

This is Affidavit #1 of
Susan Danielisz in this case and
was made on December 13, 2024



NO. S245121
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, C. 57, AS AMENDED

AND

IN THE MATTER OF ELEVATION GOLD MINING
CORPORATION, ECLIPSE GOLD MINING CORPORATION,
ALCMENE MINING INC., GOLDEN VERTEX CORP., GOLDEN
VERTEX (IDAHO) CORP. AND HERCULES GOLD USA, LLC

PETITIONERS

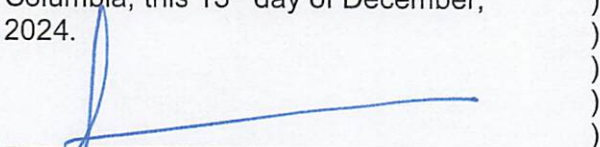
A F F I D A V I T

I, **Susan Danielisz**, paralegal, of 2400 – 745 Thurlow Street, Vancouver, British
Columbia, SWEAR THAT:

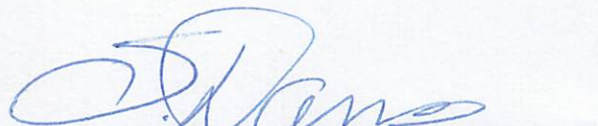
1. I am a paralegal at McCarthy Tétrault LLP ("**McCarthy**"), counsel for the Patriot Gold Corp., and as such, I have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. Attached hereto and marked as **Exhibit "A"** is a true copy of a Complaint filed by Nomad Royalty Company Ltd. against Elevation Gold Mining Corporation, Eclipse Gold Mining Corporation and Golden Vertex Corp. on November 18, 2024 in United States Bankruptcy Court for the District of Arizona, Case No. 2:24-bk-06359-EPB (Docket 99).
3. Attached hereto and marked as **Exhibit "B"** is a true copy of a Complaint filed by Patriot Gold Corp. against Golden Vertex Corp., Elevation Gold Mining Corporation, Golden Vertex (Idaho) Corp., Eclipse Gold Mining Corporation, Alcmene Mining Inc. and Hercules Gold USA

LLC on November 19, 2024 in United States Bankruptcy Court for the District of Arizona, Case No. 2:24-ap-00253-EPB (Docket 1).

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 13th day of December,)
2024.)



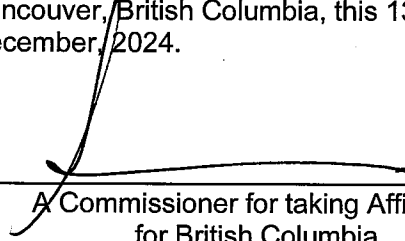
A Commissioner for taking Affidavits for)
British Columbia)



SUSAN DANIELISZ)

ASHLEY BOWRON
Barrister & Solicitor
McCarthy Tétrault LLP
SUITE 2400 - 745 THURLOW STREET
VANCOUVER, B.C. V6E 0C5
604-643-7973

This is **Exhibit "A"** referred to in **Affidavit #1** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 13th day of December, 2024.

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a horizontal line.

A Commissioner for taking Affidavits
for British Columbia

1 Bryce Suzuki (#022721)
 James G. Florentine (#034058)
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 6 Attorneys for Nomad Royalty Company Ltd.

7
 8
 9 **IN THE UNITED STATES BANKRUPTCY COURT**
 10 **FOR THE DISTRICT OF ARIZONA**

11 In re:
 12 ELEVATION GOLD MINING
 13 CORPORATION, *et al.*
 14
 15 Debtors in a Foreign Proceeding.

Proceedings Under Chapter 15
 Case No. 2:24-bk-06359-EPB
 (Jointly Administered)
 Case Nos. 2-24-bk-06364-EPB
 2-24-bk-06367-EPB
 2-24-bk-06368-EPB
 2-24-bk-06370-EPB
 2-24-bk-06371-EPB

18 Adv. No. _____

19 **COMPLAINT**

20
 21 NOMAD ROYALTY COMPANY LTD.,
 a Canadian business corporation,
 22
 Plaintiff,
 23
 v.
 24 ELEVATION GOLD MINING
 CORPORATION, a British Columbia
 25 company; ECLIPSE GOLD MINING
 CORPORATION, a British Columbia
 26 company; GOLDEN VERTEX CORP., an
 Arizona business corporation,
 27
 Defendants.
 28

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 L.L.P.
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 Phoenix, Arizona 85004-2556
 602.382.6000

1 Nomad Royalty Company Ltd. (“Plaintiff” or “Nomad”), for its complaint against
2 Elevation Gold Mining Corporation (“Elevation Gold”), Eclipse Gold Mining Corporation
3 (“Eclipse Gold”), and Golden Vertex Corp. (“Golden Vertex Arizona”, and together with
4 Elevation Gold and Eclipse Gold, the “Defendants” or “Debtors”) hereby alleges, avers,
5 and states as follows:

6 **PARTIES, JURISDICTION, AND VENUE**

7 1. Plaintiff is a Canadian business corporation and the owner of the Royalty in
8 the Arizona Mine (both of which are defined below).

9 2. Defendant Elevation Gold is a British Columbia company.

10 3. Defendant Eclipse Gold is a British Columbia company.

11 4. Defendant Golden Vertex Arizona is an Arizona business corporation.

12 5. On August 2, 2024, Defendant Elevation Gold filed a Chapter 15 Petition for
13 Recognition of a Foreign Proceeding (the “Elevation Gold Petition for Recognition”) in this
14 Court seeking recognition of the Bankruptcy Proceeding Court File No. S-245121 from the
15 Supreme Court of British Columbia Vancouver Registry. *See* Case No. 2:24-bk-06359-EPB
16 (the “Elevation Gold Chapter 15”).

17 6. On August 2, 2024, Defendant Eclipse Gold filed a Chapter 15 Petition for
18 Recognition of a Foreign Proceeding (the “Eclipse Gold Petition for Recognition”) in this
19 Court seeking recognition of the Bankruptcy Proceeding Court File No. S-245121 from the
20 Supreme Court of British Columbia Vancouver Registry. *See* Case No. 2-24-bk-06368-EPB
21 (the “Eclipse Gold Chapter 15”).

22 7. On August 2, 2024, Defendant Golden Vertex Arizona filed a Chapter 15
23 Petition for Recognition of a Foreign Proceeding (the “Golden Vertex Arizona Petition for
24 Recognition”, and together with the Elevation Gold Petition for Recognition and Eclipse
25 Gold Petition for Recognition, the “Petitions for Recognition”) in this Court seeking
26 recognition of the Bankruptcy Proceeding Court File No. S-245121 from the Supreme Court
27 of British Columbia Vancouver Registry. *See* Case No. 2-24-bk-06364-EPB (the “Golden
28

1 Vertex Arizona Chapter 15”, and together with the Elevation Gold Chapter 15 and Eclipse
2 Gold Chapter 15, the “Administrative Case”).

3 8. On August 5, 2024, this Court ordered the joint administration of, among
4 other cases, the Elevation Gold Chapter 15, Eclipse Gold Chapter 15, and Golden Vertex
5 Arizona Chapter 15.

6 9. Due to, among other things, Defendants’ filing of the Petitions for
7 Recognition, Defendants submitted themselves to the jurisdiction of this Court.

8 10. This Court has personal jurisdiction over Defendants.

9 11. Pursuant to 28 U.S.C. § 1334, this Court has jurisdiction to hear this adversary
10 proceeding.

11 12. This judicial district is the proper venue for this adversary proceeding under
12 28 U.S.C. §§ 1408 and 1409, as this adversary proceeding arises under, and is in connection
13 with, the Administrative Case, which is currently pending before this Court in this judicial
14 district.

15 BACKGROUND AND GENERAL ALLEGATIONS

16 13. On or about March 4, 2004, Patriot Gold Corp. (“Patriot Gold”), acquired the
17 Moss Mine from Minquest Inc. (“Minquest”), through a Binding Letter Agreement (the
18 “Letter Agreement”). A true and correct copy of the Letter Agreement is attached hereto
19 as Exhibit 1.

20 14. The Moss Mine is a gold and silver leach extraction mine encompassing
21 approximately 64 square miles in the Oatman District, Mohave County, Arizona (the
22 “Arizona Mine”).

23 15. The Arizona Mine is owned by Debtor Golden Vertex Arizona.

24 16. Pursuant to the Letter Agreement, Patriot Gold granted and conveyed to
25 Minquest certain production royalty interests (collectively, the “Royalty”).

26 17. The Royalty is described in the Letter Agreement as:

27 A 3% Net Smelter Return on any and all production derived from unpatented
28 mining claims listed under “Property” and on public lands within 1 mile of
Minquest, Inc.’s outside perimeter of the present claim boundary. A 1.0%

1 NSR on patented claims with no other royalty within the Property. A 0.5%
2 overriding Net Smelter Return on all production within the property derived
3 from patented claims with other royalty interests.

4 18. The Letter Agreement defines the "Property" subject to the Royalty as:

5 62 unpatented lode claims, specifically Moss 11-33, 33F, 34-39, 39F, 40-47,
6 47F and 48-70 held by Minquest ... located in Sections 19, 20, 29 and 30,
7 T20N, R20W and Sections 24 and 25, T20N, R21W. Patented claims that
8 the royalty applies to include, but are not limited to Key No.1 and 2, Moss
9 Millsite, Divide, Keystone Wedge, and the 2 California Moss claims.

10 19. In 2012, Patriot Gold filed a lawsuit against Minquest to enforce the terms of
11 the Letter Agreement in a case captioned *Patriot Gold Corp. v. MinQuest, Inc.*, Case No.
12 CV12-0617, in the Second Judicial District Court of the State of Nevada, Washoe County,
13 Nevada.

14 20. On or about April 11, 2013, Patriot Gold and Minquest resolved the Nevada
15 litigation when they entered into that certain Settlement Agreement dated April 11, 2013
16 (the "Settlement Agreement"). A true and correct copy of the Settlement Agreement is
17 attached hereto as Exhibit 2.

18 21. The Settlement Agreement applies to the "Moss Property," which the
19 Settlement Agreement defines as "the 62 unpatented lode claims specifically identified in
20 the [Letter Agreement] ... plus additional unpatented lode claims specifically identified as
21 'Moss 1-10' and 'Moss 118-148'" for a total of 104 unpatented claims.

22 22. The additional unpatented mining claims were contemplated by the Letter
23 Agreement's inclusion of "public lands within 1 mile of Minquest, Inc.'s outside perimeter
24 of the present claim boundary" in the definition of the Royalty.

25 23. Pursuant to the Settlement Agreement, Minquest transferred the Moss
26 Property to Patriot Gold by quit claim deed (the "Deed").

27 24. On or about April 26, 2013, the Deed was recorded in the Office of the
28 Mohave County Recorder. A true and correct copy of the Deed is attached hereto as Exhibit

3.

1 25. The Deed quitclaimed the Moss Property to Patriot Gold *“with the exception*
2 *of”* the Royalty. *See* Ex. 3.

3 26. Therefore, the royalty holder expressly retained its real-property royalty
4 interest under the terms of the recorded Deed. *See* Ex. 3.

5 27. Patriot Gold took title to the Moss Property subject to the Royalty.

6 28. The Royalty applies to the unpatented claims on the Moss Property
7 enumerated in the Deed as well as the patented claims within the original boundary of the
8 Moss Property, including the 7 patented claims described in the Letter Agreement.

9 29. The Settlement Agreement is binding on, and made for the benefit of, the
10 assigns and successors of Patriot Gold and Minquest.

11 30. Subsequently, Minquest transferred its ownership of the Royalty to Great
12 Basin Resources, Inc. (“GBRI”), by the Assignment and Assumption, Deed and Bill of Sale
13 dated July 25, 2017, recorded in the Office of the Mohave County Recorder on August 7,
14 2017, Document No. 2017037296.

15 31. GBRI transferred its ownership of the Royalty to Great Basin Royalty LLC
16 (“GBRL”), by the Assignment and Assumption, Deed and Bill of Sale dated February 21,
17 2018, Document No. 2018011038.

18 32. GBRL transferred the Royalty to Valkyrie Royalty Inc., a British Columbia
19 corporation (“Valkyrie”), by the Assignment and Assumption dated July 31, 2019, recorded
20 in the Office of the Mohave County Recorder on August 5, 2020. Document No.
21 2020043633.

22 33. On January 1, 2022, Valkyrie merged with Nomad.

23 34. Nomad became the owner of the Royalty as a result of the merger by operation
24 of law.

25 35. Beginning in or around May 2022, Debtor Golden Vertex Arizona ceased
26 making the required Royalty payments to Nomad.

27 36. On or around November 22, 2023, Nomad made demand on Golden Vertex
28 Arizona for its Royalty payments and an accounting.

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1 37. In an email dated December 12, 2023, Golden Vertex Arizona acknowledged
2 that as of October, 2023, it owed Nomad \$841,875 for the period of May 2022 through
3 October 2023.

4 38. Golden Vertex Arizona's calculation, however, did not include any 3%
5 Royalty component calculations.

6 39. Golden Vertex Arizona's calculations also incorrectly applied a 0.5% royalty
7 to one of the patented claims subject to the Royalty.

8 40. This resulted in a mistaken calculation in Golden Vertex Arizona's favor by
9 at least \$108,730.

10 41. Nomad is actually owed at least \$950,605 for the period of May 2022 through
11 October 2023.

12 42. On March 18, 2024, Golden Vertex Arizona contended that it owed Nomad
13 nothing and had actually overpaid Nomad.

14 43. Nomad estimates that the Royalty amount currently owing to Nomad is at
15 least \$1.5 million.

16 44. The amount owing to Nomad on account of the Royalty continues to accrue.

17 45. The Royalty cash Golden Vertex Arizona collected is Nomad's property.

18 **COUNT I**

19 **(Declaratory Relief – Plaintiff's Royalty is a Real Property Interest That Cannot Be**
20 **Extinguished)**

21 46. Plaintiff repeats and realleges each and every assertion of its Complaint as
22 though fully set forth herein.

23 47. The Deed quitclaimed the Moss Property to Patriot Gold "*with the exception*
24 *of*" the Royalty. *See Ex. 3.*

25 48. Therefore, the holder of the Royalty expressly retained its real-property
26 royalty interest pursuant to the Deed. *See Ex. 3.*

27 49. Plaintiff thus owns the Royalty.

28

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1 50. The Royalty is a real property interest as evidenced by, among other things,
2 the Deed.

3 51. Defendant disputes that the Royalty is a real property interest.

4 52. A ripe, continuing, and justiciable controversy has arisen between Plaintiff
5 and Defendants because Defendants dispute that Plaintiff's Royalty is a real property
6 interest.

7 53. Pursuant to Fed. R. Bankr. P. 7001, Plaintiff requests that this Court enter a
8 judgment determining and declaring that (i) Plaintiff's Royalty is real property interest and
9 (ii) that the Debtors cannot extinguish Plaintiff's Royalty.

10 **COUNT II**

11 **(Breach of Contract)**

12 54. Plaintiff repeats and realleges each and every assertion of its Complaint as
13 though fully set forth herein.

14 55. A valid contract exists between the Plaintiff and Defendants as evidenced by,
15 among other things, the Deed, Letter Agreement, and Settlement Agreement (together, the
16 "Contracts").

17 56. Defendants breached the Contracts by failing to pay the Royalty contractually
18 owed to Plaintiff for the period beginning in May 2022 to the present.

19 57. Defendants are obligated to calculate and pay the Royalty on each occasion
20 on which Defendants produce and receive credit to Defendants' refinery or smelter account
21 for the minerals, products of minerals and precious metals produced from the Moss Mine,
22 or when Defendants receive payment from the refinery or smelter to which Defendants
23 delivers minerals, mineral concentrates and doré metal.

24 58. As of October 2023, Golden Vertex Arizona acknowledged that Nomad was
25 owed \$841,875 in Royalties for the period of May 2022 through October 2023.

26 59. Golden Vertex Arizona's calculation, however, did not include any 3%
27 Royalty component calculations.
28

1 72. Golden Vertex Arizona's calculation, however, did not include any 3%
2 Royalty component calculations.

3 73. Golden Vertex Arizona's calculations also incorrectly applied a 0.5% royalty
4 to one of the patented claims subject to the Royalty.

5 74. Nomad is actually owed at least \$950,605 for the period of May 2022 through
6 October 2023.

7 75. Nomad estimates that the Royalty amount currently owing to Nomad is at
8 least \$1.5 million.

9 76. As a direct and proximate result of Defendants' breaches, Plaintiff has
10 suffered damages, and continues to suffer damages, in an amount to be determined at trial,
11 but in no event less than \$1.5 million.

12 COUNT IV

13 (Conversion and Constructive Trust)

14 77. Plaintiff repeats and realleges each and every assertion of its Complaint as
15 though fully set forth herein.

16 78. Plaintiff is the rightful owner of and is entitled to possession of the Royalty
17 and all of the Royalty payments free and clear of any and all claims, encumbrances, and
18 liens of Defendant.

19 79. Despite demand from Plaintiff, Defendants have failed to pay the Royalty
20 amounts due and owing, and instead, based on Plaintiff's information and belief, have
21 delivered Plaintiff's share of the refinery's metal outturn and corresponding revenues
22 comprising the Royalty to third parties.

23 80. Upon information and belief, Defendants directed and instructed the refinery
24 to which Defendants delivered mineral concentrates and doré metal produced from the
25 Moss Mine to deliver and pay Plaintiff's portion of the refinery's metal outturn representing
26 the Royalty to Defendants in derogation of Plaintiff's rights and in breach of Defendants'
27 obligations.
28

1 81. Defendants thus have intentionally exercised dominion and control over the
2 Royalty amount owed to Plaintiff by refusing to make the required payments and by falsely
3 asserting that they overpaid Plaintiff.

4 82. Nomad estimates that Defendants have wrongfully converted Plaintiff's share
5 of the refinery's metal outturn and corresponding revenues which represent the Royalty and
6 the Royalty payments in an amount not less than approximately \$1.5 million.

7 83. As a result of Defendants' wrongful exercise of dominion and control over
8 the Royalty amount, Plaintiff has been injured in an amount to be proven at trial, but in no
9 event less than \$1.5 million.

10 84. Defendants hold Plaintiff's share of the refinery's metal outturn and
11 corresponding revenues comprising the Royalty for Plaintiff's benefit.

12 85. Plaintiff is thus entitled to imposition of a constructive trust for Plaintiff's
13 benefit against Defendants on Plaintiff's share of the refinery's metal outturn and
14 corresponding revenues comprising the Royalty amounts due and owed.

15 COUNT V

16 (Accounting)

17 86. Plaintiff repeats and realleges each and every assertion of its Complaint as
18 though fully set forth herein.

19 87. Based on Plaintiff's information and belief, Defendants have created and
20 maintained accounting and financial records of their mining operations at the Moss Mine;
21 among the records are data that form the basis for calculating the Royalty payable to
22 Plaintiff based upon the location of mining activities, tons of ore extracted, the tons of ore
23 processed, the weights of concentrates processed, the weights of the doré metal recovered,
24 and the refined gold and silver outturned by Defendants' refinery from the concentrates and
25 doré delivered to the refinery by Defendants from the Moss Mine.

26 88. Defendants have deliberately withheld the Royalty due and owing to Plaintiff.

27 89. Plaintiffs are entitled to an order requiring that Defendants provide all
28 pertinent records to an accountant to be retained by Plaintiff so that an independent

1 accounting can be performed to ensure that the Royalty has been properly calculated and
 2 paid, that the amount of currently delinquent Royalty payments have been calculated and
 3 will be paid, and that future Royalty payments can and will be properly calculated, accrued,
 4 and paid to Plaintiff.

COUNT VI

(Declaratory Judgment A.R.S. 12-1832 and Slander of Title)

7 90. Plaintiff repeats and realleges each and every assertion of its Complaint as
 8 though fully set forth herein.

9 91. Defendants' assertion that the Royalty percentage rate payable to Plaintiff in
 10 respect of the production of minerals from the patented mining claim subject to the Royalty
 11 should be reduced from one percent (1.0%) to one-half percent (0.5%) is false, and is not
 12 authorized by the Royalty.

13 92. Defendants' assertion constitutes slander of Plaintiff's title to the one percent
 14 (1.0%) Royalty.

15 93. Defendants' assertion regarding the 0.5% Royalty has damaged Plaintiff
 16 because Defendants' assertion diminishes the value of the Royalty.

17 94. Plaintiff is entitled to recover compensatory damages from Defendants in an
 18 amount to be proven at trial of this action.

19 95. Defendants' false assertion regarding the 0.5% Royalty was made maliciously
 20 and recklessly with the intention to diminish the value of the royalty.

21 96. Plaintiff is entitled to recover exemplary and punitive damages from
 22 Defendant in an amount to be proven at trial of this action.

COUNT VII

(Injunctive Relief)

25 97. Plaintiff repeats and realleges each and every assertion of its Complaint as
 26 though fully set forth herein.

27 98. Defendants have wrongfully and unreasonably denied Plaintiff's rightful
 28 ownership and possession of Plaintiff's share of the refinery's metal outturn and the

1 corresponding revenues comprising the Royalty and the Royalty payments owed Plaintiff;
2 the Royalty constitutes a unique real property interest; Defendants' conduct has caused
3 Plaintiff injury and will cause irreparable harm if Defendants' conduct is not enjoined and
4 Plaintiff's rights to its share of the Refinery outturn, corresponding revenues and the
5 Royalty payments are not enforced and vested in Plaintiff.

6 **WHEREFORE**, Plaintiff prays for judgment and other relief against Defendants as
7 follows:

- 8 a. Compensatory, consequential, and incidental damages in an amount to be
9 proven at trial, but in no event less than \$1.5 million;
- 10 b. On Count I, a judgment determining and declaring that (i) Plaintiff's Royalty
11 is an interest in real property and (ii) that the Defendants cannot extinguish
12 Plaintiff's Royalty;
- 13 c. On Count II, judgment in the amount to be determined at trial, but in no event
14 less than \$1.5 million;
- 15 d. On Count III, judgment in the amount to be determined at trial, but in no event
16 less than \$1.5 million;
- 17 e. On Count IV, (i) judgment in the amount to be determined at trial, but in no
18 event less than \$1.5 million and (ii) imposition of a constructive trust for
19 Plaintiff's benefit against Defendants on Plaintiff's share of the refinery's
20 metal outturn and corresponding revenues comprising the Royalty amounts
21 due and owed;
- 22 f. On Count V, an order requiring that Defendants provide all pertinent records
23 to an accountant to be retained by Plaintiff so that an independent accounting
24 can be performed to ensure that the Royalty has been properly calculated and
25 paid, that the amount of currently delinquent Royalty payments have been
26 calculated and will be paid, and that future Royalty payments can and will be
27 properly calculated, accrued, and paid to Plaintiff.

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- 1 g. On Count VI, a judgment determining and declaring that Defendants' grant
 2 of the subsequent royalty on the patented claim subject to Plaintiff's Royalty
 3 does not reduce the Royalty percentage rate and that Defendants' assertion
 4 that it does reduce the Royalty percentage rate constituted slander of
 5 Plaintiff's title to the full one percent (1.0%) Royalty, and an order awarding
 6 of damages and punitive damages to Plaintiff;
- 7 h. On Count VII, an order enjoining Defendants from denying and/or interfering
 8 with Plaintiff's rightful ownership and possession of Plaintiff's share of the
 9 refinery's metal outturn and the corresponding revenues comprising the
 10 Royalty;
- 11 i. For an award of attorneys' fees and costs pursuant to the Contracts, A.R.S. §§
 12 12-341 and 12-341.01, and/or any other applicable law or contract;
- 13 j. For pre-judgment interest on the foregoing;
- 14 k. For post-judgment interest at the maximum rate allowed at law until paid in
 15 full;
- 16 l. Such other and further relief as this Court deems just and appropriate under
 17 the circumstances.

18 RESPECTFULLY SUBMITTED this 18th day of November, 2024.

20 SNELL & WILMER L.L.P.

22 By: *s/James G. Florentine*

23 Bryce Suzuki
 24 James G. Florentine
 25 One East Washington Street
 26 Suite 2700
 27 Phoenix, Arizona 85004-2556
 28 *Attorneys for Nomad Royalty Company Ltd.*

EXHIBIT 1

March 4, 2004

Re: Binding Letter Agreement, Moss Mine Property, Mohave County, Arizona.

The following general terms and conditions for the agreement between MinQuest, Inc. and Patriot Gold Corp. embody the essence of verbal agreements between MinQuest, Inc. and Patriot Gold Corp. on the Moss Mine property, Mojave County, Arizona, (the "Property").

Form of Agreement	Mining Lease/purchase
Term	20 years with automatic extensions so long as Patriot Gold holds all or portions of the "Property".
Production Royalties	A 3% Net Smelter Return on any and all production derived from unpatented mining claims listed under "Property" and on public lands within 1 mile of MinQuest, Inc's outside perimeter of the present claim boundary. A 1.0% NSR on patented claims with no other royalty within the Property. A 0.5% overriding Net Smelter Return on all production within the Property derived from patented claims with other royalty interests.
One time payment	Upon Execution US\$50,000.00 Reimbursement Filing Fees US\$150.00/claim
Property	Patriot Gold will purchase 62 unpatented lode claims, specifically Moss 11-33, 33F, 34-39, 39F, 40-47, 47F and 48-70 held by MinQuest. These claims are located in Sections 19, 20, 29 and 30, T20N, R20W and Sections 24 and 25, T20N, R21W. Patented claims that the royalty applies to include, but are not limited to Key No. 1 and 2, Moss Millsite, Divide, Keystone Wedge, and the 2 California Moss claims.
Performance Requirements	Patriot shall engage MinQuest Inc. to perform any and all exploration work on the "Property". Federal and state mining claim maintenance fees will be paid for any year in which this agreement is maintained in good standing after July 1. Any and all property positions within the "Property" shall be offered to MinQuest Inc. before relinquishment to patent owners or relinquished back to the government.

Letter Agreement, Moss Mine Property
Page 2 of 2
March 5, 2004

Reclamation	Patriot Gold shall perform reclamation work on the Property as required by Federal, State, and Local laws for disturbances resulting from it's activities on the Property.
Assignment	Freely by either party so long as Assignee accepts terms and conditions of the Lease in writing.
Interest Area	One mile from the outside perimeter of the MinQuest, Inc. claim boundaries.

If the above terms and conditions are consistent with your understanding, please acknowledge by signing in the space provided below and return one copy. This will serve as a binding agreement between MinQuest, Inc. and Patriot Gold until such time as a formal and comprehensive agreement, incorporating these general terms, can be prepared.

Agreed and accepted to this 5 day of March, 2004.

By: [Signature] (MinQuest, Inc.)

By: [Signature] (Patriot Gold Corp.)

EXHIBIT 2

Settlement Agreement

As of the **Effective Date**, the **Parties** agree:

1. **Definitions.** As used in this Settlement Agreement (the "**Agreement**"), the following terms have the following meanings:
 - 1.1 **Parties.** "**Parties**" includes the following individuals and/or entities:
 - 1.1.1 **Patriot Gold.** "**Patriot Gold**" means Patriot Gold Corp., a Nevada corporation.
 - 1.1.2 **MinQuest.** "**MinQuest**" means MinQuest, Inc., a Nevada corporation.
 - 1.2 **Litigation.** "**Litigation**" means *Patriot Gold Corp. v. MinQuest, Inc.*, Case No CV12-0617 pending in the **District Court**.
 - 1.3 **District Court.** "**District Court**" means the Second Judicial District Court of the State of Nevada, in and for the County of Washoe.
 - 1.4 **BLM.** "**BLM**" means the United States Bureau of Land Management.
 - 1.5 **Bruner/Vernal Property Option Agreement.** "**Bruner/Vernal Property Option Agreement**" means the option agreement dated July 25, 2003, attached hereto as Exhibit 1.
 - 1.6 **Bruner/Vernal Property.** "**Bruner/Vernal Property**" means certain unpatented mining claims specifically identified in the **Bruner/Vernal Property Option Agreement**, plus all **After Acquired Properties** as further defined in the **Bruner/Vernal Property Option Agreement**.
 - 1.7 **Moss Purchase Agreement.** "**Moss Purchase Agreement**" means the binding letter agreement dated March 4, 2004, attached hereto as Exhibit 2.
 - 1.8 **Moss Property.** "**Moss Property**" means the 62 unpatented lode claims, specifically identified in the **Moss Purchase Agreement** as "Moss 11-33, 33F, 34-39, 39F, 40-47, 47F¹, and 48-70, plus additional unpatented lode claims specifically identified as "Moss 1-10" and "Moss 118-148." Exhibit 3 attached hereto is a list of all claims constituting the **Moss Property**.
 - 1.9 **Recording Fees.** "**Recording Fees**" means any fees charged by the applicable county recorder's office and/or the **BLM** which have been incurred by **MinQuest**.
 - 1.10 **Effective Date.** "**Effective Date**" means April 11, 2013.

¹ The **BLM** may have changed the designation on claim #47F to claim #47B.

2. Recitals.

- 2.1 On July 25, 2003, the **Parties** entered into the **Bruner/Vernal Property Option Agreement**.
- 2.2 **Patriot Gold** has satisfied all conditions precedent to **MinQuest's** obligation to convey its interest in the **Bruner/Vernal Property** to **Patriot Gold**.
- 2.3 On March 5, 2004, the **Parties** entered into the **Moss Purchase Agreement**.
- 2.4 **Patriot Gold** has fully performed its obligations under the **Moss Purchase Agreement**.
- 2.5 The **Parties** have disagreed on the exact terms of any conveyance of the **Bruner/Vernal Property** and the **Moss Property**.
- 2.6 On June 20, 2012, **Patriot Gold** initiated the **Litigation**, seeking specific performance of the **Bruner/Vernal Property Option Agreement** and the **Moss Purchase Agreement**.
- 2.7 The **Parties** have agreed to settle the **Litigation**, pursuant to the terms of this Agreement.

3. Settlement. In consideration of the mutual promises, terms and conditions of this Agreement, the **Parties** agree as follows:

- 3.1 Within fifteen (15) days of the **Effective Date**, **MinQuest** shall prepare quitclaim deeds transferring both the **Bruner/Vernal Property** and the **Moss Property** to **Patriot Gold**.
- 3.2 Within fifteen (15) days of the **Effective Date**, **MinQuest** shall file and/or record the quitclaim deeds with the **BLM** and the appropriate County Recorders. Upon recordation, **MinQuest** shall provide to **Patriot Gold** conformed copies of the recorded quitclaim deeds.
- 3.3 Within fifteen (15) days of receiving from **MinQuest** the conformed copies of the quitclaim deeds, **Patriot Gold** shall reimburse **MinQuest** for all recording fees incurred by **MinQuest** to record the quitclaim deeds.
- 3.4 By August 15 of each year, **Patriot Gold** shall notify **MinQuest** by letter whether **Patriot Gold** has paid the **BLM** fees for each claim covered by this Agreement. If **Patriot Gold** has not paid the **BLM** fees, **Patriot Gold**, or its assignees, shall represent whether **Patriot Gold** intends to pay the **BLM** fees, or abandon the claims.

The letter required by this section shall be delivered to:

The Law Offices of Michael Morrison
 1495 Ridgeview Drive, Suite 220
 Reno, Nevada 89519

4. Releases.

- 4.1 This Agreement is intended to facilitate the conveyance of the **Bruner/Vernal Property** and the **Moss Property**, and to specifically ratify the ongoing obligations of the **Parties** as provided in the **Bruner/Vernal Property Option Agreement** and the **Moss Purchase Agreement**. Therefore, the **Parties** are not released from the obligations contained in the **Bruner/Vernal Property Option Agreement** and the **Moss Purchase Agreement** to the extent they remain in effect. However, other than specifically set forth herein no additional rights or obligations are created in either **Party**. It is agreed that any claims for damages incurred up to and including the **Effective Date** are hereby released.
- 4.2 Parties bound. The heirs, executors, personal administrators, successors, parents, subsidiaries, shareholders, directors, officers, employees, agents, attorneys, insurers, members, and partners of the **Parties** are bound by this Agreement.
- 4.3 Parties benefitted. The heirs, executors, personal administrators, successors, parents, subsidiaries, shareholders, directors, officers, employees, agents, attorneys, insurers, members, and partners of the **Parties** are benefitted by these releases.
- 4.4 Scope of release; interpretation. This release does not include any claim for relief arising out of an alleged breach of this Agreement, or any alleged breach of the **Bruner/Vernal Property Option Agreement** and the **Moss Purchase Agreement** occurring after the **Effective Date**.
5. Dismissal. Upon the full execution of this Agreement, the **Parties** shall, through counsel, sign and deliver a stipulation for the dismissal, with prejudice, of **Patriot Gold's** claims against **MinQuest** in the **Litigation**, with each of the **Parties** to bear his or its own attorney fees and costs.
6. Denial of liability. The **Parties** deny any liability to one another or to any third parties with respect to the claims asserted, or which could have been asserted, in the **Litigation**. The **Parties** have elected to enter into this Agreement to compromise and conclude disputed claims without the expense of further litigation. Nothing in this Agreement shall constitute an admission of any liability, responsibility, or wrongdoing by any of the **Parties**.
7. Informed consent. The **Parties** represent and warrant that they are represented by legal counsel, that they have all had ample opportunity to review this Agreement with lawyers before signing, and that they voluntarily enter into this Agreement with the understanding that they are giving up important legal rights and claims. The **Parties** do not rely on any representations, except for the representations and promises contained in this Agreement, from the other to execute this Agreement,

but instead rely only upon their own investigations and consultations with legal counsel.

8. No construction against drafting party. The **Parties**, and each of them, represent and warrant that they are represented by legal counsel, that they have had ample opportunity to review this Agreement with lawyers before signing, and that the language of this Agreement results from the review and changes requested by counsel for all **Parties**. Therefore, the rule that ambiguities should be construed against the drafting party shall not apply to this Agreement.
9. Choice of law. Nevada law controls the formation, interpretation, and enforcement of this Agreement.
10. Severability. If any court determines that a word, clause, or sentence in this Agreement is invalid or illegal, the balance of the contract shall be construed and enforced as if the offensive provision was not a part of the contract.
11. Attorney Fees. If either party sues to enforce this Agreement, or to enforce the **Bruner/Vernal Property Option Agreement** or the **Moss Purchase Agreement**, the prevailing party shall be entitled to receive from the non-prevailing party, its reasonable attorney fees incurred. Any attorney fee award shall be based on a reasonable hourly rate multiplied by the number of hours reasonably expended by the attorney(s).
12. Execution; authority. This Agreement may be signed in one or more counterparts. An authentic facsimile, photocopy, or digital image of a signature shall have the same force and effect as an original signature. Each individual who signs this Agreement represents and warrants that he or she is the person named below the signature, and that he or she has authority to sign this Agreement on behalf of the person, estate, or business entity appearing over the signature.

In Witness Whereof, the **Parties** have executed this Settlement Agreement as of the **Effective Date**.

Patriot Gold Corp.



By Karl Boltz

Its Vice President, Director

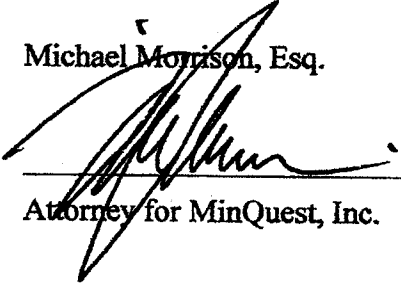
MinQuest, Inc.



By: Herb D. Carr

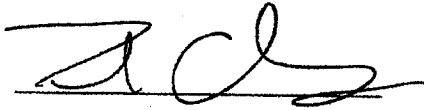
Its: Vice President

Michael Morrison, Esq.



Attorney for MinQuest, Inc.

Theodore E. Chrissinger, Esq.



Attorney for Patriot Gold Corp.

EXHIBIT 3

EXHIBIT A**Unpatented mining claims listed in Department of the Interior
Arizona-BLM records as follows:**

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Moss 11	MinQuest Inc.	361998
Moss 12	MinQuest Inc	361999
Moss 13	MinQuest Inc	362000
Moss 14	MinQuest Inc	362001
Moss 15	MinQuest Inc	362002
Moss 16	MinQuest Inc	362003
Moss 17	MinQuest Inc	362004
Moss 18	MinQuest Inc	362005
Moss 19	MinQuest Inc	362006
Moss 20	MinQuest Inc	362007
Moss 21	MinQuest Inc	362008
Moss 22	MinQuest Inc	362009
Moss 23	MinQuest Inc	362010
Moss 24	MinQuest Inc	362011
Moss 25	MinQuest Inc	362012
Moss 26	MinQuest Inc	362013
Moss 27	MinQuest Inc	362014
Moss 28	MinQuest Inc	362015
Moss 29	MinQuest Inc	362016
Moss 30	MinQuest Inc	362017
Moss 31	MinQuest Inc	362018
Moss 32	MinQuest Inc	362019
Moss 33	MinQuest Inc.	362020
Moss 33 F	MinQuest Inc.	362021
Moss 34	MinQuest Inc.	362022
Moss 35	MinQuest Inc.	362023
Moss 36	MinQuest Inc.	362024
Moss 37	MinQuest Inc.	362025
Moss 38	MinQuest Inc.	362026
Moss 39	MinQuest Inc.	362027
Moss 39 F	MinQuest Inc.	362028
Moss 40	MinQuest Inc.	362029
Moss 41	MinQuest Inc.	362030
Moss 42	MinQuest Inc.	362031
Moss 43	MinQuest Inc.	362032
Moss 44	MinQuest Inc.	362033
Moss 45	MinQuest Inc.	362034
Moss 46	MinQuest Inc.	362035
Moss 47	MinQuest Inc.	362036
Moss 47 B	MinQuest Inc.	362037
Moss 48	MinQuest Inc.	362038
Moss 49	MinQuest Inc.	362039

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Moss 50	MinQuest Inc.	362040
Moss 51	MinQuest Inc	362041
Moss 52	MinQuest Inc	362042
Moss 53	MinQuest Inc	362043
Moss 54	MinQuest Inc	362044
Moss 55	MinQuest Inc	362045
Moss 56	MinQuest Inc	362046
Moss 57	MinQuest Inc	362047
Moss 58	MinQuest Inc	362048
Moss 59	MinQuest Inc	362049
Moss 60	MinQuest Inc	362050
Moss 61	MinQuest Inc	362051
Moss 62	MinQuest Inc	362052
Moss 63	MinQuest Inc	362053
Moss 64	MinQuest Inc	362054
Moss 65	MinQuest Inc	362055
Moss 66	MinQuest Inc	362056
Moss 67	MinQuest Inc	362057
Moss 68	MinQuest Inc	362058
Moss 69	MinQuest Inc	362059
Moss 70	MinQuest Inc.	362060
Moss 1	MinQuest Inc.	398978
Moss 2	MinQuest Inc.	398979
Moss 3	MinQuest Inc.	398980
Moss 4	MinQuest Inc.	398981
Moss 5	MinQuest Inc.	398982
Moss 6	MinQuest Inc.	398983
Moss 7	MinQuest Inc.	398984
Moss 8	MinQuest Inc.	398985
Moss 9	MinQuest Inc.	398986
Moss 10	MinQuest Inc.	398987
Moss 118	MinQuest Inc.	398988
Moss 119	MinQuest Inc.	398989
Moss 120	MinQuest Inc.	398990
Moss 121	MinQuest Inc.	398991
Moss 122	MinQuest Inc.	398992
Moss 123	MinQuest Inc.	398993
Moss 124	MinQuest Inc.	398994
Moss 125	MinQuest Inc.	398995
Moss 126	MinQuest Inc.	398996
Moss 127	MinQuest Inc.	398997
Moss 128	MinQuest Inc.	398998
Moss 129	MinQuest Inc.	398999
Moss 130	MinQuest Inc.	399000
Moss 131	MinQuest Inc.	399001

<u>CLAIM NAME</u>	<u>CLAIMANT'S NAME</u>	<u>NMC NUMBER</u>
Moss 132	MinQuest Inc.	399002
Moss 133	MinQuest Inc.	399003
Moss 134	MinQuest Inc.	399004
Moss 135	MinQuest Inc.	399005
Moss 136	MinQuest Inc.	399006
Moss 137	MinQuest Inc.	399007
Moss 138	MinQuest Inc.	399008
Moss 139	MinQuest Inc.	399009
Moss 140	MinQuest Inc.	399010
Moss 141	MinQuest Inc.	399011
Moss 142	MinQuest Inc.	399012
Moss 143	MinQuest Inc.	399013
Moss 144	MinQuest Inc.	399014
Moss 145	MinQuest Inc.	399015
Moss 146	MinQuest Inc.	399016
Moss 147	MinQuest Inc.	399017
Moss 148	MinQuest Inc.	399018

Total Moss Claims	104
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Official Receipt
Mohave County Recorder's Office
 Carol Meier, Recorder
 700 W Beale Street
 P.O. Box 70
 Kingman, AZ 86402
 (928) 753-0701

Receipt: 584542

Product	Name	Extended
QCD	Quitclaim Deed	\$10.00
<small>Document # 2013021914, # Pages 4, # Pages of Affidavit 2, Paid By: MINQUEST</small>		
Total		\$10.00
Tender (Check)		\$10.00
<small>Check# 3322</small>		

This is **Exhibit "B"** referred to in **Affidavit #1** of **Susan Danielisz**, sworn before me at Vancouver, British Columbia, this 13th day of December, 2024.

A Commissioner for taking Affidavits
for British Columbia

171 Quarles & Brady LLP
 Renaissance One
 2 Two North Central Avenue
 Phoenix, Arizona 85004-2391
 3 Telephone 602.229.5200

4 John A. Harris, Esq. (#014459)
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 6 Dallin B. Hendricks, Esq. (#037954)
 dallin.hendricks@quarles.com
 7 Attorneys for Patriot Gold Corp.

8 **IN THE UNITED STATES BANKRUPTCY COURT**
 9 **FOR THE DISTRICT OF ARIZONA**

10 In re:
 11 ELEVATION GOLD MINING
 12 CORPORATION, et al.,
 13 Debtor in a Foreign Proceeding.

14
 15
 16
 17 PATRIOT GOLD CORP.,
 18 Plaintiff,

19 v.

20 GOLDEN VERTEX CORP.,
 21 ELEVATION GOLD MINING
 22 CORPORATION, GOLDEN VERTEX
 23 (IDAHO) CORP., ECLIPSE GOLD
 24 MINING CORPORATION, ALCMENE
 25 MINING INC., AND HERCULES
 26 GOLD USA LLC,

27 Defendants.

In Proceedings Under Chapter 15

Case No. 2:24-bk-06359-EPB

Jointly Administered with:

Case No. 2:24-bk-06364-DPC
 Case No. 2:24-bk-06367-BKM
 Case No. 2:24-bk-06368-MCW
 Case No. 2:24-bk-06370-EPB
 Case No. 2:24-bk-06371-DPC

Adversary No. _____

COMPLAINT

**(Declaratory Judgment, Accounting and
 Information, Turnover of Assets,
 Constructive Trust, Conversion, Breach
 of Royalty Deed Covenant, Breach of
 Contract, Breach of the Implied
 Covenant of Good Faith and Fair
 Dealing, Unjust Enrichment)**

26 Plaintiff Patriot Gold Corp., by and through undersigned counsel, for its claims for
 27 relief against Defendants Golden Vertex Corp., Elevation Gold Mining Corporation,
 28

1 Golden Vertex (Idaho) Corp., Eclipse Gold Mining Corporation, Alcmene Mining Inc., and
2 Hercules Gold USA LLC, hereby complains and alleges as follows:

3 **PARTIES**

4 1. Plaintiff PATRIOT GOLD CORP. ("**Plaintiff**" or "**Patriot Gold**") is a
5 Nevada corporation.

6 2. Defendant GOLDEN VERTEX CORP. ("**Golden Vertex Arizona**") is an
7 Arizona corporation. Golden Vertex Arizona is the debtor in the above-captioned Chapter
8 15 case, Case No. 2:24-bk-06364-DPC.

9 3. Defendant ELEVATION GOLD MINING CORPORATION ("**Elevation**
10 **Gold**") is a British Columbia corporation. Elevation Gold is the debtor in the
11 above-captioned Chapter 15 case, Case No. 2:24-bk-06359-EPB.

12 4. Defendant GOLDEN VERTEX (IDAHO) CORP. ("**Golden Vertex Idaho**")
13 is a Nevada corporation. Golden Vertex Idaho is the debtor in the above-captioned Chapter
14 15 case, Case No. 2:24-bk-06367-BKM.

15 5. Defendant ECLIPSE GOLD MINING CORPORATION ("**Eclipse Gold**") is
16 a British Columbia corporation. Eclipse Gold is the debtor in the above-captioned Chapter
17 15 case, Case No. 2:24-bk-06368-MCW.

18 6. Defendant ALCMENE MINING INC. ("**Alcmene Mining**") is a British
19 Columbia corporation. Alcmene Mining is the debtor in the above-captioned Chapter 15
20 case, Case No. 2:24-bk-06370-EPB.

21 7. Defendant HERCULES GOLD USA LLC ("**Hercules Gold**") is a Nevada
22 limited liability company. Hercules Gold is the debtor in the above-captioned Chapter 15
23 case, Case No. 2:24-bk-06371-DPC. (Collectively, Golden Vertex Arizona, Elevation
24 Gold, Golden Vertex Idaho, Eclipse Gold, Alcmene Mining and Hercules Gold are referred
25 to herein as "**Defendants**").

26 8. Defendants are the debtors in the above-captioned Chapter 15 cases jointly-
27 administered under administrative Case No. 2:24-bk-06359-EPB (collectively, the
28 "**Chapter 15 Cases**").

JURISDICTION AND VENUE

1
2 9. The Court has jurisdiction over this adversary proceeding pursuant to 28
3 U.S.C. § 1334.

4 10. The Court has personal jurisdiction over Defendants.

5 11. Plaintiff's requests for relief stated in this Complaint are sought properly by
6 adversary proceeding pursuant to Federal Rule of Bankruptcy Procedure 7001.

7 12. Venue is proper in this Court and this District pursuant to 28 U.S.C. §§ 1408
8 and 1409, because the Chapter 15 Cases of each of Defendants are pending in this District
9 and before this Court.

GENERAL ALLEGATIONS

10
11 13. Prior to May 12, 2016, Patriot Gold was the owner of certain patented and
12 unpatented lode mining claims and related property interests situated in the Oatman Mining
13 District, Mohave County, Arizona (the "**Mining Claims**").

14 14. Patriot Gold, as seller, and Golden Vertex Arizona, as buyer, entered into that
15 certain Agreement for Purchase and Sale of Mining Claims and Escrow Instructions dated
16 as of May 12, 2016 (the "**Mining Claims Purchase Agreement**"). A true and correct copy
17 of the Mining Claims Purchase Agreement is attached to this Complaint as **Exhibit "1"**.

18 15. Pursuant to the Mining Claims Purchase Agreement, Patriot Gold sold to
19 Golden Vertex Arizona Patriot Gold's right, title, and interest in the Mining Claims,
20 together with all extralegal and other associated rights, water rights, tenements,
21 hereditaments and appurtenances belonging or appertaining thereto, and all rights-of-way,
22 easements, rights of access and ingress to and egress from the Mining Claims appurtenant
23 thereto and in which Patriot Gold had any interest (collectively, the "**Mine Property**"). *See*
24 *Mining Claims Purchase Agreement, Section 1.1.*

25 16. The sale of the Mine Property to Golden Vertex Arizona pursuant to the
26 Mining Claims Purchase Agreement was expressly subject to Golden Vertex Arizona
27 granting back to Patriot a royalty deed on certain of the mining claims in favor of Patriot
28 Gold. *See Mining Claims Purchase Agreement, Section 1.1.*

The Royalty Deed

1
2 17. In accordance with the Mining Claims Purchase Agreement, Golden Vertex
3 Arizona executed and delivered to Patriot Gold that certain Royalty Deed (Patented and
4 Unpatented Mining Claims) dated as of May 25, 2016 (the "**Royalty Deed**"). A true and
5 correct copy of the Royalty Deed is attached to this Complaint as **Exhibit "2"**.

6 18. Under the Royalty Deed, Golden Vertex Arizona granted and conveyed to
7 Patriot Gold "a Royalty of THREE PERCENT (3%) of Net Smelter Returns from the
8 production of minerals from the Property." *See* Royalty Deed, Section 2.1.

9 19. The Royalty Deed is styled as a deed for a real property conveyance. *See*
10 Royalty Deed, p. 3.

11 20. The Royalty Deed describes the "Property" covered by the Deed (the
12 "**Property**") as "the minerals, the patented mining claims, the unpatented mining claims
13 and interests (including all appurtenances) described in Exhibit "A" [attached to the Royalty
14 Deed], and any other mineral interests acquired within the Area of Interest." *See* Royalty
15 Deed, Section 1.1.

16 21. The Royalty Deed was recorded as a real property interest in the official
17 records of Mohave County, Arizona on May 26, 2016 at recorder's number
18 FEE#2016023500. *See* Royalty Deed, p.1 (filing stamp).

19 22. Under the Royalty Deed, Patriot Gold is identified as the "Owner" of the
20 royalty interests granted and conveyed under same, and Golden Vertex is identified as the
21 "Payor". *See* Royalty Deed, p.1.

22 23. Under the Royalty Deed, "Royalty" (the "**Royalty**") is defined as "the
23 nonexecutive, nonparticipating and nonworking mineral production royalty based on the
24 Net Smelter Returns from the production of minerals from the Property." *See* Royalty
25 Deed, Section 2.2.

26 24. Under the Royalty Deed, "Net Smelter Returns" is defined as "the aggregate
27 proceeds received by [Golden Vertex Arizona] from time to time from any smelter or other
28 purchaser from the sale of any minerals, ores, concentrates, metals or any other material of

1 commercial value produced by and from the Property after deducting from such proceeds
2 the following charges only to the extent that they are not deducted by the smelter or other
3 purchaser in computing the proceeds: (a) The cost of transportation of the ores, concentrates
4 or metals from the Property to such smelter or other purchaser, including related insurance;
5 and (b) Smelting and refining charges including penalties.” See Royalty Deed, Section 2.3.

6 25. Under the Royalty Deed, Golden Vertex Arizona is required to “pay the
7 Royalty to [Patriot Gold] monthly within thirty (30) days after the end of each calendar
8 month during which [Golden Vertex Arizona] receives payments on all products produced
9 and sold from the Property.” See Royalty Deed, Section 2.4.

10 26. In the Royalty Deed, Golden Vertex Arizona specifically agrees that the
11 Royalty obligation is a covenant running with the land that constitutes the Property. In
12 particular, Section 2.6 of the Royalty Deed provides as follows:

13 **2.6 Covenant Running with the Land.** The
14 obligation to pay the Royalty (and [Golden Vertex Arizona’s]
15 other obligations set forth in this Royalty Deed) shall be a
16 covenant running with the Property and shall be binding on
17 [Golden Vertex Arizona] and its successors and assigns,
18 including any third party who acquires any interest in any
19 portion of the Property. [Patriot Gold] shall be free to sell,
20 pledge or otherwise transfer all or a portion of the Royalty to a
21 third party or parties, subject to the terms and conditions of this
22 Royalty Deed.

23 27. The obligation to pay the Royalty and the other obligations under the Royalty
24 Deed are perpetual and are binding on Golden Vertex Arizona and any of its successors and
25 assigns, including any third party who acquires any interest in the Property. See Royalty
26 Deed, Section 2.6.

27 28. On or about October 31, 2023, Golden Vertex Arizona ceased making the
28 required Royalty payments to Patriot Gold.

29 Golden Vertex has admitted that, as of March 31, 2024, Golden Vertex had
30 failed to make at least \$1,500,000 of required Royalty payments to Patriot Gold. See *Motion*
31 *To Determine The Nature Of Patriot Gold Corp’s [sic] Royalty Interest* filed by Defendants
32 in the Chapter 15 Cases [Dkt. No. 52] at p.4.

1 Patriot Gold's real property interests under the Royalty Deed in the minerals at the Property
2 and the proceeds from same that are generated once extracted.

3 44. Plaintiff's claims arise from contract, and Defendants contest the validity
4 and/or amount of Plaintiff's claims. Plaintiff is entitled to an award of its attorneys' fees
5 under Arizona Revised Statutes § 12-341.01 and an award of its costs under Arizona
6 Revised Statutes § 12-341.

7 WHEREFORE, Plaintiff respectfully requests that the Court enter a final judgment:

8 A. Declaring that (i) the mineral royalty granted to Plaintiff under the Royalty
9 Deed created a real property interest in the minerals at the Property which is owned by
10 Plaintiff, (ii) the real property interest owned by Plaintiff extends to and includes an interest
11 in the proceeds from the minerals in the amount of the Royalty; (iii) Plaintiff's real property
12 interests in the minerals at the Property and the proceeds of the minerals in the amount of
13 the Royalty are owned by Plaintiff, not Golden Vertex; (iv) Plaintiff's interests in the
14 minerals at the Property and the proceeds from the minerals in the amount of the Royalty
15 are not property of the bankruptcy estate of Golden Vertex Arizona or the bankruptcy
16 estates of any of the other Defendants in the Chapter 15 Cases; and (v) the obligation to pay
17 the Royalty and the other obligations under the Royalty Deed are perpetual and are binding
18 on any successors or assigns of Golden Vertex Arizona, including any third party who
19 acquires any interest in the Property, whether as part of or in conjunction with the Chapter
20 15 Cases and/or the Canadian Proceeding, or otherwise;

21 B. Awarding Plaintiff all of its reasonable costs and fees, including its reasonable
22 attorneys' fees, incurred by Plaintiff in prosecuting its Complaint, in an amount to be proven
23 by Plaintiff at trial; and

24 C. Granting such other and further relief deemed just and proper under the facts
25 and circumstances of this case.
26
27
28

SECOND CLAIM FOR RELIEF**(Accounting and Information)****(All Defendants)**

1
2
3
4 45. Plaintiff hereby incorporates by reference each and every allegation contained
5 in the preceding paragraphs as if fully set forth herein.

6 46. Defendant Golden Vertex Arizona has failed to pay the monthly Royalty
7 payments due to Plaintiff under the Royalty Deed with respect to all months from and after
8 October 31, 2023.

9 47. Despite repeated demands, Golden Vertex Arizona (and the other Chapter 15
10 Debtors) have failed and refused to provide an accounting or other financial information to
11 Patriot Gold by which it can determine the proceeds received by Golden Vertex Arizona (or
12 the other Chapter 15 Defendants) for minerals produced from the Property.

13 48. Under the Royalty Deed, Plaintiff is entitled to examine the records
14 maintained by Defendant Golden Vertex Arizona relevant to the determination and payment
15 of the Royalty. *See* Royalty Deed, Section 2.5.

16 WHEREFORE, Plaintiff respectfully requests that the Court enter a final judgment:

17 A. Directing Defendant Golden Vertex Arizona, and any one or more of the other
18 Defendants in possession of any books, records or information relevant to the determination
19 and payment of the Royalty, to fully account for the Royalty proceeds owed under the
20 Royalty Deed for all periods from and after October, 2023;

21 B. Directing Defendant Golden Vertex Arizona, and any one or more of the other
22 Defendants in possession of any books, records or information relevant to the determination
23 and payment of the Royalty, to provide such records or information to Patriot Gold;

24 C. Awarding Plaintiff all of its reasonable costs and fees, including its reasonable
25 attorneys' fees, incurred by Plaintiff in prosecuting its Complaint, in an amount to be proven
26 by Plaintiff at trial; and

27 D. Granting such other and further relief deemed just and proper under the facts
28 and circumstances of this case.

THIRD CLAIM FOR RELIEF

(Turnover of Assets)

(All Defendants)

1
2
3
4 49. Plaintiff hereby incorporates by reference each and every allegation contained
5 in the preceding paragraphs as if fully set forth herein.

6 50. All Royalty proceeds collected by or for the benefit of Defendant Golden
7 Vertex Arizona are property of, and owned by, Plaintiff.

8 51. Defendants have failed and refused, and continue to fail and refuse, to
9 turnover the unpaid Royalty proceeds owing to Plaintiff each month.

10 52. Defendants have failed to account for and have wrongfully retained and
11 exercised possession and control of the Royalty proceeds, and they are continuing to do so.

12 WHEREFORE, Plaintiff respectfully requests that the Court enter a final judgment:

13 A. Directing Defendant Golden Vertex Arizona and any other Defendant that has
14 received any of the Royalty proceeds, to turnover the Royalty proceeds, in an amount not
15 less than \$1,705,943, or such greater amount as Plaintiff reserves the right to claim and
16 prove, to Plaintiff;

17 B. Awarding Plaintiff all of its reasonable costs and fees, including its reasonable
18 attorneys' fees, incurred by Plaintiff in prosecuting its Complaint, in an amount to be proven
19 by Plaintiff at trial;

20 C. For pre-judgment interest on the foregoing;

21 D. For post-judgment interest at the maximum rate allowed at law until paid in
22 full; and

23 E. Granting such other and further relief deemed just and proper under the facts
24 and circumstances of this case, including, but not limited to, recovery by Plaintiff of the full
25 value of the unpaid Royalty payments and all proceeds thereof if and to the extent that all
26 Royalty proceeds are not turned over to Plaintiff.

FOURTH CLAIM FOR RELIEF**(Constructive Trust)****(All Defendants)**

53. Plaintiff incorporates each and every allegation contained in the above paragraphs as though fully set forth herein.

54. Due to the conduct alleged in the preceding paragraphs of this Complaint, all proceeds received by Golden Vertex Arizona and any other Defendants from extraction of minerals at the Property that constitute Royalty proceeds owned by Plaintiff pursuant to the Royalty Deed are held in constructive trust for the benefit of Patriot Gold.

WHEREFORE, Plaintiff respectfully requests that the Court enter a final judgment:

A. Imposing a constructive trust on all proceeds received by Golden Vertex Arizona and any other Defendants from extraction of minerals at the Property that constitute Royalty proceeds owned by Plaintiff pursuant to the Royalty Deed and to return all such proceeds to Patriot Gold;

B. Awarding Plaintiff all of its reasonable costs and fees, including its reasonable attorneys' fees, incurred by Plaintiff in prosecuting its Complaint, in an amount to be proven by Plaintiff at trial; and

C. Granting such other and further relief deemed just and proper under the facts and circumstances of this case, including, but not limited to, recovery by Plaintiff of the full value of the unpaid Royalty proceeds if and to the extent that all Royalty proceeds are not placed in a constructive trust for the benefit of Patriot Gold.

FIFTH CLAIM FOR RELIEF**(Conversion)****(All Defendants)**

55. Plaintiff incorporates each and every allegation contained in the above paragraphs as though fully set forth herein.

1 to and includes an interest in the amount of the Royalty in the proceeds from the minerals
2 once they are extracted from the Property.

3 61. Golden Vertex Arizona materially breached the covenants and obligations in
4 the Royalty Deed by failing to make timely Royalty payments to Patriot Gold within thirty
5 (30) days after the end of each calendar month during which Golden Vertex Arizona
6 received proceeds from minerals produced and sold from the Property.

7 62. Plaintiff has been damaged as a result of Golden Vertex Arizona's material
8 breach of the Royalty Deed.

9 WHEREFORE, Plaintiff respectfully requests that the Court enter a final judgment:

10 A. For damages, in the amount of at least \$1,705,943 or such greater amount as
11 Plaintiff reserves the right to claim and prove, for Golden Vertex Arizona's material breach
12 of the covenants and obligations under the Royalty Deed;

13 B. Awarding Plaintiff all of its reasonable costs and fees, including its reasonable
14 attorneys' fees, incurred by Plaintiff in prosecuting its Complaint, in an amount to be proven
15 by Plaintiff at trial;

16 C. For pre-judgment interest on the foregoing;

17 D. For post-judgment interest at the maximum rate allowed at law until paid in
18 full; and

19 E. Granting such other and further relief deemed just and proper under the facts
20 and circumstances of this case.

21 **SEVENTH CLAIM FOR RELIEF**

22 **(Breach of Contract)**

23 **(Defendant Golden Vertex Arizona)**

24 63. Plaintiff incorporates each and every allegation contained in the above
25 paragraphs as though fully set forth herein.

26 64. Golden Vertex Arizona entered into the Royalty Deed with Patriot Gold.

27 65. The Royalty Deed is a valid and binding contract between Golden Vertex
28 Arizona and Patriot Gold.

1 owned by Plaintiff pursuant to the Royalty Deed while refusing to make the required
2 Royalty payments to Patriot Gold.

3 76. Patriot Gold has been impoverished by not receiving the Royalty payments
4 that are required under the Royalty Deed.

5 77. Neither Golden Vertex Arizona nor any of the other Defendants has a
6 justification for not remitting the required Royalty payments to Patriot Gold.

7 78. Patriot Gold lacks another remedy at law.

8 WHEREFORE, Plaintiff respectfully requests that the Court enter a final judgment:

9 A. For damages, in the amount of at least \$1,705,943 or such greater amount as
10 Plaintiff reserves the right to claim and prove, for Golden Vertex Arizona's and the other
11 Defendants' unjust enrichment at the expense of Patriot Gold's rights;

12 B. Awarding Plaintiff all of its reasonable costs and fees, including its reasonable
13 attorneys' fees, incurred by Plaintiff in prosecuting its Complaint, in an amount to be proven
14 by Plaintiff at trial;

15 C. For pre-judgment interest on the foregoing;

16 D. For post-judgment interest at the maximum rate allowed at law until paid in
17 full; and

18 E. Granting such other and further relief deemed just and proper under the facts
19 and circumstances of this case.

20 DATED this 19th day of November, 2024.

21 QUARLES & BRADY LLP
22 Renaissance One
23 Two North Central Avenue
24 Phoenix, AZ 85004-2391

25 By /s/ John A. Harris

26 John A. Harris
27 Anthony F. Pusateri
28 Dallin B. Hendricks

Attorneys for Patriot Gold Corp.

EXHIBIT 1

Escrow No. _____

**AGREEMENT FOR PURCHASE AND SALE OF MINING CLAIMS
AND ESCROW INSTRUCTIONS**

DATE: May 12, 2016 (the "Effective Date")

SELLER: Patriot Gold Corp., a Nevada corporation
BUYER: Golden Vertex Corp., an Arizona corporation

ESCROW AGENT: Chicago Title Insurance Company
 Attn: DeWayne Huffman, Sr. Commercial Escrow Mgr.
 2425 East Camelback Road, Suite 200
 Phoenix, AZ 85016
 Phone: (602) 667-1246
 Email: huffmanD@ctt.com

BY THIS AGREEMENT FOR PURCHASE AND SALE OF MINING CLAIMS AND ESCROW INSTRUCTIONS (this "Agreement"), Seller and Buyer agree as follows.

ARTICLE I
CONVEYANCE PROVISIONS, ESCROW INSTRUCTIONS AND
APPROVAL OF TITLE.

1.1 Agreement to Sell and Buy/Escrow Instructions. When executed and delivered, this Agreement will constitute a binding agreement by Seller to sell, and Buyer to buy, in accordance with the terms and conditions of this Agreement, all of Seller's right, title and interest in those certain patented and unpatented lode mining claims situated in the Oatman Mining District, Mohave County, Arizona (the "Claims") further described on Exhibit "A" attached hereto and depicted for illustrative purposes only on the map attached hereto as Exhibit "B", together with all extralateral and other associated rights, water rights, tenements, hereditaments and appurtenances belonging or appertaining thereto, and all rights-of-way, easements, rights of access and ingress to and egress from the Claims appurtenant thereto and in which Seller has any interest (collectively, the "Property") subject to a reserved royalty on certain of the Claims as further described on Exhibit "F". This Agreement shall also constitute the joint instructions of Seller and Buyer to Escrow Agent, which shall act as their independent escrow agent to receive, disburse, file, record and deliver all funds and documents in connection with the sale and purchase of the Property pursuant to this Agreement.

1.2 Opening of Escrow. Within five (5) days after the execution of this Agreement which shall constitute the escrow instructions (the "Escrow Instructions") by both Buyer and Seller, one (1) fully executed original of this Agreement and Escrow Instructions (or counterparts thereof) shall be deposited with Escrow Agent. Escrow Agent shall execute the acceptance of the one (1) fully executed original, substituting original signature pages as required, and return one (1) fully executed copy to each of Seller and Buyer. Escrow (hereinafter the "Escrow") shall

be opened on the day that Escrow Agent accepts this Agreement and the Escrow Instructions (the "Opening of Escrow"). If required by Escrow Agent, Seller and Buyer will execute and deliver to Escrow Agent additional escrow instructions on Escrow Agent's standard form with such modifications as are mutually acceptable to Seller and Buyer. If there is any conflict or inconsistency between the modifications to the Escrow Instructions and this Agreement, this Agreement will control.

1.3 Purchase Price. The purchase price to be paid for the Property is One Million Five Hundred Thousand Canadian Dollars (C\$1,500,000) (the "Purchase Price"). C\$1,200,000 of the Purchase Price shall be payable at Close of Escrow, plus or minus credits, proration and adjustments described in this Agreement, and shall be deposited in escrow with Escrow Agent in cash or by cashier's check or wire transfer prior to the Close of Escrow. C\$300,000 of the Purchase Price shall be paid by the issuance to Seller of common stock of the Buyer's sole shareholder, Northern Vertex Mining Corp. ("Vertex"), pursuant to the terms and provisions of an Investment Agreement between Vertex and Seller of even date herewith (the "Investment Agreement"). If Vertex is unable to issue the common stock pursuant to the Investment Agreement because it is unable to obtain TSX Venture Exchange Approval as contemplated therein, then the entire amount of the Purchase Price shall be paid in cash at the Close of Escrow.

1.4 Title.

(a) **Examination of and Objections to Title.** Within ten (10) days after Opening of Escrow: (i) Seller shall deliver to Buyer legible copies of all documents, title abstracts, title opinions and other papers relating to title to or the physical condition of the Property that are in Seller's possession or subject to Seller's control; and (ii) Escrow Agent, as agent for Chicago Title Insurance Company (the "Title Company"), will provide to Buyer, for its review and approval, a preliminary title report (the "Title Commitment") for the patented Claims identified on Exhibit "A" together with legible and complete copies of all recorded documents referred to as exceptions to title therein. The Title Company will concurrently deliver a complete copy of the above title materials to Seller and the Escrow Agent. Buyer will have the right to object to any matters disclosed by the title documents furnished by Seller (of which Buyer did not previously have knowledge by virtue of the prior condition of title report completed by the Title Company dated August 14, 2013 and which Buyer has provided to Seller) and any exceptions set forth in the Title Commitment by delivering written notice ("Buyer's Objection Notice") to Seller within five (5) Business Days after Buyer's receipt of the Seller's information and the Title Commitment ("Title Review Period"). Buyer's failure to provide timely written notice of its objection to any such matter shall be deemed to constitute Buyer's approval of such matter. Within five (5) days after Seller's receipt of written notice of Buyer's objections, Seller shall, at Seller's sole option and without any obligation to undertake any curative actions: (i) agree to satisfy Buyer's objection in a specified manner reasonably satisfactory to Buyer, or (ii) decline to take any curative or remedial action with respect to the matter objected to by Buyer. Seller's failure to elect the option described in (i) shall constitute Seller's election of the option described in (ii).

(b) **Waiver or Cure of Title Objections.** If, within the second five (5) day review period, Seller does not cure or agree to cure any matter to which Buyer shall have reasonably objected, Buyer may, at Buyer's option, within five (5) days after the expiration of

such five-day period, notify Seller and Escrow Agent that Buyer elects to (i) waive the uncured matter and buy the Property subject to that matter, or (ii) undertake to cure the objections at Buyer's cost, or (iii) terminate this Agreement and the escrow. If Buyer elects option (ii), Seller shall cooperate fully with Buyer to accomplish such curative actions and the Closing Date shall be extended for a period not to exceed 30 days to allow Buyer to complete such curative actions. Any matters affecting title to the Property that Buyer has accepted or is deemed to have accepted pursuant to this Section 1.4, together with: (w) any objected to matters with respect to which Buyer has waived or is deemed to have waived Seller's failure or declination to cure as provided in this Section 1.4; and/or (x) any matter that a survey or reasonable inspection of the Property would disclose; and/or (y) any matter affecting title to the Property and arising by, through or under Buyer; and/or (z) any matter listed on Schedule B to the Special Warranty Deed attached as Exhibit C hereto; are collectively referred to herein as "Permitted Exceptions."

(c) **Amendments to Title Commitment.** If Title Company issues any amendments, supplements or modifications to the Title Commitment with respect to any matters not already disclosed in such Title Commitment (each a "Title Amendment"), Buyer will have until 5:00 p.m. Arizona time, on the date that is five (5) Business Days immediately following Buyer's receipt of such Title Amendment (including best available copies of all recorded documents referred to as exceptions in such Title Amendment that have not been previously delivered to Buyer) (the "Title Amendment Objection Deadline") with a corresponding equitable extension of Closing if the Title Amendment Objection Deadline would fall on or after Closing, to give notice to Seller, Escrow Agent and Title Company of its objection to any title exceptions or requirements contained in the Title Amendment that were not contained in the Title Commitment or a previous Title Amendment (the "Title Amendment Objection Notice"). The Title Amendment Objection Notice will specifically describe the basis for Buyer's objections. If Buyer does not give the Title Amendment Objection Notice by the Title Amendment Objection Deadline, Buyer will be deemed to have approved the Title Amendment.

(d) **Unpermitted Title Matters.** At or before the Closing, and without the need for Buyer to object to same: (i) Seller will remove all financing or monetary encumbrances (other than the production royalties described in the Assignment attached hereto as Exhibit "G"); mechanics', materialmen's and supplier's liens; judgment liens; federal or state income or sales tax liens; and all other liens affecting title to the Property, except for current ad valorem taxes and general assessments, but only to the extent the same have arisen by, through or under Seller; and (ii) Seller will deliver title to its interest in the Property to Buyer free and clear of all leases, options and other rights of possession to which Seller is a party or arising by, through or under Seller, except for those approved exceptions shown in Schedule B of the Title Commitment, or as otherwise approved by Buyer in its sole discretion. Seller will not cause or permit or suffer any new liens or other encumbrances to be placed upon the Property from the Effective Date of this Agreement through the Closing and thereafter. Escrow Agent will first apply the cash portion of the Purchase Price proceeds to pay off any and all financing or monetary encumbrances or liens, but only to the extent arising by, through or under Seller, before any remaining cash portion of the Purchase Price proceeds are released to Seller at Closing.

(e) **Title Insurance Policy.** At Closing and as a condition to Buyer's obligation to purchase the Property, Escrow Agent, acting as agent of Title Company, will irrevocably commit to issue to Buyer a standard coverage owner's policy of title insurance, using Escrow Agent's latest form (the "Title Policy"), naming Buyer as the insured in the amount of

the Purchase Price, effective on the date of the Closing, insuring Buyer's fee simple title to the patented Claims that are listed on Exhibit "A" to the Special Warranty Deed and including any insured access to same, subject only to the terms and conditions of such policy and the Permitted Exceptions. Seller and Buyer will use reasonable efforts to satisfy all of Escrow Agent's and Title Company's requirements as applicable to each of them for the issuance of the Title Policy. Buyer, at its option and at its expense, may obtain such endorsements as Buyer desires, and Buyer will pay for any endorsement required to cure any of Buyer's title objections.

ARTICLE II

CLOSING ESCROW.

2.1 Close of Escrow. The closing of the Escrow with respect to the conveyance of the Property (the "Closing" or "Close of Escrow") shall occur on May 25, 2016 or on such earlier or later date to which the parties may hereafter agree in writing ("Closing Date"); provided, however, that if the Close of Escrow has failed to occur by 5:00 p.m., Phoenix, Arizona time on the Closing Date, and such failure shall not have been occasioned by the default of Buyer or Seller hereunder, then this Agreement and the Escrow shall automatically terminate without further notice or demand. If the date for the Close of Escrow is not a Business Day for the Escrow Agent or the County Recorder of the county in which the Property is located, then the Close of Escrow shall occur on the first Business Day thereafter. The Close of Escrow shall occur at the office of Escrow Agent or at such other location as the parties may agree. Buyer shall have the right to close prior to the Closing Date upon providing Seller and Escrow Agent with not less than five (5) days prior written notice. The Close of Escrow (including the order of recording of the various documents to be delivered at the Close of Escrow) shall be conducted pursuant to a joint instruction letter to be agreed to by the parties and delivered to Escrow Agent prior to the Close of Escrow.

2.2 Items to be Delivered by Seller at Close of Escrow. At or prior to the Close of Escrow, Seller, at Seller's cost and expense, shall deliver or cause to be delivered to Escrow Agent:

(a) A fully executed and acknowledged Special Warranty Deed in the form attached hereto as Exhibit "C" (the "Special Warranty Deed") together with an affidavit of property value in the form required by A.R.S. § 11-1133 (the "Affidavit of Value");

(b) A fully executed and acknowledged Quit Claim Deed in the form attached hereto as Exhibit "D" (the "Quit Claim Deed");

(c) A fully executed and acknowledged Termination and Release Agreement in the form attached hereto as Exhibit "E" (the "Termination and Release");

(d) A fully executed Assignment and Assumption Agreement in the form attached hereto as Exhibit "G" (the "Assignment");

(e) A fully executed Non-Foreign Transferor Affidavit as described in Section 6.9 herein; and

(f) Any other documents reasonably requested by Buyer or Escrow Agent necessary for closing.

2.3 Items to be Delivered by Buyer at Close of Escrow. At the Close of Escrow, Buyer, at Buyer's cost and expense, shall deliver, or cause to be delivered, to Escrow Agent:

- (a) A fully executed and acknowledged Royalty Deed in the form attached hereto as Exhibit "F" (the "Royalty Deed");
- (b) A fully executed and acknowledged Termination and Release;
- (c) A fully executed Assignment;
- (d) The cash portion of the Purchase Price, plus or minus credits, prorations and adjustments described in this Agreement; and
- (e) Any other documents reasonably requested by Seller or Escrow Agent necessary for closing.

2.4 Prorations. Seller shall have paid all ad valorem real property taxes assessed against the Claims listed in parts A and B of Exhibit "A" (but not any such ad valorem property taxes based on work conducted or improvements made by Buyer on any such Claims) that become due before the Closing Date. Buyer shall timely pay all claim maintenance fees, and related filing and recording fees, that become due prior to the Closing Date with respect to the unpatented mining claims comprising a portion of the Claims, and Buyer shall pay all ad valorem property taxes and federal claim maintenance fees that become due and delinquent on or after the Closing Date.

2.5 Allocation of Other Closing Costs.

(a) **Buyer's Costs.** In addition to the prorations described in Section 2.4 above, Buyer shall pay (i) its attorneys' fees relating to the preparation and negotiation of this Agreement and the other closing documents hereunder, (ii) except as set forth in the Escrow Instructions, all escrow fees and expenses, (iii) all recording fees for the Special Warranty Deed, Quit Claim Deed, Royalty Deed, Assignment and Termination and Release, (iv) the cost of the premium and costs for issuance of the standard owner's policy of title insurance for the patented Claims listed on Exhibit "A" to the Special Warranty Deed, and (v) any additional costs for an extended insurance coverage premium, if Buyer elects extended owner's coverage, and any endorsements obtained by Buyer, except those endorsements required to cure a title objection which will be paid by Seller.

(b) **Seller's Costs.** In addition to the prorations described in Section 2.4 above, Seller shall pay (i) its attorneys' fees relating to the preparation and negotiation of this Agreement, and (ii) reasonable attorneys' fees and costs of title curative actions undertaken by Seller.

(c) **Escrow Cancellation Charges.** If the Escrow fails to close because of the breach or default of a party hereunder, that party shall pay all escrow cancellation charges. If the Escrow fails to close for any other reason, Buyer shall pay all escrow cancellation charges.

(d) **Other Closing Costs.** Any closing costs to be paid through the Escrow, that are not specifically provided for in this Agreement and the Escrow Instructions, shall be paid by Buyer.

(e) **Settlement Statements.** At least three (3) Business Days prior to the Close of Escrow, Escrow Agent shall prepare and deliver to Seller and Buyer pro forma closing settlement statements showing all expenses, recording fees, premiums, claim maintenance fees, prorations and other items to be received in and paid from the Escrow, and net amounts due to and from the parties.

2.6 Delivery of Possession of Property; Risk of Loss. Seller shall deliver to Buyer possession of the Claims listed on parts A and B of Exhibit "A" immediately upon the Close of Escrow (subject to the rights of any persons under Permitted Exceptions, statutory rights of third parties to use the Property and those matters, if any, which Seller has agreed to cure), whereupon all risk of loss to the Property from any source and all liability to third persons shall also pass to Buyer. Effective upon the Close of Escrow, Buyer shall be responsible and liable for all loss or damage (including reasonable attorneys' fees and expenses and costs of arbitration or litigation) suffered by Seller or third parties by reason of Buyer's operations on the Property, whether undertaken by Buyer before, on or after the Close of Escrow. Buyer shall indemnify, defend, protect and hold Seller harmless for, from and against any loss or damage (including reasonable attorneys' fees and expenses and costs of arbitration or litigation) for which Buyer is responsible under the terms of the preceding sentence. Seller shall indemnify, defend, protect and hold Buyer harmless for, from and against any loss or damage (including reasonable attorneys' fees and expenses and costs of arbitration or litigation) suffered by Buyer or third parties by reason of Seller's operations on the Property prior to the Close of Escrow. The provisions of this Section 2.6 shall survive the Close of Escrow.

ARTICLE III

CONTINGENCIES AND CONDITIONS TO CLOSE OF ESCROW

3.1 Seller's Contingencies. The obligation of Seller to sell its interest in the Property to Buyer is contingent upon, and subject to the satisfaction of, each of the following conditions as of the Close of Escrow:

(a) **Buyer Compliance with Agreement.** Buyer shall have fully performed and complied with all covenants, agreements and conditions that this Agreement requires Buyer to have performed or complied with prior to or as of the Close of Escrow.

(b) **Buyer Representations and Warranties True.** All representations and warranties of Buyer contained herein shall be true and correct in all material respects as of the date of this Agreement and the Close of Escrow.

3.2 Buyer's Contingencies. The obligation of Buyer to purchase Seller's interest in the Property is contingent upon, and subject to the satisfaction of, each of the following conditions as of the Close of Escrow:

(a) **Seller's Compliance with Agreement.** Seller shall have fully performed and complied with all covenants, agreements and conditions that this Agreement requires Seller to have performed or complied with prior to or as of the Close of Escrow.

(b) **Seller's Representations and Warranties True.** All representations and warranties of Seller contained herein shall be true and correct in all material respects as of the date of this Agreement and the Close of Escrow.

ARTICLE IV
REGARDING REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Buyer's Acknowledgements.

(a) Seller expressly disclaims any and all representations and warranties with respect to the suitability of the Property for Buyer's purposes. Buyer acknowledges and agrees that Seller's interest in the Property shall be purchased in an "AS-IS, WHERE-IS" condition, with all faults and with no representation or warranty of any type or nature being made by Seller or any person on Seller's behalf, except as expressly otherwise provided in this Agreement and as set forth in the Special Warranty Deed.

(b) Buyer acknowledges and agrees that it has been conducting exploration and development activities on the Property for five years pursuant to the terms and conditions of the Exploration Agreement described in Exhibit "E", and that it is purchasing the Property solely upon the basis of its own examination, inspection and investigation and not on the basis of any representation or warranty, express or implied, written or oral, made by Seller or their agents or employees that is not contained in this Agreement. Without limiting the generality of the foregoing, Buyer acknowledges that Seller make no representation or warranty as to: (i) the value or physical condition of the Property (including soils, geological conditions, the presence or absence of radioactive, petroleum-based, hazardous or toxic substances, and availability or quality of water); (ii) the sufficiency or suitability of the Property for Buyer's purposes or any purpose; (iii) the sufficiency or completeness of any plans for the Property; (iv) zoning affecting the Property; (v) the compliance of any activities previously conducted on the Property with any federal, state or municipal laws, ordinances, regulations or requirements, except as expressly described below; (vi) any mineral resources or reserves contained within the Property; or (vii) the environmental status of the Property, except as expressly described below. The provisions of this Section 4.1 shall survive the Close of Escrow or the termination of this Agreement.

4.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date that:

(a) Seller is a Nevada corporation and therefore qualified to hold title to unpatented mining claims located on the public domain;

(b) To Seller's knowledge, the unpatented Claims listed in part B of Exhibit "A" were duly and validly located and maintained (through the date of the Exploration Agreement described in Exhibit "E") in accordance with applicable statutory and regulatory requirements, including monumenting, except to the extent they overlap with the patented Claims listed on Exhibit "A" or with other patented claims owned by third parties, and subject to whatever defects in location and monumenting were discovered by Buyer while it was engaged in conducting exploration and development activities on those Claims under the Exploration Agreement described in Exhibit "E"; provided, that Seller makes no representation or warranty as to the existence of a valuable mineral discovery within the boundaries of any of the referenced

unpatented Claims or that it has established *pedis possessio* rights with respect to any of those Claims; and provided further that those Claims are subject to the rights of third parties to use and occupy the lands within such claims pursuant to the Multiple Mineral Development Act of 1954, the Surface Resources and Multiple Use Act of 1955, and the Federal Land Policy and Management Act of 1976.

(c) Seller is the sole owner of the Claims listed in part A of Exhibit "A", and holds a possessory interest in the Claims listed in part B of Exhibit "A", subject to the paramount title of the United States of America. If following the Closing, any of Seller's rights in and to the Property (other than the Royalty described in the Royalty Deed) are determined not to have been conveyed to Buyer, Seller will, upon request, promptly execute all documents Buyer reasonably deems necessary or desirable to convey, and to evidence the conveyance of, such rights to Buyer;

(d) Seller has full legal power and authority to enter into, and perform Seller's obligations under, this Agreement in accordance with its terms, without the consent of any partner, co-owner, shareholder, investor, creditor, governmental authority, judicial or administrative body, or any other person;

(e) Except for the Permitted Exceptions, there are to Seller's knowledge no claims to the Property asserted by any other persons or entities, except by Buyer;

(f) Copies of items provided to Buyer by Seller, or any of them, that are required by provisions of this Agreement, are true and correct copies of the originals;

(g) Seller is not involved as a debtor in any state or federal bankruptcy, reorganization, arrangement, insolvency proceedings, receivership or any other debtor-creditor proceeding and has not made any assignment for the benefit of creditors generally;

(h) Seller is not involved in any actions, suits or legal or administrative proceedings pertaining to the Property and pending before any court, arbitrator or governmental authority, or, to the best knowledge of Seller, threatened (nor, to the best of Seller's actual knowledge, does any basis exist therefor) against Seller;

(i) Seller has no knowledge, that either of Seller or the Property is subject to any judicial or administrative proceeding of any kind alleging the violation or potential violation of any Environmental Law (as defined below) with respect to the Property;

(j) Seller has no knowledge, of any federal, state or local investigation, or threatened investigation, including any investigations conducted by a non-governmental authority evaluating the nature and extent of any contamination or whether any remedial or removal action is needed to respond to a Release (as defined below) or threatened Release of any Hazardous Material (as defined below) in, on, or at the Property;

(k) Seller has no knowledge, of any notice filed under any Environmental Law indicating the past or present generation, transportation, use, treatment, storage or disposal of a Hazardous Material in, on, or at the Property;

(l) Seller has no knowledge, of any Release or threatened Release of any Hazardous Material in, on, or at the Property;

(m) Seller has no knowledge, regarding the use, storage, generation, treatment, handling or disposal of any of any Hazardous Material in, on, about or adjacent to the Property in violation of any Environmental Law;

(n) Seller has no knowledge of any underground storage tanks on or under the Property; and

(o) As used herein, (i) “Environmental Law” shall mean, as amended and in effect from time to time, any federal, state or local statute, ordinance, rule, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which Buyer or the Property is bound, pertaining to health, industrial hygiene, occupational safety or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Federal Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Federal Safe Drinking Water Act, 42 U.S.C. §§ 300f-et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. §§ 1251-et seq.; the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d; and all similar state laws and regulations and all rules adopted and guidelines promulgated pursuant to the foregoing; (ii) “Hazardous Material” shall mean any substance, material, pollutant, contaminant, hazardous or solid waste, other waste, or special waste, whether solid, liquid or gaseous, that is infectious, toxic, hazardous, explosive, corrosive, flammable or radioactive, or which is defined, designated, listed, regulated or included in any Environmental Law, including, but not limited to, asbestos or asbestos-containing material, petroleum, oil, petroleum additive substances, polychlorinated biphenyls, radioactive materials, sewage, or waste tires; and (iii) “Release” shall mean any intentional or unintentional, active or passive, release of a Hazardous Material into the environment, and includes, without limitation, any spilling, dripping, seeping, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Material.

(p) Seller shall not, for a period of five (5) years after the Effective Date hereof, directly or indirectly (other than pursuant to the provisions of the Royalty Deed) locate any unpatented mining claims or acquire any interest in real property within five (5) miles of the exterior boundary of the Area of Interest as depicted in the blue shading on the attached Exhibit B and defined in the Royalty Deed attached at Exhibit “F”.

(q) Seller’s representations and warranties made herein shall survive the Close of Escrow.

4.3 Buyer’s Representations and Warranties.

(a) Buyer represents, warrants that Buyer has full legal power and authority to enter into, and perform its obligations under, this Agreement in accordance with its terms, without the consent of any partner, co-owner, shareholder, investor, creditor, governmental authority, judicial or administrative body, or any other person. Each of the individuals executing this Agreement on Buyer’s behalf warrants that he/she is authorized to do so and to bind Buyer thereby.

(b) Buyer warrants and represents that having engaged in exploration and development activities on the Property for the past five years pursuant to the Exploration Agreement described in Exhibit "E", it has had access to the Property and has had the opportunity to perform due diligence investigations of the Property to its satisfaction prior to the execution of this Agreement.

(c) Buyer's representations and warranties made herein shall survive the Close of Escrow.

4.4 No Contribution Obligations. Without waiver by either Seller or Buyer of any rights, remedies or defenses under the Exploration Agreement, the parties agree that from the Effective Date through the earlier of (i) the Close of Escrow or (ii) termination of this Agreement under Article V, Buyer shall not make any request or demand to Seller for contributions under the Exploration Agreement, and Seller shall have no obligation to make any such contributions.

ARTICLE V

DEFAULT AND REMEDIES

5.1 Buyer Remedies for Seller's Default. If any of Seller's representations or warranties herein are false in any material respect as of the date of this Agreement or the Close of Escrow (as applicable), or if Seller fails to perform any of its obligations hereunder for any reason, then Buyer, at its option, shall have the right to: (i) terminate this Agreement and the Escrow by giving written notice thereof to Seller and Escrow Agent, and the rights and obligations of the parties hereunder, except for the obligations that, by the terms of this Agreement, survive the Close of Escrow, shall terminate, and/or (ii) specific performance of the terms and provisions of this Agreement. Buyer shall not otherwise be entitled to damages and/or pursue any other right or remedy available in law or in equity. Any such action to specifically enforce the provisions of this Agreement or the Escrow shall be brought within one hundred eighty (180) days after the later of the termination of this Agreement and Escrow, and the date of Seller's default under this Agreement. Otherwise, Buyer shall be deemed to have waived its rights to bring any such action for specific performance. Nothing in this Section 5.1 shall be deemed to preclude a party from contesting the existence of a breach or default.

5.2 Seller's Remedies for Buyer's Default. If any of Buyer's representations or warranties herein are false in any material respect as of the date of this Agreement or the Close of Escrow (as applicable), or if Buyer fails to perform any of its obligations hereunder for any reason, then Seller shall have the right to: (i) terminate this Agreement and the Escrow by giving written notice thereof to Buyer and Escrow Agent, and the rights and obligations of the parties hereunder, except for the obligations that, by the terms of this Agreement, survive the Close of Escrow, shall terminate, and/or (ii) specific performance of the terms and provisions of this Agreement. Any such action to specifically enforce the provisions of this Agreement or the Escrow shall be brought within one hundred eighty (180) days after the later of the termination of this Agreement and Escrow, and the date of Buyer's default under this Agreement. Otherwise, Seller shall be deemed to have waived its rights to bring any such action for specific performance. Nothing in this Section 5.2 shall be deemed to preclude a party from contesting the existence of a breach or default.

ARTICLE VI
GENERAL AND MISCELLANEOUS PROVISIONS

6.1 Brokerage. Seller and Buyer each represent and warrant to the other that it has not dealt with any broker or other agent in connection with this transaction that will result in any responsibility or liability for commission or fee to be paid by the other party. Each party shall indemnify and hold harmless the other for, from and against any and all brokerage commissions and related expenses (including without limitation, reasonable attorneys' fees) claimed through the indemnifying party in connection with this transaction. This indemnity shall survive the Close of Escrow or termination of this Agreement.

6.2 Waiver. Either Buyer or the Seller may waive any provision of this Agreement intended for its benefit. Any waiver shall be in writing and no such waiver shall invalidate this Agreement or be deemed to be a waiver of any other provisions hereof. The waiver of any time for performing any act shall not constitute a waiver of the time for performing any other act or a similar act required to be performed at a different time. However, Buyer's agreement to allow the Close of Escrow to occur shall be deemed to constitute Buyer's waiver of any and all conditions precedent or contingencies to such closing.

6.3 Notices. All notices, requests, demands or documents which are required or permitted to be given or served hereunder shall be in writing and: (a) personally delivered to the party to be notified, in which instance notice shall be deemed to have been given and received upon actual delivery (Seller acknowledges that personal delivery to any branch or office of Buyer other than as shown on page 1 shall be ineffective); (b) sent by certified United States mail, return receipt requested, postage prepaid, addressed to the party to be notified, in which instance notice shall be deemed to have been given upon deposit in the mail at any postal station and received two (2) Business Days after such deposit or such earlier date as may be shown on the return receipt; (c) sent by electronic transmission to the party to be notified, in which instance notice shall be deemed to have been given and received upon receipt of the electronic transmission by the party to be notified; or (d) sent by a reputable national overnight commercial courier service (such as Federal Express or UPS, but not including United States Postal Service Express Mail) addressed to the party to be notified, in which instance notice shall be deemed to have been given upon delivery. The addresses and numbers of the parties for notice by any of the foregoing means are set forth on page 1 of this Agreement. Copies of notices given to either Buyer or Seller shall also be given to Escrow Agent. Any party may change its address upon five (5) days' prior written notice to the other party and the Escrow Agent.

6.4 Integration and Modification; Exhibits. This written Agreement (including the exhibits hereto), the Special Warranty Deed, the Quit Claim Deed, the Royalty Deed, the Assignment and the Termination and Release, along with the Investment Agreement, constitute a complete integration of the intended agreement of the parties and supersede all prior agreements between the parties or their predecessors in interest regarding the Property. All prior oral and/or written representations, promises, warranties and conditions relating to the subject matter hereof are merged herein, and any representations, promises, warranties or conditions not incorporated herein shall not be binding upon any party. No agent of any party had or has authority to the date of the execution of this Agreement to make representations or agreements, verbal or written, which differ from the representations and agreements contained in this Agreement, and no other representations, covenants, promises or agreements exist which have induced any of the parties

to enter into this Agreement. This Agreement may be amended or rescinded only by written instrument executed by Seller and by Buyer.

6.5 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. However, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective heirs, successors and assigns, if any.

6.6 Governing Law; Venue. This Agreement relates to real property located in Mohave County, Arizona, and shall be governed by and construed in accordance with the substantive laws and judicial decisions of, the State of Arizona, regardless of any conflict of laws principles or the residence, location, domicile or place of business of any party or its principals. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The parties irrevocably consent to jurisdiction and venue in such court for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 6.6.

6.7 Construction of Agreement. This Agreement shall apply to the parties hereto according to the context hereof, without regard to the number or gender of words or expressions used herein. The headings or captions of Articles and Sections of this Agreement are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Agreement or the provisions of such Articles or Sections. This Agreement shall be construed as a whole, in accordance with the fair meaning of its language, and, as each party has been represented by legal counsel of its choice (or deliberately chosen not to be so represented) in the negotiation of this Agreement, neither this Agreement nor any provision thereof shall be construed for or against either party by reason of the identity of the party drafting this Agreement or any other document. As used in this Agreement, the term(s): (a) "include" or "including" shall mean without limitation by reason of enumeration; (b) "herein," "hereunder," "hereof," "hereinafter" or similar terms refer to this Agreement as a whole rather than to any particular Article or Section; (c) "person" includes a corporation, limited liability company, trust, estate, partnership, association, governmental authority or other entity, as well as a natural person; and (d) "Business Day" means those days other than Saturdays, Sundays and legal holidays for Escrow Agent or the Office of the County Recorder for the County in which the Property is located.

6.8 Enforcement Expenses. In the event of any dispute between the parties hereto with respect to any rights or obligations hereunder which is the subject of litigation, the prevailing party therein shall be entitled to recover all reasonable costs and expenses, including court costs and reasonable attorneys' fees incurred therein by the prevailing party, which amounts shall be included in any judgment.

6.9 Tax Matters. Seller shall furnish to Buyer and Escrow Agent, on or before the Close of Escrow, a sworn affidavit (the "Non-Foreign Transferor Affidavit") stating under penalty of perjury that Seller is not a "foreign person" as such term is defined in § 1445 of the Internal Revenue Code of 1986, as amended, and any relevant regulations promulgated

thereunder (the "Code") or other reasonable documentary evidence that Buyer is not required to withhold taxes from the Purchase Price under § 1445(a) of the Code. Escrow Agent, as the person responsible for closing the transaction described in this Agreement within the meaning of § 6045(e)(2)(a) of the Code, shall prepare and file all necessary statements, information, reports and returns as required by the Code, including the return required by § 6045 of the Code.

6.10 Additional Acts and Documents. The parties agree to take such further actions, and to execute, acknowledge and deliver to Escrow Agent such further documents as Escrow Agent, Buyer or Seller may reasonably request to effectuate the intent of this Agreement or to satisfy Escrow Agent's requirements. The provisions of this Section 6.10 shall survive the Close of Escrow or termination of this Agreement.

6.11 Time of the Essence. Time is of the essence of this Agreement and of each term, provision and condition hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.

6.12 Severability; Partial Invalidity. Each covenant, provision and condition of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. If any such covenant, provision or condition shall be held to be void or invalid, the same shall not affect the remainder hereof, which shall be valid and effective as though the void or invalid covenant, provision or condition had not been contained herein.

6.13 Time Periods. Time periods referred to herein shall be determined by excluding the day of the event when the period commences or from which it runs and shall expire at 5:00 p.m. Phoenix, Arizona time on the last day included in such period unless it is not a Business Day, in which case it shall expire at 5:00 p.m. on the next Business Day.

6.14 Incorporation of Exhibits. Any exhibit attached hereto is hereby incorporated herein and made a part hereof for all purposes, and references in this Agreement to such exhibits shall be deemed to include this reference and incorporation.

6.15 Relationship Between Parties. The sole and only relationship created by this Agreement is that of buyer and seller, and neither party is or shall be the partner, joint venturer or agent of the other for any purpose whatsoever.

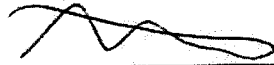
6.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the signatory parties hereto. Signature pages may be detached from the counterparts and attached to one or more copies of this Agreement to form multiple legally effective documents.

[SIGNATURES ON FOLLOWING PAGES]

DATED as of the date first written above.

SELLER:

PATRIOT GOLD CORP., a Nevada corporation

By: 
Name: Trevor Newton
Title: Chairman of the Board

BUYER:

GOLDEN VERTEX CORP., an Arizona corporation

By: _____
Name: _____
Title: _____

DATED as of the date first written above.

SELLER:

PATRIOT GOLD CORP., a Nevada corporation

By: _____

Name: _____

Title: _____

BUYER:

GOLDEN VERTEX CORP., an Arizona corporation

By: J. R. H. Whittington

Name: J. R. H. WHITTINGTON

Title: PRESIDENT & CEO

ACCEPTED:

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
DATED: _____

EXHIBIT "A"
DESCRIPTION OF CLAIMS
 [To Be Verified By Title Company]

A. Patented Mining Claims

The following patented mining claims located in Sections 19, 20, 29 and 30, T20N, R20W, G&SRB&M, Mohave County, Arizona:

Parcel 1: (APN: 213-09-001)

RUTH - Mineral Survey No. 2213, General Land Office No. 45396, U.S. Patent dated May 1, 1907, recorded on August 2, 1910 in the office of the Recorder of Mohave County, Arizona in Book 21 of Deeds, at Page 210.

RATTAN - Mineral Survey No. 39, General Land Office No. 25645, U.S. Patent dated May 28, 1895, recorded on August 14, 1895 in the office of the Recorder of Mohave County, Arizona in Book 11 of Deeds, at Page 751.

Parcel 2: (APN: 213-09-002)

The EMPIRE, MASCOT, PARTNERSHIP, RATTAN EXTENSION, and RUTH EXTENSION Lode Mining Claims, Mineral Survey No. 4485, as shown and according to UNITED STATES PATENT recorded in Book 117 of Deeds, page 74, situate in Sections 29 and 30, Township 20N, Range 20 West of the Gila and Salt River Base and Meridian, in the San Francisco Mining District, Mohave County, Arizona.

EXCEPT all of that portion thereof lying with the boundaries of the RATTAN Lode Mining Claim, Survey No. 857, in said San Francisco Mining District, as set forth in said Patent.

Parcel 3: (APN: 213-05-004)

KEY NO. 1, KEY NO. 2, MOSS MILLSIGHT, OMEGA, DIVIDE & KEYSTONE WEDGE Lode Mining Claims in the San Francisco Mining District, being shown on Mineral Survey NO. 4484 on file in the Bureau of Land Management, as granted by PATENT recorded in Book 115 of Deeds, page 428, and situate in Sections 19 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPTING from said claims all of that portion of ground within the boundaries of the CALIFORNIA MOSS Lode Mining Claim, Mineral Survey No. 182.

Parcel 4: (APN: 213-05-005)

CALIFORNIA MOSS Patented Claim, Lot 37, U.S. Mineral Survey 182 of June 15, 1882, said Patent recorded as a deed in Mohave County Recorder's Office records in Book 6, Page 754 and also recorded in the Mohave County Assessor's records as Parcel 213-05-005.

Parcel 5: (APN: 213-05-006)

CALIFORNIA MOSS Lode Mining Claim (Lot No. 38), in the San Francisco Mining District, Survey No. 796, Mineral Certificate No. 175 according to the Patent thereto recorded in Book 22 of Deeds, page 35, lying within a portion of Sections 19, 20, 29 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

B. Unpatented Mining Claims

The following unpatented mining claims situated in the Oatman Mining District in Sections 19, 20, 29 and 30, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	MOSS 11	2004064631	AMC361998
2	MOSS 12	2004064632	AMC361999
3	MOSS 13	2004064633	AMC362000
4	MOSS 14	2004064634	AMC362001
5	MOSS 15	2004064635	AMC362002
6	MOSS 16	2004064636	AMC362003
7	MOSS 17	2004064637	AMC362004
8	MOSS 18	2004064638	AMC362005
9	MOSS 19	2004064639	AMC362006
10	MOSS 20	2004064640	AMC362007
11	MOSS 21	2004064641	AMC362008
12	MOSS 22	2004064642	AMC362009
13	MOSS 23	2004064643	AMC362010
	MOSS 23 (amended)	2015018073	
14	MOSS 24	2004064644	AMC362011
15	MOSS 25	2004064645	AMC362012
16	MOSS 26	2004064646	AMC362013
17	MOSS 27	2004064647	AMC362014
18	MOSS 28	2004064648	AMC362015
19	MOSS 29	2004064649	AMC362016
20	MOSS 30	2004064650	AMC362017
21	MOSS 31	2004064651	AMC362018
22	MOSS 32	2004064652	AMC362019
23	MOSS 34	2004064655	AMC362022
24	MOSS 35	2004064656	AMC362023
25	MOSS 36	2004064657	AMC362024
26	MOSS 37	2004064658	AMC362025
27	MOSS 38	2004064659	AMC362026
28	MOSS 39	2004064660	AMC362027
29	MOSS 39F	2004064661	AMC362028

No.	Name of Claim	Fee No.	BLM Serial No.
	MOSS 39F (amended)	2015018075	
30	MOSS 40	2004064662	AMC362029
31	MOSS 41	2004064663	AMC362030
32	MOSS 42	2004064664	AMC362031
33	MOSS 43	2004064665	AMC362032
34	MOSS 44	2004064666	AMC362033
35	MOSS 45	2004064667	AMC362034
36	MOSS 46	2004064668	AMC362035
	MOSS 46 (amended)	2015018076	
37	MOSS 47	2004064669	AMC362036
	MOSS 47 (amended)	2013014545	
38	MOSS 47B	2004064670	AMC362037
39	MOSS 48	2004064671	AMC362038
	MOSS 48 (amended)	2013014546	
40	MOSS 49	2004064672	AMC362039
	MOSS 49 (amended)	2013014547	
41	MOSS 50	2004064673	AMC362040
	MOSS 50 (amended)	2013014548	
42	MOSS 51	2004064674	AMC362041
43	MOSS 52	2004064675	AMC362042
44	MOSS 53	2004064676	AMC362043
45	MOSS 54	2004064677	AMC362044
46	MOSS 55	2004064678	AMC362045
47	MOSS 56	2004064679	AMC362046
48	MOSS 57	2004064680	AMC362047
49	MOSS 58	2004064681	AMC362048
50	MOSS 59	2004064682	AMC362049
51	MOSS 60	2004064683	AMC362050
52	MOSS 61	2004064684	AMC362051
53	MOSS 62	2004064685	AMC362052
54	MOSS 63	2004064686	AMC362053
55	MOSS 64	2004064687	AMC362054
56	MOSS 65	2004064688	AMC362055
57	MOSS 66	2004064689	AMC362056
58	MOSS 67	2004064690	AMC362057
59	MOSS 68	2004064691	AMC362058
60	MOSS 69	2004064692	AMC362059
61	MOSS 70	2004064693	AMC362060
62	MOSS 1	2009078702	AMC398978
63	MOSS 2	2009078703	AMC398979
64	MOSS 3	2009078704	AMC398980
65	MOSS 4	2009078705	AMC398981
66	MOSS 5	2009078706	AMC398982
67	MOSS 6	2009078707	AMC398983
68	MOSS 7	2009078708	AMC398984

No.	Name of Claim	Fee No.	BLM Serial No.
69	MOSS 8	2009078709	AMC398985
70	MOSS 9	2009078710	AMC398986
71	MOSS 10	2009078711	AMC398987
72	MOSS 118	2009078712	AMC398988
73	MOSS 119	2009078713	AMC398989
74	MOSS 120	2009078714	AMC398990
75	MOSS 121	2009078715	AMC398991
76	MOSS 122	2009078716	AMC398992
77	MOSS 123	2009078717	AMC398993
78	MOSS 124	2009078718	AMC398994
79	MOSS 125	2009078719	AMC398995
80	MOSS 126	2009078720	AMC398996
81	MOSS 127	2009078721	AMC398997
82	MOSS 128	2009078722	AMC398998
83	MOSS 129	2009078723	AMC398999
84	MOSS 130	2009078724	AMC399000
85	MOSS 131	2009078725	AMC399001
86	MOSS 132	2009078726	AMC399002
87	MOSS 133	2009078727	AMC399003
88	MOSS 134	2009078728	AMC399004
89	MOSS 135	2009078729	AMC399005
90	MOSS 136	2009078730	AMC399006
91	MOSS 137	2009078731	AMC399007
92	MOSS 138	2009078732	AMC399008
93	MOSS 139	2009078733	AMC399009
94	MOSS 140	2009078734	AMC399010
95	MOSS 141	2009078735	AMC399011
96	MOSS 142	2009078736	AMC399012
97	MOSS 143	2009078737	AMC399013
98	MOSS 144	2009078738	AMC399014
99	MOSS 145	2009078739	AMC399015
100	MOSS 146	2009078740	AMC399016
101	MOSS 147	2009078741	AMC399017
102	MOSS 148	2009078742	AMC399018
103	MOSS 33X	2015040270	AMC433744

C. GVC Claims (Golden Vertex Corp. Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 13, 14, 23, 24, 25, 26, 35, and 36, Township 20 North, Range 21 West; and Sections 19, 20, 21, 28, 29, 30, 31 and 32, Township 20 North, Range 20 West; G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	GVC 4	2011034909	AMC408942
2	GVC 5	2011034910	AMC408943
3	GVC 6	2011034911	AMC408944
4	GVC 7	2011034912	AMC408945
5	GVC 8	2011034913	AMC408946
6	GVC 9	2011034914	AMC408947
7	GVC 10	2011034915	AMC408948
8	GVC 11	2011034916	AMC408949
9	GVC 12	2011034917	AMC408950
10	GVC 13	2011034918	AMC408951
11	GVC 15	2011034920	AMC408953
12	GVC 16	2011034921	AMC408954
13	GVC 17	2011034922	AMC408955
14	GVC 18	2011034923	AMC408956
15	GVC 19	2011034924	AMC408957
16	GVC 20	2011034925	AMC408958
17	GVC 21	2011034926	AMC408959
18	GVC 22	2011034927	AMC408960
19	GVC 23	2011034928	AMC408961
20	GVC 24	2011034929	AMC408962
21	GVC 25	2011034930	AMC408963
22	GVC 26	2011034931	AMC408964
23	GVC 27	2011034932	AMC408965
24	GVC 28	2011034933	AMC408966
25	GVC 29	2011034934	AMC408967
26	GVC 30	2011034935	AMC408968
27	GVC 31	2011034936	AMC408969
28	GVC 33	2011034938	AMC408971
29	GVC 34	2011034939	AMC408972
30	GVC 35	2011034940	AMC408973
31	GVC 36	2011034941	AMC408974
32	GVC 37	2011034942	AMC408975
33	GVC 38	2011034943	AMC408976
34	GVC 39	2011034944	AMC408977
35	GVC 40	2011034945	AMC408978
36	GVC 41	2011034946	AMC408979
37	GVC 42	2011034947	AMC408980
38	GVC 43	2011034948	AMC408981
39	GVC 44	2011034949	AMC408982
40	GVC 45	2011034950	AMC408983
41	GVC 46	2011034951	AMC408984
42	GVC 47	2011034952	AMC408985
43	GVC 48	2011034953	AMC408986
44	GVC 49	2011034954	AMC408987
45	GVC 50	2011034955	AMC408988

No.	Name of Claim	Fee No.	BLM Serial No.
46	GVC 51	2011034956	AMC408989
47	GVC 52	2011034957	AMC408990
48	GVC 53	2011034958	AMC408991
49	GVC 54	2011034959	AMC408992
50	GVC 55	2011034960	AMC408993
51	GVC 56	2011034961	AMC408994
52	GVC 57	2011034962	AMC408995
53	GVC 58	2011034963	AMC408996
54	GVC 59	2011034964	AMC408997
55	GVC 60	2011034965	AMC408998
56	GVC 61	2011034966	AMC408999
57	GVC 62	2011034967	AMC409000
58	GVC 63	2011034968	AMC409001
59	GVC 64	2011034969	AMC409002
60	GVC 65	2011034970	AMC409003
61	GVC 67	2011034971	AMC409004
62	GVC 68	2011034972	AMC409005
63	GVC 69	2011034973	AMC409006
64	GVC 70	2011034974	AMC409007
65	GVC 71	2011034975	AMC409008
66	GVC 72	2011034976	AMC409009
67	GVC 73	2011034977	AMC409010
68	GVC 74	2011034978	AMC409011
69	GVC 75	2011034979	AMC409012
70	GVC 76	2011034980	AMC409013
71	GVC 77	2011034981	AMC409014
72	GVC 78	2011034982	AMC409015
73	GVC 79	2011034983	AMC409016
74	GVC 80	2011034984	AMC409017
75	GVC 81	2011034985	AMC409018
76	GVC 82	2011034986	AMC409019
77	GVC 83	2011034987	AMC409020
78	GVC 84	2011034988	AMC409021
79	GVC 85	2011034989	AMC409022
80	GVC 86	2011034990	AMC409023
81	GVC 87	2011034991	AMC409024
82	GVC 88	2011034992	AMC409025
83	GVC 89	2011034993	AMC409026
84	GVC 90	2011034994	AMC409027
85	GVC 91	2011034995	AMC409028
86	GVC 92	2011034996	AMC409029
87	GVC 93	2011034997	AMC409030
88	GVC 94	2011034998	AMC409031
89	GVC 95	2011034999	AMC409032
90	GVC 96	2011035000	AMC409033

No.	Name of Claim	Fee No.	BLM Serial No.
91	GVC 97	2011035001	AMC409034
92	GVC 98	2011035002	AMC409035
93	GVC 99	2011035003	AMC409036
94	GVC 100	2011035004	AMC409037
95	GVC 101	2011035005	AMC409038
96	GVC 102	2011035006	AMC409039
97	GVC 103	2011035007	AMC409040
98	GVC 104	2011035008	AMC409041
99	GVC 105	2011035009	AMC409042
100	GVC 106	2011035010	AMC409043
101	GVC 107	2011035011	AMC409044
102	GVC 108	2011035012	AMC409045
103	GVC 109	2011035013	AMC409046
104	GVC 110	2011035014	AMC409047
105	GVC 111	2011035015	AMC409048
106	GVC 112	2011035016	AMC409049
107	GVC 114	2011035018	AMC409051
108	GVC 115	2011035019	AMC409052
109	GVC 116	2011035020	AMC409053
110	GVC 117	2011035021	AMC409054
111	GVC 118	2011035022	AMC409055
112	GVC 119	2011035023	AMC409056
113	GVC 120	2011035024	AMC409057
114	GVC 121	2011035025	AMC409058
115	GVC 122	2011035026	AMC409059
116	GVC 123	2011035027	AMC409060
117	GVC 128	2011035032	AMC409065
118	GVC 129	2011035033	AMC409066
119	GVC 130	2011035034	AMC409067
120	GVC 131	2011035035	AMC409068
121	GVC 132	2011035036	AMC409069
122	GVC 133	2011035037	AMC409070
123	GVC 175	2011035071	AMC409104
124	GVC 176	2011035072	AMC409105
125	GVC 177	2011035073	AMC409106
126	GVC 178	2011035074	AMC409107
127	GVC 179	2011035075	AMC409108
128	GVC 180	2011035076	AMC409109
129	GVC 181	2011035077	AMC409110
130	GVC 182	2011035078	AMC409111
131	GVC 183	2011035079	AMC409112
132	GVC 184	2011035080	AMC409113
133	GVC 185	2011035081	AMC409114
134	GVC 186	2011035082	AMC409115
135	GVC 187	2011035083	AMC409116

No.	Name of Claim	Fee No.	BLM Serial No.
136	GVC 188	2011035084	AMC409117
137	GVC 189	2011035085	AMC409118
138	GVC 190	2011035086	AMC409119
139	GVC 191	2011035087	AMC409120
140	GVC 192	2011035088	AMC409121
141	GVC 193	2011035089	AMC409122
142	MOSS 201	2012041054	AMC416914
143	MOSS 202	2012041055	AMC416915
144	MOSS 203	2012041056	AMC416916
145	MOSS 204	2012041057	AMC416917
146	MOSS 205	2012041058	AMC416918
147	MOSS 206	2012041059	AMC416919
148	MOSS 207	2012041060	AMC416920
149	MOSS 208	2012041061	AMC416921
150	MOSS 209	2012041062	AMC416922
151	MOSS 210	2012061604	AMC420117
152	MOSS 211	2012061605	AMC420118
153	GVC 301	2015018077	AMC432054

Provided however, that such unpatented mining claims shall comprise a portion of the Claims only to the extent that such unpatented mining claims, or the portions thereof, are within the Area of Interest (as defined in the Royalty Deed attached as Exhibit "F" to this Agreement, hereinafter, the "Area of Interest").

D. Silver Creek Lease Option Claims (La Cuesta International, Inc. Lease Option Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 16, 17, 20, 21, 28, 29, 30, 31, 32 and 33, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	SILVER CREEK 20	2011024754	AMC407882
2	SILVER CREEK 22	2011024756	AMC407884
3	SILVER CREEK 44	2011024778	AMC407906
4	SILVER CREEK 45	2011024779	AMC407907
5	SILVER CREEK 46	2011024780	AMC407908
6	SILVER CREEK 47	2011024781	AMC407909
7	SILVER CREEK 48	2011024782	AMC407910
8	SILVER CREEK 49	2011024783	AMC407911
9	SILVER CREEK 50	2011024784	AMC407912
10	SILVER CREEK 51	2011024785	AMC407913
11	SILVER CREEK 52	2011024786	AMC407914
12	SILVER CREEK 53	2011024787	AMC407915

No.	Name of Claim	Fee No.	BLM Serial No.
13	SILVER CREEK 54	2011024788	AMC407916
14	SILVER CREEK 67	2011024801	AMC407929
15	SILVER CREEK 68	2011024802	AMC407930
16	SILVER CREEK 69	2011024803	AMC407931
17	SILVER CREEK 70	2011024804	AMC407932
18	SILVER CREEK 71	2011024805	AMC407933
19	SILVER CREEK 72	2011024806	AMC407934
20	SILVER CREEK 73	2011024807	AMC407935
21	SILVER CREEK 74	2011024808	AMC407936
22	SILVER CREEK 75	2011024809	AMC407937
23	SILVER CREEK 76	2011024810	AMC407938
24	SILVER CREEK 77	2011024811	AMC407939
25	SILVER CREEK 78	2011024812	AMC407940
26	SILVER CREEK 79	2011024813	AMC407941
27	SILVER CREEK 80	2011024814	AMC407942
28	SILVER CREEK 81	2011024815	AMC407943
29	SILVER CREEK 82	2011024816	AMC407944
30	SILVER CREEK 83	2011024817	AMC407945
31	SILVER CREEK 84	2011024818	AMC407946
32	SILVER CREEK 85	2011024819	AMC407947
33	SILVER CREEK 86	2011024820	AMC407948
34	SILVER CREEK 89	2011024823	AMC407951
35	SILVER CREEK 90	2011024824	AMC407952
36	SILVER CREEK 91	2011024825	AMC407953
37	SILVER CREEK 92	2011024826	AMC407954
38	SILVER CREEK 93	2011024827	AMC407955
39	SILVER CREEK 94	2011024828	AMC407956
40	SILVER CREEK 95	2011024829	AMC407957
41	SILVER CREEK 96	2011024830	AMC407958
42	SILVER CREEK 97	2011024831	AMC407959
43	SILVER CREEK 108	2011024842	AMC407970
44	SILVER CREEK 109	2011024843	AMC407971
45	SILVER CREEK 110	2011024844	AMC407972
46	SILVER CREEK 111	2011024845	AMC407973
47	SILVER CREEK 112	2011024846	AMC407974
48	SILVER CREEK 113	2011024847	AMC407975
49	SILVER CREEK 114	2011024848	AMC407976
50	SILVER CREEK 115	2011024849	AMC407977
51	SILVER CREEK 116	2011044461	AMC410214
52	SILVER CREEK 117	2011044462	AMC410215
53	SILVER CREEK 126	2011044471	AMC410224
54	SILVER CREEK 127	2011044472	AMC410225
55	SILVER CREEK 128	2011044473	AMC410226
56	SILVER CREEK 129	2011044474	AMC410227
57	SILVER CREEK 130	2011044475	AMC410228

No.	Name of Claim	Fee No.	BLM Serial No.
58	SILVER CREEK 131	2011044476	AMC410229
59	SILVER CREEK 132	2011044477	AMC410230
60	SILVER CREEK 133	2011044478	AMC410231
61	SILVER CREEK 138	2011044483	AMC410236
62	SILVER CREEK 140	2011044485	AMC410238
63	SILVER CREEK 141	2011044486	AMC410239
64	SILVER CREEK 142	2011044487	AMC410240
65	SILVER CREEK 143	2011044488	AMC410241
66	SILVER CREEK 144	2011044489	AMC410242
67	SILVER CREEK 145	2011044490	AMC410243
68	SILVER CREEK 146	2011044491	AMC410244
69	SILVER CREEK 147	2011044492	AMC410245
70	SILVER CREEK 148	2011044493	AMC410246
71	SILVER CREEK 149	2011044494	AMC410247
72	SILVER CREEK 150	2011044495	AMC410248
73	SILVER CREEK 151	2011044496	AMC410249
74	SILVER CREEK 152	2011044497	AMC410250
75	SILVER CREEK 153	2011044498	AMC410251
76	SILVER CREEK 154	2011044499	AMC410252
77	SILVER CREEK 155	2011044500	AMC410253
78	SILVER CREEK 156	2011044501	AMC410254
79	SILVER CREEK 159	2011044504	AMC410257
80	SILVER CREEK 161	2011044506	AMC410259
81	SILVER CREEK 163	2011044508	AMC410261
82	SILVER CREEK 165	2011044510	AMC410263
83	SILVER CREEK 166	2011044511	AMC410264
84	SILVER CREEK 167	2011044512	AMC410265
85	SILVER CREEK 168	2011044513	AMC410266
86	SILVER CREEK 169	2011044514	AMC410267
87	SILVER CREEK 170	2011044515	AMC410268
88	SILVER CREEK 171	2011044516	AMC410269
89	SILVER CREEK 172	2011044517	AMC410270
90	SILVER CREEK 173	2011044518	AMC410271
91	SILVER CREEK 174	2011044519	AMC410272
92	SILVER CREEK 175	2011044520	AMC410273
93	SILVER CREEK 176	2011044521	AMC410274
94	SILVER CREEK 184	2011044529	AMC410282
95	SILVER CREEK 185	2012000017	AMC413137
96	SILVER CREEK 186	2012000018	AMC413138
97	SILVER CREEK 187	2012000019	AMC413139
98	SILVER CREEK 188	2012000020	AMC413140
99	SILVER CREEK 189	2012000021	AMC413141
100	SILVER CREEK 190	2012000022	AMC413142
101	SILVER CREEK 191	2012000023	AMC413143
102	SILVER CREEK 192	2012000024	AMC413144

No.	Name of Claim	Fee No.	BLM Serial No.
103	SILVER CREEK 193	2012000025	AMC413145
104	SILVER CREEK 194	2014014495	AMC427718
105	SILVER CREEK 195	2014014496	AMC427719
106	SILVER CREEK 196	2014014497	AMC427720
107	SILVER CREEK 197	2014014498	AMC427721
108	SILVER CREEK 198	2014014499	AMC427722
109	SILVER CREEK 199	2014014500	AMC427723
110	SILVER CREEK 200	2014014501	AMC427724
111	SILVER CREEK 201	2014014502	AMC427725

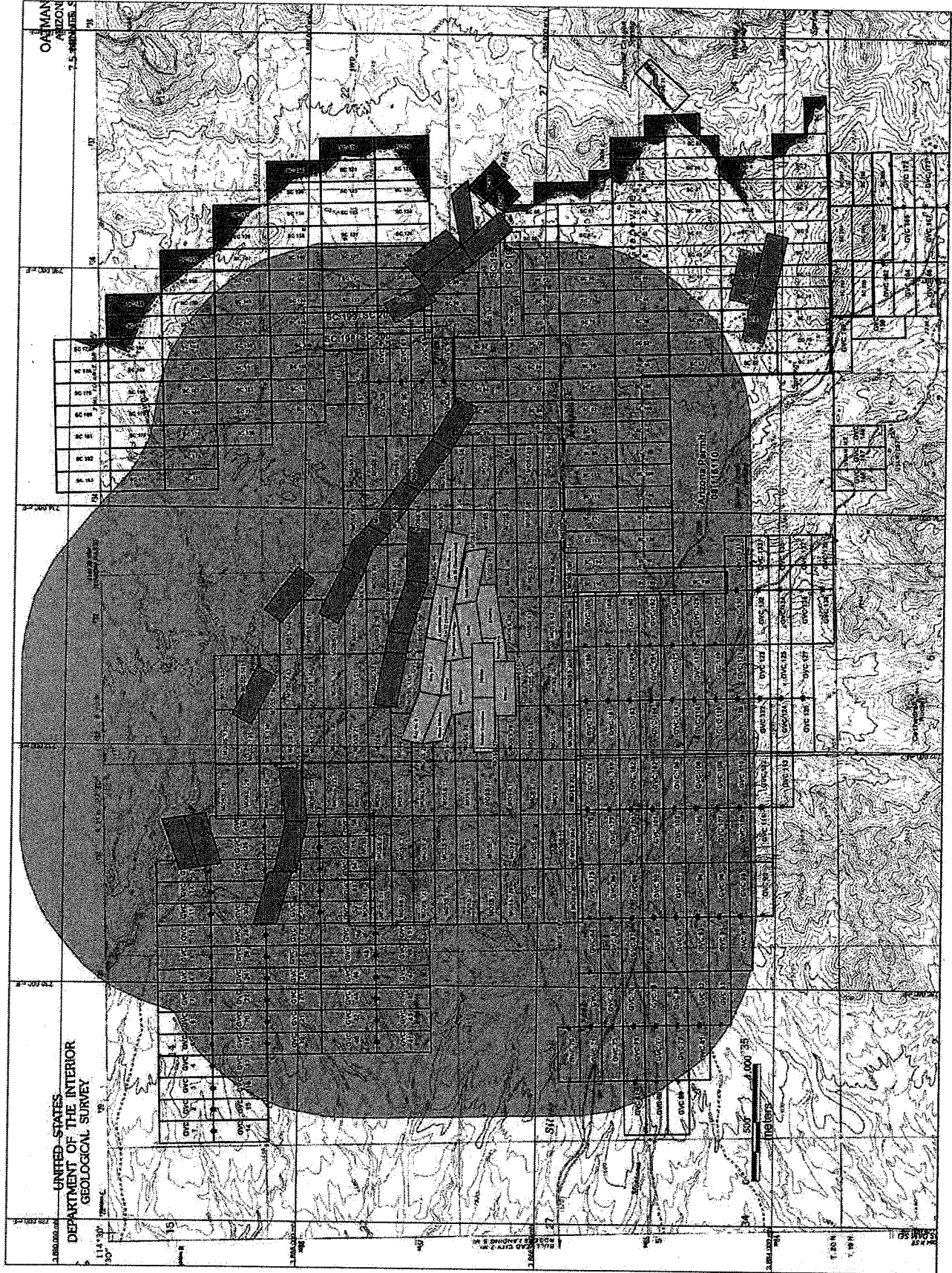
The Silver Creek Claims listed in this Part D are covered by that Mineral Lease and Option Agreement between La Cuesta International, Inc. and Buyer dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption Agreement dated October 29, 2015 and recorded October 29, 2015 at Fee No. 2015047985 in the Official Records of Mohave County, Arizona.

E. ASLD Exploration Permit (La Cuesta International, Inc. Lease Option Claims)

Arizona State Land Department Exploration Permit (Permit No. 08-116110) dated December 22, 2011. This ASLD Exploration Permit listed in this Part E is covered by that Mineral Lease and Option Agreement between La Cuesta International, Inc. and Buyer dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption Agreement dated October 29, 2015 and recorded October 29, 2015 at Fee No. 2015047985 in the Official Records of Mohave County, Arizona.

EXHIBIT "B"

MAP OF CLAIMS



B-1

EXHIBIT "C"**FORM OF SPECIAL WARRANTY DEED**

Upon recording return to:
[Insert Name]

SPECIAL WARRANTY DEED
(Patented and Unpatented Mining Claims)

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Patriot Gold Corp., a Nevada corporation ("Grantor") grants and conveys to Golden Vertex Corp., an Arizona corporation ("Grantee"), all right, title and interest in those certain patented and unpatented lode mining claims situated in the Oatman Mining District, Mohave County, Arizona (the "Claims") and more particularly described on Schedule "A".

TOGETHER WITH all extralateral and other associated rights, water rights, tenements, hereditaments and appurtenances belonging or appertaining thereto, and all rights-of-way, easements, rights of access and ingress to and egress from the Claims appurtenant thereto, and all rights and interest that Grantor, or any of them, may hereafter acquire or appear to acquire (collectively, the "Property");

GRANTOR WARRANTS title to the Claims against all persons claiming by, through or under Grantor, and not otherwise;

SUBJECT (a) the paramount title of the United States and current federal claim maintenance fees not yet due and delinquent and (b) the Permitted Exceptions set forth on Schedule "B" attached hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed (Patented and Unpatented Mining Claims) as of this ____ day of _____, 2016

GRANTOR:

Patriot Gold Corporation, a Nevada corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
)
County of _____) ss.

The foregoing Special Warranty Deed (Patented and Unpatented Mining Claims) dated the ___ day of _____, 2016, granted for the benefit of Golden Vertex Corp., an Arizona corporation, consisting of a total of ___ () pages, was acknowledged before me this ___ day of _____, 2016 by _____ as _____ of Patriot Gold Corp., a Nevada corporation.

Notary Public in and for said County and State

My commission expires:

Schedule "A"
To
Special Warranty Deed
(Property - Legal Description)
[To Be Verified By Title Company]

I. Patented Mining Claims

The following patented mining claims located in Sections 19, 20, 29 and 30, T20N, R20W, G&SRB&M, Mohave County, Arizona:

Parcel 1: (APN: 213-09-001)

RUTH - Mineral Survey No. 2213, General Land Office No. 45396, U.S. Patent dated May 1,1907, recorded on August 2, 1910 in the office of the Recorder of Mohave County, Arizona in Book 21 of Deeds, at Page 210.

RATTAN - Mineral Survey No. 39, General Land Office No. 25645, U.S. Patent dated May 28, 1895, recorded on August 14, 1895 in the office of the Recorder of Mohave County, Arizona in Book 11 of Deeds, at Page 751.

Parcel 2: (APN: 213-09-002)

The EMPIRE, MASCOT, PARTNERSHIP, RATTAN EXTENSION, and RUTH EXTENSION Lode Mining Claims, Mineral Survey No. 4485, as shown and according to UNITED STATES PATENT recorded in Book 117 of Deeds, page 74, situate in Sections 29 and 30, Township 20N, Range 20 West of the Gila and Salt River Base and Meridian, in the San Francisco Mining District, Mohave County, Arizona.

EXCEPT all of that portion thereof lying with the boundaries of the RATTAN Lode Mining Claim, Survey No. 857, in said San Francisco Mining District, as set forth in said Patent.

Parcel 3: (APN: 213-05-004)

KEY NO. 1, KEY NO. 2, MOSS MILLSIGHT, OMEGA, DIVIDE & KEYSTONE WEDGE Lode Mining Claims in the San Francisco Mining District, being shown on Mineral Survey NO. 4484 on file in the Bureau of Land Management, as granted by PATENT recorded in Book 115 of Deeds, page 428, and situate in Sections 19 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPTING from said claims all of that portion of ground within the boundaries of the CALIFORNIA MOSS Lode Mining Claim, Mineral Survey No. 182.

Parcel 4: (APN: 213-05-005)

CALIFORNIA MOSS Patented Claim, Lot 37, U.S. Mineral Survey 182 of June 15,1882, said Patent recorded as a deed in Mohave County Recorder's Office records in Book 6, Page 754 and also recorded in the Mohave County Assessor's records as Parcel 213-05-005.

Parcel 5: (APN: 213-05-006)

CALIFORNIA MOSS Lode Mining Claim (Lot No. 38), in the San Francisco Mining District, Survey No. 796, Mineral Certificate No. 175 according to the Patent thereto recorded in Book 22 of Deeds, page 35, lying within a portion of Sections 19, 20, 29 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

II. Unpatented Mining Claims

The following unpatented mining claims situated in the Oatman Mining District in Sections 19, 20, 29 and 30, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	MOSS 11	2004064631	AMC361998
2	MOSS 12	2004064632	AMC361999
3	MOSS 13	2004064633	AMC362000
4	MOSS 14	2004064634	AMC362001
5	MOSS 15	2004064635	AMC362002
6	MOSS 16	2004064636	AMC362003
7	MOSS 17	2004064637	AMC362004
8	MOSS 18	2004064638	AMC362005
9	MOSS 19	2004064639	AMC362006
10	MOSS 20	2004064640	AMC362007
11	MOSS 21	2004064641	AMC362008
12	MOSS 22	2004064642	AMC362009
13	MOSS 23	2004064643	AMC362010
	MOSS 23 (amended)	2015018073	
14	MOSS 24	2004064644	AMC362011
15	MOSS 25	2004064645	AMC362012
16	MOSS 26	2004064646	AMC362013
17	MOSS 27	2004064647	AMC362014
18	MOSS 28	2004064648	AMC362015
19	MOSS 29	2004064649	AMC362016
20	MOSS 30	2004064650	AMC362017
21	MOSS 31	2004064651	AMC362018
22	MOSS 32	2004064652	AMC362019
23	MOSS 34	2004064655	AMC362022
24	MOSS 35	2004064656	AMC362023
25	MOSS 36	2004064657	AMC362024
26	MOSS 37	2004064658	AMC362025
27	MOSS 38	2004064659	AMC362026
28	MOSS 39	2004064660	AMC362027
29	MOSS 39F	2004064661	AMC362028
	MOSS 39F (amended)	2015018075	

No.	Name of Claim	Fee No.	BLM Serial No.
30	MOSS 40	2004064662	AMC362029
31	MOSS 41	2004064663	AMC362030
32	MOSS 42	2004064664	AMC362031
33	MOSS 43	2004064665	AMC362032
34	MOSS 44	2004064666	AMC362033
35	MOSS 45	2004064667	AMC362034
36	MOSS 46	2004064668	AMC362035
	MOSS 46 (amended)	2015018076	
37	MOSS 47	2004064669	AMC362036
	MOSS 47 (amended)	2013014545	
38	MOSS 47B	2004064670	AMC362037
39	MOSS 48	2004064671	AMC362038
	MOSS 48 (amended)	2013014546	
40	MOSS 49	2004064672	AMC362039
	MOSS 49 (amended)	2013014547	
41	MOSS 50	2004064673	AMC362040
	MOSS 50 (amended)	2013014548	
42	MOSS 51	2004064674	AMC362041
43	MOSS 52	2004064675	AMC362042
44	MOSS 53	2004064676	AMC362043
45	MOSS 54	2004064677	AMC362044
46	MOSS 55	2004064678	AMC362045
47	MOSS 56	2004064679	AMC362046
48	MOSS 57	2004064680	AMC362047
49	MOSS 58	2004064681	AMC362048
50	MOSS 59	2004064682	AMC362049
51	MOSS 60	2004064683	AMC362050
52	MOSS 61	2004064684	AMC362051
53	MOSS 62	2004064685	AMC362052
54	MOSS 63	2004064686	AMC362053
55	MOSS 64	2004064687	AMC362054
56	MOSS 65	2004064688	AMC362055
57	MOSS 66	2004064689	AMC362056
58	MOSS 67	2004064690	AMC362057
59	MOSS 68	2004064691	AMC362058
60	MOSS 69	2004064692	AMC362059
61	MOSS 70	2004064693	AMC362060
62	MOSS 1	2009078702	AMC398978
63	MOSS 2	2009078703	AMC398979
64	MOSS 3	2009078704	AMC398980
65	MOSS 4	2009078705	AMC398981
66	MOSS 5	2009078706	AMC398982
67	MOSS 6	2009078707	AMC398983
68	MOSS 7	2009078708	AMC398984

No.	Name of Claim	Fee No.	BLM Serial No.
69	MOSS 8	2009078709	AMC398985
70	MOSS 9	2009078710	AMC398986
71	MOSS 10	2009078711	AMC398987
72	MOSS 118	2009078712	AMC398988
73	MOSS 119	2009078713	AMC398989
74	MOSS 120	2009078714	AMC398990
75	MOSS 121	2009078715	AMC398991
76	MOSS 122	2009078716	AMC398992
77	MOSS 123	2009078717	AMC398993
78	MOSS 124	2009078718	AMC398994
79	MOSS 125	2009078719	AMC398995
80	MOSS 126	2009078720	AMC398996
81	MOSS 127	2009078721	AMC398997
82	MOSS 128	2009078722	AMC398998
83	MOSS 129	2009078723	AMC398999
84	MOSS 130	2009078724	AMC399000
85	MOSS 131	2009078725	AMC399001
86	MOSS 132	2009078726	AMC399002
87	MOSS 133	2009078727	AMC399003
88	MOSS 134	2009078728	AMC399004
89	MOSS 135	2009078729	AMC399005
90	MOSS 136	2009078730	AMC399006
91	MOSS 137	2009078731	AMC399007
92	MOSS 138	2009078732	AMC399008
93	MOSS 139	2009078733	AMC399009
94	MOSS 140	2009078734	AMC399010
95	MOSS 141	2009078735	AMC399011
96	MOSS 142	2009078736	AMC399012
97	MOSS 143	2009078737	AMC399013
98	MOSS 144	2009078738	AMC399014
99	MOSS 145	2009078739	AMC399015
100	MOSS 146	2009078740	AMC399016
101	MOSS 147	2009078741	AMC399017
102	MOSS 148	2009078742	AMC399018
103	MOSS 33X	2015040270	AMC433744

Schedule "B"
To
Special Warranty Deed
(Permitted Exceptions)

1. [List any exceptions listed in Title Commitment.]
2. [Underlying royalty agreements.]
3. [Some of the Moss unpatented claims overlap with the patented Claims or with other patented mining claims owned by third parties.]
4. [Defects in the location or monumenting of the Moss unpatented claims discovered by Buyer when it was conducting exploration operations on the Property prior to the date of the deed.]
5. [Exceptions and limitations set forth in the patents.]

EXHIBIT "D"**FORM OF QUIT CLAIM DEED**

Upon recording return to:
[Insert Name]

Affidavit of Value exempt pursuant to A.R.S § 11-1134(A)(6)

QUIT CLAIM DEED
(Unpatented Mining Claims)

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Patriot Gold Corp., a Nevada corporation ("Grantor"), hereby quit-claims and releases, to Golden Vertex Corp., an Arizona corporation, all right, title or interest, if any, in the unpatented lode mining claims situated in the Oatman Mining District, Mohave County, Arizona (the "Claims") more particularly described on Schedule "A".

[SIGNATURES ON FOLLOWING PAGE]

Schedule "A"
To
Quit Claim Deed
(Property - Legal Description)

I. GVC Claims (Golden Vertex Corp. Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 13, 14, 23, 24, 25, 26, 35, and 36, Township 20 North, Range 21 West; and Sections 19, 20, 21, 28, 29, 30, 31 and 32, Township 20 North, Range 20 West; G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	GVC 4	2011034909	AMC408942
2	GVC 5	2011034910	AMC408943
3	GVC 6	2011034911	AMC408944
4	GVC 7	2011034912	AMC408945
5	GVC 8	2011034913	AMC408946
6	GVC 9	2011034914	AMC408947
7	GVC 10	2011034915	AMC408948
8	GVC 11	2011034916	AMC408949
9	GVC 12	2011034917	AMC408950
10	GVC 13	2011034918	AMC408951
11	GVC 15	2011034920	AMC408953
12	GVC 16	2011034921	AMC408954
13	GVC 17	2011034922	AMC408955
14	GVC 18	2011034923	AMC408956
15	GVC 19	2011034924	AMC408957
16	GVC 20	2011034925	AMC408958
17	GVC 21	2011034926	AMC408959
18	GVC 22	2011034927	AMC408960
19	GVC 23	2011034928	AMC408961
20	GVC 24	2011034929	AMC408962
21	GVC 25	2011034930	AMC408963
22	GVC 26	2011034931	AMC408964
23	GVC 27	2011034932	AMC408965
24	GVC 28	2011034933	AMC408966
25	GVC 29	2011034934	AMC408967
26	GVC 30	2011034935	AMC408968
27	GVC 31	2011034936	AMC408969
28	GVC 33	2011034938	AMC408971
29	GVC 34	2011034939	AMC408972
30	GVC 35	2011034940	AMC408973
31	GVC 36	2011034941	AMC408974

No.	Name of Claim	Fee No.	BLM Serial No.
32	GVC 37	2011034942	AMC408975
33	GVC 38	2011034943	AMC408976
34	GVC 39	2011034944	AMC408977
35	GVC 40	2011034945	AMC408978
36	GVC 41	2011034946	AMC408979
37	GVC 42	2011034947	AMC408980
38	GVC 43	2011034948	AMC408981
39	GVC 44	2011034949	AMC408982
40	GVC 45	2011034950	AMC408983
41	GVC 46	2011034951	AMC408984
42	GVC 47	2011034952	AMC408985
43	GVC 48	2011034953	AMC408986
44	GVC 49	2011034954	AMC408987
45	GVC 50	2011034955	AMC408988
46	GVC 51	2011034956	AMC408989
47	GVC 52	2011034957	AMC408990
48	GVC 53	2011034958	AMC408991
49	GVC 54	2011034959	AMC408992
50	GVC 55	2011034960	AMC408993
51	GVC 56	2011034961	AMC408994
52	GVC 57	2011034962	AMC408995
53	GVC 58	2011034963	AMC408996
54	GVC 59	2011034964	AMC408997
55	GVC 60	2011034965	AMC408998
56	GVC 61	2011034966	AMC408999
57	GVC 62	2011034967	AMC409000
58	GVC 63	2011034968	AMC409001
59	GVC 64	2011034969	AMC409002
60	GVC 65	2011034970	AMC409003
61	GVC 67	2011034971	AMC409004
62	GVC 68	2011034972	AMC409005
63	GVC 69	2011034973	AMC409006
64	GVC 70	2011034974	AMC409007
65	GVC 71	2011034975	AMC409008
66	GVC 72	2011034976	AMC409009
67	GVC 73	2011034977	AMC409010
68	GVC 74	2011034978	AMC409011
69	GVC 75	2011034979	AMC409012
70	GVC 76	2011034980	AMC409013
71	GVC 77	2011034981	AMC409014
72	GVC 78	2011034982	AMC409015
73	GVC 79	2011034983	AMC409016
74	GVC 80	2011034984	AMC409017
75	GVC 81	2011034985	AMC409018

No.	Name of Claim	Fee No.	BLM Serial No.
76	GVC 82	2011034986	AMC409019
77	GVC 83	2011034987	AMC409020
78	GVC 84	2011034988	AMC409021
79	GVC 85	2011034989	AMC409022
80	GVC 86	2011034990	AMC409023
81	GVC 87	2011034991	AMC409024
82	GVC 88	2011034992	AMC409025
83	GVC 89	2011034993	AMC409026
84	GVC 90	2011034994	AMC409027
85	GVC 91	2011034995	AMC409028
86	GVC 92	2011034996	AMC409029
87	GVC 93	2011034997	AMC409030
88	GVC 94	2011034998	AMC409031
89	GVC 95	2011034999	AMC409032
90	GVC 96	2011035000	AMC409033
91	GVC 97	2011035001	AMC409034
92	GVC 98	2011035002	AMC409035
93	GVC 99	2011035003	AMC409036
94	GVC 100	2011035004	AMC409037
95	GVC 101	2011035005	AMC409038
96	GVC 102	2011035006	AMC409039
97	GVC 103	2011035007	AMC409040
98	GVC 104	2011035008	AMC409041
99	GVC 105	2011035009	AMC409042
100	GVC 106	2011035010	AMC409043
101	GVC 107	2011035011	AMC409044
102	GVC 108	2011035012	AMC409045
103	GVC 109	2011035013	AMC409046
104	GVC 110	2011035014	AMC409047
105	GVC 111	2011035015	AMC409048
106	GVC 112	2011035016	AMC409049
107	GVC 114	2011035018	AMC409051
108	GVC 115	2011035019	AMC409052
109	GVC 116	2011035020	AMC409053
110	GVC 117	2011035021	AMC409054
111	GVC 118	2011035022	AMC409055
112	GVC 119	2011035023	AMC409056
113	GVC 120	2011035024	AMC409057
114	GVC 121	2011035025	AMC409058
115	GVC 122	2011035026	AMC409059
116	GVC 123	2011035027	AMC409060
117	GVC 128	2011035032	AMC409065
118	GVC 129	2011035033	AMC409066
119	GVC 130	2011035034	AMC409067

No.	Name of Claim	Fee No.	BLM Serial No.
120	GVC 131	2011035035	AMC409068
121	GVC 132	2011035036	AMC409069
122	GVC 133	2011035037	AMC409070
123	GVC 175	2011035071	AMC409104
124	GVC 176	2011035072	AMC409105
125	GVC 177	2011035073	AMC409106
126	GVC 178	2011035074	AMC409107
127	GVC 179	2011035075	AMC409108
128	GVC 180	2011035076	AMC409109
129	GVC 181	2011035077	AMC409110
130	GVC 182	2011035078	AMC409111
131	GVC 183	2011035079	AMC409112
132	GVC 184	2011035080	AMC409113
133	GVC 185	2011035081	AMC409114
134	GVC 186	2011035082	AMC409115
135	GVC 187	2011035083	AMC409116
136	GVC 188	2011035084	AMC409117
137	GVC 189	2011035085	AMC409118
138	GVC 190	2011035086	AMC409119
139	GVC 191	2011035087	AMC409120
140	GVC 192	2011035088	AMC409121
141	GVC 193	2011035089	AMC409122
142	MOSS 201	2012041054	AMC416914
143	MOSS 202	2012041055	AMC416915
144	MOSS 203	2012041056	AMC416916
145	MOSS 204	2012041057	AMC416917
146	MOSS 205	2012041058	AMC416918
147	MOSS 206	2012041059	AMC416919
148	MOSS 207	2012041060	AMC416920
149	MOSS 208	2012041061	AMC416921
150	MOSS 209	2012041062	AMC416922
151	MOSS 210	2012061604	AMC420117
152	MOSS 211	2012061605	AMC420118
153	GVC 301	2015018077	AMC432054

II. Silver Creek Lease Option Claims (La Cuesta International, Inc. Lease Option Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 16, 17, 20, 21, 28, 29, 30, 31, 32 and 33, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	SILVER CREEK 20	2011024754	AMC407882
2	SILVER CREEK 22	2011024756	AMC407884
3	SILVER CREEK 44	2011024778	AMC407906
4	SILVER CREEK 45	2011024779	AMC407907
5	SILVER CREEK 46	2011024780	AMC407908
6	SILVER CREEK 47	2011024781	AMC407909
7	SILVER CREEK 48	2011024782	AMC407910
8	SILVER CREEK 49	2011024783	AMC407911
9	SILVER CREEK 50	2011024784	AMC407912
10	SILVER CREEK 51	2011024785	AMC407913
11	SILVER CREEK 52	2011024786	AMC407914
12	SILVER CREEK 53	2011024787	AMC407915
13	SILVER CREEK 54	2011024788	AMC407916
14	SILVER CREEK 67	2011024801	AMC407929
15	SILVER CREEK 68	2011024802	AMC407930
16	SILVER CREEK 69	2011024803	AMC407931
17	SILVER CREEK 70	2011024804	AMC407932
18	SILVER CREEK 71	2011024805	AMC407933
19	SILVER CREEK 72	2011024806	AMC407934
20	SILVER CREEK 73	2011024807	AMC407935
21	SILVER CREEK 74	2011024808	AMC407936
22	SILVER CREEK 75	2011024809	AMC407937
23	SILVER CREEK 76	2011024810	AMC407938
24	SILVER CREEK 77	2011024811	AMC407939
25	SILVER CREEK 78	2011024812	AMC407940
26	SILVER CREEK 79	2011024813	AMC407941
27	SILVER CREEK 80	2011024814	AMC407942
28	SILVER CREEK 81	2011024815	AMC407943
29	SILVER CREEK 82	2011024816	AMC407944
30	SILVER CREEK 83	2011024817	AMC407945
31	SILVER CREEK 84	2011024818	AMC407946
32	SILVER CREEK 85	2011024819	AMC407947
33	SILVER CREEK 86	2011024820	AMC407948
34	SILVER CREEK 89	2011024823	AMC407951
35	SILVER CREEK 90	2011024824	AMC407952

No.	Name of Claim	Fee No.	BLM Serial No.
36	SILVER CREEK 91	2011024825	AMC407953
37	SILVER CREEK 92	2011024826	AMC407954
38	SILVER CREEK 93	2011024827	AMC407955
39	SILVER CREEK 94	2011024828	AMC407956
40	SILVER CREEK 95	2011024829	AMC407957
41	SILVER CREEK 96	2011024830	AMC407958
42	SILVER CREEK 97	2011024831	AMC407959
43	SILVER CREEK 108	2011024842	AMC407970
44	SILVER CREEK 109	2011024843	AMC407971
45	SILVER CREEK 110	2011024844	AMC407972
46	SILVER CREEK 111	2011024845	AMC407973
47	SILVER CREEK 112	2011024846	AMC407974
48	SILVER CREEK 113	2011024847	AMC407975
49	SILVER CREEK 114	2011024848	AMC407976
50	SILVER CREEK 115	2011024849	AMC407977
51	SILVER CREEK 116	2011044461	AMC410214
52	SILVER CREEK 117	2011044462	AMC410215
53	SILVER CREEK 126	2011044471	AMC410224
54	SILVER CREEK 127	2011044472	AMC410225
55	SILVER CREEK 128	2011044473	AMC410226
56	SILVER CREEK 129	2011044474	AMC410227
57	SILVER CREEK 130	2011044475	AMC410228
58	SILVER CREEK 131	2011044476	AMC410229
59	SILVER CREEK 132	2011044477	AMC410230
60	SILVER CREEK 133	2011044478	AMC410231
61	SILVER CREEK 138	2011044483	AMC410236
62	SILVER CREEK 140	2011044485	AMC410238
63	SILVER CREEK 141	2011044486	AMC410239
64	SILVER CREEK 142	2011044487	AMC410240
65	SILVER CREEK 143	2011044488	AMC410241
66	SILVER CREEK 144	2011044489	AMC410242
67	SILVER CREEK 145	2011044490	AMC410243
68	SILVER CREEK 146	2011044491	AMC410244
69	SILVER CREEK 147	2011044492	AMC410245
70	SILVER CREEK 148	2011044493	AMC410246
71	SILVER CREEK 149	2011044494	AMC410247
72	SILVER CREEK 150	2011044495	AMC410248
73	SILVER CREEK 151	2011044496	AMC410249
74	SILVER CREEK 152	2011044497	AMC410250
75	SILVER CREEK 153	2011044498	AMC410251
76	SILVER CREEK 154	2011044499	AMC410252
77	SILVER CREEK 155	2011044500	AMC410253
78	SILVER CREEK 156	2011044501	AMC410254
79	SILVER CREEK 159	2011044504	AMC410257

No.	Name of Claim	Fee No.	BLM Serial No.
80	SILVER CREEK 161	2011044506	AMC410259
81	SILVER CREEK 163	2011044508	AMC410261
82	SILVER CREEK 165	2011044510	AMC410263
83	SILVER CREEK 166	2011044511	AMC410264
84	SILVER CREEK 167	2011044512	AMC410265
85	SILVER CREEK 168	2011044513	AMC410266
86	SILVER CREEK 169	2011044514	AMC410267
87	SILVER CREEK 170	2011044515	AMC410268
88	SILVER CREEK 171	2011044516	AMC410269
89	SILVER CREEK 172	2011044517	AMC410270
90	SILVER CREEK 173	2011044518	AMC410271
91	SILVER CREEK 174	2011044519	AMC410272
92	SILVER CREEK 175	2011044520	AMC410273
93	SILVER CREEK 176	2011044521	AMC410274
94	SILVER CREEK 184	2011044529	AMC410282
95	SILVER CREEK 185	2012000017	AMC413137
96	SILVER CREEK 186	2012000018	AMC413138
97	SILVER CREEK 187	2012000019	AMC413139
98	SILVER CREEK 188	2012000020	AMC413140
99	SILVER CREEK 189	2012000021	AMC413141
100	SILVER CREEK 190	2012000022	AMC413142
101	SILVER CREEK 191	2012000023	AMC413143
102	SILVER CREEK 192	2012000024	AMC413144
103	SILVER CREEK 193	2012000025	AMC413145
104	SILVER CREEK 194	2014014495	AMC427718
105	SILVER CREEK 195	2014014496	AMC427719
106	SILVER CREEK 196	2014014497	AMC427720
107	SILVER CREEK 197	2014014498	AMC427721
108	SILVER CREEK 198	2014014499	AMC427722
109	SILVER CREEK 199	2014014500	AMC427723
110	SILVER CREEK 200	2014014501	AMC427724
111	SILVER CREEK 201	2014014502	AMC427725

The Silver Creek Claims listed in this Part II are covered by that covered by that Mineral Lease and Option Agreement between La Cuesta International, Inc. and Buyer dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption Agreement dated October 29, 2015 and recorded October 29, 2015 at Fee No. 2015047985 in the Official Records of Mohave County, Arizona.

III. ASLD Exploration Permit (La Cuesta International, Inc. Lease Option Claims)

Arizona State Land Department Exploration Permit (Permit No. 08-116110) dated December 22, 2011.

The ASLD Exploration Permit listed in this Part III is cover by that Mineral Lease and Option Agreement between La Cuesta International, Inc. and Golden Vertex Corp. dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated October 29, 2015 and recorded on October 29, 2015 at Fee # 2015047985 in the Official Records of Mohave County, Arizona.

EXHIBIT "E"**FORM OF TERMINATION AND RELEASE AGREEMENT**

Upon recording return to:
 [Insert Name]

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (this "Agreement") is made and entered into and made effective as of this ___ day of _____, 2016 ("Effective Date"), by and between Golden Vertex Corp., an Arizona corporation ("GVC") and Patriot Gold Corp., a Nevada corporation ("Patriot").

RECITALS:

A. Idaho State Gold Company, LLC, an Idaho limited liability company ("ISGC") and Patriot executed and recorded that certain Memorandum of Exploration and Option to Enter Joint Venture Agreement Moss Mine Project on March 14, 2011 at Fee #2011013954 in the Official Records of Mohave County, Arizona (the "Memorandum") in connection with that certain Exploration and Option to Enter Joint Venture Agreement Moss Mine Project dated February 28, 2011 by and between ISGC and Patriot (the "Exploration Agreement"), regarding certain patented and unpatented mining claims as described therein;

B. ISGC assigned all right, title and interest in the Exploration Agreement to GVC, and GVC assumed and agreed to perform all of ISGC's obligations under the Exploration Agreement, pursuant to that certain Assignment and Assumption agreement dated March 7, 2011 and recorded on January 11, 2012 at Fee #2012001399 in the Official Records of Mohave County, Arizona (the "Assignment and Assumption Agreement");

C. Concurrent herewith, Patriot conveyed all of its right, title and interest in the patented and unpatented mining claims subject to the Exploration Agreement to GVC, and in exchange, GVC, as partial consideration for such conveyance, granted Patriot a royalty interest regarding same; and

D. In connection therewith, Patriot and GVC desire to terminate and release the Exploration Agreement and the Memorandum.

AGREEMENT:

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

1. Incorporation of Recitals. The foregoing Recitals are true and correct, and incorporated herein by this reference.

2. Termination and Release. The Exploration Agreement and the Memorandum shall be deemed and are hereby cancelled and terminated, in their entirety, as of the Effective Date, and each of the parties hereto shall thereupon be deemed to have released and does hereby release and discharge the other party (and its respective representatives, agents, attorneys, officers, directors, employees, shareholders, affiliates and subsidiaries) from all existing or future claims, actions, causes of action, duties, contribution obligations, responsibilities and/or liabilities of any kind or nature whatsoever, whether known or unknown, arising under or with respect to the Exploration Agreement and the Memorandum.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, GVC and Patriot have executed this Termination and Release Agreement as of this ____ day of _____, 2016.

GVC:

Golden Vertex Corp., an Arizona corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

County of _____)

ss.

The foregoing Termination and Release Agreement dated the ____ day of _____, 2016, for the benefit of Patriot Gold Corp., a Nevada corporation, consisting of a total of ____ () pages, was acknowledged before me this ____ day of _____, 2016 by _____ as _____ of Golden Vertex Corp., an Arizona corporation.

Notary Public in and for said County and State

My commission expires:

EXHIBIT "F"**FORM OF ROYALTY DEED**

Upon recording return to:
[Insert Name]

Affidavit of Value exempt pursuant to A.R.S § 11-1134(A)(6)

ROYALTY DEED
(Patented and Unpatented Mining Claims)

THIS ROYALTY DEED is made and entered into and made effective as of this ___ day of _____, 2016, by and between Golden Vertex Corp., an Arizona corporation ("Payor"), having an address of _____ and Patriot Gold Corp., a Nevada corporation ("Owner"), having an address of _____.

WITNESSETH

For and in consideration of the mutual premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Payor hereby grants and conveys to Owner a Royalty of THREE PERCENT (3%) of Net Smelter Returns from the production of minerals from the Property.

ARTICLE I

THE PROPERTY

1.1 The Property. "Property" means the minerals, the patented mining claims, the unpatented mining claims and interests (including all appurtenances) described in Exhibit "A", and any other mineral interests acquired within the Area of Interest.

1.2 Area of Interest. "Area of Interest" means the lands within one (1) mile of the exterior boundaries of those patented and unpatented mining claims that are specifically identified in Section I and Section II in Schedule "A".

1.3 Outside Area of Interest. For the sake of clarity and to avoid any doubt, any additional mining claims, mineral rights and property interests subsequently acquired by Payor shall not be subject to this Royalty Deed with regard to any portion of such mining claim, right or interest lying outside of the Area of Interest.

ARTICLE II

GRANT OF ROYALTY

2.1 Grant of Royalty. Payor hereby grants and conveys to Owner a Royalty of THREE PERCENT (3%) of Net Smelter Returns from the production of minerals from the Property.

2.2 Royalty. "Royalty" means the nonexecutive, nonparticipating and nonworking mineral production royalty based on the Net Smelter Returns from the production of minerals from the Property.

2.3 Net Smelter Returns. "Net Smelter Returns" means the aggregate proceeds received by Payor from time to time from any smelter or other purchaser from the sale of any minerals, ores, concentrates, metals or any other material of commercial value produced by and from the Property after deducting from such proceeds the following charges only to the extent that they are not deducted by the smelter or other purchaser in computing the proceeds:

(a) The cost of transportation of the ores, concentrates or metals from the Property to such smelter or other purchaser, including related insurance; and

(b) Smelting and refining charges including penalties.

2.4 Payment of Royalty. Payor shall pay the Royalty to Owner monthly within thirty (30) days after the end of each calendar month during which the Payor receives payments on all products produced and used from the Property and will be paid in United States currency or in kind bullion at the discretion of Owner. All payments hereunder shall be sent by certified U.S. mail to Owner at the following address:

or by wire transfer to an account designated by and in accordance with written instructions from Owner, or consistent with such notice as is to be provided to any successor or assignee of Owner.

2.5 Audit. Within 180 days after the end of each calendar year for which the Royalty is paid Payor shall audit Payor's calculation and payment of the Royalty. Any adjustments in the payments of Royalty to the Owner shall be made forthwith after completion of the audit. The Owner shall have the right, but not the obligation, to audit and give written notice of the Owner's dispute of the Payor's audit or records within 180 days after delivery to the Owner of Payor's yearly audits. All payments of the Royalty to the Owner for a calendar year shall be deemed final and in full satisfaction of all obligations of the Payor in respect thereof if such payments or the calculations thereof are not disputed by the Owner in accordance with the foregoing provisions unless and until any new information concerning the calculation and payment of the Royalty is revealed after the periods stated above. The Owner shall maintain accurate records relevant to the determination and payment of the Royalty and the Owner and its authorized agents shall be permitted the right to examine such records at all reasonable times.

2.6 Covenant Running with the Land. The obligation to pay the Royalty (and Payor's other obligations set forth in this Royalty Deed) shall be a covenant running with the Property and shall be binding on the Payor and its successors and assigns, including any third party who acquires any interest in any portion of the Property. Owner shall be free to sell, pledge or otherwise transfer all or a portion of the Royalty to a third party or parties, subject to the terms and conditions of this Royalty Deed.

2.7 Abandonment of Claims. For a period of twenty-five (25) years from the effective date hereof, if Payor or its successors or assigns desire to abandon any of the unpatented mining claims comprising a portion of the Property, at least 60 days prior to such abandonment, Payor shall notify Owner in writing, and if Owner desires to acquire the claims in question, Owner shall notify Payor in writing within 30 days of Owner's receipt of such notice, and in that event, Payor shall promptly quitclaim the claims in question to Owner. During the 30 day period following Owner's receipt of the notice of intent to abandon from Payor, Owner shall have the right to engage in such due diligence as it sees fit regarding title to, environmental conditions at or affecting, and mineral resources within such claims, and Payor shall reasonably cooperate with Owner in conducting such due diligence, subject to the terms and conditions of a confidentiality agreement mutually agreeable to the parties. If Owner elects not to acquire such claims, and Payor or its successors restakes or relocates the ground covered by such claims within five years of the date of abandonment, the Payor shall notify Owner in writing and the Royalty shall be payable on the relocated claims. In addition, if Payor acquires any unpatented mining claims or other interests in real property within the Area of Interest, Payor shall notify Owner in writing.

2.8 Conversion of Unpatented Mining Claims. The Royalty and the obligation to pay the Royalty shall apply and extend to any further or additional right, title, interest or estate heretofore or hereafter acquired by Payor in or to the Property (including without limitation any and all rights to the ground covered by the unpatented mining claims comprising a portion of the Property in the event of legislative changes to the General Mining Law of 1872 which result in a new form of land tenure system applicable to Payor's interest in those claims).

[SIGNATURES ON FOLLOWING PAGE]

Schedule "A"**To****Royalty Deed**

(Property - Legal Description)
 [To Be Verified By Title Company]

I. Patented Mining Claims

The following patented mining claims located in Sections 19, 20, 29 and 30, T20N, R20W, G&SRB&M, Mohave County, Arizona:

Parcel 1: (APN: 213-09-001)

RUTH - Mineral Survey No. 2213, General Land Office No. 45396, U.S. Patent dated May 1, 1907, recorded on August 2, 1910 in the office of the Recorder of Mohave County, Arizona in Book 21 of Deeds, at Page 210.

RATTAN - Mineral Survey No. 39, General Land Office No. 25645, U.S. Patent dated May 28, 1895, recorded on August 14, 1895 in the office of the Recorder of Mohave County, Arizona in Book 11 of Deeds, at Page 751.

Parcel 2: (APN: 213-09-002)

The EMPIRE, MASCOT, PARTNERSHIP, RATTAN EXTENSION, and RUTH EXTENSION Lode Mining Claims, Mineral Survey No. 4485, as shown and according to UNITED STATES PATENT recorded in Book 117 of Deeds, page 74, situate in Sections 29 and 30, Township 20N, Range 20 West of the Gila and Salt River Base and Meridian, in the San Francisco Mining District, Mohave County, Arizona.

EXCEPT all of that portion thereof lying with the boundaries of the RATTAN Lode Mining Claim, Survey No. 857, in said San Francisco Mining District, as set forth in said Patent.

Parcel 3: (APN: 213-05-004)

KEY NO. 1, KEY NO. 2, MOSS MILLSIGHT, OMEGA, DIVIDE & KEYSTONE WEDGE Lode Mining Claims in the San Francisco Mining District, being shown on Mineral Survey NO. 4484 on file in the Bureau of Land Management, as granted by PATENT recorded in Book 115 of Deeds, page 428, and situate in Sections 19 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPTING from said claims all of that portion of ground within the boundaries of the CALIFORNIA MOSS Lode Mining Claim, Mineral Survey No. 182.

Parcel 4: (APN: 213-05-005)

CALIFORNIA MOSS Patented Claim, Lot 37, U.S. Mineral Survey 182 of June 15, 1882, said Patent recorded as a deed in Mohave County Recorder's Office records in Book 6, Page 754 and also recorded in the Mohave County Assessor's records as Parcel 213-05-005.

Parcel 5: (APN: 213-05-006)

CALIFORNIA MOSS Lode Mining Claim (Lot No. 38), in the San Francisco Mining District, Survey No. 796, Mineral Certificate No. 175 according to the Patent thereto recorded in Book 22 of Deeds, page 35, lying within a portion of Sections 19, 20, 29 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

II. Unpatented Mining Claims

The following unpatented mining claims situated in the Oatman Mining District in Sections 19, 20, 29 and 30, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	MOSS 11	2004064631	AMC361998
2	MOSS 12	2004064632	AMC361999
3	MOSS 13	2004064633	AMC362000
4	MOSS 14	2004064634	AMC362001
5	MOSS 15	2004064635	AMC362002
6	MOSS 16	2004064636	AMC362003
7	MOSS 17	2004064637	AMC362004
8	MOSS 18	2004064638	AMC362005
9	MOSS 19	2004064639	AMC362006
10	MOSS 20	2004064640	AMC362007
11	MOSS 21	2004064641	AMC362008
12	MOSS 22	2004064642	AMC362009
13	MOSS 23	2004064643	AMC362010
	MOSS 23 (amended)	2015018073	
14	MOSS 24	2004064644	AMC362011
15	MOSS 25	2004064645	AMC362012
16	MOSS 26	2004064646	AMC362013
17	MOSS 27	2004064647	AMC362014
18	MOSS 28	2004064648	AMC362015
19	MOSS 29	2004064649	AMC362016
20	MOSS 30	2004064650	AMC362017
21	MOSS 31	2004064651	AMC362018
22	MOSS 32	2004064652	AMC362019
23	MOSS 34	2004064655	AMC362022
24	MOSS 35	2004064656	AMC362023
25	MOSS 36	2004064657	AMC362024
26	MOSS 37	2004064658	AMC362025
27	MOSS 38	2004064659	AMC362026
28	MOSS 39	2004064660	AMC362027
29	MOSS 39F	2004064661	AMC362028
	MOSS 39F (amended)	2015018075	
30	MOSS 40	2004064662	AMC362029
31	MOSS 41	2004064663	AMC362030
32	MOSS 42	2004064664	AMC362031
33	MOSS 43	2004064665	AMC362032
34	MOSS 44	2004064666	AMC362033

No.	Name of Claim	Fee No.	BLM Serial No.
35	MOSS 45	2004064667	AMC362034
36	MOSS 46	2004064668	AMC362035
	MOSS 46 (amended)	2015018076	
37	MOSS 47	2004064669	AMC362036
	MOSS 47 (amended)	2013014545	
38	MOSS 47B	2004064670	AMC362037
39	MOSS 48	2004064671	AMC362038
	MOSS 48 (amended)	2013014546	
40	MOSS 49	2004064672	AMC362039
	MOSS 49 (amended)	2013014547	
41	MOSS 50	2004064673	AMC362040
	MOSS 50 (amended)	2013014548	
42	MOSS 51	2004064674	AMC362041
43	MOSS 52	2004064675	AMC362042
44	MOSS 53	2004064676	AMC362043
45	MOSS 54	2004064677	AMC362044
46	MOSS 55	2004064678	AMC362045
47	MOSS 56	2004064679	AMC362046
48	MOSS 57	2004064680	AMC362047
49	MOSS 58	2004064681	AMC362048
50	MOSS 59	2004064682	AMC362049
51	MOSS 60	2004064683	AMC362050
52	MOSS 61	2004064684	AMC362051
53	MOSS 62	2004064685	AMC362052
54	MOSS 63	2004064686	AMC362053
55	MOSS 64	2004064687	AMC362054
56	MOSS 65	2004064688	AMC362055
57	MOSS 66	2004064689	AMC362056
58	MOSS 67	2004064690	AMC362057
59	MOSS 68	2004064691	AMC362058
60	MOSS 69	2004064692	AMC362059
61	MOSS 70	2004064693	AMC362060
62	MOSS 1	2009078702	AMC398978
63	MOSS 2	2009078703	AMC398979
64	MOSS 3	2009078704	AMC398980
65	MOSS 4	2009078705	AMC398981
66	MOSS 5	2009078706	AMC398982
67	MOSS 6	2009078707	AMC398983
68	MOSS 7	2009078708	AMC398984
69	MOSS 8	2009078709	AMC398985
70	MOSS 9	2009078710	AMC398986
71	MOSS 10	2009078711	AMC398987
72	MOSS 118	2009078712	AMC398988
73	MOSS 119	2009078713	AMC398989

No.	Name of Claim	Fee No.	BLM Serial No.
74	MOSS 120	2009078714	AMC398990
75	MOSS 121	2009078715	AMC398991
76	MOSS 122	2009078716	AMC398992
77	MOSS 123	2009078717	AMC398993
78	MOSS 124	2009078718	AMC398994
79	MOSS 125	2009078719	AMC398995
80	MOSS 126	2009078720	AMC398996
81	MOSS 127	2009078721	AMC398997
82	MOSS 128	2009078722	AMC398998
83	MOSS 129	2009078723	AMC398999
84	MOSS 130	2009078724	AMC399000
85	MOSS 131	2009078725	AMC399001
86	MOSS 132	2009078726	AMC399002
87	MOSS 133	2009078727	AMC399003
88	MOSS 134	2009078728	AMC399004
89	MOSS 135	2009078729	AMC399005
90	MOSS 136	2009078730	AMC399006
91	MOSS 137	2009078731	AMC399007
92	MOSS 138	2009078732	AMC399008
93	MOSS 139	2009078733	AMC399009
94	MOSS 140	2009078734	AMC399010
95	MOSS 141	2009078735	AMC399011
96	MOSS 142	2009078736	AMC399012
97	MOSS 143	2009078737	AMC399013
98	MOSS 144	2009078738	AMC399014
99	MOSS 145	2009078739	AMC399015
100	MOSS 146	2009078740	AMC399016
101	MOSS 147	2009078741	AMC399017
102	MOSS 148	2009078742	AMC399018
103	MOSS 33X	2015040270	AMC433744

III. GVC Claims (Golden Vertex Corp. Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 13, 14, 23, 24, 25, 26, 35, and 36, Township 20 North, Range 21 West; and Sections 19, 20, 21, 28, 29, 30, 31 and 32, Township 20 North, Range 20 West; G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	GVC 4	2011034909	AMC408942
2	GVC 5	2011034910	AMC408943
3	GVC 6	2011034911	AMC408944

No.	Name of Claim	Fee No.	BLM Serial No.
4	GVC 7	2011034912	AMC408945
5	GVC 8	2011034913	AMC408946
6	GVC 9	2011034914	AMC408947
7	GVC 10	2011034915	AMC408948
8	GVC 11	2011034916	AMC408949
9	GVC 12	2011034917	AMC408950
10	GVC 13	2011034918	AMC408951
11	GVC 15	2011034920	AMC408953
12	GVC 16	2011034921	AMC408954
13	GVC 17	2011034922	AMC408955
14	GVC 18	2011034923	AMC408956
15	GVC 19	2011034924	AMC408957
16	GVC 20	2011034925	AMC408958
17	GVC 21	2011034926	AMC408959
18	GVC 22	2011034927	AMC408960
19	GVC 23	2011034928	AMC408961
20	GVC 24	2011034929	AMC408962
21	GVC 25	2011034930	AMC408963
22	GVC 26	2011034931	AMC408964
23	GVC 27	2011034932	AMC408965
24	GVC 28	2011034933	AMC408966
25	GVC 29	2011034934	AMC408967
26	GVC 30	2011034935	AMC408968
27	GVC 31	2011034936	AMC408969
28	GVC 33	2011034938	AMC408971
29	GVC 34	2011034939	AMC408972
30	GVC 35	2011034940	AMC408973
31	GVC 36	2011034941	AMC408974
32	GVC 37	2011034942	AMC408975
33	GVC 38	2011034943	AMC408976
34	GVC 39	2011034944	AMC408977
35	GVC 40	2011034945	AMC408978
36	GVC 41	2011034946	AMC408979
37	GVC 42	2011034947	AMC408980
38	GVC 43	2011034948	AMC408981
39	GVC 44	2011034949	AMC408982
40	GVC 45	2011034950	AMC408983
41	GVC 46	2011034951	AMC408984
42	GVC 47	2011034952	AMC408985
43	GVC 48	2011034953	AMC408986
44	GVC 49	2011034954	AMC408987
45	GVC 50	2011034955	AMC408988
46	GVC 51	2011034956	AMC408989
47	GVC 52	2011034957	AMC408990

No.	Name of Claim	Fee No.	BLM Serial No.
48	GVC 53	2011034958	AMC408991
49	GVC 54	2011034959	AMC408992
50	GVC 55	2011034960	AMC408993
51	GVC 56	2011034961	AMC408994
52	GVC 57	2011034962	AMC408995
53	GVC 58	2011034963	AMC408996
54	GVC 59	2011034964	AMC408997
55	GVC 60	2011034965	AMC408998
56	GVC 61	2011034966	AMC408999
57	GVC 62	2011034967	AMC409000
58	GVC 63	2011034968	AMC409001
59	GVC 64	2011034969	AMC409002
60	GVC 65	2011034970	AMC409003
61	GVC 67	2011034971	AMC409004
62	GVC 68	2011034972	AMC409005
63	GVC 69	2011034973	AMC409006
64	GVC 70	2011034974	AMC409007
65	GVC 71	2011034975	AMC409008
66	GVC 72	2011034976	AMC409009
67	GVC 73	2011034977	AMC409010
68	GVC 74	2011034978	AMC409011
69	GVC 75	2011034979	AMC409012
70	GVC 76	2011034980	AMC409013
71	GVC 77	2011034981	AMC409014
72	GVC 78	2011034982	AMC409015
73	GVC 79	2011034983	AMC409016
74	GVC 80	2011034984	AMC409017
75	GVC 81	2011034985	AMC409018
76	GVC 82	2011034986	AMC409019
77	GVC 83	2011034987	AMC409020
78	GVC 84	2011034988	AMC409021
79	GVC 85	2011034989	AMC409022
80	GVC 86	2011034990	AMC409023
81	GVC 87	2011034991	AMC409024
82	GVC 88	2011034992	AMC409025
83	GVC 89	2011034993	AMC409026
84	GVC 90	2011034994	AMC409027
85	GVC 91	2011034995	AMC409028
86	GVC 92	2011034996	AMC409029
87	GVC 93	2011034997	AMC409030
88	GVC 94	2011034998	AMC409031
89	GVC 95	2011034999	AMC409032
90	GVC 96	2011035000	AMC409033
91	GVC 97	2011035001	AMC409034

No.	Name of Claim	Fee No.	BLM Serial No.
92	GVC 98	2011035002	AMC409035
93	GVC 99	2011035003	AMC409036
94	GVC 100	2011035004	AMC409037
95	GVC 101	2011035005	AMC409038
96	GVC 102	2011035006	AMC409039
97	GVC 103	2011035007	AMC409040
98	GVC 104	2011035008	AMC409041
99	GVC 105	2011035009	AMC409042
100	GVC 106	2011035010	AMC409043
101	GVC 107	2011035011	AMC409044
102	GVC 108	2011035012	AMC409045
103	GVC 109	2011035013	AMC409046
104	GVC 110	2011035014	AMC409047
105	GVC 111	2011035015	AMC409048
106	GVC 112	2011035016	AMC409049
107	GVC 114	2011035018	AMC409051
108	GVC 115	2011035019	AMC409052
109	GVC 116	2011035020	AMC409053
110	GVC 117	2011035021	AMC409054
111	GVC 118	2011035022	AMC409055
112	GVC 119	2011035023	AMC409056
113	GVC 120	2011035024	AMC409057
114	GVC 121	2011035025	AMC409058
115	GVC 122	2011035026	AMC409059
116	GVC 123	2011035027	AMC409060
117	GVC 128	2011035032	AMC409065
118	GVC 129	2011035033	AMC409066
119	GVC 130	2011035034	AMC409067
120	GVC 131	2011035035	AMC409068
121	GVC 132	2011035036	AMC409069
122	GVC 133	2011035037	AMC409070
123	GVC 175	2011035071	AMC409104
124	GVC 176	2011035072	AMC409105
125	GVC 177	2011035073	AMC409106
126	GVC 178	2011035074	AMC409107
127	GVC 179	2011035075	AMC409108
128	GVC 180	2011035076	AMC409109
129	GVC 181	2011035077	AMC409110
130	GVC 182	2011035078	AMC409111
131	GVC 183	2011035079	AMC409112
132	GVC 184	2011035080	AMC409113
133	GVC 185	2011035081	AMC409114
134	GVC 186	2011035082	AMC409115
135	GVC 187	2011035083	AMC409116

No.	Name of Claim	Fee No.	BLM Serial No.
136	GVC 188	2011035084	AMC409117
137	GVC 189	2011035085	AMC409118
138	GVC 190	2011035086	AMC409119
139	GVC 191	2011035087	AMC409120
140	GVC 192	2011035088	AMC409121
141	GVC 193	2011035089	AMC409122
142	MOSS 201	2012041054	AMC416914
143	MOSS 202	2012041055	AMC416915
144	MOSS 203	2012041056	AMC416916
145	MOSS 204	2012041057	AMC416917
146	MOSS 205	2012041058	AMC416918
147	MOSS 206	2012041059	AMC416919
148	MOSS 207	2012041060	AMC416920
149	MOSS 208	2012041061	AMC416921
150	MOSS 209	2012041062	AMC416922
151	MOSS 210	2012061604	AMC420117
152	MOSS 211	2012061605	AMC420118
153	GVC 301	2015018077	AMC432054

*Provided however, the Royalty shall be payable on the claims listed in this Part III only to the extent that Payor, or its successors or assigns, maintain a record title interest in such unpatented mining claims (provided that if any such claims are abandoned but then relocated at any time within five years of such abandonment, the Royalty shall remain payable); and provided further, that the Royalty shall be payable on the claims listed in this Part III only to the extent that such unpatented mining claims, or the portions thereof, are within the Area of Interest.

IV. Silver Creek Lease Option Claims (La Cuesta International, Inc. Lease Option Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 16, 17, 20, 21, 28, 29, 30, 31, 32 and 33, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	SILVER CREEK 20	2011024754	AMC407882
2	SILVER CREEK 22	2011024756	AMC407884
3	SILVER CREEK 44	2011024778	AMC407906
4	SILVER CREEK 45	2011024779	AMC407907
5	SILVER CREEK 46	2011024780	AMC407908
6	SILVER CREEK 47	2011024781	AMC407909
7	SILVER CREEK 48	2011024782	AMC407910

No.	Name of Claim	Fee No.	BLM Serial No.
8	SILVER CREEK 49	2011024783	AMC407911
9	SILVER CREEK 50	2011024784	AMC407912
10	SILVER CREEK 51	2011024785	AMC407913
11	SILVER CREEK 52	2011024786	AMC407914
12	SILVER CREEK 53	2011024787	AMC407915
13	SILVER CREEK 54	2011024788	AMC407916
14	SILVER CREEK 67	2011024801	AMC407929
15	SILVER CREEK 68	2011024802	AMC407930
16	SILVER CREEK 69	2011024803	AMC407931
17	SILVER CREEK 70	2011024804	AMC407932
18	SILVER CREEK 71	2011024805	AMC407933
19	SILVER CREEK 72	2011024806	AMC407934
20	SILVER CREEK 73	2011024807	AMC407935
21	SILVER CREEK 74	2011024808	AMC407936
22	SILVER CREEK 75	2011024809	AMC407937
23	SILVER CREEK 76	2011024810	AMC407938
24	SILVER CREEK 77	2011024811	AMC407939
25	SILVER CREEK 78	2011024812	AMC407940
26	SILVER CREEK 79	2011024813	AMC407941
27	SILVER CREEK 80	2011024814	AMC407942
28	SILVER CREEK 81	2011024815	AMC407943
29	SILVER CREEK 82	2011024816	AMC407944
30	SILVER CREEK 83	2011024817	AMC407945
31	SILVER CREEK 84	2011024818	AMC407946
32	SILVER CREEK 85	2011024819	AMC407947
33	SILVER CREEK 86	2011024820	AMC407948
34	SILVER CREEK 89	2011024823	AMC407951
35	SILVER CREEK 90	2011024824	AMC407952
36	SILVER CREEK 91	2011024825	AMC407953
37	SILVER CREEK 92	2011024826	AMC407954
38	SILVER CREEK 93	2011024827	AMC407955
39	SILVER CREEK 94	2011024828	AMC407956
40	SILVER CREEK 95	2011024829	AMC407957
41	SILVER CREEK 96	2011024830	AMC407958
42	SILVER CREEK 97	2011024831	AMC407959
43	SILVER CREEK 108	2011024842	AMC407970
44	SILVER CREEK 109	2011024843	AMC407971
45	SILVER CREEK 110	2011024844	AMC407972
46	SILVER CREEK 111	2011024845	AMC407973
47	SILVER CREEK 112	2011024846	AMC407974
48	SILVER CREEK 113	2011024847	AMC407975
49	SILVER CREEK 114	2011024848	AMC407976
50	SILVER CREEK 115	2011024849	AMC407977
51	SILVER CREEK 116	2011044461	AMC410214

No.	Name of Claim	Fee No.	BLM Serial No.
52	SILVER CREEK 117	2011044462	AMC410215
53	SILVER CREEK 126	2011044471	AMC410224
54	SILVER CREEK 127	2011044472	AMC410225
55	SILVER CREEK 128	2011044473	AMC410226
56	SILVER CREEK 129	2011044474	AMC410227
57	SILVER CREEK 130	2011044475	AMC410228
58	SILVER CREEK 131	2011044476	AMC410229
59	SILVER CREEK 132	2011044477	AMC410230
60	SILVER CREEK 133	2011044478	AMC410231
61	SILVER CREEK 138	2011044483	AMC410236
62	SILVER CREEK 140	2011044485	AMC410238
63	SILVER CREEK 141	2011044486	AMC410239
64	SILVER CREEK 142	2011044487	AMC410240
65	SILVER CREEK 143	2011044488	AMC410241
66	SILVER CREEK 144	2011044489	AMC410242
67	SILVER CREEK 145	2011044490	AMC410243
68	SILVER CREEK 146	2011044491	AMC410244
69	SILVER CREEK 147	2011044492	AMC410245
70	SILVER CREEK 148	2011044493	AMC410246
71	SILVER CREEK 149	2011044494	AMC410247
72	SILVER CREEK 150	2011044495	AMC410248
73	SILVER CREEK 151	2011044496	AMC410249
74	SILVER CREEK 152	2011044497	AMC410250
75	SILVER CREEK 153	2011044498	AMC410251
76	SILVER CREEK 154	2011044499	AMC410252
77	SILVER CREEK 155	2011044500	AMC410253
78	SILVER CREEK 156	2011044501	AMC410254
79	SILVER CREEK 159	2011044504	AMC410257
80	SILVER CREEK 161	2011044506	AMC410259
81	SILVER CREEK 163	2011044508	AMC410261
82	SILVER CREEK 165	2011044510	AMC410263
83	SILVER CREEK 166	2011044511	AMC410264
84	SILVER CREEK 167	2011044512	AMC410265
85	SILVER CREEK 168	2011044513	AMC410266
86	SILVER CREEK 169	2011044514	AMC410267
87	SILVER CREEK 170	2011044515	AMC410268
88	SILVER CREEK 171	2011044516	AMC410269
89	SILVER CREEK 172	2011044517	AMC410270
90	SILVER CREEK 173	2011044518	AMC410271
91	SILVER CREEK 174	2011044519	AMC410272
92	SILVER CREEK 175	2011044520	AMC410273
93	SILVER CREEK 176	2011044521	AMC410274
94	SILVER CREEK 184	2011044529	AMC410282
95	SILVER CREEK 185	2012000017	AMC413137

No.	Name of Claim	Fee No.	BLM Serial No.
96	SILVER CREEK 186	2012000018	AMC413138
97	SILVER CREEK 187	2012000019	AMC413139
98	SILVER CREEK 188	2012000020	AMC413140
99	SILVER CREEK 189	2012000021	AMC413141
100	SILVER CREEK 190	2012000022	AMC413142
101	SILVER CREEK 191	2012000023	AMC413143
102	SILVER CREEK 192	2012000024	AMC413144
103	SILVER CREEK 193	2012000025	AMC413145
104	SILVER CREEK 194	2014014495	AMC427718
105	SILVER CREEK 195	2014014496	AMC427719
106	SILVER CREEK 196	2014014497	AMC427720
107	SILVER CREEK 197	2014014498	AMC427721
108	SILVER CREEK 198	2014014499	AMC427722
109	SILVER CREEK 199	2014014500	AMC427723
110	SILVER CREEK 200	2014014501	AMC427724
111	SILVER CREEK 201	2014014502	AMC427725

Provided, however, that the Royalty shall be payable on the claims listed in this Part IV only to the extent that Payor, or its successors or assigns, maintains a leasehold interest, an option interest to acquire, or record title interest in such unpatented mining claims pursuant to the terms and conditions of the underlying Mineral Lease and Option Agreement between La Cuesta International, Inc. and Payor dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated October 29, 2015 and recorded on October 29, 2015 at Fee # 2015047985 in the Official Records of Mohave County, Arizona (provided that if any such claims are abandoned but then relocated at any time within five years of such abandonment, the Royalty shall remain payable); and provided further, that the Royalty shall be payable on the claims listed in this Part IV only to the extent that such unpatented mining claims, or portions thereof, are within the Area of Interest.

V. ASLD Exploration Permit (La Cuesta International, Inc. Lease Option Claims)

Arizona State Land Department Exploration Permit (Permit No. 08-116110) dated December 22, 2011.

Provided, however, that the Royalty shall be payable on the Arizona State Land Department Exploration Permit listed in this Part V only to the extent that Payor, or its successors or assigns, maintains a leasehold interest, an option interest to acquire, or record title interest in such Arizona State Land Department Exploration Permit pursuant to the terms and conditions of the underlying Mineral Lease and Option Agreement between La Cuesta International, Inc. and Payor dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated October 29, 2015 and recorded on October 29, 2015 at Fee # 2015047985 in the Official Records of Mohave County, Arizona (provided that if such permit is abandoned or expires but reacquired at any time within five years of such abandonment

or expiration, the Royalty shall be payable); and provided further that the Royalty shall be payable on such Arizona State Land Department Exploration Permit listed in this Part V only to such extent that such permit area, or portions thereof, are within the Area of Interest.

EXHIBIT "G"**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

Upon recording return to:

[Insert Name]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between Patriot Gold Corp., a Nevada corporation ("Assignor"), whose address is _____, and Golden Vertex Corp., an Arizona corporation ("GVC"), whose address is _____.

A. WHEREAS, on the Effective Date, GVC acquired Assignor's interests in certain patented and unpatented mining claims (collectively, the "Claims") described on Exhibit A attached hereto and incorporated herein by reference; and

B. WHEREAS Assignor wishes to assign to GVC and GVC wishes to accept and assume all of Assignor's rights and obligations under certain royalty deeds and other agreements more particularly described below.

NOW THEREFORE, for and in consideration of the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, and delegates to GVC, and GVC hereby assumes and agrees to be bound by and perform and shall undertake all of (i) Assignor's production royalty payment liabilities and obligations under the Letter Agreement described in clause (a) below, and (ii) all of Assignor's production royalty payment obligations and liabilities and all other liabilities and obligations of any kind related to the Royalty Deeds described in clause (b) below, including such liabilities arising from and after the Effective Date and including all production royalty payment obligations arising from any activities or operations conducted by or on behalf of GVC on the Claims prior to the Effective Date but after March 7, 2011.
 - (a) Binding Letter Agreement, Moss Mine Property, Mohave County, Arizona, dated March 5, 2004, between MinQuest, Inc. and Patriot Gold Corp. (the "Letter Agreement").

- (b) Those certain Royalty (collectively, the “Royalty Deeds”) recorded December 7, 2007 in Book 7044 of the Official Records of Mohave County, Arizona (the “Official Records”), page 268, and in Book 7044 of Official Records, page 278, and in Book 7044 of Official Records, page 287, and in Book 7044 of Official Records, page 296, and in Book 7044 of Official Records, page 305, and in Book 7044 of Official Records, page 314, and in Book 7044 of Official Records, page 323, and in Book 7044 of Official Records, page 332, and in Book 7044 of Official Records, page 341, and in Book 7044 of Official Records, page 350, and in Book 7044 of Official Records, page 359, and in Book 7044 of Official Records, page 368, and in Book 7044 of Official Records, page 377, and in Book 7044 of Official Records, page 386, and in Book 7044 of Official Records, page 395, and in Book 7044 of Official Records, page 404, and in Book 7044 of Official Records, page 413, and in Book 7044 of Official Records, page 422, and in Book 7044 of Official Records, page 431, and in Book 7044 of Official Records, page 440, and in Book 7044 of Official Records, page 449, and in Book 7044 of Official Records, page 458, and in Book 7044 of Official Records, page 467, and in Book 7044 of Official Records, page 476, and in Book 7044 of Official Records, page 485, and in Book 7044 of Official Records, page 494, and in Book 7044 of Official Records, page 503, and in Book 7044 of Official Records, page 512, and in Book 7044 of Official Records, page 521, and in Book 7044 of Official Records, page 530, and in Book 7044 of Official Records, page 539, and in Book 7044 of Official Records, page 548.
2. Indemnity. GVC, its successors and assigns, shall indemnify, defend and hold Assignor harmless from and against any and all claims, causes of action, loss or damage (including reasonable attorneys’ fees and expenses and costs of arbitration or litigation) arising from the failure of GVC or its successors and assigns to timely and properly pay the production royalties under or otherwise comply with the applicable terms and conditions of (i) the Letter Agreement or (ii) the Royalty Deeds, including production royalty payment obligations arising from any activities conducted by on or behalf of GVC on or prior to the Effective Date but after March 7, 2011.
 3. Notice to Third Parties. GVC shall give any required notices to any third party of the assignment and transfer of the obligations under the Letter Agreement and Royalty Deeds as described in this Agreement.
 4. Third Party Beneficiaries. Each of the third parties entitled to payment of production royalties under the Letter Agreement or the Royalty Deeds shall be third party beneficiaries of and entitled to enforce GVC’s obligations under this Agreement.
 5. Successors and Assigns. The terms of this Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 6. Amendments and Waivers. No amendment, modification or discharge of this Agreement and no waiver hereunder shall be valid or binding unless it is set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, waiver or discharge is sought. Any such waiver shall constitute a waiver only with respect to the

specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect to at any other time.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, other than its rules as to conflicts of law.
8. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
10. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the date first written above.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT "A"
THE CLAIMS

[To Be Verified By Title Company]

A. Patented Mining Claims

The following patented mining claims located in Sections 19, 20, 29 and 30, T20N, R20W, G&SRB&M, Mohave County, Arizona:

Parcel 1: (APN: 213-09-001)

RUTH - Mineral Survey No. 2213, General Land Office No. 45396, U.S. Patent dated May 1, 1907, recorded on August 2, 1910 in the office of the Recorder of Mohave County, Arizona in Book 21 of Deeds, at Page 210.

RATTAN - Mineral Survey No. 39, General Land Office No. 25645, U.S. Patent dated May 28, 1895, recorded on August 14, 1895 in the office of the Recorder of Mohave County, Arizona in Book 11 of Deeds, at Page 751.

Parcel 2: (APN: 213-09-002)

The EMPIRE, MASCOT, PARTNERSHIP, RATTAN EXTENSION, and RUTH EXTENSION Lode Mining Claims, Mineral Survey No. 4485, as shown and according to UNITED STATES PATENT recorded in Book 117 of Deeds, page 74, situate in Sections 29 and 30, Township 20N, Range 20 West of the Gila and Salt River Base and Meridian, in the San Francisco Mining District, Mohave County, Arizona.

EXCEPT all of that portion thereof lying with the boundaries of the RATTAN Lode Mining Claim, Survey No. 857, in said San Francisco Mining District, as set forth in said Patent.

Parcel 3: (APN: 213-05-004)

KEY NO. 1, KEY NO. 2, MOSS MILLSIGHT, OMEGA, DIVIDE & KEYSTONE WEDGE Lode Mining Claims in the San Francisco Mining District, being shown on Mineral Survey NO. 4484 on file in the Bureau of Land Management, as granted by PATENT recorded in Book 115 of Deeds, page 428, and situate in Sections 19 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPTING from said claims all of that portion of ground within the boundaries of the CALIFORNIA MOSS Lode Mining Claim, Mineral Survey No. 182.

Parcel 4: (APN: 213-05-005)

CALIFORNIA MOSS Patented Claim, Lot 37, U.S. Mineral Survey 182 of June 15, 1882, said Patent recorded as a deed in Mohave County Recorder's Office records in Book 6, Page 754 and also recorded in the Mohave County Assessor's records as Parcel 213-05-005.

Parcel 5: (APN: 213-05-006)

CALIFORNIA MOSS Lode Mining Claim (Lot No. 38), in the San Francisco Mining District, Survey No. 796, Mineral Certificate No. 175 according to the Patent thereto recorded in Book 22 of Deeds, page 35, lying within a portion of Sections 19, 20, 29 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

B. Unpatented Mining Claims

The following unpatented mining claims situated in the Oatman Mining District in Sections 19, 20, 29 and 30, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	MOSS 11	2004064631	AMC361998
2	MOSS 12	2004064632	AMC361999
3	MOSS 13	2004064633	AMC362000
4	MOSS 14	2004064634	AMC362001
5	MOSS 15	2004064635	AMC362002
6	MOSS 16	2004064636	AMC362003
7	MOSS 17	2004064637	AMC362004
8	MOSS 18	2004064638	AMC362005
9	MOSS 19	2004064639	AMC362006
10	MOSS 20	2004064640	AMC362007
11	MOSS 21	2004064641	AMC362008
12	MOSS 22	2004064642	AMC362009
13	MOSS 23	2004064643	AMC362010
	MOSS 23 (amended)	2015018073	
14	MOSS 24	2004064644	AMC362011
15	MOSS 25	2004064645	AMC362012
16	MOSS 26	2004064646	AMC362013
17	MOSS 27	2004064647	AMC362014
18	MOSS 28	2004064648	AMC362015
19	MOSS 29	2004064649	AMC362016
20	MOSS 30	2004064650	AMC362017
21	MOSS 31	2004064651	AMC362018
22	MOSS 32	2004064652	AMC362019
23	MOSS 34	2004064655	AMC362022
24	MOSS 35	2004064656	AMC362023
25	MOSS 36	2004064657	AMC362024
26	MOSS 37	2004064658	AMC362025
27	MOSS 38	2004064659	AMC362026
28	MOSS 39	2004064660	AMC362027

No.	Name of Claim	Fee No.	BLM Serial No.
29	MOSS 39F	2004064661	AMC362028
	MOSS 39F (amended)	2015018075	
30	MOSS 40	2004064662	AMC362029
31	MOSS 41	2004064663	AMC362030
32	MOSS 42	2004064664	AMC362031
33	MOSS 43	2004064665	AMC362032
34	MOSS 44	2004064666	AMC362033
35	MOSS 45	2004064667	AMC362034
36	MOSS 46	2004064668	AMC362035
	MOSS 46 (amended)	2015018076	
37	MOSS 47	2004064669	AMC362036
	MOSS 47 (amended)	2013014545	
38	MOSS 47B	2004064670	AMC362037
39	MOSS 48	2004064671	AMC362038
	MOSS 48 (amended)	2013014546	
40	MOSS 49	2004064672	AMC362039
	MOSS 49 (amended)	2013014547	
41	MOSS 50	2004064673	AMC362040
	MOSS 50 (amended)	2013014548	
42	MOSS 51	2004064674	AMC362041
43	MOSS 52	2004064675	AMC362042
44	MOSS 53	2004064676	AMC362043
45	MOSS 54	2004064677	AMC362044
46	MOSS 55	2004064678	AMC362045
47	MOSS 56	2004064679	AMC362046
48	MOSS 57	2004064680	AMC362047
49	MOSS 58	2004064681	AMC362048
50	MOSS 59	2004064682	AMC362049
51	MOSS 60	2004064683	AMC362050
52	MOSS 61	2004064684	AMC362051
53	MOSS 62	2004064685	AMC362052
54	MOSS 63	2004064686	AMC362053
55	MOSS 64	2004064687	AMC362054
56	MOSS 65	2004064688	AMC362055
57	MOSS 66	2004064689	AMC362056
58	MOSS 67	2004064690	AMC362057
59	MOSS 68	2004064691	AMC362058
60	MOSS 69	2004064692	AMC362059
61	MOSS 70	2004064693	AMC362060
62	MOSS 1	2009078702	AMC398978
63	MOSS 2	2009078703	AMC398979
64	MOSS 3	2009078704	AMC398980
65	MOSS 4	2009078705	AMC398981
66	MOSS 5	2009078706	AMC398982

No.	Name of Claim	Fee No.	BLM Serial No.
67	MOSS 6	2009078707	AMC398983
68	MOSS 7	2009078708	AMC398984
69	MOSS 8	2009078709	AMC398985
70	MOSS 9	2009078710	AMC398986
71	MOSS 10	2009078711	AMC398987
72	MOSS 118	2009078712	AMC398988
73	MOSS 119	2009078713	AMC398989
74	MOSS 120	2009078714	AMC398990
75	MOSS 121	2009078715	AMC398991
76	MOSS 122	2009078716	AMC398992
77	MOSS 123	2009078717	AMC398993
78	MOSS 124	2009078718	AMC398994
79	MOSS 125	2009078719	AMC398995
80	MOSS 126	2009078720	AMC398996
81	MOSS 127	2009078721	AMC398997
82	MOSS 128	2009078722	AMC398998
83	MOSS 129	2009078723	AMC398999
84	MOSS 130	2009078724	AMC399000
85	MOSS 131	2009078725	AMC399001
86	MOSS 132	2009078726	AMC399002
87	MOSS 133	2009078727	AMC399003
88	MOSS 134	2009078728	AMC399004
89	MOSS 135	2009078729	AMC399005
90	MOSS 136	2009078730	AMC399006
91	MOSS 137	2009078731	AMC399007
92	MOSS 138	2009078732	AMC399008
93	MOSS 139	2009078733	AMC399009
94	MOSS 140	2009078734	AMC399010
95	MOSS 141	2009078735	AMC399011
96	MOSS 142	2009078736	AMC399012
97	MOSS 143	2009078737	AMC399013
98	MOSS 144	2009078738	AMC399014
99	MOSS 145	2009078739	AMC399015
100	MOSS 146	2009078740	AMC399016
101	MOSS 147	2009078741	AMC399017
102	MOSS 148	2009078742	AMC399018
103	MOSS 33X	2015040270	AMC433744

The production royalty payable under the Letter Agreement burdens the Claims covered thereby, including any real property interests which GVC holds or acquires within the "Interest Area" as described in the Letter Agreement.

Exhibit "2"

CHICAGO TITLE INSURANCE COMPANY
COMMERCIAL

FEE# 2016023500

Upon recording return to:
 Patriot Gold Corp.
 Attn: Trevor Newton
 3651 Lindell Road, Suite D165
 Las Vegas, NV 89103

OFFICIAL RECORDS OF MOHAVE COUNTY
 ROBERT BALLARD, COUNTY RECORDER
 05/26/2016 10:59 AM Fee \$1113.00
 PAGE: 1 of 16

Affidavit of Value exempt pursuant to A.R.S § 11-1134(A)(6)

CTM-2016030824

 ORIGINAL

C.1604304-34604

3/5

ROYALTY DEED
 (Patented and Unpatented Mining Claims)

THIS ROYALTY DEED is made and entered into and made effective as of this ~~25th~~ day of May, 2016, by and between Golden Vertex Corp., an Arizona corporation ("Payor"), having an address of 2440 Adobe Rd Suite 101, Bullhead City, Arizona, 86442 and Patriot Gold Corp., a Nevada corporation ("Owner"), having an address of 3651 Lindell Road, Suite D165, Las Vegas, Nevada, 89103.

WITNESSETH

For and in consideration of the mutual premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, Payor, as the owner of the Property, hereby grants and conveys to Owner a Royalty of THREE PERCENT (3%) of Net Smelter Returns from the production of minerals from the Property.

ARTICLE I

THE PROPERTY

1.1 The Property. "Property" means the minerals, the patented mining claims, the unpatented mining claims and interests (including all appurtenances) described in Exhibit "A", and any other mineral interests acquired within the Area of Interest.

1.2 Area of Interest. "Area of Interest" means the lands within one (1) mile of the exterior boundaries of those patented and unpatented mining claims that are specifically identified in Section I and Section II in Schedule "A".

1.3 Outside Area of Interest. For the sake of clarity and to avoid any doubt, any additional mining claims, mineral rights and property interests subsequently acquired by Payor shall not be subject to this Royalty Deed with regard to any portion of such mining claim, right or interest lying outside of the Area of Interest.

CHICAGO TITLE INSURANCE COMPANY
COMMERCIAL

Upon recording return to:
 Patriot Gold Corp.
 Attn: Trevor Newton
 3651 Lindell Road, Suite D165
 Las Vegas, NV 89103

RECORDED ELECTRONICALLY
 BY CHICAGO TITLE AGENCY

Affidavit of Value exempt pursuant to A.R.S § 11-1134(A)(6)

CTM 2016030824

C1604304-346D11

3/5

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 (Patented and Unpatented Mining Claims)

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ARTICLE II

GRANT OF ROYALTY

2.1 Grant of Royalty. Payor, as the owner of the Property, hereby grants and conveys to Owner a Royalty of THREE PERCENT (3%) of Net Smelter Returns from the production of minerals from the Property.

2.2 Royalty. "Royalty" means the nonexecutive, nonparticipating and nonworking mineral production royalty based on the Net Smelter Returns from the production of minerals from the Property.

2.3 Net Smelter Returns. "Net Smelter Returns" means the aggregate proceeds received by Payor from time to time from any smelter or other purchaser from the sale of any minerals, ores, concentrates, metals or any other material of commercial value produced by and from the Property after deducting from such proceeds the following charges only to the extent that they are not deducted by the smelter or other purchaser in computing the proceeds:

(a) The cost of transportation of the ores, concentrates or metals from the Property to such smelter or other purchaser, including related insurance; and

(b) Smelting and refining charges including penalties.

2.4 Payment of Royalty. Payor shall pay the Royalty to Owner monthly within thirty (30) days after the end of each calendar month during which the Payor receives payments on all products produced and sold from the Property and will be paid in United States currency or in kind bullion at the discretion of Owner. All payments hereunder shall be sent by certified U.S. mail to Owner at the following address:

3651 Lindell Road, Suite D165, Las Vegas, Nevada, 89103

or by wire transfer to an account designated by and in accordance with written instructions from Owner, or consistent with such notice as is to be provided to any successor or assignee of Owner.

2.5 Audit. Within 180 days after the end of each calendar year for which the Royalty is paid Payor shall audit Payor's calculation and payment of the Royalty. Any adjustments in the payments of Royalty to the Owner shall be made forthwith after completion of the audit. The Owner shall have the right, but not the obligation, to audit and give written notice of the Owner's dispute of the Payor's audit or records within 180 days after delivery to the Owner of Payor's yearly audits. All payments of the Royalty to the Owner for a calendar year shall be deemed final and in full satisfaction of all obligations of the Payor in respect thereof if such payments or the calculations thereof are not disputed by the Owner in accordance with the foregoing provisions unless and until any new information concerning the calculation and payment of the Royalty is revealed after the periods stated above. The Owner shall maintain accurate records relevant to the determination and payment of the Royalty and the Owner and its authorized agents shall be permitted the right to examine such records at all reasonable times.

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2.6 Covenant Running with the Land. The obligation to pay the Royalty (and Payor's other obligations set forth in this Royalty Deed) shall be a covenant running with the Property and shall be binding on the Payor and its successors and assigns, including any third party who acquires any interest in any portion of the Property. Owner shall be free to sell, pledge or otherwise transfer all or a portion of the Royalty to a third party or parties, subject to the terms and conditions of this Royalty Deed.

2.7 Abandonment of Claims. For a period of twenty-five (25) years from the effective date hereof, if Payor or its successors or assigns desire to abandon any of the unpatented mining claims comprising a portion of the Property, at least 60 days prior to such abandonment, Payor shall notify Owner in writing, and if Owner desires to acquire the claims in question, Owner shall notify Payor in writing within 30 days of Owner's receipt of such notice, and in that event, Payor shall promptly quitclaim the claims in question to Owner. During the 30 day period following Owner's receipt of the notice of intent to abandon from Payor, Owner shall have the right to engage in such due diligence as it sees fit regarding title to, environmental conditions at or affecting, and mineral resources within such claims, and Payor shall reasonably cooperate with Owner in conducting such due diligence, subject to the terms and conditions of a confidentiality agreement mutually agreeable to the parties. If Owner elects not to acquire such claims, and Payor or its successors restakes or relocates the ground covered by such claims within five years of the date of abandonment, the Payor shall notify Owner in writing and the Royalty shall be payable on the relocated claims. In addition, if Payor acquires any unpatented mining claims or other interests in real property within the Area of Interest, Payor shall notify Owner in writing.

2.8 Conversion of Unpatented Mining Claims. The Royalty and the obligation to pay the Royalty shall apply and extend to any further or additional right, title, interest or estate heretofore or hereafter acquired by Payor in or to the Property (including without limitation any and all rights to the ground covered by the unpatented mining claims comprising a portion of the Property in the event of legislative changes to the General Mining Law of 1872 which result in a new form of land tenure system applicable to Payor's interest in those claims).

[SIGNATURES ON FOLLOWING PAGE]

2.6 Covenant Running with the Land. The obligation to pay the Royalty (and Payor's other obligations set forth in this Royalty Deed) shall be a covenant running with the Property and shall be binding on the Payor and its successors and assigns, including any third party who acquires any interest in any portion of the Property. Owner shall be free to sell, pledge or otherwise transfer all or a portion of the Royalty to a third party or parties, subject to the terms and conditions of this Royalty Deed.

2.7 Abandonment of Claims. For a period of twenty-five (25) years from the effective date hereof, if Payor or its successors or assigns desire to abandon any of the unpatented mining claims comprising a portion of the Property, at least 60 days prior to such abandonment, Payor shall notify Owner in writing, and if Owner desires to acquire the claims in question, Owner shall notify Payor in writing within 30 days of Owner's receipt of such notice, and in that event, Payor shall promptly quitclaim the claims in question to Owner. During the 30 day period following Owner's receipt of the notice of intent to abandon from Payor, Owner shall have the right to engage in such due diligence as it sees fit regarding title to, environmental conditions at or affecting, and mineral resources within such claims, and Payor shall reasonably cooperate with Owner in conducting such due diligence, subject to the terms and conditions of a confidentiality agreement mutually agreeable to the parties. If Owner elects not to acquire such claims, and Payor or its successors restakes or relocates the ground covered by such claims within five years of the date of abandonment, the Payor shall notify Owner in writing and the Royalty shall be payable on the relocated claims. In addition, if Payor acquires any unpatented mining claims or other interests in real property within the Area of Interest, Payor shall notify Owner in writing.

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[SIGNATURES ON FOLLOWING PAGE]

Schedule "A"
To
Royalty Deed
(Property - Legal Description)

I. Patented Mining Claims

The following patented mining claims located in Sections 19, 20, 29 and 30, T20N, R20W, G&SRB&M, Mohave County, Arizona:

Parcel 1: (APN: 213-09-001)

RUTH - Mineral Survey No. 2213, General Land Office No. 45396, U.S. Patent dated May 1, 1907, recorded on August 2, 1910 in the office of the Recorder of Mohave County, Arizona in Book 21 of Deeds, at Page 210.

RATTAN - Mineral Survey No. 857, Lot No. 39, Mineral Certificate No. 268, General Land Office No. 25645, U.S. Patent dated May 28, 1895, recorded on August 14, 1895 in the office of the Recorder of Mohave County, Arizona in Book 11 of Deeds, at Page 751.

Parcel 2: (APN: 213-09-002)

The EMPIRE, MASCOT, PARTNERSHIP, RATTAN EXTENSION, and RUTH EXTENSION Lode Mining Claims, Mineral Survey No. 4485, as shown and according to UNITED STATES PATENT recorded in Book 117 of Deeds, page 74, situate in Sections 29 and 30, Township 20N, Range 20 West of the Gila and Salt River Base and Meridian, in the San Francisco Mining District, Mohave County, Arizona.

EXCEPT all of that portion thereof lying with the boundaries of the RATTAN Lode Mining Claim, Survey No. 857, Lot No. 39, Mineral Certificate No. 268 in said San Francisco Mining District, as set forth in said Patent.

Parcel 3: (APN: 213-05-004)

KEY NO. 1, KEY NO. 2, MOSS MILLSIGHT, OMEGA, DIVIDE & KEYSTONE WEDGE Lode Mining Claims in the San Francisco Mining District, being shown on Mineral Survey NO. 4484 on file in the Bureau of Land Management, as granted by PATENT recorded in Book 115 of Deeds, page 428, and situate in Sections 19 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPTING from said claims all of that portion of ground within the boundaries of the CALIFORNIA MOSS Lode Mining Claim, Mineral Survey No. 182.

Parcel 4: (APN: 213-05-005)

CALIFORNIA MOSS Patented Claim, Lot 37, U.S. Mineral Survey 182 of June 15, 1882, said Patent recorded as a deed in Mohave County Recorder's Office records in Book 6, Page 754 and also recorded in the Mohave County Assessor's records as Parcel 213-05-005.

Parcel 5: (APN: 213-05-006)

CALIFORNIA MOSS Lode Mining Claim (Lot No. 38), in the San Francisco Mining District, Survey No. 796, Mineral Certificate No. 175 according to the Patent thereto recorded in Book 22 of Deeds, page 35, lying within a portion of Sections 19, 20, 29 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

II. Unpatented Mining Claims

The following unpatented mining claims situated in the Oatman Mining District in Sections 19, 20, 29 and 30, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	MOSS 11	2004064631	AMC361998
2	MOSS 12	2004064632	AMC361999
3	MOSS 13	2004064633	AMC362000
4	MOSS 14	2004064634	AMC362001
5	MOSS 15	2004064635	AMC362002
6	MOSS 16	2004064636	AMC362003
7	MOSS 17	2004064637	AMC362004
8	MOSS 18	2004064638	AMC362005
9	MOSS 19	2004064639	AMC362006
10	MOSS 20	2004064640	AMC362007
11	MOSS 21	2004064641	AMC362008
12	MOSS 22	2004064642	AMC362009
13	MOSS 23	2004064643	AMC362010
	MOSS 23 (amended)	2015018073	
14	MOSS 24	2004064644	AMC362011
15	MOSS 25	2004064645	AMC362012
16	MOSS 26	2004064646	AMC362013
17	MOSS 27	2004064647	AMC362014
18	MOSS 28	2004064648	AMC362015
19	MOSS 29	2004064649	AMC362016
20	MOSS 30	2004064650	AMC362017
21	MOSS 31	2004064651	AMC362018
22	MOSS 32	2004064652	AMC362019
23	MOSS 34	2004064655	AMC362022
24	MOSS 35	2004064656	AMC362023
25	MOSS 36	2004064657	AMC362024
26	MOSS 37	2004064658	AMC362025
27	MOSS 38	2004064659	AMC362026
28	MOSS 39	2004064660	AMC362027
29	MOSS 39F	2004064661	AMC362028

Parcel 5: (APN: 213-05-006)

CALIFORNIA MOSS Lode Mining Claim (Lot No. 38), in the San Francisco Mining District, Survey No. 796, Mineral Certificate No. 175 according to the Patent thereto recorded in Book 22 of Deeds, page 35, lying within a portion of Sections 19, 20, 29 and 30, Township 20 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

II. Unpatented Mining Claims

The following unpatented mining claims situated in the Oatman Mining District in Sections 19, 20, 29 and 30, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	MOSS 11	2004064631	AMC361998
2	MOSS 12	2004064632	AMC361999
3	MOSS 13	2004064633	AMC362000
4	MOSS 14	2004064634	AMC362001
5	MOSS 15	2004064635	AMC362002
6	MOSS 16	2004064636	AMC362003
7	MOSS 17	2004064637	AMC362004
8	MOSS 18	2004064638	AMC362005
9	MOSS 19	2004064639	AMC362006
10	MOSS 20	2004064640	AMC362007
11	MOSS 21	2004064641	AMC362008
12	MOSS 22	2004064642	AMC362009
13	MOSS 23	2004064643	AMC362010
	MOSS 23 (amended)	2015018073	
14	MOSS 24	2004064644	AMC362011
15	MOSS 25	2004064645	AMC362012
16	MOSS 26	2004064646	AMC362013
17	MOSS 27	2004064647	AMC362014
18	MOSS 28	2004064648	AMC362015
19	MOSS 29	2004064649	AMC362016
20	MOSS 30	2004064650	AMC362017
21	MOSS 31	2004064651	AMC362018
22	MOSS 32	2004064652	AMC362019
23	MOSS 34	2004064655	AMC362022
24	MOSS 35	2004064656	AMC362023
25	MOSS 36	2004064657	AMC362024
26	MOSS 37	2004064658	AMC362025
27	MOSS 38	2004064659	AMC362026
28	MOSS 39	2004064660	AMC362027
29	MOSS 39F	2004064661	AMC362028

No.	Name of Claim	Fee No.	BLM Serial No.
	MOSS 39F (amended)	2015018075	
30	MOSS 40	2004064662	AMC362029
31	MOSS 41	2004064663	AMC362030
32	MOSS 42	2004064664	AMC362031
33	MOSS 43	2004064665	AMC362032
34	MOSS 44	2004064666	AMC362033
35	MOSS 45	2004064667	AMC362034
36	MOSS 46	2004064668	AMC362035
	MOSS 46 (amended)	2015018076	
37	MOSS 47	2004064669	AMC362036
	MOSS 47 (amended)	2013014545	
38	MOSS 47B	2004064670	AMC362037
39	MOSS 48	2004064671	AMC362038
	MOSS 48 (amended)	2013014546	
40	MOSS 49	2004064672	AMC362039
	MOSS 49 (amended)	2013014547	
41	MOSS 50	2004064673	AMC362040
	MOSS 50 (amended)	2013014548	
42	MOSS 51	2004064674	AMC362041
43	MOSS 52	2004064675	AMC362042
44	MOSS 53	2004064676	AMC362043
45	MOSS 54	2004064677	AMC362044
46	MOSS 55	2004064678	AMC362045
47	MOSS 56	2004064679	AMC362046
48	MOSS 57	2004064680	AMC362047
49	MOSS 58	2004064681	AMC362048
50	MOSS 59	2004064682	AMC362049
51	MOSS 60	2004064683	AMC362050
52	MOSS 61	2004064684	AMC362051
53	MOSS 62	2004064685	AMC362052
54	MOSS 63	2004064686	AMC362053
55	MOSS 64	2004064687	AMC362054
56	MOSS 65	2004064688	AMC362055
57	MOSS 66	2004064689	AMC362056
58	MOSS 67	2004064690	AMC362057
59	MOSS 68	2004064691	AMC362058
60	MOSS 69	2004064692	AMC362059
61	MOSS 70	2004064693	AMC362060
62	MOSS 1	2009078702	AMC398978
63	MOSS 2	2009078703	AMC398979
64	MOSS 3	2009078704	AMC398980
65	MOSS 4	2009078705	AMC398981
66	MOSS 5	2009078706	AMC398982
67	MOSS 6	2009078707	AMC398983

A-3

No.	Name of Claim	Fee No.	BLM Serial No.
68	MOSS 7	2009078708	AMC398984
69	MOSS 8	2009078709	AMC398985
70	MOSS 9	2009078710	AMC398986
71	MOSS 10	2009078711	AMC398987
72	MOSS 118	2009078712	AMC398988
73	MOSS 119	2009078713	AMC398989
74	MOSS 120	2009078714	AMC398990
75	MOSS 121	2009078715	AMC398991
76	MOSS 122	2009078716	AMC398992
77	MOSS 123	2009078717	AMC398993
78	MOSS 124	2009078718	AMC398994
79	MOSS 125	2009078719	AMC398995
80	MOSS 126	2009078720	AMC398996
81	MOSS 127	2009078721	AMC398997
82	MOSS 128	2009078722	AMC398998
83	MOSS 129	2009078723	AMC398999
84	MOSS 130	2009078724	AMC399000
85	MOSS 131	2009078725	AMC399001
86	MOSS 132	2009078726	AMC399002
87	MOSS 133	2009078727	AMC399003
88	MOSS 134	2009078728	AMC399004
89	MOSS 135	2009078729	AMC399005
90	MOSS 136	2009078730	AMC399006
91	MOSS 137	2009078731	AMC399007
92	MOSS 138	2009078732	AMC399008
93	MOSS 139	2009078733	AMC399009
94	MOSS 140	2009078734	AMC399010
95	MOSS 141	2009078735	AMC399011
96	MOSS 142	2009078736	AMC399012
97	MOSS 143	2009078737	AMC399013
98	MOSS 144	2009078738	AMC399014
99	MOSS 145	2009078739	AMC399015
100	MOSS 146	2009078740	AMC399016
101	MOSS 147	2009078741	AMC399017
102	MOSS 148	2009078742	AMC399018
103	MOSS 33X	2015040270	AMC433744

III. GVC Claims (Golden Vertex Corp. Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 13, 14, 23, 24, 25, 26, 35, and 36, Township 20 North, Range 21 West; and Sections 19, 20, 21, 28, 29, 30, 31 and 32, Township 20 North, Range 20 West; G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County

No.	Name of Claim	Fee No.	BLM Serial No.
68	MOSS 7	2009078708	AMC398984
69	MOSS 8	2009078709	AMC398985
70	MOSS 9	2009078710	AMC398986
71	MOSS 10	2009078711	AMC398987
72	MOSS 118	2009078712	AMC398988
73	MOSS 119	2009078713	AMC398989
74	MOSS 120	2009078714	AMC398990
75	MOSS 121	2009078715	AMC398991
76	MOSS 122	2009078716	AMC398992
77	MOSS 123	2009078717	AMC398993
78	MOSS 124	2009078718	AMC398994
79	MOSS 125	2009078719	AMC398995
80	MOSS 126	2009078720	AMC398996
81	MOSS 127	2009078721	AMC398997
82	MOSS 128	2009078722	AMC398998
83	MOSS 129	2009078723	AMC398999
84	MOSS 130	2009078724	AMC399000
85	MOSS 131	2009078725	AMC399001
86	MOSS 132	2009078726	AMC399002
87	MOSS 133	2009078727	AMC399003
88	MOSS 134	2009078728	AMC399004
89	MOSS 135	2009078729	AMC399005
90	MOSS 136	2009078730	AMC399006
91	MOSS 137	2009078731	AMC399007
92	MOSS 138	2009078732	AMC399008
93	MOSS 139	2009078733	AMC399009
94	MOSS 140	2009078734	AMC399010
95	MOSS 141	2009078735	AMC399011
96	MOSS 142	2009078736	AMC399012
97	MOSS 143	2009078737	AMC399013
98	MOSS 144	2009078738	AMC399014
99	MOSS 145	2009078739	AMC399015
100	MOSS 146	2009078740	AMC399016
101	MOSS 147	2009078741	AMC399017
102	MOSS 148	2009078742	AMC399018
103	MOSS 33X	2015040270	AMC433744

III. GVC Claims (Golden Vertex Corp. Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 13, 14, 23, 24, 25, 26, 35, and 36, Township 20 North, Range 21 West; and Sections 19, 20, 21, 28, 29, 30, 31 and 32, Township 20 North, Range 20 West; G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County

Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	GVC 4	2011034909	AMC408942
2	GVC 5	2011034910	AMC408943
3	GVC 6	2011034911	AMC408944
4	GVC 7	2011034912	AMC408945
5	GVC 8	2011034913	AMC408946
6	GVC 9	2011034914	AMC408947
7	GVC 10	2011034915	AMC408948
8	GVC 11	2011034916	AMC408949
9	GVC 12	2011034917	AMC408950
10	GVC 13	2011034918	AMC408951
11	GVC 15	2011034920	AMC408953
12	GVC 16	2011034921	AMC408954
13	GVC 17	2011034922	AMC408955
14	GVC 18	2011034923	AMC408956
15	GVC 19	2011034924	AMC408957
16	GVC 20	2011034925	AMC408958
17	GVC 21	2011034926	AMC408959
18	GVC 22	2011034927	AMC408960
19	GVC 23	2011034928	AMC408961
20	GVC 24	2011034929	AMC408962
21	GVC 25	2011034930	AMC408963
22	GVC 26	2011034931	AMC408964
23	GVC 27	2011034932	AMC408965
24	GVC 28	2011034933	AMC408966
25	GVC 29	2011034934	AMC408967
26	GVC 30	2011034935	AMC408968
27	GVC 31	2011034936	AMC408969
28	GVC 33	2011034938	AMC408971
29	GVC 34	2011034939	AMC408972
30	GVC 35	2011034940	AMC408973
31	GVC 36	2011034941	AMC408974
32	GVC 37	2011034942	AMC408975
33	GVC 38	2011034943	AMC408976
34	GVC 39	2011034944	AMC408977
35	GVC 40	2011034945	AMC408978
36	GVC 41	2011034946	AMC408979
37	GVC 42	2011034947	AMC408980
38	GVC 43	2011034948	AMC408981
39	GVC 44	2011034949	AMC408982
40	GVC 45	2011034950	AMC408983
41	GVC 46	2011034951	AMC408984

A-5

No.	Name of Claim	Fee No.	BLM Serial No.
42	GVC 47	2011034952	AMC408985
43	GVC 48	2011034953	AMC408986
44	GVC 49	2011034954	AMC408987
45	GVC 50	2011034955	AMC408988
46	GVC 51	2011034956	AMC408989
47	GVC 52	2011034957	AMC408990
48	GVC 53	2011034958	AMC408991
49	GVC 54	2011034959	AMC408992
50	GVC 55	2011034960	AMC408993
51	GVC 56	2011034961	AMC408994
52	GVC 57	2011034962	AMC408995
53	GVC 58	2011034963	AMC408996
54	GVC 59	2011034964	AMC408997
55	GVC 60	2011034965	AMC408998
56	GVC 61	2011034966	AMC408999
57	GVC 62	2011034967	AMC409000
58	GVC 63	2011034968	AMC409001
59	GVC 64	2011034969	AMC409002
60	GVC 65	2011034970	AMC409003
61	GVC 67	2011034971	AMC409004
62	GVC 68	2011034972	AMC409005
63	GVC 69	2011034973	AMC409006
64	GVC 70	2011034974	AMC409007
65	GVC 71	2011034975	AMC409008
66	GVC 72	2011034976	AMC409009
67	GVC 73	2011034977	AMC409010
68	GVC 74	2011034978	AMC409011
69	GVC 75	2011034979	AMC409012
70	GVC 76	2011034980	AMC409013
71	GVC 77	2011034981	AMC409014
72	GVC 78	2011034982	AMC409015
73	GVC 79	2011034983	AMC409016
74	GVC 80	2011034984	AMC409017
75	GVC 81	2011034985	AMC409018
76	GVC 82	2011034986	AMC409019
77	GVC 83	2011034987	AMC409020
78	GVC 84	2011034988	AMC409021
79	GVC 85	2011034989	AMC409022
80	GVC 86	2011034990	AMC409023
81	GVC 87	2011034991	AMC409024
82	GVC 88	2011034992	AMC409025
83	GVC 89	2011034993	AMC409026
84	GVC 90	2011034994	AMC409027
85	GVC 91	2011034995	AMC409028

A-6

No.	Name of Claim	Fee No.	BLM Serial No.
42	GVC 47	2011034952	AMC408985
43	GVC 48	2011034953	AMC408986
44	GVC 49	2011034954	AMC408987
45	GVC 50	2011034955	AMC408988
46	GVC 51	2011034956	AMC408989
47	GVC 52	2011034957	AMC408990
48	GVC 53	2011034958	AMC408991
49	GVC 54	2011034959	AMC408992
50	GVC 55	2011034960	AMC408993
51	GVC 56	2011034961	AMC408994
52	GVC 57	2011034962	AMC408995
53	GVC 58	2011034963	AMC408996
54	GVC 59	2011034964	AMC408997
55	GVC 60	2011034965	AMC408998
56	GVC 61	2011034966	AMC408999
57	GVC 62	2011034967	AMC409000
58	GVC 63	2011034968	AMC409001
59	GVC 64	2011034969	AMC409002
60	GVC 65	2011034970	AMC409003
61	GVC 67	2011034971	AMC409004
62	GVC 68	2011034972	AMC409005
63	GVC 69	2011034973	AMC409006
64	GVC 70	2011034974	AMC409007
65	GVC 71	2011034975	AMC409008
66	GVC 72	2011034976	AMC409009
67	GVC 73	2011034977	AMC409010
68	GVC 74	2011034978	AMC409011
69	GVC 75	2011034979	AMC409012
70	GVC 76	2011034980	AMC409013
71	GVC 77	2011034981	AMC409014
72	GVC 78	2011034982	AMC409015
73	GVC 79	2011034983	AMC409016
74	GVC 80	2011034984	AMC409017
75	GVC 81	2011034985	AMC409018
76	GVC 82	2011034986	AMC409019
77	GVC 83	2011034987	AMC409020
78	GVC 84	2011034988	AMC409021
79	GVC 85	2011034989	AMC409022
80	GVC 86	2011034990	AMC409023
81	GVC 87	2011034991	AMC409024
82	GVC 88	2011034992	AMC409025
83	GVC 89	2011034993	AMC409026
84	GVC 90	2011034994	AMC409027
85	GVC 91	2011034995	AMC409028

A-6

No.	Name of Claim	Fee No.	BLM Serial No.
86	GVC 92	2011034996	AMC409029
87	GVC 93	2011034997	AMC409030
88	GVC 94	2011034998	AMC409031
89	GVC 95	2011034999	AMC409032
90	GVC 96	2011035000	AMC409033
91	GVC 97	2011035001	AMC409034
92	GVC 98	2011035002	AMC409035
93	GVC 99	2011035003	AMC409036
94	GVC 100	2011035004	AMC409037
95	GVC 101	2011035005	AMC409038
96	GVC 102	2011035006	AMC409039
97	GVC 103	2011035007	AMC409040
98	GVC 104	2011035008	AMC409041
99	GVC 105	2011035009	AMC409042
100	GVC 106	2011035010	AMC409043
101	GVC 107	2011035011	AMC409044
102	GVC 108	2011035012	AMC409045
103	GVC 109	2011035013	AMC409046
104	GVC 110	2011035014	AMC409047
105	GVC 111	2011035015	AMC409048
106	GVC 112	2011035016	AMC409049
107	GVC 114	2011035018	AMC409051
108	GVC 115	2011035019	AMC409052
109	GVC 116	2011035020	AMC409053
110	GVC 117	2011035021	AMC409054
111	GVC 118	2011035022	AMC409055
112	GVC 119	2011035023	AMC409056
113	GVC 120	2011035024	AMC409057
114	GVC 121	2011035025	AMC409058
115	GVC 122	2011035026	AMC409059
116	GVC 123	2011035027	AMC409060
117	GVC 128	2011035032	AMC409065
118	GVC 129	2011035033	AMC409066
119	GVC 130	2011035034	AMC409067
120	GVC 131	2011035035	AMC409068
121	GVC 132	2011035036	AMC409069
122	GVC 133	2011035037	AMC409070
123	GVC 175	2011035071	AMC409104
124	GVC 176	2011035072	AMC409105
125	GVC 177	2011035073	AMC409106
126	GVC 178	2011035074	AMC409107
127	GVC 179	2011035075	AMC409108
128	GVC 180	2011035076	AMC409109
129	GVC 181	2011035077	AMC409110

A-7

No.	Name of Claim	Fee No.	BLM Serial No.
130	GVC 182	2011035078	AMC409111
131	GVC 183	2011035079	AMC409112
132	GVC 184	2011035080	AMC409113
133	GVC 185	2011035081	AMC409114
134	GVC 186	2011035082	AMC409115
135	GVC 187	2011035083	AMC409116
136	GVC 188	2011035084	AMC409117
137	GVC 189	2011035085	AMC409118
138	GVC 190	2011035086	AMC409119
139	GVC 191	2011035087	AMC409120
140	GVC 192	2011035088	AMC409121
141	GVC 193	2011035089	AMC409122
142	MOSS 201	2012041054	AMC416914
143	MOSS 202	2012041055	AMC416915
144	MOSS 203	2012041056	AMC416916
145	MOSS 204	2012041057	AMC416917
146	MOSS 205	2012041058	AMC416918
147	MOSS 206	2012041059	AMC416919
148	MOSS 207	2012041060	AMC416920
149	MOSS 208	2012041061	AMC416921
150	MOSS 209	2012041062	AMC416922
151	MOSS 210	2012061604	AMC420117
152	MOSS 211	2012061605	AMC420118
153	GVC 301	2015018077	AMC432054

Provided however, the Royalty shall be payable on the claims listed in this Part III only to the extent that Payor, or its successors or assigns, maintain a record title interest in such unpatented mining claims (provided that if any such claims are abandoned but then relocated at any time within five years of such abandonment, the Royalty shall remain payable); and provided further, that the Royalty shall be payable on the claims listed in this Part III only to the extent that such unpatented mining claims, or the portions thereof, are within the Area of Interest.

IV. Silver Creek Lease Option Claims (La Cuesta International, Inc. Lease Option Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 16, 17, 20, 21, 28, 29, 30, 31, 32 and 33, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	SILVER CREEK 20	2011024754	AMC407882

No.	Name of Claim	Fee No.	BLM Serial No.
130	GVC 182	2011035078	AMC409111
131	GVC 183	2011035079	AMC409112
132	GVC 184	2011035080	AMC409113
133	GVC 185	2011035081	AMC409114
134	GVC 186	2011035082	AMC409115
135	GVC 187	2011035083	AMC409116
136	GVC 188	2011035084	AMC409117
137	GVC 189	2011035085	AMC409118
138	GVC 190	2011035086	AMC409119
139	GVC 191	2011035087	AMC409120
140	GVC 192	2011035088	AMC409121
141	GVC 193	2011035089	AMC409122
142	MOSS 201	2012041054	AMC416914
143	MOSS 202	2012041055	AMC416915
144	MOSS 203	2012041056	AMC416916
145	MOSS 204	2012041057	AMC416917
146	MOSS 205	2012041058	AMC416918
147	MOSS 206	2012041059	AMC416919
148	MOSS 207	2012041060	AMC416920
149	MOSS 208	2012041061	AMC416921
150	MOSS 209	2012041062	AMC416922
151	MOSS 210	2012061604	AMC420117
152	MOSS 211	2012061605	AMC420118
153	GVC 301	2015018077	AMC432054

Provided however, the Royalty shall be payable on the claims listed in this Part III only to the extent that Payor, or its successors or assigns, maintain a record title interest in such unpatented mining claims (provided that if any such claims are abandoned but then relocated at any time within five years of such abandonment, the Royalty shall remain payable); and provided further, that the Royalty shall be payable on the claims listed in this Part III only to the extent that such unpatented mining claims, or the portions thereof, are within the Area of Interest.

IV. Silver Creek Lease Option Claims (La Cuesta International, Inc. Lease Option Claims)

The following unpatented mining claims situated in the Oatman Mining District in Sections 16, 17, 20, 21, 28, 29, 30, 31, 32 and 33, Township 20 North, Range 20 West, G&SRB&M, Mohave County, Arizona. The Location Notices and any amendments thereto, are of record in the office of the County Recorder of Mohave County, Arizona, and on file with the Bureau of Land Management in Phoenix, Arizona.

No.	Name of Claim	Fee No.	BLM Serial No.
1	SILVER CREEK 20	2011024754	AMC407882

No.	Name of Claim	Fee No.	BLM Serial No.
2	SILVER CREEK 22	2011024756	AMC407884
3	SILVER CREEK 44	2011024778	AMC407906
4	SILVER CREEK 45	2011024779	AMC407907
5	SILVER CREEK 46	2011024780	AMC407908
6	SILVER CREEK 47	2011024781	AMC407909
7	SILVER CREEK 48	2011024782	AMC407910
8	SILVER CREEK 49	2011024783	AMC407911
9	SILVER CREEK 50	2011024784	AMC407912
10	SILVER CREEK 51	2011024785	AMC407913
11	SILVER CREEK 52	2011024786	AMC407914
12	SILVER CREEK 53	2011024787	AMC407915
13	SILVER CREEK 54	2011024788	AMC407916
14	SILVER CREEK 67	2011024801	AMC407929
15	SILVER CREEK 68	2011024802	AMC407930
16	SILVER CREEK 69	2011024803	AMC407931
17	SILVER CREEK 70	2011024804	AMC407932
18	SILVER CREEK 71	2011024805	AMC407933
19	SILVER CREEK 72	2011024806	AMC407934
20	SILVER CREEK 73	2011024807	AMC407935
21	SILVER CREEK 74	2011024808	AMC407936
22	SILVER CREEK 75	2011024809	AMC407937
23	SILVER CREEK 76	2011024810	AMC407938
24	SILVER CREEK 77	2011024811	AMC407939
25	SILVER CREEK 78	2011024812	AMC407940
26	SILVER CREEK 79	2011024813	AMC407941
27	SILVER CREEK 80	2011024814	AMC407942
28	SILVER CREEK 81	2011024815	AMC407943
29	SILVER CREEK 82	2011024816	AMC407944
30	SILVER CREEK 83	2011024817	AMC407945
31	SILVER CREEK 84	2011024818	AMC407946
32	SILVER CREEK 85	2011024819	AMC407947
33	SILVER CREEK 86	2011024820	AMC407948
34	SILVER CREEK 89	2011024823	AMC407951
35	SILVER CREEK 90	2011024824	AMC407952
36	SILVER CREEK 91	2011024825	AMC407953
37	SILVER CREEK 92	2011024826	AMC407954
38	SILVER CREEK 93	2011024827	AMC407955
39	SILVER CREEK 94	2011024828	AMC407956
40	SILVER CREEK 95	2011024829	AMC407957
41	SILVER CREEK 96	2011024830	AMC407958
42	SILVER CREEK 97	2011024831	AMC407959
43	SILVER CREEK 108	2011024842	AMC407970
44	SILVER CREEK 109	2011024843	AMC407971
45	SILVER CREEK 110	2011024844	AMC407972

A-9

No.	Name of Claim	Fee No.	BLM Serial No.
46	SILVER CREEK 111	2011024845	AMC407973
47	SILVER CREEK 112	2011024846	AMC407974
48	SILVER CREEK 113	2011024847	AMC407975
49	SILVER CREEK 114	2011024848	AMC407976
50	SILVER CREEK 115	2011024849	AMC407977
51	SILVER CREEK 116	2011044461	AMC410214
52	SILVER CREEK 117	2011044462	AMC410215
53	SILVER CREEK 126	2011044471	AMC410224
54	SILVER CREEK 127	2011044472	AMC410225
55	SILVER CREEK 128	2011044473	AMC410226
56	SILVER CREEK 129	2011044474	AMC410227
57	SILVER CREEK 130	2011044475	AMC410228
58	SILVER CREEK 131	2011044476	AMC410229
59	SILVER CREEK 132	2011044477	AMC410230
60	SILVER CREEK 133	2011044478	AMC410231
61	SILVER CREEK 138	2011044483	AMC410236
62	SILVER CREEK 140	2011044485	AMC410238
63	SILVER CREEK 141	2011044486	AMC410239
64	SILVER CREEK 142	2011044487	AMC410240
65	SILVER CREEK 143	2011044488	AMC410241
66	SILVER CREEK 144	2011044489	AMC410242
67	SILVER CREEK 145	2011044490	AMC410243
68	SILVER CREEK 146	2011044491	AMC410244
69	SILVER CREEK 147	2011044492	AMC410245
70	SILVER CREEK 148	2011044493	AMC410246
71	SILVER CREEK 149	2011044494	AMC410247
72	SILVER CREEK 150	2011044495	AMC410248
73	SILVER CREEK 151	2011044496	AMC410249
74	SILVER CREEK 152	2011044497	AMC410250
75	SILVER CREEK 153	2011044498	AMC410251
76	SILVER CREEK 154	2011044499	AMC410252
77	SILVER CREEK 155	2011044500	AMC410253
78	SILVER CREEK 156	2011044501	AMC410254
79	SILVER CREEK 159	2011044504	AMC410257
80	SILVER CREEK 161	2011044506	AMC410259
81	SILVER CREEK 163	2011044508	AMC410261
82	SILVER CREEK 165	2011044510	AMC410263
83	SILVER CREEK 166	2011044511	AMC410264
84	SILVER CREEK 167	2011044512	AMC410265
85	SILVER CREEK 168	2011044513	AMC410266
86	SILVER CREEK 169	2011044514	AMC410267
87	SILVER CREEK 170	2011044515	AMC410268
88	SILVER CREEK 171	2011044516	AMC410269
89	SILVER CREEK 172	2011044517	AMC410270

A-10

No.	Name of Claim	Fee No.	BLM Serial No.
46	SILVER CREEK 111	2011024845	AMC407973
47	SILVER CREEK 112	2011024846	AMC407974
48	SILVER CREEK 113	2011024847	AMC407975
49	SILVER CREEK 114	2011024848	AMC407976
50	SILVER CREEK 115	2011024849	AMC407977
51	SILVER CREEK 116	2011044461	AMC410214
52	SILVER CREEK 117	2011044462	AMC410215
53	SILVER CREEK 126	2011044471	AMC410224
54	SILVER CREEK 127	2011044472	AMC410225
55	SILVER CREEK 128	2011044473	AMC410226
56	SILVER CREEK 129	2011044474	AMC410227
57	SILVER CREEK 130	2011044475	AMC410228
58	SILVER CREEK 131	2011044476	AMC410229
59	SILVER CREEK 132	2011044477	AMC410230
60	SILVER CREEK 133	2011044478	AMC410231
61	SILVER CREEK 138	2011044483	AMC410236
62	SILVER CREEK 140	2011044485	AMC410238
63	SILVER CREEK 141	2011044486	AMC410239
64	SILVER CREEK 142	2011044487	AMC410240
65	SILVER CREEK 143	2011044488	AMC410241
66	SILVER CREEK 144	2011044489	AMC410242
67	SILVER CREEK 145	2011044490	AMC410243
68	SILVER CREEK 146	2011044491	AMC410244
69	SILVER CREEK 147	2011044492	AMC410245
70	SILVER CREEK 148	2011044493	AMC410246
71	SILVER CREEK 149	2011044494	AMC410247
72	SILVER CREEK 150	2011044495	AMC410248
73	SILVER CREEK 151	2011044496	AMC410249
74	SILVER CREEK 152	2011044497	AMC410250
75	SILVER CREEK 153	2011044498	AMC410251
76	SILVER CREEK 154	2011044499	AMC410252
77	SILVER CREEK 155	2011044500	AMC410253
78	SILVER CREEK 156	2011044501	AMC410254
79	SILVER CREEK 159	2011044504	AMC410257
80	SILVER CREEK 161	2011044506	AMC410259
81	SILVER CREEK 163	2011044508	AMC410261
82	SILVER CREEK 165	2011044510	AMC410263
83	SILVER CREEK 166	2011044511	AMC410264
84	SILVER CREEK 167	2011044512	AMC410265
85	SILVER CREEK 168	2011044513	AMC410266
86	SILVER CREEK 169	2011044514	AMC410267
87	SILVER CREEK 170	2011044515	AMC410268
88	SILVER CREEK 171	2011044516	AMC410269
89	SILVER CREEK 172	2011044517	AMC410270

A-10

No.	Name of Claim	Fee No.	BLM Serial No.
90	SILVER CREEK 173	2011044518	AMC410271
91	SILVER CREEK 174	2011044519	AMC410272
92	SILVER CREEK 175	2011044520	AMC410273
93	SILVER CREEK 176	2011044521	AMC410274
94	SILVER CREEK 184	2011044529	AMC410282
95	SILVER CREEK 185	2012000017	AMC413137
96	SILVER CREEK 186	2012000018	AMC413138
97	SILVER CREEK 187	2012000019	AMC413139
98	SILVER CREEK 188	2012000020	AMC413140
99	SILVER CREEK 189	2012000021	AMC413141
100	SILVER CREEK 190	2012000022	AMC413142
101	SILVER CREEK 191	2012000023	AMC413143
102	SILVER CREEK 192	2012000024	AMC413144
103	SILVER CREEK 193	2012000025	AMC413145
104	SILVER CREEK 194	2014014495	AMC427718
105	SILVER CREEK 195	2014014496	AMC427719
106	SILVER CREEK 196	2014014497	AMC427720
107	SILVER CREEK 197	2014014498	AMC427721
108	SILVER CREEK 198	2014014499	AMC427722
109	SILVER CREEK 199	2014014500	AMC427723
110	SILVER CREEK 200	2014014501	AMC427724
111	SILVER CREEK 201	2014014502	AMC427725

Provided, however, that the Royalty shall be payable on the claims listed in this Part IV only to the extent that Payor, or its successors or assigns, maintains a leasehold interest, an option interest to acquire, or record title interest in such unpatented mining claims pursuant to the terms and conditions of the underlying Mineral Lease and Option Agreement between La Cuesta International, Inc. and Payor dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated October 29, 2015 and recorded on October 29, 2015 at Fee # 2015047985 in the Official Records of Mohave County, Arizona (provided that if any such claims are abandoned but then relocated at any time within five years of such abandonment, the Royalty shall remain payable); and provided further, that the Royalty shall be payable on the claims listed in this Part IV only to the extent that such unpatented mining claims, or portions thereof, are within the Area of Interest.

V. ASLD Exploration Permit (La Cuesta International, Inc. Lease Option Claims)

Arizona State Land Department Exploration Permit (Permit No. 08-116110) dated December 22, 2011.

Provided, however, that the Royalty shall be payable on the Arizona State Land Department Exploration Permit listed in this Part V only to the extent that Payor, or its successors or assigns, maintains a leasehold interest, an option interest to acquire, or record title interest in such Arizona State Land Department Exploration Permit pursuant to the terms and

conditions of the underlying Mineral Lease and Option Agreement between La Cuesta International, Inc. and Payor dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated October 29, 2015 and recorded on October 29, 2015 at Fee # 2015047985 in the Official Records of Mohave County, Arizona (provided that if such permit is abandoned or expires but reacquired at any time within five years of such abandonment or expiration, the Royalty shall be payable); and provided further that the Royalty shall be payable on such Arizona State Land Department Exploration Permit listed in this Part V only to such extent that such permit area, or portions thereof, are within the Area of Interest.

A-12

conditions of the underlying Mineral Lease and Option Agreement between La Cuesta International, Inc. and Payor dated May 7, 2014, as amended, as referenced in that certain Amended and Restated Memorandum of Option Agreement and Notice of Assignment and Assumption of Option Agreement dated October 29, 2015 and recorded on October 29, 2015 at Fee # 2015047985 in the Official Records of Mohave County, Arizona (provided that if such permit is abandoned or expires but reacquired at any time within five years of such abandonment or expiration, the Royalty shall be payable); and provided further that the Royalty shall be payable on such Arizona State Land Department Exploration Permit listed in this Part V only to such extent that such permit area, or portions thereof, are within the Area of Interest.

A-12