar interests. Under the prior sentence, ownership of less than 1% of the securities of a public company shall not be treated as an action in competition with the Company.

Shareholder Rights

You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for shares of Stock relating to the vested Performance Shares has been issued (or an appropriate book entry has been made). No adjustments are made for dividends or other rights if the applicable record date occurs before your stock certificate is issued (or an appropriate book entry has been made), except as described in the Plan.

Adjustments

In the event of a stock split, a stock dividend or a similar change in the Stock, the number of Performance Shares covered by this grant shall be adjusted (and rounded down to the nearest whole number) if required pursuant to the Plan. Performance Shares shall be subject to the terms of the agreement of merger, liquidation or reorganization in the event the Company is subject to such corporate activity.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law, rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

Section 409A

It is intended that this Agreement comply with Section 409A of the Internal Revenue Code (“Section 409A”) to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Agreement will be interpreted and administered to be in compliance with Section 409A. To the extent that the Company determines that you would be subject to the additional taxes or penalties imposed on certain nonqualified deferred compensation plans pursuant to Section 409A as a result of any provision of this Agreement, such provision shall be deemed amended to the minimum extent necessary to avoid application of such additional taxes or penalties. The nature of any such amendment shall be determined by the Company. Notwithstanding anything to the contrary in this Agreement or the Plan, to the extent required to avoid accelerated taxation and penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following your “separation from service” (as defined for purposes of Section 409A, a “Separation from Service”) will instead be paid on the first payroll date after the six-month anniversary of your Separation from Service (or your death, if earlier). Notwithstanding anything to the contrary in this Agreement, for purposes of any provision of this Agreement providing for the settlement of any shares of Stock upon or following a termination of employment or a termination of Service that are considered “deferred compensation” under Section 409A, references to your “termination of employment” or “termination of Service” (and corollary terms) with the Company shall be construed to refer to your Separation from Service. Each installment of Performance Shares that vests under this Agreement (if there is more than one installment) will be considered one of a series of separate payments for purposes of Section 409A.

Consent to Electronic Delivery

The Company may choose to deliver certain statutory materials relating to the Plan in electronic form. By accepting this grant you agree that the Company may deliver the Plan prospectus and the Company’s annual report to you in an electronic format. If at any time you would prefer to receive paper copies of these documents, as you are entitled to, the Company would be pleased to provide copies. Please contact the Secretary at (303) 573-1660 to request paper copies of these documents.

The Plan

The text of the Plan is incorporated in this Agreement by reference. Certain capitalized terms used in this Agreement are defined in the Plan, and have the meaning set forth in the Plan.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Performance Shares. Any prior agreements, commitments or negotiations concerning the Performance Shares are superseded.

By signing the cover sheet of this Agreement, you acknowledge that you have received, read and understand the Plan and this Agreement, and agree to abide by and be bound by their terms and conditions.

Exhibit A

One-half of the Performance Shares covered by this Agreement are eligible to vest based on the degree to which a specified three-year TSR metric is attained (“Three-year TSR Shares”), and one-half of the Performance Shares covered by this Agreement are eligible to vest based on the degree to which a specified one-year TSR metric is attained (“One-year TSR Shares”), in each case by linear interpolation between the measurement points set forth below. You cannot vest in more than the maximum number of shares set forth on the cover sheet.

For purposes of this Agreement, “TSR” shall mean the percentage appreciation (positive or negative) in the closing price of the Stock from the commencement of the applicable fiscal year to the last day of the applicable performance period, determined by dividing (i) the difference obtained by subtracting (A) the closing price of the Stock at the commencement of the applicable fiscal year, from (B) the closing price of the Stock on the last day of the applicable performance period, plus all dividends paid on a share of Stock during the applicable period, by (ii) the closing price of the Stock at the commencement of the applicable fiscal year.

For purposes of this Agreement, “Constituents” shall mean the constituents of the Market Vectors Gold Miners ETF (GDX) on the relevant measurement date.

Three-year TSR Shares

- No Three-year TSR Shares shall be eligible to vest unless the Company’s three-year TSR for the period commencing July 1, , ranks at or above the threshold th percent rank of the TSRs of the Constituents on June 30, ;
- Without duplication of awards associated with attainment of greater TSR percent rank, an amount of Performance Shares equal to the target number of Three-year TSR Shares shall be eligible to vest if the Company’s three-year TSR for the period commencing July 1, , ranks at the target th percent rank of the TSRs of the Constituents on June 30, ; and
- An amount of Performance Shares equal to the maximum number of Three-year TSR Shares shall be eligible to vest if the Company’s three-year TSR for the period commencing July 1, ranks at the maximum th percent rank of the TSRs of the Constituents on June 30, .

One-year TSR Shares

- No One-year TSR Shares shall be eligible to vest unless the Company’s one-year TSR ranks at or above the threshold th percent rank of the TSRs of the Constituents for the periods ending on the following dates: June 30, , June 30, , or June 30, ;
 - Without duplication of awards associated with attainment of greater TSR percent rank, an amount of Performance Shares equal to one-third of the target number of One-year TSR Shares shall be eligible to vest if the Company’s one-year TSR ranks at the target th percent rank of the TSRs of the Constituents for any of the periods ending on the following dates: June 30, , June 30, , or June 30, ; and
 - An amount of Performance Shares equal to one-third of the maximum number of One-year TSR Shares shall be eligible to vest if the Company’s one-year TSR ranks at the maximum th percent rank of the TSRs of the Constituents for any of the periods ending on the following dates: June 30, , June 30, , or June 30, .
-

CERTIFICATION

I, Tony Jensen, certify that:

- (1) I have reviewed this Quarterly Report on Form 10-Q of Royal Gold, Inc.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report fairly present, in all material respects, the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 5, 2015

/s/Tony Jensen

Tony Jensen
 President and Chief Executive Officer
 (Principal Executive Officer)

CERTIFICATION

I, Stefan Wenger, certify that:

- (1) I have reviewed this Quarterly Report on Form 10-Q of Royal Gold, Inc.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present, in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
 - (a) Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 5, 2015

/s/Stefan Wenger

Stefan Wenger

Chief Financial Officer and Treasurer

(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Royal Gold, Inc. (the "Company"), for the period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Tony Jensen, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that, to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 5, 2015

/s/Tony Jensen

Tony Jensen
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Royal Gold, Inc. (the "Company"), for the period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stefan Wenger, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that, to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 5, 2015

/s/ Stefan Wenger

Stefan Wenger
Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)
