

UCC Security & Pledge (Template)

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COMMERCIAL SECURITY AND PLEDGE AGREEMENT (UCC ARTICLE 9)

This Security and Pledge Agreement is dated as of [Date], by and between **[Mining Operating Company]**, as Debtor ("Debtor"), and **DGX Mine Streaming Capital Corp**, as Secured Party ("Secured Party").

1. Grant of Security Interest

To secure prompt payment and physical delivery of all gold under the Master Forward Gold Purchase and Streaming Agreement, Debtor hereby grants to Secured Party a continuing, first-priority security interest in all right, title, and interest of Debtor in and to the following property (the "Collateral"): (a) All minerals, gold ore, doré, concentrates, precipitates, and refined bullion now existing or hereafter extracted from the Concession; (b) All warehouse receipts, bills of lading, assay certificates, and depository receipts; (c) All refining contracts, tripartite escrow accounts, and commercial bank accounts holding proceeds of mineral sales; (d) All books, records, geological drill core libraries, and NI 43-101 / SEC S-K 1300 technical data.

2. Financing Statements

Debtor authorizes Secured Party to file UCC-1 Financing Statements in all relevant state and international jurisdictions (including Nevada Secretary of State, Wyoming Secretary of State, and Ontario Personal Property Security Registry).

3. Representations & Warranties

Debtor warrants that it has sole and unencumbered title to the Collateral and that no prior liens exist on the mineral production or doré off-take.

4. Remedies Upon Default

Upon default, Secured Party may: (a) Notify refineries to redirect all deliveries of refined bullion directly to Secured Party; (b) Enter upon the Concession premises to take possession of stockpiles and processing facilities; (c) Exercise all remedies of a secured creditor under the Uniform Commercial Code.

DEBTOR:
[Mining Operating Company]
By: _____

SECURED PARTY:
DGX Mine Streaming Capital Corp
By: _____