UNITED STATES BANKRUPTCY COURT FOR DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: Santa Fe Gold Corporation	Case Number	: 15-11761
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement administrative expense may be filed pursuant to 11 U.S.C. § 503.	ent of the case.	A request for payment of an
Name of Creditor (the person or other entity to whom the debtor owes money or property): Granite State Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh PA, and certain other subsidiaries of AIG Property Casualty, Inc. RECEIVED		box to indicate that this claim reviously filed claim.
Name and address where notices should be sent: American International Group, Inc. Ryan G. Foley, Authorized Representative 175 Water Street, 15 th Floor New York, New York 10038 Telephone number: (973) 402-2841 Telephone from the sent in the se	Court Claim (If known) Filed on:	Number:
Name and address where payment should be sent (if different from above network network) network netwo	else has file your claim. particulars. Check this	box if you are the debtor or
Telephone number:	trustee in th	nis case.
1. Amount of Claim as of Date Case Filed: \$35,362,00 *Subject to Adjustment (See Attachment). If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.	under 11 U of your cla	f Claim Entitled to Priority U.S.C. § 507(a). If any portion tim falls in one of the following , check the box and state the
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	Specify the p	riority of the claim.
2. Basis for Claim: Other- See Attachment. (See instruction #2 on reverse side.)		upport obligations under 11 07(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: See Attachment. 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)	\$10,950*) filing of the of the debte	aries, or commissions (up to earned within 180 days before bankruptcy petition or cessation or's business, whichever is earlier
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	Contributio	C. § 507 (a)(4). Ons to an employee benefit plan - § 507 (a)(5).
Nature of property or right of setoff: [] Real Estate [] Motor Vehicle [X] Other Describe: Right of Setoff- See Attachment. Value of Property: S Annual Interest Rate%	Up to \$2,42 lease, or re	25* of deposits toward purchase, ntal of property or services for amily, or household use
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection:		enalties owed to governmental U.S.C. § 507 (a)(8).
Amount of Secured Claim: \$\frac{\text{Unliquidated}}{\text{value}} \times \text{Amount Unsecured: \$\frac{35,362.00}{\text{35}} \times \text{4.00}	Other - Spe U.S.C. §50	ecify applicable paragraph of 11 7 (a)(_).
* Subject to Adjustment (See Attachment).	Amou	int entitled to priority:
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:	*Amounts are 4/1/10 and ev	\$ e subject to adjustment on very 3 years thereafter with ses commenced on or after the tment.
Date: December 10, 2015 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the cre person authorized to file this claim and state address and telephone number if different from the not above. Attach copy of power of attorney, if any. Elaine M. Reyes, Authorized Representative	ditor or other ice address	FOR COURT USE ONLY

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

	:	
In re:	:	
	:	Chapter 11
	:	
Santa Fe Gold Corporation, et al.,	:	Case No. 15-11761 (MFW)
	:	
Debtors.	:	Jointly Administered
	:	

ATTACHMENT TO PROOF OF CLAIM OF GRANITE STATE INSURANCE COMPANY, LEXINGTON INSURANCE COMPANY, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA, AND CERTAIN OTHER ENTITIES RELATED TO AIG PROPERTY CASUALTY INC.

- 1. This proof of claim is filed on behalf of Granite State Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh PA, and certain other entities related to AIG Property Casualty Inc. (collectively, "Claimant") that provide or provided insurance, insurance services and/or surety bonds to Santa Fe Gold Corporation, et al. ("Debtors") (see the List of Debtors attached hereto).
- 2. As of August 26, 2015 (the "Petition Date"), the Debtors are indebted to Claimant for premiums, deductibles, and other related fees, expenses and obligations for, among other things, insurance coverages and services provided and to be provided by Claimant to the Debtors as more fully described below.
- 3. The Insurance Program. Claimant provided the Debtors with certain insurance coverages, including, without limitation, directors' and officers', inland marine, workers' compensation, and other services (the "Insurance Program") for varying periods commencing September 1, 1997 and ending 12:01 a.m., October 1, 2014. Attached hereto is a list of the policies issued by Claimant to the Debtors and certain related documentation. Claim is made for all obligations of the Debtors arising under the Insurance Program whether or not the relevant insurance policies and related agreements are specifically listed or described in the attached list or documents. Moreover, the documents which evidence the Insurance Program are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Insurance Program or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or coverage.
- 4. **Fidelity and Surety Bonds.** Claimant may have provided the Debtors with various surety, fidelity and other bonds for the account of the Debtors. Claim is asserted for all such bonds issued or outstanding and for all premiums, fees and expenses due thereunder, whether or not specifically listed or described in the attached documents. Nothing in this description of the bond programs is intended to vary, amend or alter in any way the terms,

conditions, coverages, limitations, exclusions or dates of coverage of any bond. Should Claimant be called upon to pay on any such bond, Claimant may amend this proof of claim to assert a claim on account of such payment.

5. Components of this Claim.

- Insurance Program, the Debtors entered into certain agreements and are obligated to pay to Claimant, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs. This liquidated claim includes certain of the amounts now liquidated and due. The tabulated and liquidated amount owed by the Debtors under the Insurance Program is \$35,362.00. This amount may be subject to adjustment based upon, among other things, loss experience and payments already made by or on behalf of the Debtors which we have not yet tabulated.
- (b) <u>Unliquidated Claim for the Insurance Program</u>. Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to Claimant, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs. Such amounts constitute the Claimant's unliquidated claim. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated or determined, such amounts shall become a liquidated claim. Claimant reserves the right to amend this proof of claim as such amounts become liquidated
- provided any other or different insurance (including excess coverages or renewals of the Insurance Program), or other services to the Debtors, either included within or in addition to the Insurance Program, Claimant hereby asserts a claim for all obligations of the Debtors to Claimant arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced or to be advanced on the Debtors' behalf. Additionally, Claimant reserves the right to amend this proof of claim to assert further amounts due or particulars in connection therewith.
- (d) <u>Bond Obligations</u>. To the extent of any bonds outstanding, the Debtors agreed to pay to Claimant, among other things, any and all loss and expense, including, without limitation, attorneys' fees, incurred by Claimant by reason of having issued any such bonds, and losses incurred as a result of the issuance of any bonds. The amount presently due Claimant with respect to any bonds is unliquidated and untabulated.
- (e) <u>Quantum Meruit</u>. To the extent any Debtors received a benefit from insurance or from bonds provided by Claimant, such Debtors is obligated to pay Claimant for the value of the benefits received.

- (f) <u>Joint Liability</u>. Should it be established in these bankruptcy cases or otherwise that any of the Debtors have liability for the obligations of any of the other Debtors, then this claim asserts the same claim as Claimant asserted against each such Debtors against such other Debtors.
- (g) <u>Indemnity Obligations</u>. In the event Debtors have entered into any agreement with Claimant pursuant to which Debtors have a duty to indemnify Claimant, claim is made herein for such right to indemnity.
- (h) <u>Other</u>. In connection with the foregoing, the Debtors also may be liable to Claimant by virtue of relevant principles of contract and common law relating to, among other things, subrogation, suretyship, indemnification or contribution.
- 6. <u>Right of Recoupment</u>. Claimant asserts the right to use funds paid to it on account of, among other things, the Insurance Program to recoup obligations of the Debtors arising from, among other things, the Insurance Program.
- 7. Security. To the extent Claimant holds any cash or other collateral as security for its claim, regardless of whether such cash or collateral is property of the Debtors' estates, Claimant asserts a secured claim and/or a right of setoff and reserves its rights to collect against same by recoupment and/or setoff. Alternatively or in addition, to the extent Claimant holds an interest in any property of the Debtors, Claimant asserts a security interest in same.
- 8. <u>Interest.</u> Claimant claims all rights to claim interest to the extent permitted by law, including post-petition interest to the extent such interest is secured. To the extent this claim is unliquidated, appropriate interest (if any) remains unliquidated at this time. In preparing any attached tabulation of a liquidated claim, we will endeavor to include a tabulation of applicable interest to the extent dates of accrual of obligations can be readily ascertained. Claimant reserves the right to amend such calculations and to claim additional interest as facts are learned, data compiled, and/or unliquidated claims become liquidated.
- 9. As indicated above, supporting documents for this claim are voluminous and certain such documents, including policies of insurance, are not attached.
- 10. Claimant also asserts an administrative expense claim for all services provided, risks insured or occurrences occurring after the Petition Date, all or a portion of which may be set forth in this proof of claim. To the extent any amounts set forth herein are entitled to administrative expense status, Claimant reserves the right to assert such status.
- 11. The filing of this Proof of Claim is not intended to waive any right to arbitration. Claimant expressly reserves the right to seek arbitration of any dispute arising in connection with this claim. To the extent of any pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.
- 12. In executing and filing this proof of claim, Claimant: (i) does not submit itself to the jurisdiction of this Court for any purpose other than with respect to said claim; (ii)

does not waive any right or rights that it has or may have against any other persons liable for all or part of the claim set forth herein; (iii) expressly reserves the right to the extent permitted by law to amend or supplement this proof of claim in any respect; (iv) expressly reserves the right to assert all claims, causes of action, defenses, offsets or counterclaims; and (v) expressly reserves the right to contest insurance coverage in the event of each or any claim that may be tendered by Debtors for Coverage.

Dated: December 10, 2015

PENALTY FOR PRESENTING FRAUDULENT CLAIMS: Fine of not more than \$500,000.00 or imprisonment for not more than five years, or both. Title 18, U.S.C. §§152 and 3571.

DEBTORS' LIST

15-11761	Santa Fe Gold Corporation
	aka Azco Mining, Inc.
15-11762	Azco Mica, Inc.
15-11763	The Lordsburg Mining Company
15-11764	Santa Fe Gold (Barbados) Corporation

Inc.		
Santa Fe Gold Corporation aka Azco Mining, Inc.		
Azco	2015	4000
aka .	8/26/	*10
ration	date:	
Corpo	Petition date: 8/26/2015	Dollary Lat John Old Mode
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Santa		

Policy #	Profit Center	Branch	Major Class	Ultimate D&B	Account #	Insured Name	Writing Company	Effective	Expiration	Underwriter Last Name	Underwriter First Name
00028404519	04 - CORPORATE 52 - PHOENIX		D & O - CLAIMS MAC	194986915	194986915	SANTA FE GOLD CORPORATION	NATIONAL UNION FIRE INS.CO.	2013-05-31	2014-10-30	BOKKER	JACQUELYN
00019693644	04 - CORPORATE 52 - PHOENIX		D & O - CLAIMS MAD	194986915	194986915	SANTA FE GOLD CORPORATION	NATIONAL UNION FIRE INS.CO.	2012-05-31	2013-05-31		
00018938442	04 - CORPORATE 52 - PHOENIX		D&O-CLAIMS MAD	194996915	194986915	SANTA FE GOLD CORPORATION	NATIONAL UNION FIRE INS.CO	2011-05-31	2012-05-31		
00007209862	54 - PRIMARY ENISS2 - PHOENIX		WORKMENS COMPE	194986915	194986915	SANTA FE GOLD CORPORATION	GRANITE STATE INSURANCE CO	2009-10-01	2014-10-01	BAILEY	JASMINE
00008739960	39 - PRIVATE AND 23 - DENVER		D. & O - CLAIMS MAC	194986915	194986915	AZCO MINING, INC	NATIONAL UNION FIRE INS.CO.	2001-09-01	2002-09-01		
00008594813	39 - PRIVATE AND 23 - DENVER		D & O - CLAIMS MAD	194986915	194986915	AZCO MINING, INC	NATIONAL UNION FIRE INS.CO.	1999-09-01	2001-09-01		
000004491442	39 - PRIVATE AND 23 - DENVER		DIRECTOR & OFFICE	194986915	194986915	AZCO MINING, INC.	AHAC CANADA RUN OFF - CAD	1997-09-01	1999-09-01		
00004017351	93 - PROPERTY 0.	03 - SAN FRANCIS INLAND MARINE	INLAND MARINE	194986915	194986915	AZCO MINING, INC.	LEXINGTON INSURANCE COMPANY	2001-08-24	2002-08-24		
00001115065	93 - PROPERTY 03 - SAN FRANCIS INLAND MARINE	3 - SAN FRANCIS	INLAND MARINE	194986915	194986915	AZCO MINING, INC.	LEXINGTON INSURANCE COMPANY	2001-12-20	2002-12-20		
00004862139	39 - PRIVATE AND 23 - DENVER		D & O - CLAIMS MAC	194986915	194988915	AZCO MINING,INC	AHAC CANADA RUN OFF - CAD	1997-09-01	1999-09-01		

NOTICE OF PREMIUM DUE:

If this invoice results in additional premium, it is due and payable to the company upon receipt of this bill.



FOR INSURANCE IN FAVOR OF:

SANTA FE GOLD CORPORATION 1128 PA ST NE STE 200 ALBUQUERQUE, NM 87110-7437

PRODUCER:

WILLIS OF ARIZONA, INC. 11201 N TATUM BLVD PHOENIX, AZ 85028-0149 ATTN: Matt Romano

PROFIT CENTER

BILLING DATE

ENERGY (54)

04/01/2014

PRODUCER CODE

3863

	REVISED AU	DIT INVOICE	
CONTRACT#	POLICY PERIOD	COMMISSION (\$)	FEES (\$)
860778	10/01/2012-10/01/2013	(3,110)	36,588

TOTAL COMMISSION DUE AIG / (BROKER)

TOTAL DUE

(\$3,110)

\$36,588

Please review the attached documentation to ensure that the invoice is consistent with your records.

Address any inquiries to: Nicholas Biello By email: Nicholas.Biello@aig.com

REMIT TO:

AIG

Regular Mail:

PO Box 10472, Newark, NJ 07193-0472

Express Mail:

4 Chase Metrotech Center, 7th Floor East Lockbox 10472, Brooklyn, NY 11245

WIRING INSTRUCTIONS:

Chase Manhattan Bank, 55 Water Street, NY, NY 10005 ABA # 021-000-021

National Union Fire Insurance Co. of Pittsburgh, PA Bank A/C # 323-160-387 Phone # 1-877-204-1124



Insured Name: SANTA FE GOLD CORPORATION

Credited Division ENERGY (54) Region LOS ANGELES (5) Valued as of 10/31/2013 Expiration Date 10/01/2013 Inception Date 10/01/2012 860778

Policy #'s: 7209862(WC)

PROGRAM COMPONENTS

Non-Subject Premium:

Component Name	Rates	Per	Rating Basis Type	Basis Amount \$	Actual Premium \$	Min (Y/N)	Minimum Premium \$	Chargeable Amount \$
Guaranteed Cost - WC 7209862	1.000000	1	STANDARD PREMIUM	172,646.00	172,646.00	N	00'0	172,646.00
ub Total - Non Subject Premium								172,646.00

172,646.00

Sub Total - Non Subject Premium

TOTAL

Page 1 of 2

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\$ 172,646.00

\$ 136,058.00





POLICY COVER PAGE

Date Printed: 03/13/14 Time Printed: 170902

007-20-9862 Policy/Quote Number: WC

Underwriter Name:

Issuing Office Division: Issuing Office Branch:

Issuing Office Region:

Operator Name:

Operator Telephone:

AUDR

054

010

21

Set Copy Name:

Transaction Type:

INSURED COPY

BAILEY, JASMINE

ARGUNA, JULIET

415-836-2773

Set Copy Mailing Instructions:

SANTA FE GOLD CORPORATION

1128 PA ST NE

ALBUQUERQUE, NM 87110-7437

Mail Method:

US Mail

Email Address:

EPS TRACKING-ID: WC 00720986230004

JOB-ID:

*** ANY1620D ***

0003863-00 Producer

054 Division Transaction **AUDR**



1AMPSHIRE INSURANCE COMPANY WORKERS' COMPENSATION INSURANCE

175 WATER STREET - EXECUTIVE OFFICES, NEW YORK, NY 10038

AUDIT ADVICE

INSURED

SANTA FE GOLD CORPORATION

1128 PA ST NE

SUITE 200

ALBUQUERQUE, NM 87110-7437

PRODUCER WILLIS OF ARIZONA INC 16220 N SCOTTSDALE ROAD

STE 600

SCOTTSDALE, AZ 85254-0000

FOR STATE OF: New Mexico

POLICY PERIOD

FROM: 10/01/12 TO: 10/01/13

AUDIT PERIOD

FROM: 10/01/12 TO: 10/01/13

CANCELLED: [] PRO-RATA [] SHORT RATE

BUREAU ID: 300081037

AUDIT TYPE: PHYSICAL

ISSUE DATE: 03/13/14

DIVISION: BRANCH: 054 CLEVELAND	POLICY N WC 007 054-21-1	VO: -20-9862 012-30		OF ADJUSTMENT: REVISED
DESCRIPTION	CODE	EXPOSURE	RATE	PREMIUM
PERIOD: 10/01/12 - 10/01/13 RATING GROUP: 0001-01 LOC NO 0001 SANTA FE GOLD CORPORATION 1128 PA ST NE SUITE 200 ALBUQUERQUE, NM 87110-0000 LOC NO 0002 LORDSBURG MINING COMPANY 1128 PA ST NE				
SUITE 200 ALBUQUERQUE, NM 87110-0000 MINING NOC-NOT COAL: UNDERGROUND & DRIVERS	1164		5.37	
MINING NOC-NOT COAL: SURFACE & DRIVERS	1165		4.88	
DISTRIBUTING COMPANIES & DRIVERS.	7380		5.36	
AVIATION -TRANSPORTATION OF PERSONNEL IN CONDUCT OF EMPLOYER'S BUSINESS-FLYING CREW	7421	40,600	1.71	694
CLERICAL OFFICE EMPLOYEES NOC.	8810	588,678	0.38	2,237
#01 AIRCRAFT OPERATION-PASSENGER SURCHARGE	9108	4	100.00	400
TOTAL CLASSIFICATION PREMIUM				3,331



HAMPSHIRE INSURANCE COMPANY WORKERS' COMPENSATION INSURANCE

175 WATER STREET - EXECUTIVE OFFICES, NEW YORK, NY 10038

AUDIT ADVICE

INSURED

SANTA FE GOLD CORPORATION

1128 PA ST NE

SUITE 200

ALBUQUERQUE, NM 87110-7437

PRODUCER WILLIS OF ARIZONA INC 16220 N SCOTTSDALE ROAD

STE 600

SCOTTSDALE, AZ 85254-0000

FOR STATE OF: New Mexico

POLICY PERIOD

FROM: 10/01/12 TO: 10/01/13

AUDIT PERIOD

FROM: 10/01/12 TO: 10/01/13

CANCELLED: [] PRO-RATA [] SHORT RATE

BUREAU ID: 300081037

AUDIT TYPE: PHYSICAL

ISSUE DATE: 03/13/14

DIVISION: BRANCH: 054 CLEVELAND	POLICY N WC 007 054-21-1	NO: -20-9862 012-30		OF ADJUSTMENT: REVISED
DESCRIPTION	CODE	EXPOSURE	RATE	PREMIUM
PERIOD: 10/01/12 - 10/01/13 RATING GROUP: 0001-02 LOC NO 0002 LORDSBURG MINING COMPANY 1128 PA ST NE SUITE 200 ALBUQUERQUE, NM 87110-0000				
MINING NOC-NOT COAL: UNDERGROUND & DRIVERS	1164	2,475,794	5.37	132,950
MINING NOC-NOT COAL: SURFACE & DRIVERS	1165	722,253	4.88	35,246
DRIVERS, CHAUFFEURS, MESSENGERS, AND THEIR HELPERS NOC- COMMERCIAL	7380		5.36	
CLERICAL OFFICE EMPLOYEES NOC.	8810	232,096	0.38	882
TOTAL CLASSIFICATION PREMIUM				169,078
TOTAL FOR SPLIT PERIOD: 10/01/12 - 10/01/13				
TOTAL CLASSIFICATION PREMIUM SPECIFIC WAIVER INCREASE LIMITS 2.80% TOTAL UNMODIFIED PREMIUM EXPERIENCE PREMIUM (ACTUAL) 1.21 SCHEDULE MODIFICATION -5.00% MODIFIED STANDARD PREMIUM	0930 9812 9898 9887			172,409 500 4,816 177,325 37,239 -10,749 203,835



MAMPSHIRE INSURANCE COMPANY WORKERS' COMPENSATION INSURANCE

175 WATER STREET - EXECUTIVE OFFICES, NEW YORK, NY 10038

AUDIT ADVICE

INSURED

SANTA FE GOLD CORPORATION

1128 PA ST NE

SUITE 200

ALBUQUERQUE, NM 87110-7437

PRODUCER WILLIS OF ARIZONA INC 16220 N SCOTTSDALE ROAD

STE 600

SCOTTSDALE, AZ 85254-0000

FOR STATE OF: New Mexico

POLICY PERIOD

FROM: 10/01/12 TO: 10/01/13

AUDIT PERIOD

FROM: 10/01/12 TO: 10/01/13

CANCELLED: [] PRO-RATA [] SHORT RATE

BUREAU ID: 300081037

AUDIT TYPE: PHYSICAL

ISSUE DATE: 03/13/14

DIVISION: BRANCH: 054 CLEVELAND		POLICY N WC 007 054-21-1	IO: -20-9862 012-30		TYPE O	F ADJUSTMENT: REVISED
DESCRIPTION		CODE	EXPOSURE	RA	TE	PREMIUM
TOTAL FOR STATE New Mexico MODIFIED STANDARD PREMIUM DRUG FREE PROGRAM UNDISCOUNTED PREMIUM PREMIUM DISCOUNT DISCOUNTED PREMIUM EXPENSE CONSTANT TERRORISM TOTAL PREMIUM STATE FINAL TOTAL TOTAL NM REMUNERATION: TOTAL PREMIUM FOR TERRORISM COVERAGE IN TOTAL ESTIMATED PREMIUM	-5.00% -11.40% 0.013 4,059,421 INCLUDED \$528	9846 0063 0900 9740	LAFOGUILE			203,838 -10,21 194,004 -22,111 171,888 236 522 172,640

NEW OF AMPSHIRE INSURANCE COMPANY

STATES OF THE STREET - EXECUTIVE OFFICES, NEW YORK, NY 10038

AUDIT ADVICE SUMMARY

INSURED

SANTA FE GOLD CORPORATION

1128 PA ST NE

SUITE 200

ALBUQUERQUE, NM 87110-7437

PRODUCER WILLIS OF ARIZONA INC 16220 N SCOTTSDALE ROAD

STE 600

SCOTTSDALE, AZ 85254-0000

POLICY PERIOD

FROM: 10/01/12 TO: 10/01/13

AUDIT PERIOD

FROM: 10/01/12 TO: 10/01/13

CANCELLED: PRO-RATA SHORT RATE

AUDIT TYPE: PHYSICAL

ISSUE DATE: 03/13/14

			ISSUE [DATE: 03/13/14	
DIVISION: BRANCH: 054 CLEVELAND		POLICY NO: WC 007-20-9862 054-21-1012-30	TYPE OF ADJUSTMEN' FINAL REVISED 001		
		DESCRIPTION		TAXES/ASSESSMENTS/ SURCHARGES	PREMIUM
THE PREVIOU REASON(S) :	S AUDIT DATED 01/15/14	HAS BEEN REVISED	FOR THE FOLLOWING		
TO AMEND EX	POSURES				
TOTAL POLIC	Y REMUNERATION:	4,059,421			
			DIT EARNED PREMIUM AMOUNT		172,6
		PRIO	R ESTIMATED EARNED AMOUNT TOTAL AP/RP AMOUNT		173,90 -1,20
			TOTAL AUDIT ADJUSTMENT		-1,26

THIS IS NOT A BILL

PRIOR ESTIMATED EARNED AMOUNT IS THE ORIGINAL POLICY PREMIUM AND ALL PREMIUM BEARING ENDORSEMENTS PLUS INTERIM AUDIT ADJUSTMENTS, IF APPLICABLE.

THIS AUDIT ADJUSTMENT DDES NOT REFLECT THE ACTUAL PREMIUM DUE FROM OR TO THE INSURED UNLESS ALL AMOUNTS PREVIOUSLY BILLED HAVE BEEN PAID.

Binder For Casualty Insurance Program

for

Santa Fe Gold Corporation

In consultation with your Representative

WILLIS OF ARIZONA, INC.

by

CHARTIS

Global Energy Casualty

PREPARED BY:	Jasmine Bailey
DATED:	09/26/2012
EFFECTIVE DATE:	10/01/2012
EXPIRATION DATE:	10/01/2013

SECTION 1 - POLICY NUMBERS, POLICY COMPANIES

	Policy Number	States Covered	Company Written In	Type of Coverage
١	VC 007209862	NM	i i	Statutory Workers' Compensation and Employers' Liability

ACKNOWLEDGED ON BEHALF OF:

Global Energy Casualty		
By (Print Name) :	Jasmine Bailey	
By(Signatur	e) :	
Title:	Underwriter	
Date :	09/26/2012	

Insured :	SANTA FE GOLD CORPORATION
By (Print Name) :	
By(Signature)	:
Title:	
Date :	

WILLIS OF ARIZONA, INC. Broker :		
By (Print Name) :	Matt Romano	
By(Signatur	e):	
Title:		
Date :	09/26/2012	

SECTION - 1 - INFORMATION ABOUT GLOBAL ENERGY CASUALTY

Global Energy Casualty provides a comprehensive array of tailor-made insurance and alternative risk solutions to national and commercial size oil and gas, power generation and utilities, chemical, and mining companies worldwide. The experts providing underwriting, claims, and loss mitigation services have years of energy and insurance experience. Their expertise fuels our integrated approach to underwriting, loss control, and claims services and allows us to customize programs to make a meaningful difference in our insureds' ability to prevent and control losses—whether an energy company's operations are stateside or in a number of countries.

Quality Service

Global Energy Casualty recognizes the importance of a customer-focused, integrated approach to risk management. Each client has a team of highly skilled experts serving its underwriting, loss control, and claims needs. Account managers ease and streamline communications on all facets of an insured's account. Regular, consistent interaction among Global Energy Casualty underwriters on all casualty lines helps to ensure comprehensive casualty coverage and reduce gaps or overlaps in our insureds' programs. They constantly examine the big picture, helping to ensure seamless casualty coverage for our insureds. They help energy operations take advantage of the full gamut of solutions available through Global Energy Casualty.

Our loss control experts specialize in the specific sectors of the energy industry and examine the issues that impact safety - management practices, physical hazards, and regulatory compliance. They customize strategies to reduce and eliminate costly risks and enhance workplace safety. Services can include hazard evaluation associated with employee injury, liability, and fleet operations, business partner training, and loss control program audits. In addition, each Global Energy Casualty client benefits from our unique Claims Liaison department which serves as a central point of contact for the client, broker, claims, underwriting and loss control teams. By facilitating communication, your Claims Liaison can answer the myriad of questions that can arise from a claim, resolve issues and mitigate losses by helping stop smaller claims from escalating for our clients. Our online claims reporting system makes it convenient for clients to report claims 24 hours a day, seven days a week. Once a claim is reported, our approach brings to bear high quality investigative, legal, medical, and accounting expertise early in the claims process when it can have the greatest benefit for the client. We consider all aspects of a claim and work collaboratively with our insureds and brokers to achieve mutually agreed upon objectives.

Financial Strength

Chartis' ratings are among the highest of any insurance and financial services organization in the world.

Chartis provides the most extensive range of commercial and industrial coverages available for corporate and commercial customers, from large multinationals to small businesses. Chartis is a longtime market leader in most lines, including the most complex insurance lines. We typically provide the highest insurance limits available and are first to address new or emerging risks. Policies underwritten by Chartis provide highly-rated financial strength, and specialized claims and loss control services.

SECTION 2 - PROGRAM RATES AND PREMIUMS

Guaranteed Cost Program

Coverage	Rate	Per	Basis Type	Estimated Exposure	Estimated Premium	Minimum
Workers Compensation	0	1	Audited Earned Premium	0	\$136,058	No
Total Premium					\$136,058	
Total Surcharge					\$0	
Estimated Total Cost					\$136,058	

Surcharges shown above - Breakdown by state & line of business:

Auto:	
TOTAL AUTO	
GL;	
TOTAL GL	
Workers Comp:	
TOTAL WC	

Terrorism Charges Included in Premium By Line of Business	Premium Percentage Allocated To Terrorism	Estimated Charge
Workers Compensation (TRIPRA)	1.00%	\$440

Premium Payment Plan

Payment No	Due Date	Premium	Surcharges
1	10/01/2012	\$136,058	
Total		\$136,058	

Estimated WC Payroll = \$3,387,005.

SECTION 3 - LIMITS, PROGRAM & COVERAGE

General Notes About Coverages

Coverage outlined in this document is for explanatory and reference purposes only. The coverage provisions do not necessarily conform to any specifications furnished in the submission received from your representative.

The policy (or policies) that we issue to you shall contain the full and complete terms, conditions, exclusions and coverages provided under your insurance program. Any differences between the proposal or binder and the policy which are mutually agreed to be discrepancies shall be subject to correction so as to accurately reflect the terms of the agreement between the parties. Should the parties fail to mutually agree to policy revisions, the provisions in the policy (or policies) at issuance shall govern. Upon receipt, please review the policy (policies) thoroughly with your representative, and notify us promptly in writing if you have any questions or concerns.

The calculation of premiums and other program features included in this document are based on the information provided by you and your representative. Additional locations, changes in exposure, or other variations may make it necessary to reevaluate this Proposal/Binder, the premium calculations or the plan factors. Any modification we make shall be based on our evaluation of these changes and whether they represent a measurable difference from the insurance program originally offered.

Entities included as Named Insureds are those shown as such on the policy (policies) Declaration page, as well as in the appropriate Named Insured endorsements attached to each individual policy, whether such are issued at inception or included by an endorsement thereafter.

While it is our intention to honor the terms and conditions of our contract with you, we are required to follow all regulatory and filing requirements in effect for various states where you have an exposure. We shall adhere to all state regulatory requirements. We shall not issue any form or apply any program that is in contravention to a governing regulation, rule, statute or law. Any form issued that is void, unapproved or inapplicable in any jurisdiction covered within the coverage territory of the policies shall apply where permissible and be deemed null and void in the conflicted jurisdiction(s).

Prior to binding a Massachusetts auto program, specific vehicle identification based information must be obtained from the insured. Receipt of all mandated information is required in order to process policies, registration and auto ID cards.

Prior to the inception date of coverage, you must provide us with the following information:

- For WC Coverage, all applicable FEIN numbers.
- ♦ For Auto Coverage, all DMV reporting information (other than New York).
- ♦ For WC Coverage, all UAIN.
- For WC Coverage in the state of Florida, a Florida Acord 130, fully completed, executed and notarized. In conjunction with your obligation to complete the Florida Workers Compensation Application [Acord Form 130 FL (2002/07)], you are subject to the continuing obligation as required under Florida Statutes, Chapter 443, to provide us, as your workers' compensation carrier, a copy of your quarterly earnings reports and self audits supported by the quarterly earnings reports ("Reports"). While you bear responsibility for additional obligations as set forth under Florida law and the terms of the Application, it is required that you provide us with copies of the Reports at the end of each quarter.

Nothing herein is intended to modify, eliminate or amend any requirement you have to provide us with information as detailed by the terms of the Application.

Any questions regarding this Proposal or Binder should be directed to Our Risk Management Representative shown in this document. *No Alterations to this Proposal or Binder May Be Made Without the Prior Written Approval of Risk Management.*

Insured Workers Compensation

New Hampshire Insurance Company

Effective: 12:01 AM 10/01/2012

Coverage	Limit	
Workers Compensation Coverage	Statutory	
Employers Liability		
Bodily Injury by Accident - Each Accident	\$1,000,000	
Each Employee Bodily Injury by Disease	\$1,000,000	
Policy Limit Bodily Injury by Disease	\$1,000,000	

States Covered - Item 3 A:

NM

States Covered - Item 3 C:

All States except those listed in item 3A, monopolistic states and the following state(s): CA, NH

Coverage Extensions and Exclusions				
Name	Form #	Edition Date		
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	WC 00 00 00 B	07/11		
All Mandatory State Endorsements	Various			
AIRCRAFT PREMIUM ENDORSEMENT	WC 00 04 01 A	05/86		
: 4 aircraft seats CHARTIS U.S. WORKERS' COMPENSATION AND GROUP	107437	01/11		
BENEFITS PRIVACY AND DATA SECURITY NOTICE				
NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT	WC 30 03 01	04/84		

NOTICE REG OFFICE OF FOREIGN ASSET CTRL	WCOFAC	07/05
NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	WC 00 04 14	07/90
PREMIUM DISCOUNT ENDORSEMENT	WC 00 04 06	04/84
PREMIUM DUE DATE ENDORSEMENT	WC 00 04 19	01/01
TRIPRA DISCLOSURE ENDORSEMENT	WC 00 04 22 A	09/08
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT	WC 00 03 13	04/84
Wording: Union Pacific Railroad Company, Real Estate Dept., Attn: Mgr. Track, 1400 Douglas Street, Stop 1690, Omaha, NE 68179-1690		
Named Insureds/Addresses NM Cancellation and Nonrenewal Endt 60 days/nonrenewal ex	cept 10 for non payment	WC 99 06 10 WC 300601

Workers Compensation Premiums

The premium shown in Section 2 is only an estimate of the program premium, based on:

- your estimated payrolls during the proposed policy's term,
- our rates in use at the time of this proposal; and,
- our estimate of the Experience Modifications.

We will apply rates and final Experience Modifications that are approved by state authorities for the Company for the effective date stated above. Final premiums and surcharges will be determined based on our Manuals of Rules, Classifications, Rates and Rating Plans. All information required to determine the final premiums and surcharges is subject to verification and change by audit.

Changes in Premium: The total estimated premium for the policy may change, and the final premium will differ from the estimated premium. The premium may change for reasons such as, but not limited to, the following:

- 1. mid-term rate change due to change in the Workers' Compensation law of a covered state,
- 2. correction of the rating classifications describing your business,
- 3. correction of your estimated annual payrolls or their distribution to your classifications and covered states,
- 4. discovery of additional information about your business not disclosed to us prior to our issuance of this Proposal,
- 5. information that you engaged one or more independent contractors who did not have their own Workers' Compensation insurance; and
- 6. other reasons in accordance with our rules as approved by the insurance regulatory agencies of the covered states.

We will make changes to the policy or to the premium in the form of a written endorsement of the policy, which we will send to you or your broker of record identified in the policy.

Workers Compensation small deductible (NCCI or Independent State Rating Plan) Policy/Plan Premiums In the event the program includes a deductible, a discount in the premium for the NCCI small deductible or independent state small deductible policies shown in the schedule is calculated in accordance with either the NCCI deductible rating plan or the independent state small deductible rating plan, whichever is applicable. The premium includes a provision for certain taxes and assessments (including residual market plan assessments) which we expect to become obligated to pay based on the premium. Furthermore, in the event that any state regulatory authority determines that deductible reimbursements or recoveries are taxable as premium or subject to assessments, you will be obligated to pay the premium taxes and/or assessments applicable to the policies.

SECTION 4 - IMPORTANT NOTES

Documentation

By accepting this Casualty Insurance Program, the Insured agrees to provide Risk Management with the correctly completed and signed documents as required by Risk Management:

- For Auto coverage, completed UM/UIM/PIP Automobile Election/Rejection forms prior to inception of automobile coverage.
- For WC Coverage in the state of Florida, pursuant to Florida statute, a fully completed, executed and notarized Florida Acord 130 application within 30 days of the inception of coverage.
- A signed copy of the Acknowledgement form included in this document, which confirms acceptance of all
 aspects of the Casualty Insurance Program by the Insured and Agent, returned within 30 days of the inception
 date of the program.

All documents requiring signature must be signed by an *authorized representative* of the Insured and in some instances, on behalf of Your Insurance Representative. All documents *must* be dated as of the inception date of the program.

Failure to execute any of the requisite documents within the time periods required will render the Financial Plan of your Casualty Insurance Program void at the discretion of Risk Management. The entire amount of the "Estimated Cost" specified under the program will thereafter become immediately due and payable to us in cash. Failure to pay premium within 5 Days of the billing date may result in the exercise of various default remedies including, but not limited to, cancellation.

Issuance of policies under your insurance program requires your submission of critical company identifying information. Failure to provide such requested information raises serious reporting issues. Accordingly, any failure to provide requested FEIN, UIAN (unemployment numbers), Tax ID, Department of Labor or other such numbers will delay policy issuance until such information has been received by the carrier. No penalty shall attach to the carrier for delays in policy issuance arising out of any failure to timely provide the required information.

Acquisitions and Divestitures

With respect to any acquisitions or divestitures that represent a greater than 20% increase in exposure, Risk Management may, at its discretion, require a program review. That review MAY result in a premium adjustment.

Estimated Premium

The estimated premium(s) shown in this Proposal or Binder is based on rates, and experience modifications (if applicable) in use at the time this proposal is submitted to you. Any reference to Total or Final Premium is for explanatory purposes only. None of the numbers herein are intended to represent final calculation. Neither Risk Management, nor any member company of Chartis shall be bound by the calculations arrived at in the tables shown. The tables serve merely to demonstrate the calculation process. All amounts are subject to modification through the binding process and to program adjustments after binding. The terms of the Casualty Insurance Program, our manuals of rules, classifications, rates and rating plan will determine the adjusted premium and surcharges (if any). All information required to conduct our adjustments are subject to verification and change.

Estimated Taxes, Assessments and Surcharges

The taxes, assessments and surcharges shown on the Schedule are based upon our knowledge of the current law in the states involved. If the law changes, or a rate or assessment changes, or a new surcharge is imposed, or a state reinterprets its law, any additional taxes, assessments and surcharges will become part of *Your Payment Obligation*.

Notice about the Office of Foreign Assets Control (OFAC)

This proposal or resulting binder, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of U. S. economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC), if we determine that any such party is on the "Specially Designated Nationals or Blocked Persons" list maintained by OFAC.

Notice Applicable to Policies Issued Using the New York Free Trade Zone

For policies issued using the New York Free Trade Zone rule, the policy forms and the applicable rates are exempt from the filing requirements of the New York State Insurance Department. However, such forms and rates must meet the minimum standards of the New York Insurance Department.

Vermont Statute, Title 18: Health, Chapter 38: Lead Poisoning

Affidavit Attesting To Compliance With §1759. Essential Maintenance Practices

In 1996, the State of Vermont passed legislation (Act 165) pertaining to lead poisoning. The Act requires owners of pre-1978 rental dwellings or apartments, and operators of child care facilities housed in buildings constructed prior to 1978, to perform ESSENTIAL MAINTENANCE PRACTICES (EMP's) unless the property is certified pursuant to Act 165 to be lead-free.

An important part of §1759 addressing EMP's requires an owner/landlord to sign an affidavit indicating essential maintenance practices have been performed, the dates they were completed, and who performed them. This affidavit attesting to compliance <u>must</u> be filed annually with us (as your liability insurance carrier) as well as the Vermont Department of Health.

Commercial Insurance, in accordance with instructions by the Vermont Department of Banking, Insurance, Securities and Health Care Administration, is reaffirming with owners/landlords of affected properties their obligations for compliance with Act165. If §1759 is applicable to you, your affidavit is an important component of our underwriting file. Compliance with the Essential Maintenance Practices, and receipt of certification from a licensed inspector, provides the owner/landlord with certain liability protections.

Please ensure you follow through with certification and provide us with the required affidavit so that you enjoy the full protection the statute provides.

NOTE: This notice is not intended to detail the provisions of Act 165. Please see full text of the section of Act 165 (§1759) addressing EMP's on the internet at URL: leg.state.vt.us/statutes/fullsection.cfm?Title=18&Chapter=038&Section=01759

Terrorism Risk Insurance Program Reauthorization Act Of 2007

On December 26, 2007, the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2007 ("Reauthorization Act"). The new law serves to extend the Terrorism Risk Insurance Act of 2002 and its extension The Terrorism Risk Insurance Extension Act of 2005.

The Reauthorization act maintains your right to purchase insurance coverage for General Liability losses arising out of an Act of Terrorism, which is defined in the Reauthorization Act as:

An act certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property or (III) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of (I) an air carrier or vessel [described in TRIA]; or (II) the premises of a U.S. mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

On workers compensation policies, coverage for acts of terrorism is mandatory and your quotation automatically includes a charge for terrorism coverage.

You should read the Act for a complete description of its coverage. You should know that where coverage is provided under the Reauthorization Act for losses resulting form certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by us.

You should also know that the Reauthorization Act contains a \$100 Billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism where the amount of such losses in any one calendar year exceeds \$100 Billion.

Payment of Premium

Wire Transfers

Your representative will be sent a premium invoice. You will be responsible to remit the amounts required to your representative who will then wire transfer the money to us, indicating the purpose for the payment. Our wire transfer account information will be made available under separate cover to your representative upon their contact with Risk Management.

Your representative must notify us the day the wire transfer is made so that we may notify our New York accounting department.

Regular Mail

Premium Payments can be mailed to the following address:

Chartis

P.O. Box 10472

Newark, NJ 07193

Express Mail

Premium Payments can be express mailed to the following address:

Chartis

4 CHASE METRO TECH CENTER, 7th FLOOR EAST

LOCKBOX 10472

BROOKLYN, NY 11245

Premium Audit

Premium audits are required in all states covered under your Casualty Insurance Program. Risk Management has a staff devoted to the professional auditing of our accounts. An auditor will be available to meet with you to set the parameters and timetable for the audit process. Records for audit purposes should be available at each location within 30 Days after the policy(ies) anniversary or expiration.

California Access to records requirement:

As called for under California law, your workers compensation policy will contain a policy holder notice endorsement that requires you to provide us access to records necessary to perform a payroll verification audit. Your failure to provide access within the time period set out in the form (90 days after expiration of the policy), will render you liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy.

The form also provides that in the event you fail to provide access after our third request, you will also be liable for our costs in attempting to perform the audit.

Any premium adjustment developed in the course of an audit of programs/plans that are subject to the terms of the Payment Agreement will be deferred until Plan Adjustment. Changes in the premium amount, based on the completed audits, of all other types of program/plans, including Guaranteed cost programs, will be due within 30 Days of the billing date.

SECTION 6 - ATTACHMENTS

Chartis Claims, Inc.

Overview

Chartis Claims, Inc. is dedicated to enhancing our customers' competitive position by delivering effective risk control and claim management services which measurably reduce the ultimate cost of risk. We are committed to excellence, responsible stewardship and superior performance. Some 6,000 claim professionals manage workers' compensation and property and casualty claims in our service centers which are strategically located throughout the country.

Special Account Instructions

Where applicable, during Chartis Claims, Inc. initial set up meeting, we develop Special Account Instructions with your input to provide information to claim specialists regarding the custom claim management, reporting and threshold requirements you need. Change requests may be submitted by the broker or customer to the Chartis Claims, Inc. Team Representative. All service centers managing claims will be trained on these Special Account Instructions.

The Special Account Instructions that are developed and tailored for you are communicated electronically with all updates immediately available through the system to our service centers. Our claim specialists view the Special Account Instructions prior to the handling of any claim.

Special Account Instructions are on-line guidance enabling our claims representatives to understand the individual customer's service expectations not covered in our Best Service, Communication, and Claim Practices. In almost all instances, they discuss customized communications or information needs. These are guidance and not part of the insurance contract. A contract question or issue should be referred to the program underwriter.

Claims Reporting

Reporting claims by telephone - AIG Early Notice® (AIG EN) is a toll-free claims reporting service which allows customers to report workers' compensation, general liability, automobile, and property claims by telephone 24 hours a day, 7 days a week. There is no cost for this service.

Internet Claims Reporting - Chartis Claims, Inc. offers its customers IntelliRisk® First Notice of Loss (FNL) reporting through the Internet. This service is available to all of Chartis Claims, Inc. active customers who have registered for Internet claim reporting through their service representative. For further details visit our Website at intellirisk.com.

Risk Management Information Systems (RMIS)

Our Risk Management Information Services (RMIS) Division provides a valuable source of claim information solutions for today's demanding risk management concerns. Through our suite of IntelliRisk® e-Services and the support of our designated business and technology professionals, we help the policyholders of Chartis manage their claim program and reduce costs.

The suite of IntelliRisk® e-Services was designed to help facilitate every step of the claim process, and includes:

IntelliRisk NetSource® - An Internet-based online claim analysis and reporting system that provides real-time claim, payment and adjuster activity information for companies of all types and sizes. Available features include:

- . A powerful query function to pinpoint and analyze claim information;
- . Profiling to identify potential high severity claims;
- . A communication feature to facilitate e-mail correspondence;
- . An online reporting tool that draws on current and historical claim data.

IntelliRisk NetData® - Offers various methods of receiving electronic reports and data. Features include an Internet e-mail service that "pushes" an electronic version of our loss report as a file attachment in an e-mail, reports on CD-ROM, and the ability to send data via FTP (File Transfer Protocol) and on tape, cartridge or diskette.

IntelliRisk® First Notice of Loss (FNL) - Allows customers to report workers' compensation and property and casualty claims online, sending the information directly into the Chartis Claims, Inc. claim system and to the appropriate Chartis Claims, Inc. service center.

IntelliRisk® Medical Provider Listing (MPL) - Provides easy, fully searchable web-access to information on nearby

SECTION 5 - ATTACHMENTS

Global Loss Prevention

Global Loss Prevention (GLP), provides comprehensive safety, healthcare, environmental, property, and crisis management services. GLP has been providing clients with quality service for over two decades. Quality and measurable results: these factors make the difference for our customers. GLP services are performed under the control afforded by a certified ISO 9001 management system, a distinction which guarantees our organization adheres to a recognized global framework for delivering excellence in customer service, best practices and business leadership. At the core of our operating philosophy is a commitment to delivering the highest level of professional service. Drawing on our expertise, we provide customized assistance focused on our customers' needs. Through our international network of operations, we offer our services worldwide, and have built a record of success in effectively servicing the needs of our customers. Our international team of over 500 consultants, supplemented by our network of qualified and approved subcontractors/vendors, provides technical expertise in a wide array of specialties to ensure your specific needs are met and sound business solutions are delivered.

GLP constantly strives to add value to our customer's risk control program through its consulting services by offering risk-specific solutions and specialty programs designed to meet our customers' needs above and beyond the traditional offerings. Innovative programs include:

- Crisis Management Planning and Response Consulting
- Healthcare Programs, including employee training modules, developed specifically for Hospitals and Long-Term Care Facilities
- PIER Program: Specialist on call 24/7 to assist in response to pollution and environmental incidents 1(800) PIERNOW
- Best Practices Assessments that provide a "quantitative" management systems approach to risk control
- RiskTool: An exclusive, comprehensive web-based safety management system to help identify and reduce health and safety risk and manage risk across your entire organization. https://www.chartisinsurance.com/risktool

Our services are consultative in nature and focus on loss drivers and our customer's specific needs. The following key elements are offered for consideration in your risk control planning process:

- A single Account Manager assigned to your account providing you a single point of contact for all services provided by GLP.
- Safety training and safety materials (in-house programs, videos, web resources, etc.) in Spanish and English
 are available.
- Additional technical services can also be utilized as required to provide business solutions to issues of most concern to our customers in today's challenging society. Such areas as; Industrial Hygiene/Occupational Health, Safety Accountability and Incentive Programs, Behavioral Based Safety, Ergonomics, Fleet Training (on-line and personalized) and Early Return to Work Programs.
- Web based and on-site fleet safety programs, evaluations and specialized training programs.
- Development of customized video and web based training and informational programs.

NOTE: Basic risk control services for underwriting purposes have been included in your program. Additional risk control services are available by contacting your Global Loss Prevention representative.

SECTION 5 - ATTACHMENTS

MyMedicalRecords™

Through this secure, easy-to-use Personal Health Record, Chartis provides your employees with the ability to upload, store and manage their personal health records, as well as other important financial, legal and vital documents. MyMedicalRecords is a confidential, encrypted web-based application that can be accessed 24/7 from anywhere in the world using the Internet. MyMedicalRecords also includes valuable health management features such as an appointment reminder for doctor appointments, a built-in drug interaction checking tool and a special "emergency log-in" feature that allows physicians to access critical information in the event of a medical emergency.

MyMedicalRecords Key Features:

- Secure Web-Based System for Vital Documents
- Integrated Communications Platform with Voice and Fax
- Medical Records Storage
- Emergency Login for Doctors
- Each Account Covers Up to 10 Family Members
- Can Store Your Travel Documentation
- Secondary Passwords on Selected File Folders
- Customized File Management System
- Personal Prescription Database
- Drug Reference and Drug Interaction Tool
- Calendaring System with Appointment Reminders & Prescription Refill Alerts
- Ability to Customize File Folders
- Family Health History
- Privacy

It's easy for your employees to enroll, too. They can sign-up on-line by going to www.chartisinsurance.com/mmr, clicking on the "Join Now" link and entering the registration code provided.

On-line enrollment takes less than one minute.

OR

They can call MMR customer service, 888-808-4667, and a representative will help them.

MMRGlobal, through its wholly-owned operating subsidiary, MyMedicalRecords, Inc.,™ provides secure and easy-to-use online personal health records and electronic safe deposit box storage solutions that enable individuals and families to maintain and access all their medical records and other important documents from anywhere in the world using the Internet.

MyMedicalRecords™ is proprietary to MyMedicalRecords, Inc.

	SECTION 6 - C	COMMISSION		
	BROKER: WILLIS OF	ARIZONA, INC.		
	ACCOUNT: SANTA FETTING This Proposal:	GOLD CORPORATION		
	is Net of Commissio	n (check this box if no c	ommission applies).	
	includes Commission details below).	n payable to the broker	listed above (check this box if commission applies and complet	e the
	Coverage	Dollar Amount	Commission Adjustment Basis	\neg
	Workers Compensation	\$11,565	% of premium charged – Percentage: 8.5 %	
	General Liability			
	Automobile Liability			
	Total	\$11,565		
	Commission will be paid	:		
	At Inception.			
	Payment (Of Counter Signature	e Fees (If Any) Shall Be the Responsibility of the Broker.	
4				

NOTICE OF PREMIUM DUE:

If this invoice results in additional premium, it is due and payable to the company upon receipt of this bill.



FOR INSURANCE IN FAVOR OF:

SANTA FE GOLD CORPORATION 1128 PA ST NE STE 200 ALBUQUERQUE, NM 87110-7437

PRODUCER:

WILLIS OF ARIZONA, INC. 11201 N TATUM BLVD PHOENIX, AZ 85028-0149 ATTN: Sheryl Hayko PROFIT CENTER

BILLING DATE

ENERGY (54)

04/08/2014

PRODUCER CODE

3863

	REVISED AU	DIT INVOICE	
CONTRACT#	POLICY PERIOD	COMMISSION (\$)	FEES (\$)
860777	10/01/2011-10/01/2012	104	(1,226)

TOTAL COMMISSION DUE AIG / (BROKER)

TOTAL DUE

\$104

(\$1,226)

Please review the attached documentation to ensure that the invoice is consistent with your records.

Address any inquiries to: Nicholas Biello By email: Nicholas.Biello@aig.com

REMIT TO:

AIG

Regular Mail:

PO Box 10472, Newark, NJ 07193-0472

Express Mail:

4 Chase Metrotech Center, 7th Floor East Lockbox 10472, Brooklyn, NY 11245

WIRING INSTRUCTIONS:

Chase Manhattan Bank, 55 Water Street, NY, NY 10005 ABA # 021-000-021

National Union Fire Insurance Co. of Pittsburgh, PA Bank A/C # 323-160-387 Phone # 1-877-204-1124



Insured Name: SANTA FE GOLD CORPORATION

act#	Inception Date	Expiration Date	Valued as of	Region	Credited Division
860777	10/01/2011	10/01/2012	10/31/2012	LOS ANGELES (5)	ENERGY (54)

7209862(WC)

PROGRAM COMPONENTS

Non-Subject Premium:

Component Name	Rates	Per	Rating Basis Type	Basis Amount \$	Actual Premium \$	Min (Y/N)	Minimum Premium \$	Chargeable Amount \$
Guaranteed Cost - WC 007209862	1.000000	1	STANDARD PREMIUM	143,190.00	143,190.00	N	00'0	143,190,00
Sub Total - Non Subject Premium								143,190.00

143,190.00

TOTAL

Page 1 of 2

AUDIT ADJUSTINENT

Apr 3, 2014



\$ 143,190.00

\$ 144,416.00

\$ -1,226.00

		Ц
not included in max):		
TOTAL INSURANCE COST (included in max + not included in max):	LESS Total Premium Paid to Date:	TOTAL DUE UPON RECEIPT:
ત્વ	q	O





POLICY COVER PAGE

Date Printed: 03/17/14 Time Printed: 192107

007-20-9862 Policy/Quote Number: WC

BAILEY, JASMINE

Underwriter Name: Issuing Office Division:

054

Issuing Office Branch: Issuing Office Region:

52 005

Operator Name:

BISER, KANDY

Operator Telephone:

925-942-4114

Transaction Type:

AUDR

Set Copy Name:

INSURED COPY

Set Copy Mailing Instructions:

SANTA FE GOLD CORPORATION

1128 PA ST NE

ALBUQUERQUE, NM 87110-7437

Mail Method:

US Mail

Email Address:

EPS TRACKING-ID: WC 00720986220005 JOB-ID: *** ANY1620D ***

0003863-00 Producer Division 054

Transaction **AUDR**

TOTAL PAGES in this copy: 5 (including this page)



TAMPSHIRE INSURANCE COMPANY WORKERS' COMPENSATION INSURANCE

175 WATER STREET - EXECUTIVE OFFICES, NEW YORK, NY 10038

AUDIT ADVICE

INSURED

SANTA FE GOLD CORPORATION

1128 PA ST NE

SUITE 200

ALBUQUERQUE, NM 87110-7437

PRODUCER WILLIS OF ARIZONA INC 16220 N SCOTTSDALE ROAD

STE 600

SCOTTSDALE, AZ 85254-0000

FOR STATE OF: New Mexico

POLICY PERIOD

FROM: 10/01/11 TO: 10/01/12

AUDIT PERIOD

FROM: 10/01/11 TO: 10/01/12

CANCELLED: [] PRO-RATA [] SHORT RATE

BUREAU ID: 300081037

AUDIT TYPE: PHYSICAL

ISSUE DATE: 03/17/14

		1000L DA	L. 03/17/14	
DIVISION: BRANCH: 054 PHOENIX	POLICY N WC 007 054-52-1	NO: -20-9862 011-20		OF ADJUSTMENT: REVISED
DESCRIPTION	CODE	EXPOSURE	RATE	PREMIUM
PERIOD: 10/01/11 - 10/01/12				
RATING GROUP: 0001-01 LOC NO 0001 SANTA FE GOLD CORPORATION 1128 PA ST NE SUITE 200 ALBUQUERQUE, NM 87110-0000				
LOC NO 0002 LORDSBURG MINING COMPANY 1128 PA ST NE SUITE 200 ALBUQUERQUE, NM 87110-0000				
MINING NOC-NOT COAL: UNDERGROUND & DRIVERS	1164		5.34	
MINING NOC-NOT COAL: SURFACE & DRIVERS	1165		3.57	
GEOPHYSICAL EXPLORATION: NOC-ALL EMPLOYEES & DRIVERS	7380		4.73	
AVIATION -TRANSPORTATION OF PERSONNEL IN CONDUCT OF EMPLOYER'S BUSINESS-FLYING CREW	7421	44,800	1.53	685
CLERICAL OFFICE EMPLOYEES NOC.	8810	433,613	0.35	1,518
#01 AIRCRAFT OPERATION-PASSENGER SURCHARGE	9108	4	100.00	400
TOTAL CLASSIFICATION PREMIUM				2,603



HAMPSHIRE INSURANCE COMPANY WORKERS' COMPENSATION INSURANCE

175 WATER STREET - EXECUTIVE OFFICES, NEW YORK, NY 10038

AUDIT ADVICE

INSURED

SANTA FE GOLD CORPORATION

1128 PA ST NE

SUITE 200

ALBUQUERQUE, NM 87110-7437

PRODUCER WILLIS OF ARIZONA INC

16220 N SCOTTSDALE ROAD

STE 600

SCOTTSDALE, AZ 85254-0000

FOR STATE OF: New Mexico

POLICY PERIOD

FROM: 10/01/11 TO: 10/01/12

AUDIT PERIOD

FROM: 10/01/11 TO: 10/01/12

CANCELLED: [] PRO-RATA [] SHORT RATE

BUREAU ID: 300081037

AUDIT TYPE: PHYSICAL

ISSUE DATE: 03/17/14

DIVISION: BRANCH: 054 PHOENIX	POLICY NO: wc 007-20-9862 054-52-1011-20		TYPE OF ADJUSTMENT: FINAL REVISED	
DESCRIPTION	CODE	EXPOSURE	RATE	PREMIUM
PERIOD: 10/01/11 - 10/01/12				
RATING GROUP: 0001-02 LOC NO 0002 LORDSBURG MINING COMPANY 1128 PA ST NE SUITE 200 ALBUQUERQUE, NM 87110-0000				
MINING NOC-NOT COAL: UNDERGROUND & DRIVERS	1164	2,025,226	5.34	108,14
MINING NOC-NOT COAL: SURFACE & DRIVERS	1165	680,009	3.57	24,270
GEOPHYSICAL EXPLORATION: NOC-ALL EMPLOYEES & DRIVERS	7380	45,469	4.73	2,15
CLERICAL OFFICE EMPLOYEES NOC.	8810	230,788	0.35	808
TOTAL CLASSIFICATION PREMIUM				135,38
TOTAL FOR SPLIT PERIOD: 10/01/11 - 10/01/12				
TOTAL CLASSIFICATION PREMIUM SPECIFIC WAIVER INCREASE LIMITS 2.80% TOTAL UNMODIFIED PREMIUM EXPERIENCE PREMIUM (ACTUAL) 1.25 SCHEDULE MODIFICATION -5.00% MODIFIED STANDARD PREMIUM	9898			137,98 50 3,85 141,93 35,48 -8,89 168,55

THIS IS NOT A BILL



HAMPSHIRE INSURANCE COMPANY WORKERS' COMPENSATION INSURANCE

175 WATER STREET - EXECUTIVE OFFICES, NEW YORK, NY 10038

AUDIT ADVICE

INSURED

SANTA FE GOLD CORPORATION

1128 PA ST NE

SUITE 200 ALBUQUERQUE, NM 87110-7437

PRODUCER WILLIS OF ARIZONA INC

16220 N SCOTTSDALE ROAD

STE 600

SCOTTSDALE, AZ 85254-0000

FOR STATE OF: New Mexico

POLICY PERIOD

FROM: 10/01/11 TO: 10/01/12

AUDIT PERIOD

FROM: 10/01/11 TO: 10/01/12

CANCELLED: [] PRO-RATA [] SHORT RATE

BUREAU ID: 300081037

AUDIT TYPE: PHYSICAL

ISSUE DATE: 03/17/14

TOROTALE OF THE MEMORE			1330L DA		0, 11, 11	
DIVISION: BRANCH: 054 PHOENIX		POLICY N WC 007	IO: -20-9862 011-20			F ADJUSTMENT: REVISED
DESCRIPTION		CODE	EXPOSURE	R/	ATE	PREMIUM
TOTAL FOR STATE New Mexico						
MODIFIED STANDARD PREMIUM DRUG FREE PROGRAM UNDISCOUNTED PREMIUM PREMIUM DISCOUNT DISCOUNTED PREMIUM EXPENSE CONSTANT TERRORISM TOTAL PREMIUM STATE FINAL TOTAL TOTAL NM REMUNERATION: TOTAL PREMIUM FOR TERRORISM COVERAGE IN TOTAL ESTIMATED PREMIUM	-5.00% -11.20% 0.013 3,459,905 INCLUDED \$450	9846 0063 0900 9740				168,551 -8,446 160,485 -17,975 142,510 230 450 143,190

THIS IS NOT A BILL

MPSHIRE INSURANCE COMPANY KKERS' COMPENSATION INSURANCE 175 WATER STREET - EXECUTIVE OFFICES, NEW YORK, NY 10038

AUDIT ADVICE SUMMARY

INSURED

SANTA FE GOLD CORPORATION

1128 PA ST NE

SUITE 200

ALBUQUERQUE, NM 87110-7437

PRODUCER WILLIS OF ARIZONA INC 16220 N SCOTTSDALE ROAD

STE 600

SCOTTSDALE, AZ 85254-0000

POLICY PERIOD

FROM: 10/01/11 TO: 10/01/12

AUDIT PERIOD

FROM: 10/01/11 TO: 10/01/12

PRO-RATA CANCELLED: SHORT RATE

AUDIT TYPE: PHYSICAL

ISSUE DATE: 03/17/14

		ISSUE	DATE: 03/17/14	
DIVISION: 054	BRANCH: PHOENIX	POLICY NO: WC 007-20-9862 054-52-1011-20	TYPE OF FINAL RE	ADJUSTMENT: Vised 001
	DESCRIPT	TON	TAXES/ASSESSMENTS/ SURCHARGES	PREMIUM
THE PREVIOUS REASON(S) :	S AUDIT DATED 12/20/12 HAS BEEN R	REVISED FOR THE FOLLOWING		
-RE-ASSIGNE	D PAYROLL FROM CLASS CODE 7421 TO	8810.		
TOTAL POLIC	Y REMUNERATION: 3,459,905			
		AUDIT EARNED PREMIUM AMOUN PRIOR ESTIMATED EARNED AMOUN	_ I	143,11 144,4
		TOTAL AP/RP AMOUN TOTAL AUDIT ADJUSTMEN	т	-1,2: -1,2:
		IDIAL MODIL MOOD IMEN	"	-1,2

THIS IS NOT A BILL

PRIOR ESTIMATED EARNED AMOUNT IS THE ORIGINAL POLICY PREMIUM AND ALL PREMIUM BEARING ENDORSEMENTS PLUS INTERIM AUDIT ADJUSTMENTS, IF APPLICABLE.

THIS AUDIT ADJUSTMENT DOES NOT REFLECT THE ACTUAL PREMIUM DUE FROM OR TO THE INSURED UNLESS ALL AMOUNTS PREVIOUSLY BILLED HAVE BEEN PAID.

Binder For Casualty Insurance Program

for

Santa Fe Gold Corporation

In consultation with your Representative

WILLIS OF ARIZONA, INC.

by

CHARTIS

Global Energy Casualty

PREPARED BY:	Jasmine Bailey
DATED:	09/29/2011
EFFECTIVE DATE:	10/01/2011
EXPIRATION DATE:	10/01/2012

SECTION 1 - POLICY NUMBERS, POLICY COMPANIES

Polic	cy Number	States Covered	Company Written In Type of Coverage	
wc oo	07209862	NM	New Hampshire Insurance Company	Statutory Workers' Compensation and Employers' Liability

ACKNOWLEDGED ON BEHALF OF:

Global Ener	rgy Casualty	
By (Print Name) :	Jasmine Bailey	
By(Signatu	re):	
Title:	Underwriter	
Date :	09/29/2011	

Insured :	SANTA FE GOLD CORPORATION	
By (Print Name) :		
By(Signature)	1	
Title:		
Date :		

WILLIS OF ARIZONA, INC. Broker:				
By (Print Name) :	Matt Romano			
By(Signature)	:			
Title:	Placement Specialist			
Date :	09/29/2011			

SECTION - 1 - INFORMATION ABOUT GLOBAL ENERGY CASUALTY

Global Energy Casualty provides a comprehensive array of tailor-made insurance and alternative risk solutions to national and commercial size oil and gas, power generation and utilities, chemical, and mining companies worldwide. The experts providing underwriting, claims, and loss mitigation services have years of energy and insurance experience. Their expertise fuels our integrated approach to underwriting, loss control, and claims services and allows us to customize programs to make a meaningful difference in our insureds' ability to prevent and control losses—whether an energy company's operations are stateside or in a number of countries.

Quality Service

Global Energy Casualty recognizes the importance of a customer-focused, integrated approach to risk management. Each client has a team of highly skilled experts serving its underwriting, loss control, and claims needs. Account managers ease and streamline communications on all facets of an insured's account. Regular, consistent interaction among Global Energy Casualty underwriters on all casualty lines helps to ensure comprehensive casualty coverage and reduce gaps or overlaps in our insureds' programs. They constantly examine the big picture, helping to ensure seamless casualty coverage for our insureds. They help energy operations take advantage of the full gamut of solutions available through Global Energy Casualty.

Our loss control experts specialize in the specific sectors of the energy industry and examine the issues that impact safety - management practices, physical hazards, and regulatory compliance. They customize strategies to reduce and eliminate costly risks and enhance workplace safety. Services can include hazard evaluation associated with employee injury, liability, and fleet operations, business partner training, and loss control program audits. In addition, each Global Energy Casualty client benefits from our unique Claims Liaison department which serves as a central point of contact for the client, broker, claims, underwriting and loss control teams. By facilitating communication, your Claims Liaison can answer the myriad of questions that can arise from a claim, resolve issues and mitigate losses by helping stop smaller claims from escalating for our clients. Our online claims reporting system makes it convenient for clients to report claims 24 hours a day, seven days a week. Once a claim is reported, our approach brings to bear high quality investigative, legal, medical, and accounting expertise early in the claims process when it can have the greatest benefit for the client. We consider all aspects of a claim and work collaboratively with our insureds and brokers to achieve mutually agreed upon objectives.

Financial Strength

Chartis' ratings are among the highest of any insurance and financial services organization in the world.

Chartis provides the most extensive range of commercial and industrial coverages available for corporate and commercial customers, from large multinationals to small businesses. Chartis is a longtime market leader in most lines, including the most complex insurance lines. We typically provide the highest insurance limits available and are first to address new or emerging risks. Policies underwritten by Chartis provide highly-rated financial strength, and specialized claims and loss control services.

SECTION 2 - PROGRAM RATES AND PREMIUMS

Guaranteed Cost Program

Coverage	Rate	Per	Basis Type	Estimated Exposure	Estimated Premium	Minimum
Workers Compensation	0	1	Audited Earned Premium	0	\$114,918	No
Total Premium					\$114,918	
Total Surcharge					\$0	
Estimated Total Cost					\$114,918	

Surcharges shown above - Breakdown by state & line of business:

Auto:		
	TOTAL AUTO	
GL:		
	TOTAL GL	
Workers Comp:		·
	TOTAL WC	

Terrorism Charges Included in Premium By Line of Business	Premium Percentage Allocated To Terrorism	Estimated Charge
Workers Compensation (TRIPRA)	.03%	\$383

Premium Payment Plan

Payment No	Due Date	Premium	Surcharges
1	10/01/2011	\$114,918	
otal		\$114,918	

Workers Compensation Exposures = \$2,945,222 in payroll.

SECTION 3 - LIMITS, PROGRAM & COVERAGE

General Notes About Coverages

Coverage outlined in this document is for explanatory and reference purposes only. The coverage provisions do not necessarily conform to any specifications furnished in the submission received from your representative.

Issuance of policies under your insurance program requires your submission of critical company identifying information. Failure to provide such requested information raises serious reporting issues. Accordingly, any failure to provide requested FEIN, UIAN (unemployment numbers), Tax ID, Department of Labor or other such numbers will delay policy issuance until such information has been received by the carrier. No penalty shall attach to the carrier for delays in policy issuance arising out of any failure to timely provide the required information.

The policy (or policies) that we issue to you shall contain the full and complete terms, conditions, exclusions and coverages provided under your insurance program. Any differences between the proposal or binder and the policy which are mutually agreed to be discrepancies shall be subject to correction so as to accurately reflect the terms of the agreement between the parties. Should the parties fail to mutually agree to policy revisions, the provisions in the policy (or policies) at issuance shall govern. Upon receipt, please review the policy (policies) thoroughly with your representative, and notify us promptly in writing if you have any questions or concerns.

The calculation of premiums and other program features included in this document are based on the information provided by you and your representative. Additional locations, changes in exposure, or other variations may make it necessary to reevaluate this Proposal/Binder, the premium calculations or the plan factors. Any modification we make shall be based on our evaluation of these changes and whether they represent a measurable difference from the insurance program originally offered.

Entities included as Named Insureds are those shown as such on the policy (policies) Declaration page, as well as in the appropriate Named Insured endorsements attached to each individual policy, whether such are issued at inception or included by an endorsement thereafter.

While it is our intention to honor the terms and conditions of our contract with you, we are required to follow all regulatory and filing requirements in effect for various states where you have an exposure. We shall adhere to all state regulatory requirements. We shall not issue any form or apply any program that is in contravention to a governing regulation, rule, statute or law. Any form issued that is void, unapproved or inapplicable in any jurisdiction covered within the coverage territory of the policies shall apply where permissible and be deemed null and void in the conflicted jurisdiction(s).

Prior to binding a Massachusetts auto program, specific vehicle identification based information must be obtained from the insured. Receipt of all mandated information is required in order to process policies, registration and auto ID cards.

Prior to the inception date of coverage, you must provide us with the following information:

- For WC Coverage, all applicable FEIN numbers.
- For Auto Coverage, all DMV reporting information (other than New York).
- For WC Coverage, all UAIN.
- For WC Coverage in the state of Florida, a Florida Acord 130, fully completed, executed and notarized. In conjunction with your obligation to complete the Florida Workers Compensation Application [Acord Form 130 FL (2002/07)], you are subject to the continuing obligation as required under Florida Statutes, Chapter 443, to provide us, as your workers' compensation carrier, a copy of your quarterly earnings reports and self audits supported by the quarterly earnings reports ("Reports"). While you bear responsibility for additional obligations as set forth under Florida law and the terms of the Application, it is required that you provide us with copies of the Reports at the end of each quarter.

Nothing herein is intended to modify, eliminate or amend any requirement you have to provide us with information as detailed by the terms of the Application.

Any questions regarding this Proposal or Binder should be directed to Our Risk Management Representative shown in this document. *No Alterations to this Proposal or Binder May Be Made Without the Prior Written Approval of Risk Management.*

Insured Workers Compensation

New Hampshire Insurance Company

Effective: 12:01 AM 10/01/2011

Coverage	Limit Statutory	
Workers Compensation Coverage		
Employers Liability		
Bodily Injury by Accident - Each Accident	\$1,000,000	
Each Employee Bodily Injury by Disease	\$1,000,000	
Policy Limit Bodily Injury by Disease	\$1,000,000	

States Covered - Item 3 A:

NM

States Covered - Item 3 C:

All States except those listed in item 3A, monopolistic states and the following state(s): CA, NH

Coverage Extensions and Exclusions				
Name	Form #	Edition Date		
AIRCRAFT PREMIUM ENDORSEMENT	WC 00 04 01 A	05/86		
: 4 aircraft seats CHARTIS U.S. WORKERS' COMPENSATION AND GROUP BENEFITS PRIVACY AND DATA SECURITY NOTICE	107437	01/11		
NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT	WC 30 03 01	04/84		
NOTICE REG OFFICE OF FOREIGN ASSET CTRL	WCOFAC	07/05		
NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	WC 00 04 14	07/90		

PREMIUM DISCOUNT ENDORSEMENT	WC 00 04 06	04/84
PREMIUM DUE DATE ENDORSEMENT	WC 00 04 19	01/01
TRIPRA DISCLOSURE ENDORSEMENT	WC 00 04 22 A	09/08
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT	WC 00 03 13	04/84
Wording: Union Pacific Railroad Company Real Estate Dept. Attn: Mgr. Track 1400 Douglas St. Stop 1690 Omaha, NE 68179-1690 	-	
WORKERS COMPENSATION AND EMPLOYERS LIABILITY NSURANCE POLICY	WC 00 00 00 B	07/11
All Mandatory State Endorsements	Various	
Named Insureds/Addresses NM Cancellation & Non-Renewal: 60 days/NonRenewal except 10	days non-nayment	WC 9906 10 WC 300601

Workers Compensation Premiums

The premium shown in Section 2 is only an estimate of the program premium, based on:

- your estimated payrolls during the proposed policy's term,
- our rates in use at the time of this proposal; and,
- our estimate of the Experience Modifications.

We will apply rates and final Experience Modifications that are approved by state authorities for the Company for the effective date stated above. Final premiums and surcharges will be determined based on our Manuals of Rules, Classifications, Rates and Rating Plans. All information required to determine the final premiums and surcharges is subject to verification and change by audit.

Changes in Premium: The total estimated premium for the policy may change, and the final premium will differ from the estimated premium. The premium may change for reasons such as, but not limited to, the following:

- 1. mid-term rate change due to change in the Workers' Compensation law of a covered state,
- 2. correction of the rating classifications describing your business,
- 3. correction of your estimated annual payrolls or their distribution to your classifications and covered states,
- 4. discovery of additional information about your business not disclosed to us prior to our issuance of this Proposal,
- 5. information that you engaged one or more independent contractors who did not have their own Workers' Compensation insurance; and
- 6. other reasons in accordance with our rules as approved by the insurance regulatory agencies of the covered states.

We will make changes to the policy or to the premium in the form of a written endorsement of the policy, which we will send to you or your broker of record identified in the policy.

Workers Compensation small deductible (NCCI or Independent State Rating Plan) Policy/Plan Premiums In the event the program includes a deductible, a discount in the premium for the NCCI small deductible or independent state small deductible policies shown in the schedule is calculated in accordance with either the NCCI deductible rating plan or the independent state small deductible rating plan, whichever is applicable. The premium includes a provision for certain taxes and assessments (including residual market plan assessments) which we expect to become obligated to pay based on the premium. Furthermore, in the event that any state regulatory authority determines that deductible reimbursements or recoveries are taxable as premium or subject to assessments, you will be obligated to pay the premium taxes and/or assessments applicable to the policies.

SECTION 4 - IMPORTANT NOTES

Documentation

By accepting this Casualty Insurance Program, the Insured agrees to provide Risk Management with the correctly completed and signed documents as required by Risk Management:

- For Auto coverage, completed UM/UIM/PIP Automobile Election/Rejection forms prior to inception of automobile coverage.
- For WC Coverage in the state of Florida, pursuant to Florida statute, a fully completed, executed and notarized Florida Acord 130 application within 30 days of the inception of coverage.
- A signed copy of the Acknowledgement form included in this document, which confirms acceptance of all
 aspects of the Casualty Insurance Program by the Insured and Agent, returned within 30 days of the inception
 date of the program.

All documents requiring signature must be signed by an *authorized representative* of the Insured and in some instances, on behalf of Your Insurance Representative. All documents *must* be dated as of the inception date of the program.

Failure to execute any of the requisite documents within the time periods required will render the Financial Plan of your Casualty Insurance Program void at the discretion of Risk Management. The entire amount of the "Estimated Cost" specified under the program will thereafter become immediately due and payable to us in cash. Failure to pay premium within 5 Days of the billing date may result in the exercise of various default remedies including, but not limited to, cancellation.

Acquisitions and Divestitures

With respect to any acquisitions or divestitures that represent a greater than 20% increase in exposure, Risk Management may, at its discretion, require a program review. That review MAY result in a premium adjustment.

Estimated Premium

The estimated premium(s) shown in this Proposal or Binder is based on rates, and experience modifications (if applicable) in use at the time this proposal is submitted to you. Any reference to Total or Final Premium is for explanatory purposes only. None of the numbers herein are intended to represent final calculation. Neither Risk Management, nor any member company of Chartis shall be bound by the calculations arrived at in the tables shown. The tables serve merely to demonstrate the calculation process. All amounts are subject to modification through the binding process and to program adjustments after binding. The terms of the Casualty Insurance Program, our manuals of rules, classifications, rates and rating plan will determine the adjusted premium and surcharges (if any). All information required to conduct our adjustments are subject to verification and change.

Estimated Taxes, Assessments and Surcharges

The taxes, assessments and surcharges shown on the Schedule are based upon our knowledge of the current law in the states involved. If the law changes, or a rate or assessment changes, or a new surcharge is imposed, or a state reinterprets its law, any additional taxes, assessments and surcharges will become part of *Your Payment Obligation*.

Notice about the Office of Foreign Assets Control (OFAC)

This proposal or resulting binder, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of U. S. economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC), if we determine that any such party is on the "Specially Designated Nationals or Blocked Persons" list maintained by OFAC.

Notice Applicable to Policies Issued Using the New York Free Trade Zone

For policies issued using the New York Free Trade Zone rule, the policy forms and the applicable rates are exempt from the filing requirements of the New York State Insurance Department. However, such forms and rates must meet the minimum standards of the New York Insurance Department.

Vermont Statute, Title 18: Health, Chapter 38: Lead Poisoning

Affidavit Attesting To Compliance With §1759. Essential Maintenance Practices

In 1996, the State of Vermont passed legislation (Act 165) pertaining to lead poisoning. The Act requires owners of pre-1978 rental dwellings or apartments, and operators of child care facilities housed in buildings constructed prior to 1978, to perform ESSENTIAL MAINTENANCE PRACTICES (EMP's) unless the property is certified pursuant to Act 165 to be lead-free.

An important part of §1759 addressing EMP's requires an owner/landlord to sign an affidavit indicating essential maintenance practices have been performed, the dates they were completed, and who performed them. This affidavit attesting to compliance <u>must</u> be filed annually with us (as your liability insurance carrier) as well as the Vermont Department of Health.

Commercial Insurance, in accordance with instructions by the Vermont Department of Banking, Insurance, Securities and Health Care Administration, is reaffirming with owners/landlords of affected properties their obligations for compliance with Act165. If §1759 is applicable to you, your affidavit is an important component of our underwriting file. Compliance with the Essential Maintenance Practices, and receipt of certification from a licensed inspector, provides the owner/landlord with certain liability protections.

Please ensure you follow through with certification and provide us with the required affidavit so that you enjoy the full protection the statute provides.

NOTE: This notice is not intended to detail the provisions of Act 165. Please see full text of the section of Act 165 (§1759) addressing EMP's on the internet at URL:

leg.state.vt.us/statutes/fullsection.cfm?Title = 18&Chapter = 038&Section = 01759

Terrorism Risk Insurance Program Reauthorization Act Of 2007

On December 26, 2007, the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2007 ("Reauthorization Act"). The new law serves to extend the Terrorism Risk Insurance Act of 2002 and its extension The Terrorism Risk Insurance Extension Act of 2005.

The Reauthorization act maintains your right to purchase insurance coverage for General Liability losses arising out of an Act of Terrorism, which is defined in the Reauthorization Act as:

An act certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property or (III) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of (I) an air carrier or vessel [described in TRIA]; or (II) the premises of a U.S. mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

On workers compensation policies, coverage for acts of terrorism is mandatory and your quotation automatically includes a charge for terrorism coverage.

You should read the Act for a complete description of its coverage. You should know that where coverage is provided under the Reauthorization Act for losses resulting form certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by us.

You should also know that the Reauthorization Act contains a \$100 Billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism where the amount of such losses in any one calendar year exceeds \$100 Billion.

Payment of Premium

Wire Transfers

Your representative will be sent a premium invoice. You will be responsible to remit the amounts required to your representative who will then wire transfer the money to us, indicating the purpose for the payment. Our wire transfer account information will be made available under separate cover to your representative upon their contact with Risk Management.

Your representative must notify us the day the wire transfer is made so that we may notify our New York accounting department.

Regular Mail
Premium Payments can be mailed to the following address:
Chartis
P.O. Box 10472
Newark, NJ 07193

Express Mail
Premium Payments can be express mailed to the following address:
Chartis
4 CHASE METRO TECH CENTER, 7th FLOOR EAST
LOCKBOX 10472
BROOKLYN, NY 11245

Premium Audit

Premium audits are required in all states covered under your Casualty Insurance Program. Risk Management has a staff devoted to the professional auditing of our accounts. An auditor will be available to meet with you to set the parameters and timetable for the audit process. Records for audit purposes should be available at each location within 30 Days after the policy(ies) anniversary or expiration.

California Access to records requirement:

As called for under California law, your workers compensation policy will contain a policy holder notice endorsement that requires you to provide us access to records necessary to perform a payroll verification audit. Your failure to provide access within the time period set out in the form (90 days after expiration of the policy), will render you liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy.

The form also provides that in the event you fail to provide access after our third request, you will also be liable for our costs in attempting to perform the audit.

Any premium adjustment developed in the course of an audit of programs/plans that are subject to the terms of the Payment Agreement will be deferred until Plan Adjustment. Changes in the premium amount, based on the completed audits, of all other types of program/plans, including Guaranteed cost programs, will be due within 30 Days of the billing date.

SECTION 6 - ATTACHMENTS

Chartis Claims, Inc.

Overview

Chartis Claims, Inc. is dedicated to enhancing our customers' competitive position by delivering effective risk control and claim management services which measurably reduce the ultimate cost of risk. We are committed to excellence, responsible stewardship and superior performance. Some 6,000 claim professionals manage workers' compensation and property and casualty claims in our service centers which are strategically located throughout the country.

Special Account Instructions

Where applicable, during Chartis Claims, Inc. initial set up meeting, we develop Special Account Instructions with your input to provide information to claim specialists regarding the custom claim management, reporting and threshold requirements you need. Change requests may be submitted by the broker or customer to the Chartis Claims, Inc. Team Representative. All service centers managing claims will be trained on these Special Account Instructions.

The Special Account Instructions that are developed and tailored for you are communicated electronically with all updates immediately available through the system to our service centers. Our claim specialists view the Special Account Instructions prior to the handling of any claim.

Special Account Instructions are on-line guidance enabling our claims representatives to understand the individual customer's service expectations not covered in our Best Service, Communication, and Claim Practices. In almost all instances, they discuss customized communications or information needs. These are guidance and not part of the insurance contract. A contract question or issue should be referred to the program underwriter.

Claims Reporting

Reporting claims by telephone - AIG Early Notice® (AIG EN) is a toll-free claims reporting service which allows customers to report workers' compensation, general liability, automobile, and property claims by telephone 24 hours a day, 7 days a week. There is no cost for this service.

Internet Claims Reporting - Chartis Claims, Inc. offers its customers IntelliRisk® First Notice of Loss (FNL) reporting through the Internet. This service is available to all of Chartis Claims, Inc. active customers who have registered for Internet claim reporting through their service representative. For further details visit our Website at intellirisk.com.

Risk Management Information Systems (RMIS)

Our Risk Management Information Services (RMIS) Division provides a valuable source of claim information solutions for today's demanding risk management concerns. Through our suite of IntelliRisk® e-Services and the support of our designated business and technology professionals, we help the policyholders of Chartis manage their claim program and reduce costs.

The suite of IntelliRisk® e-Services was designed to help facilitate every step of the claim process, and includes:

IntelliRisk NetSource® - An Internet-based online claim analysis and reporting system that provides real-time claim, payment and adjuster activity information for companies of all types and sizes. Available features include:

- . A powerful query function to pinpoint and analyze claim information;
- . Profiling to identify potential high severity claims;
- . A communication feature to facilitate e-mail correspondence;
- . An online reporting tool that draws on current and historical claim data.

IntelliRisk NetData® - Offers various methods of receiving electronic reports and data. Features include an Internet e-mail service that "pushes" an electronic version of our loss report as a file attachment in an e-mail, reports on CD-ROM, and the ability to send data via FTP (File Transfer Protocol) and on tape, cartridge or diskette.

IntelliRisk® First Notice of Loss (FNL) - Allows customers to report workers' compensation and property and casualty claims online, sending the information directly into the Chartis Claims, Inc. claim system and to the appropriate Chartis Claims, Inc. service center.

IntelliRisk® Medical Provider Listing (MPL) - Provides easy, fully searchable web-access to information on nearby

SECTION 5 - ATTACHMENTS

Global Loss Prevention

Global Loss Prevention (GLP), provides comprehensive safety, healthcare, environmental, property, and crisis management services. GLP has been providing clients with quality service for over two decades. Quality and measurable results: these factors make the difference for our customers. GLP services are performed under the control afforded by a certified ISO 9001 management system, a distinction which guarantees our organization adheres to a recognized global framework for delivering excellence in customer service, best practices and business leadership. At the core of our operating philosophy is a commitment to delivering the highest level of professional service. Drawing on our expertise, we provide customized assistance focused on our customers' needs. Through our international network of operations, we offer our services worldwide, and have built a record of success in effectively servicing the needs of our customers. Our international team over 500 consultants, supplemented by our network of qualified and approved subcontractors/vendors, provides technical expertise in a wide array of specialties to ensure your specific needs are met and sound business solutions are delivered.

GLP constantly strives to add value to our customer's risk control program through its consulting services by offering risk-specific solutions and specialty programs designed to meet our customers' needs above and beyond the traditional offerings. Innovative programs include:

- Crisis Management Planning and Response Consulting
- Healthcare Programs, including employee training modules, developed specifically for Hospitals and Long-Term Care Facilities
- Specialist on call 24/7 to assist in response to pollution and environmental incidents
- Best Practices Assessments that provide a management systems approach to risk control
- An exclusive, comprehensive web-based safety management system to help identify and reduce health and safety risk and manage risk across your entire organization.

Our services are consultative in nature and focus on loss drivers and our customer's specific needs. The following key elements are offered for consideration in your risk control planning process:

- A single Account Manager assigned to your account providing you a single point of contact for all services provided by GLP.
- Safety training and safety materials (in-house programs, videos, web resources, etc.) in Spanish and English are available.
- Additional technical services can also be utilized as required to provide business solutions to issues of most concern to our customers in today's challenging society. Such areas as; Industrial Hygiene/Occupational Health, Safety Accountability and Incentive Programs, Behavioral Based Safety, Ergonomics, Fleet Training (on-line and personalized) and Early Return to Work Programs.
- Web based and on-site fleet safety programs, evaluations and specialized training programs.
- Development of customized video and web based training and informational programs.

NOTE: Basic risk control services for underwriting purposes have been included in your program. Additional risk control services are available by contacting your Global Loss Prevention representative.

SECTION 6 -	COMMISSION				
BROKER: WILLIS O	F ARIZONA, INC.				
	E GOLD CORPORATION				
	on (check this box if no	commission applies).			
		r listed above (check this box if commission app	olies and complete the		
Coverage	Dollar Amount	Commission Adjustment Basis			
Workers Compensation		% of premium charged – Percentage: 8.5	%		
General Liability					
Automobile Liability		N;			
Total					
Commission will be paid	d:				
At Inception.					
Payment Of Counter Signature Fees (If Any) Shall Be the Responsibility of the Broker.					

AIG PROPERTY CASUALTY 5 WOOD HOLLOW ROAD, 3RD FLOOR PARSIPPANY, NJ 07054

December 10, 2015

VIA OVERNIGHT MAIL

Santa Fe Claims Processing c/o American Legal Claim Services 5985 Richard Street, Suite 3 Jacksonville, FL 32216

Re:

Santa Fe Gold Corp., et al. Case Number: 15-11761

To whom this may concern:

Enclosed please find one original and one copy of a Proof of Claim for the case mentioned above. Please file the originals in the Court file, kindly have the copies stamped "Filed", and return the copies in the enclosed self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me at (973) 331-8576. Thank you for your cooperation in this matter.

Sincerely

Aleksandra F. Ashby Litigation Paralegal UPS Worldwide Express®

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ALEKSANDRA FISH 973-331-8576 AIG-PARSIPPANY, NJ 5 WOOD HOLLOW ROAD PARSIPPANY NJ 07054 0.0 LBS LTR 1 OF 1 SHIP TO: SANTA FE CLAIMS PRCNG C/O AM. LEGAL AMERICAN LEGAL CLAIMS SERVICES, LLC 5985 RICHARD STREET, SUITE 3 JACKSONVILLE FL 32216-5926 FL 322 9-23 JPS **NEXT** DAY AIR TRACKING #: 1Z E99 94E 01 9742 2517

CS 17.6.06.